

PERSICO S.P.A. GENERAL CONDITIONS OF PURCHASE

1. Definitions

In the interpretation of these General Conditions of Purchase the following terms must be understood to have the meaning given below:

- a) Purchaser: Persico S.p.A.;
- b) Supplier: the Supplier of the Product(s);
- c) Purchase Contract(s): any contract for the purchase and/or production of the Product, or the Products, between the Supplier and Purchaser, underwritten by both Parties or executed by means of an Order and/or acceptance;
- d) Order(s): the form with which the Purchaser informs the Supplier of his intention to purchase one or more Products;
- e) Parties: the Purchaser and Supplier considered jointly;
- f) Product(s): the asset, or assets, object of the purchase and sale.

2. Field of Application

- 2.1 These General Conditions of Purchase are applicable to all Contracts or Purchase Orders in which the Purchaser appears as the buyer, prevailing over possible general conditions of sale or contract of the Supplier including if no specific objection to them has been expressed.
- 2.2 Any modification or addition to these General Conditions of Purchase will only be valid and effective between the Parties if drawn up in writing and underwritten by the Purchaser.

3. Purpose of the Contract and Assumptions

- 3.1 The purpose of the Contract is the production and supply of the Products described in the individual Orders issued by the Purchaser and accepted by the Supplier with the methods described in points 4.2 and 4.3.
- 3.2 In no case can termination of the Contract give rise to any predefined commitment to purchase the Products or to the establishment of exclusive obligations in favour of the Supplier.
- 3.3 The Contract is based on assumptions of trust and its basic and essential assumption is respect for the technical standards, the specifications (also relative to packaging) and the quality procedures agreed in relation to the service required.
- 3.4 An assumption of the Contract is that the Supplier is a contractually independent entity, enjoying independent organisational, financial, technical and entrepreneurial capacity, as well as the means needed, capacity, ability and resources to fulfil the Contract, therefore being able to guarantee the production and supply of the Products as requested by the Purchaser and to fully meet the technical and quality needs of same.

4. Contracts/Purchase Orders

- 4.1 Contracts, Purchase Orders and any addition or modification relative to them must be in writing, prepared in accordance with the Purchaser's forms and sent via telematic/IT means or with any other means or tool (e.g. carrier, post, telex, fax, e-mail, etc.) with the intention of unmistakably expressing the Purchaser's willingness to purchase the Products.
- 4.2 The Supplier accepts the form and methods identified by the Purchaser for transmitting the Order, confirming its total validity and effectiveness in creating the obligation.
- 4.3 The Order will be considered to have been accepted should the Supplier fail to inform the Purchaser in writing of it not being accepted within and not over 7 (seven) working days of its dispatch. For the sole purpose of certainty in the relationships, the Purchaser can ask the Supplier for written confirmation of the Orders received.
- 4.4 Possible confirmations not conforming to the Order and/or to these "General Conditions" will not give rise to the conclusion of any contractual constraint and the Order will be considered refused and rejected, explicitly holding good the right of the Purchaser to adhere, by means of a specific written communication, to the conditions put forward by the supplier.

5. Fulfilling the Contract

- 5.1 The Supplier must fulfil the Order or Contract in prompt respect of the terms agreed with the Purchaser (e.g. quantities, delivery times, quality standards, invoicing terms and methods, documentation, accessory obligations, etc.).
- 5.2 In the case of failure to respect the agreed conditions, the Purchaser, in conformity with the legal dispositions and unless it is agreed otherwise, can give notice to the Supplier to fulfil and, in the case of serious and repeated non-fulfilment, revoke and cancel the Order, holding good payment of damages, or in any case ask for the resolution of the Contract as per article 11 of these General Conditions.

