

These general conditions of purchase apply to all purchases of goods or services made by Veneta Stampi S.r.l., Veneta Stampaggi S.r.l., C.M. Stampi S.n.c. or by OMSA S.r.l. (hereinafter, each individually referred to as the "Company") from any supplier of goods or services (hereinafter, the "Supplier") and, except in cases in which they are derogated by particular conditions contained in the written order of the Company, shall prevail over any conflicting provision of the Supplier contained in its general conditions of sale, invoices or correspondence.

**1. Orders and written confirmations**

1.1. Unless otherwise agreed in writing by the parties, an order shall be deemed final and binding upon receipt by the Company, within five days from the date of the order, of the Supplier's written order confirmation via fax, e-mail or mail. Failure to transmit the order confirmation within five days will entitle the Company to cancel the order. Unless otherwise agreed in writing, any condition contained in the order confirmation that modifies, conflicts with or contradicts any of these terms and conditions, will be considered ineffective and unenforceable, unless it is expressly accepted in writing by the Company. Even after transmission of the order confirmation provided for under article 1.1 above, the Supplier agrees to accept reasonable changes requested in writing by the Company in respect of:

- 1) quantity;
- 2) date of shipment/delivery;
- 3) place of shipment/delivery;
- 4) methods of shipping and packaging.

The changes will be considered automatically accepted by the Supplier in the absence of its different written notice to the Company within five days following the variation request.

**4.1.**

For proven reasons, by way of example, strikes, picketing, fire, causes ascribable to their final customers, etc., the Company will be entitled to request a postponement and/or the suspension for a reasonable period of one or more orders in progress, without the Supplier being entitled to any indemnity or compensation. The Company's liability will also be excluded in the event of circumstances beyond the control of the Company that prevent receipt of deliveries or result in a decrease in demand of the goods or services ordered. The Company will at any time have the right to cancel the order by paying for the goods already manufactured or the services already furnished, the materials specifically supplied by the Supplier for the execution of the order, within the maximum limit of the materials necessary for the execution of the deliveries scheduled for the month following the one of cancellation.

No other type of compensation or damages will be due to the Supplier, who will be required to take all measures to minimize, as far as possible, the quantity of material chargeable to the Company.

1.2. All documentation and correspondence relating to the order such as, by way of example, letters, shipping notices, delivery notices, transport documents and invoices, must contain the data relating to the Company's order including the identification data and the V.A.T. number of the Supplier, the date of shipment/delivery, the list of goods or services ordered together with any code numbers and/or the references assigned to the supply by the Company and the quantity. In the absence of such references, such documentation and correspondence will be accordingly deemed non-existent, unless the Company decides nevertheless to continue therewith.

**2. Delivery**

2.1. The terms of delivery/supply and the programs set out in the Company's orders are mandatory. Should the Company require shorter terms of delivery/supply than those indicated in the order, the Supplier will be obliged to do its best to fulfil such orders on time.

2.2. Early deliveries/supplies will be allowed only if expressly authorized in writing by the Company and will not involve changes to the terms of payment.

2.3. The Supplier must immediately notify the Company of any cause, which may impede the punctual compliance with the terms of delivery/supply and will simultaneously be required to indicate the new scheduled term of delivery/supply. Any force majeure event will release the Supplier from liability only if timely notified to the Company and on the condition that the Supplier has taken all appropriate measures to limit the consequences thereof. The force majeure events cannot be invoked if they arose

after expiry of the terms of delivery.

2.4. In case of non-compliance with the terms of delivery, even for a part of the order, the Company will be entitled to cancel, in whole or in part, the order and/or any other pending order and request payment from the Supplier of a contractual penalty equal to 2% (two per cent) of the amount of the products or services not delivered/supplied for each week of delay, up to a maximum of 10% (ten per cent) of the total value of the order, without prejudice to compensation for consequential damages and loss of profits, including the damage caused by the production downtime and/or production shifts caused by the delay.

2.5. Unless otherwise indicated in the order, the goods must be delivered to the Company (DDP, registered office of the Company, Incoterms 2010), transport and customs duties to be borne by the Supplier.

2.6. The risks concerning the Goods will fall upon the Company at the time of their actual receipt.

**3. Prices and methods of payment**

3.1. Without prejudice for the above, the prices indicated in the order must be considered fixed and not subject to variation not even in the event that, during the supply, increases in the cost of raw materials, labour, rental, exchange rate, transport and taxes etc., occur.

3.2. Unless otherwise agreed in writing between the parties, the Company will execute the payment through bank receipt within 60 days from receipt of the invoice, which must take place upon delivery of the goods or services.

3.3. In case of defective or non-complying goods or services, the Company will be entitled to re-debit the amount in question to the Supplier, without prejudice to the right to claim for further damages.

**4. Packaging, Shipment and Documents**

The goods, which constitute the object of the Supply, must be packed in accordance with the specifications furnished by the Company and, in any case, according to the best rules in order to ensure their arrival at destination in perfect conditions for use. The goods must be packed so that the most convenient freight rates can be applied thereto. The packaging and transport costs will be charged to the Supplier.

