
GENERAL PURCHASE CONDITIONS

1. General provisions

1.1 Applicability of these general conditions. These general purchase conditions (the "General Conditions") govern every offer request, every purchase order and every contract concerning the purchase of products (the "Products") whose manufacturing, processing and/or supply is in any case commissioned by GIROL SRL (VAT number 05053600960) (the "Purchaser") to each of its suppliers (the "Supplier"); Purchaser and Supplier jointly, hereinafter the "Parties". With the acceptance of the Purchaser's purchase orders, pursuant to the following article 2.1, these General Conditions are also deemed to have been fully accepted by the Supplier.

1.2 Changes to the General Conditions and the contract.

Any additions, modifications and/or derogations to these General Conditions, and/or to the contract concluded on the basis of the same General Conditions, are valid only if arranged in writing by the Buyer or expressly accepted by the Buyer in writing. The Buyer reserves the right to modify these General Conditions with 15 (fifteen) days' notice, without prejudice to the Supplier's right to communicate in writing to the Buyer, within the same period of 15 (fifteen) days from receipt of the new conditions general purchase conditions, your unavailability to accept said general conditions. In the absence of a written notification from the Supplier to the Purchaser, within the aforementioned deadline, the new general conditions of purchase are considered tacitly accepted by the Supplier. Any general conditions of sale of the Supplier, wherever reported, have no application, not even partial, if not if they have been previously approved in writing by the Buyer.

1.3 Authentic language and text.

These General Conditions are drawn up in Italian and English. In the event that interpretative doubts arise, the Italian version will prevail.

2. Purchase orders - Conclusion of the contract

2.1 Acceptance of purchase orders; finalization of purchase contracts. The Supplier produces and/or supplies the Buyer with the Products in accordance with the purchase orders (the "Order(s)"), transmitted from time to time in writing by the Buyer and accepted by the Supplier, as well as in compliance with the technical specifications, to the drawings and to any other document forming part of the Order itself and/or resulting from it, or in any case delivered by the Buyer or expressly approved by the latter, pursuant to these General Conditions. The Supplier undertakes to communicate its acceptance of each Order by sending the Buyer a copy duly stamped and signed for acceptance or, alternatively, by sending the Buyer its order confirmation. Any different communication from the Supplier, not compliant with the Order, will be considered as a counter-offer, the acceptance of which is left to the full discretion of the Buyer. The Purchaser's Order is in any case considered accepted by the Supplier, and the related contract perfected, if the Supplier does not communicate its refusal of the Order in writing to the Purchaser (also expressed through a counter-proposal), no later than the deadline 2 (two) working days from receipt of the Order.

2.2 Buyer's right to cancel Orders.

The Buyer will have the right, without any charge or expense, or without this entailing any obligation of compensation or indemnity for the Buyer, to revoke the Orders or to withdraw from the contracts perfected on the basis of the Orders themselves, in whole or in part, by written communication sent to the Supplier before the acceptance (however occurred) of the Order by the latter or, at the latest, within 10 (ten) working days following the aforementioned acceptance of the Order.

2.3 Manufacture of Products on Buyer's instructions; Exclusive.

When the Order refers to Products to be manufactured specifically for the Buyer, according to more or less detailed instructions of the Buyer himself and which differ, even if only in one or more details, from the products usually manufactured and/or marketed by the Supplier (the "Special Design Products"), it is understood that, unless otherwise agreed in writing between the Parties, the Supplier must manufacture such Products exclusively in the interest and on behalf of the Purchaser and supply them exclusively to the latter.

2.4 Buyer's right of withdrawal.

If the Order refers to standard Products of the Supplier (i.e. to Products not falling within the scope of Special Design Products), the Purchaser will have the right to withdraw, in whole or in part, from the contract concluded on the basis of said Order, giving written notice to the Supplier within 10 (ten) working days following delivery of the Products by the

Supplier. In this case, the Buyer will re-send the relevant Products no later than 10 (ten) working days following the Buyer's notice of withdrawal, it being understood that, in this case, unless otherwise agreed, the Buyer will have to return the related Products to the Supplier with transport costs and charges to be borne by the Supplier to the Supplier's warehouses, with the Purchaser expressly excluding any obligation to compensate or indemnify the Supplier on the part of the Purchaser.

