

## **GENERAL TERMS AND CONDITIONS OF SUPPLY ROMACO SRL**

### ***Definitions***

**PURCHASER:** Romaco S.r.l. with registered office at 40067 Pianoro– Fraz. Rastignano (Bologna), Via Marzabotto 5, Tax Id No. 01681340152 and VAT No.00493931208

**SUPPLIER:** the entity indicated in the supply order;

**MATERIALS:** the machines, components and materials and any ancillary documents relating thereto and/or the services indicated in the supply order;

**SPECIAL PRODUCTION:** production of Materials made by the Supplier especially for the purpose of fulfilling the Purchaser's order, based on technical specifications provided by the Purchaser (also on the basis of any Purchaser's proprietary drawings)

### ***Article 1. Entering into of the contract***

**1.1.** Each Purchaser's order will be governed exclusively by these General Terms and Conditions of Supply to be deemed fully accepted by the Supplier, even if not signed at the bottom of this document, by accepting the order (confirmation of order) or in any case by commencing the performance of the order. No other conditions contained in invoices, letters, acceptances of orders of the Supplier or else shall apply, unless expressly accepted by the Purchaser in writing

**1.2.** The order accepted by the Supplier, together with these General Terms and Conditions of Supply, shall be the sole and final agreement between the Supplier and the Purchaser concerning the supply of the ordered Materials.

### ***Article 2. Orders***

**2.1.** The Supplier warrants to have the appropriate production and stock capability to satisfy the Purchaser's requirements.

**2.2.** In the event that the Purchaser and the Supplier agreed upon a forecast of quantities of Materials, delivery times, prices and payment conditions to apply to orders issued over a certain period of time, the Purchaser's orders reflecting said terms and conditions shall be deemed automatically accepted by the Supplier, while the orders differing from said terms and conditions shall be deemed implicitly accepted by the Supplier after three days from the transmission of the order by fax or e-mail with acknowledgment of receipt.

**2.3.** Without prejudice to what provided for in paragraph 1.1 and 2.2. above, offers, orders, and acceptances shall be submitted in writing by fax or e-mail.

**2.4.** Unless expressly agreed upon in writing, in no case the forecasts of quantities of Materials referred to in paragraph 2.2. shall be interpreted as a commitment of the Purchaser to purchase from the Supplier nor as an order.

### ***Article 3. Delivery of the Materials***

**3.1.** The delivery of the Materials provided in the is intended free at the Purchaser's premises, except for any different place of delivery indicated in the order; the transport costs of the ordered Materials and the associated risks shall be borne by the Supplier until the Purchaser receives the delivery at its premises.

**3.2.** By delivery of services it shall be deemed the actual performance and acceptance of the services by the Purchaser.

**3.3.** Together with the Materials the Purchaser shall always receive a transport document indicating the Supplier's name, the Purchaser's name, the reference to the Romaco order number and the Romaco code of the Materials, the description of the supplied Materials, quantity, weight, origin of the supplied Materials, as well as any other data requested by the Purchaser.

**3.4.** The delivery terms indicated in the order are essential and mandatory for the Supplier, without prejudice to the Purchaser's right to notify to the Supplier, within 7 days from the agreed delivery dates, any postponement of such delivery dates.

**3.5.** In the event of late delivery, even only of part of the Materials provided for in the order, the Purchaser shall be entitled, at its own choice:

(a) to terminate the contract not timely performed also purchasing elsewhere, in whole or in part, the Materials not promptly delivered, with any resulting higher costs to be borne by the Supplier, without prejudice to the Purchaser's right to the compensation of any damages suffered as a consequence of the Supplier's default;

(b) to set, at its own discretion, a new delivery term, essential and mandatory as well for the Supplier, and to require that the Supplier send the goods by a fastest way or through more solicitous carriers / shippers, with any resulting higher costs to the borne by the Supplier, without prejudice to any other right and claim of the Purchaser;

(c) in all cases and in additions to the above remedies, to apply to the Supplier a penalty equal to 1% of the price agreed in the order for each day of delay with respect to the original delivery term, which penalty shall be deducted from any balance price due to the Supplier.

**3.6.** The Supplier undertakes to cooperate, at the Purchaser's request, to the FAT (acceptance test at the Purchaser's premises) and SAT (acceptance test at the Purchaser customer's premises) operations, as agreed with the Purchaser's customer.

### ***Article 4. Packaging and shipping***

**4.1.** The Materials shall be packaged by the Supplier. All costs concerning packaging (which shall include the protection of the Materials from corrosion and impacts) and the shipping and transport of the Materials, shall be included in the price, unless otherwise stated in the order.

