

**GENERAL CONDITIONS FOR SUPPLY
OF VIPA S.P.A. PRODUCTS**

1. Type, validity and effectiveness of the general conditions.

1.1 These general conditions for supply govern the methods and conditions for the sale of all products made and/or marketed by VIPA S.p.A., with registered office in – 41012 - Carpi (RE- Italia), via Abetone n. 20/22, and operational office in - 42047 - Rolo (RE - Italy), via Cantonazzo No. 20/22, with tax code and VAT No. 00007080369.

All contracts for the sale of products by VIPA S.p.A. to third parties (buyers-customers) are governed by these general conditions, which form an integral and substantial part of each proposal, order and purchase order confirmation of the products themselves.

1.2 The buyer-customer may not assert or object to conditions other than those contained in these general terms and conditions and/or in the order confirmation. Consequently, any general purchase conditions sent and/or specified in writing on the purchase order by the buyer-customer, or in any case indicated in its brochures, catalogues, websites, publications, drawings or invoices or anything else, shall have no validity.

Any special conditions and/or derogations or modifications to these general conditions of supply must be specifically authorised in writing by VIPA S.p.A.

Any clause entered by the buyer-customer on the purchase order that is contrary to what is indicated or referred to in these general terms and conditions is considered invalid.

1.3 These general terms and conditions are applicable for an indefinite period of time and are understood in any case to be acknowledged by the buyer-customer upon signature and/or conclusion of the supply contract as specified in Article 2 below.

1.4 Any agreements, minutes, statements or undertakings by agents, employees and officers of VIPA S.p.A. occurring before, at the same time or after the publication on the website of these conditions will not be binding for VIPA S.p.A. unless confirmed by the latter in writing.

2. Offers, order and delivery methods for the Products.

2.1 In order to receive a quote for the supply of a certain product from VIPA S.p.A., the buyer-customer must send to the latter in writing, also by fax and/or electronically, a document called "request for quote" containing at least the following information:

- request for quote number and date
- description of the product that the buyer-customer intends to purchase
- presumed quantity to be purchased
- estimated date on which the shipment is expected
- place of delivery
- packaging of products
- other specific requests and indications

2.2 Once it has received the "request for quote" from the buyer-customer, VIPA S.p.A. Will send a document to the latter, by fax and/or electronically, named "purchase order quote", indicating:

- description of the product
- standard to which the product refers
- available quantity
- product unit price
- estimated date of shipment
- place of delivery
- packaging of products

- payment conditions
- shipping and packaging costs
- reference to this general supply contract for the regulation of relations
- clarification that the "purchase order quote" issued by VIPA S.p.A. is not an offer to sell, therefore VIPA S.p.A. has no obligation to supply until it, following the purchase order sent by the buyer-customer, will not have issued the "customer order confirmation" document that confirms the existence of the contract and the mutual obligation to implement it.

2.3 Once the buyer-customer has received from VIPA S.p.A. the "purchase order quote", upon which he/she intends to proceed with the purchase of the product, he/she is required to send a document called "purchase order" in writing to VIPA S.p.A., also by fax and/or electronically, containing at least the following instructions:

- purchase order number and date
- description of the product
- standard to which the product refers
- quantity required
- product unit price
- shipment date
- place of delivery
- packaging of products
- payment conditions
- shipping and packaging costs.

2.4 Once VIPA S.p.A. has received the "purchase order" from the buyer-customer, it sends in writing to the latter, also by fax and/or electronically, a document called "customer order confirmation" containing, attached and/or referred to, these general conditions governing the supply of VIPA S.p.A. products as well as the following instructions:

- buyer purchase order number
- customer order confirmation number
- description of the product
- standard to which the product refers
- available quantity
- product unit price
- estimated date of shipment
- place of delivery
- packaging of products
- payment conditions
- shipping and packaging costs
- reference to this general supply contract for the regulation of relations.

2.5 If the buyer-customer does not communicate in writing to VIPA S.p.A. his/her intention not to accept these general conditions of supply and therefore not to follow up on the supply order sent, within 5 working days from receipt of the "customer order confirmation" document, even by fax and/or electronically, these conditions will be considered accepted and the contract will be entered into and binding for both Parties under the terms contained in the "customer order confirmation" sent by VIPA S.p.A.

2.6 The buyer-customer may not make any changes to the order already confirmed without VIPA S.p.A.'s written authorisation.

3. Special Products.

3.1 For special products to be manufactured at the request of the buyer-customer, the latter is required to send VIPA S.p.A. a document called "request for quote" with attached drawings, designs and specifications of the product to be manufactured as well as a request for prototypes with all the information necessary for their manufacture.

