

## GENERAL CONDITIONS OF SALE OF ACAL BFI ITALY S.r.l.

### 1. Effectiveness of these general conditions of supply.

All Supplier supply contracts stipulated at - and exclusively at - these general conditions of supply (unless expressly agreed by the Supplier, whose validity is limited to the contract for which it was agreed). It is however excluded that any other or different general condition can regulate this contract. The conferment of the order by the Customer implies full acceptance of these general conditions of supply. However, the receipt by the customer of the products delivered by the Supplier (receipt that the Client delegates any of its employees to make and certify on his behalf) and/or even partial payment by the Customer of the products, will constitute acceptance by the same present general conditions of Supply.

### 2. Training and completion of the contract.

The Supplier's offer does not constitute a contract proposal pursuant to art. 1326 c.c. and it is therefore in no way binding for it, but has a purely indicative nature about the willingness to offer the products and the current prices when the offer is sent. Any order of the Customer - even if it conforms to the Supplier's offer - is not binding on the latter, if it is not accepted by the latter in writing. The contract is concluded when the Customer receives the order confirmation from the Supplier and there is total correspondence between the order and the confirmation. If, however, the order confirmation is not entirely in compliance with the order, the contract is concluded only when the Supplier receives a copy of its order confirmation duly signed for acceptance by the Customer. If an advance payment is made on the price to be paid upon ordering, the contract is not intended to be finalized until the advance is paid. If the order is issued by branches, agents or other intermediaries of the Supplier, it is always meant to be approved by the Supplier and therefore in any case the contract is perfected only with the order confirmation of the Supplier.

### 3. Technical characteristics.

Weights, dimensions and illustrations of the products are intended as indicative and not binding by the Supplier and the Supplier is not responsible for damages deriving from errors or omissions of such technical data. All the products correspond essentially to the technical characteristics indicated in the technical documentation of the Supplier and / or the manufacturer provided in the order confirmation. The Supplier reserves the right to make all modifications to materials and manufacturing methods that do not alter the essential characteristics of the product, even during the supply. The Supplier reserves the right to replace the current production items with other equivalents.



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Società soggetta all'attività di direzione e coordinamento di DiscoverIE Group plc

**4. Warranty.**

The Supplier's warranty is limited to the reimbursement of the price of the products made to the Customer, at his discretion to repair or free replacement of any product, affection result, within twelve months from the delivery date, exhaustively for the Supplier, from defects due to error by the manufacturer in the design, or dependent on the materials used or related to the workings, provided that the products have been used and stored in accordance with the general or special, environmental, warehousing or use indications given by the Supplier and have not been mishandled, improperly installed or repaired by others than the Supplier. Any other liability on the part of the Supplier provided by law or otherwise resulting express or implicit is absolutely excluded. If the Supplier has manufactured the products according to the Customer's design, the Supplier has no responsibility for design errors, which remain the sole responsibility of the Customer. In the case of products not manufactured by the Supplier, and if the liability of the said third party to the Supplier is less than the aforementioned warranty, the liability of the aforementioned Supplier may in no case be greater than the same. The products, according to this warranty, will be delivered to the Supplier's warehouse at the Customer's expense. The returned products, based on this warranty and non-defective results, will be returned to the Customer at his expense and subject to a charge of 10% of the invoice amount for testing, packaging and other costs incurred by the Supplier. The Supplier is exempted and will be held unharmed by the Customer from any contractual or extra-contractual liability for any direct or indirect damage resulting from the supply, use of the products, their repairs or replacements. This warranty is granted only to the Customer with the exclusion of any Customer of the same or of any user of the products. The deadline for the repair or replacement of defective products will be agreed between Supplier and Customer and will be indicative only. Any complaint of defects must be made by the Customer to the Supplier in writing, within eight days from receipt of the products, in case of apparent defects or from the discovery of the defect, in case of hidden defects and in any case not more than one year from delivery. The Customer does not have the right to make protests for defects, delays or any other breach of the Supplier, if he has not proceeded to pay the relative products according to the appropriate contractual deadlines. The shipment of any product, allegedly defective, from the Customer to the Supplier will be carried out at the Customer's risk. The repaired or replacement products will be shipped to the Customer at the risk of the Supplier. Any disputes relating to a shipment will have no effect on the rest of the supply. The products replaced by the Supplier will become the property of the same.

**5. Export control**

The sale, resale or other disposition of certain Goods and related technologies or documentation may be subject to the laws, regulations and provisions for the control of exports by the Italian Government and may also be subject to laws, regulations and provisions for the control of exports. and/or imports from other countries. The Customer undertakes to comply with all these laws, regulations and provisions and acknowledges not to export, directly or indirectly, any goods to any country in which such export or transmission is limited or prohibited. Customer acknowledges its responsibility to obtain any export, re-export or import license that may be required.