**Article 5. Prices, payment and invoicing**

- 5.1.** The prices indicated in the order are fixed and invariable even in the event of Special Production and no revision of prices shall apply.
- 5.2.** In the event that the Purchaser and the Supplier agreed payment conditions to be applied to orders issued over a certain period of time, the payment shall occur according to said conditions, unless otherwise agreed in writing between the parties.
- 5.3.** In the other cases, payment shall occur according to the conditions set forth in the order.
- 5.4.** In any case, it is unprejudiced the Purchaser's right to deduct from the price due the amount of any penalty applicable or anyhow to withhold the payment in case of any Supplier's default.
- 5.5.** The invoices shall always indicate the order number, the tax id. Number and the VAT number of the Purchaser and of The Supplier, the list of the Materials, the cost of each item, the total cost and the number of any drawing provided by the Purchaser.

**Article 6. Warranty**

- 6.1.** The Supplier warrants
- (a) that the materials and components supplied and used in the construction of the Materials are the most suitable to the purpose;
  - (b) that the works have been carried out according to the best techniques;
  - (c) that the treatments were carried out perfectly in accordance with the best practices;
  - (d) that the attached technical documentation is adequate and fit to the supplied Materials;
  - (e) that the supplied Materials (as well as the relating documentation) comply with the structural and functional specifications agreed and indicated in the order, that they are perfectly suitable for the use to which they are intended and free from any hidden or evident defects.
- 6.2.** The Supplier's warranty shall be effective in favor of both the Purchaser and the Purchaser's customers.
- 6.3.** All the Materials supplied by the Supplier may be subject to inspection and tests by the Purchaser or its representatives; however, any such inspections and tests shall not exempt the Supplier from any liability nor shall affect the Supplier's warranty.
- 6.4.** The approval of any Supplier's drawing, standard products by the Purchaser, the receipt of the Materials' delivery at the Purchaser's premises or elsewhere as indicated in the order, or the Purchaser's performance of the payment, shall in no case exempt the Supplier from any liability concerning the compliance, functionality, quality and efficiency of the Materials (and the relating documentation) supplied.
- 6.5.** In the event that the Materials supplied contain defects in materials and / or in manufacturing or do not comply with the drawings, specifications and instructions of the Purchaser, the Supplier shall be obliged to promptly remove the defects and/or replace the defective items and / or to promptly provide again the correct services, with all costs (including packaging and shipping costs)

to be entirely borne by the Supplier, provided that the Supplier be informed of the defect or non-compliance within two years from the delivery or within two years from the subsequent acceptance test of the Materials at Romaco customer's site, as applicable. In all cases, without prejudice to the compensation for any direct or indirect damage suffered by the Purchaser.

**6.6.** The Materials delivered by the Supplier in replacement according to paragraph 6.5 shall enjoy a new warranty period equal to the one indicated therein; the repair or replacement shall be carried out by the Supplier at its own expenses and with its own means, without any burden for the Purchaser.

***Article 6. Bis Compliance of the Materials with the safety and health protection laws and regulations and with the applicable technical regulations.***

**6.bis.1.** The Supplier, being aware that the Materials supplied so are guaranteed by the Purchaser who places them into the market, undertakes to supply the Purchaser with Materials which are perfectly compliant with the safety and health protection laws and regulations and with the technical regulations applicable, as per the more detailed separate agreement (Compliance Agreement).

***Article 7. Molds, Equipment, Tools***

**7.1.** The equipment, molds and tools, if any, provided by the Purchaser to the Supplier shall remain the property of the Purchaser and may be picked up by the latter at any time.

**7.2.** The Supplier is responsible for the custody of the equipment, tools, molds, models, etc. of the Purchaser and will maintain these latter in good conditions; the Supplier shall indemnify the Purchaser for any damages, deteriorations or losses to / of said equipment, tools, molds, models, etc. caused by the Supplier and / or by its representatives or employees.

**7.3.** In the event of the Supplier's bankruptcy, receivership, insolvency proceedings or foreclosure procedures, the equipment, tools, molds storage and / or use within the, models, etc. shall not be deemed available to the Supplier, being same the property of the Purchaser or in any case belonging to the Purchaser and having been delivered to the Supplier exclusively for use within the scope of the supply relationship. To this purpose, the Supplier undertakes to affix to said equipment, tools, molds, models, etc. the distinctive and identifying signs as determined by the Purchaser, and to store them at its own care and cost in a designated spot.

**7.4.** The Supplier shall insure all the items belonging to the Purchaser against the risks of fire, theft, flooding, natural disasters, vandalism and any other risk of loss or damage.

