

## General terms and conditions of purchasing

### 1. Applicability of these General Conditions

1.1 These General Terms and Conditions (hereinafter referred to as the "General Terms and Conditions") are an integral part of all contracts for purchases in Italy and/or abroad by i) Vifra s.r.l. or ii) any other company controlled by the same subsidiary, directly or indirectly, having its registered office in Italy or abroad, which does not have its own general terms and conditions of purchase (hereinafter referred to as "Buyer"), of products (hereinafter referred to as "Products") to suppliers (hereinafter "Supplier/s").

1.2 These General Terms and Conditions are understood to be accepted by the Supplier, even if they differ from any general or particular supply conditions prepared by the Supplier. These terms shall bind the Supplier.

1.3 In the event that one or more provisions of these General Conditions is/are not considered invalid/s or unenforceable/s, this shall not affect the validity and/or applicability of the remaining provisions of these General Conditions; any provision deemed invalid or unenforceable may be replaced by new agreements valid and applicable, with content, as far as possible, equivalent to that of the provisions deemed invalid or unenforceable. These agreements will be defined in an addendum to these Conditions

### 2. Formation of contract - Acceptance of orders

2.1 Each purchase contract shall be deemed to have been concluded when the Supplier receives written confirmation from the Buyer of the order issued by the Buyer, an order which the Supplier reserves the right to accept or refuse. In the absence of written confirmation of the order by the Supplier, the contract will not be considered completed.

2.2 Any cancellations or changes to the order by the Buyer are provided for and will have effect without penalty and/ or withdrawal obligations.

2.3 Intermediaries and agents do not have the power to commit the Buyer to the Supplier, nor to enter into contracts in the name and/or on behalf of the Buyer.

### 3. Prices of Products

3.1 Unless otherwise agreed in writing by the parties, the prices indicated by the Supplier in the respective offer or, failing that, the prices quoted in the last invoice issued by the Supplier to the Buyer shall apply to each purchase order.

### 4. Transfer of ownership

4.1 Ownership of the Products shall pass to the Buyer at the time of delivery, in accordance with the agreed Incoterms CCI surrender deadline.

### 5. Delivery time - Acceptance of delivery

5.1 Delivery of the Products shall take place within the terms (or dates) of delivery expressed by the Buyer in the confirmation of the order and/or agreed at a later date.

5.2 Deliveries with a delay of more than 45 days may not be accepted by the Buyer, which reserves the right to request full reimbursement and any coverage against financial damage and image.

## 6. Payments

6.1 Payments shall be made by the Buyer under agreement indicated by the Supplier in the offer, in the order confirmation and/or invoice, from time to time, sent by the Supplier to the Buyer.

6.2 Any dispute or complaint by the Buyer for defects or deficiencies in the Products will result in suspension or delay of payments by the Buyer, which will resume as soon as the dispute has been resolved by the Supplier.

## 7. Contractual guarantee

7.1 The Supplier reserves the right to examine the Products in advance to verify that the defect exists and is attributable to its own responsibility; in this case, the Supplier undertakes, to repair or replace the Products that the Supplier recognizes as defective or, in the event that this is not possible, to return, in whole or in part, the price that has already been paid by the Buyer and any refund for material lost.

7.2 In the event of repair or replacement of the Products, the Buyer shall receive the repaired or replaced Product at the Supplier's expense (including transport costs).

7.3 This warranty is exclusive and in lieu of any other written, oral or implied warranty to which, by acceptance

## 8. Know-how and confidential information

8.1 The Purchaser's know-how and other confidential information belong exclusively to the Purchaser (even if the Purchaser itself disposes of them because they are supplied to him by third parties) and are made available to the Supplier on a strictly confidential basis only for the purposes of the sales contract concluded under these General Conditions.

## 9. Processing of Personal Data

9.1 Where the Supplier has its registered office in a European Union country, the legal provisions regarding the protection of personal data will apply.

## 10. Applicable law - Place of jurisdiction - Language

10.1 These General Conditions and the supply contracts to which the Supplier is a party are in all their parts, regulated by Italian law and, in particular, in the case of contracts for the international sale of movable properties as defined by art. Article 1 of the 1980 Vienna Convention, if not derogated in writing by the parties.

10.2 The Court of Novara, Italy, will have exclusive jurisdiction for all disputes arising from and/or relating to these General Conditions by the Supplier. The Buyer may, however, sue the Supplier before any court having jurisdiction over the Buyer.

10.3 These General Terms and Conditions of Supply are written in Italian and English. In case interpretative doubts arise, the Italian version will prevail.

Invorio, 1<sup>st</sup> September 2020

VIFRA SRL  
CEO  
VICARI MARINO