4.2. Any damage or shortage caused by inadequate or insufficient packaging will be charged to the Supplier.

4.3. Invoices must contain the indication of the references stated under point 1.4. The goods, which constitute the object of the Supply, must be accompanied by the transportation documents, indicating the data stated under point 1.4.

4.4. If the goods object of the supply are subject to forms of testing or mandatory approval, the Supplier will furnish free of charge to the Company, simultaneously with the delivery of the goods, all original certificates and other required documents.

The Supplier will, within the same deadline, also deliver to the Company the instructions for use, information and whatever else necessary for the proper use of the goods/services.

**5. Warranty**

5.1. The Supplier guarantees the conformity of the goods/services to the Company's technical details and order, to the law in force at the time of delivery, including the rules on safety, suitability of the goods/services to the use for which they are intended, the absence of defects in materials and/or workmanship for 26 (twenty-six) months from the date of first use of the goods of the Company in which the goods/services will be incorporated or used.

5.2. Possible tolerances will be allowed only if specifically agreed between the parties. In case of non-compliance of the goods/services to the contractual specifications, faults or defects of the same, the Company will alternatively be entitled to:

- a) request the immediate elimination of the defects and/or the replacement of the defective or non-conforming goods/services at the expense of the Supplier. With the elimination of the defects and/or the replacement of the goods/services a new warranty period will begin to run under the same terms and conditions provided by this article;
- b) should the Company decide to proceed directly, as well as in the absence of immediate intervention, it will obtain full reimbursement of the costs sustained for the repair or substitution of the goods/services;
- c) in case of excess in the supply, make the

goods object of the supply in excess available to the Supplier for their collection at the latter's expense;

- d) in any case, obtain reimbursement of all expenses incurred, including the cost of travel of any technician, of defect search, warehousing, etc.;
- e) cancel the order in whole or in part, without prejudice to the right to suspend the fulfilment of other orders in progress and/or terminate this Agreement with immediate effect;
- f) obtain compensation for damages

5.3. The Company will, at any time, be entitled to verify or have its staff verify the compliance of the production processes as well as the quality of workmanship and materials used by the Supplier and the inspection procedures adopted. To this end, the Supplier must keep the documentation certifying the quality and production inspections carried out on the goods/services and on the raw materials at the disposal of the Company. The supervisory powers granted to the Company do not, however, relieve the Supplier from liability for non-compliance or non-conformity of the goods/services.

5.4. Notwithstanding the provisions of articles 1495 and 1512 of the Italian Civil Code, the Company must report to the Supplier any defect discovered in the goods/services within thirty days from their discovery, at any time after receipt of the same, even if the goods/services object of the supply have already been used or have been placed in processing or already applied to the goods of the Company and also if the invoices relating to the contested goods have already been paid, identifying where possible the defective batch and the date of delivery of the relative lot. Acceptance of the supply upon delivery does not imply waiver of the guarantee by the Company.

5.5. Notwithstanding the provisions of articles 1495 and 1512 of the Italian Civil Code, the Company must report to the Supplier any defect discovered in the goods/services within thirty days from their discovery, at any time after receipt of the same, even if the goods/services object of the supply have already been used or have been placed in processing or already applied to the goods of the Company and also if the invoices relating to the contested goods have already been paid, identifying where possible the defective batch and the date of delivery of the relative lot. Acceptance of the supply upon delivery does not imply waiver of the guarantee by the Company.

5.6. In the event in which, even after the expiry of the guarantee, the Company is summoned for civil liability (including *product liability*) or contractual liability or if it is alleged to have infringed the legal requirements (safety, pollution, etc.) as a result of the defectiveness, non-compliance or unreliability of the goods/services, the Supplier will be obliged to indemnify the Company and to pay the damages suffered by the latter.

**6. Molds, equipment, tools**

6.1. The molds, equipment, tools, semi-finished products, samples and the other materials that the Company will make available to the Supplier for the execution of the order remain the property of the Company.

6.2. Should such goods, upon request by the Company, have to be supplied directly by the Supplier, the Supplier must send by return the related transport documents in order to allow the issuance of the related documents on loan for use. Payment of such goods will commence from the date of delivery of the first production batch of goods made with them.

6.3. The Supplier will be responsible for the loss, destruction or damage of such molds, equipment, tools, semi-finished products, samples and other materials and will be required to register and mark them as the property of the Company. The same cannot be transferred outside the establishments of the Supplier, nor reproduced or copied except to the extent authorized in writing by the Company nor assigned to third parties or used for purposes other than for the execution of the orders placed by the Company.

6.4. Once the order has been executed, the Supplier must comply with the instructions provided by the Company regarding their return, destruction or storage for further supplies. In the absence of instructions, they must be returned to the Company in response to a written request of the Company.

6.5. The Supplier must insure, at its own expense, all the goods

owned by the Company against all the usual risks, including but not limited to, the risk of fire, theft, flood, natural disasters, vandalism, etc..

The Company must be indicated as the beneficiary of the Policy and the documents attesting stipulation of the insurance policy must be delivered to it.