3.2 After receiving the "request for quote" and its annexes, VIPA S.p.A. makes and delivers to the buyer-customer a number of prototypes of the special products commissioned together with a document called a "purchase order quote", indicating:

- description of the product
- drawings, specifications and documentation delivered by the buyer-customer for the creation of the product prototype
- available quantity
- product unit price
- estimated date of shipment
- place of delivery
- packaging of products
- payment conditions
- shipping and packaging costs
- reference to this general supply contract for the regulation of relations
- clarification that the "purchase order quote" issued by VIPA S.p.A. is not an offer to sell, therefore VIPA S.p.A. has no obligation to supply until it, following the purchase order sent by the buyer-customer, will not have issued the "customer order confirmation" document that confirms the existence of the contract and the mutual obligation to implement it.

3.3 After receiving the prototypes of the special products made according to his/her specifications from VIPA S.p.A., the buyer-customer shall, at his/her own expense, test and verify their conformity to the intended use as well as to the drawings, designs and technical specifications provided by him/her.

It is the sole responsibility of the buyer-customer to verify that the special products manufactured by VIPA S.p.A. comply with the drawings, technical specifications and intended use.

Upon the outcome of the verifications mentioned above, the buyer-customer issues to VIPA S.p.A. the authorisation to mass produce the special products as well as a "purchase order", containing at least the following instructions:

- purchase order number and date
- description of the product
- drawings, specifications and documentation delivered for the manufacturing of the product
- quantity required
- product unit price
- shipment date
- place of delivery
- packaging of products
- payment conditions
- shipping and packaging costs.

If, after having asked VIPA S.p.A. for samples for the mass production of special products, the buyer-customer decides not to proceed with the testing and purchase of the products, he/she will be required to pay VIPA S.p.A. the expenses incurred for the production of the samples as well as the loss of profit.

3.4 Once VIPA S.p.A. has received the "purchase order" from the buyer-customer, it sends in writing to the latter, also by fax and/or electronically, a document called "customer order confirmation" containing, attached and/or referred to, these general conditions governing the supply of VIPA S.p.A. products as well as the following instructions:

- buyer purchase order number
- customer order confirmation number
- description of the product
- drawings, specifications and documentation delivered for the manufacturing of the product

- available quantity
- product unit price
- estimated date of shipment
- place of delivery
- packaging of products
- payment conditions
- shipping and packaging costs
- reference to this general supply contract for the regulation of relations.

3.5 If the buyer-customer does not communicate in writing to VIPA S.p.A. his/her intention not to accept these general conditions of supply and therefore not to follow up on the supply order sent, within 5 working days from receipt of the "customer order confirmation" document, even by fax and/or electronically, these conditions will be considered accepted and the contract will be entered into and binding for both Parties under the terms contained in the "customer order confirmation" sent by VIPA S.p.A.

3.6 The buyer-customer may not make any changes to the order already confirmed without VIPA S.p.A.'s written authorisation.

4. Shipment of the Products.

The delivery of products to the buyer-customer is considered to have occurred with the shipment by VIPA S.p.A. of products to the buyer-customer. The date of shipment of the products is the date of delivery of the products to the buyer-customer.

The date and method of shipment of the Products are specified in the document "Customer Order Confirmation" sent by VIPA S.p.A..

Under no circumstances may the products' shipment date be considered binding and essential for the correct execution of the order, and the buyer-customer waives the right to formulate claims for damages and/or request termination of the contract if the products are not shipped on time.

In any case, force majeure, unforeseeable circumstances and all exceptional events that may affect the regular execution of the order, such as difficulties in the procurement of products, delays in delivery by VIPA S.p.A.'s suppliers, transportation disruptions and manufacturing mishaps, labour disputes, lack of material and energy, measures by state authorities as well as restrictions on imports and exports, will allow VIPA S.p.A. to extend to an appropriate extent the shipping terms or, if the fulfilment of the order is compromised or made impossible, to wholly or partly withdraw from the contract, without entitling the buyer-customer to any compensation.

In any case, VIPA S.p.A. has the right to refuse to process the order, even if confirmed, if the buyer-customer has become defaulting also in relation to other supplies or towards other suppliers, or if his/her financial guarantees have become less.

5. Guarantees, defects and faults in the products.

5.1 VIPA S.p.A. declares that all the products supplied have been manufactured in compliance with the specifications and technical and functional information contained in the standards governing the individual products indicated by VIPA in the "customer order confirmation", or, in the case of special products, that they have been manufactured in compliance with the drawings and technical specifications supplied by the buyer-customer.

5.2 The product catalogues on the VIPA S.p.A. website, as well as the specifications and technical information contained therein, are not valid and do not bind VIPA S.p.A.

in any way. The only purpose of inserting these catalogues on the VIPA S.p.A. website is to advertise the products.