3. Delivery of the Products - Liability for early or late delivery - Packaging - Documents

3.1 Delivery methods. All Products will be delivered to the Buyer in accordance with the methods, dates and quantities specified in the relevant Order, however such Order has been accepted. In the absence of expressly different written indication, delivery must take place "EXW - Ex Works" (Supplier's factory), if the Supplier has its headquarters within the European Union, or FOB - Free on Board (named port) if the Supplier has its headquarters outside the European Union, it being understood that these delivery terms and any different delivery terms agreed between the Parties, substantially coinciding with the Incoterms® CCI delivery terms, must be attributed the meaning attributed to it respectively by the latest current edition of the Incoterms® CCI published by the International Chamber of Commerce.

3.2 Delays or advances in deliveries. The delivery terms indicated by the Buyer in the Order are to be considered as mandatory and binding terms for the Supplier. Partial or split deliveries are permitted only with prior written authorization from the Buyer. Unless this is expressly requested by the Buyer, deliveries may be brought forward only on the condition that delivery of the Products occurs in the same calendar month as the agreed delivery date. The Purchaser therefore reserves the right to retransmit to the Supplier, at the latter's expense and expense, the Products delivered on a date prior to the beginning of the calendar month of the agreed delivery date (e.g. before 1 September, if the agreed delivery date is in September), these Products having to be considered as not delivered.

In any case, the early delivery of the Products will in no way entitle the Supplier to the corresponding advance of the agreed payment terms which, therefore, will in any case start from the originally agreed delivery date. If the Buyer decides, at its discretion, to accept an early delivery on a date prior to the first day of the calendar month of the agreed delivery date, the latter may charge the Supplier the storage costs arising from said early delivery, offsetting these expenses with any sums due by the Buyer, in the amount and/or at the rates that will be previously communicated in writing by the Buyer.

3.3 Liability for late delivery; penalties; compensation. The Supplier is required to inform the Buyer as soon as it becomes aware of a possible delay in the delivery of the Products, compared to the agreed delivery terms.

Without prejudice to the Buyer's right to compensation for major damages suffered and to any other remedy, in the event that the Supplier delays the delivery of the Products, with respect to the delivery terms set out in the Order, the Supplier will pay the Buyer a corresponding sum to 5% (five percent) of the fee expected for the supply of Products not promptly delivered, for each week of delay in delivery of the Products, up to a maximum of 30% (thirty percent). The Buyer will have the right to offset the sums owed by the Supplier under the foregoing title with each payment due by the Buyer to the Supplier, regardless of whether or not it is a certain, liquid and collectable credit.

The acceptance of a late delivery of the Products cannot in any way be understood as a renunciation by the Buyer, even partial, of the rights referred to in this article 3.3, with the understanding, also, that the delay in delivery of more than 2 (two) working days, with respect to the agreed delivery terms, gives the Buyer the right to revoke the relevant Order in whole or in part and/or to terminate the relevant contract for non-fulfilment pursuant to art. 1456 cc, giving written notice to the Supplier.

3.4 Quantitative tolerances. The Buyer reserves the right to retransmit to the Supplier, at the latter's costs and expenses, the Products delivered in excess of the quantities specified in the relevant Order, however such Order has been accepted. With reference only to Special Design Products, a maximum quantitative tolerance in excess of 5% (five percent) is permitted, unless otherwise agreed in writing.

3.5 Marking; packaging. Marking, packaging, labeling and identification of the Products will be carried out by the Supplier according to instructions provided by the Buyer in writing, in the Order or otherwise. In the absence of instructions from the Buyer, the Products will be packaged according to best market practice, and in any case in such a way as to ensure their easy controllability and separability during unloading, the protection of the Products, as well as safety and security. of the assigned staff; the Products will also be marked by a tag, adequately fixed to the loading unit, containing at least the following information: (i) identification of the Product, (ii) quantity of the Product contained in the loading and/or packaging unit, (iii) traceability references (usually: batch number and production date), and (iv) in the case of Special Design Products, the Buyer's product code.

