

1. Miscellaneous provisions.

1.1. The purpose of these Terms and Conditions of Purchase is to regulate all agreements for the purchase of goods and services entered into by Habasit Italiana S.p.a., with registered office in Cesano Boscone, Via De Nicola 16 (hereinafter "the Purchaser") and the person (hereinafter "the Vendor") whom the purchase order is addressed (hereinafter "the Purchase Order" or simply "the Order").

1.2. These General Terms and Conditions of Purchase shall form an integral part of the Purchase Order and shall be applied as substantial clauses thereof. Only Special Conditions included in individual Purchase Orders shall prevail on these General Terms and Conditions of Purchase and may represent an exception hereto. Both these General Terms and Conditions and the Special Conditions of Purchase can be amended or supplemented by virtue of written agreement between the Purchaser and the Vendor only.

1.3. No terms and conditions of sale proposed by the Vendor that constitute exceptions to or are not compatible with these Terms and Conditions of Purchase shall be therefore effective.

2. Orders.

2.1. Order shall mean any request for the supply of goods or services addressed to the Vendor by the Purchaser in writing, and its relevant attachments (technical schedules, specifications, etc.), which shall form an integral part of the Purchase Order. The Order shall be accepted upon the conditions set forth therein (which shall prevail on any conditions that may be set out in any offers by the Vendor) if not rejected by the Vendor within three working days of the receipt thereof.

2.2. The Vendor may not assign the Purchase Order and its performance to third parties, even partially, unless so authorised in writing by the Purchaser. Any assignment of the credit arising to the Vendor from the Purchase Order is also excluded, unless expressly authorized by the Purchaser.

2.3. All goods and services delivered by the Vendor in accordance with the Purchase Orders shall comply with the applicable law provisions and with the terms and specifications communicated by the Purchaser.

3. Delivery terms.

3.1. The Vendor hereby undertakes to strictly abide by the delivery terms set forth in the Purchase Order, which shall form a substantial requirement thereof.

3.2. Compliance with delivery dates in case of supply of goods shall include delivery of the goods as per the order and without defects within the customary working hours at the address specified in the Order ("delivery point"), together with the delivery documents as required by the law.

3.3. If the Purchaser and the Vendor agreed that delivery should include assembly or other services, delivery shall be completed after the agreed assembly/services have been performed.

3.4. Delivery dates may not be anticipated or postponed, unless the Parties have agreed otherwise.

3.5. Should any force majeure event take place before the expiry of any agreed delivery dates, the delivery dates affected by such event may be postponed accordingly, unless the Purchaser declares to reject the service or the goods if – according to its absolute discretion – it is no longer interested in a late delivery of such goods or services. This being the case, the Vendor shall be required to return any advance payment to the Purchaser as soon as possible and to return any other item delivered in view of the performance of the Order. Force majeure events shall include natural disasters, war, government restrictions according to law and national strikes exceeding five days. The Vendor hereby undertakes to give written notice of such force majeure events to the Purchaser in a timely fashion.

4. Penalties in case of late delivery.

4.1. If delivery takes place with delay with respect to the terms agreed in the Purchase Order, the Purchaser reserves to apply to the Vendor a penalty equal to 0.5% of the value of the supply (as indicated in the Purchase Order) that has not been delivered in accordance with the agreed terms for each week of delay and up to a maximum aggregate penalty of 10% of the agreed price, without prejudice to the right to terminate the agreement and to the reimbursement of any greater damage.

5. Shipment, packing and transfer of risks.

5.1. Unless otherwise agreed in writing between the parties, delivery shall take place DAP at the place of delivery stated in the order (Incoterms 2010) and any required delivery document as well as the relevant delivery note and packing list shall be handed over at the same time.

5.2. Goods shall be shipped and delivered with their appropriate packing, so to avoid that any damage may occur during shipment, while the Vendor shall remain liable for any damage that can be traced back to inadequate packing.

