

TERMS AND CONDITIONS OF PURCHASE

1. PURCHASE ORDER

- 1.1 The delivery is dependent on the Supplier's acceptance of the present order and its terms and conditions, without reservation. The Supplier shall send to the Buyer the attached copy signed, within 4 days after its receiving. The fulfilment of the delivery represents in any case the unconditional acceptance of all contract terms making an exception to art. 1341 of the Italian Civil Code as agreed between the parties.
- 1.2 The purchase order, as well as the resulting rights and obligations, shall not be completely or partly given by the Supplier to a third party without written acceptance of the Buyer.
- 1.3 The prices are considered as accepted by the Supplier and may not be modified making an exception to art. 1467 of the Italian Civil Code, as agreed between the parties, independently from any further event.
- 1.4 Shall the present acceptance of order not be sent within 4 days from the order date, the Buyer does reserve the right to cancel the order with a communication to the Supplier, otherwise the order is considered confirmed. Shall the conditions in the confirmation be different to the ones of the order, the contract is improved as soon as one of the parties received from the other one the acceptance of the contract terms.

2. DELIVERY TERMS AND PENALTY

- 2.1 The date of the required and fixed delivery in the order is definitive, binding and fundamental. It refers to the complete availability of the goods in the place stated in the Buyer's order.
- 2.2 In any case of delay chargeable to the Supplier and not previously agreed with the Buyer, a 2% penalty for the value of the non-delivered goods and for every week of delay, will be charged to the Supplier, provided the right to complete compensation for damages and / or penalties suffered by the Buyer.
- 2.3 The Supplier declares to be aware of the estimated penalties for delivery delays and agrees with its application even without related advice.
- 2.4 In case of delivery delay the Buyer reserves the right to cancel the order for the remaining quantity to deliver, without any charges and / or damages being the Supplier aware of this procedure.
- 2.5 The Supplier shall opportunely inform the Buyer about the reasons of delay, even supposed, as soon as he gets the information. This is not an implicit and declarative exception to the previous sections.

3. DELIVERIES AND INVOICES

- 3.1 The supplied products are to be considered delivered to the Buyer's warehouse, even when the transport costs are charged to the Buyer. On delivery the related risks oversee the Buyer.
- 3.2 According to the applicable law requirements a delivery note (DDT) shall follow the materials and expressly indicate as follows: Order number, order line, Supplier material code, Buyer material code and related drawing, delivered quantity, material description.
- 3.3 Any delivery shall be clearly identified by a label indicating at least the following information: Supplier head office, material codes, drawing or material code and related Buyer's purchase order.

- 3.4 The invoices shall be issued and sent in the original without being attached to the delivery. These shall exactly indicate the references of the delivery note, the order number, the Supplier identification number, the delivered material codes and quantity.
- 3.5 The Buyer may have the right not to accept and return at Supplier's expense the delivered materials which do not refer to any orders or authorisations of the Buyer. This is also valid for any excess of agreed margins or any acceptance bill which is not authorised in writing.

4. INSPECTION

- 4.1 The Supplier assures to the Buyer and / or to authorised people the free admission to its plants, providing any information or assistance, in order to control the regular supply development.
- 4.2 The materials shall be examined by the Supplier before the dispatch according to the technical documentation attached or reported in the order.
- 4.3 The Buyer reserves the right to reject and return, at Supplier's expense, the lots which do not result in accordance with the technical requirements of its specifications, during the acceptance as well as the production and / or the assembling. The Supplier, on demand of the Buyer, shall opportunely replace the above-mentioned material with the compliant one and deliver it to the Buyer charging the transport costs.
- 4.4 In case of urgency the Buyer has the right to select the above-mentioned material and make restoration workings to make the products compliant, debiting in the final balance these costs to the Supplier.
- 4.5 The acceptance of the material and / or its inspection made by the Buyer does not decline the responsibility and law or guarantee rights of the Supplier.
- 4.6 The acceptance and / or refusal of the materials and the related notifications shall be made by the Buyer to the Supplier within 24 months from the delivery date of the goods.

5. QUALITY AND WARRANTY

- 5.1 Except otherwise stated in the Supply contract, the warranty on the supplied product is Valid for 24 months from the receiving date of the goods.
- 5.2 The Supplier assures that the goods are supplied in accordance with the order, are suited to the requested usage and lacking in defects.
- 5.3 The Supplier is not allowed to introduce any modification to material used, manufacturing process and control and test methods without having received in advance a written approval from the Buyer.
- 5.4 In case of defected or non-compliant goods the Buyer can choose among repairing, free replacement of the products by the Supplier or acceptance of a credit note equal to the purchase price together with replacement of the goods. In any case, when these defects are stated in the period of warranty, the Buyer does reserve the right to claim for a compensation of the heaviest damages resulting from the non-compliance of the purchased product.
- 5.5 For repaired and / or replaced supplies, the warranty indicated in the order is valid starting from the date of repairing and / or replacement finishing.
- 5.6 The warranty of the Supplier is extended to the Clients of the Buyer. According to the given warranties, the latter can request to the Supplier the replacement of the materials considered defected and the recognition of all related costs and / or damages being the Supplier aware of this obligation.