Unless otherwise agreed, the Products shall be placed on pallets according to the instructions provided by the Buyer in writing in the Order or otherwise, so as to permit safe lifting and unloading.

In the event of failure by the Supplier to comply with these instructions, the Buyer will have the right 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 Buyer in unloading said Products, offsetting these costs with any sums owed to the Supplier by the Buyer.

3.6 Delivery documents; origin of the Products.

Together with the Products, the Supplier will deliver to the Purchaser: (i) the relevant manuals, use and maintenance instructions, where applicable, (ii) the delivery documents in compliance with the applicable regulations (such as, for example, transport documents, delivery or shipping, customs documents, quality or conformity certifications) as well as (iii) any additional documents previously requested by the Buyer. Furthermore, before delivery of the Products, the relevant transport document (DDT), completed in its entirety, must be sent in electronic format to the address: purchasing@girol.it

Unless otherwise agreed in writing, the Suppliers who produce and supply the Products to the Purchaser, as part of a continuous or periodic supply relationship, undertake to supply the Purchaser, no later than November 30th of year preceding delivery, a long-term declaration, on headed paper, signed by the legal representative of the Supplier, certifying the non-preferential and/or preferential origin of the Products and the relevant place(s) of production, or other documentation for this purpose deemed adequate by the Buyer on the basis of industry practices.

Suppliers who act as resellers towards the Purchaser must declare in the relevant transport document (DDT) the non-preferential and/or preferential origin of the Products and the relevant place(s) of production.

If the documentation provided to the Buyer is incomplete, late or does not comply with these General Conditions and/or with the Buyer's instructions, the payment terms of the corresponding invoices will start from the Buyer's receipt of the complete and compliant documentation.

4. Prices and payment methods

4.1 Prices. The prices indicated, from time to time, by the Buyer in each Order, however such Order has been accepted, must be considered fixed and invariable. Unless otherwise agreed, the prices must be understood as inclusive of all charges and expenses borne by the Supplier until delivery of the Products to the Purchaser at the place indicated from time to time according to the agreed Incoterms® CCI delivery term, remaining the responsibility of the Supplier including packaging costs.

4.2 Billing; Terms of payment; suspension of payments.

Invoices relating to the Products will be issued by the Supplier in accordance with the specific operating instructions communicated by the Buyer to the Supplier in writing. Without prejudice to the provisions of the previous article 3.6, the Buyer will pay the Supplier the price of the Products according to the terms and conditions of payment provided for in the relevant Order, however such Order has been accepted. It is understood that the Purchaser will have the right to suspend payments at any time, in the event of default by the Supplier or in the event that circumstances emerge from which it is reasonably likely that the Supplier will not regularly fulfill its obligations, with the understanding, however, that said suspension of payments does not entitle the Supplier to suspend the fulfillment of its contractual obligations towards the Buyer.

5. Contractual guarantee - Complaint - Remedies - Responsibilities of the Supplier

5.1 Supplier Warranty.

The Supplier guarantees the Buyer that the Products are (i) compliant with the purchase contract concluded on the basis of these General Conditions (and in particular with the drawings and agreed technical specifications), (ii) compliant with the technical standards applicable to the Products, the Regulation (EC), the Regulation (EU) of the European Union and subsequent amendments, as well as all environmental and health regulations and other regulations in force in Italy and in the place of destination of the Products, provided that this place has been made known to the Supplier before delivery, and (iii) free from any defects, including manufacturing, design and material defects. Where the Products are capable of functioning, the Supplier also guarantees the proper functioning of the Products.

