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**SACMI IMOLA S.C.**  
Albo Nazionale Società Cooperative n. A129509  
Reg. Imp. BO e Codice Fiscale N. 00287010375  
P.IVA N. IT00498321207  
R.E.A. Bologna N. 8924  
"Azienda certificata: ISO 9001, ISO 14001 e OHSAS 18001"

## GENERAL CONDITIONS OF PURCHASE

### ARTICLE 1

#### SCOPE OF APPLICATION - DURATION - MODIFICATION - TERMINATION

These general conditions of purchase (the "Conditions") form an integral part of all contracts, the subject matter of which is the supply of products, meaning any good and/or service specified in the purchase orders issued by SACMI IMOLA S.C. (the "Purchaser") in favour of any supplier (the "Supplier"), including any machinery and/or partly completed machinery and/or assembly of machinery and/or equipment and/or elaborated components and/or substances and/or preparations ("Products") which the Purchaser commissions the Supplier to manufacture or carry out. Acceptance by the Supplier of each order issued by the Purchaser shall be deemed made in accordance with these Conditions, unless otherwise agreed in writing by the Parties; it is nevertheless understood that in the event of any discrepancy between these Conditions and any clauses inserted in the order, the latter shall prevail.

In any event, any general conditions of the Supplier shall not apply, even partially, unless specifically approved in writing by the Purchaser. These Conditions shall remain in effect for an indefinite period and the Purchaser reserves the right to modify them upon appropriate notice (i.e. 30 days in the first year of the supply relationship, 60 days in any possible second year and 90 days in any possible third year and thereafter), while the Supplier shall retain the right to advise the Purchaser within the same period of its unwillingness to continue the relationship upon the new conditions; it being understood that in the absence of any such written communication, the modified conditions shall be deemed accepted. It is also understood that in the case of orders made in the sphere of a continuous or periodic supply relationship, the Purchaser may withdraw from the relationship upon appropriate notice (as per the notice periods indicated above) to the Supplier sent by registered post return receipt requested. The Supplier may withdraw from the abovementioned relationship upon notice to the Purchaser sent by registered post return receipt requested, which notice shall be given sufficiently in advance so as to enable the Purchaser to locate replacement suppliers and, in any event, said notice shall be of not less than 180 days. In case of termination, the Parties shall be obliged to complete any orders made prior to termination.

### ARTICLE 2

#### EFFECTIVE DATE OF EACH CONTRACT

Unless otherwise requested in writing by the Purchaser, the Purchaser's order shall be deemed accepted if it is not expressly refused within seven days following receipt thereof. Unless the terms of this article are waived by the Purchaser (at its sole discretion and at any given time): (a) each contract for supply made between the Purchaser and the Supplier (the "Parties") shall enter into force subject to the Supplier having returned these Conditions to the Purchaser duly stamped and signed, also by way of acceptance as per Article 1341 of the Civil Code. The signatures shall be of a legal representative of or a person duly authorised by the Supplier who has the requisite powers and the Purchaser shall in any event not be obliged to carry out any check in relation thereto; and, in particular, (b) if within 20 days of the date of the Purchaser's order (unless otherwise indicated by the latter) the Supplier *has* not expressly accepted the order and these Conditions have not been received by the Purchaser duly countersigned by the Supplier as indicated above (in the event that they have not been previously signed), then the Purchaser shall be free from any obligation in relation thereto.

### ARTICLE 3

#### DOCUMENTATION

The Products which are the subject matter of the order shall be supplied complete with all technical documentation necessary for its operation and maintenance or the carrying out of legal obligations, as well as the required certificates, including the identification plate or tag. If applicable and/or if required by the contract the following documents are an integral part of the supply: the certificate of compliance / of incorporation, test sheets, all the documentation supplied with the Products and the indications set forth therein on them (including also the identifications of the panels and the software interfaces) which shall be in Italian and in the language of the country of use of the Products, the catalogue of spare parts to be supplied in the number of copies requested, wiring diagrams of the control panels with the list of component part and functional diagrams, layouts, plans and views of the Products making up the supply with the dimensions of their positioning, drawings of the foundations and loads, with specifications as regards any possible works to be undertaken by the end user, the safety files in case of substances and/or preparations, as well as any other documentation required by the applicable law with regard to the specific kind of product. If the documentation sent to the Purchaser should be found to be incomplete and in any event incorrectly, payment of the relevant invoices shall only be made after receipt of all the documentation required. The application by the Supplier of its distinctive markings on the Products and the dimensions of such markings, must be agreed upon by the Parties.

