

## GENERAL PURCHASE CONDITIONS

(Valid as from January 1<sup>st</sup>, 2023)

### 1 SCOPE OF APPLICATION

- 1.1 These General Purchase Conditions (hereinafter referred to as the "**General Conditions**") shall apply to all supplies of Goods (as defined below) or the provision of Services (as defined below) carried out by Your company (hereinafter referred to as the "**Supplier**") in favour of Ravaglioli S.p.A. or another legal entity belonging to the group of Ravaglioli S.p.A. (hereinafter referred to as the "**Purchaser**"), in fulfilment of contracts, in any form whatsoever, entered into between Your company and the Purchaser, such as, for example, by contract with simultaneous signature of the Parties (as defined below) or by exchange of correspondence ("**Contract/s**") or by confirmation - either express or by conclusive facts - of purchase orders (hereinafter referred to as "**Order/s**"). These General Conditions form an integral part of each Order and Contract.
- 1.2 The Supplier waives the application of its own general and particular conditions of sale, if any, which shall, therefore, be deemed of no effect between the Parties.
- 1.3 The General Conditions may be supplemented or amended by specific provisions of Orders or Contracts, it being understood that although those latter shall prevail over the content of the General Conditions, the effectiveness of such supplements or amendments shall be limited to the specific Order or Contract.
- 1.4 Any additions, amendments and/or waivers to these General Conditions shall be valid only if expressed in writing by the Purchaser or expressly accepted in writing by the latter. The Purchaser reserves the right to amend these General Conditions by giving prior notice to the Supplier, without prejudice to the Supplier's right to notify the Purchaser in writing, within 15 (fifteen) calendar days from receipt of the new general purchase conditions, of its unwillingness to accept said general conditions. In the absence of a written objection from Supplier to Purchaser, within the time limit, the new general purchase conditions shall be considered tacitly accepted by Supplier. These General Conditions are drafted in Italian and English. Should any interpretation doubts arise, the Italian language version shall prevail.
- of more than 50 per cent. of the voting shares or quotas of such company or, in the case of any other entity, ownership of a majority of the exercisable voting rights of such entity or (ii) the power of a natural or legal person alone, or jointly with one or more persons or entities, directly or indirectly, to exercise a dominant influence over the management of the subsidiary, whether by virtue of its interest in the share capital or contractual arrangements or otherwise. The terms "Parent Company" and "Subsidiary" shall have the same corresponding meaning.
- 2.2 **Goods** means all materials, machinery, products or any movable goods that are the subject of the specific supply, as expressly indicated in the Orders or Contracts.
- 2.3 **Legal Provisions** means the international, supranational, European, national, state, provincial, regional and local provisions, ordinances, codes and regulations applicable in the various jurisdictions, including, without limitation, the laws, ordinances, codes and regulations in environment, safety and health matters.
- 2.4 **INCOTERMS** means the INCOTERMS standards in force.
- 2.5 **Background Information** means technical information and know-how, including patents, designs, models, copyrights, etc., controlled by, or owned by, one of the Parties or its Affiliates prior to the commencement of the mutual cooperation.
- 2.6 **Purchase Order** means any written order issued by the Purchaser to purchase the Products.
- 2.7 **Parties** means jointly the Purchaser and the Supplier.
- 2.8 **Warranty Period** means the warranty period stated in the Purchase Order or, if no such period is agreed upon, 24 (twenty-four) months from the delivery date or, if the Parties have reached an agreement on the acceptance modalities, from the acceptance date, whichever is later.
- 2.9 **Products** means jointly the Goods and Services that are the subject of Orders and Contracts.
- 2.10 **Intellectual Property** means any patent, copyright, trademark, trade secret, logo, design, domain, software and any other intellectual property right.
- 2.11 **Services** means the services provided by the Supplier pursuant to Orders or Contracts.
- 2.12 **Technical Specifications** means the requirements to be complied with by the Products including, without limitation, those of functionality, suitability for the intended use, form, materials and

### 2 DEFINITIONS

Unless otherwise defined in these General Conditions, the following terms shall have the meanings hereinafter assigned thereto:

- 2.1 **Affiliate** means any legal entity that, directly or indirectly, controls, is controlled by, or is under the common control of, one of the Parties. "Control" shall mean (i) in the case of a company, ownership

Legal Provisions.

### **3 FORMATION OF CONTRACTS AND ACCEPTANCE OF ORDERS**

3.1 Each Order shall be entered into in writing and is perfected upon acceptance of the Order by the Supplier. The Supplier shall express its acceptance or rejection of the Order in writing within 7 (seven) calendar days from the date the Order is sent. Upon expiry of the aforementioned time limit, the Order shall be deemed accepted and these Purchaser's general purchase conditions shall also be deemed accepted in full. The Purchaser is also entitled to cancel and/or amend the Order if it has received written acceptance within the aforementioned time limits, without prejudice to payment by the Purchaser, in the case of Orders in an advanced production state, of the mere operating costs actually borne by the Supplier in relation to the already issued Order, which must be duly and specifically documented. The Supplier shall take all necessary measures to reduce the costs due to the cancellation of the Order (including, by interrupting every Order production related activities as soon as it receives notice of cancellation from the Purchaser). The Supplier shall not be entitled to receive indemnity for those Products, components, raw materials, etc. that may be supplied to other purchasers or in fulfilment of other purchase contracts. Any indemnity claim shall be submitted under penalty of forfeiture within two (2) weeks from the cancellation date and shall specify the costs actually incurred by the Supplier due to cancellation. The Supplier shall not be entitled to any further indemnity and compensation, including for loss of profit, and other consequential damages resulting from the order being cancelled. Purchaser and Supplier may agree on modalities to set-off any amounts due on account of indemnity for costs incurred by the Supplier in relation to cancelled Orders against amounts due pursuant to further Orders. The Purchaser reserves the right to consider the Purchase Order(s) in force even if such confirmation is sent beyond the aforementioned time limit.

