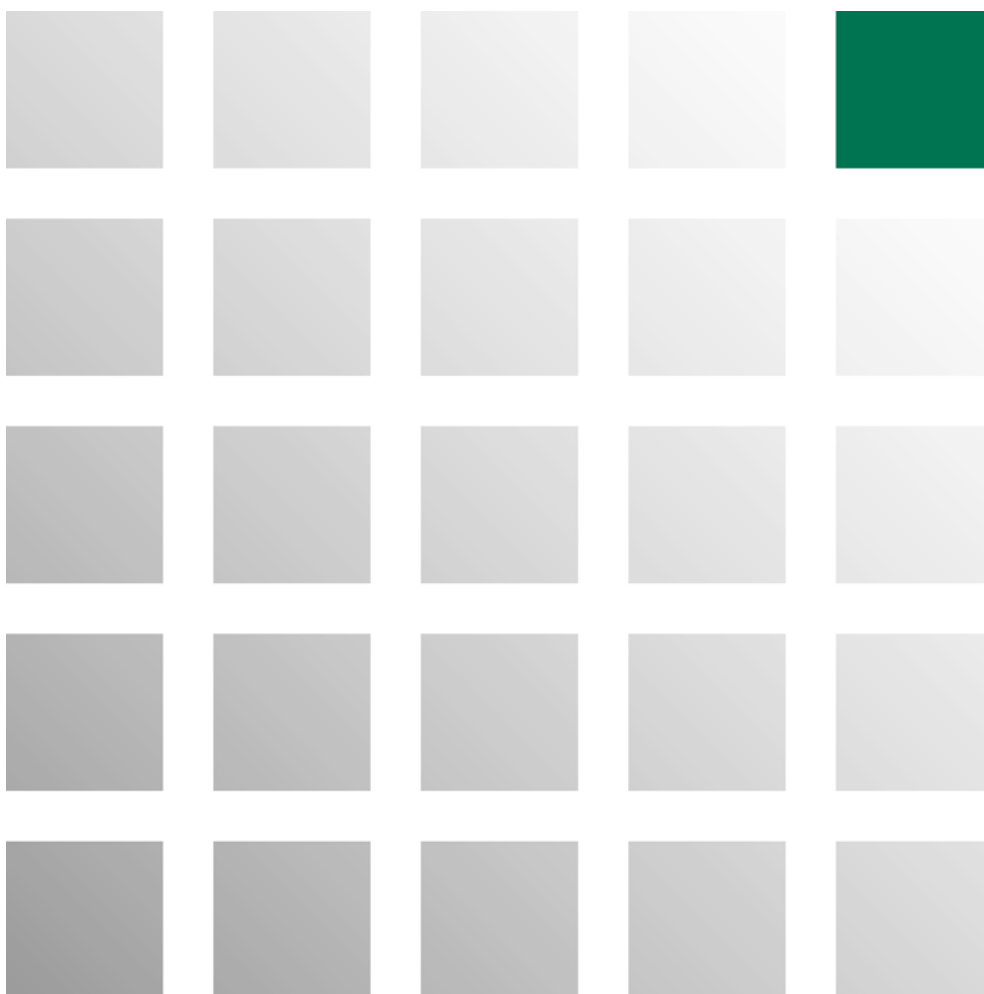


GENERAL CONDITIONS OF PURCHASE CALEFFI SpA



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1. SUBJECT AND FIELD OF APPLICATION

- 1.1. These *General Conditions of Purchase* (hereinafter "GCP") are an integral and substantial part of every purchase order (hereinafter the "Order") for materials, machinery, goods, works and services of any kind (hereinafter the "Goods"), formulated by CALEFFI SpA to the supplier of the Goods (hereinafter the "Supplier").
- 1.2. On acceptance of CALEFFI's Order, the Supplier expressly waives his own conditions of sale and/or general conditions, if applicable, and accepts the terms and conditions laid down in the GCP. Any modification or addition, or any sales condition and/or general condition of the Supplier which may wholly or partially deviate from the GCP will be valid only where specifically agreed in writing with CALEFFI. In all other cases exclusively these GCP shall prevail between the Parties.
- 1.3. These GCP apply to all Orders and all supplies of Goods performed or to be performed until such time as a new version of the GCP is issued.