5.3. The vendor shall remain liable for accidental loss or damage until the goods are actually delivered in the place agreed in the Order. If delivery inclusive of installation/assembly/maintenance services has been agreed, the risk of loss shall be transferred to the Purchaser after such installation /assembly /maintenance services have been completed and the goods delivered.

6. Breach of intellectual property rights.

The Vendor is responsible to ensure that goods and services supplied and their use do not breach any patent, copyright or other intellectual property right of third parties. The Vendor shall undertake to keep the Purchaser indemnified and harmless from any claims that may be raised by third parties in connection with the breach of intellectual property rights and from any burden or expense that may be required to prevent and/or settle such breaches.

7. Prices, invoices and payments.

7.1. The Vendor ensures that prices are in line with those applied to similar products on the market. Prices of products and services are as set out in the Purchase Order and shall be net, fixed and non-modifiable even in case of variations in the price of goods and services supplied and of labour costs that may take place until delivery of the goods or services. Save as otherwise agreed in writing between the Parties.

7.2. Invoices for supplies and services delivered shall be issued by the Vendor in the Purchaser's name, in compliance with the applicable tax laws. Said invoices shall include the full reference number stated in the Purchase Order and the progressive number of the Vendor's delivery note and other references that may be specifically required in the Order, if any. Invoices shall be consistent with the information stated in the Purchase Order as far as description of the goods, prices and quantities are concerned.

7.3. Settlement of invoices shall not constitute in itself acceptance of supplies.

8. Quality of supplies.

8.1. The Vendor is required to carry out delivery and perform the services set out in the Purchase Order with the utmost diligence and ability. Goods shall be of marketable quality, duly labelled, suitable for the intended use and compliant with all technical specifications set out in the Order or referred to in technical papers referred to in the Order (drawings/terms of contract, specifications/technical requirements, etc.)

8.2. The Vendor shall implement and ensure effective quality controls and shall give evidence thereof to the Purchaser, if so requested. The Vendor shall comply with a quality management system, such as EN ISO 9001 or similar, as may be requested by the Purchaser.

8.3. The Purchaser is entitled to implement tests and controls during the performance of the agreement by the Vendor. To this end, the Purchaser is thus entitled to inspect the Vendor's facilities during customary working hours, following due notice. Said controls will not release the Vendor from its contractual obligations.

9. Use of Sub-contractors.

The Vendor shall supply the goods and/or services referred to in the Purchase Order through its own business and may avail itself of sub-contractors with the prior written consent of the Purchaser and, even in such case, it shall remain liable to the Purchaser for all the activities performed by the Sub-contractor as if they were performed by the Vendor. If the Vendor originally intends to avail itself of Sub-contractors to fulfil its obligations under the agreement, it shall inform the Purchaser upon submission of the offer and shall undertake to cause the Sub-contractor to be bound by the provisions of these general terms and conditions and/or by the terms of the Purchase Orders, specifically as far as environment protection, safety, quality and confidentiality requirements are concerned.

10. Warranty and Liability.

10.1. The Vendor is required to deliver goods and services without defects, in accordance with the agreed specifications, and to ensure that they comply with any guaranteed characteristics. The Vendor specifically warrants that goods and services will be produced and/or performed by skilled personnel, in compliance with the Order and with top quality standards, and that they will bear the CE mark, if so required. The Vendor also represents that any information supplied in connection with the origin, whether preferential origin or not, and with safety requirements for international trade is true, and undertakes full liability therefor. If the Vendor is authorized to use sub-contractors, it undertakes to obtain similar statements from each of such sub-contractors.

10.2. Goods and/or services supplied by the Vendor are covered by a warranty against defects, lack of compliance and lack of the requirements provided under Sections 1490 and 1497 of the Italian Civil Code for a period of 12 months from delivery, as well as by the warranty of good operation provided under Section 1512 of the Italian Civil Code for a period of 24 months from delivery. Eventually, they are covered by all the warranties required by the law in connection with any specific characteristics of the delivered goods and services. The Vendor hereby acknowledges and accepts that the term to report faults and/or defects of goods and/or services supplied by it shall be 30 working days from discovery.