3.2 Prior to beginning the supply of the Good or provision of the Service, the Supplier shall report any need for deviations from the Technical Specifications. In this case, supplies and/or Services may only begin after written acceptance by the Purchaser of the variations proposed by the Supplier.

3.3 Any amendment or supplement to the Contracts and/or Orders requires written form and shall be limited to the particular case for which it is agreed.

### **4 SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES**

4.1 The Supplier shall supply the Products in accordance with the Order or the Contract and the related Technical Specifications, which shall be agreed between the Parties for each item included in the Order.

4.2 The Supplier shall use its professional diligence to achieve the cooperation objectives agreed

between the Parties and shall provide the Purchaser with the necessary information in connection with the delivery and use of the Products.

4.3 In particular, the Supplier undertakes to:

- a. scrupulously abide by all Legal and regulatory Provisions applicable to the supply of the Goods and performance of the Services which are the subject of the relevant Orders and/or Contracts;
- b. have at its disposal suitable and sufficient specialised personnel for the supply of the Goods and the performance of the Services which are the subject of the relevant Orders and/or Contracts;
- c. implement all technical, organisational and equipment arrangements provided for or prescribed by the applicable Legal Provisions on accident prevention as well as occupational safety and hygiene matters;
- d. report any changes occurred to the information provided to Purchaser regarding the ownership of its company, the Supplier's shareholding structure and its corporate organisation;
- e. guarantee that the personnel employed to fulfil Orders and Contracts (i) are, and will be, compliant with the legal provisions on remuneration, contributions, taxation, welfare and insurance matters, as well as with all applicable regulations on employment relationships (laws, regulations and C.C.N.L./collective agreements), para-subordinate or collaborative work, and (ii) shall be qualified as suitable for the work to be performed;
- f. unless otherwise provided for in the Orders and/or Contracts, prove, at the Purchaser request, that it holds all certifications required by the Legal Provisions (including declarations of compliance with ISO certification).

4.4 Should it be called upon to provide a Service at a plant, laboratory, warehouse or office of the Purchaser, the Supplier undertakes:

- a. to make their employees comply with company regulations and safety procedures;
- b. to abide by all precautions and prohibitions in force to prevent fire hazards;
- c. to take sole responsibility for claims and damages of any nature, directly or indirectly caused by its own employees and activities to the Purchaser's employees or property in general, expressly relieving and holding the Purchaser harmless from any and all liability, costs, charges or claims of third parties in this regard.

4.5 Should the Purchaser be liable towards third parties for any damage deriving from the Products (including any damage to persons or property),

due to Supplier's breach of the warranties referred to in this article, and even in case of civil liability for defective products, the Purchaser shall promptly inform the Supplier, who hereby undertakes to indemnify and hold the Purchaser harmless from any and all losses, damages, charges, costs or expenses, including legal expenses, deriving to the Purchaser from any claim or legal action by third parties. It is understood that, in the event of a dispute, the Purchaser shall in any case be entitled to sue the Supplier, which hereby further undertakes to take all necessary initiatives to protect the Purchaser in relation to the above and to take out suitable insurance against such risks.

- 4.6 The Supplier shall also be liable for any and all losses, damages, burdens or expenses, including legal expenses, possibly deriving to the Purchaser from any breach of its obligations under these General Conditions and its obligations under the applicable law, by its employees, auxiliaries, collaborators and/or subcontractors or sub-suppliers.
- 4.7 Unless otherwise agreed upon in individual Contracts or Orders, the Supplier is a non-exclusive supplier of the Purchaser.

## **5 PRICES, PAYMENTS AND TAXES**

- 5.1 The Product prices shall be those specified in the price lists included in the Order and/or Contract signed between the Parties. Unless otherwise agreed upon in writing, the prices stated in Orders and Contracts shall be fixed and not subject to any revision.
- 5.2 After final delivery as provided for by the Order and/or Contract, the Supplier shall invoice the Purchaser at the address indicated in the Purchase Order. Invoices shall be issued within 10 (ten) calendar days from the final delivery date. The Supplier's right to payment shall be waived if the invoice is not issued within the aforementioned time limit. Payment shall be made versus invoice, in accordance with the Purchase Order. Unless otherwise agreed upon in writing between the Parties, payment shall be made within the payment time limits stated in the Order and/or Contract.
- 5.3 If the Purchaser challenges one or more of the amounts set out in the invoice, the Purchaser shall pay only the undisputed amount. The Purchaser may set off any amount due from the Supplier (or any Affiliate to the Purchaser) under these General Conditions, the Purchase Agreements or any agreement in force between the Parties. Payment by the Purchaser shall not constitute a waiver of its rights.
- 5.4 The Supplier may not discontinue the performance of its activities due to non-payment by the Purchaser, if such payment has been withheld by the Purchaser due to a breach (or alleged breach) of these General Conditions by the Supplier.

