



**O.R.V. MANUFACTURING S.P.A.
GENERAL CONDITIONS OF PURCHASE**

In this text O.R. V. MANUFACTURING SPA, is referred to as the “Buyer”

General provisions

- 01.** These General Conditions lay down the rights and obligations deriving from Purchase Orders issued or purchasing agreements entered into by the Buyer for the purchase of supplies, goods, etc.
- 02.** Notwithstanding any provision to the contrary in the Supplier's conditions of sale, in accepting the Purchase Order the Supplier accepts the present General Conditions of Purchase and expressly waives its own conditions of sale.
- 03.** The contractual relationship consequent on the acceptance and the completion of the Purchase Order is governed, as well as by the specific terms stated in the Purchase Order, also by these General Conditions of Purchase, which constitute an integral part thereof. Any condition contained in the Purchase Order Confirmation issued by the Supplier in contrast with or contradicting any of the (General or specific) conditions stated in the Purchase Order, must be approved in writing by the Buyer. Lack of the Buyer's acceptance shall be considered as a refusal.

Orders and orders confirmation

- 04.** Purchase Orders shall be made out in writing on specific forms prepared by the Buyer and they may be submitted by electronic transmission or fax. No order shall be considered binding on the Buyer until it is accepted by confirmation issued by the Supplier in the form of the despatch of a duly signed duplicate of the order. Should this confirmation contain amendments to the order, these shall only be considered binding if accepted by the Client in writing.
- 05.** Even if the Buyer does not receive the duplicate of the order signed by the Supplier, the latter's beginning of performance of the order shall in any event be considered as tacit acceptance of these General Conditions of Purchase and of the specific conditions stated in the order.



06. The order and/or its fulfilment may only be transferred by the Supplier with the Buyer's express written consent.

Supplier's obligations

07. The Supplier is obliged to supply goods of satisfactory quality in compliance with all applicable laws, in particular with regard to health, safety, environment regulations, and with the specifications required by the Buyer in the Purchase Order.
08. The Supplier will carry out the required controls and tests and he will provide the Buyer with the results.
09. If the tests and the trials precede the issuing of the Purchase Order the Supplier is authorised to start industrial production only after the receipt of the Purchase Order. Anyways the issuing of the Purchase Order neither exonerates the Supplier from liability nor diminishes its liability.
10. If the Buyer so requests, the goods delivered must be accompanied by a report showing the trials that have been conducted and a declaration of conformity to the specifications agreed.
11. The Supplier is responsible for the finished product, also under the provisions regulating the manufacturer's liability..
12. The Supplier undertakes to observe the requirements set out in the Purchase Order and, at due notice, to allow the Buyer's representatives visiting its premises to evaluate the manufacturing methods for the finished product.

Prices and payment terms

13. The prices specified in the Purchase Order are fixed and are not liable to review or increase throughout the period of the supply, unless otherwise specifically agreed in writing.
14. Unless otherwise stated in writing, the prices are understood as including all additional costs, such as those of packaging, transport, insurance and customs duty. No tax shall be included in the purchase price.
15. Payment must be made in the way and on the terms specified in each Purchase Order.
16. Should the quality, quantity, or any other characteristic of the supplied goods not correspond to the conditions stated in the Purchase Order



or/and in these General Conditions, the Buyer shall be entitled to suspend payment of the corresponding part of the price until the Supplier discharges its obligations to the full.

17. Invoices must show the number or reference of the purchase order, the quantity and description of the goods supplied, the date and reference of the despatch note and the detailed price. They must also be accompanied by the necessary supporting documents.

Delivery times - deliveries and express termination clause

18. Delivery times count from the date shown in the Purchase Order. These times, as agreed and shown in the Purchase Order, are fixed and binding. Advance deliveries shall not be allowed unless previously agreed by the Buyer in writing. The Supplier shall give the Buyer prompt detailed information in writing of all events that may delay fulfilment of the Purchase Order, provided that such information does not involve an extension of delivery time. The Supplier shall take all reasonable steps to minimise delays in delivery and the consequences of such delays. In case of a delay exceeding 45 days after the deadline the Buyer will be entitled, at his choice: to inform the Supplier by registered letter about his intention to avail himself of the present express termination clause with regard to a relevant breach of the contract by the Supplier (who shall be liable for any and all damages, both direct and indirect), or to deduct 0,5% off the price of the goods supplied for each whole week until delivery is completed in accordance with the Purchase Order conditions, without prejudice to the Buyer's right to all actions for further damages he can demonstrate.
19. Partial deliveries shall not be allowed unless otherwise agreed in writing.
20. Variations to delivery times must be authorised in writing by the Buyer.
21. If the Buyer requests special packaging in the Purchase Order, the Supplier must comply with the request; otherwise, the Supplier must supply the goods in packaging appropriate to their nature, taking all the necessary steps to protect them from the elements, corrosion, loading accidents, transport and storage conditions, etc. In any event the goods must be wrapped, packaged, marked and in all cases prepared for delivery adopting methods that conform to good commercial practice,



that are acceptable to the usual couriers for delivery at the most reasonable rates and that ensure that the goods arrive at their destination intact.

