1. SCOPE OF APPLICATION
These general conditions of purchase (the "Conditions") form an integral part of all contracts the subject matter of which is a Supply, and in case of any discrepancy between these Conditions and any other document exchanged between the Purchaser and the Supplier, in the Supplier's current account at the date of delivery of the Supply, unless otherwise reflected in a new document.

In any event, any general conditions of the Supplier shall not apply, even partially, unless specifically approved in writing by the Purchaser.

2. CANCELLATION OF ORDER/DATE OF DELIVERY
Unless otherwise requested in writing by the Purchaser, the Purchaser's order shall be deemed accepted if it is not expressly refused within seven days following receipt thereof. Unless the terms of this article are specified in the contract (the "Supplier") at its sole discretion and at any given time: (a) each contract for supplies made between the Purchaser and the Supplier (the "Parties") shall enter into force subject to the Supplier having returned these Conditions to the Purchaser duly stamped and signed. The signatures shall be of a legal representative or a person duly authorised by the Supplier who has the requisite powers and the capacity to carry out any actions with regard to the document the Supplier will be required to carry out any check in relation thereto; and, in any event, (b) if within twenty (20) days of the date of the Purchaser's order (unless otherwise indicated by the latter) the Supplier has not expressly accepted the order and these Conditions have not been notified to the Purchaser, the order shall be deemed to have been cancelled by the Supplier as indicated above (in the event that they have not been previously signed), then the Purchaser shall be free from any obligation in relation thereto.

3. DOCUMENTATION
The material and/or services which are the subject matter of the order shall be supplied complete with all technical specifications and the quality certifications.

If the documentation and/or the certificates sent to the Purchaser should be found to be incomplete and in any event not in compliance with the above-mentioned instructions, payment of the relevant invoices shall only be made after receipt of all the documentation and/or certified document compliances.

The Supplier undertakes to supply, if required by the Purchaser, the Preferential Certificate of Origin or the similar document.

The application by the Supplier of its distinctive markings on the material(s) that is/are the subject matter of this Contract is hereby excluded, unless otherwise agreed in writing between the Parties.

The Supply shall be made in compliance with the instructions indicated in the relevant purchaser order as well as any drawings, technical and/or contractual specifications and any other documentation that is an integral part thereof.

Any representation of the terms stipulated shall only be valid if agreed in writing and subsequently confirmed in writing.

The Supplier hereby declares to own a high technical expertise, the technical know-how, the technical capacidad and the technical means which are needed to carry out the Supply and it hereby warrants that it will carry out the Supply in compliance with the Specifications of the Supplier indicated in the relevant contract and/or any other document that will be exchanged between the Parties, to the extent that the Supplier, in accordance with its own organization of technical means and of the skilled personnel, using the best available techniques and complying with the terms and conditions of the relevant contract, of these Conditions and, however, with the applicable legal requirements as well as in a workmanlike manner.

5. PACKING AND SHIPMENT
The Supplier shall provide at its own expenses adequate packing and protection of the Supply and ship the Supply to the place of destination agreed with the Purchaser using the most suitable means.

The Supplier shall be liable for any damages to the Supply resulting from improper packing or protection or shipping.

Any packaging or shipping expense that, as the case may be, must be borne by the Purchaser, shall be subject to the agreement between the Parties. Any packaging and/or documentation are, among the others, the certificate of compliance with the technical specifications and the quality certifications.

If no such date has been agreed in the relevant contract of Supply and/or in any other document exchanged between the Purchaser and the Supplier in the Supplier's current account at the date of delivery of the Supply, all costs relating to selection, packing, storage, loading and shipment shall be borne by the Purchaser, unless otherwise agreed.

Any possible claims in respect of non-compliance or defects shall be deemed as accepted by the Supplier if no objection is made within fifteen (15) days of receipt of the written communication from the Supplier. Parts and goods which do not comply with the order and which, in the Purchaser's sole opinion, are not reparable, shall be returned to the Supplier at the latter's expense. In the event of refusal of the goods, all costs relating to selection, packing, storage, loading and shipment shall be borne by the Purchaser.

The Supplier is also required to indicate the address and means to be used for the return of the goods.

The submission of any claim in respect of non-compliance of the Supply entails the replacement, on the part of the Supplier, of all the elements of the Supply to which the claim refers or, alternatively, the repair of such elements, at the Supplier's expense, of the elements of the Supply to which the claim refers or, alternatively, the repair of such elements at the Supplier's expense.

The Supplier hereby acknowledges that the Purchaser operates on a “just in time” basis and, therefore, it is essential to receive the Supplies free from defects and compliant with the requirements set forth in each contract of Supply and/or any other document exchanged between the Purchaser and the Supplier, given that any defect or non-conformity causes to the Purchaser a serious damage.

Save any possible different mandatory provisions of the law, the Purchaser may claim in respect of any possible non-compliance or defects in the Supply within 60 (sixty) days of the effective discovery thereof by the Purchaser.

Any possible claims in respect of non-compliance or defects shall be deemed as accepted by the Supplier if no objection is made within fifteen (15) days of receipt of the written communication from the Supplier. Parts and goods which do not comply with the order and which, in the Purchaser's sole opinion, are not reparable, shall be returned to the Supplier at the latter's expense. In the event of refusal of the goods, all costs relating to selection, packing, storage, loading and shipment shall be borne by the Purchaser.