2. ORDERS

- 2.1. The Order and any modifications and/or integrations thereto, complete of all elements - including the identification number and/or code, description of the goods, works or services supplied, any technical specifications, any testing or inspection procedures that apply to the works or services, the price of the Goods and payment of the works and services, the performance schedule applied to the works or services - shall be drawn up and confirmed in writing, by e-mail or fax or other telematic means appropriate to demonstrating the existence, contents and provenance.
- 2.2. The Order is deemed to be final, valid, effective and binding in all elements and clauses at the time of receipt by CALEFFI of the Supplier's order confirmation (hereinafter "OC"). The OC must reach CALEFFI in writing, by e-mail or fax, within 3 (three) working days of receipt of the Order, without prejudice to the right of CALEFFI at its sole discretion to consider effective any OC received later than the said term, with explicit declaration. In the event of the delivery terms laid down in the Order not being confirmed, it is understood that the Order is considered final only in the event of the explicit declaration of acceptance by CALEFFI, by default of which the Order shall not be considered final. The lack of OC shall be deemed to be an express acceptance by the Supplier of the GCP and the conditions laid down in the Order, with the tacit waiver by the Supplier of his own conditions of sale, in this case without prejudice to the right of CALEFFI to refuse any late performance or to cancel the Order. It is furthermore understood that the knowledge and express acceptance of the GCP shall not under any circumstances be interpreted by the Supplier as the proof of a hypothetical pre-contractual negotiation or a reliance or a mere expectation of the Supplier abstractly concerning a possible obligation by CALEFFI to send orders or commissions or appointments to the Supplier other than those agreed in the Order confirmed in writing by CALEFFI, in line with the provisions of article 2 of these GCP.
- 2.3. CALEFFI has the right to modify, suspend, revoke and/or cancel an Order, at any time, should it at its sole discretion consider that the guarantees and suitability of the Supplier to regularly

execute the Order are lacking, or again at its sole discretion, it considers that the Supplier is in a situation of crisis or economic difficulty and that its equity and financial conditions render uncertain the regular execution of the supply and the suitability of the Supplier to provide the relative guarantees, independently of the provisions of point 2.2 above and again if executive procedures have been brought against the Supplier or he is involved in insolvency proceedings other than bankruptcy.

3. PRICES, INVOICING AND PAYMENTS

- 3.1. The price of the supply of Goods is the price indicated in the Order or that which can be calculated by any formulas laid down in the Order or agreed in writing between the Parties.
- 3.2. The price of the Goods to be supplied under the Order is deemed to be fixed, invariable and not subject to any rectification due to variations in the cost of materials, labor and/or exchange rates, from the date of the Order until its full completion, termination or cancellation. The Supplier expressly waives the application of the provisions laid down in articles 1467 and/or 1664 of the Italian Civil Code.
- 3.3. Unless otherwise agreed, the price of the Goods order is deemed to be:
 - 3.3.1. Inclusive of standard packaging and all costs, risks and profits connected to the execution of the Order, including the costs of testing and commissioning, in the case of works or services; no additional amounts of any kind shall be permitted unless previously agreed in writing with CALEFFI and laid down in the Order.
 - 3.3.2. Delivered DAP ("Delivered At Place" – customs cleared at the place of destination, INCOTERMS 2010 and amendments), at the place of delivery of the Goods laid down in the Order, with the Supplier assuming all risks and costs of transportation as well as insurance costs, with the obligation of the Supplier to provide CALEFFI with all information required to assure that the delivery of the Goods takes place as rapidly and efficiently as possible.
- 3.4. Unless otherwise agreed between the Parties and/or indicated in writing in the Order, the payment shall be made, at the discretion of CALEFFI:
 - 3.4.1. by Bank Order at 120 (one hundred and twenty) days from the end of the month of delivery, payable on the 10th day of the following month. Payment is subordinate to CALEFFI's control of the invoice.
 - 3.4.2. by Bank Transfer at 120 (one hundred and twenty) days from the end of the month of delivery. Payment is subordinate to CALEFFI's control of the invoice.
- 3.5. The payment terms are always indicated in the Order and under no circumstance are other amounts, including interest, to be paid unless otherwise agreed in advance, even where laid down in the Supplier's conditions of sale.

- 3.6. The Supplier's invoice shall indicate not only the statutory information but also information concerning the Order in order to permit the identification and control of the supplies. In particular, the invoice shall include:
- 3.6.1. Reference to the Order number indicated by CALEFFI;
 - 3.6.2. Reference to the Transport Document;
 - 3.6.3. Quantity, type of Goods with any codes, and price.
- 3.7. The invoices shall be sent to the headquarters of CALEFFI, preferably in digital format, to the e-mail address "public@caleffi.it" or other address indicated by CALEFFI.
- 3.8. The supply of the Goods shall not include any additional or extra costs (bank charges, cashing charges, etc.), without the specific written acceptance of CALEFFI; therefore, any additional or extra costs that may be applied will be deducted from the price or payment.
- 3.9. It is understood that CALEFFI reserves the right to compensate the amounts agreed with the Supplier for the price or payment of the Goods with any other amounts that may be due to CALEFFI, including amounts for the repayment of damages and/or reimbursements, also for legal costs following breaches or delays by the Supplier.

