

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. RECITALS

The subject of these General Terms and Conditions of Purchase, also present on the website www.rolfo.com, is the purchase of goods and/or services on the part of ROLFO spa and they form an integral part of each Purchase Order established between ROLFO spa and the Supplier.

These General Terms and Conditions of Purchase do not oblige ROLFO spa to issue any future supply orders to the Supplier.

Any special terms and conditions, in derogation to the General Terms and Conditions, are specified at the bottom of the orders. The Supplier acknowledges that by simply accepting the ROLFO order it also automatically accepts said conditions – both general and special. For this reason, it is hereby specified that any clauses specified by the Supplier in its order confirmations, delivery notes and invoices, etc., and in its correspondence, which may contradict or integrate the above-mentioned General and or special Terms and Conditions, will be considered null and void, unless expressly accepted in writing by ROLFO spa.

2. DEFINITIONS

- 2.1. **GOODS:** the goods listed in the Purchase Order.
- 2.2. **GENERAL TERMS AND CONDITIONS:** these General Terms and Conditions of Purchase.
- 2.3. **PARTICULAR TERMS AND CONDITIONS:** any Terms and Conditions applied by ROLFO spa for specific types of contracts or any supply clauses expressly mentioned in the Purchase Order.
- 2.4. **CONTRACT:** any document established between ROLFO Spa and the Supplier, each time the Parties deem it necessary to regulate in a detailed, structured way, any Particular Terms and Conditions, to which the Purchase Order may refer.
- 2.5. **SUPPLIER:** natural person or company to whom the Purchase Order is addressed.
- 2.6. **INCOTERMS:** the latest edition in force of the official Rules issued by the International Chamber of Commerce for the interpretation of commercial terms, as of the date of the Purchase Order sent to the Supplier
- 2.7. **ORDER:** the Purchase Order sent to the Supplier.
- 2.8. **PARTIES:** the term 'Party' or 'Parties' refers to ROLFO spa and the Supplier.
- 2.9. **SERVICES:** the services listed in the Purchase Order.
- 2.10. **SPECIFICATIONS:** the technical and quality specifications provided by ROLFO spa to the Supplier, also in relation to the delivery and packaging of the goods or the level of services requested.

3. PURPOSE OF THE ORDER

- 3.1. The Supplier undertakes to supply the products/services in line with the terms and conditions specified in these General Terms and Conditions, which form an integral part of the Purchase Order.
- 3.2. In case of any discrepancies between these General Terms and Conditions and any Particular Terms and Conditions and/or specifications stated in the Purchase Order, the latter will prevail. The Supplier states that it accepts these General Terms and Conditions and that it waives its right to enforce its own, wherever these may be specified.
- 3.3. Any amendments, addenda and/or derogations to these General Terms and Conditions must be established in writing between the Supplier and ROLFO spa.

4. ORDER CONFIRMATION

- 4.1. The Supplier undertakes to supply the goods/services in full compliance with these General Terms and Conditions, and to comply with the specifications and procedures of supply detailed in the Purchase Order, respecting the quantities, quality and times established by ROLFO spa.
- 4.2. The Supplier must return a copy of the Purchase Order, these General Terms and Conditions and all other the documents that may be attached to the order to ROLFO spa, signed for acceptance, within 3 days from receipt of the same. Should the Supplier fail to return a copy of the Purchase Order signed for acceptance within 5 working days, the Purchase Order will be deemed as fully confirmed, about all the terms specified therein.
- 4.3. The Supplier's commencement of the execution of the supply which forms the subject of the Purchase Order will be considered as the acceptance of the order and of these General Terms and Conditions, even if no other formalities have been carried out.