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Save any possible different mandatory provisions of the law, the Purchaser may claim in respect of any possible non-compliance or defects in the Supply within 60 (sixty) days of the effective discovery thereof by the Purchaser.
16. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The Supplier hereby acknowledges that any document, material, sample, technical specification, drawing or information transmitted by the Purchaser for the purposes of executing the Supplier is property of the Purchaser. All the industrial and intellectual property rights related to the products and works that are subject matter of the Supply shall be exclusive property of the Purchaser.

The Supplier, by signing these Conditions, specifically indemnifies and holds harmless the Purchaser and its customers from any and all claims, costs and expenses regarding any possible patents, or similar rights of third parties, that the Supplier has deemed necessary and appropriate to use in the manufacture or processing of the Supply or that in any case may be violated by the manufacture or processing thereof.

Under no circumstances shall the Supplier entrust third parties, be it in whole or in part, with the performance of the Supply without the Purchaser’s prior express written authorization.

17. RIGHT TO WITHDRAWAL

These Conditions shall remain in effect for an indefinite period and the Purchaser reserves the right to modify them (excluded the orders pending at the date of the modification) upon appropriate notice (i.e. 30 days in the first year of the supply relationship, 60 days in any possible second year and 90 days in any possible third year) and in the event that the Purchaser shall have been notified of the Supplier’s refusal to adapt within the same period of its unwillingness to continue the relationship upon the new conditions; it being understood that in the absence of any such written communication, the modified conditions shall be deemed to be accepted.

It is also understood that in the case of orders made in the sphere of a continuous or periodic Supply relationship, the Purchaser may withdraw from the relationship upon appropriate notice to the Supplier, as per the notice periods indicated above, sent by registered post return receipt or certified mail. The Supplier may withdraw from the above-mentioned relationship upon notice to the Purchaser sent by registered post return receipt or certified mail, which notice shall be given sufficiently in advance so as to enable the Purchaser to locate replacement suppliers and, in any event, said notice shall be deemed to be received no less than 180 days from the date of such withdrawal by the Purchaser. In such case, the Parties shall be obliged to complete any contract of Supply made prior to termination. In the event of:

a - breach of or failure to comply with one or more of the obligations set forth by Articles 3, 4, 6, 7, 10;

b - non-performance of the obligations incurred by the Supplier, in whole or in part, in one or more supply master agreements that are terminated on its own or procure them elsewhere at the Suppliers expense and without prejudice to the Purchaser's right to claim any further damage. Should the Supplier fail to comply with said obligation, then the Purchaser may, at its sole discretion, cancel the supply and/or demand payment of all damages and expenses.

c - acquisition of the majority shareholding or of a controlling position on the part of a third company;

d - acquisition of the majority shareholding or of a controlling position on the part of a third company;

e - acquisition of the majority shareholding or of a controlling position on the part of a third company;

The Purchaser shall be entitled to terminate the contract of Supply and/or any other supply agreement in force between the Parties, upon written notice to the Supplier. This automatic termination clause is without prejudice of the Purchaser’s rights to claim any further damages.

If the Supplier commits any of the breach indicated by the foregoing letters a) and b), the Purchaser shall be entitled to carry out the obligations subject matter of the contract of Supply and/or of any other supply agreement that are terminated on its own or procure them elsewhere at the Suppliers expense and without prejudice to the Purchaser's right to claim any further damage. Should the Supplier fail to comply with said obligation, then the Purchaser may, at its sole discretion, cancel the supply and/or demand payment of all damages and expenses.

Any contract of Supply, any other document exchanged between the Purchaser and the Supplier, these Conditions, as well as any and all of the clauses contained in the enclosures to any contract of Supply, to any other document exchanged between the Purchaser and the Supplier and to these Conditions, to any of the contracts or agreements entered into between the Parties and supersede any previous agreement as regards the subject matter of the Supply.

If one or more provisions of these Conditions or of the individual contracts stipulated on the basis thereof should be found invalid or unenforceable or inapplicable, then such invalid or unenforceable or inapplicable provision shall be void, but this shall not affect the validity or enforceability of the remaining provisions of these Conditions or of the individual contracts or agreements.

18. NON-SUB-CONTRACTING

Any possible discrepancy between these Conditions and the special conditions agreed upon in each contract of Supply or in any other document exchanged between the Supplier and the Purchaser, included any relevant enclosures, then the special dispositions shall prevail.

Any modification to the Contract or to the present Conditions shall be valid unless made in writing and authorized by the purchasing office of the Purchaser; any other agreement, whether oral or in writing, shall be deemed as invalid.

21. APPLICABLE LAW AND COMPETENT COURT

Any contract of Supply, any other contract stipulated on the basis of these Conditions and/or of any other document exchanged between the Purchaser and the Supplier, shall be deemed subject to the laws of the country in which the Purchaser has its registered offices; by way of partial exception to the foregoing, the Purchaser may, at its sole discretion, bring any dispute before any court competent for the place where the Purchaser has its registered office (or other offices or warehouses) in particular, but not by way of limitation, in order to recover its goods or claim compensation for damages.

In acceptance