

# GENERAL PURCHASE CONDITIONS

Revised December 2018

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## 1. Foreword

**1.1.** These general conditions (hereinafter the "General Conditions") apply to all purchase orders issued by Remosa S.r.l. (hereinafter also the "Buyer"), if not otherwise agreed upon in writing by Remosa S.r.l. and the seller.

**1.2.** These General Conditions shall prevail on any general or special sale conditions of the seller. Whatever change or addition to these General Conditions shall be valid only if agreed upon in writing and signed by an authorized person on behalf of the Buyer. Changes and amendments validly made to the General Conditions shall be limited to the single purchase for which they are stipulated, if not otherwise agreed upon in writing by the parties.

**1.3.** If purchase orders are solely issued for the purchase of goods, the provisions of these General Conditions that specifically and exclusively refer to provision of services shall not apply. Similarly, if purchase orders are solely issued for the provision of services, the provisions of these General Conditions that specifically and exclusively refer to the sale of goods shall not apply.

**1.4.** In case of discrepancies between these General Conditions and the purchase order, the purchase order shall prevail.

## 2. Definitions

Within these General Conditions, the following terms have the meaning specifically assigned to each of them:

**2.1.** The "Buyer" is the company Remosa S.r.l. (hereinafter also "Remosa") that issues the order;

**2.2.** The "Seller" is the natural person or legal entity that sells goods and/or services and to which the order is sent;

**2.3.** "Party" and/or "Parties" mean the Buyer and/or the Seller;

**2.4.** "Goods" are the materials, machinery, products and whatever movable property object of the supply in question, as specifically detailed in the purchase order;

**2.5.** "Services" indicates the rendering of works and/or services, also of an intellectual nature, delivered by the Seller to the Buyer, object of the supply in question, as specifically detailed in the purchase order;

**2.6.** "Purchase Order" (hereinafter also the "Order") means the request for the purchase of Goods and/or for the provision of Services issued by the Buyer to the Seller, subject to these General Conditions;

**2.7.** "Agreement" means the agreement between the Seller and the Buyer for the supply of Goods and/or Services, comprised of these General Conditions and the Order issued;

**2.8.** "IP" mean all the rights of intellectual property including the patents, brands, copyrights and proprietary information relating to whatever material, work, method, specification, drawing, software, CD, process, technology, invention, discovery, utility model or other document, process, data and files relating to Goods and Services.

## 3. Order Acknowledgement and Price

**3.1.** The Buyer reserves the right to cancel the Order if the Seller does not return the order acknowledgment to the Buyer, duly signed for acceptance within 14 (fourteen) days from the date of reception of the Order by the Seller.

**3.2.** The Order number and date shall be mentioned in all communications, invoices, and delivery notes as well as in all receipts and in the documentations delivered to the Buyer.

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3.3. If not otherwise agreed upon in writing by the Parties, the prices of the Goods and/or Services to be procured and specified in the Orders are fix and not subject to any revision whatsoever.

#### 4. Description of Goods and/or Services: Quality and Quantity

4.1. The Goods and/or Services to be supplied shall be:

- 4.1.1. Conforming to applicable regulations and the highest safety standards;
- 4.1.2. Conforming to the clauses of the General Conditions, Orders, and technical specifications agreed upon in writing by the Parties;
- 4.1.3. Free from material and workmanship defects;
- 4.1.4. Free from design, production and storage defects and from whatever else defect;
- 4.1.5. Capable of meeting all performance standards specified by the Buyer in the Order or indicated in support documents delivered in connection with the Goods;
- 4.1.6. Of good quality, tradeable and fit for the use for which they are normally intended and for whatever aim that the Buyer has expressly notified to the Seller or for whatever aim that the Seller knows or should reasonably know;
- 4.1.7. Compatible with any parts that should be joined to the Goods or assembled to the Goods in accordance with the technical specifications or the other information supplied by the Buyer.

4.2. If a sample has been given, the supply shall match this sample in terms of quality and features and the Buyer shall have a reasonable opportunity to compare the supply with the sample. The Buyer commits to promptly notify when comparison of supply and sample is complete in the terms that will be agreed upon from time to time or specified in the Order.

4.3. The Seller shall guarantee that the amount of Goods delivered matches that specified in the Order. Should the amounts of Goods delivered not correspond to the volumes stipulated in the Order, at his/her option the Buyer can:

- a) Accept the amounts of Goods actually delivered and change the amounts in any subsequent Orders correspondingly;
- b) Ask the Seller to take back the quantities exceeding the quantities ordered, with option of sending them back directly at the Seller's risk and expenses and charge the Seller the financial costs resulting from any amount already paid and warehouse expenses, if the Seller does not settle them promptly;
- c) Obtain the Seller to immediately forward the missing quantities of Goods, in any case charging the costs and expenses resulting from the non-performance of the Seller.

The Buyer can exercise the aforesaid options within 3 (three) months from delivery of Goods.

4.4. The Buyer reserves the right to assess the origin of the Goods. To this end, the Seller commits to let the Buyer have all the evidence necessary to establish the Country of origin of the Goods and identify any exemptions from customs duties.

4.5. The Seller guarantees that, in providing the Services, it will exert all due competence, care and diligence and will perform the Services in accordance with professional practice and current applicable regulations.

4.6. In case of defect and/or non conformity of the Goods and/or Services, the Seller assumes the responsibility for all direct or indirect damages resulting from such defect and/or non conformity and commits to refund the Buyer of such damages, including the damages deriving from whatever claim or legal action entered by a third party and that is direct and indirect consequence of the defect and/or of the non conformity.