10.3. If the Vendor does not remedy to the faults and defects reported by the Purchaser immediately or in any case within a reasonable time, the Purchaser is authorised to take immediate steps, even through third parties, to remove any faults and/or defects, if a remedy is required as a matter of urgency and to avoid that more or greater damages occur, without this causing forfeiture of the Vendor's warranty on the goods and/or services supplied, and without prejudice to the right of recourse for any amounts that may have been advanced.

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10.4. Should the Purchaser incur any costs due to defects and/or lack of compliance of the goods and/or services supplied (by way of example and without limitation: costs of transport, shipment, processing, labour, assembly and disassembly, materials or costs for inspections, verifications or adjustments) such costs shall be charged to the Vendor, who shall also bear any other direct, indirect and/or consequential damage which may occur because of faults or defects of supplies and of any interventions required to remedy them.

10.5. If the Purchaser reports faults or defects of goods and/or services that are not promptly remedied by the Vendor, the Purchaser shall be entitled to suspend the relevant payments until the ground for such complaints has been assessed by a final judgment. The Vendor may not therefore take steps to recover its credit and no legal or default interest shall accrue on such unsettled amounts.

11. Insurance.

The Vendor shall execute and maintain, at its own expense, adequate insurance against the damages caused by its employees or persons they may instruct, including sub-contractors, who may be carrying out works at a facility or in the offices of the Purchaser in the name and/or on behalf of the Vendor. Evidence of such insurance shall be supplied upon request by the Purchaser.

12. Termination and termination clause.

12.1. The agreement may be terminated for just cause, without prior notice, if the Vendor seriously breaches the obligations thereunder and such breach is not remedied within 15 days of receipt of the relevant notice to comply.

12.2. The agreement shall also be automatically terminated in case of voluntary liquidation or closure of the Vendor's business. The Purchaser hereby reserves the right to terminate the agreement for default or cause of the Vendor and without prior notice, pursuant to and for the purposes of Section 1456 of the Italian Civil Code, if the Vendor breaches the principles and provisions of the Organisation Model and/or of Code of Ethics of the Purchaser, as provided in paragraph 15 below.

12.3. If the agreement is terminated for any reasons, the Vendor shall deliver to the Purchaser all documents, designs, drawings and other materials or goods purchased under the agreement and/or during the execution thereof, without delay. They shall also remove their facilities and equipment at their own expense and within the shortest time possible. If the Vendor does not comply, the Purchaser may proceed directly or entrust third parties and charge the relevant costs to the Vendor.

13. Documents, Confidentiality and Right of Use.

13.1. Each model, sample, drawing, data, material or document supplied to the Vendor by the Purchaser shall remain the ownership of the latter and shall be returned to it upon its request at any time. The Vendor may not exercise any right of lien over such materials, and shall undertake to comply with the right of ownership of the Purchaser at any time. It is also expressly agreed that such materials may not be reproduced or used by third parties but shall be used by the Vendor to complete the purchase orders placed by the Purchaser only.

13.2. The Vendor hereby undertakes not to disclose the business relationship with the Purchaser without the express written approval of the latter. The Vendor further undertakes to keep all technical, commercial and other information directly or indirectly obtained under the agreement confidential, and specifically the information contained in the Documents supplied by the Purchaser, which shall be treated as "Confidential Information". The Vendor shall not be entitled to use such Confidential Information for commercial purposes, to make it subject to intellectual property rights, to transfer it or make it howsoever available to third parties or to use it other than for the fulfilment of the agreement, unless such disclosure is required by law or by a court order. Said confidentiality covenant shall still bind the Vendor after the agreement has expired/is terminated. This confidentiality covenant shall not be extended to the information that may be known to the Vendor before the Purchaser has disclosed it or that may be legitimately of public domain or has been legally obtained from third parties. The Vendor shall further ensure that its employees or persons acting on its behalf be bound by the covenant hereunder and are required to comply with the confidentiality requirements in accordance with the terms of these General Terms and Conditions of Purchase, even by virtue of appropriate contractual agreements. The Vendor shall expressly undertake to implement all measures as may be appropriate and required for the effective protection of the Confidentiality Information against the risk of loss or unauthorized access at any time, even, specifically, by installing and maintaining adequate protection systems for facilities, data banks, IT systems, data collection systems and information collection systems as far as Confidential Information are concerned in particular, and informing and training its personnel and other consultants who may be authorized to access such systems and Confidential Information.

