

General terms of purchase of goods and services and integrated units of goods and services

Field of Application

Unless otherwise indicated by the Purchasing Department of Dell'Orto Spa (hereinafter DO), these General Conditions apply to all the purchases of DO, whether they are equipment, machinery, components, raw materials or other, or services (the Supplies). The General Conditions may be integrated or modified by specific disposals. It is understood that although the latter will prevail over the content of the General Conditions, their effectiveness will however be limited to the specific Order or Contract to which they refer to. Consequently, the supplier renounces to the application of any of its own general and particular conditions of sale which must in any case be deemed ineffective between the Parties.

1 General Principles

The following terms of purchase are the only one which regulate the issued orders or the purchase agreements, DELL'ORTO Spa or one of the other Italian companies belonging to Dell'Orto Group (hereafter DO) drew up. Any change and addition, as well as any sales condition of the Supplier, totally or partially different compared with the present terms of purchase, will be valid only in case of specific DO written acceptance. Otherwise, the existing terms of purchase prevails between the parties

2 Purchase Orders

2.1 The Supplies are obligatorily subject to a Purchase Order for an indefinite period of time (Blank Purchase Order) or for a fixed period of time (Closed Purchase Order). Purchase Orders are sent by email from the DO Purchase Department, unless otherwise agreed between the Parties.

2.2 Orders, agreements and delivery or supply requirements, as well as changes or additions to them, should be formulated in writing form.

2.3 The validity of any verbal agreements, including amendments and additions to these terms of purchase shall be subject to mandatory written confirmation from DO.

2.4 The preparation of estimates of expenditure will not lead to any compensation in favor of the Supplier, unless something different has been clearly agreed between the parties.

2.5 The Supplier must communicate the acceptance or rejection of the order within 15 (fifteen) days from the receipt of the same. If the Supplier does not confirm or reject the order within the aforementioned term, DO will have the right to cancel and revoke it, except for his right to get full compensation for all damages suffered and to be suffered, either contractual or non-contractual, as a result of a failed timely acceptance and / or rejection of the order from the Supplier.

2.6 The demands of delivery and / or supplying from DO, related to framework contracts, shall be binding for the Supplier unless rejected by the latter within 4 (four) working days from date of receipt.

2.7 DO shall revoke and/or cancel a Purchase Order, at any time, if, the situation for which the guarantees and the suitability of the Supplier to regulate the supply are no longer valid. In particular in cases where: the supplier becomes insolvent, if it declared bankrupt, if it is placed in receivership, is in a state of suspension of payments, applies for an extension of the terms for the payment of its debts or takes advantage of the protection insolvency or bankruptcy laws, proposes and agreement with its creditors or any other agreement with its creditors, or it is subjected to a similar procedure.

3 Services

3.1 The Supplier self shall provide for the services. He may give in subcontract to a third party the services supply subject to DO written agreement, and in any case, DO will never be liable for any claim (even economic) of the subcontractor and will always respond on his own towards DO for all the activities of the subcontractor, as if they had been carried out by the same supplier. In the event he asks for services to a third party, the Supplier shall incorporate, in his relevant agreements about that, the terms and conditions listed in this document.

3.2 The Performance standards DO asks for, the configurations and the detailed purposes by DO, will not absolve the Supplier from the commitment to provide solutions which are technically without defects and cost saving. The Supplier shall promptly inform DO if the performance standards, the configurations or above purposes are clashing with the solutions the Supplier proposed, or if changes or improvements in the subject or in the purpose of the performance are necessary or appropriate. Additional services or modifications carried out without the prior written authorization of DO, will not give the right to any economic claim from the Supplier.

3.3 DO must be informed immediately in the event that industrial patent rights or intellectual patent rights of third parties are necessary for the order execution, even if there is just a risk of such occurrence.

3.4 The services shall be performed in accordance with the subject of the agreement and/or the order and the purpose of the service; what above shall also apply to the documentation concerning the specifications. The supplier will have to look through the general state of science and art, the law and the enforceable regulations, the requirements of consumers Associations, the safety procedures and the relevant measures, including DO safety standard (that Supplier declares to know and accept). In carrying out engineering orders, the activity must be performed to allow the easy execution of maintenance works and / or inspection works.

3.5 In carrying out the order, the Supplier undertakes to honor DO interests, by adopting and introducing all the necessary measures.