The Purchaser shall be free to affix its trademarks or logos on the Products.

### ARTICLE 4

#### CARRYING OUT OF THE SUPPLY

The supply of the Products shall be made in compliance with the instructions indicated in the order, as well as any drawings, technical and/or contractual specifications and any other documentation that is an integral part thereof. Any possible variation of the terms stipulated shall only be valid if agreed in writing and subsequently confirmed in writing.

### ARTICLE 5

#### SENDING ORDERS

The Purchaser may send its orders by using telematic means which are appropriate for such purpose.

### ARTICLE 6

#### PACKING OF MATERIALS

The Supplier shall provide adequate and appropriate packing and protection of the Products as required by the applicable law, also to ensure an orderly check of the Products and prevent damages during transportation and during the subsequent acceptance phase at the Purchaser's plant or at the agreed place of destination, if this is different. Unless duly released by the Purchaser, the Products must comply with the ISPM-15 FAO standards (where this is required by the regulations in force in the country where the place of destination of the Products is located) and/or any other specific applicable regulation concerning the packing of each Product and/or any other specifications indicated in the order.

### ARTICLE 7

#### TERMS AND PLACE OF DELIVERY

Unless otherwise expressly specified in the order, delivery shall be made at the Purchaser's plant or at the place of destination reasonably indicated by the latter and up to the time of delivery of the products the Supplier shall bear all transportation and insurance cost and any other expense or risk relating to loss or damage to the Products that are the subject matter of the order.

The delivery dates indicated in the Purchaser's order, be they expressly or tacitly accepted, are deemed strict and of the essence; without prejudice however to the Purchaser's right

to postpone the delivery dates on one or more occasion, subject to the Purchaser advising the Supplier in writing.

Further, the Supplier agrees to accept possible reductions in the quantities of the Products which are the subject matter of the order, provided that these do not exceed 25% of the order and provided that the Purchaser so requests the Supplier in writing upon reasonable notice.

The Supplier shall comply at all times with any possible requests for changes to the technical specifications relating to the order submitted in writing by the Purchaser; such changes shall not cause the prices and other terms and conditions of the supply to vary, save in cases where (a) the changes are substantial and (b) the Supplier requests a re-negotiation of the terms and conditions of the supply in writing within 7 (seven) days of receipt of the relevant request for changes by the Purchaser.

In the event of delays in delivery for reasons attributable to the Supplier, the Purchaser may request the following amounts by way of liquidated damages in respect of the delayed delivery:

- up to one week delay, no liquidated damages;
- for every additional week, 1% per week of the total price of the delivery, up to a maximum of 5%.

The Purchaser shall be entitled to terminate the contract in the event that the delay in delivery exceeds a period of 5 weeks, without prejudice to all of the Purchaser's other rights, including the right to claim compensation for any further damages suffered.

The Purchaser is expressly authorised to deduct from the amounts invoiced any possible liability in respect of which the Supplier is obliged to pay under terms of this Article.

### ARTICLE 8

#### SHIPMENT

Shipments shall be made using the most suitable means.

Any cost relating to shipments shall in any case be subject to prior agreement and charged separately (it being understood that the Supplier shall provide the Purchaser with the documentation evidencing said cost). If the name of the carrier and/or forwarding agent is indicated in the order and the Supplier does not comply with those instructions, then any possible extra cost resulting from the non-compliance with said instructions shall be charged to the Supplier. The Supplier shall be obliged to draw up a packing list indicating the nature, gross weight, net weight, dimensions and content of each supply.

Each supply shall be marked and labelled in a clearly visible way as follows :

Destination  
Purchase order no.  
Quantity  
No. of order  
SACMI product code

### ARTICLE 9

#### SAFETY AND IDENTIFICATION OF THE PRODUCTS

The Products supplied shall comply with the essential health and safety requirements provided by the specific applicable laws and regulations including, if applicable, the EC Directive 2006/42 and subsequent amendments and additions thereto. In particular, if required by the EC Directive 2006/42, subsequent amendments and additions, the Products supplied shall be accompanied by the manufacturer's EC and/or incorporation certificate, and by all the references/documents which are relevant for the purposes of the above-mentioned regulations, in addition to any user instructions provided by said regulations. If applicable, the Products shall be fitted with a plate, permanently fastened to the machine, which shall contain the information foreseen by the above mentioned law. All of the documentation supplied with the Products and the indications set forth therein (including the identifications of the controls and the software interfaces) must be in Italian and in the language of the country of use of the Products.