## **6 DOCUMENTATION AND DRAWINGS**

- 6.1 The Supplier shall, no later than the Product delivery date, provide the information and

drawings necessary to enable the Purchaser to install, commission, operate and manage the Products without additional charge to the Purchaser. Such information and drawings shall be provided in the agreed number of copies or at least one copy for each. The Purchaser or Purchaser's customers purchasing the Products may make an appropriate number of copies.

- 6.2 The Supplier shall also deliver, on the date of the first Product delivery, the documents and certificates required by the Legal Provisions.

~~6.26.3~~ - In particular, in order to allow the Purchaser to fulfil its obligations before the customs authorities, the Supplier shall deliver at the beginning of each year the declaration for products having long-term preferential originating nature (with annual duration), duly signed with the Supplier's handwritten signature (in the case of a paper declaration) or with electronic authentication (in the case of a declaration drawn up and transmitted by electronic means) or complete with an appropriate undertaking in writing in which the Supplier assumes full responsibility for the information contained in the declaration, and undertakes to provide promptly any updates in the event of changes in the relevant conditions or changes required by Law. The Purchaser may also at any time request the Supplier to provide the declaration for products having preferential original character for individual shipments, and the Supplier shall provide such documentation to the Purchaser promptly.

## **7 VARIATIONS**

- 7.1 The Purchaser reserves the right to amend the Technical Specifications and to change the scope of the activities under the Order and/or Contract. The Supplier agrees to implement such changes promptly if requested by the Purchaser. If such changes affect the costs and time required to complete the envisaged activities, and if Supplier submits a written adjustment request within 7 (seven) calendar days after receiving notice of such change, the Parties may make an equitable adjustment and the related Order and/or Contract will be amended accordingly. Otherwise, such request shall not be necessary and the Order and/or Contract shall be deemed amended without any price adjustment. Pending agreement on the adjustment amount, the Supplier shall perform, with professional diligence, the services under the Order and/or Contract as amended.
- 7.2 In the event of a variation required as a result of an error, omission or defect ascribable to the Supplier, the Supplier shall promptly make such variation and shall bear the costs arising therefrom and shall not be entitled to any revision of the purchase price and/or initial delivery terms.
- 7.3 The Supplier may not make any change that entails a deviation from the supply technical specifications with respect to drawing, handling, packaging, shipment or place of delivery without the Purchaser's prior written approval, which shall be deemed to be granted only after approval by the competent corporate functions (respectively

Technical Department, Logistics and Production Planning) of the request for deviation from the technical specifications sent by the Supplier using the Purchaser's forms.

## **8 TRANSPORT**

- 8.1 The Supplier shall be responsible for transport, unless the Purchaser specifies special transport arrangements in the Purchase Order. The costs to transport the Products from Supplier to Purchaser shall be those resulting from the price list unless otherwise specified in the Purchase Order.

## **9 EXPORT AND IMPORT**

- 9.1 The Supplier shall obtain and maintain the necessary export licences to deliver the Products to the place of delivery agreed with the Purchaser.
- 9.2 The Supplier shall, at its own expense, inform and provide Purchaser with Product export, import or re-export related documentation as required by the Legal Provisions or as reasonably requested by Purchaser.

## **10 MARKING, PACKAGING AND LABELLING**

- 10.1 The marking, packaging, labelling and identification of Products shall be carried out by the Supplier in accordance with the instructions provided by the Purchaser in writing, in the Order, in the Contract or otherwise. In the absence of instructions from the Purchaser, Products shall be packaged in accordance with best market practice, and in any case in such a way as to ensure their easy checkability and separability during unloading, the protection of Products, as well as the safety and security of the personnel involved.
- 10.2 The Purchaser reserves the right to indicate specific Product marking, packaging, protection and labelling modalities, and the Supplier agrees to comply with such instructions. Should the Supplier fail to comply with these instructions, the Purchaser shall be entitled to return the Products in question to the Supplier, at the latter's expense, or to charge the Supplier for the costs incurred by the Supplier in unloading said Products, offsetting these costs against any sums owed to the Supplier by the Purchaser.
- 10.3 Together with the Products, the Supplier shall deliver to the Purchaser: (i) the relevant manuals, instructions for use and maintenance, where applicable, (ii) the delivery documents in compliance with the applicable regulations (such as, without limitation, transport, delivery or shipping documents, customs documents, quality or conformity certificates) as well as (iii) the additional documents previously requested by the Purchaser. Furthermore, prior to delivery of the Products, the relevant transport document (DDT), completed in all its parts, shall be sent in electronic format to the address [●]. Should the documentation provided to the Purchaser be incomplete, late or non-compliant with these General Conditions and/or the Purchaser's instructions, the latter reserves the right to have the corresponding invoices' payment times start lapsing upon receipt by the Purchaser of complete

and compliant documentation.

- 10.4 If several packages are shipped at the same time, each of them shall display a separate dispatch list and a master dispatch list must be attached to the entire shipment.
- 10.5 The cost of packaging, packaging materials and labelling shall be included in the price, unless otherwise agreed in the individual Orders and/or Contracts.

## **11 PROHIBITION OF SUBCONTRACTING**

- 11.1 Unless previously otherwise agreed upon in writing between the Parties, the Supplier is expressly prohibited from outsourcing to third parties, even in part, the manufacture of the Good(s) and/or provision of the Service(s) which are the subject of the Order or Contract.
- 11.2 The Purchaser's consent, if any, shall not release the Supplier from its responsibility to perform the services under the Order or the Contract, and the acts, defaults and negligence of its subcontractors shall be directly ascribable to the Supplier.