- 5.3. The Supplier will take steps to make the trial of the Products at his factories in accordance with the information provided by the Purchaser, who can, in any case, view all their phases of production, however without this constituting an indemnity in favour of the Supplier in any way.
- 5.4. The materials used in manufacturing the Products must be exclusively those indicated in the Purchaser's technical specifications; any variation must be previously communicated by a written communication by the Supplier and accepted, again by means of a written communication, by the Purchaser.
- 5.5. Should the materials be supplied by the Purchaser, they must be carefully checked by the Supplier who, should it be necessary, can ask for their replacement, also following an evaluation of the material itself by the Purchaser, intended to ascertain the problems encountered by the Supplier.
- 5.6. The Purchaser reserves the right to ask the Supplier to issue suitable collaterals for the complete and correct performance of the service.
- 5.7. In the eventuality of a stop occurring in the Purchaser's production line due to failure to respect the supply programme or lack of material or because it has been returned due to defects attributable to the Supplier, the production stoppage hours will be signalled with the relative charge per €/hour.

6. Purchase Prices

- 6.1. The prices shown in the Order must be understood to be inclusive of any tax or accessory expense, as well as, unless different and explicit provision has been made in the Orders themselves, of transport expenses.

7. Packing

- 7.1. Unless there are different and explicit indications in the Order, the Products will be packed at the Supplier's care and expense, in a suitable and adequate way for the type of Product and transport method. In this assumption the Supplier is responsible for possible damage that could arise due to inadequate packaging; the costs relative to returning the products due to the unsuitability of the packaging or the content will be at the charge of the Supplier.
- 7.2. Unless otherwise agreed in writing between the Parties and/or contained in the Order, the packaging will be understood to be included in the price.

8. Delivery and Transfer of Risks

- 8.1. The delivery terms shown in the Order are binding and fundamental in the interest of the Purchaser. Unless explicitly agreed otherwise between the Parties, the delivery is understood to be to the factories of the Purchaser shown in the Order; in the same way, unless otherwise agreed in writing between the Parties, the transport expenses will be at the charge of the Supplier. The risks relative to the Products will pass to the Purchaser at the moment of delivery to the factories mentioned in the Order.
- 8.2. Every dispatch will be accompanied by the relative transport documents in which, as well as that required by law, the Purchaser's Order number, the codes of the Products as contained in the Purchaser's Orders and the address of the factory where the delivery is to be made must appear.
- 8.3. In any case the actual taking delivery of the Products cannot be invoked to the detriment of the Purchaser's rights, especially those connected with the unsuitability of the Products or their delivery outside the term.
- 8.4. If, due to circumstances outside the Purchaser's control such as, as non-binding examples, reasons of force majeure or events inherent to the Purchaser's production process, it would be impossible or, in any case, extremely difficult to proceed with taking delivery of the Products, the Purchaser will have the right to delay taking delivery for the whole of the time in which these circumstances persist.
- 8.5. The Supplier will be required to indemnify the Purchaser for any damage deriving from delay in the delivery with the sole exception of damages deriving from reasons of force majeure. The reason of force majeure, however, cannot be invoked should it arise after the expiry of the agreed delivery terms and delays from sub-suppliers will not be considered reasons of force majeure in any way. Should the circumstances of force majeure determine a delay in the delivery of more than 30 (thirty) days or, in any case, incompatible with the Purchaser's production needs, this latter reserves the right to resolve the Contract, in whole or in part by simple notice in writing to the Supplier.

9. Origin of the Products

- 9.1. If the Products are ordered by the Purchaser for export, the Supplier will be obliged to provide the Purchaser, following his instructions and by the time of the first delivery, with a written declaration relative to the origin of the Products that could have value for the necessary customs controls.
- 9.2. The Supplier will be responsible and must indemnify the Purchaser for any damage, expense or prejudice that the Purchaser could suffer due to false or delayed declarations by the Supplier. The Supplier must, promptly and without any delay, inform the Purchaser of any difference that has arisen with respect to what had been communicated previously regarding the origin of the Products. Should it become necessary, the Supplier must prove his declarations by means of original documents from the Customs Authorities of the place where he has his headquarters.

10. Invoices and Payments

- 10.1 Invoices must be issued by the Supplier according to the law and in compliance with what is defined in the Order. If there are no indications the invoices must be sent at the same time as the Products.
- 10.2 Precise references to the Order must be contained in the invoice and transport documents.
- 10.3 The invoices must not have a date that precedes the delivery of the Products under any circumstances.
- 10.4 Payments will be made according to the methods specified in the Order.

