

# PORTASOLUTIONS

## *General supply conditions*

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## 1. Subject matter and scope

1.1 These conditions ("General Supply Conditions") can be applied to every purchase order ("Order") of products ("Products") and/or services ("Services") by the Italian company Porta Solutions S.p.A. that fills an Order ("Purchaser") in case the parties did not sign any contract or any other written agreement of the same purpose relative to the subject of the Order and these conditions have to be considered accepted by the supplier ("Supplier") that accepts or processes the Order. These General Conditions can be modified by particular conditions ("Particular Conditions") specifically mentioned in an Order. Unless the General Conditions have been specifically modified by Particular Conditions, the General Conditions exclude the application of any other conditions contained in the possible quotation of the Supplier, in the Order acceptance or in any other document. No other document issued by the Supplier after the receipt of the Purchaser's Order and that can be interpreted as a counteroffer has to be considered binding for the Purchaser. The supply conditions are meant to be accepted if the supplier does not challenge them by a recorded delivery letter within 15 days after the date of the order.

1.2 The Orders, the Contracts (as defined later) and the supply of Services and/or Products by the Supplier are regulated (except for what differently and specifically agreed in the Particular Conditions), in this sequence of priority, by the following documents: (i) Particular Conditions; (ii) General Conditions; (iii) any document specifically inserted with reference to the Particular Conditions including, by pure way of an example and not exhaustive, any particular instruction (technical documentation, quality assurance, safety) (together the "Conditions"); (iv) commercial quotation of the Supplier that has been accepted in writing by the Purchaser and that is not in conflict with the Conditions.

1.3 The Supplier is supposed to have read and understood all the Conditions and that he is responsible of his own evaluation about the doubts and risks as well as about any potential difficulty that he can meet with the supply of the Services or with the delivery of the Products. In addition the supplier undertakes to request and verify all documents or technical information which is necessary for the fulfilment of the obligations at his charge according to the Order.

1.4 An Order represents a quotation of the Purchaser for the purchase of Services and/or Products from the Supplier. The Order has to be considered accepted (i) at the moment of its written acceptance by the Supplier or, if earlier, (ii) when the Supplier carries out an action that can be reasonably assumed as an Order. The contract ("Contract") is finalized in the date when the Order has to be considered accepted.

1.5 The Purchaser declines all responsibility for the given Services or for the Products delivered by the Supplier in case these Services or Products are not supplied according to an Order regularly approved by the Purchaser or by his duly authorised employee.

1.6 The Supplier has to make sure that the Order number of the Purchaser is indicated on every letter, invoice, delivery note or any other written communication concerning the Order. The Purchaser must not negotiate any invoice or answer to any communication which does not indicate the Order number.

1.7 No modification of the Order by the Supplier will be binding for the Purchaser without his previous written approval.

## 2. Capacity and duties of Supplier

2.1 The Supplier declares and grants to possess (i) the means, the resources and the technical competences in order to grant the best available

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quality of Services and Products, (ii) the financial competence and the human resources necessary to draw up the Contract without risks of interruptions or delays and (iii) all the necessary permits, authorizations, rights and approvals for the supply of Services and/or Products.

2.2 The Supplier declares and grants that he will supply the Services and/or Products with the duty of the result and in compliance with the conditions of the Contract including, by pure way of an example and not exhaustive, the conditions and the specifications of the Order, following in particular the quantities and the quality of the Products, the supply and delivery times/dates indicated in the Order.

2.3 The Supplier declares and grants that the Services and/or the Products, which he supplies to the Purchaser, are fit for purpose and use which they are destined to and are in compliance with every law or applicable regulation.

2.4 The Supplier does not have to subcontract nobody or any part of the obligations at his charge by the Order or by the Contract without a previous written approval of the Purchaser. The previous written approval of the Purchaser has to be got for every subcontractor as well as for the payment conditions of every subcontractor. In spite of the appointment of an authorised subcontractor, the Supplier is fully responsible of the supply of the Services and/or Products and the approval does not reduce or influence in any way the obligations of the Supplier arranged by a particular Contract.

2.5 The Supplier is the only responsible of the supervision and management of his own agents, representatives and authorised subcontractors. The agents, representatives, employees and subcontractors which are authorised by the Supplier are exclusively under control, authority and management of the Supplier.

2.6 The Supplier has to grant that his own personnel and the personnel of any authorised subcontractor respects all the policies,

regulations and applicable laws concerning health, environment and safety inside the rooms of the Purchaser and any other room which he access to or that will be used under the power of a particular Contract. In any case the Purchaser cannot be considered as responsible of any accident due to failure to comply with these policies, regulations and/or laws.

