



1 General principles

- 1.1 The terms and conditions of purchase of this document exclusively govern the orders issued or the purchase contracts stipulated by Nuova Stame S.p.A. Any change or addition, as well as any condition of sale of the Supplier, different in whole or in part from these terms and conditions of purchase, shall be valid only in the case of specific written acceptance by Nuova Stame S.p.A. As of the signing of these Terms and Conditions of Purchase, the Supplier's terms and conditions of sale, even if previously accepted, will no longer be recognised as binding.

2 Orders and their modifications

- 2.1 Orders, order confirmations, contracts and delivery or supply requests, as well as modifications or additions to them, will have to be formulated exclusively in writing.
- 2.2 The written form is also recognized for communications exchanged by fax or electronically.
- 2.3 The estimates shall be binding and shall not give rise to compensation of any kind in favour of the Supplier, unless otherwise expressly agreed in writing between the Supplier and Nuova Stame S.p.A.
- 2.4 The Supplier must send written order confirmation, complete with prices and delivery times; within three working days Nuova Stame S.p.A. may dispute the content of the order confirmation and, if necessary, cancel the order.
- 2.5 If the Supplier does not accept the order in writing within 1 (one) calendar week of its receipt, Nuova Stame S.p.A. shall have the right to cancel it.

3 Delivery of goods / Provision of services

- 3.1 Deliveries of goods or provision of services other than those specified in the contracts and orders of Nuova Stame S.p.A. shall be admissible only with the prior written consent of the latter.
- 3.2 The dates and terms agreed in writing shall be binding on the Supplier. The exact compliance with respect to the periods and dates of delivery is determined by the date of receipt of the goods by Nuova Stame S.p.A.
- 3.3 If the Supplier is responsible for the installation or commissioning and unless otherwise agreed, all indirect costs connected, such as travel and transport expenses, the provision of tools and expenses shall be borne by the Supplier.
- 3.4 If the Supplier makes the delivery or supply later than the agreed terms or if he delivers the goods to places and to persons other than those indicated by Nuova Stame S.p.A., the latter may refuse to accept the delivery or supply and may request the full compensation for damages. The Supplier shall immediately inform the Purchasing Department of Nuova Stame S.p.A., where it foresees difficulties that could hinder the delivery or supply of goods or services promptly and with the required qualities. In any case, the Supplier will not be exempt from the responsibilities resulting from the delay in performing the service. Notwithstanding the provisions of the second paragraph of Article 1510 of the Italian Civil Code, the Supplier is not released from the obligation of delivery by handing over the goods to the carrier or to the shipper.
- 3.5 The unconditional acceptance of a late delivery of goods or provision of service shall not result in the waiver by Nuova Stame S.p.A. to the claim for damages.
- 3.6 Partial deliveries or supplies are not permitted unless Nuova Stame S.p.A. has expressly authorized them.
- 3.7 For the purposes of any claims, the quantities, weights and dimensions recognised by Nuova Stame S.p.A. shall be taken into consideration in the process of accepting the goods.
- 3.8 The Supplier, together with the delivery of goods or provision of services, must deliver to Nuova Stame S.p.A. all the documentation necessary and suitable for its regular use (for example, the instruction and operation manuals, those of installation and assembly, the warranty certificates, etc.).
- 3.9 The Supplier of blocks, steel sheets and similar is obliged to ensure that the same, as well as the relative transportation document expressly report the order number and position.
- 3.10 The Supplier of sheet metal sheets and strips is obliged to ensure that they are expressly accompanied by the material certificate, according to the UNI EN 10204 standards type 3.1 (and subsequent modifications), which must be sent to the email addresses reported by the orders of Nuova Stame S.p.A.
- 3.11 For materials that provide the safety data sheet or the technical data sheet, the Supplier is obliged to send each update of this documentation to the following email address: v.bonfanti@nuovastame.com.
- 3.12 For those goods for which the test certificate is required in the order or in the contract, this must be sent at the same time as the delivery of the goods to the email address indicated in the order.
- 3.13 The Supplier must provide the services through his company. The Supplier may subcontract the provision of services to



third parties only with the prior written consent of Nuova Stame S.p.A. and, in this latter case, the Supplier shall be personally liable towards Nuova Stame S.p.A. of all the subcontractor's activities, as if they had been done by the Supplier itself. In the event that it requires services from third parties, the Supplier undertakes, pursuant to and for the purposes of Article 1381 of the Italian Civil Code, to have the terms and conditions laid down in this document incorporated into the related contracts below.