3.6 Unless otherwise stated in the contract, drawings, descriptions, calculations and all has been done by the Supplier or third parties to whom such assets have been given in subcontract, will be transferred as property to DO at the time of their creation, without arising any payment obligation; the Parties agree from now on that the Supplier and the third parties, not will have any rights on such works, which will then become DO full property, and that DO will not have to pay any amount to the Supplier or to said third parties, given that the compensation for their creation will have been already considered, and therefore is included in that recognized in favor of the the Supplier. All above stated documents must be sent in original to DO once prepared and completed.

3.7 The documents made available by DO to the Supplier must be carefully stored and kept in a safe place. These documents, and others as models, drawings, sketches and the like (also relating to patents or utility models registered by DO), created and / or obtained in order to execute the order, will remain property of DO with any and all rights, to which they must be returned, at the latest upon completion of the order. The Supplier shall not have any right of retention.

3.8 If the Supplier is informed of the purpose of the services, he will ensure the compliance of such services to the declared purpose. Any inspections or partial approvals of service will not affect other Supplier's obligation to perform the services in their entirety and to provide guarantees for them.

3.9 DO may use and exploit, at its discretion, with the Supplier's guarantee that it is fully entitled and free from any and all rights or claims of a third party, all the results achieved in the execution of the services, including inventions and rights of use and exploitation according to the Copyright Law, from the moment of their conception and/or their realization, without any compensation being due to the Supplier, as already provided for in paragraph 3.6.

3.10 Any inventions made by the Supplier during the course of the assignment, whether patentable or non-patentable, will be exclusive the exclusive property of DO, without any compensation being due to the Supplier. The Supplier will adopt appropriate measures for an immediate transfer of the inventions to DO, unless otherwise specified in the agreement.

3.11 The place of the performance is the place where the goods must be delivered according to the order/contract or where the service must be provided according to the provisions of the order/contract.

4 Supplier's Specific Obligations

4.1 The Supplier, as a professional expert in his field, declares that he is perfectly aware of the needs and requirements of the Automotive Industry, in particular in terms of quality, costs, and delivery times. It undertakes to deliver Supplies that comply with the laws, regulations and standards of Automotive Industry, as well as with all laws, regulations and standards in force concerning health, hygiene, safety, environmental protection and labor laws.

The Supplier guarantees DO against any action resulting from non-compliance with the aforementioned provisions and will be solely responsible for such non-compliance; the Supplier will therefore suffer all the consequences, direct and indirect, and undertakes to indemnify and hold DO harmless from any and all claims or damages arising from such non-compliance.

4.2 The Supplier undertakes to deliver Supplies compliant with any other documents that regulates the relations between DO and the Supplier.

4.3 unless specifically authorized in writing by DO, the Supplier may not make any changes to the Supply, in particular, to its components, materials, process(es) or place of manufacture without prior approval, pursuant to DO Quality Procedures and by customary rules and practices in the Automotive Industry.

4.3 Upon request by DO, the Supplier undertakes to immediately proceed with any changes to the Supply the Supply or to the Order, to provide any and all information about the Supplies or the Order, and to certify the country of origin and composition of the Supplies.

4.5 The DO Purchase Order cannot be subcontracted, totally or partially, directly or indirectly, by the Supplier without the prior express written authorization of DO.

If the supplier is authorized to totally or partially subcontract the Order to one or more third parties, he will remain in any case the solely and entirely responsible towards DO for the execution of the Order and these Purchase Conditions, also for the work of any subcontractors. The supplier must guarantee and hold DO harmless from any claim and / or request for payment of sums by subcontractors, and from now on it undertakes to indemnify and hold DO harmless in the event that the same DO is called by way of joint and several direct, subsidiary and / or any other title, to pay (including to the employees of the Supplier, any subcontractor or whoever for them) the amounts due by the Supplier (or by the subcontractor) due for any reason (including wages, contributions - social security, insurance and welfare - and tax charges, including VAT and possibly direct and indirect taxes).

4.6 The supplier undertakes to carry out the supply for the needs of the spare parts market, for a period of at least 10 years form the end of the Mass Production (Product life Cycle).

4.7 In the case of projects and supplies with a multi-year duration, in order to permanently maintain the competitiveness of both the Supply and the DO products in which said Supply is used, the Supplier undertakes to implement all the necessary actions and measures to improve productivity efficiently and reduce production costs. The minimum level of annual productivity for the Supply will be established by mutual agreement.

4.8 Materials, components, containers and special packaging supplied by DO will remain the exclusive property of DO itself and may be used only in accordance with their intended destination. The supplier undertakes to keep such products in the interest of DO.