4. DELIVERY AND PACKAGING

- 4.1. The delivery of Goods to the CALEFFI site shall take place on working days between 08.00/12.00 – 13.00/17.00 hrs.
- 4.2. CALEFFI reserves the right to refuse any supplies which do not comply with the terms laid down in point 4.1 above.
- 4.3. The date, place and terms of delivery indicated in the Order are binding for the Supplier. Acceptance of the Order by the Supplier constitutes a binding commitment to comply with the delivery terms and dates laid down therein. The acceptance of delivery terms and conditions that deviate from those laid down in the Order is subject to the prior written agreement of CALEFFI.
- 4.4. The Supplier shall immediately inform CALEFFI if he envisages difficulties that could hinder his ability to deliver the Goods promptly in the required quantities. Without prejudice to the "DAP" conditions (Incoterms 2010) laid down in point 3.3.2 above, and expressly derogating from the provisions of the second paragraph of art. 1510 of the Italian Civil Code, it is understood and underlined that the Supplier shall not be released of his delivery obligations on handing over the Goods to the carrier or shipping company.
- 4.5. In the event of delayed delivery of the supplies compared to the delivery date indicated in the order, the Supplier shall promptly notify CALEFFI in writing, specifying the reasons for the delay and indicating the remedies put in place to avoid it or reduce its impact, with the obligation of the Supplier to comply with any instructions issued by CALEFFI to prevent or reduce any stoppages

in its regular production activities, without prejudice to the fact that such communication by the Supplier and subsequent instructions issued by CALEFFI shall not exonerate or reduce the responsibility of the Supplier nor shall they be considered as any form of tolerance or acquiescence concerning the Supplier's prompt fulfillment of the Order and without prejudice to the right of CALEFFI to cancel the Order, as laid down in point 4.8.2 below. The Supplier shall therefore be held responsible for all causes of damage consequent to such delay and CALEFFI has the right to demand from the Supplier, who undertakes to pay, a penalty, without prejudice to greater damage, calculated at 1.00% (one percent) of the total amount of the Order for each week of delay (or portion thereof), up to a maximum of 10.00% (ten percent) of the total amount of the Order, whatever the extent and/or type of Goods undelivered, including the relative documentation and certification indicated in the Order.

- 4.6. The Transport Document (hereinafter "TD") concerning the goods shall in addition to any statutory information also indicate the Order number and the CALEFFI *Reference* to which it refers; if this is not the case, CALEFFI reserves the right to not accept the delivery of the Goods and/or to cancel the Order.
- 4.7. The Goods must be accompanied, on the outside of the relative packaging, or delivered by hand to the CALEFFI receiving staff, by the TD and all documentation required by the applicable goods transport and shipment and road safety laws (cf. Italian legislative decree d. lgs. no. 286/2005 and amendments), so that unpacking is not required. It is understood that the Supplier shall hold CALEFFI harmless of all liability, sanctions or costs consequent to the breach of such regulations, in particular concerning road safety.
- 4.8. Without prejudice to the above, CALEFFI reserves the right to reject the Goods, refuse the Supplies and/or cancel the Order in the following cases:
 - 4.8.1. Partial deliveries, excess deliveries or deliveries that do not conform to the Order and/or the TD or sub-standard performance of the works or services indicated in the Order;
 - 4.8.2. Breach of the delivery terms (early or late deliveries);
 - 4.8.3. Breach of the provisions laid down in points 4.1, 4.7 and 4.11.
- 4.9. If the quantity of Goods delivered by the Supplier is partial compared to that agreed in the Order, the Supplier undertakes to supply the missing quantities at his own expense and in the agreed terms.
- 4.10. If the quantity of Goods delivered by the Supplier is in excess of that agreed in the Order, CALEFFI reserves the right to request the Supplier to collect the excess amounts at his own expense.
- 4.11. CALEFFI shall in no way be responsible for Goods sent by mistake, not indicated in the Order or in any case not conforming thereto, even where delivered to and/or stored at the CALEFFI warehouses; the Supplier shall therefore undertake to collect them at his own expense, in compliance with the instructions issued by CALEFFI.