#### 5. Terms of Delivery

5.1. The Seller shall exactly respect the terms and modes of delivery of Goods and rendering of Services specified in the Orders (to be considered essential to the Buyer's interest).

5.2. The date of delivery of the Goods or rendering of the Services shall be that specified in the Order, if not agreed upon otherwise in writing by the Parties. The Seller shall notify the Buyer as soon as possible in case of possible delayed delivery of the Goods and/or of rendering of the Services. Deferred, advanced or partial deliveries are not allowed, unless agreed upon by the Parties.

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**5.3.** The Buyer is entitled to reject Goods and/or Services, if any, that have arrived before the date stipulated and charge the Seller the transport and warehouse expenses and the financial costs relating to the period of advanced delivery.

**5.4.** In case of delayed delivery of the Goods and/or rendering of the Service for reasons attributable to the Seller, without prejudice to anything otherwise stipulated in the Order, the Buyer, at the Buyer's option, can: (i) Apply a penalty equal to 2% of the total amount of the Order for each week of delay and this without prior notice, up to 10% max of the total amount of the Order on the Buyer's unquestionable opinion, or (ii) terminate the Agreement, either totally or partially, if the delivery of the Goods and/or rendering of Services is postponed longer than one month (to be understood as 30 calendar days), pursuant to article 1456 Italian Civil Code, without prejudice to compensation for all damages sustained.

**5.5.** In any case, upon 60-day prior notice, the Buyer reserve the right to postpone the dates agreed upon for the delivery of the Goods and/or rendering of the Services. The request to postpone the mentioned date shall not entail any additional cost if the new delivery date established does not exceed 3 (three) months relative to the date previously agreed upon.

**5.6.** If the delivery date is postponed upon the Buyer's request, storage of the Goods at the Seller for a period of 3 months (to be understood as 90 calendar days) after Goods are packed, marked and released for shipment (INCOTERMS 2010) shall be free of charge. Beyond this period, the Seller can request an extra price equal to 0.5% of the value of the Goods per month. The Seller remains responsible for possible damages or thefts during the period of storage.

**5.7.** All Goods shall be shipped to the address specified in the Order, duly accompanied with the respective transport documents. If the Goods are shipped to a place other than shown in the Order, the Seller shall be responsible for whatever additional cost to be incurred in the aim of sending the Goods to the right destination.

**5.8.** If, upon the Buyer's request, the Goods are shipped directly to the Buyer's customers, relating communications shall be sent to both the Buyer and its customers.

The Seller shall send the Buyer a copy of the communication signed by the customer and confirming actual delivery.

**5.9.** All Goods returned by the Buyer to the Seller for any reason whatsoever shall be immediately credited for the entirety of their value and re-invoiced only if re-sent by the Seller.

**5.10.** The Seller shall ensure that all Goods supplied on the basis of the Order are adequately and properly packed to guarantee safe transportation. If not specified otherwise in the Order, all packing costs are exclusively at the Seller's charge and the Buyer is not obliged to return the packing items supplied by the Seller.

In case of loss or damages to the Goods during transport, the Seller shall hold the Buyer harmless of all damages suffered by the Goods due to unsuitable packing.

## 6. Transfer of Ownership

The ownership of the Goods/Services passes to the Buyer upon payment to the Seller of the price agreed upon by the Parties.

## 7. Terms of Payment

The terms of payment will be specified in the Orders or established in separated written agreements between the Parties. In any case, the payment is conditional on the delivery to the Buyer of the Goods together with the documents requested in the Order and/or on the rendering of the Service requested. The payment, even partial, of the price for the Goods and/or Services by the Buyer shall not absolutely entail the Buyer's acceptance of exact fulfillment of the Seller's obligations, nor a waiver of the rights to which the Buyer is entitled. The payment will take place within the term established in the Order from time to time. Deviations to the above agreement may occur upon simple request notified by the Buyer. Original invoices shall be prepared and sent to the Buyer as specified in the Order; every invoice shall clearly show the following information: Order number, transport document number, quantities and unit prices and all other information specified in the Order. The Buyer reserves the right to reject all invoices that do not comply with that detailed above.

## 8. Supplies from Abroad - Export and Import Documents

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The Seller commits to fulfill whatever obligation pertaining to the Seller and requested by Customs Authorities for both import and export operations on the basis of the INCOTERM 2010 established in the Order. All shipments coming from Sellers with registered office inside and outside the territory of the European Economic Community shall be accompanied with the necessary customs documentation, declaration of shipment value and any other document valid and acknowledged to identify the origin of goods and their delivery or shipment.

## 9. Acceptance of Goods and/or Services

**9.1.** The mere delivery of the Goods and/or mere rendering of the Services shall not entail acceptance of the supply. Whatever acceptance of delivery by the Buyer by means of a shipment receipt or similar document shall not constitute an acceptance of the Goods/Services. The Buyer reserves the right to inspect the Goods and/or assess the Services rendered within a reasonable period of time from delivery and/or rendering to make sure that these are compliant with the Order and/or Agreement.