## **12 PASSING OF RISK AND TRANSFER OF TITLE**

- 12.1 For the purpose of ascertaining compliance with delivery periods and transfer of risk for total or partial damage or loss of the Goods, the Incoterms rules referred to in the Order or Contracts shall apply. Packaging and transport of the Goods shall be carried out with all due care to preserve them from damage.
- 12.2 Ownership of the Goods shall be deemed to be transferred to the Purchaser upon passing of risk as provided for by Incoterms 2020 for the specific agreed delivery modality. Ownership of the work carried out in performance of the Services shall be deemed to be transferred to the Purchaser upon acceptance thereof by the latter.
- 12.3 In both cases and where applicable, the Goods and/or Services (or the work, if any, which is the subject thereof) shall be deemed to be finally accepted by the Purchaser only upon successful completion of any testing procedures agreed upon in writing between the Parties.

## **13 DELIVERY AND ACCEPTANCE**

- 13.1 Delivery of Products shall not be deemed complete until such Products have been actually received and accepted by the Purchaser, regardless of delivery to the carrier. Delivery of Services shall not be deemed complete until said Services have been rendered, received and accepted.
- 13.2 The Products must be delivered on the date and at the place agreed for delivery in the Orders and/or Contracts (to be considered essential in the Purchaser's interest). The Purchaser shall have no obligation to collect the Products before this date and reserves the right to return the Goods possibly arrived before the agreed time limit at the Supplier's expense or to charge the Supplier for storage costs and financial charges relating to the early delivery period.
- 13.3 Partial deliveries are not permitted unless



approved in writing by the Purchaser. The Supplier shall be liable for any additional costs caused by partial delivery of Products.

- 13.4 Delivery of a quantity in excess of the quantity requested is not permitted, unless approved in writing by the Purchaser. The Purchaser shall not be liable for excess Products and shall have the right to store, insure and/or return them at the Supplier's expense.
- 13.5 If the Purchaser reports in writing to the Supplier a non-conformity or defect in the Products with the wording "acceptance with reservation" or other similar wording, without contextually requesting the Supplier to apply the remedies set forth in article [16.747-6](#) below, such reporting shall be understood as a reservation by the Purchaser to subsequently enforce, even after the reporting of non-conformity or defect by its own customer, all its rights pursuant to these General Conditions and the applicable Legal Provisions. Therefore, "acceptance with reservation" by the Purchaser of non-conforming or defective Products shall not entail any forfeiture for the Purchaser, nor any waiver by the same Purchaser of the Supplier's contractual warranty, nor shall it have any releasing effect for the Supplier.

#### **14 DELIVERY DELAYS**

- 14.1 The Supplier acknowledges the essential nature of the delivery deadline. The Purchaser regards prompt and reliable delivery as one of the main prerequisites of the cooperation between the Parties.
- 14.2 In the event of failed compliance with the delivery periods for the Goods and/or performance of Services established, the following penalties shall be applicable, with no need for prior notice by the Purchaser (unless otherwise agreed in the Order(s) or Contract(s)).
- 14.3 Unless otherwise specified in the Contract, penalties shall be applied at the rate of 2% of the total value of the Contract (excluding VAT) for each week (7 calendar days) or fraction thereof of delay, up to a maximum of 10% of the total value of the Order and/or Contract (excluding VAT). It is expressly agreed that the Purchaser's right to any further action to protect its rights and to compensation for any greater damage directly or indirectly caused by the delayed delivery, including, without limitation, damages for loss of production, resulting from the delay in the delivery of the Good(s) or in the completion of the Service(s), remains unaffected.

#### **15 TESTING**

- 15.1 The Parties may agree upon specific testing procedures for the Products.
- 15.2 Neither inspection and/or testing, nor failed inspection and/or testing of the Products by the Purchaser and/or its agents shall relieve the Supplier of its responsibility to supply the Products pursuant to the applicable Order and/or Contract or shall constitute acceptance by the Purchaser or its agents. The Purchaser may waive inspections

and/or testing at any stage without prejudice to its right to reject any Product at a later stage.

#### **16 QUALITY AND DEFECTS UPON DELIVERY**

- 16.1 The Supplier warrants that the Goods delivered (including their components) and Services rendered shall be free from defects and compliant with the Technical Specifications. The Supplier acknowledges the essential nature of Product quality. The Purchaser considers high quality supplies to be one of the main prerequisites of the cooperation between the Parties.
- 16.2 The Supplier in particular represents and warrants that all Products supplied to the Purchaser shall be:
- new, unused and compliant with the Technical Specifications;
  - compliant with the indications, manuals, catalogues and descriptions of Products made available to the Purchaser;
  - free from defects and faults in materials, drafting (where such service was performed by the Supplier), design (where such service was performed by the Supplier) and manufacture;
  - compliant with the technical rules applicable to Products, with Regulation (EC) 1907/2006 known as REACH, with Directive 2011/65/EC known as RoHS2 and with Regulation (EU) 2017/821 (so called conflict minerals) of the European Union, as amended, as well as with all environmental and health regulations and other applicable rules,
  - marketable and suitable for the end purpose communicated by the Purchaser or which should otherwise be reasonably known to the Supplier.
- 16.3 The above warranties shall operate for the entire Warranty Period. Supplier acknowledges that the Products are purchased by Purchaser to be used thereby in the production processes relating to Purchaser's products, aimed at being resold to the Purchaser's third party customers. The Supplier's warranty shall also operate in relation to Products already sold and delivered by Purchaser to its customers and Purchaser may enforce any non-conformity or defect of the Products supplied, reporting such non-conformities and defects in writing to Supplier by and no later than 60 (sixty) calendar days from the date on which Purchaser receives notice from its customer of the existence of the relevant non-conformity or defect.
- 16.4 Deviating or defective Products shall be returned to the Supplier and the Purchaser may request a refund or replacement with new Products, at the Supplier's expense, including the costs for the processing and materials necessary to remove defective parts (including the costs for dismantling and assembling equipment not related to the Products), handling, packaging, sorting and transport expenses. Replaced parts will be covered by a new Warranty Period as from the

replacement date.