**7.5.** The use by third parties other than the Supplier's employees or representatives of the molds, equipment and tools of the Purchaser is not permitted.

The Purchaser's molds, equipment and tools shall be used by the Supplier exclusively for the performance of the order. The Supplier cannot allow the use by third parties or assign to third parties the Materials manufactured on the basis of them, even if the Materials have been rejected

by the Purchaser. The Purchaser's molds, equipment and tools will be returned by the Supplier to the Purchaser at the end of the supply, or in any case at the date of termination of the contract.

#### ***Article 8. Changes***

**8.1.** The Purchaser is entitled to modify the order by written communication to the Supplier, within the general scope of the order, with reference to:

- a) drawings, models and/or technical specifications, and/or
- b) shipping methods and/or packaging, and / or
- c) quantity and/or
- d) delivery date and/or
- e) place of delivery and/or
- f) instructions concerning the supply of services

#### ***Article 9. No Assignment***

**9.1.** The order cannot be assigned by the Supplier to third parties nor can its execution be sub-contracted or delegated in any form or to any extent to third parties without the prior written consent of the Purchaser.

**9.2.** The Supplier acknowledges that it is the Purchaser's interest not to have the holder of the credit arising from the Supply changed and therefore it undertakes not to assign said credit to third parties, in any form and for any reason, without the prior specific written authorization of the Purchaser. The Supplier undertakes to reproduce this no-assignment clause on any of its invoice to Romaco.

#### ***Article 10. Models, drawings and know-how of the Purchaser.***

**10.1.** Any drawings, models, technical reports and specifications or similar which the Supplier would from the Purchaser to perform the order are deemed, to all legal purposes, the exclusive property or belonging of the Purchaser.

**10.2.** The Supplier shall not copy or disclose to third parties or allow the viewing or use by third parties other than its own employees and representatives of drawings, models, technical reports and specifications or the like of the Purchaser; in any case, the Supplier undertakes to return to the Purchaser at the end of the supply or in any case on the date of termination of the contract.

#### ***Article 11. Patents and other industrial property rights***

**11.1.** The Supplier shall indemnify and keep the Purchaser harmless from any liability or claim of any kind, including damages and expenses, for violations of patents or other industrial property rights of third parties, connected with the performance of the order.

**11.2.** The Supplier with the acceptance, in any form, of the order, irrevocably grants to the Purchaser the right to reproduce and use, in whole or in part, reports, models, drawings, data and technical information delivered by the Supplier to the Purchaser while performing the order.

**11.3.** The Purchaser will have the exclusive right to acquire the industrial property rights arising from the activity carried out by the Supplier in fulfillment of a Purchaser's order for a Special Production or in connection with it.

**11.4.** The Supplier undertakes also on behalf of its representatives, collaborators, consultants and employees to immediately inform the Purchaser of any inventions or new developments deriving from or related to the fulfillment of a Purchaser's order for a Special Production or in connection with it.

### *Article 12. Secrecy*

**12.1.** All technical, production, commercial, financial and administrative information, data, drawings, documentation, patents, samples, know-how of the Purchaser supplied or communicated by the Purchaser to the Supplier either orally or in writing, either in paper form or in electronic form or on magnetic media or in any other form, in connection with the supply, as well as any other information, data, drawing, documentation of any kind indicated as confidential, provided by the Purchaser to the Supplier or of which the Supplier becomes aware during the performance of the supply, shall be considered strictly confidential and subject to this article 12 (hereinafter collectively all defined as Confidential Information).

**12.2.** For the duration of the supply relationship and for the five years following the last delivery all the Confidential Information will be treated by the Supplier with the most absolute secrecy, kept inaccessible to third parties and used exclusively in the fulfillment of the orders.

**12.3.** In this latter respect, the Supplier will prevent the performance of any activity which could affect the confidentiality of the Confidential Information and in any case the rights and interests of the Purchaser and will make such Confidential Information accessible exclusively to its own employees or representatives bound to the same obligations of secrecy, and only to the extent that said access is necessary for the fulfillment of the Purchaser's order.

**12.4.** This secrecy obligation shall not apply to information

- that is proven to have been already known by the Supplier prior to their communication by the Purchaser
- that is proven to have been already in the public domain before the order or which subsequently comes into the public domain without any breach of any secrecy's obligations
- already communicated or transmitted to the Supplier by third parties, without any obligation of secrecy,
- that is proven to have been previously developed, completely independently from the Supplier,
- that is the object of an obligation of notification to the public authority or by law,
- which disclosure has been previously authorized in writing by the Purchaser

**12.5.** The Purchaser reserves the right to extend the aforementioned secrecy obligations by a separate specific indication.