### ARTICLE 10

#### INVOICING - DOCUMENTS FOR PAYMENT

Invoices shall be addressed and sent in original and shall contain, in addition to the order number and supplier code assigned to the Supplier, also the indication of the recipient of the Products.

Invoices shall be issued by the Supplier with a date which is not earlier than the date of delivery to the Purchaser of the relating Products.

Invoices shall be subject to the tax treatment in effect at the time of the transaction, or in any event to any particular treatment which may possibly be requested, under the Purchaser's responsibility, in each particular order.

In the case of materials to be delivered to third parties, a copy of the Transport Document signed by the carrier shall be sent to the Purchaser as evidence of delivery. For deliveries made freight prepaid, the copy shall be the one signed by the third party recipient.

### ARTICLE 11

#### PAYMENT TERMS

Payments shall be made on the agreed due date/s or, if no such due date has been agreed nor is it prescribed by any mandatory provision of law, payments will be made by bank transfer, to the bank account indicated by the Supplier, 120 days following the end of the month in which the relevant invoice is issued. In case of non-performance by the Supplier, the Purchaser reserves the right to temporarily suspend payment of the supply which is the subject matter of the claim.

### ARTICLE 12

#### INSPECTION OF THE PRODUCTS

Checking the conditions and compliance with the specifications of the Products supplied may only be carried out by the Purchaser (directly or by means of a third party appointed for the purpose), also by sampling. Such checks shall take place according to the normal procedures of the Purchaser and may be carried out, at the Purchaser's discretion, at its premises or at the place of destination of the Products, should this be different, or in the final place of destination chosen by the Purchaser.

In case of delivery freight prepaid, the quantity and weight recognised are those measured upon arrival at the Purchaser's premises or the agreed place of destination or in the final place of destination chosen by the Purchaser.

Save any possible different mandatory provisions of the law, the Purchaser may claim in respect of any possible non-compliance or defects of the Products supplied within 60 days of the effective discovery thereof by the Purchaser.

Any possible claims in respect of non-compliance or defects shall be deemed as accepted by the Supplier if no objection is made within 15 days of receipt of the relating written communication from the Purchaser. Products which do not comply with the order and which, in the Purchaser's opinion, are not repairable, shall be returned to the Supplier at the latter's expense. In the event of refusal of the Products, all costs relating to selection, packing, storage, loading and shipment shall be borne by the Supplier; the Supplier is

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Cod. Fornitore \_\_\_\_\_



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also required to indicate the address and means to be used for the return of the Products. It is in any event understood that, unless otherwise agreed between the Supplier and the Purchaser, the latter shall be free not to carry out any inspection of the Products at such time as they are delivered/arrive at their destination, without this in any way excluding or limiting the Purchaser's rights vis-à-vis the Supplier in respect of possible defects, lack of compliance or shortages in the supply.

**ARTICLE 13  
PRODUCTION CAPACITY**

If the Products to be supplied (except those manufactured according to the Purchaser's drawings) are intended for installation in a plant (as part thereof or as a component of a machine), the Supplier guarantees that the Products, once installed and started up, will achieve the production parameters provided in the order and necessary for the proper functioning of the plant; if the system does not achieve the required production parameters due to the Products supplied, and for this reason the Purchaser has to bear greater expenses or costs (such as but not limited to liquidated damages, supply free of charge technical and/or technological services etc.), the Supplier shall naturally be responsible for such costs vis-à-vis the Purchaser.

**ARTICLE 14  
GUARANTEE OF PROPER PERFORMANCE**

In the event that the Purchaser so requests and, by way of guarantee of proper performance of the supply, the Supplier shall provide the Purchaser with a first demand guarantee issued by a primary bank acceptable to the Purchaser. This guarantee shall be delivered to the Purchaser at the time of delivery of the supply and/or any advance payment and shall be returned within 30 days following the date of the test certificate.