- 4.12. With the supply of the Goods, the Supplier shall deliver to CALEFFI all the documentation required and appropriate for its correct use (for example, instruction and operating manuals, installation and assembly documents, warranty certificates, safety data sheets, etc.), as specified in the Order.
- 4.13. The Supplier shall deliver the Goods in packaging that is suited to their characteristics and transport and storage methods, to guarantee that they are delivered fully intact, with no foreign bodies or objects on and/or in the package that may be even potentially hazardous for CALEFFI, its employees or appointed staff or for the packaging of the Goods. The packaging shall be suitably marked and labeled; if this is not the case CALEFFI may refuse the delivery. In the event that special packaging is requested from the Supplier, this shall comply with all the relative instructions issued by CALEFFI.
- 4.14. The costs of any damage and/or losses which may derive, in CALEFFI's opinion, from unsuitable or insufficient packaging, as well as the costs for replacing any damaged or missing packaging, shall be for the Supplier's account, even where the delivered Goods are accepted. Without prejudice to the provisions of point 3.3.2 and the "DDP" delivery conditions under Incoterms 2010, the Goods and relative delivery shall remain at the risk of the Supplier until the time of acceptance by CALEFFI.
- 4.15. The Supplier shall be held exclusively liable for any damage to the Goods and any extra costs due to incorrect or unsuitable packaging, numbering or labeling.
- 4.16. In the case of works or services contracts, delivery shall be performed in the manner indicated in the Order. Unless otherwise instructed or agreed, the place of performance of the work and/or service is the factory indicated in the Order. Date of execution of the works or services is deemed to be that indicated in the Order, which shall be binding and essential; postponed and/or early execution shall be permitted exclusively when agreed with and confirmed in writing by CALEFFI. Upon expiry of the date of execution, the Supplier shall automatically be deemed to be in breach.

5. CONTROL AND ACCEPTANCE

- 5.1. The acceptance of the Goods is subject and subordinate to inspection and/or control by CALEFFI in order to verify the absence of faults or defects, the completeness and correctness of the supply and the conformity to drawings and technical specifications, if received by CALEFFI, or to samples, if jointly examined and conserved by CALEFFI. Unless otherwise proven, for the purposes of any claims, the quantities, weights and dimensions measured by CALEFFI during the acceptance of the goods shall be binding.
- 5.2. To avoid all possible doubt, the Supplier shall promptly notify CALEFFI of (i) any lack of clarity in the contents and/or specifications laid down in the Order, prior to its performance, and (ii) any structural or intrinsic defects in the Goods, as soon as such defects become clear.

- 5.3. CALEFFI reserves the right to modify the technical specifications of the Goods at any time, providing due notice; it is understood that in the event of consequent cost increases, the Supplier shall in good faith make all efforts to minimize the relative additional amounts, promptly notifying CALEFFI in writing and explaining the reasons and the terms in order to allow CALEFFI to identify the most appropriate steps to take, including the cancellation of the Order.
- 5.4. If the Supplier intends to modify the technical specifications of the Goods, he shall notify CALEFFI in writing; the latter reserves the right to approve the modification, it being understood that no modification to the specifications may be made without the prior written approval of CALEFFI. In the case of an order for services, the Supplier acknowledges and accepts that the supplies shall be performed continuously even in the event of any variation to the entity and location of the headquarters, factories and offices of CALEFFI.
- 5.5. In any case, expressly derogating from the provisions laid down in articles 1495, 1512 and 1667 of the Italian Civil Code, CALEFFI reserves the right to report defects within the term of 3 (three) months from the moment of their discovery. Without prejudice to the specific instructions laid down in the Order, the final acceptance of the Goods shall take place within 10 (ten) working days from the date of delivery of the material, provided that CALEFFI has already verified the completeness of the documentation concerning processing, commissioning, testing or any other requirement laid down in the Order or the technical annexes.
- 5.6. The delivery and any payment of the Goods shall under no circumstances be deemed to constitute the acceptance of the Goods, nor shall it free or reduce the responsibility and warranty of the Supplier over the quantity, quality and suitability for use, deriving from the presence of hidden faults or defects which cannot be detected during normal acceptance procedures. It is understood that for services, acceptance shall be carried out by the competent CALEFFI offices and is subordinate to the positive outcome of controls which may also be carried out subsequent to their performance. It is also understood that in the case of works, the acceptance of the Goods delivered shall not constitute the acceptance of the works and/or free the Supplier from any liability (with consequent passage of risk), which shall be confirmed by CALEFFI only in writing and only following the positive outcome of the agreed testing and/or commissioning.
- 5.7. The acceptance of a late delivery of Goods shall under no circumstances be deemed to constitute the waiver by CALEFFI of the right to claim for damages, until such time as the said compensation is paid fully to CALEFFI in the terms laid down by CALEFFI.
- 5.8. CALEFFI reserves the right to refuse any Goods which do not conform to the Order or the technical specifications or applicable requirements, and shall decide whether to:
- 5.8.1. Return the non-conforming Goods to the Supplier, at the risk and expense of the Supplier, or
- 5.8.2. Require the Supplier to collect the said Goods, at his own risk and expense.