5 Molds, Tools and Other Specific Equipment

5.1 All molds, tools, and other equipment provided by DO for the needs of the Supplies (the "Equipment") shall remain DO's exclusive property. The same applies to the Equipment created on request and on behalf of DO, and this for the entire course of their construction, including the industrial or intellectual property rights inherent in the aforementioned Equipment.

In any case, the Equipments are deemed to be deposited with the supplier as an accessory to the order, even in the absence of a loan agreement or a deposit agreement. Such Equipment cannot be used except for the needs of the order and cannot be lent, made available to third parties, reproduced or copied; must have at the expense of the supplier and in a visible position, a well-fixed identification plate bearing the indication transmitted by DO's Industrialization Department, and cannot be pledged and/or offered as a guarantee. Equipment can be collected from DO at any time.

5.2 The Supplier, in his capacity as custodian, guarantees the perfect maintenance, conservation, control and care of the Equipment, in order to avoid in particular any possible deviations of the production process or interruption of the production cycle of the Supplier, and will provide, upon simple request of DO –and whenever necessary- a precise and detailed inventory of the Equipment. The Supplier also guarantees the replacement of the Equipment in the event of loss, theft, destruction, or premature wear and tear. In connection with this, the Supplier will take out all necessary insurance policies to cover these risks and all the damage it could cause to third parties; a copy of the insurance policy and related documentation must be presented to DO upon simple request.

Upon termination of the execution of the Order, whatever the cause, the Equipment will be returned to DO upon simple request.

6 Packaging and Shipping Documents

6.1 The Supplier will deliver the Supplies in a packaging appropriate to their characteristics, methods of transport and storage to ensure the integrity of the delivery.

6.2 Each packaging unit (package) must legibly show on the outside the notices required by the applicable transport and shipping regulations, as well as indications relating to particular storage conditions required for stocking. These notices will show the Order number, the lot number, the names and addresses of the sender and recipient, the quantity delivered, and the gross and net weight. The delivery will be accompanied by a delivery note in two compliant copies, that will allow the identification of the Supplies and the related quantitative control, accompanied, where appropriate, by any material safety data sheets. Any damage (breakage, missing pieces, failures, etc.) to the Supply resulting from unsuitable or inappropriate packaging will be borne by the Supplier.

7 Delivery

7.1 Delivery and Supplies that differ from the specifications indicated in the DO Agreement and Purchase Order may be rejected by the latter and will require, for their acceptance, the prior agreement and the written consensus of DO.

7.2 The dates, places and terms of delivery in the order or agreement shall be binding for the Supplier. In order to check the timely fulfillment by the Supplier, just the delivery date of the goods and / or provision of the service at the place arranged in the order or agreement will be taken into consideration. In the cases foreseen in INCOTERMS 2010, the Supplier shall promptly make available the goods, taking into account the time for loading and the transport agreed with the shipping agent.

7.3 The parties agree that the delivery terms stated in the contract / order, in accordance with INCOTERMS 2020, are from now on valid. In the cases provided for by INCOTERMS 2020, the Supplier will be directly liable for all the acts, facts and behaviors of the chosen carrier and of its auxiliaries towards DO, as well as, the Supplier will be the only subject liable for the payment of the carrier services, without that the latter can claim anything against DO. In this case, the Supplier undertakes to indemnify and hold DO harmless from any and all direct and / or indirect request of the carrier towards DO.

7.4 In case the Supplier delays the delivery as to the agreed terms, and in case he delivers the goods in places and/or entities other than those indicated by DO, the latter may refuse to accept the delivery, and may ask for the full compensation for damages. The Supplier shall give immediate notice to DO purchasing department, whenever he expects difficulties, which may hamper its ability to deliver or supply goods or services on time and according to the required quality. However, this does not relieve the Supplier from its responsibilities resulting from the delay in the performance.

7.5 The acceptance of late goods delivery or late services supplies will not imply and cannot in any way be understood and handled as a waiver of damage claim from DO, and this until when such a refund will be paid totally and according to the terms Dell'Orto requires.

7.6 Partial deliveries and supplies will not be accepted, unless otherwise expressly agreed between the Parties.

7.7 In case of any claim, only the quantities, the weights and the dimensions DO's surveyed during the acceptance of the goods, shall be considered.

Dell'Orto S.p.A.

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www.dellorto.it/privacy-policy/

7.8 In any case, the Supplier, together with the execution of the supply, will have to deliver to DO all the necessary documentation, suitable for the routine use of what delivered (for example: the instruction and operation manuals, installation and assembly instructions, certificate of guarantee).

