

CGA/ ANGELANTONI TEST TECHNOLOGIES SRL / 2016

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1) GENERAL INFORMATION

- 1.1 The agreement arising from the final order is governed by these general terms and conditions and by the special conditions set out in the order as well as by the general and special specifications affecting order execution and made known to the Supplier.  
  
Any exceptions or additional conditions shall be deemed applicable only if agreed to in writing.
- 1.2 The Supplier shall not transfer, either partially or entirely, the order and/or its performance.
- 1.3 An order shall be considered as final and binding upon the Supplier's express or implied acceptance. Please expressly notice that such acknowledgement implies the Supplier's acceptance of both the contents of the Order and the contents of the documents simply indicated in the Order for the sake of brevity. In the case of doubt, the Supplier shall contact the compiler of the Order.
- 1.4 Should no order acknowledgement be received within 30 (thirty) days from the date of the Order, ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to cancel the Order. The exercise of such right shall be promptly notified to the Supplier.
- 1.5 Any disputes arising in connection with this agreement, including those relating to payment procedures, shall be referred for settlement to the Chamber of Commerce of PERUGIA which shall reach a decision pursuant to the law and in conformity with the procedure regulations adopted by the Chamber in question.
- 1.6 Should the above arbitration procedure fail, the dispute shall be referred to the Court of Perugia which shall have exclusive jurisdiction with respect to the Supplier. Conversely, ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to summon the Supplier to the Supplier's business premises. The applicable law is the Italian law.

### 2) TECHNICAL INFORMATION, INDUSTRIAL PROPERTY, EXCLUSIVE AGENCY

2.1 All technical information (defined as drawings, specifications, regulations and tables as well as any other technical documentation, including models, samples and specific equipment) placed by ANGELANTONI TEST TECHNOLOGIES SRL at the Supplier's disposal – including anything manufactured by the Supplier and sold to ANGELANTONI TEST TECHNOLOGIES SRL – shall remain property of ANGELANTONI TEST TECHNOLOGIES SRL and may be used solely for Order execution purposes.

On termination of the Agreement, the Supplier undertakes to return to ANGELANTONI TEST TECHNOLOGIES SRL any information and/or materials in its possession, transmitted to it by the latter, and to destroy any copies of the documents supplied to it.

- 2.2 Unless for order execution purposes, the Supplier is forbidden to copy technical information or reproduce it or broadcast it or allow its use to third parties, without the written authorization of ANGELANTONI TEST TECHNOLOGIES SRL and, in any case, the Supplier undertakes to keep it confidential for five years after execution of the last Order in favour of ANGELANTONI TEST TECHNOLOGIES SRL. The Supplier is aware of the illegality, beyond the supply, of the manufacture and sale of products made

based on drawings, models and samples of ANGELANTONI TEST TECHNOLOGIES SRL, both in terms of production and of spares of any kind or for whatever other use, irrespective of whether or not mention is made of the name, trade marks or insignia of ANGELANTONI TEST TECHNOLOGIES SRL

- 2.3 The Supplier undertakes not to produce or have produced and/or supply to third parties, for whatever reason, directly or indirectly, for use in production or as spares, the specific products anyhow supplied to ANGELANTONI TEST TECHNOLOGIES SRL for the entire duration of the supply contract and for five years following execution of the last Order in favour of ANGELANTONI TEST TECHNOLOGIES SRL

### 3) DELIVERY

- 3.1 Delivery and transfer of risk from Supplier to ANGELANTONI TEST TECHNOLOGIES SRL shall take place upon the actual consignment of the goods to the warehouses and/or plants of destination. Subject, in any case, to the application of the regulations of the International Chamber of Commerce set out in INCOTERMS 2010 and any amendments thereof, specified in the Order.

- 3.2 The Supplier shall mark, package, label, identify, ship and transport ordered items as instructed by ANGELANTONI TEST TECHNOLOGIES SRL

The Supplier shall be held responsible for any damages due to any delay, loss or damage deriving from non-compliance with the said instructions.

- 3.3 ANGELANTONI TEST TECHNOLOGIES SRL will receive only the ordered quantities.

The delivery to ANGELANTONI TEST TECHNOLOGIES SRL of any goods exceeding the ordered quantities shall be expressly agreed to each time.

Any excess goods not previously agreed with ANGELANTONI TEST TECHNOLOGIES SRL shall be returned to the Supplier at the Supplier's own risk and expense within 30 (thirty) days.