**ARTICLE 15  
GUARANTEE OF THE PRODUCTS**

The Supplier guarantees that it has complied with the applicable regulations in Italy and in the country (as advised by the Purchaser to the Supplier in advance) where the Products will be installed. The Supplier guarantees (without prejudice to any possible different indications set forth in the order) that the Products was designed and constructed in compliance with the existing criteria in terms of health and safety at work, the rules of good workmanship and the specifications requested:

The Supplier also guarantee that the Products comply with the characteristics and specifications agreed upon and that the materials used are free from defects including hidden defects and that the Products were manufactured in the most workmanlike manner possible and in accordance with the most modern technologies. From the date of installation/assembly or, where provided, from the date of testing at the premises of the end user, the guarantee shall run for a period of 12 months; the guarantee may not, in any case, exceed a period of 24 months running from the date of delivery of the Products to the Purchaser or to the end user, if this is a different party. During the period of the guarantee, the Supplier, at the request of the Purchaser, shall repair or replace, under its care and at its expense, all the parts of those Products, even if supplied by third parties, that are found to be unsuitable or defective, with the exclusion of parts subject to normal wear and tear. The Supplier shall bear all costs in relation to the delivery to the Purchaser's factory of the parts to be replaced and shall bear all labour costs relating to repairs and replacements. The Supplier shall repair or replace the defective parts in the shortest time possible, to be established on a case by case basis, and shall be entitled to request the Purchaser to return the parts replaced, without prejudice to the Purchaser's right to claim compensation for any further damages suffered.

It is understood that in case of ascertained defects of the Products supplied by the Supplier or in the case of lack of quality of the products, the Purchaser may refuse to pay or suspend payment of those products until such time as all defects have been eliminated, where this is possible within good time.

The foregoing does not prejudice the Purchaser's right to compensation for damages suffered and termination of the contract relating to the defective or non-complying Products in respect of which the Purchaser has not requested the repair or replacement; furthermore the foregoing is without prejudice to all of the Purchaser's rights under the terms of the law in respect of defective Products or lack of quality, including the right to terminate all contracts with the Supplier for similar products to the defective or non-complying Products, where the defects, flaws or non-compliance are of such an extent as not to permit the continuation of the business relationship on the basis of mutual trust.

**ARTICLE 16  
FORCE MAJEURE**

The obligations of the Parties under each supply contract stipulated on the basis of these Conditions shall be deemed suspended in the case of an event of force majeure. For this purpose, events of force majeure shall mean events which are unforeseeable and beyond the control of the Parties, that prevent the fulfilment of the obligations of one or both Parties, such as, for example, but without limitation: earthquakes, lightning, floods, national strike of a category of workers, lockouts, government injunction, war, riots, embargoes, etc. The party intending to avail itself of the suspension shall inform the other party of its intention to do so in writing, within 15 days of the start of the event in question and also communicate the end of said event within 15 days thereof. The party prevented from fulfilling its obligations shall provide the other with the maximum co-operation so as to reduce the damaging consequences to the latter. If, however, the event should continue for longer than six months, then the Purchaser reserves the right to terminate the contract without anything being due to the Supplier, and the Supplier shall be obliged to return any amounts which may already have been paid.

**ARTICLE 17  
CONFIDENTIALITY OBLIGATION**

The Supplier is obliged to observe the maximum confidentiality in relation to all information of a technical nature (such as, but not limited to, drawings, layouts, documentation, formulae, and correspondence) received by the Purchaser during the carrying out of the supply. None of such information may be disclosed to third parties, without the Purchaser's prior written consent. If the Supplier should be asked by third parties not authorised by the Purchaser to produce supplies according to the Purchaser's technical specifications, the Supplier shall not undertake such supplies and shall immediately provide the Purchaser with full and complete information in order to ascertain with the latter the lawfulness of the third party's order. All construction modifications which the Supplier intends to make to the Products that are the subject matter of the supply for the purposes of improving their technical and qualitative aspects must be previously agreed upon and authorised by the Purchaser.

**ARTICLE 18  
ENTIRE AGREEMENT - SEVERABILITY**

The purchase order, these Conditions and the clauses contained in the enclosures to the order and/or Conditions represent a complete agreement between the Parties and supersede any previous agreement as regards the subject matter of the supply.

If one or more provisions of these Conditions or of the individual contracts stipulated on the basis thereof shall be invalid, the Conditions and/or individual contracts shall in any event remain valid as a whole and the Parties shall replace, in good faith, any invalid or unenforceable provision with clauses having contents which are as similar or equivalent as possible.

**ARTICLE 19  
ASSIGNMENT OF CREDIT**

Assignments of credits, special mandates for collection or other forms of reassignment of payment are not allowed without the Purchaser's prior express written authorisation. Since the order is one of the documents evidencing the credit pursuant to Article 1262 of the Civil Code this clause is presumed to be known to the assignee at the time of the assignment. Therefore, it is enforceable vis-à-vis the latter in accordance with the terms of the second paragraph of Article 1260 of the Civil Code.