- 5.7 In case the Buyer is convened by third parties before a court for civil and contract liability (product liability included) due to defects in supplied materials, the Supplier shall indemnify and save the Buyer harmless from and against expenses for any and all arising damages.
- 5.8 In case the Buyer starts an action in order to replace and / or repair defected and / or noncompliant material, even though after the warranty period, the Supplier shall furnish the goods free of charge and without expenses. In case of expenses sustained by the Buyer, the Supplier shall refund to it the costs.

6. DEVICES AND SECRECY

- 6.1 Moulds, samples and other devices furnished by the Buyer, or produced for it, which are its property and / or partnership with it, are reserved by the Supplier for the sole usage of the Buyer and the sole realisation of the order. All the devices shall be returned to the Buyer together with the deliveries and / or against its demand.
- 6.2 Any technical documentation and / or devices shall not be modified except as otherwise stated in writing by the Buyer.
- 6.3 Any drawings, specifications and further information given to the Supplier are considered absolutely restricted and shall not be used by the Supplier for other purposes different from the order fulfilment.
- 6.4 The spreading of documents, information and / or devices different from what previously stated, shall be authorized in writing by the Buyer. The Supplier shall expressly not spread to third parties the order details and / or the products or the supplied services.

7. DISPUTES

- 7.1 Any disputes against the Buyer shall be referred to the competent court of jurisdiction in the town where the Buyer's registered office is situated.
- 7.2 No terms and conditions other than the ones set forth in the present document shall be binding for the Buyer, except otherwise accepted in writing.
- 7.3 Only the Italian version of Everel Terms and Conditions of Purchase is legally binding. This document may not be copied or used by or provided to any person or entity who is not a Supplier within the supply chain of Everel Group SpA.

8. PAYMENTS

- 8.1 Derogating the administrative order 231/2002 no automatism related to the application of interests on delayed payment may exist between the parties. These shall communicate in writing by registered letter with acknowledgment of receipt their willing in the application of interests on arrears at the current debtor rate.
- 8.2 The payments are ruled by the payment conditions agreed between the Buyer and the Supplier and stated in the order.
- 8.3 The payments with expiry date 31.08 and 31.12 will be settled respectively within 15.09 and 15.01.

9. **CODE OF ETHICS**

- 9.1 Everel Group S.p.A. has officially approved its own Organizational Model pursuant to Legislative Decree 231/2001 and its own Code of Ethics on 20th December 2010. Both documents set out the ethical principles of conduct and implementation procedures in charge of regulating the Group business activities.
- 9.2 The Supplier acknowledges acceptance of Everel Code of Ethics and Organizational Model, in its General and Special parts, available on the website www.everel.eu - download - corporate documentation. The Supplier also declares to be aware of current legislation on liability of legal persons and, in particular, of the provisions of the Legislative Decree dd 8th June 2001, n. 231.
- 9.3 Carrying out activities related to the execution of this contract, the Supplier shall not to keep any behavior, engage any act or omission or give rise to any act that can integrate any of the crimes subject to the penalties provided for in the Legislative Decree dd 8th June 2001, n. 231.
- 9.4 The Supplier declares to share the principles and rules contained in the Code of Ethics Everel Group SpA and be aware that the violation of its provisions will legitimize Everel Group SpA to terminate the Contract in accordance with and for the purposes of Art. 1456 cc, being understood the compensation for any damage caused to the company itself.
- 9.5 Only the Italian version of Everel Terms and Conditions of Purchase is legally binding. This document may not be copied or used by or provided to any person or entity who is not a Supplier within the supply chain of Everel Group SpA.
The Supplier declares: i) to share the principles and rules contained in the Code of Ethics Everel Group approved on 20.12.2010, available on the web site (www.everelgroup.com, download, corporate documentation); ii) to be aware that the violation of its provisions will legitimize Everel Group SpA to terminate the Contract in accordance with and for the purposes of Art. 1456 c.c. (civil code), being understood the compensation for any damage caused to Everel Group.

Signature for acceptance _____

According to art. 1341 and 1342 of the Italian Civil Code the Supplier affirms to accept all the conditions and included agreements and have considered the related agreed and stated clauses: He particularly affirms to approve the following clauses and conditions:

1. Purchase Order, section 1.1 and 1.3;
2. Delivery Terms and penalty;
4. Inspections; Quality and Warranty; Devices and Secrecy;
8. Payments, section 8.1.
9. Code of Ethics

Signature for acceptance _____