- 3.4 The agreed delivery deadlines/schedules are binding and essential and no late or advance delivery is permitted.

ANGELANTONI TEST TECHNOLOGIES SRL reserves the right to return any goods delivered in advance of schedule at the Supplier's own risk and expense, and to charge the Supplier with storage expenses.

Payment for goods in advance of schedule shall be authorized only if the goods have been accepted by ANGELANTONI TEST TECHNOLOGIES SRL and, in any case, shall occur based on the agreed delivery schedule.

- 3.5 Except in the case of late delivery due to force majeure, the Supplier shall promptly notify ANGELANTONI TEST TECHNOLOGIES SRL of the reasons for the delay, and shall at the same time indicate the earliest new delivery dates. Without prejudice to ANGELANTONI TEST TECHNOLOGIES SRL's right to apply the penalties for late delivery set out in Art. 7) here below.

Should a late delivery not be notified within a twenty (20) day deadline, the Supplier shall be subject to a penalty equal to twice the amount referred to in paragraph 1 hereof.

- 3.6 Should failure in performance be due to the occurrence of proven circumstances of force majeure (Art. 8), the delivery dates shall be extended and the new dates shall be established by mutual agreement in relation to the impediment, subject to the Supplier having promptly notified ANGELANTONI TEST TECHNOLOGIES SRL of the occurrence of the force majeure event and having made every reasonable effort to minimize the consequences of the delay.

Force majeure cannot be invoked if it occurs after the expiry of the agreed delivery date.

#### 4) QUALITY OF SUPPLIES

4.1 The Supplier warrants and represents that it has set up and undertakes to maintain a Quality System in compliance with the provisions of the ANGELANTONI TEST TECHNOLOGIES SRL quality regulations and instructions and the provisions of which are known to it.

4.2 The simple delivery of the ordered goods does not signify their acceptance, which shall take place only after the verification, by the ANGELANTONI TEST TECHNOLOGIES SRL control department, of their condition (quantity and quality) and their full compliance with all applicable requirements.

The Supplier shall be entitled – subject to authorization by ANGELANTONI TEST TECHNOLOGIES SRL – to send its own personnel to the ANGELANTONI TEST TECHNOLOGIES SRL premises, to supervise the procedures used to test the ordered goods upon arrival. As a rule, the goods supplied by the Supplier shall be tested by ANGELANTONI TEST TECHNOLOGIES SRL, compatibly with its processing and materials management requirements.

4.3 Should any goods be refused upon delivery or anyhow proven defective as per previous articles, ANGELANTONI TEST TECHNOLOGIES SRL may select to act in one or more of the following ways:

- a. remedy the non-compliant products by means of supplementary processing at the Supplier's premises and expense;
- b. charge to the Supplier the costs for repair by ANGELANTONI TEST TECHNOLOGIES SRL or by its final customer, subject to agreement with the Supplier;
- c. request replacement of non-compliant products or of the entire lot containing said products;
- d. reject non-compliant products or the entire lot containing said products, without requesting their replacement.
- e. in the cases referred to in paragraphs a to c, ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to apply to the Supplier a penalty of 2% of the value of the undelivered goods for every whole week of late delivery (without prejudice to the right to claim further damages), up to no more than 10% of the value of the order
- f. in the case referred to in the foregoing paragraph d), ANGELANTONI TEST TECHNOLOGIES SRL may apply to the Supplier a penalty equal to 10% of the value of the order (without prejudice to the right to claim further damages).

Without prejudice, in any case, to the right of ANGELANTONI TEST TECHNOLOGIES SRL to claim reimbursement for the major damages actually incurred.

#### 5) EQUIPMENT AND MATERIALS

5.1 The equipment made available by ANGELANTONI TEST TECHNOLOGIES SRL to the Supplier for order performance shall remain the exclusive property of ANGELANTONI TEST TECHNOLOGIES SRL. The Supplier shall be solely responsible for its loss, destruction or damage. As regards the said equipment, the Supplier undertakes:

- a) to register it and mark it as being the property of ANGELANTONI TEST TECHNOLOGIES SRL;
- b) to take out adequate insurance covering it against fire, theft, vandalism, natural disasters, tampering and other insurable liabilities of loss or damage;
- c) to safeguard and use it with the utmost care and provide ordinary maintenance at its own expense;
- d) to notify ANGELANTONI TEST TECHNOLOGIES SRL as urgently as possible about any extraordinary repairs, replacements or overhauls that may become necessary, it being understood that ANGELANTONI TEST TECHNOLOGIES SRL holds the right to any decision regarding such repairs, replacements or overhauls, which shall be charged to ANGELANTONI TEST TECHNOLOGIES SRL unless they are due to accidents, negligence or other fault of the Supplier, who in that case shall incur all related expenses;

e) not to move it outside its premises except within the limits previously authorized each time by ANGELANTONI TEST TECHNOLOGIES SRL;

f) to allow the personnel sent by ANGELANTONI TEST TECHNOLOGIES SRL, during normal work hours, to control how it is kept and used as well as its conditions;

g) not to transfer it to third parties for any reason whatsoever or use it as collateral;

h) not to use it or allow its use for anything but the performance of the ANGELANTONI TEST TECHNOLOGIES SRL orders even after termination of each single supply to ANGELANTONI TEST TECHNOLOGIES SRL and, in any case, not to produce and/or transfer to third parties, for any reason whatsoever, either directly or indirectly, for use in production or as spares, any items designed or produced according to such equipment;

i) to comply with the instructions to be provided by ANGELANTONI TEST TECHNOLOGIES SRL regarding its return, disposal or preservation.

5.2 The provisions set out in §5.1 above shall also apply, as far as possible, to any semi-finished products and other materials owned by ANGELANTONI TEST TECHNOLOGIES SRL and made available to the Supplier for or in relation to order performance purposes.

## 6) WARRANTY

6.1 The Supplier warrants that the supply is free from any defect and/or malfunction due to incorrect processing or processing that is not compliant with applicable requirements or to the material used, for a period of twenty-four (24) months from the date of delivery of the products to ANGELANTONI TEST TECHNOLOGIES SRL. The delivery date shall be determined according to the INCOTERMS indicated in order.

6.2 In any case, provided that any defects or malfunctioning are notified within the warranty period, ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to request, in addition to the provisions indicated in §4.3, reimbursement for any major damages caused by the non-suitability of the purchased product, should the circumstances prove that the Supplier has failed to comply with the rules of prudence and diligence normally expected within its sphere of business.

6.3 Should any legal action be brought against ANGELANTONI TEST TECHNOLOGIES SRL for civil liability (including "Product Liability") or liability in contract, or should it be accused of being in breach of its legal obligations (with respect to safety, pollution, etc.) as a consequence of the defectiveness, non-conformity or non-reliability of the items supplied, the Supplier shall be obliged to hold ANGELANTONI TEST TECHNOLOGIES SRL harmless and to indemnify it against any damage it may have suffered in connection therewith. ANGELANTONI TEST TECHNOLOGIES SRL undertakes to notify the Supplier as soon as it becomes aware of the violation of any regulations or of any legal action relating to its liability based on the defectiveness, non-conformity or non-reliability of the item supplied by the Supplier.

## 7) LATE DELIVERY AND RELATED PENALTIES

7.1 In the case of late delivery (even if partial) through fault of the Supplier, ANGELANTONI TEST TECHNOLOGIES SRL acting in pursuance of art. 1382 C.C., shall be entitled to apply a penalty amounting to 2% of the value of the undelivered goods for each week of delay (without prejudice to the right to claim indemnity for any further damage sustained), up to a limit of 10% of the order value. Such right shall be exercised only after the Supplier has been notified of its express intention to exercise the right, by registered letter with notice of receipt. Compliance with this formality shall be deemed a prerequisite for exercising this right.

7.2 Should the delay exceed 25 working days, ANGELANTONI TEST TECHNOLOGIES SRL, always without prejudice to its right to apply the penalty under art. 7.1 and to claim indemnity for any further damage sustained, may choose to:

- a) cancel the order, in which case all ANGELANTONI TEST TECHNOLOGIES SRL need do is notify such a decision to the Supplier, being ANGELANTONI TEST TECHNOLOGIES SRL exempted from the offer indicated in the first paragraph of Art. 1517 of the Civil Code;
- b) purchase elsewhere and at any time the product delivered late (also without relation to the cases envisaged in Art. 1516 of the Civil Code) at the Supplier's own risk and costs.