5.2 Duration of the guarantee; reporting any non-conformities or defects in the Products supplied.

The warranty period will be 24 (twenty-four) months starting from the date of delivery of the Product to the Buyer. The Supplier acknowledges that the Products are purchased by the Buyer for resale to third party customers of the Buyer. The Supplier's guarantee will also apply in relation to Products already sold and delivered by the Purchaser to its customers and the Purchaser may assert any non-conformity or defect in the Products supplied, reporting such non-conformity and

defects in writing to the Supplier, no later than no later than 60 (sixty) days from the date on which the Buyer receives notice from his customer of the existence of the relevant non-conformity or defect. In the event of replacement of the Product, the warranty period for the new Product will start again from the date of delivery to the Buyer of the Product supplied in replacement of the defective Product.

5.3 Remedies; responsibility of the Supplier. In the event that the Products do not conform to the agreed upon or are affected by defects, the Buyer has the right, at its sole discretion, to (i) reject the delivery, request the collection, repair or, where not possible, replacement of the Products, at the Supplier's expense and expense, within 3 (three) working days of the relevant request from the Buyer or (ii) arrange for the repair of the Products directly or through third parties, at the Supplier's expense and after having notified the latter. If the repair or replacement of non-compliant or defective Products is not possible or does not take place within the aforementioned 3 (three) working days, the Supplier will be required to reimburse the Purchaser no later than 30 (thirty) days from the notification, the price paid by the Buyer for the non-conforming or defective Products, increased by the charges and expenses that have been borne by the Buyer, as indicated in a specific debit note to be issued by the Buyer himself. In any case, the Supplier must identify the cause(s) of the defect and take the relevant corrective actions in order to eliminate such cause(s) no later than 5 (five) working days following the date on which the Purchaser has notified Supplier of the existence of the reported non-conformities and defects.

5.4 Acceptance with reservation. If the Purchaser reports to the Supplier in writing a non-conformity or defect in the Products with the wording "acceptance with reservation" or other similar wording, without simultaneously requesting the Supplier to carry out the remedies referred to in the previous article 5.3, such report must be understood as a reserve on the part of the Buyer to subsequently assert, even following the report of non-conformity or defects by its customer, all its rights under these General Conditions and the applicable law. Therefore, the "conditional acceptance" by the Buyer of non-conforming or defective Products will not lead to any forfeiture of the Buyer, nor any waiver by the Buyer of the Supplier's contractual guarantee nor will it have any disclaiming effect for the supplier.

5.5 Other rights of the Buyer. The Buyer has the right to offset the sums owed by the Supplier pursuant to the previous article 5.3 with any credit claimed by the Supplier against the Buyer, even if not certain, liquid and payable. In the event of non-conformities or defects in the Products that emerge before payment of the price, the Buyer may refuse or suspend payment of the price of such Products until the non-conformities and defects have been eliminated, where this is possible in good time. In any case, the Buyer's right to compensation for damages suffered as well as to the termination of the contract and any other right to which it is entitled by law is reserved.

5.6 Responsibilities of the Supplier towards third parties. If the Buyer is liable towards third parties for any damage deriving from the Products (including any damage to persons or things), due to breach by the Supplier of the guarantees referred to in this article 5, and also in case of liability civil for defective product, the Buyer will promptly inform the Supplier, who hereby undertakes to indemnify and hold harmless the Buyer for any and all losses, damages, charges, costs or expenses, including legal expenses, arising to the Buyer from any possible claim or legal action by third parties. It is understood that, in the event of a dispute, the Buyer will in any case have the right to sue the Supplier, who also undertakes, from now on, to take all the initiatives necessary to protect the Buyer in relation to what precedes and to take out suitable insurance against such risks.

5.7 Responsibility of the Supplier for personnel actions. The Supplier will also be responsible for any and all losses, damages, charges or expenses, including legal expenses, which may arise for the Purchaser from any violation of the obligations set out in these General Conditions and of the obligations imposed by current legislation, by of its employees, its assistants, collaborators and/or subcontractors or sub-suppliers.