**9.2.** If the Goods/Services supplied by the Seller are not compliant with the Order and/or Agreement either because they are not of the quality or quantity established in the Agreement or are not fit for the purposes for which they had been requested, the Buyer will be entitled to reject the Goods/Services within 3 months from delivery of Goods or rendering of Services and purchase elsewhere, in as much as possible, under the same technical specifications and agreement conditions, and this shall not be of prejudice in any manner whatsoever to any other claim that the Buyer may have towards the Seller. The actual payment shall not be of prejudice to the right to reject of the Buyer. Prior to exercising its right to buy elsewhere, the Buyer shall give the Seller a reasonable opportunity to replace the Goods/Services rejected with goods/services compliant with the Agreement and notify the Seller to do so in useful time.

## 10. Changes

**10.1.** During execution of the supply, the Buyer can change the quality, quantity and characteristics of the Goods and/or Services requested; these changes shall be promptly implemented by the Seller. Except for the cases when this is requested in writing by the Buyer, the Seller shall not modify the Goods and/or Services in any manner whatsoever.

**10.2.** If the aforesaid changes affect times and costs, the Seller may be entitled to a fair additional compensation and/or extension of the delivery term.

To this aim, the Seller shall notify the Buyer in writing about this effect in the shortest possible time, quantifying the value of each of such changes and/or indicating the extension of the delivery date. The Buyer will inform the Seller in writing about the acceptance of the additional costs and/or the extended delivery date or, if this is not the case, that it renounces to the changes proposed.

## 11. Warranty

**11.1.** The Seller guarantees the compliance of the Goods/Services supplied to that set forth in Clause 4 above for a minimum period of 12 months from the date when the Buyer starts using the Goods/Services (hereinafter the "Warranty Period"), if not otherwise agreed upon in writing by the Parties.

**11.2.** Without prejudice to the Buyer's rights to deem the Agreement terminated pursuant to article 1456 Italian Civil Code or other Buyer's rights established in these General Conditions, in case of defects and/or faults found in the Goods/Services during the Warranty Period, expressly in derogation from that provided for in article 1495 Italian Civil Code, the Buyer shall inform the Seller of said defects and/or faults within a reasonable lapse of time.

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**11.3.** Following the notification by the Buyer of a defect in an item of Goods and/or Service occurred during the Warranty Period, the Seller shall, at the Seller's expenses and within a reasonable lapse of time:

- In case of Goods, replace or, at the Buyer's exclusive option, repair the defective Goods in question. The Seller shall also refund the Buyer of all costs and expenses incurred by the Buyer to remove and reinstall the Goods or to stop production and in relation with other actions connected with Goods repair or replacement;
- In case of Services, correct the execution of the portion of the Services found defective by the Buyer or, at the Buyer's option, refund the Buyer the purchase price attributable to the non-conforming portion of the Services.

**11.4.** Replacement and/or repair of Goods and/or correction of the execution of the Services and/or refund of the purchase price attributable to the non-conforming part of the Services under these General Conditions shall not impair the Buyer's right to take legal action against the Seller in connection with the mentioned defects, and shall not limit or decrease the Seller's responsibility for loss or damages directly or indirectly resulting from the defective Goods/Services.

**11.5.** Repaired or replaced Goods and/or corrected Services shall in turn be guaranteed for a period of 12 months minimum as of the date when repair or replacement of the defective item of Goods or part of it or correction of the Service has been completed and accepted.

**11.6.** None of the clauses included in these General Conditions or in the Agreement shall entail any limit to the exercise of the rights entitled to the Buyer according to the law.

## 12. Force Majeure

**12.1.** A force majeure event (hereinafter also "Force Majeure") means whatever event beyond the reasonable control of either party among which, but not limited to:

- a) Acts of God, floods, drought, earthquakes and other natural disasters;
- b) Epidemics or pandemics;
- c) Terrorist attacks, civil war, civil unrest or turmoil, war, war threat or preparation for war, armed conflicts;
- d) Imposition of sanctions, embargo or severance of diplomatic relations;
- e) Whatever law or action taken by a government or a public authority, including but not limited to the imposition of restrictions, maximum limits or prohibition to import or export or missing obtention of a license or of a necessary authorization;
- f) All indications, requests, obligations or conditions (also not having legal validity) from whatever monetary agency, central bank or other bank, or financial institution;
- g) Nuclear, chemical or biological contamination;
- h) Collapse of buildings, fire, explosion or accident; and
- i) Interruption or failure to function of a utility service.

**12.2.** If either Party is prevented, hindered or delayed in or from fulfilling any of its obligations under the Agreement because of a force majeure event (hereinafter also the "Party Concerned"), the Party Concerned shall not be in a condition of breach of Agreement or, in any case, shall not be held liable for missing or delayed fulfillment of such obligations. Corresponding obligations on the other Party will be suspended and the time available for fulfilling such obligations shall be extended to the same extent as for the obligations of the Party Concerned. The Party Concerned (i) shall immediately notify the other party of the condition of Force Majeure, of the date when this condition began, probable or potential duration and effect of the Force Majeure on the Party Concerned's capacity of fulfilling any of its Agreement obligations and (ii) shall implement all reasonable measures to get around such hindrance and use its best efforts to mitigate the Force Majeure effect on the fulfillment of its obligations.

**12.3.** If the Force Majeure events persist for longer than 120 days (also non consecutive), the Buyer has the right to terminate the Agreement in accordance with that provided for in Clause 21.3.

## 13. Rights of Intellectual Property

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**13.1.** The Seller acknowledges that the Buyer is the holder of the industrial property right on all drawings supplied by the Buyer to the Seller and nothing in the Agreement can be construed as a granting of rights in favor of the Seller as regards said industrial property.