## **8) FORCE MAJEURE**

8.1 Force majeure is defined as any event occurring beyond the control of the Supplier and that it cannot envisage at the time of signing the Order, such as, for example: natural disasters, labour conflicts, Authority proceedings, etc..

Strikes are considered a condition of force majeure when they are general, national, regional or provincial and directly affect the Supplier.

8.2 Should order execution be halted due to the proven occurrence of circumstances of force majeure, delivery dates shall be extended and the new dates defined by mutual agreement between the Parties, and this subject to the Supplier: (i) having promptly notified ANGELANTONI TEST TECHNOLOGIES SRL, by telegram, of the occurrence of the force majeure event, and (ii) the Supplier having made every reasonable effort to minimize its effects.

Force majeure cannot be invoked if it occurs after the expiry of the agreed delivery date. Furthermore, in no case whatsoever shall delays by sub-contractors be considered a force majeure event.

Should the condition of force majeure determine a delay in delivery exceeding 3 months, or a shorter delay but incompatible with the production requirements of A ANGELANTONI TEST TECHNOLOGIES SRL, the latter shall be entitled to cancel the order, entirely or in part, at any time, simply by sending a written notice to the Supplier.

## **9) PAYMENTS**

9.1 ANGELANTONI TEST TECHNOLOGIES SRL shall be required to make the payments, in the manner and according to the terms agreed, subject to:

successful completion of the acceptance inspections mentioned in Article 4) above concerning "Quality of Supplies";

receipt of a monthly statement of account listing the outstanding invoices due within the following month, indicating the receiving bank data for payment.

9.2 The manner of payment shall be determined, each time, in the order.

9.3 It is also expressly understood that any credit related to the supply cannot be transferred or delegated in any way, unless otherwise agreed to with ANGELANTONI TEST TECHNOLOGIES SRL.

## **10) INDUSTRIAL PROPERTY RIGHTS**

10.1 The Supplier undertakes to notify ANGELANTONI TEST TECHNOLOGIES SRL whether it has title to or holds a licence for industrial property rights concerning the design and/or technology of the supply, as well as all the necessary indications for identifying such rights.

- 10.2 The Supplier is also obligated not to supply goods in infringement of patents or licences belonging to third parties and agrees to settle any claim or action brought by third parties arising over such matters.
- 10.3 The Supplier shall not be held liable when the design and/or technology is provided by ANGELANTONI TEST TECHNOLOGIES SRL which, in that case, shall be solely responsible and liable for settling any disputes promoted by third parties with respect to the infringement of industrial property rights.
- 10.4 With regard to the research, design, experimentation or development carried out on an item listed in an order by ANGELANTONI TEST TECHNOLOGIES SRL should the Supplier create inventions, whether patentable or not, it shall notify this to ANGELANTONI TEST TECHNOLOGIES SRL and, at the request of the latter, shall provide the same with all documentation and data necessary or useful for its production. In relation to such inventions and related industrial patent rights, ANGELANTONI TEST TECHNOLOGIES SRL shall automatically be granted free licence rights for their production (either directly or through third parties), sale and use in Italy and elsewhere, for their use on ANGELANTONI TEST TECHNOLOGIES SRL products. Where required by ANGELANTONI TEST TECHNOLOGIES SRL the Supplier shall apply for suitable patent rights for the invention in Italy and in all major foreign countries, or shall allow ANGELANTONI TEST TECHNOLOGIES SRL to do so, in the name and on behalf of the Supplier. The costs shall be at Supplier charge.

Should the research, design, experimentation or development work be carried out by the Supplier under specific assignment of ANGELANTONI TEST TECHNOLOGIES SRL, the invention or related industrial patent rights, the drawings and the technical results in general shall be the property of ANGELANTONI TEST TECHNOLOGIES SRL, provided the relevant assignment was for a consideration in money.

## 11) TERMINATION

11.1 ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to consider the Order cancelled by sending a notice in writing to the Supplier when:

- (i) the Supplier fails to comply with the stipulations in the Order and fails to remedy the non-compliance within 15 days of receipt of notice in writing to this effect, or fails to diligently proceed with the actions undertaken to remedy the non-compliance;
- (ii) a competent authority commences proceedings to wind up the Supplier or to interrupt or suspend its activities;
- (iii) the Supplier is declared bankrupt or insolvent or assigns credits for the benefit of creditors or admits in writing to its incapacity to pay its debts within the expected due dates;
- (iv) the Supplier is placed in temporary receivership for the benefit of bond holders and of other Supplier creditors;

in which case the Supplier shall immediately suspend the performance of the order with respect to the part concerned by the termination, shall carry out the necessary action vis-à-vis its subcontractors, as regards any subcontracted items, and shall diligently continue performing the part of the order not concerned by the termination.