- 5.9. Without prejudice to the rights of CALEFFI, including the compensation for greater damages and the right to protect its own interests before the courts or through the use of any other protective measures, the Supplier shall promptly replace any non-conforming Goods without any cost to CALEFFI, or shall reimburse CALEFFI any amounts already paid for the non-conforming Goods.
- 5.10. The Supplier shall be liable to CALEFFI for any damages, losses, claims or legal action deriving from the supply of the Goods, also deriving from third party claims.
- 5.11. In the event of breach by the Supplier of an order and consequent stoppages or down times at the CALEFFI plants (even only for inspections, repairs, replacements or replacements of parts already used in production) or the performance of additional activities compared to those planned, the Supplier shall pay CALEFFI, without prejudice to the right to claim for greater damages, within 30 (thirty) days of receipt of the written notice with the relative claim, (i) the amount corresponding to the total gross amount of the average daily working rate for the number of days of stoppage, further multiplied by the number of CALEFFI employees affected by the stoppage, as well as (ii) the overall costs of the materials and activities implemented by CALEFFI and its appointees to remedy such breach, without prejudice to the right to claim for greater damages.

6. GUARANTEE

- 6.1. The Supplier guarantees that the Goods conform to the provisions laid down in the Order. Unless otherwise agreed by the Parties in writing, the Supplier shall guarantee the goods in compliance with the provisions of the Civil Code and all applicable laws, including those which require certified quality standards (for example, ISO 9000 and ISO 9001 or other applicable standards depending on the case). In this specific regard, where quality certification is required by law or laid down in the Order, prior to the performance of the Order, the Supplier shall send CALEFFI a quality warranty model (the "Model"), which shall indicate (i) the organization used by the Supplier, (ii) the functions carried out by its own competent departments, (iii) the identity of the quality guarantee process manager and each manager of the said departments. It is understood that (i) the Supplier shall promptly notify CALEFFI of any changes in the information contained in the Model and that (ii) CALEFFI reserves the right to inspect the Supplier's premises in which the production of the Goods takes place, with reasonable prior notice, in order to verify the certification and production control process.
- 6.2. The Supplier shall warranty that the Goods, whether supplied directly by the Supplier or by a direct or indirect supplier of the Supplier:
- 6.2.1. Conform to the specifications, designs, drawings and information from the Supplier (in any format) or from CALEFFI concerning the order and accepted by the Supplier, as well as the requirements and conditions laid down in the purchase order;
- 6.2.2. Conform to all imperative and/or applicable regulations;
- 6.2.3. Are well made and free of all apparent and/or hidden defects in their design, materials, manufacture or operation;

- 6.2.4. Are of a suitable quality for the use required by CALEFFI and for which they are destined.
- 6.3. The Supplier is responsible for the supply of all the parts needed for the full use of the Goods, even where these are not expressly mentioned by CALEFFI.
- 6.4. During the warranty period, the Supplier shall promptly replace or repair the Goods or correct any defects or malfunctions notified by CALEFFI at his own expense.
- 6.5. The Supplier shall provide CALEFFI with a warranty for a further 24 (twenty four) months for each replacement, repair or correction to the Goods during the warranty period, starting from the day on which such replacement, repair or correction is successfully and satisfactorily completed. The Supplier shall also be responsible for the analysis and all additional activities, including transportation, which are necessary as a consequence of claims concerning faults and/or defects received by the Supplier, CALEFFI customers or other third parties, for which he shall reimburse CALEFFI all relative costs, without prejudice to greater damages.
- 6.6. If the Supplier does not replace or repair the Goods or correct the defect or malfunction in an appropriate and satisfactory manner, CALEFFI reserves the right, at its own exclusive discretion, without prejudice to the right to claim for compensation, (i) to replace, repair or correct the fault on its own or have it done by third parties of its choice, with all costs exclusively for the Supplier's account, or (ii) to obtain from the Supplier the full reimbursement of the price or amount paid for the faulty or malfunctioning Goods and return them.
- 6.7. In any case, for each faulty good produced by CALEFFI and/or for any complaints made by CALEFFI customers concerning a product as a consequence of a breach, fault or defect of the Goods, the Supplier shall be liable and shall hold CALEFFI harmless of all costs, expenses, damages and all inherent and consequent claims of any nature, and shall pay CALEFFI, without prejudice to the right to claim for greater damages, within 30 (thirty) days of receipt of the written notice of the relative claim, (i) the amount corresponding to the sales price of the goods applied by CALEFFI to its own customers, in addition to (ii) 50% (fifty percent) of the same price, as a contribution to the costs of transportation and distribution of the said goods, as well as (iii) the cost of the CALEFFI assistance provided to its own customers and (iv) any other costs and/or expenses borne by CALEFFI as a consequence of the said defect of the Goods, including costs for the recovery and/or recall of CALEFFI goods and legal expenses.
- 6.8. Concerning the execution of the Order and all damages, including but not limited to those concerning pollution or the processing of personal data, and for the negative consequences affecting CALEFFI as a result, also to third parties and if disputed by third parties, the Supplier declares and guarantees that he is insured by a first class insurance company and CALEFFI may at any time demand evidence of the existence, validity and effect of such policy, it being understood that the Supplier shall provide all necessary collaboration to allow CALEFFI to defend itself effectively. The validity and effectiveness of the insurance policy referred to in point 6.8 is an essential condition for CALEFFI; therefore if the Supplier is not able to prove such insurance