5.3 VIPA S.p.A. is liable, solely and exclusively, for defects of products that are directly attributable to defects and/or malfunctions due to their non-compliance with the specifications and technical and functional information contained in the rules governing the individual products indicated by VIPA in the customer order confirmation or, in the case of special products, due to non-compliance with drawings and technical specifications provided by the buyer-customer.

VIPA S.p.A. does not provide any guarantee as to the functions and uses for which the buyer-customer intends to use the purchased products, nor as to the compliance of the products with the technical and safety standards in force in the buyer-customer's country or in any other country where the buyer-customer decides to sell the products or the various products on which the buyer-customer has installed them, unless such a guarantee has been explicitly agreed upon in writing by the parties.

5.4 Upon receiving delivery of the goods, the buyer-customer must check the conformity of the product with the order conditions through his or her staff, at his or her expense and under his or her sole responsibility.

Any claim or reservation relating to packaging defects, differences in weight or quantity with respect to the delivery note accompanying the products must be made immediately and in any case no later than 8 days after delivery of the goods.

5.5 The warranty period for each product sold by VIPA S.p.A. is twelve months from the date of delivery of the products to the buyer-customer.

The warranty gives the right only to repair the product or to replace it if, at VIPA S.p.A.'s discretion, VIPA S.p.A. deems that repair of the product is not possible or not convenient.

The term for notifying VIPA S.p.A. of the existence of a defect in the products is fixed at 8 days from the delivery of the products, for obvious defects, and, for hidden defects, from the day on which the buyer-customer has become aware or should have become aware of them and in any case never beyond the warranty period or twelve months from delivery of the products.

Within the 5 days following notification of the defect and before sending the product, the buyer-customer must:

- communicate in advance the reasons for the return and agree with VIPA S.p.A. any costs and / or charges for the management of the return if the defects are not found, or the latter are not covered by warranty or VIPA S.p.A. is not responsible for the return;
- send the return to VIPA S.p.A. at his or her expense with an attached report listing the details of the supply document, the reasons for the return, any defects found and all the elements useful to identify the defect.

If the buyer-customer sends the return without prior notice of the reasons and without prior agreement with VIPA S.p.A. on any costs and / or charges to be incurred, the buyer-customer will forfeit the product warranty and be charged for the costs of handling the return.

5.6 Any legal or contractual warranty other than that provided for in these general terms and conditions of supply is excluded.

Otherwise, only the buyer-customer will be responsible for any damage, defect and/or malfunction of the Product as well as any damage caused by the same, even to third parties, and will also be required to indemnify VIPA S.p.A.

from any liability.

Furthermore, VIPA S.p.A. will not be liable for defects in the products, and the warranty provided by these general conditions will not apply, when they are attributable to:

- (a) Products that have been used incorrectly, modified, damaged, stored in an unsuitable environment or subjected to improper maintenance by the buyer-customer and / or its customers or whose failure is due to assembly and / or products or services not provided by VIPA S.p.A.;
- (b) Products used by the buyer-customer for uses not specifically indicated in the specifications and in the technical and functional information contained in the regulations governing the individual products indicated by VIPA in the customer order confirmation;
- (c) Products that have undergone repairs by the buyer-customer not previously authorised in writing by VIPA S.p.A.;
- (d) any defect occurring due to causes attributable to the buyer-customer or a third party or caused by errors or omissions or design or technical characteristics required by the buyer-customer in the documentation issued to VIPA S.p.A.;
- (e) materials supplied by the buyer-customer or by third parties indicated by the latter;
- (f) design error when such activities are carried out by the buyer-customer or by third parties indicated by the buyer;
- (g) use of equipment indicated or delivered by the buyer-customer or by third parties indicated by the latter;
- (h) processing or manipulation carried out without VIPA S.p.A.'s consent;
- (i) production errors when the process has been indicated and validated by the buyer-customer;
- (l) different, impermissible, abnormal, atypical or particular use of the product;
- (m) defective storage, transport, preservation or handling of the product;
- (n) normal wear and tear of the product or deterioration thereof due to events attributable to the buyer-customer or third parties;
- (o) non-compliance with the Supplier's recommendations, directions or suggestions concerning the maintenance, storage or use of the product.

6. Testing.

The buyer-customer is solely responsible for verifying, prior to their use, that the Products purchased from the Supplier comply with and are suitable for the intended use and sector.

The buyer-customer is required to review and analyse, with his or her own experts, the technical data and use of the Products specifically indicated in the legal regulations to which they refer in the purchase documents and specifically in the customer order confirmation sent by VIPA S.p.A..

The buyer-customer is exclusively responsible for all type-approval testing of Products as well as for all tests and trials, including hardness and tensile tests.

All costs of the activities mentioned above shall be borne by the buyer-customer and VIPA S.p.A. shall not be held liable if any defects are found at this stage.

The buyer-customer is bound and obliged to indemnify VIPA S.p.A. from any liability regarding the non-conformity of the Products with the national and/or international regulations applicable in the countries where the goods are delivered and with the technical and safety standards in force in the sector of use, as well as the use for which the Products are intended.

