



GENERAL PURCHASE CONDITIONS (version 04-16)

DEFINITIONS AND INTERPRETATIONS

Without prejudice to a different and more detailed definition, the following terms shall mean:

- "Purchaser": Opac S.r.l., a company with registered office in Turin, via Amedeo Avogadro 11, and operational premises in Rivalta di Torino (To), via Bruino 26, Italy TAX/VAT number 05053860010;
- "Supplier": the party which supplies the goods and services to the Purchaser;
- "Goods": movable tangible materials to be delivered by the Supplier in accordance with the Agreement;
- "Delivery": the completion of delivery of goods and services object of the supply by the Supplier;
- "Order" or "Purchase Order": the order issued by the Purchaser to the Supplier for the purchase of goods or services specified in the Order.

1. GENERAL ASPECTS

1.1. The contractual relationship as a result of the finalization of the order shall be governed by these conditions and by the specific conditions stated in the order, as well as by general and specific specifications regarding the execution of the order. Any sales conditions in use by the Supplier conflicting with them shall not apply. Exceptions and additional conditions apply only if agreed in writing.

1.2. The supplier shall formalize its acceptance by returning the copy of the order duly signed. Should the Purchaser not receive the copy of the order, the execution of the supply is anyway intended as acceptance of the general and specific conditions referred to in item 1.1.

1.3. With the acceptance of the order the Supplier undertakes to comply with all provisions of the law on civil, tax, administrative, currency, customs, social security, etc. matters and as a result the Purchaser cannot in any way be held accountable for any irregularities of the Supplier.

1.4. In the case of major and obvious circumstances such as to foresee that the Supplier will not be able to ensure the fulfilment of its commitments and in the event of bankruptcy, composition, extraordinary administration or admission to any bankruptcy proceedings related to the Supplier or in the event of liquidation or sale of the company, the Purchaser shall have the right to terminate the agreement by simple written communication.

1.5. Any behaviour, even repeated by either party, not corresponding to one or more of these conditions, shall in no case affect the right of the other party to request, at any time, the application of the same.

2. WARRANTY

Each supply is considered performed with the guarantee of the Supplier that the goods supplied are free of defects of any kind, even non-apparent; claims related to any faults or defects can be made by the Purchaser, notwithstanding the provisions of the articles 1495 and 1667 of the Italian Civil Code, at any time. The provisions of the following item 8 apply as well.

3. BREACHES

In the event of breach of any of these general conditions of supply, the Purchaser reserves the right to withhold the amount due to the Supplier for whatever reason, partially covering damages.

4. DISCLOSURE - TECHNICAL INFORMATION

4.1. The Supplier agrees not to disclose its business relations with the Purchaser and to treat as confidential all the technical, commercial or other type of information, it becomes aware of in connection with the execution of the order.

4.2. The technical information (which shall also include any kind of technical or technological information or documentation, as well as models, prototypes, samples, equipment that the Purchaser makes available to the Supplier for the execution of its orders) remains exclusive property of the Purchaser and may be only used for the execution of the orders. The Supplier is obliged to keep it with the utmost care and to return it after the end of the reason of its provision or on request, and to have any third party comply with the obligations specified in this item 4.

4.3. The Supplier undertakes not to offer nor perform, directly or indirectly, its services, of any kind, to the final Customer of the order in which the Purchaser is engaged.



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4.4. The breach of this article 4 by the Supplier includes the possibility for the Purchaser to immediately terminate the contract with the Supplier and the Supplier's obligation to pay to the Purchaser a penalty equal to 30% (thirty percent) of the annual amount invoiced by the Supplier to the Purchaser and in any case not less than 30,000 (thirty thousand) Euros.

5. INDUSTRIAL PROPERTY RIGHTS

The Supplier guarantees the freedom of use and trade of the materials provided, both in Italy and abroad, assuming consequently any liability related to holders of patents or other industrial property rights, holding harmless and indemnifying the Purchaser from any action by third parties.