**ARTICLE 20  
USE OF PATENTS**

The Supplier, by signing this contract, specifically indemnifies and holds harmless the Purchaser and its clients from any claims, costs and expenses regarding any possible patents, or similar rights of third parties, that the Supplier has deemed necessary and appropriate to use in the manufacture or processing of the Products ordered or that in any case may be violated by the manufacture or processing thereof.

**ARTICLE 21  
PERFORMANCE OF ASSEMBLY AND INSTALLATION**

The Supplier shall carry out the work in a completely independent manner and in a proper and workmanlike manner and the Supplier shall ensure that the personnel entrusted to undertake the work carry an identification card and also comply with the accident prevention and safety regulations in effect or in any event imposed by the nature of the work or the premises and the applicable regulations in force (in particular, the provisions of Legislative Decree no. 81 of 9th April 2008 and subsequent amendments and additions), in addition to all of the specific rules of the department/factory which may be adopted within the workplace and equip such personnel with the requisite protective equipment.

Prior to commencing the individual works, the Supplier undertakes to make itself aware and take note of the specific hazards existing in the workplace and hereby indemnifies the Purchaser in relation to any accident at work which may befall or involve the personnel entrusted by the Supplier and equally in relation to any damage to third parties caused by said personnel. The Supplier also undertakes to provide all of the information and prepare the documents prescribed by provisions of the law for the evaluation and management of risks.

In the event that the Supplier uses the Purchaser's or third parties' equipment and systems, the Purchaser is freed and discharged from any liability for any accident that may occur. The Supplier shall be obliged to constantly supervise the progress of the works and undertakes to inform the Purchaser in writing of the name of its works manager/site manager.

**ARTICLE 22  
NO SUB-CONTRACTING**

Under no circumstances shall the Supplier entrust third parties, be it in whole or in part, with the performance of the supply without the Purchaser's prior express written authorization. Should the Supplier fail to comply with said obligation, then the Purchaser may, at its sole discretion, cancel the supply and/or demand payment of all damages and expenses.

If the Purchaser authorises the Supplier to sub-supply/sub-contract, the Supplier shall in any event remain directly responsible vis-à-vis the Purchaser for the correct performance of the work, possibly jointly responsible with the sub-supplier, also in relation to any possible damages.

It is in any event understood that the Purchaser shall be entitled to suspend performance of the supply should the Supplier not have previously submitted to the Purchaser, for its approval, the means of manufacture or processing to be used by the sub-supplier with regard to the supply.

**ARTICLE 23  
APPLICABLE LAW AND COMPETENT COURT**

Any relationship regulated by these Conditions shall be governed by Italian law, with the exclusion of the Vienna Convention of April 11, 1980 on contracts for the International sale of goods.

Any possible dispute between the Parties arising out of the application of these Conditions shall be settled exclusively by the Court of the place in which the Purchaser's registered office is located; by way of partial exception to the foregoing, the Purchaser may, at its sole discretion, bring proceedings before any court which is competent for the place where the Supplier has its registered office (or other offices or warehouses) in particular, but not by way of limitation, in order to recover its Products or claim compensation for damages. It is nevertheless understood that should the Supplier have its registered office in Italy, then, prior to bringing legal proceedings, the Parties will submit any possible dispute relating to the application of these Conditions to an attempt at conciliation at the Chamber of Commerce of the place in which the Supplier's registered office is located, in the event that such attempt at conciliation is provided by mandatory provisions of the law.

Date.....

.....THE SUPPLIER.....

In accordance with the terms of Article 1341 of the Civil Code, the Supplier specifically approves, alter having carefully reviewed them, the following Articles of this Contract: no.

- 1 (Scope of application - duration - modification - termination), 2 (Entry into force of each contract - acceptance of the order - Purchaser's right), 3 (Documentation), 7 (Terms and place of delivery - postponement - technical modifications - liquidated damages), 8 (Shipment), 9 (Safety and identification of the Products), 12 (Inspection of the Products), 13 (Production capacity - liability), 14 (Guarantee of proper performance), 15 (Guarantee of the Products - duration - refusal or suspension of payment), 16 (Force majeure), 17 (Confidentiality obligation - Purchaser's specifications), 18 (Entire agreement - partial invalidity), 19 (Assignment of credit), 20 (Use of patents), 21 (Performance of assembly and installation), 22 (No sub-contracting), 23 (Applicable law and competent court).

.....THE SUPPLIER.....