7.9 The Supplier assumes all risks of loss and / or damage relating to the goods until they are received by DO, or by a representative of the same, at the agreed place of delivery or return.

8. Terms

8.1 The Open Order is placed for an unlimited period of time and the quantities for which DO commits itself shall be those shown on the delivery schedules. The schedules will have a horizon of 12 (twelve) months, of which the first 20 (twenty) days will be confirmed, the remaining forecasting, unless otherwise agreed between DO and the Supplier. All variations to open orders (cancellation, addition of new items, variation of conditions) will be communicated with regular order variations and governed by further agreements (eg. Long Stock Keeping Agreement) if provided for between the parties.

8.2 The Closed Purchase Order is agreed for a specific duration and is not subject to renewal.

9 Prices

9.1 The amount paid for the goods and / or services to be supplied, shall be agreed in each order or contract separately. The agreed prices cannot be changed, unless otherwise in writing agreed and fixed case by case. If in a contract, the fee has not been foreseen at a fixed price, but according to the expenses bore and demonstrated (for example expenses at the bottom of the list or hourly rates), the Supplier guarantees to keep its request in the range of the offer or of the approved total estimate. Dell'Orto will acknowledge additional costs only if approved in advance in writing.

9.2 The fee agreed with the Supplier shall be always and in any case all-inclusive. The compensation will become due and will be paid at the time of acceptance of the goods and / or services, in accordance with the agreed payment terms.

9.3 Unless otherwise agreed, the prices are meant "Delivery Duty Paid" (DDP - INCOTERMS 2020) and include the packaging required to ensure the integrity of the product. The Value added tax (VAT) is not included, unless otherwise specified in writing.

10 Invoicing and Payment Conditions

10.1 The Invoice must contain all the information indicated in the PO Purchase Order, to allow the identification and the control of the supplies. The invoice must be sent to the address indicated in the Purchase Order and it must not accompany the goods.

10.2 The valid payment terms are those present in the purchase order/agreement. The payment is subject to the check of the invoice by DO.

11 Force Majeure

In case of Force Majeure, trade unions disputes, interruptions of activities beyond the control of DO, riots, government measures and other unavoidable events, DO is free from the obligation to accept the goods and /or services, according to the deadlines planned for all the duration of such events. During these events, and for the following 2 weeks, DO will have the right – without prejudice to any other right of DO – to withdraw in whole or in part from the supply contract if such events have a non-negligible duration and the DO needs are considerably reduced.

12 Insurance

The Supplier engages to contract adequate insurance coverage for any liability with a solvent company, in accordance with the conditions of the DO and it will submit the relevant documentation upon simple request. However, the existence of this insurance coverage does not constitute a limitation of the Supplier's liability towards DO.

13 Quality

13.1 Dell'Orto's "Supplies Quality " procedure PQ 4.2, that the Supplier declares to know and to accept, is an integral part of these General Terms and orders and / or agreements drawn up from and between Parties.

13.2 The Supplier declares to have read, to know, accept and respect the contents of the IQ 3.1.15 document of DO, available at the following link: https://www.dellorto.it/wp-content/uploads/2020/12/2018_IQ_3115_rev9-Management-special-features.pdf

13.3 Do requests to all its Suppliers to develop and improve their Quality Management System (QMS) with the aim of compliance with the Automotive reference standard IATF 16949. The steps, which QMS growth project foresees, must progressively go through the following steps:

13.3.1 ISO9001 Certification of a third Party.

13.3.2 ISO9001 Certification of a third Party and in compliance with MAQMSR (Minimum Quality Management System Requirements for Sub-Tier Suppliers).

13.3.3 ISO9001 Certification of a third Party and in compliance with IATF16949 requirements of a second Party. 13.3.4 IATF 16949 Certification of a third Party.

14 Complaints and warranty by the Supplier

14.1 The acceptance of goods and / or services is subject to inspection and / or control from DO in order to check possible defects, the completeness and full conformity of the Supply.

14.2 The Goods and services given by the Supplier and / or by third parties are warranted for defects and malfunctions and are therefore covered by the warranty for defects foreseen from Article 1490 Civil Code, and so by all warranties, with no exception, provided by Italian law and by Community law in relation to the specific characteristics of the Supply and service provided. On this matter, the Parties acknowledge that, according to the first paragraph of art. 1495 Civil Code and making an exception to the code provisions, the deadline for DO to report defects to the seller is of 60 (sixty) days after detection, unless otherwise provided by Italian law, and in any case the Supplier renounces irrevocably to any dispute on this point.