6. SPECIFIC EQUIPMENT - GOODS IN PROCESS ACCOUNT

6.1. The specific equipment (models, moulds, gauges, control equipment, as well as that so defined by the Purchaser, etc.) made available to the Supplier by the Purchaser for the execution of the order is made available as free loan in accordance with article 1803 and subsequent of the Italian Civil Code. In relation to the aforementioned special equipment, the Supplier shall:

- a) record and mark it so that its origin is unambiguously clear;
- b) take all necessary measures for its proper preservation and also provide at his own expense to routine maintenance;
- c) provide at his own expense adequate insurance against risks of fire, theft, tampering, vandalism, natural disasters and other risks of loss or damage. In any case the Supplier shall be responsible for the loss or damage suffered by the equipment possibly supplementing the compensation by the Insurance;
- d) promptly report to the Purchaser any necessity of corrective maintenance works that must be agreed and approved by the same with written order. In the event that the need arises from unforeseeable circumstances or force majeure, wilful misconduct, even slight fault, negligence and other causes attributable to the Supplier, every expense shall be paid by the latter;
- e) allow the persons in charge of the Purchaser to check, during normal business hours, the conditions of storage and use and the compliance with these standards.

6.2. The obligations laid down in item 6.1. are applicable, with the necessary adaptations according to the different nature of the specific equipment, also to materials (semi-finished products, raw materials) that the Purchaser makes available to the Supplier in process account for the execution of the order.

7. QUALITY AND RELIABILITY OF THE SUPPLIES

7.1. The products must be executed in compliance with the technical requirements (drawings, specifications, standards, tables, technical specifications, any samples made available to the Supplier by the Purchaser) and the mandatory requirements in force.

7.2. The Supplier undertakes to attach to the supply object of the order the control documentation (including "certificate of quality and conformity", "safety sheet", "indication of the lot") requested on the order or on the technical specifications received from the Purchaser (such as "Opac S.r.l. Technical Specifications").

8. ACCEPTANCE OF SUPPLIES

8.1. Without prejudice to paragraph 2, the simple delivery of goods cannot be considered as acceptance of the same until a successful assessment of the qualitative and quantitative compliance of the lots provided has been performed by the competent departments of the Purchaser.

8.2. In the presence of defective or non-conforming materials, the Purchaser may either:

- a) obtain immediate replacement at the expense of the Supplier;
- b) refuse the supply without requiring the replacement, considering therefore the order as cancelled, with right to immediate repayment of the sums already paid, without prejudice to claim damages.

8.3. Non-compliant materials or materials delivered in excess compared to the order, whose surplus is not considered useful by the Purchaser, are made available to the Supplier by written notice. Should the Supplier fail to collect them within 30 working days from the date of the notice, the materials are returned at the expense and risk of the Supplier.

9. DELIVERIES

9.1. Marking, packaging, labelling, identification, shipment and transportation of ordered materials must be made in accordance with the instructions of the Purchaser.



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9.2. The delivery of the ordered materials, for the purpose of establishing compliance with delivery terms and the transfer of risk from Supplier to Purchaser, takes place at the time of delivery of the goods at the destination warehouse and/or plants specified in the order if the transportation is executed by the Supplier.

9.3. The delivery terms agreed with the Supplier are set out in the individual orders and are mandatory.

9.4. In the event that the Supplier advances on his own will the required deliveries (it is understood that the delivery of the material should always be agreed and authorised by the Purchaser) it remains agreed that the relevant payments are made considering as start date of the payment terms the delivery date specified in the order or in the Delivery Schedule.

9.5. In the event that the timely execution of the order is prevented by the occurrence of proven force majeure circumstances, delivery terms are extended for the duration of the event of force majeure, provided that the Supplier promptly notifies in writing, by fax or e-mail, the Purchaser about the onset of the condition and takes all necessary measures to limit the effects, without prejudice to claim damages. If the circumstance of force majeure causes a delay that is incompatible with the production requirements of the Purchaser, the latter has the right to terminate all or part of the order, by simple written notice to the Supplier, which will still have nothing to expect from the Purchaser concerning the above termination.