7. Limitation of liability and maximum compensation.

7.1 Notwithstanding what is otherwise provided for in these general conditions or otherwise provided by law, practice or otherwise, the amount of the compensation due by VIPA S.p.A. for any reason, will never exceed the total net amount of the invoice of the single order of the product that caused the damage or to which the damage refers.

The buyer-customer accepts the limitation of liability and maximum compensation provided by these conditions for VIPA S.p.A. and definitively and irrevocably renounces any claim, right and action for a value higher than the maximum amount provided therein. The buyer-customer also undertakes to indemnify VIPA S.p.A. against any sum, in excess of the compensation limit provided for herein, which it will be called upon to pay for any reason to anyone..

7.2 Under no circumstances may the buyer-customer offset claims against VIPA S.p.A. without written authorisation from the latter.

8. Price and payment conditions.

The date and method of shipment of the Products are specified in the document "Customer Order Confirmation" sent by VIPA S.p.A..

The prices indicated in the "Customer Order Confirmation" may vary due to increases in the prices charged by suppliers and/or increases in the costs of importing the products and/or raw materials of which they are composed. In such cases VIPA S.p.A. will update the price of the products according to the percentage change in these costs and communicate the updated price to the buyer-customer who will be required to pay it without any right of withdrawal from the contract.

The prices indicated by VIPA S.p.A. are intended, unless otherwise specified in writing in the "Customer Order Confirmation", ex-warehouse VIPA S.p.A. net of taxes, transport, customs and other charges.

After delivery of the products, VIPA S.p.A. will issue and release to the buyer-customer the relevant invoice containing:

- a) The list of products to be supplied;
- b) The identification number of the purchase order sent by the buyer-customer and that of the corresponding customer order confirmation sent by VIPA S.p.A. as well as reference to any notices of price changes occurred in the meantime;
- c) The relative transport documents.

The buyer-customer will pay for the products at the price, in the manner and within the time specified in the "Customer Order Confirmation" document, or in any subsequent communications sent by VIPA S.p.A. regarding changes in the sale price due to increases in prices, costs and raw materials of the products.

9. Judicial body and exclusive jurisdiction.

9.1 The Italian courts shall have exclusive jurisdiction to hear disputes relating to the existence, execution, interpretation, validity, non-performance or termination of these general terms and conditions of supply.

9.2 The parties agree that the Court of Modena (MO-Italy) shall have exclusive jurisdiction to decide on any dispute arising out of or in connection with these general terms and conditions of supply, including any dispute relating to the existence, execution, interpretation, validity, non-performance or termination thereof.

10. Applicable law.

These general terms and conditions of supply shall be governed by and construed exclusively under Italian law.

The application of the Vienna Convention, as well as that of any other international convention, is excluded, the regulation of these general conditions of supply and all disputes relating to them being exclusively subject to the application of Italian law.

11. Processing of personal information

Pursuant to and for the purposes of Legislative Decree No. 196/2003, VIPA S.p.A. And the buyer-customer hereby acknowledge that they have mutually informed each other and agree that the personal data collected for the formalisation of the supply contracts governed by these general conditions shall be processed in the Customer/Supplier file for civil and fiscal purposes and for management, statistical, commercial and marketing purposes.

12. Final clauses.

12.1 The original text of these general terms and conditions of supply is only in Italian and is the only authentic and binding text between the parties.

12.2 Without prejudice to what is stated in point 12.1 above, the original Italian text of these general conditions may also be translated by VIPA S.p.A. into other foreign languages for the sole purpose of facilitating the dissemination of the provisions contained in these general conditions among its customers and without this in any way undermining the exclusive validity between the parties of the Italian text.

12.3 These general conditions abrogate and replace any previous general conditions of supply, both written and verbal, between VIPA S.p.A. and the buyer-customer.

12.4 Should one or more of the clauses contained in these general terms and conditions or in the order confirmations be annulled or be declared null and void or ineffective by law, the validity of the remaining clauses shall remain unaffected.

12.5 Failure to exercise any of the provisions, rights or entitlements provided for herein shall not prevent or prejudice the right to subsequently enforce such provisions, rights or entitlements, or any other provisions, rights or entitlements conferred by these general terms and conditions.

12.6 All information relating to the other party, to the way in which the activity is carried out, to the products and in general to any information known as a result of or on the occasion of the relationship established, is of a confidential nature and consequently cannot be divulged to third parties and cannot be used for purposes unrelated to the proper conduct of the relationship.

12.7 All license rights for the production, marketing, sale and use of the products supplied to the buyer-customer, and for anything that may be discovered, invented and designed in any way, in the performance of the supply relationship, is and shall be the exclusive property of VIPA S.p.A.