



OFFICINE LUIGI RESTA S.p.A.

GENERAL PURCHASE CONDITIONS

1. GENERAL INFORMATION

- 1.1 These general purchase conditions published on www.officineresta.it are an integral part of all purchase orders (hereinafter the 'Order') for materials, machinery or services (hereinafter the 'Products') issued by Officine Luigi Resta S.p.A. (hereinafter referred to as 'OLR').
- 1.2 The Supplier (hereinafter the 'Supplier') explicitly agrees that these general purchase conditions govern all Products' supplies to OLR. Any other general or special terms or conditions included in offers, quotations, price lists, acceptances, invoices, e-mails, forms or Order confirmations in use by the Supplier, which are in conflict with or in addition to the terms of these general conditions, shall not derogate from these general purchase conditions unless agreed in writing or waived explicitly in OLR's Order.

2. ORDERS AND ORDER CONFIRMATIONS

- 2.1 The Supplier shall send an Order confirmation to OLR within ten days from the Order's receipt. Any terms or conditions included in the Order confirmation that differ from these general purchase conditions or the OLR's Order contents shall not apply unless they are explicitly approved in writing by OLR. In the event that the Supplier does not send the Order confirmation within the aforementioned ten-day period, the Order shall be deemed to have been expressly accepted without exception.

3. SUPPLY

- 3.1 The supply shall comply with these general purchase conditions. The Products shall comply with the Order and the technical specifications referred to in the Order or the annexes to the Order: no previous agreement reached, discussed or negotiated between the parties shall apply unless expressly referred to in the Order. The Supplier undertakes not to modify the ordered Product without the prior written authorization of OLR. Nevertheless, the Supplier is obliged to inform OLR in writing about any known circumstance that may affect the characteristics of the ordered goods or any modification deemed helpful for the Product ordered if resulting from subsequent technological innovations.
- 3.2 The Supplier is not allowed to transfer or assign to third parties the Order of OLR or delegate to third parties any of the Purchase Order obligations without prior written consent from OLR.

4. DELIVERY TERMS

- 4.1 Unless otherwise agreed in writing, the Products' delivery shall be DDP following Incoterms 2020 at the facilities of OLR, Corso Europa 49 – 24020 Scanzorosciate (BG) Italy. The delivery date and all other terms regarding the Products' supply shall comply with those indicated in the Order.
- 4.2 Along with the goods included in the supply, the Supplier shall deliver to OLR all documents, certificates, declarations or certifications required by Italian and European laws and regulations or listed in the Order and the annexes or otherwise required by OLR.
- 4.3 The delivery terms stated in the Order are fixed and cannot be extended by the Supplier without the explicit authorization of OLR.
- 4.4 In case of a delivery delay of fewer than five weeks, OLR will charge a penalty equal to the amount indicated in the Order, without prejudice to the compensation of further damages. In case of delivery delays exceeding five weeks, OLR will charge a penalty equal to the value indicated in the Order, without prejudice to the possibility of compensation for further damages and without prejudice to the right to require fulfilment or termination of the supply contract.

5. INSPECTION AND REJECTION OF THE GOODS

- 5.1 OLR shall be entitled at any time to inspect the goods or the manufacturing process, and the Supplier agrees to allow OLR and the End Customer to carry out inspections. Should any examination or test by OLR be carried out at the Supplier's facilities, the Supplier undertakes to make available all required information, equipment and assistance for the safe execution of the inspections deemed necessary at the sole discretion of OLR's inspectors.
- 5.2 The completion of inspections, the receipt and use of the goods, as well as the payment of the supply by OLR, shall never be intended as tacit and implicit final acceptance of the Products and will not release the Supplier from any liability for defects and visible or hidden defects or non-conformity and will not exempt the Supplier from any warranty obligations.



- 5.3 OLR reserves the right to reject the Products' delivery in case of defects or non-conformity to the Order, to technical specifications indicated in the Order or the annexes, without prejudice to the provisions set out in article 8.

6. PRICES, INVOICING AND TERMS OF PAYMENT

- 6.1 Prices shall reflect all the Order's conditions and specifications and shall include, without limitation, the costs of providing technical documentation, manuals, certificates and permits, packaging, loading, transport, unloading at the agreed delivery location and insurance costs. Material costs, expenses for stops, demurrage and other charges due to lack of documents shall be borne entirely by the Supplier.
- 6.2 The Products' prices shall include taxes, if applicable, and duties in the country of origin, unless otherwise stated in the Order. Where applicable, the Supplier shall indicate separately in the invoice any sales tax, VAT or any other similar tax.
- 6.3 The prices are fixed and invariable and will not be subject to any change without prior written agreement. In particular, no increase shall be allowed, also in the case of increases in costs of raw materials or labour, occurred after OLR has placed the Order.
- 6.4 OLR will be entitled to interrupt the payments due to the Supplier, also regarding other contractual transactions in progress between the parties, without prejudice to OLR's right to claim damages, if the Supplier incurs in any failure or non-compliance of any of the obligations under these general conditions.
- 6.5 OLR is entitled to deduct and compensate from the amounts due to the Supplier any damages/indemnities/claims of which OLR is considered the owner.
- 6.6 The Supplier will not be entitled to transfer to third parties any claim arising from the supply governed by these general conditions without the prior written consent of OLR.