**Article 13. Termination**

**13.1.** In addition to the cases provided for by the law and to those provided for elsewhere in these general terms and conditions, the Purchaser shall be entitled to terminate the order, in whole or in part, by written communication to the Supplier, if:

- a) the Supplier breaches the obligations provided for by art. 7,10,11,12
- b) the Supplier becomes insolvent or is declared bankrupt or is placed in receivership.

**Article 14. Communications to third parties**

**14.1.** Any communication to third parties or any advertising, in writing or by other means, which the Supplier intends to do about its supply relationship with the Purchaser, must be authorized in writing by this latter.

**14.2** For the purpose of improving and the efficiency and reliability level of its production Romaco reserves to perform on a periodical (even monthly) basis an analysis of its suppliers' performance, in terms of quality and timeliness, showing the results thereof at the Romaco premises”.

**Article 15. Communications to the Purchaser**

**15.1.** Any communication anyway connected with the performance of an order will be validly made to the Purchaser if in writing and by registered letter with acknowledgment of receipt or fax or e-mail with acknowledgment of receipt to the addresses indicated below:

Romaco S.r.l.  
Registered office:  
Via Marzabotto, 5 - 40067 Pianoro - Fraz. Rastignano (BO)  
[acquisti.RBO@romaco.com](mailto:acquisti.RBO@romaco.com)

**15.2.** All commercial or technical relationships with the Purchaser concerning the supply must occur through the Purchasing Department of the Purchaser.

**Article 16. Compliance Scheme pursuant to  
Legislative Decree 8 June 2001 n. 231**

**16.1.** The Supplier acknowledges the contents of Legislative Decree 8 June 2001 n. 231 and that Romaco implements a Compliance Scheme pursuant to said law. For any information on the Compliance Scheme of Romaco srl, all the interested Third Parties Recipients may address their request by post to (the surveillance body) Organismo di Vigilanza Modello 231, Romaco srl, Via Marzabotto 5, 40067 Frazione Rastignano, Pianoro (Bologna) or to the electronic mail address [OrganismoVigilanza231@Romaco.com](mailto:OrganismoVigilanza231@Romaco.com).

**16.2.** It is a primary interest of Romaco srl that any individual or entity being in a commercial relationship with Romaco srl operates in full compliance with the principles and values provided for in the *Romaco Business Code of Conduct* implemented by the Romaco group, available on the Romaco website <http://www.romaco.com/files/Dokumente/about-us/Romaco-BCOC-EN.pdf>; the

Supplier undertakes to comply with and to have its shareholders, directors and employees comply with said Code.

**16.3.** The Supplier also undertakes to refrain - and, pursuant to art. 1381 of the Italian Civil Code, to ensure that its shareholders, directors and employees refrain - from any conduct which might be a predicate criminal offense set forth in Legislative Decree 231/2001 (regardless of the actual consummation of the crime or its actual punishability).

**16.4.** The Supplier declares and warrants that neither it nor any of the subjects provide for by art. 5 of Legislative Decree No. 231/2001 were convicted or are subjected to investigations or criminal proceedings for the predicate offenses set forth in Legislative Decree 231/2001.

**16.5.** The Supplier, pursuant to art. 1381 of the Italian Civil Code, warrants as its own its suppliers, sub-contractors and collaborators (in any capacity) compliance with the obligations set forth in paragraphs 16.2, 16.3 and 16.4; the Supplier shall obtain from these latter a written commitment having the same contents as the one set forth in this article 16.

**16.6.** Romaco S.r.l. shall be entitled to terminate the contract with the Supplier pursuant to art. 1456 of the Italian Civil Code in the event of:

- breach by the Supplier of any of the obligations provided for by paragraph 16.2, 16.3 and 16.5;
- breach by the Supplier of the declaration and warranty set forth in art. 16.4;
- condemnation of the Supplier and / or the subjects indicated in art. 5 of Legislative Decree 231/2001 by final judgment for any predicate offense provided for by Legislative Decree 231/2001.

#### ***Article 17. Law applicable and jurisdiction***

**17.1.** These general terms and conditions of supply and the orders to which they apply are governed by Italian law.

**17.2.** For any dispute arising from or in connection with these general terms and conditions of supply or the orders to which they apply the Court of Bologna, Italy, shall have exclusive jurisdiction, without prejudice of the Purchaser's right to sue the Supplier at its own discretion before the Court of the place where the Supplier has its seat.