

**1. General, Conclusion of Contract**

- 1.1 Any legal relationship between the supplier and Von Roll Italia S.p.A. ("Customer") is subject to the following general terms and conditions to be duly signed for acceptance. Conditions by the supplier as well as deviating agreements will be applicable only if confirmed in written form by the Customer. Neither the fact that the Customer does not expressly object to an agreement nor its acceptance or payment of goods and/or services shall be construed as an acknowledgement.
- 1.2 The Customer shall be entitled to cancel the contract free of charge in case the supplier should disagree with these general terms and conditions.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.
- 1.4 If the supplier fails to accept the order within two (2) weeks of receipt, the Customer shall have the right to cancel the order at any time.

**2. Scope of Supplies and Services**

- 2.1 The supplies and services of the supplier are exhaustively specified in the order and in appendices thereto.
- 2.2 The supplier shall ensure that he will, in good time, have obtained all information relevant for the intended use of his supplies and services. The supplier guarantees that his deliveries include all performances required for their correct, safe and economic use.
- 2.3 The supplied goods must be packaged appropriately and in conformity with industry practice. The Customer shall be entitled to instruct the supplier as to the type and method of packing. If the Customer returns reusable packing material freight prepaid to the supplier, the Customer will be credited the value of the packing material.
- 2.4 The supplier shall ensure that he will continue to be able, for a period of ten (10) years following the termination of the contractual relationship and on reasonable terms and conditions, to deliver to the Customer the supplied goods or parts thereof.

**3. Prices**

- 3.1 The agreed prices are fixed prices.
- 3.2 Unless otherwise agreed, all prices shall be deemed to be DAP (as per INCOTERMS® 2010) to a location determined by the Customer and shall include packing and conservation.

**4. Terms of Payment**

- 4.1 Unless otherwise agreed, payment will be made within fourteen (14) days with a three per cent (3%) discount, until the 25<sup>th</sup> day of the following month with a two per cent (2%) discount or within ninety (90) days net. These periods are computed from (i) the time of performance in compliance with the contract and (ii) the receipt of a proper and evidenced invoice. If the Customer accepts a delivery at an earlier date than the agreed upon, the payment term starts with the agreed delivery date and the with the receipt of the evidenced invoice. The Customer is entitled to choose the method of payment at his sole discretion.
- 4.2 In the event of a faulty delivery the Customer shall be entitled to withhold payment proportionate to value until proper performance.
- 4.3 To the extent material test certificates have been agreed these shall form an integral part of the delivery and sent to the Customer together with the delivery with no additional costs.
- 4.4 Unless otherwise agreed, the supplier is not entitled to assign a claim against the Customer to a third party or to have such claim collected by a third party.

**5. Provision of Accessories**

The Customer reserves the right of ownership of all substances, parts, containers, tools, measuring instruments or substances or similar items (each, an "Accessory") provided to the supplier. The Accessories provided by the Customer shall exclusively serve for processing and fulfilling the order. Accessory shall be treated as Customer know how, with reference to clause 98 of the Italian Code on Intellectual Property (D.Lgs 30/05). Neither Accessories nor copies or duplicates thereof may be made available to any third party and may not be used for any other purposes than the agreed upon purpose. The Customer shall reserve the right of ownership of the provided Accessories even

after processing and assembly through the supplier. Furthermore, the supplier shall not have any rights of retention on whatever basis to the Accessories.

**6. Term of Delivery**

- 6.1 The agreed delivery time is binding and essential also in accordance to article 1457 of the Italian Civil Code. Relevant for compliance with a delivery date or a delivery period shall be the receipt of faultless goods at the place of receipt and/or place of use specified by the Customer or the timeliness of a successful acceptance.
- 6.2 The Customer shall be entitled to claim liquidated damages for delayed delivery in so far as it can be proved that the delay has been caused through the fault of the supplier. Damages for delayed delivery amount to one per cent (1.0%) of the contract price of the supplies in delay for every full week's delay and shall in no case whatsoever altogether exceed ten per cent (10.0%) of the contract price of the supplies in delay. Notwithstanding the above, Customer maintains the right to claim further damages ex art. 1382 Italian civil code.

**7. Quality Control**

- 7.1 The supplier shall implement a quality control system of an adequate type and scope that complies with state-of-the-art technology. The supplier undertakes to enter into a corresponding agreement with the Customer if the latter deems this necessary.
- 7.2 The Customer will inspect the incoming goods only with respect to externally apparent defects and externally apparent deviations in identity or volume. The Customer will give notice of such defects, but reserves the right to conduct additional inspections of incoming goods. Furthermore, the Customer will also give notice of defects as soon as such defects have been detected, within the terms set forth in clause 8.4.

**8. Warranty, Liability for Defects**

- 8.1 The supplier represents and warrants that the supplies and services will meet the agreed upon specifications.
- 8.2 Unless otherwise agreed, the warranty period is twenty-four (24) months as from the date of the Customer's receipt of the supply. For replaced or repaired parts the warranty period starts anew on the date of repair or replacement.
- 8.3 If the supplies and services do not correspond to the agreed upon specifications, the Customer shall be entitled to statutory claims.
- 8.4. Customer terms to claim damages and defects are fixed in 30 days from date of discover, by way of amending clause 1495 of the Italian civil code.

**9. Events of Force Majeure**

No failure by either of the parties in the performance of its obligation shall be deemed a breach of the contract or create any liability for damages if it results from a cause beyond the control of such party.

**10. Confidentiality**

The supplier undertakes to keep all figures, drawings, calculations or any other documentation and information received from the Customer strictly confidential, being all the above considered as know how of the Customer.

**11. Jurisdiction and Applicable Law**

- 11.1 The place of jurisdiction for both the Customer and the supplier shall be **Milan** (Italy). The Customer shall, however, be entitled to sue the supplier at the latter's registered address.
- 11.2 The contract shall be governed by the laws of Italy, under exclusion of the Vienna United Nations convention on contracts for international sale of goods.

**12. Personal Data protection**

- 12.1 According to the provisions and for the purposes of art. 13 of the Legislative Degree 196/2003 on "Personal data protection Code", the supplier acknowledges receipt from the Customer of the notice about the use of the personal data and, being specifically aware of its rights according to art. 7 of the Personal Data Protection Code, by accepting these general terms and conditions, it consents to the processing of its data by the Customer.

Place and date

Supplier

Pursuant the articles 1341 and 1342 of the Italian Civil Code, supplier expressly agrees with the terms and conditions contained in the following articles:

- art. 2.4 – Scope of Supplies and Services
- art. 3 – Prices
- art. 4 – Terms of Payment
- art. 5 – Provision of Accessories
- art. 6 – Term of Delivery
- art. 8 – Warranty, Liability for Defects;
- art. 11 – Jurisdiction and Applicable Law

Place and date

Supplier