5. AMENDMENTS AND VARIATIONS TO THE ORDER REQUESTED BY ROLFO spa

- 5.1. ROLFO spa can make written requests to the Supplier for variations in the quantity/quality of the goods and services which are the subject of the Purchase Order. Should the Supplier consider itself entitled to receive additional compensation for those amendments, or should the same be such as to prevent the Supplier from punctually fulfilling its contractual duties, it must notify ROLFO spa in writing accordingly, within 7 (seven) working days from the receipt of the written request for the amendment(s), providing a detailed, suitable explanation to justify said request.
- 5.2. ROLFO spa is free to decide whether to accept the Supplier's request for any additional costs; should ROLFO spa deem the request unacceptable, it can fully or partially cancel the Purchase Order. In any case, any updating or amendment of the products/services that are the subject of the Purchase Order will be performed in compliance with the times and economic terms agreed upon in writing with ROLFO spa.
- 5.3. In case of full or partial cancellation of the Purchase Order, the Supplier can be compensated for the amount of the costs sustained by the same when executing the Purchase Order up until the time of the receipt of the notice of amendment and/or cancellation of the Order, as long as these can be documented and with no obligation to sustain any other costs, expenses, losses and/or compensation.

6. DELIVERY TERMS

- 6.1. The quantity, place and date of delivery or execution of the service/goods will be indicated in the Purchase Order. The delivery documents accompanying the goods/services must also specify: the number of the Purchase Order, the Supplier's name, the shipment date, the quantity supplied, specified separately for each individual item, the code used by ROLFO to identify each item with its precise specifications, any reference to the drawing and any other, different information specified on the Order. Failure to indicate any or several of the data indicated above will entitle ROLFO to reject the goods.
- 6.2. The delivery terms agreed upon are mandatory. Any requests on the Supplier's part to vary the quantities and delivery terms must be notified to or agreed upon promptly with ROLFO spa in written form and formally accepted by the latter. ROLFO spa reserves the right to cancel the Purchase Order if it considers the variations requested by the Supplier to be unacceptable.
- 6.3. In case of delay in the delivery of even only a part of the order, with regard to the terms agreed upon, ROLFO spa reserves the right to cancel the whole order and to seek compensation from the Supplier for the relative damages. In case of anticipated delivery, ROLFO spa reserves the right to return the goods, carriage forward or, at its sole discretion, to keep them, in which case the payment terms will become effective from the original established delivery date.

- 6.4. The liabilities for the shipping and delivery costs and expenses will be defined for each individual order. The goods will always be delivered to the warehouses of ROLFO spa, even when our company is liable for the relative costs of carriage. ROLFO spa will only assume liability for the risks relative to their carriage if the goods are picked up by us from the Supplier with the corporate vehicles of ROLFO spa. ROLFO spa will accept no liability of any kind for any extra goods supplied over and above the quantity indicated in the order, even when said goods have already entered our warehouses. Without prejudice to the terms stated above, should the Supplier be obliged to resort to a faster shipping method than that originally agreed upon in the Order, to fully or partially avoid or obviate delays in delivery - based on a written agreement established in advance with the ordering company- the Supplier will be the sole party liable for all and any additional costs and expenses incurred.
- 6.5. The Supplier will be the sole party liable for all damages caused and expenses arising from, or even only caused by, the failure to comply with the above terms.

7. SPECIFICATIONS, CONSTRUCTIONS OF ROLFO spa DESIGNS OR MODELS, TECHNICAL SHEETS, ETC.

- 7.1. The drawings, models and samples delivered by us to the Supplier cannot be copied or provided to third parties in any way by the same. The Supplier must limit the production of materials based on the designs, models or samples to the quantity to be delivered, and promptly destroy any surplus quantities and waste produced.
- 7.2. The Supplier acknowledges that, with the exception of the goods/service which form the subject of the supply, the manufacturing and sale of any goods produced based on the designs, models and samples of Rolfo spa are unlawful, however these may be used and, therefore, even when these are used as spare parts and/or accessories of any kind. This is also true for any such goods manufactured or offered for sale with or without reference to the name, brand or other distinguishing mark of ROLFO S.p.A.