coverage at any time, the Order shall be deemed to be rescinded under the terms of article 1456 of the Italian Civil Code, without prejudice to the right of CALEFFI to claim for damages.

- 6.9. The Supplier acknowledges and declares that the guarantees agreed and laid down in the GCP do not exclude the validity, effectiveness or applicability of any other statutory guarantee or guarantee provided expressly by the Supplier other than those specified and any other express or implicit guarantee that is applicable to the supply of the Goods. Such guarantees shall be valid, effective and applicable also subsequent to any inspection, test, acceptance or payment made by CALEFFI, as well as at any Order cancellation or rescission or ineffectiveness of any agreements connected or relative to an Order, which under no circumstances may be interpreted as a tolerance and acquiescence by CALEFFI of a breach, delay, fault or quality defect affecting the Goods.

7. SAFETY, PREVENTION AND ACCIDENTS

- 7.1. In executing the supply, the Supplier undertakes to comply with all legal provisions and regulations concerning the protection of the environment, health and safety, including but not limited to waste management laws (D.Lgs. no. 152/2006), the prevention of accidents in the workplace, health and safety in the workplace (D.Lgs. no. 81/08), hygiene and statutory insurance against accidents at work and industrial illnesses, and any other provision which may apply to the supply or the execution of the Order.
- 7.2. In the case of the supply of plants, machinery and equipment generally, chemical substances and/or products, the Supplier undertakes to supply together with the Goods all documentation that certifies their conformity and type approval, safety data sheets, user and maintenance and installation manuals and in any case all other documentation laid down in the Order.
- 7.3. In the event of activities to be carried out inside CALEFFI places of work, the Supplier undertakes to:
- 7.3.1. Provide and exchange mutual information with CALEFFI, in compliance with the relative laws, including D.Lgs. no. 81/2008, to be drawn up in a specific document entitled "*Obligations connected to contracts, works and supplies*", to be annexed to the contract. Or provide the so-called "POS" or "PSC" (or other statutory model), in the case of *temporary or mobile work sites*, pursuant to Chapter IV of D.Lgs. no. 81/2008.
- 7.3.2. Provide all the documentation required to verify the technical and professional suitability laid down in the relative statutory requirements and referred to in the specific document "*Obligations connected to contracts, works and supplies*".
- 7.3.3. In the case of subcontracting, request the specific written authorization of CALEFFI. Subcontracted companies are subject to full compliance with all statutory laws, regulations and behavior laid down in the Contract. In the event of unauthorized subcontracting, CALEFFI reserves the right to rescind the contract or cancel the order.

- 7.4. The Supplier undertakes to hold CALEFFI harmless of all consequences deriving from any breach by the Supplier of any technical, environmental, safety, social security, health and hygiene regulations.
- 7.5. More specific information is provided in the document drawn up by CALEFFI, “*General Conditions of Contract*” (CGGA).

8. COMPLIANCE WITH THE COMPANY POLICY AND ORGANIZATIONAL MODEL

- 8.1. The Supplier declares and guarantees that he is not involved in any criminal proceedings for one of the crimes governed by D.Lgs. no. 231/2001 and amendments, of which he declares to be fully aware and concerning which he undertakes to become familiar with and verify promptly and autonomously and future amendment with no expediting from CALEFFI.
- 8.2. The Supplier declares that he has read and understood the provisions of the Organizational Model and Ethics Code of CALEFFI, published on the CALEFFI website (www.caleffi.it), concerning which he undertakes to become familiar with and verify promptly and autonomously any future modification with no expediting from CALEFFI.
- 8.3. The Supplier undertakes to comply with the code of conduct laid down in the documents listed in point 8.2 above; in the event of a breach, CALEFFI reserves the right to rescind the contract, without prejudice to any claim for damages, pursuant to article 1456 of the Civil Code.
- 8.4. The Supplier also declares that he has read and understood the contents of the Company Policy published on the CALEFFI website (www.caleffi.it).