5.8 Recall campaigns, withdrawal from the market, remediation. The Supplier remains responsible, even after the expiry of the warranty period, for any charges relating to any recall campaigns, withdrawal from the market, rehabilitation (repair or replacement) of the Products, following (i) either an order from the authority (ii) or the discovery of discrepancies or defects (even after being placed on the market), and intended to verify the extent of the defective batches and repair the inconvenience, or for any other similar reasonable reason. Before any possible recall campaign, withdrawal from the market or rehabilitation of the Products, the Buyer will communicate it to the Supplier, offering the same the possibility of collaborating in said campaign and will discuss with the Supplier the most efficient management methods, unless the occurrence of particular emergencies does not allow any communication or collaboration. The Supplier will indemnify and hold the Purchaser harmless for any loss, damage, charge, cost or expense, including legal fees, arising to the Purchaser from the recall campaign.

6. Withdrawal and termination

6.1 Withdrawal. In the event of Orders placed as part of a continuous or periodic supply relationship, the Purchaser may withdraw from the contractual relationship at any time, also in relation to supplies in progress, by notifying the Supplier by registered letter A /R with at least 90 (ninety) days' notice, a term which the Supplier declares to consider appropriate in relation to the nature of its business.

6.2 Termination for non-compliance. Without prejudice to any further right of termination of the Purchaser, provided for in these General Conditions, each contract governed by these General Conditions may be terminated, in whole or in part, by the Purchaser with immediate effect by written communication to the Supplier, via registered letter with return receipt, if the Supplier defaults on its contractual or legal obligation, unless the Supplier remedies such failure no later than 15 (fifteen) days from the written notification sent by the Purchaser to that purpose, provided that the breach is susceptible to full remedy within the same term, without prejudice to compensation for damages.

7. Protection of industrial property - Confidential Information - Ownership of rights - Responsibilities of the Supplier

7.1 Protection of industrial property. The Supplier guarantees the Purchaser that the Products and the related documentation, to the extent that they do not derive directly from drawings and/or technical specifications provided to the Supplier by the Purchaser itself, do not infringe any copyright, patent or other right of industrial or intellectual property of third parties and that no action for infringement of industrial or intellectual property rights by, or in relation to, said Products and/or their documentation is pending before any judge. Without prejudice to the provisions of the following article 7.2, in the event of violation of this guarantee and, in particular, if the production and/or supply of the Products and/or their documentation is prohibited, the Supplier, at its own expense, will undertake to obtain the right to continue to produce and supply to the Buyer such Products and such documentation or to arrange for their replacement with equivalent Products and/or documentation which do not give rise to infringements, where this is possible in good time.

7.3 Confidential Information. Any document, drawing, model, project, data, technical or industrial information (whether on paper or electronic media) transmitted, delivered and/or communicated, even verbally, by the Purchaser to the Supplier or of which the Supplier has in any way come to know knowledge, before or in execution of the contract (the "Confidential Information"), will remain the exclusive property of the Buyer. The Supplier therefore undertakes to use said Confidential Information only within the limits necessary for the correct execution of the contract, not to reproduce or disclose it to third parties without the prior written consent of the Purchaser and to take appropriate precautions towards its personnel to guarantee its safety. protection. The Supplier therefore undertakes, for the entire duration of the confidentiality obligation, not to use the Confidential Information as part of its business activity, to manufacture and/or sell, directly or indirectly, products or provide services containing Confidential Information, outside of the correct execution of the contract with the Buyer; furthermore undertakes, for a period of 5 (five) years starting from the date of disclosure of the relevant Confidential Information, not to solicit or in any case accept assignments from customers of the Purchaser of which it has become aware during the execution of the contract and/or not to operate, directly or indirectly, in favor of said customers using the Confidential Information. The Confidential Information, however transmitted to the Supplier, must be returned to the Buyer as soon as it is no longer necessary for the execution of the contract, together with every document and every material provided by the Buyer for the execution of the contract or in any case owned by the latter. The Supplier must comply with these provisions even when the Purchaser transmits or communicates to the Supplier Confidential Information owned by third parties. The obligation of confidentiality and confidentiality remains in force even after the execution and termination, for any reason, of the contract, until and to the extent that (i) the Confidential Information does not become public knowledge for reasons not attributable to the Supplier, or (ii) the Buyer does not express a written waiver of their confidentiality. Buyer will have no liability arising out of or relating to any Confidential Information it discloses.

