

Rot-Berg S.r.L.

General Purchase Terms and Conditions

Art.1 Scope/Prevalence

The General Purchase Terms and Conditions are an integral part of the purchase order and are applied as essential clauses of the same.

Only the Special Conditions included in the individual purchase orders prevail over the General Purchase Terms and Conditions and may constitute a derogation or amendment to these. The purchase order, these General Purchase Terms and Conditions and the clauses contained in any annexes to the purchase order represent the entire agreement between the Parties and supersede any previous agreement as regards the object of the supply.

The General Purchase Terms and Conditions and any Special Conditions shall not be modified, or be subject to additions by the Supplier, except by written agreement signed between Rot-Berg S.r.L. and the Supplier.

Any changes to the purchase order shall be made only upon written request of Rot-Berg S.r.L..

The General Purchase Terms and Conditions shall apply to all further purchase orders transmitted to the Supplier.

If one or more articles provided in these General Purchase Terms and Conditions should for any reason prove ineffective or contrary to mandatory legislation, ineffectiveness or contrariness to mandatory legislation shall not extend to the other provisions of these General Purchase Terms and Conditions.

Art. 2 Completion of the purchase order

The Supplier shall formulate acceptance of the purchase order, sending back by return of post the copy of duly signed and stamped order confirmation.

If the Supplier has not returned the duly signed and stamped order confirmation within 5 (five) days from its receipt, Rot-Berg S.r.L. shall have the right to cancel the purchase order at any time.

Acceptance of the purchase order shall be considered to mean that the Supplier accepts all conditions and references it bears.

Commencement of execution of the purchase order by the Supplier shall constitute full acceptance of this, including therein documents of reference (General Purchase Terms and Conditions, the supplier quality specifications, the specific specifications etc...).

Art. 3 Prohibition to transfer the purchase order and credit

The Supplier shall not have the right to transfer the purchase order to third parties, in full or in part, unless formally authorised by Rot-Berg S.r.L.

It is also expressly agreed that the credit deriving from the purchase order to the Supplier shall not be transferred or factorised without previous formal authorisation of Rot-Berg S.r.L.

Art. 4 Preparation and management of material

In accepting the purchase order, the Supplier undertakes to limit preparation of the material to the quantities ordered.

Art. 5 Terms of delivery

The terms of delivery stated on the purchase order are intended as binding and essential.

In the event of delays in delivery, Rot-Berg S.r.L. at its own discretion reserves the right to:

- cancel the purchase order by right and obtain provisions from other suppliers of
- products / services ordered and not delivered by the deadline, without prejudice to payment of damages and recovery of any additional costs borne to purchase products/services from other sources;
- apply to the Supplier in addition and without prejudice to any right to termination and payment of additional costs borne by Rot-Berg S.r.L. a penalty of 1% (one per cent) of the value of supply not delivered within the agreed deadline, for every full week of delay matured.

The total amount of the penalty may not exceed 10% (ten percent) of the value of the purchase order for the supply delivered late.

Rot-Berg S.r.L. reserves the right to return any deliveries made in advance of the deadlines established on the purchase order and charge the relevant costs to the Supplier or retain the supply and implement effectiveness of the payment procedure from the contractual date of delivery.

It remains expressly agreed that accepted delivery of the supply shall not be invoked to the detriment of the rights of Rot-Berg S.r.L., in particular of those rights connected to nonconformity of products or to delivery of these outside the deadline.

Art. 6 Force Majeure

The terms of delivery may be extended in the presence of events of Force Majeure (including, without limitation, earthquakes, fires, floods, epidemics) that really prevent execution of the purchase order. The Supplier shall immediately inform Rot-Berg S.r.L. of the cause of Force Majeure in writing.

In any case, it remains agreed that the Supplier shall immediately execute the purchase order as soon as the cause of Force Majeure ceases to exist.

If the event of Force Majeure determines a delay in deliveries of more than 30 (thirty) days, Rot-Berg S.r.L. shall have the right to terminate the purchase order at any time, by sending a registered letter with return receipt attached or **PEC** to the Supplier.

Art. 7 Shipment

Supply shall always be accompanied by the shipment waybill indicating:

- trade name of Supplier;
- number of purchase order
- quantity;
- date of shipment;
- article code and description;
- EWC code;
- customs fee;
- means of shipment;
- weight slip.

Art. 8 Packaging/Weighting

Where necessary, the supply shall be packaged so as to preserve it from damage, prevent deterioration, faults or losses during transport.

The Supplier shall be responsible for defining the type of packaging in accordance with the needs, type of transport and handling requirements in the Rot-Berg S.r.L. plants.

In any case, the Supplier shall be liable for any damage to the supply to the point of destination agreed.