- 3.14 The performance standards desired by Nuova Stame S.p.A., the configurations and purposes specified by the same, will not exempt the Supplier from his obligation to provide economically and technically defect-free solutions. The Supplier shall promptly inform Nuova Stame S.p.A. if the above performance standards, configurations or purposes conflict with such solutions, or if changes or improvements in the object or purpose of the service are necessary or appropriate for other reasons. Additional services or modifications made without the prior written permission of Nuova Stame S.p.A. may not be grounds for claims of any kind by the Supplier.
- 3.15 Nuova Stame S.p.A. shall be informed immediately in the event that third-party industrial or intellectual property rights are necessary for the execution of the order, even if there is only a risk. Furthermore, Nuova Stame S.p.A. shall be informed immediately in the event that the Supplier has received disputes from third parties regarding the ownership of industrial property rights or distinctive markings, or disputes by other buyers regarding the characteristics of the goods or the distinctive markings of the goods.
- 3.16 If they have been informed of the purpose of the goods or service, the Supplier will ensure that they are compliant with the stated purpose. Any inspections or approvals of parts of the goods or services will not affect the Supplier's obligation to provide warranty for them. The acceptance of the goods or services will follow upon the completion of delivery or supply, not the possible use or payment of the same.
- 3.17 The Supplier undertakes to conform its activity to EC Regulation no. 1907/2006 (Reach), adopting all the requirements laid down by the regulation.

4 Force Majeure

- 4.1 In the event of force majeure, disputes or industrial disputes, riots, governmental measures or any other unavoidable event, and, in any event, interruptions in activities beyond the control of Nuova Stame S.p.A., the latter is released from the obligation to accept the goods and services, at the agreed deadlines, for the duration of these events. During these events and for the following 2 (two) weeks, Nuova Stame S.p.A. shall have the right – without prejudice to any other rights thereof – to withdraw wholly or in part from the supply contract, if such events have a non-negligible duration and the requirements of Nuova Stame S.p.A are considerably reduced.

5 Shipping notice and invoice

- 5.1 Shipping notices and invoices must contain the specifications contained in the orders, contracts and requests for delivery and/or supply of Nuova Stame S.p.A.
- 5.2 In particular, the invoice issued by Italian Suppliers shall contain the invoice number, order number and contract number of Nuova Stame S.p.A. The invoice shall be issued in electronic form, when imposed by Italian law, and shall, in any case, be sent in a copy to the address indicated in the purchase order or in the contract and shall not accompany the goods.
- 5.3 The order confirmation and invoice issued by the foreign Supplier shall indicate the code of the Customs tariff.

6 Price and passage of risk

- 6.1 The Supplier assumes all risks of loss or damage relating to the goods until they are received by Nuova Stame S.p.A., or by a representative thereof, at the place of delivery agreed in accordance with the contract.
- 6.2 The amount of compensation for the goods and/or services covered by the supply will be agreed **in advance** in each order or contract. The agreed prices may not be altered, unless otherwise agreed in writing, expressed on a case by case basis. If a contract does not provide for compensation at a fixed price, but on the **actual amount** according to the costs incurred and proved, the Supplier shall ensure that he maintains his request within the scope of the offer or estimate amount approved; in any case, the final compensation must be previously agreed in writing with the Purchasing Department of Nuova Stame S.p.A., prior to the issue of the invoice.
- 6.3 In the event of a fee for the design of moulds, by Nuova Stame S.p.A., the designer is responsible for any errors or anomalies present in the project or the bill of materials attributable to him and, therefore, is responsible for all the costs



that Nuova Stame S.p.A. will have to endure for the elimination of defects.