**13.2.** The drawings, models, specifications and any technical documents that will be made available to the Seller by the Buyer shall remain the sole property of the Buyer and can be used by the Seller exclusively for the Order performance. Therefore, no right can be claimed to them by the Seller. The Seller shall be responsible for their careful preservation.

**13.3.** All drawings, models, specifications and any technical documents made available to the Seller for Order performance shall be returned upon mere Buyer's request and, in any case, upon termination of the effects of the Agreement. The Seller must never keep any copy of them.

**13.4.** The Seller shall guarantee that the Goods or the Services supplied to the Buyer do not violate the industrial property rights of third parties in any manner whatsoever. Should the Seller, in the course of the Order performance, intend using devices, technical solutions and any other material covered by third parties' property rights, the Seller shall inform the Buyer beforehand and obtain the right to use them without further charges.

**13.5.** Should an item of Goods and/or Service or part of them be the object of a claim or legal action entered by a third party presuming that its industrial property rights have been violated, the Seller shall, at the Seller's expenses and option, (i) obtain the right to continue use of the Goods and/or Services for the Buyer, (ii) change or replace, in whole or in part, the item of Goods and/or Service to make it compliant, or (iii) in the absence of (i) and (ii), withdraw the violating Goods and refund the price received attributable to said Goods and/or Services.

In any case, the Seller shall commit to compensate and hold the Buyer harmless of any and all direct and indirect damages, costs, expenses (including legal expenses) and liabilities resulting from whatever claim or legal action entered by a third party for the violation of industrial property rights in connection with the Goods and/or Services supplied.

**13.6.** The Seller shall exclusively assign to the Buyer all industrial property rights on results of creative and inventive activities, conceived, realized or developed by the Seller for the performance or as a result of the Order (including, but not limited to, design projects, inventions, results, information, methods, specifications, know-how, software, photographic or filmed images, products or prints), even though they are not protected by a patent, copyright, or other forms of design right, without geographical or time limits. Upon the Buyer's request, the Seller shall supply a copy of such results. The price stipulated in the Order shall be comprised of the remuneration for the assignment of the aforesaid intellectual property rights, if not otherwise agreed upon in writing by the Parties.

**13.7.** With reference to the Goods designed according to technical specifications of the Buyer, the Seller shall commit to cooperate with the Buyer to amend design errors, if any, in as much as it knows. The Buyer commits to refund the Seller, at the its own expenses, of any claim for the violation of industrial property rights resulting from Goods or Services supplied by the Seller in compliance with the Buyer's design projects, specifications, and instructions.

## 14. Credit and/or Agreement Assignment and Subcontracting

**14.1.** The credits deriving to the Seller from Order performance shall not be assigned, even by means of factoring activities, without the Buyer's previous written authorization.

**14.2.** It is expressly forbidden to the Seller to assign or subcontract this Agreement, even partially, without the Buyer's previous written authorization. In any case, the Seller shall be responsible for all the work done and the goods supplied by any subcontractors.

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**14.3.** In case of assignment or subcontract, the Seller shall not be released in any manner whatsoever from the obligations resulting or, in any case, connected with this Agreement and shall guarantee compliance with the general measures, law provisions and obligations on health and safety at work as well as with whatever other applicable regulation by the subcontracting firm.

## 15. Inspections and Tests

**15.1.** The Buyer has the right to check any time correct and exact execution of supply, both during production and after the delivery of the Goods and/or rendering of the Services, and this also if the price was already paid. To this aim, the inspectors appointed by the Buyer shall be entitled to enter the Seller's premises during working hours, upon previous notice.

**15.2.** To this aim, the Seller shall provide the Buyer's representative with reasonably suitable structures.

**15.3.** Should the Buyer assess that the execution of the supply is not being performed according to the conditions defined in the Order and/or Agreement, the Buyer can fix a time limit not less than 5 (five) days within which the Seller must conform to the aforesaid conditions. If the time limit elapses to no avail, the Buyer is entitled to take action directly or through third parties and charge resulting costs to the Seller or, at the Buyer's option, terminate the Agreement in whole or in part pursuant to article 1456 of the Italian Civil Code, without prejudice to the right to compensation for the damages sustained. This applies without prejudice to the Buyer's right to withhold payments.

**15.4.** The Goods shall be submitted to all tests and standard checks carried out by the Seller and to whatever other test required by the Buyer.

**15.5.** The Buyer's representatives are entitled to assist to the tests carried out in the premises of the Seller or subcontractors, if any, and the Seller shall provide a reasonable prior notice to enable the Buyer to be present.

**15.6.** All inspections and/or tests and/or standard checks successfully completed as well as acceptance given by or in the name of the Buyer shall not release the Seller from whatever obligation taken in force of this Agreement.

## 16. Instruments, Tooling, Materials, and Models

**16.1.** The Buyer acknowledges and accepts that:

- The instruments, models, and tooling supplied by the Buyer to the Seller or used by the Seller for the performance of agreement obligations connected with these General Conditions;
- All materials handed over to the Seller by the Buyer for the performance of agreement obligations connected with these General Conditions

Shall remain exclusive property of the Buyer and the Seller shall not invoke any right or financial claim whatsoever on the tooling, instruments, models or material used for the performance of agreement obligations connected with these General Conditions.

**16.2.** The risk of loss, destruction or deterioration of the material and/or tooling and/or instruments and/or models shall pass to the Seller upon delivery. The Seller shall commit to sign an insurance policy covering all possible cases of damages suffered by the material and/or tooling and/or instruments and/or models made available by the Buyer while these are in the Seller's premises.