**6. Confidentiality Agreement - Anti-Corruption / Bribery - Conflict of interest.**

The Customer undertakes to maintain the confidentiality of the information with which he has come into contact, for the entire duration of the Contract, undertakes not to use such information for his own purposes and without the written consent of the Company, undertakes not to disclose to Third parties any information of a confidential nature concerning the Supplier and the goods supplied by him, unless such information is in the public domain.

The Customer undertakes to comply with all the Italian and other current legislation on corruption, extortion and conflict of interest, including the guarantee to put in place adequate procedures to comply with these laws, together with every reasonable effort to ensure that all its employees, third parties associated with them and subcontractors, involved in this Agreement, behave in accordance with these rules.

## **7. Terms of delivery.**

Any agreed delivery time is purely indicative and depends both on the production possibilities of the Supplier and the manufacturers, and on force majeure events such as strikes by the Supplier's staff, manufacturers, customs, post offices, carriers, shippers etc. from measures by authorities, natural disasters and so on. The delivery terms refer to the date of receipt of any technical data and advance payments. For the purposes of calculating the terms of delivery, there are five working days per week, excluding mid-week holidays. In no case and for any reason the Supplier is responsible for any direct or indirect damage caused by non-timely deliveries. The terms of delivery are in any case suspended if the Customer, after the closing of the contract, makes changes to the order that are accepted by the Supplier. The Supplier shall not have any responsibility in the event of non-delivery or delayed delivery with respect to the expected date or non-fulfilment of any other obligation provided for in the contract due to wars, riots, mobilizations, requisitions of materials, plants or workforce, measures by the authorities, currency restrictions, energy reductions, fires, labour disputes, difficulties in procuring materials, failures of suppliers or sub-suppliers and any other circumstance independent of the will of the Supplier. In case of non-timely delivery, the Customer is obliged to accept the execution of the contract. If the shipment or delivery after the expiry of the expected delivery time is delayed due to facts or omissions of the Customer, the Supplier shall have the right to charge the Customer 1% per month on the invoice amount, in addition to any interest of delay, for storage costs and storage will be carried out at the Customer's risk. The Supplier will have the right to make partial deliveries.

## **8. Place of delivery - shipping - risks.**

Except as otherwise established, the Supplier supplies the products ex-warehouse, by delivering them to the Customer, a person in charge thereof or a Carrier designated by the Customer or - in default of such indication - chosen by the Supplier on behalf of the Customer. The Supplier will have no responsibility, in this case, for the choice of the Carrier or forwarder. Any responsibility of the Supplier for the supplied products ceases with the load of the same carried out by the Customer, by his representatives, by carriers, shippers or by anyone else on behalf of the Customer. The products always travel at the expense of the customer. The risks of loss and damage of products during transport are always charged to the customer even if the transport is agreed upon by the Supplier, or the latter instructs the Carrier or shipper on behalf of the Customer and / or carries out or anticipates payment. Unless otherwise specified by the Customer, the products are not covered by the Supplier against the risks of transport. Unless otherwise agreed, packaging is not accepted. The Customer is obliged to check the products and report the damage before accepting the delivery by the Carrier and sign the delivery note for receipt. Any damage must be indicated on the delivery note. If it is not possible to check at the time of delivery, the Customer must sign the delivery note after affixing the words "subject to control" and communicate the damage to the Carrier, with a copy to the Supplier, by registered letter, as soon as known and in any case within 8 days of receipt. Within this period, the Customer must notify the Carrier by registered letter, and in copy to the Supplier, of partial losses and unrecognized failures at the time of delivery. In the absence of such fulfilment, the Customer will lose any right even towards the Supplier. No return of the products is allowed except with the prior written consent of the Supplier. In all cases of return of the products, they travel at the exclusive risk and expense of the customer.

## **9. Prices.**

Prices, and all other terms of supply, do not bind the Supplier in the event of a change in the quantity to be supplied. The price refers to products delivered ex warehouse of the Supplier and does not include packaging, transport, VAT, duties, insurance, taxes and other expenses. The supply price is also subject to the normal receipt of raw materials by the Supplier and / or the manufacturers.

The price of the Goods shall be the price set out in the Order Acknowledgement.

