

## GENERAL CONDITIONS OF PURCHASE NOVOTEMA SpA

### 1. INTRODUCTION

1.1 These general conditions of purchase govern exclusively any and all Purchase Orders, and/or Purchase Agreements, issued by Novotema S.p.A. ("the Buyer"). Any variation of, or appendix to, as well as any different Terms & Conditions of the Seller ("the Seller") shall be binding unless specifically agreed in writing by the Buyer.

### 2. DEFINITIONS AND ACCEPTANCE OF CONTRACT

2.1 Under these General Conditions of Purchase, "the Contract" means:

- I) Any special conditions written or referred to on the face of the Order;
- II) These General Conditions of Purchase.
- III) The Code of Conduct and the Privacy Policy enclosed to the General Condition of Purchase.

2.2 Each delivery based on a specific Purchase order is to be considered a separate Contract subject to these Conditions. In case of discrepancies between the terms in the Purchase order or in other individual agreements and these General Conditions of Purchase, the specific terms of the Purchase order or other agreements will supersede these General Conditions. If the Order is not explicitly accepted by the Seller, commencement of design, manufacture, delivery, start of invoicing or supply of the goods or services constitutes acceptance by the Seller of the Buyer's order under these General Conditions of Purchase.

### 3. INSPECTION AND TESTING

3.1 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the goods during manufacture, processing or storage at any reasonable time and shall provide the Buyer with all facilities reasonably required for such inspection and testing. If as a result of inspection or testing the Buyer is not satisfied that the goods will comply in all respects with the Contract and so informs the Seller within 7 days of inspection or testing, the Seller shall take all such steps as are necessary to ensure compliance.

3.2 Inspection and testing in accordance with this clause shall not relieve the Seller of any liability nor imply acceptance of the goods or services.

3.3 If the Contract includes the carrying out of tests on goods or services after their receipt by the Buyer, then delivery or supply shall not be deemed complete until (i) such tests have been passed successfully to the satisfaction of the Buyer, and (ii) the Buyer has confirmed in writing to the Seller the successful results of the tests.

3.4 Even if the Contract does not require testing, goods and services are accepted only when the Buyer has had reasonable time to inspect the goods or verify the services after their delivery or supply.

### 4. TRANSFER OF TITLE AND CUSTODY OBLIGATION

4.1 Title to the goods shall pass the Buyer on delivery or if earlier upon payment to the Seller of not less than 51% of the Contract price of those goods.

4.2 Goods belonging to or provided by the buyer which are in the Seller's custody for any purpose shall be clearly marked and recorded by the Seller as belonging to the Buyer and shall be at the Seller's risk.

### 5. DELIVERY DATE AND DELAY OR POSTPONEMENT OF DELIVERY or SUPPLY

5.1 The delivery date, date of completion of the works and services or, in the case of a service being performed at regular intervals, the period of the Contract, shall be specified in the Order or otherwise agreed in writing. The Seller shall furnish such programs of manufacture and delivery as the Buyer may reasonably require.

5.2 The Seller shall notify the Buyer if any delivery or performance is likely to be delayed beyond the specified date. If delivery or performance is delayed beyond the Contract delivery dates, the Buyer shall be entitled to

claim any liquidated damages provided for in the Contract (which shall then be its sole remedy for delay, though not for defects) or, if none are provided for, unliquidated damages to be determined according to applicable legislation in that moment.

5.3 The Buyer may by notice in writing to the Seller given at any time before delivery of the goods in accordance with clause 4.1 postpone delivery of all or some of the goods. It shall then be the duty of the Seller as from the time when the goods are due and ready for delivery to:

- a) store the relevant goods or cause them to be stored.
- b) give written notice to the Buyer stating where the relevant goods are stored and what term; and
- c) take all reasonable steps to safeguard the relevant goods and prevent their deterioration

5.4 If agreed upon, the Buyer shall be liable to the Seller for the reasonable costs of storing the relevant goods including the costs of any insurance effected on the relevant goods for the benefit of the Buyer, if requested by the Buyer. Such costs must be proved in writing.

### 6. COMPLIANCE AND QUALITY ASSURANCE

6.1 Goods and services shall conform to all requirements of the Contract (included quality and technical specifications), be of satisfactory quality (as defined in the Contract), and be free from defects in the design material (if goods), or from defects in workmanship (if services). Goods and services shall be fit for any purpose of the Buyer, of which the Seller is or should be reasonably aware. They shall be made or performed in accordance with good engineering practice and highest quality standards (included technical specifications), and all applicable standards and legislation. Goods shall be delivered complete with all instructions, warning and other data necessary for safe and proper operation. Goods or services which do not comply with any of the above (except in respect of minor matters that do not affect performance) shall be deemed to be defective.

6.2 If for any reason the Seller is uncertain as to whether the goods or services to be supplied by it will comply with any of the above, it must promptly and before dispatch inform the Buyer in writing with full details of the possible non-compliance for consideration. Written acceptance or rejection of the Seller's application will then be provided by the Buyer in as timely a manner as possible, and in any case within 10 working days, without any Buyer's responsibility against the Seller.