**16.3.** The Seller shall guarantee that the material, tooling, models, and instruments belonging to the Buyer will be used exclusively for the purposes of the agreement with the due diligence normally to be used in carrying out activities and be kept in good condition, except for normal wear-and-tear.

**16.4.** The Buyer can ask the Seller any time to return the tooling, instruments, models and/or material and, should the Seller not comply, the Buyer is entitled to enter the

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Seller's premises or those of a third party, and take back the tooling, models, instruments and material charging the costs thereof to the Seller. The Seller shall declare to waive whatever legal action or complaint in connection with the exercise of the right granted to the Buyer in this clause.

**16.5.** Upon Agreement termination (in whatever manner or time this happens), all residual materials as well as all tooling, instruments and/or models shall be immediately returned to the Buyer on the basis of the instructions that will be provided and all materials, tooling, instruments and/or models damaged due to willful misconduct or negligent behavior of the Seller's employees shall be replaced by the Seller at its own expenses.

**16.6.** It is expressly forbidden to the Seller to pledge the Buyer's materials, models, and tooling or give them as any other security for the Seller's debts.

## 17. Confidentiality

**17.1.** To the purposes of this clause, "Confidential Information" includes (i) whatever type of technical information, not of public knowledge, including but not limited to, drawings, technical and/or functional specifications, tables, sample, models, prototypes, methods, measure instruments, data banks, software, footages, digital videos, photographs supplied in whatever form by the Buyer to the Seller and/or that the Seller came to know for the production of an item of Goods or rendering of a Service; (ii) whatever else information, commercial or of other nature, relating to the Buyer, its materials, products, processes, services, and activities, in whatever form, given by and on behalf of the Buyer to the Seller and/or that the Seller came to know in connection with the performance of the Agreements; (iii) all inventions, knowledge, data, information of whatever title, methods, specifications, know-how, software, photographic or filmed images, deliverables conceived, realized or developed by the Seller for the performance of the Orders and/or of the Agreements; and (iv) whatever note, study or other document prepared by the Buyer that contains or anyhow reflects information as mentioned in the previous points.

**17.2.** The Seller must:

- a) Keep Confidential Information secret and not disclose it to any third party;
- b) Implement all reasonably necessary and suitable precautionary measures to prevent disclosure and unauthorized use of Confidential Information;
- c) Use Confidential Information only in as much as it is required for the performance of the Agreement;
- d) Not reproduce or copy Confidential Information beyond the limits expressly authorized by the Buyer;
- e) Limit dissemination of Confidential Information within its organization only to those employees whose tasks justify the need to know such Confidential Information;
- f) Inform the employees within the its organization who come to know Confidential Information about the secrecy commitments that come with such information;
- g) Impose and guarantee observance of the obligations deriving from this clause to whatever third party to which the Seller should transfer Confidential Information within the scope of Agreement performance, it being understood that the Seller shall be responsible toward the Buyer for whatever violation of the obligations under this clause as regards Confidential Information committed by the mentioned third party.

**17.3.** The limitations foreseen in this clause shall remain valid even after termination or expiration of the Agreement and its effects.

## 18. Insurance Obligations

**18.1.** The Seller shall sign and keep in force at its own expenses insurance policies suitable to cover the Seller's obligations and liabilities resulting from the Orders and/or Agreements.

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In particular, the Seller commits to sign and keep in force throughout the period of validity of this Agreement not only the mandatory insurance policies as provided for by the law and the insurance policies covering personal injuries to the Seller's employees and external cooperators, if any, but also the following insurance policies:

- a) A Third-Party Liability insurance policy covering damages to people and property that may be caused by the Seller and its personnel and also by the products used in carrying out the activities object of this Agreement;
- b) An Employer's Liability insurance policy covering the Seller's personnel;
- c) A Motor Vehicles Liability insurance policy.

**18.2.** The above-mentioned policies shall be entered with prime insurance companies to the Buyer's liking and with limits of indemnity deemed suitable by the Buyer.

**18.3.** Upon request, the Seller shall make available copies of the respective insurance policies to the Buyer.

## 19. Reimbursements and Compensations

The Seller must indemnify the Buyer and the Buyer's employees, subcontractors, agents and customers (on whose behalf the Buyer enters the Agreement) for whatever loss (including indirect losses and test costs), damages and injuries suffered by the Buyer or whatever else person or party and in relation with all actions, complaints, claims, costs, debiting of expenses (legal expenses included) that may result in as much as these were caused totally or partially by any possible defect (either latent or patent) in the Goods, work or service or by infringement of the Agreement or by negligence or violation of a statutory obligation by the Seller, its employees, subcontractors or agents directly or indirectly connected with the Agreement or following the Seller's failure to meet whatever obligation under this document.

## 20. Withdrawal

The Buyer is entitled to withdraw any time from the Agreement, in whole or in part, upon a 3-month prior notice to be communicated by registered letter with return receipt or certified e-mail. In this case, the Seller's right to be paid for the Goods delivered and/or the Services rendered on the basis of the Order to the date of withdrawal shall not be affected. Following the withdrawal communication, the Seller shall immediately discontinue the works and deliveries connected with the Order and within the next two months shall present the Buyer with its refund requests for the expenses incurred for Order performance to the date of withdrawal. The Seller shall make all that is reasonably possible to limit its expenses and the Buyer is be responsible for requests submitted beyond the limit of two months from the date of withdrawal.

## 21. Suspension and Termination

**21.1.** The Buyer has the right to suspend Order performance, in whole or in part, any time for a period of three months maximum by means of previous written notice to the Seller and with no obligation whatsoever to pay any compensation to the Seller.