11. Explicit Resolution Clause

- 11.1 The Purchaser reserves the right, as per article 1456 of the Civil Code, to resolve the Contract with immediate effect should facts or circumstances arise such as to irrevocably compromise the relationship of trust with the Supplier. In any case, the onset of situations of serious financial difficulty, the start of investigation processes, the change of the company representation and structure or any other situation that involves the Supplier and is liable to have a negative influence on the Contract, including under an ethical profile, or in any case on the Supplier's ability to fulfil his obligations regularly, will constitute a suitable and adequate reason to justify the resolution of the Contract by the Purchaser.
- 11.2 Similarly, as per art. 1456 of the Civil Code, the Contract will be understood to be resolved by right, following notice in this regard from the Purchaser, should the Supplier not fulfil the obligations specified by articles 5 (Fulfilling the Contract), 8 (Delivery and Transfer of Risks), 12 (Guarantee and Dispute), 14 (Industrial and Intellectual Property Rights), 15 (Insurances), 16 (Technical and Regulatory Adaptations), 17 (Transfer of the Contract), 18 (Exclusive Rights) and 19 (Secrecy and Confidential Information) of these General Conditions.
- 11.3 In any case, following written notice, should the delivery term not be respected or the Products prove not to conform to that specified in the Order or to the quality levels in the product area of reference, the Purchaser reserves the right to resolve the Contract with immediate effect or, at his exclusive discretion, to debit the Supplier, as a penalty, with a sum equivalent to 3% (three percent) for each week's delay until reaching 30% (thirty percent) of the amount contained in the Order, holding good the possibility of the payment of further damages.
- 11.4 In any case it remains understood that payment of the penalty as per art. 11.3 will not relieve the Supplier in any way from the obligation of bearing the expenses and costs consequent to non-fulfilment.

12. Guarantee and Dispute

- 12.1 The Supplier must provide a guarantee for 24 (twenty-four) months from the delivery date for differences and defects in the work and/or Product as per arts. 1667 and 1668 of the Civil Code. This guarantee must also be understood to be extended to operating faults due to modifications to procedures that happened subsequently and that had not been authorised by the Purchaser.
- 12.2 In the case of Product defects or differences with respect to the Order directly or indirectly detected by the Purchaser, unless there has been a prompt communication to the Supplier as per arts. 1667 and 1668 of the Civil Code, the duty of counter-proof remains the charge of the same Supplier. The Purchaser will make himself available for carrying a joint check within 30 (thirty) days of the accusation of the defects and differences. Should the Supplier not make himself available in his turn to carry out the joint check, including on the premises of the Purchaser's customers, or not provide, within 5 (five) days of the same check, at his care and expense, to replace the defective or nonconforming Products, the Purchaser reserves the right to reduce the price of the Products proportionally in relation to their decreased value holding good, in any case, the Purchaser's right to quantify, in a separate document, the direct and/or indirect damages and the possible costs, charges and expenses sustained or to be sustained and or debited or that could be debited to the Purchaser under any heading.
- 12.3 The Purchaser will also have the right of payment of all damages deriving from the possible need to purchase the Products from or have them made by another supplier, also taking account of the delay suffered in consequence of this occurrence.
- 12.4 It remains understood that the intervention costs in the case of differences or defects in the work and/or Product during the guarantee period as per art. 12.1 above will remain at the total charge of the Supplier, thus including the consequent transport, travel, board and lodging costs, including in the case where the Products are on the premises of the Purchaser's customers.
- 12.5 In any case the right of the Purchaser to resolve the Contract as specified in art. 11 holds good.