16.5 Supplier shall provide a response to the Purchaser in case of reports of Product defects within 24 (twenty-four) hours after receiving a report of Product non-conformity in case the defects found by Purchaser have an impact on the safety of Purchaser's operators or end users of Purchaser's products, and 3 (three) business days in case the Product defect found has an impact on Purchaser's production.

16.6 Within the aforementioned time limits, the Supplier shall inform the Purchaser of what actions will be taken to remedy the defect found and shall also provide information on the plan to manage the corrective action(s) necessary to prevent the supply of products with the same defects in the future.

16.7 In case the defect is not, or cannot be, removed within the above time limits, the Purchaser:

- a. shall be entitled to a price reduction in proportion to the reduced value of the Products, or (at the Purchaser's option)
- b. may revoke the Purchase Order in writing without having to pay any indemnity or penalty;
- c. may request repair or, where not possible, replacement of the Products, at Supplier's charge and expense, within 3 (three) business days of the Purchaser's request; or
- d. may arrange directly or through third parties for the repair of the same Products, at the Supplier's expense and after having notified the latter.

16.8 If repair or replacement of non-conforming or faulty Products is not possible or does not take place within the aforementioned 3 (three) business day time limit, Supplier shall be bound to refund Purchaser, by and no later than 30 (thirty) calendar days from reporting, of the price paid by Purchaser for the non-conforming or faulty Products, increased by the charges and expenses borne by Purchaser. The Purchaser is entitled to offset the sums due by Supplier pursuant to Article 5.3 above against any credit claimed by Supplier against Purchaser, even if not certain, of fixed amount and payable. In the event of Product non-conformities or defects emerged before payment of the price, the Purchaser may refuse or suspend payment of the price of those Products until the non-conformities and defects have been removed, if this is possible in due time. This is without prejudice, in any case, to the Purchaser's right to compensation for damages suffered as well as to termination of the contract and to any other right pertaining by operation of law.

## **17 QUANTITY**

17.1 If the quantities of Goods delivered do not conform to the volumes agreed upon in the Order or Contract, the Purchaser may, at its option, by notice to be sent within 6 (six) weeks from the delivery date:

- a. accept the quantities actually delivered and make equal variations in the quantities of any subsequent deliveries;
- b. ask for the Supplier to collect the quantities in excess of those ordered, with the option to return them directly at the Supplier's expense and risk and to charge the latter for any financial charges resulting from any payment already made and storage costs if it does not do so promptly;
- c. obtain for the Supplier to immediately dispatch the quantities of goods found to be missing, charging in any case the charges and expenses resulting from the Supplier's default.

## **18 PRODUCT LIABILITY**

18.1 The Supplier shall indemnify and hold the Purchaser and its Affiliates harmless from and against any losses, liabilities, damages and expenses (including attorneys' expenses) arising from claims relating to defects in the design or manufacture of the Products, including defects in manufacturing techniques and procedures resulting in personal injury (including death) or damage to property. The Supplier shall, upon prior request by the Purchaser, assist the Purchaser in the disputes resulting from such defects in the Products and, if requested by the Purchaser, assume the dispute defence.

18.2 Should it become necessary to recall the Products or any other action to remedy a defect, and there is a considerable risk that such defect may cause personal injury (including death) or damage to property, the Purchaser shall promptly notify the Supplier thereof. In this communication, the Purchaser shall state the reasons for the recall and, unless urgent measures had to be taken, the Supplier may express its prior opinion on such recall. The Purchaser nevertheless reserves the right to make the final decision regarding recalling the Products or any other action possibly necessary. If, in compliance with the provisions of the applicable regulations, the Purchaser decides to undertake a recall or replacement campaign of its products due to defects in the Goods supplied by the Supplier, the Purchaser shall promptly notify the Supplier thereof. In this communication, the Purchaser shall state the reasons for the recall and, unless urgent measures had to be taken, the Supplier may express its prior opinion on such recall. The Purchaser nevertheless reserves the right to make the final decision regarding recalling the Products or any other action possibly necessary. In such cases, the Supplier shall indemnify the Purchaser against any action, right or claim by third parties in this regard as well as against all costs, charges and expenses necessary to implement the recall or replacement campaign (including logistical costs and those for dismantling and reassembling the Purchaser's products).

18.3 The Purchaser's rights hereunder shall be without prejudice to any other right or remedy, enforceable under the applicable Legal Provisions, for defects

or non-conformity of the Products under these General Conditions.