**21.2.** Without prejudice to the option under the previous point and to any other remedies provided for by the law and those provided for special cases, should the Seller not fulfill its obligations, the Buyer can order the Seller to fulfill them within 15 (fifteen) days from reception of the warning notice, informing the Seller that failure to do so within that period shall entail termination of the Agreement.

**21.3.** In any case, the Buyer is entitled to immediately terminate the Agreement pursuant to article 1456 Italian Civil Code by means of a written communication to be sent to the Seller by registered letter with return receipt or certified e-mail should any of the following cases occur:

- a) The Seller assigns the Order to a third party or subcontracts the supply, in whole or in part, without the Buyer's prior written authorization;

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- b) The Seller makes changes to the object of the supply without the Buyer's prior written permit or authorization;
- c) Force Majeure events persist for a uninterrupted period exceeding 120 days also non consecutive;
- d) The Seller does not implement the remedies provided for in Clause 11;
- e) The Seller violates anti-bribery regulations, the Code of Ethics rules and the principles of the Organizational, Management and Control Model pursuant to Italian Legislative Decree 231/2001 and Annexes thereof (hereinafter also "Model 231");
- f) If the Seller has instituted against it proceedings seeking a judgment of insolvency or bankruptcy;
- g) If the financial situation of the Seller does not guarantee the fulfillment of the obligations taken under this Agreement;
- h) The Seller violates the provisions on safety and prevention of accidents at work and of occupational diseases;
- i) The Seller violates the provisions on environmental protection and waste disposal;
- j) If salary, social security, and tax irregularities of the Seller are found as regards obligations towards the workers involved in agreement performance as well as in case of failure to produce the documents confirming correct fulfillment of such obligations upon the Buyer's request;
- k) Failure to comply with and failure to fulfil current and future regulations regarding the employment of the personnel involved in the performance of the Agreement and the applicable national collective labor agreement, are found as well as in case of failure to produce the documents confirming compliance with such regulations and the collective labor agreement upon the Buyer's request;
- l) Failure of the Seller to enter and/or renew the following insurance contracts: Third Party Liability and the Employer's Liability policies (covering damages caused to third parties or to the Seller's employees, respectively) and the Motor Vehicles policy and failure to pay the premiums thereof as well as in case of failure to produce the documents confirming the regular fulfillment of such obligations upon the Buyer's request;
- m) The Seller, with no reasonable reason, suspends the execution of Agreement performance for a period exceeding 30 calendar days;
- n) The Seller has not completed Agreement performance within the term foreseen;
- o) The Seller does not carry out Agreement performance in accordance with that provided for in this Agreement and annexes thereof.

Failure to avail itself of this option in any of the above-mentioned situations, does not entail the Buyer's tacit acceptance of the breach of agreement.

**21.4.** In all cases of suspension and termination, the Seller's responsibility as laid out in Clause 19 and the Buyer's right to be refunded of all damages incurred still apply.

## 22. Governing Law and Jurisdiction

**22.1.** The Parties shall expressly acknowledge that this Agreement is regulated, governed and construed exclusively in compliance with Italian law. The application of the Vienna Convention on the International Sales of Goods is expressly excluded.

**22.2.** The Court of Cagliari shall have exclusive jurisdiction over any dispute deriving from this Agreement, disputes regarding its validity, effectiveness, interpretation, performance, termination and in any case cessation of the Agreement and the obligations resulting therefrom.

## 23. Notices

Formal notices provided for in these General Conditions shall be considered effectively given only when sent in written by registered letter with return receipt to the address of the addressee shown in the Order or other address indicated from time to time by the Buyer or by the Seller as being the Buyer's or Seller's own address or electronic

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registered e-mail (PEC). Daily communications for order management can be exchanged also via e-mail and/or fax.

#### 24. Information Note ex 13 del Regulation UE n. 2016/679

Pursuant to article 13 del Regulation UE n. 2016/679 (hereinafter "GDPR 2016/679"), the Buyer informs the Seller about the treatment of the personal data that will be collected and processed by the Buyer in his capacity as Data Controller ("Data") for the fulfillment of all obligations and activities in connection with the Agreement. Collection, treatment and storage of the Seller's Data will be carried out exclusively to meet the legal and agreement obligations and for accounting and administration purposes. Such data can be processed by the Buyer's staff in charge of this task as well as by any third parties that supply the Buyer with outsourced services ordered for the same purposes. Data can be treated by electronic means and/or on paper in full respect of that provided for in the GDPR 2016/679. Submittal of Data by the Seller is optional; however, failure to submit Data may entail the impossibility for the Buyer to execute the Order or to continue the agreement relationship with the Seller. With reference to the aforesaid Data, the Seller can exercise the rights under GDPR 2016/679 of access, rectification, erasure, opposition to treatment, etc. at any time; to this aim, the Seller can contact the Buyer's management. The Seller shall authorize the Buyer to transfer the Seller's Data abroad for the same purposes, even to non-EU Countries.

#### 25. Italian Legislative Decree 231 of 8 June 2001

The Seller shall declare to know current regulations on administrative responsibility of legal entities for offences committed by directors, employees and/or cooperators, namely all that is provided for in Italian Legislative Decree 231 dated 8 June 2001. The Seller shall also declare that it has viewed the Organizational, Management, and Control Model (hereinafter, Model 231) and the Code of Ethics implemented by the Buyer in the Buyer's web site [www.remosa-valves.com](http://www.remosa-valves.com). The Seller shall commit to comply with the rules and principles thereof throughout the period of validity of the Agreement and to respect the other international regulations to combat bribery (including the US regulation "Foreign Corruption Practices Act" and the UK regulation "Bribery Act").