**7. Exclusive Customizations**

The Supplier will exclusively realize for the Company the customizations of the goods/services that it will be requested. Save for the written authorization of the Company, the Supplier, therefore, undertakes to implement these customizations and technical specifications furnished by the Company solely for the production of the goods or services ordered by the Company.

**8. Assignment**

The order cannot be assigned by the Supplier to third parties, not even in part, without the prior written consent of the Company.

**9. Intellectual Property**

9.1. The drawings, models and the technical information transmitted by the Company are works protected by copyright and/or industrial and/or trade secret law and are the exclusive property of the Company or its customers and may not be used by the Supplier for purposes unrelated to the execution of orders, or disclosed to third parties.

9.2. Unless otherwise agreed in writing between the parties, the goods must be marked with the indications transmitted by the Company.

9.3. Having executed the order, the Supplier must immediately cease the exploitation of the industrial and intellectual property rights forwarded to him by the Company and deliver to the latter all working drawings, designs, data, test reports, approvals and any other information and material related thereto in its possession.

9.4. The Supplier agrees to indemnify and hold harmless the Company from any liability, costs and expenses, including legal and judicial ones due to infringement of patents and other industrial or intellectual property rights held by of third parties on the goods, unless such violation does depends on the compliance with the technical details furnished by the Company.

9.5. The Supplier acknowledges that any industrial or intellectual property right on the goods/services dependent from the Technical Details furnished by the Company, as well as any amendment or improvement to the same or to the relevant

production processes made during the execution of the order, whether patentable or not, will exclusively belong to the Company, which will become the only legitimate owner regardless of whether these have been made by the Supplier during or in the manufacture or supply of the goods/services.

**10. Termination**

Without prejudice to the possible cases of early termination provided by these conditions or by applicable law, the Company will have the right to cancel the order, in whole or in part, by written notice to the Supplier, if:

- a) the Supplier fails to perform in whole or in part its obligations and does not remedy the same, if remediable, within 15 days from the declaration of formal notice;
- b) the Supplier becomes insolvent or is declared bankrupt or subjected to insolvency procedures;
- c) there are important changes in the company structure, management and financial situation of the Supplier;
- d) the occurrence of circumstances such as to predict that the Supplier will not be able to ensure fulfillment of its commitments.

**11. Advertising initiatives**

The Supplier undertakes not to advertise its business relationship with the Company without prior written approval.

**12. Open Orders or with Approval Reserve on Samples**

12.1. The orders defined "Open Order" or "With approval reserve on samples" and, in any case, the orders subject to the approval of samples by the Company will become binding for the latter only upon receipt by the Supplier of the Company's written declaration, signed by the legal representative of the same or by a person authorized by it, containing the final acceptance of the samples and the indication of the quantity ordered.

12.2. In case of absent acceptance of the samples, no reimbursement or compensation will be due to the Supplier also with regard to the preparation of the equipment necessary for the production of the samples.

In case of non-acceptance, the samples must be considered refused after thirty days from their receipt. In no case will the Company's silence be interpreted as acceptance of the

samples.

12.3. The Company reserves the right to accept or refuse the samples at its own discretion, regardless of the suitability or not of the same.

**13. Autonomy of the Supplier**

The Supplier will act with full organizational autonomy, both of means and personnel, and without any bond of fellowship with the Company.

The Supplier undertakes not to advertise its commercial relationship with the Company.

**14. Technical Specifications and Information**

14.1. The Technical Specifications furnished by the Company are strictly reserved and confidential and cannot be used or disclosed to third parties, both during and after the execution of the order, for purposes unrelated to this Agreement.

14.2. Likewise the Supplier undertakes not to use or disclose the industrial and commercial secrets and any other information relating to the goods/services and the Company of which it will become aware.

14.3. The Supplier is bound to take all useful and necessary measures to prevent disclosure of the technical specifications and information and of the industrial and commercial secrets relating to the goods/services and the Company and, in particular, without limitation for the generality of the foregoing, may allow access thereto only to its trustworthy employees and consultants, previously bound to the same secrecy and confidentiality obligations.

14.4. Any documentation provided by the Company for the manufacture or execution of the goods/services object of the supply will remain the sole property of the latter and will be automatically subject to the same secrecy and confidentiality obligations.

14.5. Having executed the order, the Supplier must promptly return to the Company all the documentation in its possession.

**15. Final provisions**

Any relationship between the Supplier and the Company will be entertained exclusively through the Purchasing Office of the Company or by the person explicitly entrusted.

The supplies object of these General Conditions of Purchase will be governed by Italian law.

Any dispute will fall within the exclusive jurisdiction of the Italian judicial authority, Court of Venice.

Within the meaning and effect of Article 1341 of the Italian Civil Code, the Supplier specifically approves the conditions set out in paragraphs 1.1, 1.2, 1.3 and 1.4 (orders and order confirmations), 2.4 (penalties), 5.1, 5.4 and 5.5 (warranty), 9 (industrial property rights), 12 (open orders and approval reserve on samples), 15 (competent jurisdiction).