13. Responsibilities

- 13.1 The Supplier undertakes to respect the technical standards, mathematical files, specifications and procedures provided by the Purchaser as regards the production of the Products. Moreover, he undertakes to certify the quality of the company activities and processes of specific interest for the supplies to the Purchaser.
- 13.2 Should the Supplier have to perform processing on the Products that are the object of the supply, said Supplier undertakes to respect the applicable legal dispositions on the subject of: a) protection of the environment (e.g. the waste disposal, transport, recovery and recycling of refuse regulations, those on discharges into the atmosphere and into water, noise, the prescriptions on packaging and packing

- material, etc.); b) industrial hygiene, accidents at work and, more in general, regulations relative to the health and safety of the workforce; c) taking part in commerce and free competition; d) safeguarding of worker's rights and, specifically, on the protection of minor's work; e) consumer protection; f) obligatory social security, assistance and insurance; g) workforce bargaining; h) taxation, accounting and administrative compliance; i) registration and retention of mandatory writings and documents; j) industrial and intellectual property rights; k) legislation against personal discrimination; l) safeguarding personal data; m) links and relationships with public functionaries and local and government bodies.
- 13.3 Should he not respect what has been provided for or should the Products be defective or show faults in operation, the Supplier will be responsible for all damage, direct or indirect, that could ensue for the Purchaser and third parties due to the supply of the Products.
- 13.4 In compliance with the requisites demanded by the laws in force, and especially by the Law on Sub-supplying n° 192/1998, the Supplier performs the agreed service making use of his own means, his own organisation and his own resources, taking on himself full responsibility for the company risk. If, due to special requirements or characteristics of the purchase relationship, subcontracting, even partial, of the service becomes necessary or opportune, this must in any case be explicitly agreed in writing by the Parties and authorised by the Purchaser.
- 13.5 In any case the Supplier remains directly responsible to the Purchaser including when he makes use of third parties for fulfilling his obligations.
- 13.6 The Supplier will be considered responsible for a possible stoppage of the Purchaser's production line or those of end customers for whom the Products are intended, in consequence of the failure to respect the supply programme and/or the delivery Order and/or the absence of the agreed qualities in the Product supplied.
- 13.7 The Supplier will be considered responsible for the materials provided by the Purchaser; in the case of damage, destruction, loss or theft the Supplier will be required to reimburse the Purchaser of the documented cost of the materials and of other possible connected damages.

14. Industrial and Intellectual Property Rights

- 14.1 All information, technical standards, mathematical files, specifications and procedures provided by the Purchaser are the exclusive property of this latter. No brand licence or exploitation of patent, nor any other industrial or intellectual property rights inherent in the technical specifications and the know-how supplied, is to be understood to be granted by the Purchaser to the Supplier at the conclusion of the Contract.
- 14.2 The Supplier is required to promptly return to the Purchaser, at the time of termination of the relationship or at the end of performance of the service, all the information, documents and technical specifications received from the Purchase or that anyway have come into his possession during execution of the Contract.
- 14.3 The Purchaser is the sole and exclusive owner and beneficiary of the rights connected to the exploitation and use of the results (tangible and not) of the inventions and innovations possibly deriving from or associated with execution of the Contract, the agreed fee being understood to also include the transfer of these rights.
- 14.4 The Supplier, as regards his competence and responsibility, guarantees to the Purchaser that the use, exploitation in any way and resale of that acquired in the ambit of this contractual relationship, does not involve infringement of the industrial and intellectual property rights of third parties; in the case of disputes or controversies the Supplier must keep the Purchaser unharmed and released of responsibility for any responsibility or negative consequence in this regard.
- 14.5 The Supplier will indemnify the Purchaser for any damage of prejudice suffered directly or indirectly by this latter in relation to any infringement of intellectual and industrial property rights.

15. Insurances

- 15.1 The Supplier assumes, at his own charge, the task of stipulating and maintaining suitable insurance policies covering the risks taken and possible damage that could be caused in fulfilling the Contract.
- 15.2 In any case, the Supplier's insurance covers must contemplate protection of the goods and materials owned by the Purchaser in the possession or held by the Supplier for performing the service as defined in article 13 above, and indemnification of damages deriving from the supply of faulty or defective products as defined in article 12 above.