2.7 During the whole completion of a Contract, the Supplier will have to fulfil all the obligations which he is legally bound to under the law 196/03 about privacy.

## 3. Realization

3.1 The Supplier grants that the Products and/or Services have all the quality requirements specified in the Order or differently communicated to the Supplier by the Purchaser. With a reasonable prior notice the Purchaser can inspection as much as he likes the rooms of the Supplier in order to verify the observance of the Conditions being understood that this inspection does not exclude or limit in any way the responsibility of the Supplier.

3.2 The Supplier will supply the Services and every relative element and/or will deliver the Products by the dates and terms agreed in a particular Order or differently agreed in writing by the Purchaser. The Supplier will promptly inform the Purchaser of any event that can weight negatively upon the dates and times agreed for the supply of Services and/or the delivery of Products.

3.3 Except for what differently indicated in the Particular Conditions, the Supplier will deliver the Products and give the Services and every relative element in the location agreed in writing between the parties and will shoulder all risks and delivery expenses including, by pure way of an example and not exhaustive, all the customs clearance expenses being understood that except for what differently agreed in writing by the Purchaser, the Purchaser does not accept any

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margin for the ordered Product quantities. The right of ownership of the Products will pass to the Purchaser at the moment of the delivery.

3.4 In case the Services and/or Products are not in compliance with the specifications of an Order or are in some way faulty, the Purchaser can refuse to accept the Services and/or Products in question or can reserve the right to accept them or can accept them with a reduction of price proposed by the Purchaser himself. If the Purchaser refuses to accept the faulty or unlike Products and/or Services, the Supplier will have to supply again or repair or replace as soon as possible the Services and/or Products in question by choice of the Purchaser and without costs for the Purchaser by refunding him the expenses and without any prejudice for any other rights.

3.5 The Supplier declares and grants that the Services and the Products will be in compliance with all the specifications included in a particular Order or differently communicated to the Supplier by the Purchaser, they will not have material and production faults and can be used in normal conditions.

3.6 None of the parties can be considered defaulting or responsible to the other party for the non-fulfilment or the late fulfilment of any of its contractual duties. In case this non-fulfilment or late fulfilment can be referred to an event that can be considered as an accidental case or force majeure according to the interpretation of the Italian law. In these cases the execution term will be postponed of a reasonable period that considers the effects of the cause of the non-fulfilment or of the late fulfilment or the Contract can be rescinded if this cause continues for a period of more than two months. However it is agreed that the defaulting party will have to (i) promptly inform in writing the other one about the event and the way in which the event does not allow to fulfil its duties and (ii) work in a reasonable commercial way in order to restart the commission as soon as it is reasonably possible.

3.7 The Purchaser and his customer can verify the manufacturing process at the supplier and have the right to visit eventual subcontractors.

## 4. Delivery

4.1 In case of anticipated deliveries than the terms estimated in the order, the payment terms will start from the date of delivery date estimated in the order itself.

4.2 If the delivered quantities are more than the supplying order, the purchase office can accept or not the excess quantity.

4.3 Materials without delivery note with date, description, and quantity of the delivered goods, order number and part codes will not be accepted.

4.4 The good always travels at risk of the supplier even if it is delivered by carriage forward. Anyway the damages of the goods caused by carelessness of the carrier or by inappropriate packing will be at your charge.

4.5 Penalty for late delivery. In case the supplier cannot deliver the goods by the term agreed in the order, he has to communicate this before the requested delivery. If this communication misses, it will be applied a penalty of 1% on the value of the goods. Other penalties on the delivery time could be agreed at the moment of the order.

## 5. Quality

5.1 Every beginning of supply of a new part has necessarily to be preceded by a sampling that has to be delivered at the acceptance run-off together with a technical report or certificate. The supply cannot start without the written approval by the purchaser. The payment of eventual equipments is subjected to the positive result of the approval sampling.

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5.2 The requests of exceptions have to be forwarded to the quality control with the indication of quantities, anomalies, causes and corrective actions. Any delivery cannot be carried out without a written answer by the quality control.

5.3 In case of non-overcoming of the acceptance run-off and at the same time it is necessary a prompt replacement of the goods and this is not possible, all the expenses for the readjustment of the goods according to our requirements will be charged to the supplier. Anyway it is agreed that all the expenses met in case of return of the goods are at charge of the supplier.

5.4 In case the goods are accepted by our "Run-off dept." but pending due to an additional qualitative and quantitative check, we reserve a term of 15 days in order to carry out the check. By notification of the non-conformity the text of the article 1495 of C.C. is not valid.