7 Terms of payment

- 7.1 The payment terms in the order/purchase contract are applicable, except for different written agreements with the Purchasing Department of Nuova Stame S.p.A. In any case, payment is subject to the verification of the invoice.

8 Reporting defects

- 8.1 The acceptance of the Products will be subject and subordinate to the inspection and control by Nuova Stame S.p.A., in order to verify the absence of flaws and defects, the completeness and regularity of the goods and services provided. Nuova Stame S.p.A. will promptly report any flaw or defect from the moment of its discovery. In this regard, the Supplier waives any dispute concerning delays in reporting the complaint of flaws or defects.
- 8.2 The goods supplied by the Supplier and/or third parties are guaranteed for flaws and operational defects and are therefore assisted by the warranty for defects provided by Article 1490 of the Italian Civil Code and by all the warranties envisaged by Italian law (with no exclusions) in relation to the specific characteristics of the supply, the contract and the service provided. In this regard, the Parties acknowledge that, pursuant to the first paragraph of Article 1495 of the Italian Civil Code the term in favour of Nuova Stame S.p.A. to report the flaws and defects to the seller is forty-five working days after their discovery; this term also applies to the discipline referred to in Article 1497 of the Italian Civil Code. (lack of quality).

9 Claims for defects

- 9.1 If the Supplier does not immediately /g> remedy the defects after a request of Nuova Stame S.p.A. in case of urgency and in particular to avoid imminent risks or to prevent further damage, Nuova Stame S.p.A. is authorized to undertake any appropriate correction of the defect or have it undertaken by a third party at the expense of the Supplier.
- 9.2 Where goods or services are supplied in relation to which there is not full ownership, the Supplier agrees to fully indemnify Nuova Stame S.p.A. against any claims of third parties, and agrees to a full warranty against eviction and claims.
- 9.3 If the Supplier fulfils the obligation of additional services by supplying a replacement product, the terms of forfeiture and prescription of the goods delivered in replacement will be calculated again from the delivery.
- 9.4 In the event that Nuova Stame S.p.A. incurs expenses due to the defective delivery of the Product, in particular transport, shipping, processing, labour, assembly and disassembly costs, materials or costs for inspections and verifications, the above-mentioned costs will be borne by the Supplier.
- 9.5 The Parties agree that if Nuova Stame S.p.A. contests the supply for any cause and reason whatsoever, it may suspend the relative payment until the regularity and validity of the disputes have been legally verified by a final court ruling, the Supplier may not take action for the recovery of the relative credit and no interest shall accrue on such unpaid sums by Nuova Stame S.p.A., not even the legal and those provided by Legislative Decree 231/2002, as subsequently amended and updated.
- 9.6 Nuova Stame S.p.A. may compensate the sums requested to the Supplier as compensation for the damages with those owed for the supplies and this even if the credit of Nuova Stame S.p.A. is not certain, of a fixed amount and due.
- 9.7 Any payment of a supply shall not in any way affect the right of Nuova Stame S.p.A. to dispute it and to repeat the payment in addition to claiming compensation against the Supplier for any damages suffered, without exception. The Supplier shall be liable for any default of any of its sub-suppliers equivalent to its own default.

10 Product Liability.

- 10.1 In the event that an action for product liability is exercised against Nuova Stame S.p.A., the Supplier is obliged to indemnify and hold harmless Nuova Stame S.p.A. from such requests if and to the extent that the damage is due to a defect in the product supplied by the Supplier.
- 10.2 In the cases referred to in paragraph 10.1 above, the Supplier shall bear all the costs and expenses, including the costs of any legal action, which Nuova Stame S.p.A. may suffer.