6.3 The Seller shall have in force and maintain throughout its performance of the Contract an accredited quality assurance system and shall allow the Buyer, or any of its suppliers or any other party reasonably nominated by the Buyer to inspect the Seller's quality assurance documents and procedures at any of the Seller's premises, upon reasonable notice.

### 7. VARIATIONS

7.1 If The Seller shall accept any reasonable variation in scope, specification, quantity or delivery requested by the Buyer. The price shall be adjusted to reflect the variation having regard to the rates and prices used in the Contract or, where these are not relevant to what is fair and reasonable.

7.2 Neither party shall be bound by any Contract variation unless and until it is confirmed by an official amendment to the Order issued by the Buyer.

### 8. PRICE AND PAYMENT

8.1 Where the Buyer has issued no variation in scope, specification, quantity or delivery (see par. 7), the prices stated on the Order are fixed and firm for the duration of the Contract.

8.2 Unless otherwise stated in the Order, the Contract price shall be inclusive of the costs of delivery to the delivery address stated on the face of the Order.

8.3 Unless otherwise stated in writing, payment shall be made by the Buyer against services performed in accordance with the Contract or delivery

of compliant goods together with all documentation required under the Contract within 90 (ninety) days from the end of the month in which an acceptable invoice was submitted, provided that goods or services are compliant acc. to par. 6.

8.4 The Buyer may deduct from any payments otherwise due to the Seller any reasonable estimate made in good faith of losses or damages that it is likely to suffer due to any breach of Contract by the Seller. If any later assessment of such loss or damage, and in any case no later than 90 days from the date of the Buyer's deduction from payment to the Seller, requires any repayment to the Seller, such repayment shall bear no interest and its previous deduction shall not be a breach of Contract by the Buyer. The Seller shall accept: (a) that the repayment is its solely right against the Buyer; and (b) the repayment will automatically imply that it renounce to any other right, claim and/or action of whichever kind against the Buyer.

#### 9. REJECTION AND REPLACEMENT or REMEDY OF NON-CONFORMING GOODS OR SERVICES

9.1 The Buyer shall be entitled to reject any goods delivered which are not in accordance with the Contract following inspection and/or testing acc. to par. 3. Rejected goods shall be collected by the Seller promptly at its own cost or remove any consequence of the non-conformity. Upon rejection of the goods and/or removal of the consequences of non-conformity in services, the Buyer has the right to require in writing to the Seller (a) a reduction in price corresponding to rejected quantity/quality of goods and/or services; (b) the repair of rejected goods or its replacement by conforming goods acc. to the Contract and/or a change in the services, or new services, in order to assure Contract compliance; or (c) the termination of the Contract following the Seller's inability to comply to the Contract.

9.2 These General Conditions of Purchase will entirely apply also to repairing of goods and/or service integrations, as well as to replaced goods and services after rejection.

9.3 If the Seller fails within a reasonable time, to remedy, integrate, replace any defective goods or services, as required by the Buyer acc. to par. 9.1, the Buyer shall be entitled to require (a) a reduction in price corresponding to rejected quantity/quality of goods and/or services; or (b) the termination of the Contract following the Seller's inability to comply to the Contract.

#### 10. INTELLECTUAL PROPERTY RIGHTS

10.1 All information and know-how including drawings, specifications and other data provided by the Buyer in connection with the Contract shall remain at all times the Buyer's property and may be used by the Seller only for the purpose of performing the Contract. The Seller shall keep the information and know-how confidential and shall return them to the Buyer upon request. The Seller shall destroy any copy, back-up, reproduction or filed information and know-how provided by the Buyer upon request.

10.2 The Seller shall indemnify the Buyer against all claims arising from infringement of third party's intellectual property rights in relation to the goods or services which are the subject of the Contract, unless the Seller proves that the infringement of third party's intellectual property rights was the consequence of guidelines, instructions or projects provided by the Buyer.

10.3 The Seller shall not supply to Third Parties parts made with the Buyer's tools or materials or the Buyer's patterns, drawings, specification or designs, to any third party without the Buyer's prior written consent.

10.4 Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of the Order shall become the property of the Buyer and the Seller shall not disclose the same to any third party. The Seller shall do all things and execute such documents as may be necessary to assign such property to the Buyer.

10.5 The use of the Buyer's trademark and any other information relating to the existing relationship between the Buyer and the Supplier and to the products owned by the Buyer must be authorized in advance in writing by the Buyer himself.

#### 11. FORCE MAJEURE

11.1 If performance of either party's obligations under the Contract are delayed by any act or omission or default of the other party or act of God, act of omission of government, war or similar event beyond either party's reasonable control, the time for performance shall be amended accordingly subject to the delayed party promptly informing the other of the event and taking all reasonable steps to reduce the delay. Acts of defaults or omissions of a party's sub-contractor or supplier shall not be themselves by events beyond the reasonable control of that party.