- 22. The Supplier shall be considered solely liable for all damage to the goods and all expenses arising from improper or unsatisfactory packaging, numbering or labelling.
- 23. Deliveries shall be carried out and transfer of risk shall take place in accordance with the agreed Incoterms 2010 clause. Unless otherwise agreed, the goods are delivered and risk is transferred DDP at the Buyer's premises as specified in the Purchase Order, and the Supplier shall insure the goods up to the time of their arrival at the Buyer's premises.

Warranties, defects, liability

- 24. The Supplier warrants the entire supply against any material defects (visible or non-visible), and also against any defects that could make a product unsuitable for its intended use or that could appreciably decrease its value or that could make the supply not corresponding to the Purchase Order and/or sample provided. The warranty extends to all defects in the materials, construction and assembly of finished products and is additional to all warranties imposed by law or expressly provided by the Supplier and to all other warranties, be they explicit or implicit, applicable to the purchase. These warranties shall survive all inspections, tests, acceptance or payment on the part of the Buyer.
- 25. If a defect is found, the Supplier is bound to replace and/or repair the part and/or finished product at its own expense, the Buyer retaining the right to request termination of the contract or a reduction in the agreed price in proportion to the actual gravity of the defect.
- 26. Replaced defective goods or parts shall be made available to the Supplier, which may collect them in the place of storing and within terms to be agreed upon with the Buyer. After 30 days from the agreed term, or, if no term was agreed, after 120 days from the date on which the Buyer informed the Supplier that the defective goods were at his disposal, the Buyer shall be authorised to destroy or otherwise dispose of such goods or parts.



27. The Supplier must hold the Buyer harmless from any liability deriving from damages caused to persons and / or property by the defective goods.

Retention of title and industrial property

28. The Supplier assures the Buyer that the goods supplied do not infringe third party intellectual property rights such as patents, models, trademarks and similar rights.
29. The Supplier shall also hold the Buyer harmless from any legal action regarding the infringement of third party property rights with regard to the goods supplied. If requested, the Supplier undertakes to join the Buyer in defending legal actions brought against the Buyer or to take similar action in replacement of the Buyer at its own expense and to assume responsibility for the consequent costs.
30. The Buyer reserves the rights and exclusive title, as laid down by law, to drawings, instruments, equipment and samples with which it provides the Supplier to assist in the fulfilment of orders. These must be returned in perfect condition when the supply is completed. If these requirements are not satisfied, or in the event of loss, destruction or damage, the Supplier shall be debited with the cost of the repair or replacement of these items.
31. Pieces constructed following the Buyer's drawings or requirements may not be sold to third parties.
32. Materials provided by the Buyer may not be moved away from the Supplier's premises and must only be used to assist in fulfilling the Buyer's orders.

Confidentiality

33. The Supplier and the Buyer mutually undertake to keep confidential the commercial dealings and the commercial and technical information they receive from the other party for these purposes, should this information not be generally known, and not to disclose it to third parties without the prior written consent of the said other party.
34. The Supplier and the Buyer mutually undertake to keep confidential the other party's models, drawings, formulae and patents and not to disclose



them to third parties without the prior written consent of the said other party.

- 35. Disclosure by the Buyer to companies of the Group to which it belongs shall not be considered a breach of the confidentiality obligation.
- 36. This clause remains effective even after the expiry or termination of the Purchase Order.

Privacy

- 37. In accordance with L.196/2003, and following modifications and additions, the parties agree to the mutual treatment of personal data exclusively for the implementation of the present contract.

Applicable law and jurisdiction

- 38. The Purchase Order, the Order Confirmation and the consequent contractual relationship are solely governed by Italian law.
- 39. The Court of Padua has exclusive jurisdiction over any disputes that may arise regarding the interpretation, completion, validity or effectiveness of the Purchase Order, the Order Confirmation and the consequent contractual relationship.

O.R.V. Manufacturing S.p.A.