The Seller shall also commit to impose the above-mentioned principles and values to its subcontractors and sub-suppliers, if any, regularly monitoring that they meet this obligation.

The Seller shall acknowledge that the Buyer is entitled to assess, any time, directly or through a third party, that the obligations taken by Seller in force of this clause are duly met.

The Seller must notify whatever violation or presumed violation concerning Model 231 and the Code of Ethics to the following e-mail address [Remosa.ODV@imi-critical.com](mailto:Remosa.ODV@imi-critical.com). Such warning messages shall contain a description of the events that are an even presumed violation of the provisions in Model 231 and in the Code of Ethics, including information on the time and place of the events described and, on the persons, involved. The Buyer protects third party's employees and cooperators against detrimental consequences, if any, resulting from the warning message and guarantees that the identity of the senders will remain confidential at all times, except for law obligations.

The Parties shall agree that even partial infringement of the rules and principles contained in Model 231 and in the Code of Ethics is an extremely serious breach of the Agreement and entails the application of a penalty conventionally calculated in 10% of the contractual consideration for minor infringements and immediate termination of the contractual relationship in case of major infringements. The Seller shall commit to guarantee and hold harmless the Buyer from all possible third party's action or claim deriving or resulting from such infringements and to repay the Buyer of the damages sustained in consequence thereof.

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## 26. Obligations of the Seller towards the Personnel Used for Agreement Performance (for provision of services and/or works only)

**26.1.** Prior to starting Agreement performance, the Seller shall commit to hand over to the Buyer the documents requested by the Buyer to assess the technical and professional fitness of the Seller in relation with the activities object of the Agreement, as under the regulations on protection of health and safety at work.

**26.2.** The Seller shall commit to rely exclusive on its duly hired personnel for Agreement performance or personnel employed in force of a regular labor leasing agreement; these personnel must be suitably qualified and fit to the type of work to be done. The Seller shall employ its personnel according to the times, modes and length of time that the Seller deems necessary. Therefore, in compliance with Italian Legislative Decree 276 dated 10 September 2003, whatever paid-employment relationship between the Buyer and the Seller's employees is ruled out.

**26.3.** Throughout the period of validity of this Agreement, the Seller shall guarantee to the personnel a suitable regulatory and salary treatment as well as regular fulfillment of relating social security, insurance and tax obligations, in full compliance with applicable regulations. In particular, when managing relations with its employees, the Seller shall commit to adhere to current applicable regulations and applicable collective labor agreements as well as to present and future law provisions for the prevention of work accidents, insurance of workers against personal injuries at work and occupational diseases, and safeguard, protection and assistance to the workers. To this effect, the Seller shall make available to the personnel all necessary technical means, personal protection equipment and tooling.

**26.4.** The Seller shall commit to give the Buyer, upon the Buyer's request, all documentary evidence of compliance and accurate fulfillment of present and future regulations on the work relationship with the personnel involved in Agreement performance (including but not limited to the D.U.R.C./document confirming regular payment of social security contributions, copy of the Payroll Ledger bearing data of work registration, copy of the communication of implementation of the work relationship as Unilav form, copy of the document under which they were engaged, copy of the labor leasing declaration for the workers sent by a labor leasing agency).

**26.5.** A confirmed violation of that detailed in the previous clauses, will enable the Buyer to: i) discontinue the payment of the remunerations due to the Sellers as long as the Seller does not give evidence that the it has fulfilled any and all law provisions as regards social security, contributions and salary as applicable to its personnel involved in Agreement performance (missing or irregular D.U.R.C.); ii) terminate the Agreement, without prejudice to the Buyer's right to claim greater damages, as better specified in Clause 21.3 (j) and (k).

**26.6.** The Seller shall also commit to implement all measures for the workers' physical integrity as foreseen in current regulations, namely the provisions in Italian Legislative Decree 81 dated 9 April 2008 n. 81 and require that they are used correctly.

**26.7.** The above obligations shall extend to subcontractors, if any, should the Buyer authorize in writing the subcontracting of the execution of Agreement activities or part of it.

## 27. Machines, Tooling and Work Means (for provision of services and/or works only)

**27.1.** The machines, tooling and work means that the Seller intends to use for Agreement performance shall conform to current law provisions, be efficient and in good operating condition.

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**27.2.** The work tools subject to testing or regular checks also by Public Bodies shall be up to date with the checks required. The Seller shall produce suitable evidence of the scheduled maintenance works carried out to tooling, work means and associated instrumentation, as provided for by the laws in force.

**27.3.** During the execution of Agreement activities, the Seller shall commit to entrust the use of such machines, tooling and work means to duly skilled and trained personnel and to follow, and have the other follow, the instructions given in the operation manuals and in any other documents that may accompany the machines, equipment and/or work means.

**27.4.** The Seller shall also commit to take care that such tooling be made inoperational and put in a safe condition during the pauses and when not in use.

**27.5.** The Seller shall take all risks resulting from use and hold the Buyer harmless of whatever liability for damages to people and/or property that may be caused by the use of said machines, tooling and/or work means.

**27.6.** It is expressly forbidden to the Seller to use machines, tooling and/or work means belonging to the Buyer without the Buyer's prior written authorization.