9. CANCELLATION OF THE ORDER, RESCISSION AND TERMINATION

- 9.1. Unless otherwise provided by law, CALEFFI reserves the right to suspend or cancel the Order, or to rescind the contract for works or services to which the Order refers, for all or part of the Goods, notifying the Supplier prior to delivery and with no extra costs or obligations of any kind for CALEFFI, in the following cases:
- 9.1.1. quality and/or quantity and/or delivery times of the Supplier not conforming to the Order or unsatisfactory for CALEFFI;
 - 9.1.2. lack of proof by the Supplier of having adapted to the code of conduct required by CALEFFI with written notice and in any case in case of breach or delay in performance by the Supplier of one of the obligations laid down in the GCP and/or the Order;
 - 9.1.3. if the Supplier is subject to voluntary liquidation or insolvency proceedings other than bankruptcy, or ceases or is about to cease his business activities or is subject to restructuring or extraordinary operations (including transfer or business leasing) which does not permit CALEFFI to negotiate the Order and/or its full performance;

- 9.1.4. a possible force majeure event continues for a period of more than 1 (one) month.
- 9.2. Without prejudice to the provisions of article 9 herein, in the other clauses which provide for the early rescission of the Order and/or the right of CALEFFI to cancel the Order, the GCP shall not be affected by said termination or said cancellation and shall maintain their full effect and validity.

10. FORCE MAJEURE

- 10.1. Neither Party shall be responsible for delays or breaches resulting from an event or circumstance which is beyond their control or in any case independent of their will, including but not limited to accidents, unforeseeable events, acts against the State, earthquakes, fires, floods, strikes or trade union action, riots, civil disorder, war (declared or threatened), requests or deeds of the government or governmental authorities. In the event of an event or circumstance of this nature delaying or hindering the performance of the Order, the Supplier shall promptly notify CALEFFI in writing of the delay and the reason that justifies it and shall comply with any instructions issued by CALEFFI.

11. TRANSFER OF ORDER OR CREDIT

- 11.1. The Supplier may not transfer to third parties the Order or any rights deriving therefrom, including the transfer of credit, subcontracting or sub-supplies in any way relating to the Order, without the express written authorization of CALEFFI.
- 11.2. Without prejudice to the provisions of article 11.4 below, the Supplier shall be responsible:
- 11.1.1. for the supply of Goods for the performance of an Order, even if part may be produced, even partially, by sub-suppliers or sub-contracts even where authorized by CALEFFI;
 - 11.1.2. for the control and inspection of all the goods, all the parts and all elements comprising the Goods purchased from sub-suppliers or subcontractors for the performance of an Order.
- 11.3. Without prejudice to the fact that any contract between the Supplier, on one hand, and the subcontractor or sub-supplier on the other, constitutes a totally separate and autonomous relationship compared to the Order, all contracts between the Supplier and the subcontractor or sub-supplier authorized in advance by CALEFFI shall provide for terms and conditions that ensure that the subcontractor and sub-supplier shall affect and recognize the rights and faculties of CALEFFI laid down in the GCP and shall fulfill their contractual obligations with the Supplier to assure the compliance with the terms and conditions of the GCP and the Order, also assuring access to their own premises for controls and inspections by CALEFFI on request.

- 11.4 In the event of the purchase by the Supplier of parts, materials or elements of the Goods from subcontractors or sub-suppliers indicated by CALEFFI, the Supplier shall hold full responsibility for the complete and full performance of the Order.

12. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

- 12.1. With the OC, the Supplier undertakes to grant CALEFFI all intellectual and industrial property rights, including trademarks, patents, models, industrial drawings, copyright and confidential technical and commercial information ("IP rights") concerning the Goods, calculated by the Supplier according to documents, instructions, drawings, models or confidential information provided by CALEFFI to the Supplier or third parties indicated by the latter for the purposes of execution of the Order. The Supplier shall ensure that the IP Rights created or developed by third parties for the Order shall be acquired by the Supplier and then granted to CALEFFI. It is understood that the Supplier shall promptly notify CALEFFI of the existence of any third party intellectual and industrial property rights incorporated in or in any case inherent to the Goods, and shall notify CALEFFI of the existence of the relative contracts between the Supplier and the third parties and shall notify CALEFFI of their contents.
- 12.2. The Supplier shall maintain confidentiality over all information and commercial and technical experiences made available by CALEFFI for the performance of the Order (including any data which can be obtained from objects, documents or software and any other information or experience, (hereinafter the "Information"), as well as the results of the works carried out on the basis of the Order, save as is generally known or easily accessible to sector experts. It is understood that the Supplier shall be liable for any unlawful or in any case unauthorized disclosure of Information by his managers, employees, staff, assistants, collaborators, consultants or appointees. The Information is the exclusive property of CALEFFI and may not be copied or used commercially without the prior authorization of CALEFFI or without detailed agreements thereon, if required for the purpose of the performance of special supplies.
- 12.3. The Supplier declares and guarantees that he acts in compliance with the statutory regulations concerning intellectual and industrial property rights and guarantees that the Goods and all parts thereof do not breach any trademark, patent, license, model or industrial drawing, copyright or any other third party intellectual and industrial property right.
- 12.4. The Supplier undertakes to hold CALEFFI harmless of any request and/or action and/or claim and/or negative consequence of presumed breaches of third party intellectual or industrial property rights, and to pay compensation to CALEFFI for all damage, losses or prejudice suffered as a consequence and as a result of the said request, action or claim, including legal costs.
- 12.5. The Supplier undertakes not to use the name, company name, company, trademarks or distinctive marks of CALEFFI and not to make reference to the business relations held with CALEFFI for advertising, promotional or other purposes without the prior written authorization of CALEFFI.

12.6. The aforementioned confidentiality obligations of the Supplier shall remain valid and effective even after the conclusion, performance, cancellation or termination for any reason whatsoever of the Order.

13. VALIDITY OF THE GCP AND THE ORDER

13.1. In the event of one or more clauses or conditions of these GCP or the Order being declared void, invalid or ineffective, the said clauses or conditions shall be deemed to have never been written, in order to prevent any effect on the validity or effectiveness of the other clauses and conditions. The parties shall take all reasonable measures to replace the clauses deemed or declared void, invalid or ineffective with other valid and effective clauses, in order to obtain a result and arrangement that is as close as possible to that determined by the void, invalid or ineffective clauses.

14. PRIVACY: PROCESSING OF PERSONAL DATA

14.1. The Supplier declares that all personal data received from CALEFFI and acquired during the performance of the Order shall be used solely for the purposes of the execution of the Order and the GCP and in conformity with the applicable Privacy laws, in particular D.Lgs. no. 196/2003 and amendments.

15. UNIQUENESS OF THE ORDER AND THE GCP

15.1. The terms and conditions laid down in the GCP and the Order constitute a single agreement which replaces all other previous agreements made with CALEFFI; in the event of a discrepancy or irremediable contrast, the GCP shall prevail.

16. APPLICABLE LAW - JURISDICTION

16.1. The GCP and the Order are governed by Italian law. This excludes the application of the Hague Convention on the law applicable to the international sale of goods, the United Nations convention on contracts for the international sale of goods and all other international conventions concerning the sale of goods and/or works and services contracts.

16.2. Any dispute inherent to, deriving from or connected to the GCP and the Order shall be referred to the exclusive jurisdiction of the Courts of Novara.

17. SUPPLIER'S SIGNATURE

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- 17.1. Pursuant to and by effect of article 1341 of the Civil Code, the Supplier declares and undersigns that he has understood all the clauses laid down in these GCP, including those concerning:
- 17.1.1. art. 1.2 “SUBJECT AND FIELD OF APPLICATION” – limitation of the right to make exceptions);
 - 17.1.2. art. 2 (“ORDERS” – faculty to rescind or suspend performance);
 - 17.1.3. art. 3 (“PRICES, INVOICING AND PAYMENT” – limits to the right to make exceptions);
 - 17.1.4. art. 4 (“DELIVERY AND PACKAGING” - limitation of liability, faculty to rescind the contract);
 - 17.1.5. art. 5 (“CONTROL AND ACCEPTANCE” – limitation of liability, faculty to rescind the contract);
 - 17.1.6. art.6 (“GUARANTEE” – limitation of liability);
 - 17.1.7. art. 8.3 (“COMPLIANCE WITH THE CALEFFI ORGANIZATIONAL MODEL” – express termination clause);
 - 17.1.8. art.9 (“CANCELLATION OF THE ORDER, RESCISSION AND TERMINATION” - faculty to rescind or suspend performance);
 - 17.1.9. art. 11 (“TRANSFER OF ORDER AND CREDIT” – limitation of liability),
 - 17.1.10. art. 16.2 (“Jurisdiction” – derogation to the competency of the legal authorities).