11.2 In the case of termination under sub-clause 11.1, and without prejudice to any other right of ANGELANTONI TEST TECHNOLOGIES SRL vis-à-vis the Supplier, ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to:

- (i) take possession of part or all of the supply concerned by the termination, regardless of its stage of completion, and to appoint third parties to complete the missing part;
- (ii) appoint third parties to supply equivalent products to the missing part of the supply;
- (iii) charge to the Supplier the extra work and expenses incurred by ANGELANTONI TEST TECHNOLOGIES SRL in accordance with the agreement hereunder in respect of the supply compared to the price specified in the Order.

11.3 In the case of termination under sub-clause 11.1, and with regard to the part of the order already performed by the Supplier, the following stipulations shall apply:

- (i) the terms and conditions of the Order shall remain in force to the extent that they are applicable to the parts of the supply taken into possession by ANGELANTONI TEST TECHNOLOGIES SRL. in accordance with the right referred to in the foregoing sub-clause 11.2 (i);
  - (ii) the price of the Order shall be reduced, in proportion to the reduction of the supply, based on the price components or the unit prices specified in the Order, or on negotiations between the Parties;
  - (iii) ANGELANTONI TEST TECHNOLOGIES SRL shall be entitled to withhold the amounts already due or falling due in the future, to the Supplier, for an amount such as to reasonably allow ANGELANTONI TEST TECHNOLOGIES SRL to recover the sums that may subsequently be charged to the Supplier in accordance with the foregoing sub-clause 11.2.
- 11.4 No dispute between the Supplier and ANGELANTONI TEST TECHNOLOGIES SRL relating to termination of the order or in consequence thereof, shall exempt the Supplier from making available to ANGELANTONI TEST TECHNOLOGIES SRL the part of supply specified in the (entirely or partially) terminated orders may be requested by ANGELANTONI TEST TECHNOLOGIES SRL under the foregoing sub-clause 11.2 (i).

## **12) ORDER PRICES**

- 12.1 The prices specified in the order are fixed and therefore not subject to adjustment based on subsequent changes in cost, with the exception of any changes specifically agreed to in writing.
- 12.2 Any increases in price due to manufacturing changes must first be notified by the Supplier and, in any case, shall be valid and binding for ANGELANTONI TEST TECHNOLOGIES SRL only if previously accepted by the latter in writing.
- 12.3 In no case shall the Supplier be entitled to obtain price adjustments in connection with the increased costs for performing the supply due to the occurrence of force majeure events.

We hereby represent that we have examined and expressly accept the foregoing General Terms and Conditions of Purchase.

## **12) ANGELANTONI TEST TECHNOLOGIES SRL – STANDARDS OF PROFESSIONAL PRACTICE**

Supplier undertakes to comply with, in addition to applicable provisions of Italian Legislative Decree 231 of June 8<sup>th</sup> 2001, the rules of conduct set forth in the Model of organization, management and control and Code of Ethics of the ANGELANTONI TEST TECHNOLOGIES SRL (“ATT”). Said Italian Legislative Decree 231 of June 8<sup>th</sup> 2001 and ATT Code of Ethics may be viewed on the website [www.att-testing.it](http://www.att-testing.it) and Supplier represents that it is fully aware of the contents thereof.

Breach by Supplier of one or more of the provisions of the Italian Legislative Decree 231 of June 8<sup>th</sup> 2001 and ATT Code of Ethics shall entitle ANGELANTONI TEST TECHNOLOGIES SRL to immediately terminate the Agreement by means of a written notice to the Supplier without prejudice to any claim for compensation for damages arising from termination of the Agreement.

## **13) CONFIDENTIALITY**

The personal data of the SUPPLIER shall be processed, with or without the use of electronic equipment, only to the extent and for the time required to carry out the obligations under this contract. The data handling rights are held by ANGELANTONI TEST TECHNOLOGIES SRL. Please refer to articles 7 and ff. and Art. 13 of Leg. Decree No. 196/2003 as subsequently amended and supplemented, as regards the rights of the parties interested in data confidentiality.