

1. GENERAL PROVISIONS**1.1. Definitions**

1.1.1. For the purposes of these general terms and conditions of purchase ("GTCP"), the terms indicated below, regardless of whether they are used in singular or plural, have the meaning which, for each of them, is specified as follows:

- a) **"Supplier"** is the entity required to provide the Buyer, as defined sub lett. b), the Product, as defined below;
- b) **"Buyer"** is Co.Metal SpA, a company based in Italy, 10132 Turin (TO), Piazza Francesco Carrara 7, who gives the Order, as defined below, to the Supplier for the purchase of the Product, as defined sub lett. f);
- c) **"Parties"** are the Supplier and the Buyer jointly referred to;
- d) **"Order"** is the request for the Product to be purchased sent by the Buyer to the Supplier;
- e) **"Order Confirmation"** is the written acceptance of the Order sent by the Supplier to the Buyer;
- f) **"Product"** is the good to be purchased, as described in the Order Confirmation and in the relevant Technical Specification, as defined below;
- g) **"Technical Specification"** is the description of the Product, i.e. all technical, construction, functional, aesthetic, quality and safety characteristics relating to the Product, which will constitute an integral part of the contractual documentation relating to the sale of the Product;
- h) **"Contract"** is the contract entered into between the Supplier and the Buyer pursuant to para. 2, in accordance of which the Supplier transfers ownership of the Product to the Buyer.

1.2. Effectiveness

- 1.2.1. These GTCP apply to the purchase of the Product by the Buyer.
- 1.2.2. These GTCP are to be considered as an integral and substantial part of each Order, Order Confirmation, Contract and all documents relating to the sale and may be derogated, in whole or in part, only by written agreement between the Parties. These are deemed to be known, negotiated and accepted by the Supplier by sending the Order Confirmation: therefore Art. 1341 and 1342 of the Italian Civil Code do not apply.
- 1.2.3. Any contractual term different from the GTCP, which are attached, referred to or added by the Supplier, will have no effect in the relationship between the Supplier and the Buyer unless they have been expressly accepted in writing by the Buyer in the Order.

2. CONTRACT**2.1. Formation and stipulation of the Contract**

- 2.1.1. The Supplier who intends to accept the Order shall give unconditional confirmation of it to the Buyer by means of Order Confirmation within the deadline indicated in the Order. The Contract will be considered entered into when the Order Confirmation is received by the Buyer.
- 2.1.2. The Order, with any attachments, sent by the Buyer to the Supplier defines and contains all conditions and contents of the Contract, including these GTCP, which form an integral part thereof. Any written or verbal condition will have no effect if not reproduced in the text of the Order or if not subsequently confirmed in writing by the Buyer.

3. DELIVERY**3.1. Incoterms**

- 3.1.1. Any reference to delivery terms (such as, for example, DDP) is to be understood as a reference to the Incoterms of the International Chamber of Commerce, in force at the time of the Order.