**27.7.** Without prejudice to the above, the Seller becomes the keeper of the Buyer's machines, tooling and/or work means as of the Seller receives and accepts the aforesaid property, with the obligation of keeping them with due diligence and shall be held responsible in case of deterioration or destruction, even if caused by a third party. Namely, in case of damages or destruction, the Seller shall commit to pay costs to repair or repurchase them to the Buyer. Also, the Seller shall commit to immediately inform the Buyer of any type of faults or malfunctioning.

## **28. Safety (for provision of services and/or works only)**

**28.1.** The Seller shall declare that it has received any and all useful and detailed information about the risks connected to the performance of this Agreement and that it has also carried out its own evaluation of such risks by surveying the places where the performance is to be executed and having found them compliant with that provided for by the laws in force on safety and hygiene at work.

**28.2.** The Seller shall acknowledge that the Buyer has promoted cooperation for the implementation of the safety measures and for the prevention of risks and accidents at work as regards the activities object of the Agreement as well as coordination of protective and preventive actions against the risks to which the worker are exposed on the basis of the information that the Parties have exchanged, also in view of eliminating the risks resulting from the interference of the activities carried out by the various firms involved in the execution of the works in their entirety.

**28.3.** The Seller shall declare that it has analyzed the risks connected with the performance of this Agreement and that it has informed and instructed its employees to this regard.

**28.4.** Should the Seller fail to adhere to provisions for safety and prevention of work accidents and occupational diseases, namely that defined in the document for the evaluation of interference risks (so called D.U.V.R.I.), this justifies immediate discontinuation of the service and/or works and/or of the payments as well as the exercise of the option foreseen in Clause 21.3 (h) by the Buyer.

## **29. Observance of Law on Environmental Protection and Waste Disposal (for provision of services and/or works only)**

**29.1.** The Seller shall guarantee compliance with all current regulations on environmental protection and commit to implement whatever measure necessary to avoid all potential risks of damage.

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**29.2.** The Seller shall also guarantee that all unloading of materials will take place, at the Seller's care, outside the Buyer's facility at landfills or authorized disposal sites and in compliance with applicable regulations.

In relation thereof, the Seller shall be deemed the sole responsible towards the competent authorities for any unfulfillment and for the consequent penalties that may be applied to the Buyer.

**30. Seller's Responsibility (for provision of services and/or works only)**

**30.1.** The Seller, operating in full autonomy and at its own total risk, assumes all civil, criminal, and administrative liabilities resulting from Agreement performance.

**30.2.** The Seller shall assume the broadest responsibility for all damages, if any, to property or people that, during Agreement performance, the Seller, its employees, representatives or subcontractors, directly or indirectly, may cause to third parties, the Buyer or the Buyer's employees, independently of the mode with which the damaging event occurs and commits to hold the Buyer harmless.

**30.3.** In particular, the Seller shall commit to hold harmless and guarantee the Buyer in the case the Buyer is asked to pay amounts due for taxes, contributions, social security or compensation to the Seller's employees, the Italian Social Security Agency (INPS), the Italian Disability Social Security Agency (INAIL) or other entitled payees. In any case the Buyer can exercise the right of recourse towards the Seller.

**30.4.** Furthermore, the Seller shall commit to refund, compensate and hold the Buyer harmless of whatever damage and financial consequence resulting from whatever appeal or action entered in whatever venue, also criminal, against the Buyer by a third party for damages to the environment, if any, connected with the non-observance of safety and environmental rules and provisions of any type and anyhow connected with Agreement performance.

**30.5.** The Seller shall take on the broadest responsibility in case of accidents or personal injuries occurred at work to the personnel employed in Agreement performance and commits to hold the Buyer harmless.

**31. Miscellaneous**

**31.1.** Whatever failure to exercise or delay in exercising any of the rights under the Agreement and these General Conditions shall not constitute waiver of the right in question and failure by the Buyer to contest a breach of the Agreement shall not constitute a waiver of the right of contesting, not of whatever other breach.

**31.2.** If one or more clauses in these General Conditions shall be determined to be not valid, this shall not lead to the invalidation of the whole Agreement.

**FOR ACCEPTANCE** (stamp and signature) -----

Pursuant to and for the effects of articles 1341 and 1342 Italian Civil Code, we also declare that we have read and specifically accept the following clauses: Clause 3 – Order Confirmation and Price; Clause 4 – Description of Goods and/or Services: Quality and Quantity; Clause 5 – Delivery Terms and Modes; Clause 9 – Acceptance of Goods and/or Services; Clause 10 – Changes; Clause 11 – Warranty; Clause 12 – Force Majeure;

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Clause 13 – Intellectual Property Rights; Clause 14 Credit and/or Agreement Assignment and Subcontracting; Clause 15 – Inspections and Tests; Clause 16 - Instrument, Tooling, Materials and Models; Clause 17 – Confidentiality; Clause 18 – Insurance Obligations; Clause 19 – Compensations and Indemnities; Clause 20 Withdrawal; Clause 21 – Suspension and Termination; Clause 22 – Governing Law and Jurisdiction; Clause 26 – Seller's Obligations towards the Personnel Used for Agreement Performance (for provision of services and/or works only); Clause 27 – Machines, Tooling and Work Means (for provision of services and/or works only); Clause 28 – Safety (for provision of services and/or works only); Clause 29 – Compliance with Law on Environmental Protection and Waste Disposal (for provision of services and/or works only); Clause 30 – Seller's Responsibilities (for provision of services and/or works only).

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