13.3. The Vendor shall grant to the Purchaser, for no consideration, transferrable rights of use of projects, drawings, graphics, calculations and any other document regarding the performance of the Purchase Order recorded on audio / video supports, on the Internet and on any other data storage media, free from place, content and time obligations. Said information (hereinafter the "Works Results") may be arranged by the Vendor or by third parties in

accordance with its instructions.

14. Spare parts.

The Vendor hereby guarantees to the Purchaser to procure spare parts and technical servicing in relation to the original Purchase Order for a period of ten years from delivery.

15. Statement pursuant to Italian Legislative Decree no. 231/2001.

15.1. The Vendor acknowledges that the Purchaser has implemented an Organisation, Management and Control Model in compliance with Italian Legislative Decree no. 231/2001, as subsequently amended and supplemented (hereinafter "Organisation Model").

15.2. The Vendor further confirms that it is fully aware of the Organisation Model and of Code of Ethics applied by the Purchaser (both can be accessed at www.habasit.it) and that it undertakes to comply with the provisions therein and to accept that its failure to comply with the Organisation Model and the Code of Ethics of the Purchaser will constitute a serious breach of the Purchase Order that may cause the termination of the agreement by law as provided under 12.2 above.

16. Compliance with the applicable laws.

16.1. The Vendor hereby undertakes and guarantees that the production of goods and performance of services related to the completion of individual Purchase Orders will comply with all regulations applicable in the industry and with the laws concerning health and safety at work (Italian Legislative Decree no. 81/2008, as subsequently amended and supplemented). The Vendor hereby ensures that contractual, remuneration, social security and insurance obligations related to its personnel shall be duly complied with, and undertakes any other liability concerning damages or injuries caused to its personnel while performing their services, and further undertakes to pay withholding taxes on employment income as due by the terms provided by the law and to comply with any other tax, remuneration and social security requirements.

16.2. The Vendor shall further undertake to execute the insurance policies provided under 11 above as well as the third party liability insurance concerning individuals and things, which shall provide for an adequate limit of liability and be entered into with leading insurance companies. The Vendor eventually undertakes to strictly comply with the laws concerning environment protection and waste disposal management in force.

16.3. For the purpose of the above provisions and to the extent the performance of the Purchase Order may constitute a contract relationship, the Purchaser shall be entitled to request from the Vendor valid and updated documents confirming that the above obligations have been fulfilled at any time, including, without limitation, the updated certification of labour compliance (DURC) and the guarantee certifications they may own. It is further understood that, in case of sub-contract and if so expressly authorised by the Purchaser, the Vendor shall be required to supply the same documents in connection with each of its sub-contractors.

17. Applicable law.

Italian laws shall govern the contractual relationships arising from the performance of the Purchase Order.

18. Competent court.

The Parties shall exclusively submit any dispute that may arise from the interpretation, application or performance of these General Terms and Conditions of Purchase to the Court of Milan, any other competing court being excluded.

The Purchaser

The Vendor

Habasit Italiana S.p

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Pursuant to and for the purposes of Sections 1341 and 1342 of the Italian Civil Code, the Vendor hereby declares that it expressly acknowledges and approves the following clauses:

2) Orders and prohibition to assign; 3) Delivery terms and right to terminate the agreement; 9) Use of Sub-contractors; 10) Warranty and liability; 12) Termination clause; 18) Competent court.

The Vendor

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