Unless otherwise agreed, the weight of the supply found on arrival shall be recognised even if supply is sold free on board.

Art.9 Conformity of supply

The supply shall be accepted only upon ascertainment of conformity with the conditions and quantities required by Rot-Berg S.r.L. as per the purchase order.

The supplies ordered shall be delivered to the goods delivery warehouse or other destinations specifically indicated by Rot-Berg S.r.L., which reserves the right to quantity and quality control, and they are understood as definitively accepted only after acceptance of the control with positive result by the personnel appointed by Rot-Berg S.r.L.

In the event of negative result of the control, the supply shall be rejected or returned at the cost of the Supplier.

For complaints relative to nonconformity of supply with the purchase order, the terms provided for the action of warranty are understood as extending to 30 (thirty) days.

The Supplier shall not reject any complaint by Rot-Berg S.r.L. even if this is sent after use of the supply.

For supplies to be delivered in lots, any nonconformity of one lot of the purchase order shall give Rot-Berg S.r.L. the right to cancel the whole purchase order and not accept subsequent lots.

If it is not possible for the Supplier to replace or repair the disputed supplies, according to the needs of Rot-Berg S.r.L., Rot-Berg S.r.L. reserves the right to find them on the market or to make them conforming to the contractual conditions, charging the Supplier for the relative expenses and any additional costs sustained.

Art.10 Liability

The Supplier is liable for damages to property or persons ascribable to one or more defective parts supplied by it.

Furthermore, the Supplier shall hold Rot-Berg S.r.L. harmless from any claim for damages as a result of defects, nonconformity, non-reliability of its supply, reimbursing Rot-Berg S.r.L. for any damages suffered.

Art.11 Warranty/Legitimacy of transfer

The Supplier warrants full ownership of the supply sold and legitimacy of transfer.

The Supplier also warrants that the property sold is without defects that make it unsuitable for the use it is destined for or that appreciably diminish its value, whether they are obvious or hidden.

Unless otherwise agreed contractually, the materials that are the object of the supply shall be guaranteed for 24 (twenty-four) months from the date of delivery of the actual supply.

Authorisation for shipment by the Rot-Berg S.r.L. representatives after verification has taken place at the Supplier premises shall not be intended as a release nor shall it indemnify the Supplier from responsibilities relating to the warranty.

The supplier specifically confirms that own supply is conform to the provisions of CE N.1907/2006 REACH (Registration, Evaluation and Authorization of Chemicals) Rules **and any subsequent amendments and additions.**

Art.12 Unilateral withdrawal

Rot-Berg S.r.L. reserves the right, pursuant to and, to withdraw the purchase order at any time by sending a registered letter with return receipt attached or **PEC** to the Supplier, giving 30 (thirty) days' notice.

In that case, Rot-Berg S.r.L. shall pay the Supplier, against delivery of the supply and/or documents prepared to the date of withdrawal, an amount equalling the value, at contract prices, of the fulfilled performance.

If Rot-Berg S.r.L. has expressly and formally requested the Supplier to prepare a stock of specific materials, which can only be used for the needs of Rot-Berg S.r.L. and not sellable externally, the same shall undertake to collect and/or pay the value of this stock.

Art.13 Termination

In the event of violation or of non-compliance by the Supplier of one or more clauses in the General Purchase Terms and Conditions or in the Special Terms and Conditions, Rot-Berg S.r.l. shall have the right to terminate the agreement with immediate effect, by sending a registered letter with return receipt attached or **PEC** to the Supplier, without prejudice to the right of Rot-Berg S.r.l. to request payment of any damages.

Rot-Berg S.r.L. may, at its discretion, terminate the purchase order if a third party should acquire a majority of shares or in any case control of the Supplier, if the Supplier closes its business, winding up, insolvency of the Supplier or if it finds itself in a situation of temporary receivership, extraordinary administration, composition with creditors, bankruptcy.

Art.14 Tolerance

Any tolerance by Rot-Berg S.r.L. in relation to non-fulfilment of any obligation arising from the purchase order, or if it does not exercise a right or grants more favourable treatment that continue over time, shall not be interpreted as concluding behaviour or in any case shall not give rise to any right not expressly provided for in the purchase order.

Art.15 Materials

Materials that Rot-Berg S.r.L. hands over to the Supplier exclusively to execute the purchase order remain the property of Rot-Berg S.r.L. and shall be returned to it in good condition after the purchase order is executed.

Otherwise, the Supplier shall be charged replacement or repair costs.

Art.16 Prices/Payment

In the absence of explicitly expressed clauses in the purchase order of Rot-Berg S.r.L. prices shall be considered fixed and firm, not subject to increase for any reason, unless through express written authorisation by Rot-Berg S.r.L., in derogation from what is provided for by article 1467 of the Italian Civil Code.