9.6. In case of delays not due to circumstances of force majeure, labour disputes, disruptions beyond the control of the Purchaser, riots, government actions and other unavoidable events, the Purchaser has, in turn, the possibility of using one of the following faculties:

- a) demand the execution of the order, in whole or in part, by applying a conventional penalty of 1% for each week of delay on the value of the goods not delivered, without prejudice to the right to compensation for greater damages;
- b) take supplies from third parties, in whole or in part, of the materials ordered, notifying the Supplier with charge to the same of any additional costs;
- c) terminate with immediate effect the order by giving notice to the Supplier, in accordance with the provisions of article 1456 of the Italian Civil Code.

In all cases above, under paragraph 9.6. herein, the Supplier will have nothing to expect from the Purchaser for any right or reason, notwithstanding the right to compensation of damages in favour of the Purchaser.

9.7 In the event that the Purchaser issues a new order for the same material, before the delivery of the above included in the previous order, it is understood that order fulfilment must be executed chronologically, first delivering the goods of the previous order up to its total fulfilment and, subsequently, fulfilling the next order.

10. DOCUMENTS ACCOMPANYING GOODS, INVOICES AND PAYMENTS

10.1. The Supplier shall complete the invoicing documents accompanying the goods according to the tax laws and civil law in force and in the number of copies requested by the Purchaser.

10.2. Document accompanying the goods.

10.2.1. In addition to the information in section 10.1 the accompanying document shall include:

- a) name and code of the Supplier;
- b) name and tax address of the Purchaser;
- c) place of destination (if different from that indicated in item b);
- d) number and date of the order;
- e) drawing and description of the product as described in the order;
- f) unit of measure and quantity of each lot sent, number of packages making up the lot and any indication required by the order.

All documents that must be provided is for all purposes an integral part of the supply. Failure to send the documentation may represent a valid reason to reject the received material, and if the material is accepted and used by the Purchaser in spite of that, the payment terms of the relevant invoice shall become effective from the date of receipt of the missing documentation.

10.3. Invoices.

10.3.1. Invoices shall be addressed and sent in original to the administrative offices of the Purchaser and shall include products that are part of a single order.

10.3.2. They shall also include:

- a) code of the Supplier;
- b) number and date of the order;
- c) number and date of the document accompanying the goods;
- d) unit of measure, quantity and description of the products sold as reported in the document accompanying the goods.

10.4. Payments.

10.4.1. Payments are carried out according to the methods indicated in the order.

10.4.2. Bank drafts and/or cash orders are not acceptable unless expressly authorized in writing.



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10.4.3. If the delivery of goods takes place in the month following the date of the invoice, the payment terms shall become effective from the date of receipt of the goods.

10.4.5. If, concerning one or more supply lots, the Purchaser, having noted the non-compliance of materials, proceeds as specified in item 8.2. (a) it has the right to suspend, from the total of payments at that time due to the Supplier, an amount equal to the value of the concerned lots, until the Supplier provides for replacement.

11. PRICES

The prices indicated in the orders are fixed and immutable, unless otherwise agreed in writing between the Parties. No additional cost will be paid to the Supplier unless agreed upon and accepted in writing by the Purchaser.

Unless otherwise agreed, prices are "delivered, duty paid" (DDP INCOTERMS 2010) and include the packaging necessary to ensure the integrity of the product according to agreement with the Customer. Value added tax (VAT) is not included, except otherwise specified. The Supplier bears all risks of loss or damage to the goods until they have been received by the Purchaser, or by a representative of it, at the agreed place of delivery.

12. RETURNS:

In the event of a termination referred to in items 1.4, 9.5, 9.6, c), as well as of a resolution of the relationship for any reason, the Supplier shall immediately return to the Purchaser technical information, specific equipment, materials in process account (semi-finished products and raw materials) and prototypes.