5.5 In case of non-fulfilment of any of the supply conditions, we will have the right to keep the due amounts for any reason in defence of the damage and waiting for the resolution of the dispute.

5.6 Each non-conformity of the supplied products will be notified and forwarded through documentation with indication of causes, analysis of the causes, treatment and corrective actions.

5.7 The documentation is part and parcel of the order. When especially requested in the order, the supplier has to give all requested documentation. Material certifications 3.1, test report 2.2, manuals of the machines in Italian and English, declarations of incorporation and conformity will have to be delivered with the material. If the supplier would not fulfil what specifically requested, Porta Solutions S.p.A. reserves not to proceed with the payment of the goods.

5.8 The moving, storage and packing of parts have to conserve intact the features of the product.

5.9 The ordinary maintenance of the equipments on loan is at charge of the user while the extraordinary maintenance (if due to carelessness or infringement) is subjected to the agreements between the purchaser and the buyer.

## 6. Price - Billing - Payment

6.1 The price agreed during the transmission of the Order ("Price") excludes any value-added tax ("VAT") and, except what differently agreed in writing between the parties, it cannot be modified. Except for what differently provided for by the law, the VAT will be added according to the laws and to the relevant regulations in force. The Price includes all the services requested to the Supplier for the execution of a Contract and all the expenses, duties, outlays and the taxes except for the VAT. The Purchaser reserves the right to ask to the Supplier for a warranty and/or for partially refusing the payment in order to grant the filling of an order.

6.2 Except for what differently agreed in the Particular Conditions, the Price will be invoiced after the complete filling of the Order by satisfaction of the Purchaser. In case the payment is not related to a particular step of the Order, the balance of the relative invoice will be subjected to the completion of that step according to the conditions agreed by the Purchaser for that billing. Without preliminary written approval of the Purchaser, any addition of Price cannot be invoiced. The address and currency billing will have to be indicated in every Order. In case of part or non-filling of an Order and without prejudice for any other right of the Purchaser provided for a particular Order, the Price will be paid by the Supplier proportionately to the Services or Products supplied according to the conditions of the Order. Alternatively the Purchaser can ask if this is the case that any part of the Price already paid by the Supplier will be immediately refunded him.

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6.3 All correct invoices will have to be paid by the agreed time. The delays in payment that the Purchaser does not justify will be treated according to law 231/02 about delays in payment. The Purchaser can compensate every amount due to the Supplier with the amounts that the Supplier owes to him without limiting any other right or remedy.

## 7. Privacy

7.1 The Supplier will keep with maximum privacy any information reserved to the Purchaser (in any way this is registered, preserved or communicated) of economic or technical or commercial origin, concerning in addition the Purchaser, its activities or the subject of the Order and/or Contract ("Reserved Information").

7.2 The Supplier does not have to use this Reserved Information for other purposes than the duties agreed in a particular Order or Contract.

7.3 The Supplier can communicate this Reserved Information to his employees, executives or authorised subcontractors only if this is necessary for the realization of an Order or Contract and has to cause that his employees, executives or authorised subcontractors to whom he communicates the Reserved Information are subjected to privacy and non-use obligations which are not less important than the ones included in the Conditions and that they use the Reserved Information only to fulfil their obligations according to a particular Order or Contract.

7.4 The Reserved Information do not include the information that, according to what proved by the Supplier through written documents, at the moment of their communication: (i) were already public or were legally got by other origins that were not obliged to observe the privacy or (ii) that the Supplier already legally had.

7.5 Except for what differently decided by any laws or regulations, the Supplier cannot proceed with any public disclosure of the Reserved Information without a prior approval of the Purchaser.

7.6 The dispositions of the present article 6 remain in effect for the period of five (5) years after the end of the relative Contract apart from the date or cause of the termination.

## 8. Intellectual property rights

8.1 All materials, equipments, tools, drawings, specifications and data supplied by the Supplier to the Purchaser ("Pre-existing Material") and all the rights on the Pre-existing Material are and remain exclusive property of the Purchaser and have to be returned upon request of the Purchaser or at completion or at dissolution of a particular Contract.

8.2 Unless the Supplier received a preliminary written approval of the Purchaser, he commits himself not to use in any way the Reserved Information of the Purchaser and the name or the logo of the Purchaser Porta Solutions S.p.A. as commercial reference and in any publishing.