8. OWNERSHIP AND TRANSFER OF RISK

- 8.1. The transfer of ownership is regulated by the INCOTERM reported in the Purchase Order, unless otherwise established in writing.
- 8.2. The risks of damages to the goods or the loss of the same pass from the Supplier to ROLFO spa in accordance with the established INCOTERMS.
- 8.3. In case the Parties have agreed that the goods will be supplied on a consignment basis, the transfer of ownership will occur when the products are picked up from the warehouse.
- 8.4. All clauses claiming ownership added by the Supplier to any document will be rejected.

9. QUALITY OF THE SUPPLY

- 9.1. The acceptance of each supply is subject to the full compliance of its characteristics with those established in these General Terms and Conditions, in any Particular Terms and Conditions and in the specifications contained in the Purchase Order. The goods can be examined at any time subsequent to the delivery (and also during the processing phase of the goods which are the subject of the supply), by ROLFO spa.
- 9.2. Any faulty goods or goods that in any case fail to conform to these General Terms and Conditions, or to the specifications contained in the order can be rejected by ROLFO spa.
- 9.3. The mere delivery of the goods and the payment of the invoice do not automatically imply the acceptance of the goods by ROLFO spa. If, when examined, the goods prove faulty or in any case fail to conform to our designs, models, instructions etc., ROLFO spa must notify the Supplier of the fault within the legal terms, with effect from the discovery of the same. Should ROLFO spa not intend to use the guarantee for defects, upon our simple request, the Supplier must promptly remove the defects and deformities found at its own expense. Alternatively, in case of non-fulfilment of this duty, the Supplier must refund the costs sustained by ROLFO spa for the replacement or repair of the goods, unless ROLFO spa expressly waives this requirement in writing. These duties will remain valid even if the payment of the goods has already been made.
- 9.4. The Supplier will indemnify ROLFO spa from any expense it may be obliged to sustain, including any damage compensation due to third parties, for defects in or failure to conform with the terms and conditions of the supply. To this end, the Supplier undertakes to establish an appropriate multi-year insurance policy with a prime insurance company and will display this to Rolfo upon receipt of the first Purchase Order. It will also be undertaken to notify Rolfo of all and any variations that may be made to the policy during the relationship with ROLFO.
- 9.5. The material must have homogeneous characteristics that comply with the technical specifications provided and remain constant throughout the supply.
- 9.6. With reference to the units of product which, upon unloading are considered as failing to comply with the terms of these General Terms and Conditions, and/or which are broken, misshapen or in any case seriously damaged, the delivery note will be conditionally accepted, with the conditional nature of the acceptance to be specified thereon; the units in question will be inspected to check that the material contained therein is not damaged.
- 9.7. In any case, ROLFO spa reserves the right to reject the entire load if the faulty units in which the goods are transported account for, or exceed, 10% of the total load.
- 9.8. In the case of supply of services, the Supplier must respect the technical specifications provided by ROLFO spa and comply with the level of service defined in the Order. Should the quality of the service provided by the Supplier prove not to be compliant with the terms established in the Purchase Order, the Supplier will be obliged to make the changes necessary in order to make said services compliant and restore the agreed service level. Otherwise, ROLFO spa reserves the right to cancel the supply.
- 9.9. The Parties agree that should ROLFO spa dispute the supply for any reason, it can suspend the relative payment until the dispute has been settled.