## **19 INTELLECTUAL PROPERTY**

- 19.1 The Supplier represents and warrants that Intellectual Property Rights are its total and exclusive property and the supply of the Products to the Purchaser by the Supplier does not infringe any third party Intellectual Property Rights.
- 19.2 The Purchaser and its direct and indirect customers are entitled to use the Supplier's Intellectual Property (or that of third parties, if incorporated in the Products) if this becomes necessary as a result of the use of the Products by the Purchaser or its customers.
- 19.3 In case an injunction order is obtained because of a breach of the representations and warranties set forth in this Article, the Supplier shall immediately, at its own expense and without prejudice to any other Purchaser's rights or remedies, (i) procure for Purchaser (and its customers) the right to use such Intellectual Property in accordance with these General Conditions and the Order and/or Contract; and (ii) replace or modify the Product part that infringes the Intellectual Property Rights in such a way that it does not infringe the Intellectual Property Rights but remains compliant with the Supplier's undertakings given in the Order and/or Contract, including the Technical Specifications.
- 19.4 The material and Intellectual Property rights relating to the Supplier's intellectual creations realised during and in connection with the fulfilment of the Order and/or Contract shall be transferred by the Supplier to the Purchaser. The Purchaser shall be entitled to use these materials and/or Intellectual Property rights without restriction and may use, develop, modify, adapt, transfer and multiply them. The Background Information shall remain the property of the Purchaser (and its customers) shall be entitled to use the Background Information relating to the Product on a non-exclusive basis.

## **20 MATERIALS ON CONSIGNMENT**

- 20.1 Materials on consignment shipped by the Purchaser to the Supplier shall remain the property of the Purchaser.
- 20.2 Such materials shall be kept separate from the rest of the materials stored on the Supplier's premises. The Supplier shall protect and secure such materials, keep them in good condition and use them only for the purposes set forth in the Order and/or Contract.
- 20.3 Any loss or damage to materials on consignment held by the Supplier shall be removed at Supplier's expense.

## **21 BUSINESS ETHICS AND MODEL 231**

- 21.1 The Supplier ensures the highest standards of business ethics and warrants to the Purchaser to comply with the provisions of Ravaglioli's Code of Ethics, available at [●]. The Supplier shall require for the same standards to be complied with by its subcontractors. The Supplier undertakes in

particular, but without limitation, not to use child labour. In the absence of national or local regulations, a child shall be defined as an individual under 15 years of age. Where local regulations identify the minor as being under 15 years of age, but still comply with the age limits established by the International Labour Organisation ("ILO"), that age limit shall apply.

- 21.2 The Supplier is bound to take all possible steps to comply with any code of ethics or similar provisions adopted by the Purchaser.

## **22 INDEMNITY**

The Supplier undertakes to indemnify and hold Ravaglioli and its representatives harmless from and against any loss, claim, cost or expense (including legal defence costs) of the latter or its representatives arising out of or in connection with any default and/or any breach of the Contract(s) and/or Order(s) or in any case in connection with the supply and/or use of the Good(s) and/or performance of the Service(s) by the Supplier.

## **23 INSURANCE**

- 23.1 The Supplier undertakes to take out and maintain, with leading insurance companies and on terms satisfactory to the Purchaser, adequate insurance policies throughout the entire period of cooperation between the Parties (and for a reasonable time thereafter, so as to cover claims relating to the Products or breach of Contracts).
- 23.2 The Supplier undertakes to provide the Purchaser with original certificates and additional coverage proving payment of premiums if requested to do so. The Supplier undertakes to provide the Purchaser with copies of insurance policies if requested to do so.
- 23.3 The Supplier agrees to take out and maintain an "all risks" policy covering any equipment received from the Purchaser.
- 23.4 The Supplier undertakes to comply with the agreed intended uses for the equipment owned by the Purchaser and also undertakes to keep it in good condition, except for deterioration caused by normal wear and tear. Such equipment shall be marked as the Purchaser's property and any damage or deterioration caused by improper or negligent use shall entail the Supplier's obligation to repair and/or restore the equipment at its own care and expense (in addition to compensation for any damage caused to the Purchaser).
- 23.5 The Supplier undertakes to return the equipment as soon as requested by the Purchaser, and in any case as soon as technically possible after completion of the processing for which such equipment is used.
- 23.6 Acceptance of the certificates by the Purchaser does not constitute acknowledgement of cover adequacy.

## **24 CONFIDENTIALITY**

- 24.1 Supplier and Purchaser shall not transmit any documents or disclose any information about

circumstances relating to the other Party or its Affiliates, subcontractors or customers obtained by the Party as a result of the cooperation between the Parties and/or between their Affiliates or as a result of prior contractual relationships between the Parties and/or between their Affiliates (the "**Confidential Information**"), without the other Party's prior written consent.

24.2 Confidential Information may only be used for the benefit of the Party that provided it, unless otherwise provided for in these General Conditions.

24.3 Information for which the Party can prove the following will not be considered confidential:

- a. that the information was in the public domain at the time of its disclosure for reasons not ascribable to that Party or its Affiliates;
- b. that, at the time of disclosure, it could lawfully dispose of such information for reasons other than merely acquiring such information from the other Party or its Affiliates;
- c. that it had received such information from a third party without the Party or its Affiliates or the third party being in breach of these General Conditions or any other confidentiality agreement or that, following its receipt, was covered by this confidentiality undertaking, or, to the knowledge of the Party or its Affiliates, such information was not covered by any other confidentiality undertaking.

24.4 Without prejudice to the provisions of this Article, the Party shall be entitled to provide such information to the extent required by law or an order or as a result of a decision or order by a governmental or judicial authority. In such case, the Party that considers itself obliged to provide such information shall disclose it to the other Party in advance (to the extent such advance disclosure is lawful). Disclosure of information shall be limited to what is necessary in the circumstances and each Party shall in any event take all necessary measures to protect the other Party's interests.

24.5 The Parties shall ensure that their employees, consultants and subcontractors who have access to such confidential information comply with the terms and conditions of this Article. Access to such information shall be permitted only when strictly necessary.