16. Technical and Regulatory Adaptations

- 16.1 With acceptance of the Order, the Supplier takes on the obligation of setting up the actions and initiatives that could possibly become necessary for adapting his production to the requirements imposed by progress and technology, the state of the art and new technical knowledge or other situations that, if not held in due consideration, would be able to have a negative effect on the Supplier's ability to fulfil his obligations correctly and completely. The Supplier also undertakes to immediately conform his offer to the standards and prescriptions imposed by new regulatory dispositions

16.2 Failure to adapt on the part of the Supplier involving, in concrete terms, negative consequences or damage for the Purchaser, could constitute a reason for resolution of the Contract by right and, in any case, involves the Supplier's responsibility for all possible direct or indirect damage deriving from this failure to adapt.

17. Transfer of the Contract

17.1 The Contract cannot be transferred without explicit authorisation in writing from the Purchaser.

18. Exclusive Rights

18.1 The Supplier undertakes not to sell to third parties the Products (or parts of Products) produced in conformity to drawings, mathematical files, technical specifications, samples or indications provided by the Purchaser or bearing the Purchaser's trademarks or other distinguishing signs.

18.2 The Supplier also takes on this commitment for his own suppliers and sub-suppliers, also guaranteeing that it is respected by these latter and accepting all responsibility towards the Purchaser, including within the meaning of the following paragraph.

18.3 In the case of infringement of this exclusivity obligation, holding good the immediate resolution of the Contract as per article 11 of these General Conditions, the Supplier will be required, as a penalty, to transfer to the Purchaser all sums he has received for the transfer to third parties of the Products (or parts of Products) covered by the exclusive right, holding good the payment for any further damage or prejudice that the Purchaser could suffer including the costs sustained to detect and/or prove this infringement.

19. Secrecy and Confidential Information

19.1 The Supplier guarantees, for himself and for his personnel, maximum secrecy as regards the information, data and research that come to his knowledge during execution of the Contract, undertaking not to divulge them to third parties and to use them exclusively for attaining the ends specified by the same Contract and in any case abstaining from any action that could be harmful to the activities of the Purchaser.

19.2 The obligations contained in the previous paragraph will continue after the termination of the Contract. They will cease to be effective when the information becomes public knowledge due to facts not attributable to the Parties and/or people employed by them in execution of the Contract and, anyway, after 3 (three) years have elapsed from the execution of same.

20. Safeguarding Privacy

20.1 As per Law Decree 196/2003, the Purchaser declares that: a) the Supplier's data are treated and/or communicated to third parties (e.g. banks, outside consultants, etc.) in compliance with the regulation referred to above for the execution of the Contracts; b) the Purchaser, operating in Nembro (BG – Italy) Via R. Follereau n° 4, is the Owner of the Data Treatment; c) the Supplier has the facility of exercising his rights as per art. 7 of same Law Decree.

21. Applicable Law and Competent Court

21.1 These General Conditions of Purchase and the sales Contracts connected to them are disciplined by Italian law.

21.2 Possible disputes relative to the interpretation or execution of the Contract will be referred to the jurisdiction and exclusive competence of the Court of Bergamo, with explicit exclusion of the General Respondents Court and alternative Courts.

THE SUPPLIER (for acceptance)

..... date:

Within the meaning and effects of art. 1341 Civil Code the Supplier declares his explicit acceptance of the following conditions: art. 4.3 (Contracts/Purchase Orders), art. 5.2 (Fulfilling the Contract), art. 7.2 (Packing), arts. 8.4, 8.5 and 8.6 (Delivery and Transfer of Risks), art. 11.1 (Explicit Resolution Clause), arts. 12.3 and 12.4 (Guarantee and Dispute), art.13.3 (Responsibilities) arts. 14.3 and 14.4 (Industrial and Intellectual Property Rights), arts. 15.1 and 15.2 (Insurances), art. 16.1 (Technical and Regulatory Adaptations), art.17 (Transfer of the Contract), arts. 18.1 and 18.2 (Exclusive Rights); arts. 19.1 and 19.2 (Secrecy and Confidential Information), arts. 21.1 and 21.2 (Applicable Law and Competent Court).

THE SUPPLIER (for acceptance)

..... date :