13. SOCIAL RESPONSIBILITY AND ENVIRONMENTAL PROTECTION

The Supplier shall comply with the provisions of the law regarding the treatment of employees, environmental protection and health and safety at work and strive to eliminate or at least minimize any adverse effects of its activities on human health and the environment. In this respect, the Supplier shall implement the measures and actions needed to continuously reduce the environmental impact of its processes. It is recommended an organizational model based on the principles of ISO 14001, in proportion to its means.

In addition, the Supplier will comply with the principles of the UN initiative, in particular those relating to the protection of human rights at the international level, the right to collective bargaining, the abolition of forced and child labour, the elimination of discriminatory criteria in the recruitment of staff, environmental responsibility and prevention of corruption.

14. ACCESS TO THE PLANT, INSPECTION OF MATERIAL, AUDIT OF SERVICES

14.1 in order to enable the Purchaser to inspect and test the quality of the material object of the order and to check and test the proper execution of the services which are the subject of the order, upon written notice to the Supplier of such will, the Supplier shall grant the Customer and its representatives (and shall get a similar right by any authorized subcontractors) the reasonable access to:

- a) all the places where the material is produced or stored, and
- b) all places where the services are performed.

14.2 If an inspection or check must be carried out at the premises of the Supplier or its subcontractors, the Supplier, at no additional cost for the Purchaser, shall make available appropriate facilities and provide assistance to provide to the inspectors, during the exercise of their duties, safety and comfort.

The Supplier will allow the representative or customer of the Purchaser to access the premises used for the execution of the purchase order and all relevant documents pertaining to what is required in the purchase order in order to check the state and advancement of production and to attend every inspection and check. Such access shall not relieve the Supplier from any of its obligations.

15. CONTRACT TRANSFER AND PROHIBITION OF SUBCONTRACTING

15.1 Without the prior written consent of the Purchaser, the Supplier may not transfer (including the change of ownership or control) nor subcontract to third parties the purchase order or any interest, right and obligation arising or related to this order. Any type of transfer of the purchase order made by the Supplier in breach of the above condition will be considered void and/or ineffective and will result in the termination of the order. In such case, the Purchaser shall be entitled to cease the payments in favour of the Supplier and request compensation for damages.

15.2 If the Purchaser authorizes the Supplier to transfer or subcontracting, the transferee or subcontractor shall comply with the same terms and conditions of the purchase order. In this case, the Supplier shall obtain in favour of the Purchaser,



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unless otherwise agreed in writing, a written commitment by the transferee or subcontractor toward the Supplier to act in a manner consistent with the integrity policies of the Purchaser and to allow from time to time inspections or audits by the Purchaser or any third party designated by the Purchaser.

The Supplier shall remain directly responsible toward the Customer for the proper performance of the work, and jointly responsible with the transferee of the agreement or subcontractor in connection with any damages caused by the failure to fulfil the order, or by delayed or inaccurate fulfilment of the order.

16. APPLICABLE LAW AND JURISDICTION

16.1 The sale contract signed pursuant to the General Conditions shall be governed by the Italian law.

16.2 Any dispute that may arise concerning the interpretation of the General Conditions and the execution of the agreement signed under these rules will be referred exclusively to the Court of Turin, with the express exclusion of any other Court.

17. PROCESSING OF PERSONAL DATA

The personal data of the Supplier collected by the Purchaser will be processed based on the principles of correctness, lawfulness, transparency, and protection of your confidentiality and your rights and will be used in paper and electronic format for the fulfilment of the obligations imposed by the agreement and by the law, for the management of current business relations and also for future use. The Supplier can exercise the rights set out in article 15 of the EU Regulation 679/2016 in the matter of protection of personal data. The notice within the meaning of Article 13 of the EU Regulation 679/16 is annexed to this document.

STAMP AND SIGNATURE OF THE SUPPLIER

For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the clauses 1.3., 1.4., 2, 4, 5, 6.1.d., 6.2., 9.2., 9.5, 9.6 and 16 are explicitly approved, after having examined them.

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