7.4 Ownership of industrial property rights. The Supplier recognizes that: (i) when, pursuant to the contract, the Supplier develops, exclusively for the Purchaser, the project, design or characteristics of the Product, on the basis of more or less detailed instructions provided by the Purchaser itself, all industrial and intellectual property rights relating to the Product itself and its designs and projects are the exclusive property of the Buyer and (ii) the consideration for these exclusive rights was taken into account in determining the price of the supply. It is understood that the Supplier may not in any way use the drawings, models or other industrial and intellectual property rights of the Buyer outside of the activities necessary for the execution of the contract governed by these General Conditions, it being understood that such activities cannot be in any way interpreted as constituting a title of property rights or license held by the Supplier.

7.5 Supplier Responsibilities. The Supplier will indemnify and hold harmless the Buyer and the latter's customers for any liability, loss, damage, charge, cost or expense of any nature, including legal fees, suffered by the Buyer and arising from any claim or legal action by third parties, in relation to the Products purchased from the Supplier and based, without limitation, on the violation of industrial and intellectual property rights of third parties as well as on the violation by the Supplier of the obligations set out in these General Conditions.

8. Goods Owned by the Buyer

All equipment, prints, technical drawings and other materials supplied by the Buyer to the Supplier or made by the Supplier in execution of the Order or which in any case have been paid for by the Buyer, are and will remain the property of the Buyer. Each good owned by the Buyer will be marked and appropriately identified by the Supplier as the property of the Buyer, and will be stored, at the Supplier's expense, securely (if possible separately from the goods owned by the Supplier) and will be kept free from any of constraints and/or claims of third parties. The Supplier shall not use, deliver or make available to third parties any goods owned by the Buyer or goods produced or manufactured using, even partially, goods owned by the Buyer, except for needs related to the execution of the Order. While in the custody or control of the Supplier, the goods owned by the Purchaser will be held at the risk of the Supplier and insured by the latter, at its own expense, for

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an amount equivalent to their value. At the request of the Buyer, or in any case once the performance covered by the Order has been exactly fulfilled, the Supplier undertakes to return the goods owned by the Buyer, in the same conditions in which they were originally received, without prejudice to reasonable deterioration and wear and tear. .

9. Prohibition on assignment of the contract and related credits; sub-contract conditions

9.1 Prohibition of transfer. Each Purchaser's Order and each contract concluded on the basis of these General Conditions cannot be transferred by the Supplier to third parties, even partially, without the prior written authorization of the Purchaser. Furthermore, the assignment of the Supplier's claims against the Buyer, specific collection orders and other payment delegation systems are not permitted without the prior written authorization of the Buyer.

9.2 Subcontracting and sub-supply conditions. In the event of subcontracting or subcontracting by the Supplier of the contractual services or individual phases of the agreed contractual services, the Supplier will remain jointly and severally liable with the subcontractor towards the Purchaser for the fulfillment of the obligations deriving from the contract of the Supplier and will have to ensure that all the obligations of the Supplier referred to in these General Conditions are included in the contract with the subcontractor.

10. Applicable law - Competent court

10.01 Applicable law. Contracts concluded on the basis of these General Conditions will be subject to Italian law. In the event of an international sale, in particular, the United Nations Convention on the International Sale of Goods signed in Vienna on 11 April 1980 will apply.

11 Jurisdiction. For any dispute arising from these General Conditions or in relation to them, the judge of the Court of Monza and Brianza will have exclusive jurisdiction. As a partial derogation from the foregoing, the Buyer will have the right, at its discretion, to take action before the competent judge for the place where the registered office, warehouses or other offices of the Supplier are located.