3.2. Product delivery methods

- 3.2.1. Delivery of the Product is agreed to occur at the place of destination indicated by the Buyer.
- 3.2.2. Marking, packaging, labelling, identification, shipping, transport and delivery of the Product must be carried out in accordance with the best state of the art and with Buyer's instructions, in full compliance with the applicable laws. Furthermore, delivery must always be preceded by the Supplier's shipping notice according to the standard required by the Buyer. The Supplier shall pay compensation for damages resulting from any delay, loss or damage due to failure in marking, packaging, labelling, identification or failure to comply with the Buyer's instructions.
- 3.2.3. The Supplier guarantees the quantitative conformity of the Product delivered, both with respect to what is agreed in the Contract and with respect to what is declared in the transport document. In the event that, upon examination of the received Product, there is evidence of quantitative non-conformity of the Product with respect to the agreed delivery schedule, the Buyer, without prejudice to the rights provided for by para. 3.3, will have at its sole discretion the following rights:
 - (i) rejecting the part of the shipment found to be excessive or, at its sole discretion, the entire shipment found to be excessive, with the right, if the Supplier does not provide for its immediate collection, to arrange for the reshipment of it at expense and risk of the Supplier, being understood that, in any case, the Buyer will not be liable to pay anything for the received surplus;
 - (ii) demanding that the Supplier immediately organizes shipment of the missing quantity, it being understood that any additional burden or expense for the urgent integration of the shortfall will be exclusively on account of the Supplier.
- 3.2.4. Even if the Buyer accepts, in whole or in part, an early delivery, payment terms will only start from the agreed delivery date.
- 3.3. **Product delivery terms**
 - 3.3.1. The terms or delivery schedules of the Product provided for under the Contract are binding and peremptory and, with respect thereof, delays or early deliveries are not authorized.
 - 3.3.2. In any case of delay in delivery not due to force majeure, the Buyer, without prejudice to its right to compensation for major damages, will have at its sole discretion the following rights:
 - (i) charging the Supplier a conventional penalty, the amount of which, unless otherwise indicated in the Order, will be equal to 1% (one percent) of the purchase price of the quantities not delivered within the agreed deadline, for each week of delay in delivery, subsequent to the first week; and/or
 - (ii) procuring from third parties of its choice, in whole or in part, the Product not delivered within the agreed deadline at the expense and risk of the Supplier; and/or
 - (iii) terminating the contractual relationship as of right in accordance with and to the effects of Art. 1456 of the Italian Civil Code if the Supplier remains in breach further to a written notice to perform sent by the Buyer to him, inviting him to deliver the Product within the next 7 (seven) days.
 - 3.3.3. In the event that the delay in delivery or the lack of conformity of the Product with the Order causes incompleteness or suspension of the Buyer's production, the latter will also have the right to charge the Supplier the fixed costs connected with such incompleteness or suspension, the costs of unused labor and/or the labor necessary for any recoveries and the increase in industrial burdens, in addition to compensation for damages or penalties that the Buyer is obliged to pay to its customer due to non-delivery caused by the Supplier's non-performance.

4. PAYMENT**4.1. Price**

- 4.1.1. The price indicated in the Order is considered accepted by the Supplier and it is therefore absolutely fixed and invariable. Unless otherwise specified in the Order, it includes packaging, delivery, transportation, customs duties and any other costs or charges incurred until delivery at the place indicated by the Buyer. Increases in the cost of raw materials, freight, exchange rates, transport, labour, taxes, duties and variations in general cannot be relied upon for the purpose of a review of the price.
- 4.2. **Terms of payment**
 - 4.2.1. The Buyer will make payment, in the manner and within the deadline established in the Order, subject to the regular receipt of the documents provided for in para. 6.1.1, duly filled in. Payment will be made by bank transfer. Unless otherwise established in the Order, payment is due at 60 (sixty) days end of month running from the invoice date.
 - 4.2.2. In any case of breach of the Supplier, the Buyer will have the right to suspend, as a precaution, payment of any sum due to the Supplier, even in relation to other orders, up to the amounts challenged by the Buyer, with no interest accruing on the withheld amounts, until the final ascertainment of the non-performance by the Supplier and subject to offsetting with Buyer' claims.
 - 4.2.3. The Supplier undertakes not to assign, in any way, the credit arising from the Contract towards the Buyer to third parties, without the prior written consent of the Buyer.

5. TRANSFER OF RISK AND TITLE

- 5.1. Whatever terms of delivery are indicated in the Contract, the risks relating to and title on the Product shall pass onto the Buyer upon delivery of the Product to the Buyer at the place of destination indicated by the Buyer.

6. COMPLIANCE AND WARRANTIES**6.1 Compliance**

- 6.1.1. Not later than at the delivery of the Product, the Supplier undertakes to provide the Buyer with clear and complete certification of the conformity of the Product with the Order, failing which the Buyer will have the right to reject the Product.