14.3 Should the Supplier not immediately proceed to remedy the defects and / or failures following to a DO request, in an urgent case, and in particular to avoid imminent risks or to prevent further damages, DO is authorized to do directly or through third parties, any necessary correction of the defect and / or failures at Supplier expenses.

14.4 When providing goods or services not completely owned, the Supplier will assume the whole responsibility from claims of third parties, as well as full warranty against eviction and claims without any responsibility for DO.

14.5 The Supplier irrevocably undertakes to be responsible and indemnify DO against any eventual request and claims of third parties in relation to the Supplies.

14.6 If the Supplier fulfils the obligation of additional service by providing a substitute product, the lapsing times concerning the goods delivered as replacement, will be calculated once again starting from that delivery.

14.7 The costs relating to the supplies of defected goods or services will be paid by the Supplier, in particular with regard to the costs of transportation, machining, labor, materials, or costs for inspections and audits.

14.8 The Parties agree that if DO contests the delivery for any cause and reason, DO may stop the relevant pursuant to art. 1460 of the Civil Code until the conformity of the supply, or in other words the legitimacy of the claim, is checked in trial with sentence become final, reasons for which the Supplier cannot act to recover the relevant credit and there will not be any kind of interests on the amounts not paid by DO (neither legal nor the ones foreseen by the Legislative Decree 231/2002). The Supplier declares and guarantees that, because of the field where DO works, the suspension of payment by DO is immediately assisted by the necessary requirement of proportionality in relation to the damages which are possibly assumed to be existing as a result of defaults by the Supplier, removed and rejected in the future any exception, claim and / or dispute.

14.9 DO can compensate the amounts requested to the Supplier requires as compensation for the damage with the amounts due for the supplies, and this even if the credit of DO is not certain, liquid and payable.

14.10 Any payment of the Supply will not affect in any way the right of DO to contest it and to repeat the payment, nor the right to claim from the supplier the payments of all damages without any exception.

15 Responsibility

15.1 If DO receives claims for goods delivered or services provided by the Supplier, the Supplier will be responsible for such claims and DO will not have any responsibility.

15.2 In cases as per paragraph 15.1, the Supplier will be required to bear all costs and expenses, including the costs of any legal action, paying back DO for all expenses he bears.

15.3 Prior to any action of product recalls due partially or totally to a defect of the product given by the Supplier, DO will inform the Supplier, while offering him the chance to cooperate and discuss with the supplier the most efficient recall procedures, unless special urgencies occur and don't allow it. The costs for the recall will be charged to the Supplier when such a recall is due to a defect of the product and / or service provided by the Supplier.

16 Confidentiality and Privacy

16.1 The Supplier will keep confidential, with respect to third parties, all commercial and technical information DO give (including data that can be gleaned from objects, documents, or software, or any other), and the results of the works achieved according to this contract, except for what already acquainted in public. The information will be available just at the premises of the Supplier for those persons who will have to Supply DO. These people undertake to keep all information confidential, as the Supplier must get them sign an explicit commitment to privacy/confidentiality in accordance with this clause. DO owns the information, which cannot be duplicated or commercially used - except for the deliverables to DO - without the prior written authorization of. Upon DO request, all information DO disclosed (including copies or recordings, if any), as well as goods and tools DO gave to the Supplier to be used, shall be immediately returned or destroyed; the Supplier shall give written proof of such return and / or destruction. All rights on such information are granted for DO (included rights of industrial and intellectual patent). In the event that the Supplier, for the execution of the order or the contract, is authorized to subcontract by DO, it undertakes to have any subcontractors who come into possession of the information made available by DO sign express commitments to confidentiality comply with this clause.

16.2 Goods manufactured according to documents such as drawings, models and similia, provided by DO, and / or based on DO confidential information, as well as goods made with DO tools or with tools modeled based on the same, will never be used by the Supplier except for the Supply Agreement with DO, nor offered nor sold to third parties.

16.3 The services the Supplier rendered to DO, or parts or elements thereof, cannot be given in the same way to third parties (competitors or not of DO) for 5 (five) years from their last fulfilment in favor of DO, unless the technology on which they base, is part of the general state of art and of knowledge.

16.4 As far as the technical and commercial information, received from DO to run the service, are concerned, the confidential commitment will continue even after the execution and / or end of the contract up to when such information becomes public property due to reasons which are not referable to the Supplier, or when DO gives up in writing the confidential commitment.