8.3 Starting from the moment of their creation, the Supplier gives to the Purchaser, for Italy and other Countries, by granting the full property and absence of rights of third parties, any Rights on the Intellectual Property, as defined on every documents, elements, Products or materials that has to be supplied by the Supplier or by his employees, executives or authorised subcontractors according to the Services in any way such as, by pure way of an example and not exhaustive, data, reports and specifications. The cost of the dissolution of the rights is included in the Price. The Purchaser can consequently and without any additional cost, use, reproduce or adapt freely all these documents, elements, Products and materials and the Supplier cannot in any case use these documents, elements, Products and materials later without the prior

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written approval of the Purchaser. This assignment includes all fields (Internet included) and is effective for the whole period of Intellectual Property Rights protection agreed by the law. In the present article the Intellectual Property Rights are meant to be patents, rights on inventions, utility models, royalties, trademarks, service marks, commercial, company and domain names, rights on design, rights on software, rights on database, topographic rights, rights on reserved information (know-how and industrial secrets included) and any other intellectual property right both if it is registered or not, included all the relative questions to these rights, the renewals or the extensions of these rights and all the rights or similar or equal protection forms in any part of the world.

8.4 The Supplier grants to have the full and free property right without loading on all Products and elements supplied to the Purchaser and that he has the full and unlimited right to give them to the Purchaser at the delivery date of these Product and elements.

8.5 If the materials or documents supplied as part of Services and/or Products are property of the Supplier or third parties that has the right of use and/or diffusion, the Supplier will give to the Purchaser a not exclusive, irrevocable and permanent licence (or a sub-licence) for the use of these methods or documents according to the Service and/or Products.

8.6 In case of dissolution of an Order or Contract, independently from the reason of the dissolution, the Supplier commits himself to deliver to the Purchaser by ten (10) days after the date of Order or Contract dissolution all the elements and documents produced according to the Order or Contract without being necessary for the Purchaser to make any requests.

## 9. Resolution – Interruption – Cancellation

9.1 Except for what differently agreed in possible Particular Conditions, the Purchaser can: (i) cancel all or part of an Order or Contract before the beginning of its realisation by the Supplier or (ii) ask the Supplier to interrupt the realisation of an Order or Contract without the Supplier to have the right to claim any payment or compensation of any type.

9.2 Without prejudice for any other right or remedy a party can immediately rescind a Contract without responsibility to the other party giving a prior notice to this last one (i) in case the other party does not fulfil any condition of the Contract and (if the non-fulfilment is remediable) does not remedy this non-fulfilment by ten (10) working days after the written communication of non-fulfilment; (ii) in case of insolvency of the other party, of transfer to creditors or of the beginning of the bankruptcy proceedings by another party or against it; (iii) in case an event qualifiable as a chance or force majeure lasts more than two (2) months; (iv) in case the other party interrupts or stops the entire or an essential part of its activity.

9.3 The application of article 7.2 does not invalidate the right of the parties to claim any damage compensations that they can request.

9.4 The earlier rescission of a Contract for any reason by the Purchaser does not have any effects on any other Order forwarded by the Purchase to the Supplier and on any other current Contract.

## 10. Applicable law

10.1 The Conditions, the Contract and the Order as defined in the present act, are regulated by the Italian law.

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10.2 The interpretation, validity and realisation of all Orders and all Contracts are regulated by the Italian law and if would not be possible to solve out-of-court any claiming or dispute due to them, the jurisdiction of Brescia (Italy) will be exceptionally the place of jurisdiction also in case of summary proceedings or petition of third party or in case of more defendants.

11.5 Who is not contracting party of the Conditions does not have any right in virtue of them or in relation to them.

## 12. Disputes

12.1 For any dispute the jurisdiction of Brescia is competent.

## 11. General provisions

11.1 The total or partial invalidity or inapplicability of any disposition of the present document does not invalidate the validity or applicability of this disposition for any other purpose either the other dispositions of the present document.

11.2 Any Order or Contract and/or part of it can be given completely or partially to the Supplier without prior written approval of the Purchaser. In case the Supplier gives an Order or Contract and/or any part of it without the consent of the Purchaser, the Supplier is still personally responsible to the Purchaser and to third parties. The Purchaser can give an Order or Contract or any part of it to any natural person, company or firm.

11.3 The possible tolerance of behaviours of the other part introduced in violation of the dispositions of the Conditions won't constitute a renunciation either to the rights coming from the broken dispositions or to the right of requiring a rigorous fulfilment of all terms and conditions according to the Conditions.

11.4 The parties agree that no disposition of an Order or Contract can create any obligation of the Purchaser to transmit any future order to the Supplier. In addition, no disposition of an Order or Contract aims at constituting or it is assumed that it does not constitute any society, joint venture or agency relationship between the parties or aims at authorizing or it is assumed that authorizes to take any commitment on behalf of the other party.

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