7. TRANSFER OF RIGHTS AND RISKS

- 7.1 The transfer of the Products' ownership shall occur when the contract is deemed to have been concluded following Article 2.1. If the Products have not been manufactured yet, the ownership will be transferred when the goods exist. The Supplier will bear any risk of loss or damage of the Products until the Products' delivery in the facilities designated by OLR.

8. WARRANTY

- 8.1 The performance of any test, check, and inspection, as well as the payment of the order amount, will not exempt the Supplier from the obligation to ensure that all the Products: (i) comply with the technical specifications provided by OLR; (ii) comply with all Italian and European laws, rules and regulations, (iii) are free from defects, (iv) are suitable for the use to which they are intended, and the use that OLR will make of them and that the Supplier declares to know, (v) are supplied with all information, instructions, certificates and documents, (vi) do not violate industrial or intellectual property rights of third parties. Unless otherwise agreed in writing, the warranty period will not last for a period of fewer than 36 months from delivery, while the warranty period for hidden defects will be in any case three times the warranty period specified in the Order - or, in the absence of such specification, three times the warranty period above in this paragraph - and will start from the date of discovery of the defect.
- 8.2 In the event of a defect or non-conformity of the Products, OLR will be entitled to report to the Supplier the defects identified within 30 days from their identification and, at its sole discretion, will be entitled to (a) ask for the replacement of the defective Products; (b) ask for the repair of the defective Products; (c) claim the full refund of any amount already paid; (d) cancel the entire Order or part of it; (e) obtain a proportional reduction of the price due; f) terminate the contract.

The Supplier undertakes to comply with the obligations arising from this article even if any defects or non-conformities appear or are discovered after the Products have been used, processed, transformed, incorporated into complex products or transferred to third parties.

- 8.3 Should the Supplier not proceed to eliminate defects and non-conformities within seven days from the complaint, OLR will be entitled to provide for the elimination of the fault directly or have it done, in any case, at the expense of the Supplier.
- 8.4 The Supplier shall bear all costs related to repair, replacement and transport of defective or rejected Products and shall hold OLR exempt from all costs and expenses (including, but not limited to, costs of inspection, handling, storage, rework, labour, raw materials, cost of dismantling the defective Products, transportation costs for the return of rejected Products, etc.) that OLR may incur as a result. It is understood that in case OLR has sold to third parties, used or transformed defective or non-conforming Products, the Supplier shall indemnify OLR for any costs that OLR may incur for the removal, disassembly and collection of said Products, without prejudice to OLR's right to claim greater damage.
- 8.5 The Supplier shall indemnify OLR from any claim for compensation or refunds received by its customers during or after the supply, for damages caused by the goods supplied by the Supplier or defects, faults or non-conformity of the Products sold.



9. CONFIDENTIALITY

- 9.1 The Supplier undertakes to keep secret, not to disclose and not to divulge any commercial or technical information - even if not expressly qualified as secret and confidential - of which he has become aware for the execution of the activities related to the supply and that was not in the public domain, except upon obtaining the explicit written authorization by OLR.
- 9.2 The Supplier undertakes to observe the obligation of non-disclosure set out in paragraph 9.1 also for a period of 5 (five) years after the execution of the delivery.
- 9.3 Upon completing the supply, the Supplier shall immediately terminate the use of any information acquired in connection with the supply.
- 9.4 Any document, information, specification, sample, Product, etc., provided by OLR to the Supplier for the execution of the work inherent to the supply shall be and remain the exclusive property of OLR.

10. SUSPENSION AND WITHDRAWAL

- 10.1 OLR will be entitled to immediately interrupt any supply agreed with the Supplier in case of violation by the latter of one of the conditions contained in the following articles or sub-articles: 4.4, 6.4, 8 (all clauses) and 9 (all clauses) with no compensation to the Supplier, notwithstanding, in any case, the application of the general rules on termination of the contract.
- 10.2 Unless otherwise agreed in writing between the parties, OLR will be entitled to interrupt, at any time, in whole or in part, any Order or supply agreed with the Supplier. The latter will not be allowed to claim any compensation or damages (including, but not limited to, loss of profit, loss of production, loss of earnings, etc.) by sending the Supplier a registered letter or Certified E-Mail with a 10 (ten) days' notice. In this case, the Supplier will not be entitled to claim payment of the total amount of the Order, but only an amount equal to the current value of the works performed up to the communication date.
- 10.3 OLR reserves the right to suspend all or part of the Order for a maximum of 120 days. Within this period, OLR can either terminate the Order or cancel the suspension. In this case, the Supplier shall resume operations immediately and shall be entitled, if the expected costs have objectively changed, to financial compensation, provided that such a claim is submitted within 20 days from the revocation of the suspension. The new delivery date will be the original date extended by a period equal to that during which the Order was suspended.

11.0 PLACE OF JURISDICTION

- 11.1 Any disputes concerning the interpretation or execution of these general purchase conditions and orders shall be settled exclusively by the Court of Bergamo, to the exclusion of any other alternative or competing jurisdiction. This competence or jurisdiction may not be derogated from even in the event of connection or continuity of lawsuits.
The Order governed by these general conditions, as well as these general conditions themselves, shall be governed by and construed under Italian law, with the explicit exclusion of the UN Convention on the International Sale of Goods (Vienna Convention - 11 April 1980)

12.0 SEVERABILITY

- 12.1 If any of the provisions of these General Purchase Conditions should, for any reason, be declared void, invalid or unenforceable, the remaining clauses not expressly declared void, invalid or unenforceable shall retain their validity and complete effect.