24.6 The confidentiality undertaking shall be valid for the entire collaboration period of the Parties and the Affiliates and shall be valid for two years following the termination of such collaboration. In case the Parties have entered into a separate confidentiality agreement of broader scope, the terms of such agreement shall prevail over these General Conditions.

## **25 INFORMATION SECURITY**

25.1 The Supplier undertakes to adopt all security measures necessary to avoid risks of alteration, loss, destruction, dissemination or unauthorised

use of Confidential Information. The Purchaser shall have the right to inform the Supplier, who undertakes hereby to adopt, of any conditions or security measures it deems necessary. The Purchaser reserves the right to verify at any time, directly or through third parties, the correct fulfilment by the Supplier of all obligations undertaken with this Article. In this regard, the Supplier undertakes to grant the Purchaser with direct access, or through third parties appointed thereby, to its premises in order to verify fulfilment of the obligations set forth in this Article.

## **26 INFORMATION ON THE PROCESSING OF PERSONAL DATA (ART. 13 EU REGULATION 2016/679 - GENERAL DATA PROTECTION REGULATION - "GDPR")**

In accordance with article 13 and article 14 of the UE Reg. 2016/679 as amended, we inform you that Your personal data shall be processed lawfully and correctly in accordance with current regulations. In this regard, we provide you with the following information:

**Personal Data Source** (article 14 par.2 lett. f - UE Reg. 2016/679): our company directly collect personal data from the interested party. Therefore, please do not share third parties' personal data, unless specifically authorized.

The **Data Controller** is RAVAGLIOLI SPA with registered office in Via Primo Maggio, 3 - Pontecchio Marconi (BO).

The **Data Protection Officer** is Mr. Alessandro Badiale – e-mail: [privacy.rpd@gmail.com](mailto:privacy.rpd@gmail.com)

The data collected from our suppliers are ordinary personal data and the relevant processing shall be carried out for the following purposes:

- (a) technical or commercial information request
- (b) contractual relations management

The personal data provided by you may be accessible by the company's competent personnel for managing the relationship between our company and you.

**Trasmission to foreign countries:** Your personal data may also be accessible by DOVER CORPORATION with registered office in the US, being the holder of the company. Any access will take place in compliance with the necessary measures to ensure the confidentiality and protection of your data in accordance with EU Regulation 2016/679 and subsequent amendments and additions. The purpose of this processing is related to administrative management and activity planning needs.

**Your rights:** You may request to the Data Controller, at any time, information concerning the location and processing carried out on your personal data abroad, other than obtain copy of your personal data. The requests in object shall be submitted in a manner that guarantees their effective receipts (as Certified Email (Pec), registered mail, email, etc).

You may request to the Data Processor, access,



rectification, termination, restriction or opposition to processing and portability of your data.

You may withdraw consent to the data processing carried out for specific purposes and may also bring any complaints to the appropriate supervisory authorities.

**Data storage time:** since data are collected in an electronic form, they might be stored until any technological or organizational needs require their deletion. For data processed on the basis of legal obligations, the terms provided by the applicable regulations will be respected.

**Legal basis of the processing:** In the event of an agreement's termination with the company, processing is related to the fulfilment of contractual and pre-contractual obligations as well as to applicable laws and regulations. Failure to provide the requested data or withdrawal of consent to the processing would determine the impossibility of executing or continuing the obligations referred to in the contract or requests.

**Processing methods:** Your data may be processed by paper and electronic means.

Should you wish to deny your consent to the processing of your data, for certain purposes or methods of processing (as long as they are not binding in order to execute your requests), please promptly notify the Data Controller or the Data Protection Officer.

## **27 REGISTERED TRADEMARKS AND ADVERTISING**

27.1 The Supplier may not, without the Purchaser's prior written consent, use the Purchaser's trademarks or distinctive signs, regardless of whether they have been registered or not. Under no circumstances may the Supplier, without the Purchaser's prior written consent, publicly name the Purchaser as a business partner or make any reference to the collaboration between the Parties.

## **28 INDUSTRIAL PROPERTY**

28.1 The Supplier warrants that the Goods supplied thereby, their components and accessories as well as (to the extent applicable) the works realised thereby to use the Services supplied do not involve any counterfeiting of third parties' industrial or intellectual property rights, the Supplier assuming the burden of promptly settling any claims brought by third parties alleging that their industrial or intellectual property rights have been infringed due to the possession or use, as the case may be, by the Purchaser, of the Good(s) and/or Service(s) and holding in any case the Purchaser harmless from such claims.

28.2 Unless otherwise agreed upon in writing, the Supplier waives its right to enforce against the Purchaser, its successors for any reason and also in the business unit or part thereof, its customers and its licensees (as well as against any subsequent customers and licensees of those

latter), any industrial property rights it may have in the Good(s) or Service(s). Unless expressly indicated to the Supplier prior to Orders and Contracts being perfected, the Goods shall be understood as free for export to the Country - indicated in the Order or Contract itself - where delivery is to take place.

## **29 FORCE MAJEURE**

29.1 Neither Party shall be held liable for any non-performance due to causes or events beyond its reasonable control and which are not ascribable to its fault or negligence and whose effects could not have been foreseen, avoided or overcome upon acceptance of the Order or entering into of the Contract (as the case may be). Events of force majeure shall in this respect be deemed to be wars, fires, floods, general strikes, lockouts, embargoes and public authority orders not directly or indirectly resulting from a breach by the Supplier of its obligations.