11 Right to withdrawal and termination

- 11.1 In addition to the rights of withdrawal and resolution provided for by law, Nuova Stame S.p.A. has the right to withdraw



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from the contract or terminate the contract with immediate effect (express termination clause) if:

- the Supplier has blocked the supply to its customers;
 - the equity/financial conditions of the Supplier are, or risk being, seriously/substantially deteriorated, thus undermining the supply commitment to Nuova Stame S.p.A.;
 - the Supplier is insolvent or is in a situation of excessive indebtedness, or stops its payments;
 - the Supplier has not fulfilled the obligations referred to in Article 3.13.
- 11.2 Nuova Stame S.p.A. also reserves the right to withdraw or terminate the supply contract where the Supplier presents a bankruptcy petition arrangement with creditors or other insolvency proceedings or debt restructuring involving the Supplier's assets.
- 11.3 In the event that the Supplier only partially performs the supply, Nuova Stame S.p.A. has the right to terminate the entire contract if it is not interested in a partial fulfilment.
- 11.4 If Nuova Stame S.p.A. terminates or terminate the supply contract by virtue of the withdrawal and termination rights referred to in the preceding paragraphs, the Supplier is required to compensate Nuova Stame S.p.A. for any loss or damage caused accordingly, unless the Supplier is not responsible for the cause for which the right of withdrawal or termination of the contract has been exercised.
- 11.5 The rights and actions provided for by law shall not be limited by the provisions of this Article 11.

12 Conducting works

- 12.1 Persons who perform work in a Nuova Stame S.p.A. establishment/headquarters in the execution of an order or contract shall comply with the relevant labour regulations. Any liability of Nuova Stame S.p.A. for accidents occurring in the establishments/headquarters of Nuova Stame S.p.A. to the detriment of such persons is excluded.

13 Supply of materials

- 13.1 Materials, components, containers and special packaging ("Materials") supplied by Nuova Stame S.p.A. will remain its property. They may only be used in accordance with their intended destination. The processing of the materials and the assembly of the components are carried out on behalf of Nuova Stame S.p.A.

14 Confidentiality and privacy

- 14.1 The Supplier will keep all commercial and technical information made available by Nuova Stame S.p.A. confidential with regard to third parties. (including data relating to objects, documents, or software and any other information), as well as the results of the work obtained in accordance with the order or contract, except for what is already public knowledge. The information will be made available only at the premises of the Supplier to those persons who need it for the purposes of the supplies to be carried out to Nuova Stame S.p.A. These people must commit themselves to maintain confidentiality. The information is the exclusive property of Nuova Stame S.p.A. and may not be duplicated or used commercially – except for deliveries to Nuova Stame S.p.A. - without prior written authorization from the latter. At the request of Nuova Stame S.p.A., all information communicated by the latter (including copies or registrations, if any), as well as the goods and instruments from the same provided for use to the Supplier must be immediately returned or destroyed. All rights to this information are reserved to Nuova Stame S.p.A.(including the rights of industrial and intellectual property). This reserve will also apply to information provided by third parties.
- 14.2 The goods made on the basis of documentation such as drawings, models and similar, provided by Nuova Stame S.p.A. may never be used by the Supplier outside the supply contract with Nuova Stame S.p.A., nor offered or transferred to third parties.
- 14.3 As regards the technical and commercial information received from Nuova Stame S.p.A. for the execution of the service, the confidentiality commitment will continue even after the execution and conclusion of the contract.

15 Place of performance

- 15.1 The place of performance is the place where the goods are to be delivered according to the contract or where the service is to be provided in accordance with the order/contract.

16 Applicable law and exclusive Jurisdiction

- 16.1 The ineffectiveness of any provision of these terms and conditions or subsequent supplementary agreements will not result in the



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invalidity of the other conditions. The Parties will agree on a substitute clause which reflects as much as possible the economic intent.

- 16.2 These terms and conditions of purchase are governed exclusively by the laws of the Italian Republic. The following are excluded: the application of the Hague Convention on the uniform law on the international sale of goods, the United Nations Convention on Contracts for the International Sale of Goods or other conventions, regulations or other private international law concerning the law applicable to the sale of goods and/or services.
- 16.3 For any dispute arising out of these conditions or connected with the same, the Court of LECCO shall have exclusive jurisdiction, with the express exclusion of any alternative or competent court.