16.5 DO undertakes to send each if its suppliers a Non Disclosure Agreement (NDA) which specifically regulates the disclosure of confidential information between the parties.

17 Social Responsibility and Environmental Protection

17.1 The Supplier shall comply with the law regulations regarding the treatment of employees, environmental protection, the health and safety at workplace, undertaking to cancel or at least minimize the eventual adverse effects of human activities on human being and on the environment.

17.2 The supplier declares to have read and know the values contained in the DO's Sustainable Procurement Policy and the principles, as well as the guidelines of conduct, contain in the Code of Conduct for Suppliers. These documents are visible in the DO website, at the following link: <https://www.dellorto.it/en/company/quality-standard/the-4-pillars/> and they are referred to in each Purchase Order.

17.3 In light of the above, the supplier undertakes, in relation to the execution of each order to:

- manage his own activities in compliance with all the principles, values and commitments as expressed in the DO documentation mentioned above;
- do not use or support the use of child labor and forced labor;
- ensure equal opportunities and freedom of association, promoting the development of each individuals;
- oppose the use of corporal punishment, mental or physical coercion, verbal abuse;
- comply with laws and industry standards regarding working hours and ensure that wages are sufficient to meet the basic needs of the staff;
- establish and maintain the procedures necessary to evaluate and select supplies and sub-suppliers on the basis of their level of social and environmental responsibility;
- not tolerate any type of corruption in any form or manner, in any jurisdiction, even if such activities were in practice permitted, tolerated or not prosecuted;
- assess and reduce the environmental impact of its products and services;
- use resources responsibly with the aim of achieving sustainable development that respects the environment and the rights of future generations.

18 Export and Customs control

18.1 The Supplier will have to inform DO of any requirement for import and / or export license of the Products in accordance with Italian, European or American law on export control and customs regulations, and at the same time he must inform DO on regulations for exports control and customs regulations in force in the country of origin of the Products. Therefore, in the offers, order confirmations and in the invoices, the Supplier will give the following information concerning the Products:

- export list number on any applicable export list;
- ECCN (Export Control Classification Number) for goods from USA (including software technology) in accordance with the U.S. Export Administration Regulations (EAR); the country of origin (country of origin) of the products and of its components, including software technology;
- eventual transport of goods within United States, any manufacturing or storage of the products in U.S.A and possible manufacturing of the same with American technology;
- Customs Tariffs of the products;
- Reference person in the company, which is available on demand, to provide additional information. On DO demand, the Supplier shall provide in writing any further details on foreign trade concerning the Products and components and shall inform DO of any changes on these data promptly, and anyway before the delivery to DO.

19 Miscellaneous

19.1 Any invalidity of a clause of these conditions or of subsequent supplementary agreements will not invalidate the other conditions. The Parties will agree on a substitute clause which reflects as much as possible the economic intent.

20 Place of Jurisdiction

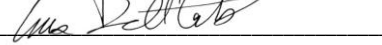
20.1 The Court of Monza will have exclusive jurisdiction for any dispute arising from these terms or in connection with them, excluding any other place of jurisdiction.

21 Enforceable Law

21.1 These terms of purchase shall be governed exclusively by the laws of the Italian Republic. The application of the Hague Convention on the Uniform Law on International Sale of Goods, the United Nations Convention on Contracts for International Sale of Goods or other conventions relating to the law enforceable to the sale of goods and / or services are not admitted.

Place and Date

Managing Director Dell'Orto Spa



For acknowledgment

Supplier

Job Title and Signature

The Supplier declares to expressly accept, pursuant to art. 1341 - 1342 of the Italian Civil Code, the following clauses:

2.5 right of withdrawal; 2.6 binding orders; 2.7 right to suspend execution of the contract; 3.1 subcontracting; 3.6 transfer of rights; 3.10 transfer of rights; 4.1 limitation of liability; 4.5 subcontracting and limitations of liability; 4.6 supply obligation; 5.1 supplier obligations; 5.2 liability; 7.2 terms of delivery; 7.3 liability; 7.5 liability; 7.9 liability; 9 prices; 11 right of withdrawal; 14.2 deadline for reporting defects; 14.5 indemnity; 14.6 terms of forfeiture; 14.8 solve et repete; 14.9 compensation; 15.1, 15.2, 15.3 limitations of liability; 16.1 confidentiality; 16.2 non-competition; 16.3 non-competition; 20.1 Jurisdiction; 21.1. Applicable Law.

Supplier

Job Title and Signature