## **30 WITHDRAWAL AND TERMINATION**

30.1 The Purchaser shall have the right to withdraw from each Order(s) and/or Contract(s) by simple written notice sent with 30 (thirty) calendar days' advance notice to the Supplier. Nothing shall be due to the Supplier as a consequence of withdrawal right being exercised, except for the Supplier's right to claim its remuneration for services satisfactorily performed up to that date.

30.2 In the event of Supplier's non-fulfilment of its obligations under the Order(s) and/or Contract(s), the Purchaser may, without prejudice to the further remedies provided for in the individual Orders and/or Contracts and in the Legal Provisions, give Supplier written notice to fulfil within 30 (thirty) calendar days from receipt of the relevant formal notice, informing that, after expiry of this period in vain, the contractual relationship shall be deemed terminated.

30.3 The Purchaser shall also be entitled to immediately terminate a Purchase Order and/or Contract pursuant to Article 1456 of the Italian Civil Code if one of the following occurs on the part of the Supplier:

- a. liquidation or subjection to any insolvency proceedings;
- b. attachments, seizures or protests or subjection to interim measures;
- c. breach of confidentiality obligations;
- d. acquisition of quotas and/or interests (including minority interests) in the Supplier by a competitor of the Purchaser;
- e. non-fulfilment of the obligations not to assign Orders and Contracts and the receivables arising therefrom and not to sub-supplying and sub-subcontracting;
- f. breach of the undertakings and warranties referred to in article 4.

30.4 The Purchaser may also terminate each Order and/or Contract by written notice sent with 30

(thirty) calendar days' advance notice to the Supplier if an unforeseeable event occurs that makes the fulfilment of an Order or Contract significantly more burdensome.

30.5 In any case of termination under this Article, none of the Supplier's obligations under Article 2425 (confidentiality) shall cease, and they will survive such termination.

**31 ASSIGNMENT OF ORDERS AND CONTRACTS**

31.1 The Contract(s), Order(s) and receivables arising therefrom cannot be assigned by the Supplier, nor is it possible to issue collection mandates thereof.

31.2 The Contract(s), Order(s) and receivables arising therefrom can, instead, be assigned by the Purchaser to its Affiliates.

**32 PARTIES' INDEPENDENCE**

32.1 Supplier and Purchaser are independent contractors, and nothing in these General Conditions or any other contractual document shall be construed as either Party's desire to enter into a relationship of agency, dependency, legal representation, or participation in a joint venture with the other Party. No Party shall bind or represent that it has the authority to bind the other Party or act in its name, and no employee of either Party shall be deemed to be an employee of the other Party.

**33 TOLERANCE**

33.1 Except as otherwise expressly provided for, any waiver of a provision set out in these General Conditions, in any Order or Contract, or the failure to object to a breach of such provision, shall not constitute a waiver of rights deriving from the breached provision, nor otherwise affect the effectiveness of such provision.

**34 PARTIAL INVALIDITY**

34.1 Should any provision in these General Conditions, an Order or Contract be invalid or ineffective, the Parties undertake to negotiate in good faith such amendments to these General Conditions, the Order or the Contract as may be necessary and reasonable, so as to reach a solution that protects the Parties' substantial interests and the primary objectives intended thereby upon entering into the Contract. In the event no agreement is reached between the Parties on the amendments to these General Conditions, the Order and/or the Contract, such amendments shall be referred to the

competent Court pursuant to the clause "Applicable law and competent jurisdiction" below.

34.2 Should any provision in these General Conditions be invalid or unenforceable, or not applicable to one of the Parties in certain circumstances, the remaining General Conditions and the application of such provisions to other Parties or circumstances shall remain in effect and, for these purposes, the provisions shall be declared independent.

**35 APPLICABLE LAW AND COMPETENT JURISDICTION**

35.1 These General Conditions, every Order and/or Contract shall be governed by Italian law. In the event of an international sale, the United Nations Convention on the International Sale of Goods signed in Vienna on 11 April 1980 shall apply.

35.2 In the event of disputes, objections or litigations arising out of or in connection with these General Conditions and/or Contracts and/or Purchase Orders, the Parties shall use their best endeavours to find an amicable solution. To this end, the chief executive officers of each Party shall meet and attempt to reach an agreement within 30 calendar days of written notice by one Party to the other Party convening such meeting. Without prejudice to the foregoing, the Parties may take legal action at any time in accordance with the following provisions.

35.3 All disputes that may arise between the Parties arising out of or relating to the provisions of these General Conditions, or any other action arising out of these General Conditions, shall be deferred to the exclusive jurisdiction of the Court of Bologna. As a partial derogation to the foregoing, the Purchaser shall be entitled, at its own discretion, to take legal action before the competent court for the place where the Supplier's registered office, warehouses or other offices are located.

**PLACE AND DATE**

**PURSUANT TO AND TO THE EFFECTS OF ARTICLE 1341 OF THE ITALIAN CIVIL CODE, THE FOLLOWING CLAUSES ARE SPECIFICALLY APPROVED IN WRITING: 4, 11, 13, 14, 16, 17, 18, 22, 24, 30, 35**

**THESE CONDITIONS ARE SIGNED FOR ACCEPTANCE BY THE SUPPLIER OR ITS LEGAL REPRESENTATIVE:**

**SIGNED FOR APPROVAL AND UNCONDITIONAL ACCEPTANCE OF THE ABOVE CONDITIONS:**

**STAMP AND SIGNATURE.....**