Company may, at any time, increase the price of the Goods and related services to reflect any increase in costs that is due to:

- (a) any factor beyond the Company's reasonable control (including foreign exchange fluctuations, currency regulations, increases or imposition in taxes and duties, and increases in labour, materials, freight, shipping or other manufacturing related costs);
- (b) any request by the Customer to change the delivery date(s), quantities and/or types of Goods ordered, and/or their specification; and/or
- (c) any delay caused by instructions of the Customer and/or failure of the Customer to give the Company adequate or accurate information or instructions.

Any claim by the Customer or dispute arising from a supply does not entitle the Customer to suspend or delay any payment.

**10. Payment conditions.**

Payment must be made exclusively at the Supplier's Cashier. Payments must be made according to the methods expressed in the header of the order confirmation. Unauthorized discounts are not allowed. In case of acceptance of payment of bills of exchange, this form of payment does not move the place of payment above. If the sale is carried out by means of split deliveries, each delivery can be invoiced by the Supplier and must be paid by the Customer, separately within 30 days. From the date of issuance of the relevant invoice of the Supplier or within the different term referred to in the eventual derogation referred to above. In case of delayed payment, the interests of late payment will start in favour of the Supplier according to the provisions of Legislative Decree No. 231/2002 approved by the Council of Ministers on 29/09/2002, including the payment of a penalty of 6% on annual basis.

**11. Suspension of deliveries.**

The Supplier has the right to suspend deliveries if the Customer does not even make a single payment at the agreed deadline, or either fails to comply with other supply contracts or in general to any other obligation or after the conclusion of the contract the Customer's economic conditions change, as well as in case of protest of checks or bills of exchange charged to the Customer or in case of execution on the assets of the same, or pledge or mortgage of the Customer's assets, made with the consent of the same or based on the provision of authority judicial, or in the event of a claim for bankruptcy filed against the Client, or any proposal for an arrangement, request for controlled administration or similar procedure or in case of termination by the same of his business.

**12. Termination of contract.**

Should any of the cases referred to in the preceding paragraph occur and in any case of breach of contract, the Supplier shall be entitled - at its discretion - to terminate the contract at any time with immediate effect or to request immediate payment in cash, by communication from send to the customer by registered letter with acknowledgment of receipt. The Supplier reserves the right to accept the Customer's requests to terminate a contract of supply already concluded, provided that the Supplier receives payment of the amount established by him as reimbursement of his own expenses and indemnity.

**13 .Cancellation and/or amendment of order.**

Subject to condition of second point, the Supplier shall only accept cancellation of orders upon receipt of an undertaking that the Customer will pay those costs arising out of the cancellation (which costs shall be determined by the Company and calculated with reference to the length of time between the cancellation date and the due delivery date and will include the total loss suffered by the Company).

Goods subject to Special Orders (i.e. CUSTOM goods ad hoc manufactured for the Customer) cannot be cancelled and the relevant Goods shall be delivered to the Customer. Payment of the full price for the relevant Goods shall be made from the Customer to the Supplier in accordance with already agreed conditions, notwithstanding any notice from the Customer cancelling or purporting to cancel a Special Order.

The Customer shall indemnify and keep indemnified the Supplier against any loss, liability or expense whether arising directly or indirectly by virtue of any act, omission or default on the part of the Customer in connection with this provision.

In the event of any amendment(s) to an order, this must be authorised by the Supplier in writing and a minimum notice period of 7 days must be given.

**14. Disclaimer.**

By stipulating the contract, the Customer assumes the responsibility of being aware of all the legal limitations and safety regulations concerning the use of the products ordered.

**15. Industrial Property.**

The supply of products manufactured on design and technology provided by the Customer and its publication of any information or technical data relating to the same does not impose on the Supplier the assumption of responsibility for the violation of rights for the industrial property of third parties. As for the products manufactured by the Supplier or its suppliers on their own design or technology, the Customer assumes the obligation to ascertain that in their use are not infringed industrial property rights of third parties and assumes at its own expense any burden arising from possible violations. Therefore, in both cases, the Customer will indemnify the Supplier and its suppliers against any violation or claim of patent or utility models or other rights.

**16. Tolerances in quantities.**

The Supplier has the right to deliver and invoice a greater or lesser quantity of the order, up to a maximum of 5%.

**17. Testing.**

All normal production items are tested by the Supplier or in any case by the manufacturer before delivery according to their testing procedures. Any testing by the Customer must be carried out with the same procedures within the term of thirty days from receipt. After this deadline the products will be considered accepted.

**18. American regulation.**

The goods indicated in the order have been authorized by the US Government for destination Italy. Provisions contrary to American law are prohibited.

**19. Disputes.**

The Milan Judicial Authority is exclusively responsible for any dispute between Supplier and Customer.