#### 12. TERMINATION OF THE CONTRACT

12.1 Without any prejudice to any other remedy under the law, the Buyer may terminate the Contract with immediate effect and without liability to the Seller if:

12.1.1 The Seller's performance or delivery is delayed for 30 days or more (whether by Force Majeure or otherwise);

12.1.2 The Seller, having failed to comply with any delivery dates, fails to comply with a further notice by the Buyer calling for immediate delivery.

12.2 Either party may terminate the Contract if the other party becomes bankrupt or insolvent or (being a company) makes an arrangement with its creditors or has a receiver or administrator appointed or commences to be wound up or if the other party reasonably apprehends that any of the above is about to occur.

12.3 The Buyer may terminate the Contract if any related Contract between the Buyer and a third party is terminated for whatever reason. In such event the Buyer shall compensate the Seller for cost reasonably and properly incurred until termination, subject to the Seller taking all reasonable and properly incurred until termination, subject to the Seller taking all reasonable steps to minimize such costs and subject to reasonable proof being provided. Compensations shall not in any event exceed the Contract price. The Seller shall accept: (a) that the remedies are its solely remedies for a termination under this clause; and (b) the remedies will automatically imply that it renounce to any other right, claim and/or action of whichever kind against the Buyer.

12.4 The Supplier acknowledges and accepts that it is in the Buyer's interest, for reasons of its own organization and internal financial management, to maintain the debt relationship directly with its suppliers and that therefore the Supplier's credits deriving from the supplies covered by the relationship must be considered personal and therefore not transferable to third parties. Any violation of the obligations referred to in this provision by the Supplier gives the Buyer the right to immediate termination of the contract for non-fulfilment, without prejudice to compensation for damages.

#### 13. LIABILITY FOR ACCIDENTS AND DAMAGES

13.1 Without prejudice and in addition to par. 6, 8 & 9, the Seller shall at all times during and after performance of the contract indemnify the Buyer against:

13.1.1 all loss or damage to property and all claims and expenses in connection therewith caused by the acts or omissions of the Seller, its sub-contractors, employees and agents up to a maximum of five million pounds sterling per act of event giving rise to a claim; and

13.1.2 liability for death and personal injury and all claims and expenses in connection therewith caused by the Seller, its sub-contractors, employees and agents.

13.2 The Seller shall take out and keep in force suitable public and products liability insurance against its liabilities under this clause and shall allow the buyer to inspect at all reasonable times.

#### 14. HAZARDOUS GOODS

14.1 If any of the goods to be supplied under the Contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use, the Seller shall prior to their delivery furnish to the Buyer written details of the nature of those substances and the precautions to be taken and shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently

marked on the goods or securely attached to them and on any containers into which they are packed.

14.2 In particular (but without limitation) the Seller shall provide to the Buyer in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify the Buyer against any and all liabilities, claims and expenses which may arise as a result of the Sellers failure to do so.

#### 15. SUBCONTRACT ASSIGNMENT

15.1 The Contract shall not be assigned or sub-contracted by the Seller as a whole. The Seller shall not assign or sub-contract any part of the work without the Buyer's prior written approval which shall not be unreasonably withheld or delayed, but the restriction contained in this clause shall not apply to Sub-contracts for materials, minor details, or any part for which the sub-contracts is named by the Contract. The Seller shall be responsible for all work done and goods supplied by all sub-contracts..

#### 16. TAXES

16.1 The Buyer shall be entitled to deduct from payments to be made to the seller under the Contract any taxes, national insurance contributions and similar charges if the Seller fails to provide the Buyer with proper certification or exemption from such deductions.

#### 17. NOTICES

17.1 All notices required to be issued in conjunction with the Contract shall be in writing and shall be served by sending by post, facsimile transmission, or delivery by hand to the addresses stated on the face of the Order.

#### 18. WAIVER

18.1 Any waiver by the Buyer (whether with or without knowledge, and whether in whole or in part) of any term of this Contract shall not constitute a precedent, nor restrict the Buyer's rights in respect of any succeeding breach of the same or any other term of the Contract.

#### 19. APPLICABLE LAW E JURISDICTION

19.1 This Contract shall be governed by the Laws of Italy. Any dispute regarding this Contract is subject to the exclusive jurisdiction of Milan courts.

For acceptance: Date \_\_\_\_\_ Place \_\_\_\_\_

The Seller

\_\_\_\_\_

Name:

Position:

According to the law articles 1341 & 1342 of Italian Civil Code, the Seller herewith declares to have read, understood and accepted in particular following clauses in these General Conditions of Purchase:

- 3. INSPECTION AND TESTING
- 5. DELIVERY DATE AND DELAY OR POSTPONEMENT OF DELIVERY or SUPPLY
- 6. COMPLIANCE AND QUALITY ASSURANCE.
- 7. VARIATIONS
- 8. PRICE AND PAYMENT
- 9. REJECTION AND REPLACEMENT or REMEDY OF NON-CONFORMING GOODS OR SERVICES
- 12. TERMINATION OF THE CONTRACT
- 15. SUBCONTRACT ASSIGNMENT
- 19. APPLICABLE LAW AND JURISDICTION

Date \_\_\_\_\_ Place \_\_\_\_\_

The Seller

\_\_\_\_\_

Name:

Position:

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