The Supplier declares that it is fully informed of all conditions of time and circumstances connected to these that may affect the setting of prices.

The prices contained in the purchase order include tax charges and indemnity expenses of any kind whatsoever.

Art.17 Invoicing

All invoices issued by the Supplier to Rot-Berg S.r.L. shall contain:

- number of Rot-Berg S.r.L. purchase order;
- number of shipment waybill;
- list of items of supply with the same information and references indicated on the purchase order and the weight found on the delivery transport document.

The Supplier undertakes to issue invoices at a date not preceding the supply they refer to.

Art.18 Adaptations of supply to needs of Rot-Berg S.r.L..

Rot-Berg S.r.L. reserves the right to request adaptations or modifications to products/services ordered from the Supplier due to supervening production needs.

The Supplier undertakes to implement said adaptations/modifications in compliance with the times and relative economic conditions agreed with Rot-Berg S.r.L., where compatible with its technical/design capacity.

Art.19 Safety/Environmental requirements

The Suppliers guarantees that it has scrupulously complied with and applied the laws in force as regards safety, environment protection and that the supply has been executed according to the most modern workplace health and safety criteria in order to prevent any possible and foreseeable risk.

In particular, the materials, products and services that are the object of the supply shall, in any case, have characteristics corresponding to the requirements and services contractually established; they must also be suitable for the purpose for which the supply is requested.

Art.20 Variation of supply

No variation to the object of the supply shall be made on initiative of the Supplier without prior written authorisation by Rot-Berg S.r.L.

Art.21 After-sales service

After the period of guarantee has expired, Rot-Berg S.r.L. may request the Supplier, at a fee to be agreed, to provide service or technical support to offset any problem or difficulty found during use of the supply.

Art.22 Right of access to the Supplier's premises

Rot-Berg S.r.L. reserves the right to make any inspections, at any time, with notice, of the Supplier in order to verify correct fulfilment of obligations that the Supplier accepted in the purchase order and upholding of the requirements of confidentiality, quality, safety and the environment.

Particularly, the Supplier must guarantee that its supply will be conform to the request stated inside the purchase order or inside the reference documents and in case to request of certification, the same must be attached to bill of lading.

Art.23 Prohibition to advertise/Confidentiality

The Supplier undertakes not to advertise using the name of Rot-Berg S.r.L., its registered trademarks **and logos** and to treat any information contained in the purchase order and any annexes as strictly confidential.

Any derogation from this shall be expressly authorised by Rot-Berg S.r.L.

Art. 24 Industrial property and ed intellectual rights

In guaranteeing that its supply is not and will not be produced in violation of patents or exclusive licenses, the Supplier assumes full responsibility towards Rot-Berg S.r.L. as regards guaranteeing the freedom and lawfulness of use and sale of said supply.

Furthermore, the Supplier undertakes to hold Rot-Berg S.r.L. harmless from any claim or demand by third parties for violation of trademarks, patents, know-how or other industrial property rights.

Art. 25 Jurisdiction and Arbitration

The purchase order shall be governed and interpreted in all aspect according to Italian Law, with the exception of the matters explicitly established by these General Purchasing Terms or by the Special Conditions.

All disputes deriving from the purchase order shall be resolved by arbitration in compliance with the Regulations established by the National and International Arbitration Chamber of Milan.

The Arbitration Court shall be formed by a board of three arbitrators, two of which nominated, one by each party and the third, acting as chairman, by mutual agreement between the two already nominated arbitrators or, in the absence of an agreement, by the Arbitration Chamber.

Arbitration shall be conducted in the Italian language.

Arbitration shall take place in Milan.

The Supplier

(Date, seal and signature)

Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the clauses as per the articles below are approved specifically: **1 (Scope/Prevalence); 2 (Completion of the purchase order); 3 (Prohibition to transfer the purchase order and credit); 4(Preparation and management of material); 5 (Terms of delivery); 6 (Force Majeure); 9 (Conformity of supply); 10 (Liability); 11 (Warranty/Legitimacy of transfer); 12 (Unilateral withdrawal); 13 (Termination); 14 (Tolerance); 15 (Materials); 16 (Prices/Payment); (18 (Adaptations of supply to needs of Rot-Berg S.r.L.); 19 (Safety/Environmental requirements) ; 20 (Variation of supply); 21 (After-sales service); 22 (Right of access to the Supplier's premises); 23 (Prohibition to advertise/Confidentiality); 24 (Industrial property and ed intellectual rights); 25 (Jurisdiction and Arbitration).**

The Supplier

(Date, seal and signature)