10. WARRANTY

- 10.1. The Supplier provides a 2-(two) year warranty for all the goods and materials supplied, with effect from the acceptance of the supply. It is understood that the supplier undertakes to support all the costs of shipment of the goods or material to replace and the manpower necessary to remedy the defect of conformity under warranty. In case of supplies of services, the required warranties will be specified in the Order.
- 10.2. The Supplier guarantees the full compliance of the supply with the terms and conditions specified in the Purchase Order, and with all applicable legal provisions and regulations. Each supply will always be considered as having been conditionally accepted by ROLFO spa subject to verification, and said reservation cannot be considered as having been waived, even implicitly, by virtue of the payment of the supply having been made.
- 10.3. Each supply will be provided by the Supplier with the implicit understanding that the goods/services which are the subject of the same are free from any kind of faults or defects. Should ROLFO spa detect any faults or defects, including visible ones, in the supply, or even only in part of the same, it can report the finding at any time, and is not obliged to comply with the terms of forfeiture set forth by Article 1495 of the Italian Civil Code- This is also true in case the supplied elements have already been used by the ordering companies in its processes. Any replacements of the supplied goods will be made as soon as possible and, in any case, within and no later than a term equal to the number of days occurring between the date on which the Purchase Order is established and the original delivery date envisaged therein, with no costs to be attributed to ROLFO spa.
- 10.4. The supplier acknowledges that the management of the warranty may be carried out by Rolfo Spa directly or by Rolfo Evolution s.r.l., to which Rolfo Spa has outsourced the management of warrants requests. In any case, the right of ROLFO spa to request the cancellation of the order pursuant to Article 1492 of the Italian Civil Code remains valid.
- 10.5. The Supplier guarantees that the goods which form the subject of the Purchase Order are delivered free of encumbrances and are not subject to other rights

of personal or collateral security, or lien agreements.

- 10.6. The Supplier will be liable for all, and any damages caused to ROLFO during the execution of the Purchase Order.
- 10.7. The Supplier will hold ROLFO spa harmless from all or any liabilities for damages caused to third parties by any products supplied which have proven faulty, or by the services provided.
- 10.8. In particular, the Supplier declares that it will hold ROLFO spa harmless from all costs that may arise from requests for compensation or claims for indemnity forwarded by third parties in relation to damage occurring due to the use of the product or the provision of the requested services. These include the costs of any court or out-of-court proceedings raised against the Buyer.

11. PACKAGING

- 11.1. All the costs and amounts due for packaging materials are understood as being included in the established price. The packaging will remain the property of ROLFO spa.
- 11.2. The Supplier will be liable, to all effects, for any loss, damage or deterioration suffered by ROLFO spa and/or any damages caused to third parties in any case as a result of and/or that can be attributed to faulty or inadequate packaging.
- 11.3. ROLFO spa will be entitled to reject the shipment and send it back to the Supplier, charging the latter for the relative cost, in case the packaging proves damaged.

12. PRICES, INVOICING AND PAYMENT

- 12.1. The established prices of the supply, as indicated in the Purchase Order, will be considered fixed and invariable, unless other agreements are reached in writing between the Parties. The prices include all the items that comprise the final goods/services ordered.
- 12.2. Any non-fulfilment on the Supplier's part will entitle ROLFO spa to consider the payments for previous services rendered as due, even if not relative to the order, as a guarantee for the compensation owed to ROLFO spa by the Supplier. This is true with no need for any cautionary provisions to be set forth by the Court Authority, without prejudice to the discounts connected to the payment terms and without said payment giving rise to the application of interest.
- 12.3. The invoices must be sent to the address of ROLFO spa and must bear the same indications stated in the Purchase Order including, in particular: place of delivery, Order number, date of the delivery note, and indication of the means used for the carriage.
- 12.4. The payments will be made by ROLFO spa, using the methods and within the terms defined in each individual Order and agreed upon with ROLFO, to the current bank account indicated by the Supplier.
- 12.5. The Supplier cannot transfer or delegate its credit in any form.
- 12.6. No interest will be paid for any reason in case of delayed payment.

13. NO TRANSFER OR SUBCONTRACTING CLAUSE

- 13.1. The Supplier cannot transfer or subcontract all or any part of the execution of the supply services envisaged in the Purchase Order, unless it has been authorized to do so in advance by ROLFO spa in written form.