6.2 Warranty

- 6.2.1. The Supplier guarantees that the supplied Product complies with the Order and is not affected by any fault and/or defect.
- 6.2.2. In relation to non-compliance and/or faults and/or defects detected by the Buyer, the Buyer, without prejudice to any other rights, including that of compensation for more extensive damages, will have at its sole discretion the following rights:
 - (i) immediate replacement of the Product found to be non-compliant and/or faulted and/or defective at the expense and risk of the Supplier; and/or
 - (ii) rejecting or returning the Product found to be non-compliant and/or faulted and/or defective, with refund of the price, if already paid;
 - (iii) in any case, be held fully harmless by the Supplier from the resulting claims from the Buyer's customer.Should Supplier be in breach with one or more of the remedies claimed by the Buyer pursuant to paragraphs form (i) to (iii) above, the Buyer will have the right to terminate the Contract as of right pursuant to and for the effects of Art. 1456 of the Italian Civil Code by simple communication to the Supplier.
- 6.2.3. The simple taking of delivery and/or payment of the Product cannot in any case be considered as acceptance of the same by the Buyer. Product's faults and/or defects will be notified to the Supplier within 15 (fifteen) days following their discovery. Faults and/or defects detected after industrial use of the Product will be notified to the Supplier within 20 (twenty) days from written notification of the fault and/or defect reported to the Buyer by its customer.
- 6.2.4. If, in the Buyer's opinion, the percentage of the Product found to be non-compliant and/or faulted and/or defective is such to compromise the reliability of the supply, the latter reserves the right to reject the entire batch delivered by the Supplier and any stocks of previous batches, as well as to cancel any subsequent delivery programs, without prejudice to the rights provided for under para. 6.2.2.
- 6.2.5. For Product waste due to defects identifiable only after the cutting and/or transformation and/or assembly operations, the Buyer will also have the right to charge the Supplier with the costs incurred for the operations carried out to remedy the non-conformity and/or fault and/or defect of the discarded quantities.
- 6.2.6. Without prejudice to the other rights of the Buyer, in the event that third parties make claims connected with their alleged rights inherent to the Product and/or interfering with the production, performance, sale or use of the Product, the Supplier will be required to settle, promptly and directly, any matter with the third party, holding the Buyer and its assignees completely harmless and indemnified.

6.3 Goods owned by the Buyer

- 6.3.1. Any goods that the Buyer makes available to the Supplier to perform the Contract will remain at all times in property of the Buyer and, in relation to them, the Supplier will be liable for all damages, direct and indirect, suffered by the Buyer for the related loss, theft, destruction or damage.

6.4 No assignment of the Contract

- 6.4.1. The Contract cannot be assigned by the Supplier, even partially.

7. WITHDRAWAL

- 7.1. The Buyer reserves the right to withdraw from the Contract, without prior notice and with no compensation being due, should the Supplier request or be subjected to judicial liquidation, composition with creditors, or other insolvency procedure or in the event of a resolution to enter into voluntary liquidation or corporate restructuring operation, for which the written approval of the Buyer has not been requested and obtained.

8. FORCE MAJEURE

- 8.1. Should the performance of an obligation be exclusively prevented by occurrence of proven events of force majeure, the obligated Party will not be liable for failure to perform the obligation during the period in which the cause of force majeure has its impeding effects, provided that such Party has adopted all reasonable measures to limit the aforementioned effects, immediately informs the other Party, in writing, precisely, of the occurrence of the cause of force majeure, its effects and its foreseeable duration and resumes the execution of the obligation immediately as soon as the circumstance of force majeure ceases. It is expressly understood that the event of force majeure cannot be invoked by the Supplier if it occurs after the expiry of the delivery deadline and that strikes at company or local level and other disturbances of industrial relations, as well as breach of sub-suppliers never constitute a cause of force majeure.
- 8.2. If the cause of force majeure determines a delay in the delivery of the Product incompatible with the operational needs of the Buyer, the latter will have the right to withdraw from the Contract, at any time, without having to pay any compensation, subject to a notice to fulfill that the Buyer will send to the Supplier in writing, inviting him to deliver the Product within the following 7 (seven) days.
- 8.3. The Parties undertake to reach an agreement to determine the methods of performance of the Contract pending the event of force majeure. If the force majeure event lasts for more than 30 (thirty) days, the Parties may withdraw from the Contract and the Seller will reimburse the Buyer for any sums paid in relation to the same, limited to the part of the Product that may have not yet been delivered.

9. PROCESSING OF PERSONAL DATA

- 9.1. With the Order Confirmation the Supplier consents to processing of personal data, pursuant to art. 13 Regulation (EU) 2016/679 (GDPR). The processing, storage and transmission of personal data take place with the observance of all precautionary measure, which guarantees their security and confidentiality, in compliance with the provisions of the GDPR, for the sole purpose of complying with the obligations established by civil and tax laws related to the economic activity of the company including the processing of proceeds and payments arising from performance of contracts. The Buyer's privacy policy can be requested by the Supplier at the e-mail address privacy@co-metal.it.

10. APPLICABLE LAW AND FORUM

- 10.1. The Contract is subject to Italian law and exclusive jurisdiction of Italian Court.
- 10.2. For any and all disputes that may arise in relation to interpretation, validity and performance of this Contract, the Court of Turin shall have exclusive jurisdiction.