14. SUPPLIERS' STAFF

- 14.1. The staff of the Supplier who, where envisaged in the Purchase Order, will be required to work in the plants, warehouses and offices of ROLFO spa, must have fulfilled all the social security and insurance requisites in compliance with the laws in force regarding the employment of workers and safety at work.
- 14.2. This staff must also comply with the safety regulations and the rules and instructions regarding access provided by ROLFO spa.
- 14.3. ROLFO spa reserves the right to raise claims against the Supplier for any damages caused to things and/or people by the Supplier's property, staff and/or vehicles.

15. CAUSES OF FORCE MAJEURE

- 15.1. In case, due to causes of force majeure, the service envisaged in the Purchase Order cannot be provided, the delivery terms will be considered as having been extended and the new due date must be mutually agreed upon by the Parties in writing.
- 15.2. The delivery terms can be re-negotiated providing the Supplier has promptly notified ROLFO spa of the condition by fax or registered letter and shows that it has made all possible provisions to avoid the situation.
- 15.3. Should ROLFO spa deem that the delay arising from the condition caused by force majeure is incompatible with its requirements, it can cancel the Order.
- 15.4. Circumstances of force majeure cannot be invoked if they occur after the delivery term defined within the Purchase Order.

16. CONFORMITY WITH THE LEGAL PROVISIONS IN FORCE

- 16.1. The Supplier guarantees that all goods/services which are the subject of the Purchase Order will be made and/or provided in conformity and in compliance with the Italian and international laws in force.
- 16.2. If the Purchase Order refers to machinery, plant and equipment, the Supplier guarantees their conformity with the laws in force regarding safety, accident prevention, environmental protection and good practices.
- 16.3. With reference to the services provided, the Supplier guarantees their compliance and application of the laws regarding the treatment of workers, and health and safety in the workplace.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY

- 17.1. The Supplier guarantees that the products supplied do not breach any patent, copyright or other third-party intellectual or industrial property rights and that ROLFO spa is completely free to use and sell them both in Italy and abroad. The Supplier undertakes to indemnify, hold harmless and compensate the Buyer from any requests, demands, damages or burdens that may be applied as the result of third-party claims.

18. CONFIDENTIALITY

- 18.1. In full awareness of the professional responsibility created by the relationship established with ROLFO spa, the Supplier must maintain, even after the conclusion of the relationship, the strictest confidentiality of all the information, designs, Technical Sheets, data and strategies regarding ROLFO spa and the activities which are the subject of the Purchase Order.
- 18.2. The Parties undertake not to disclose the terms of the Purchase Order to third parties except in cases in which said disclosure is required by the law.

- 18.3. The Supplier is explicitly forbidden from performing any kind of advertising, in its own interest or those of third parties, that refers to the supply performed to ROLFO spa, unless the Management of ROLFO spa has expressly authorized this in writing. In this case, the Supplier undertakes to observe the form of advertising and comply with any other conditions that might be indicated by ROLFO spa.

19. TERMINATION AND WITHDRAWAL

- 19.1. Express termination clause
ROLFO spa reserves the right to terminate the Purchase Order with immediate effect and with no advance warning, by way of a simple written notification, in the following cases:
- a) delay in the deliveries and/or provision of the services in any way ascribable to the Supplier (except in cases of force majeure);
 - b) no conformity of the goods/services with the technical specifications.
 - c) commencement of insolvency proceedings with reference to the Supplier.
 - d) indictment for the crimes specified in Italian Legislative Decree 231/2001.
 - e) failure to comply with points 5, 6, 7, 10, 13, 14, 15, 18, 21, 24 and 25 of these General Terms and Conditions of Supply.
- The above is true without prejudice to the right to claim compensation for the damage suffered.
- 19.2. Warning to abide
Without prejudice to the terms set forth in the previous point, in case of non-fulfilments, also including partial non-fulfilments on the part of the Supplier, ROLFO will promptly send a warning to abide within the terms of 15 days pursuant to Article 1454, paragraph two of the Italian Civil Code.
After said term, should the non-fulfilment on the Supplier's part persist, the Purchase Order will be considered as having been terminated *de facto*, and the Supplier must refund any payments already received; the principal's right to claim compensation for the Supplier's non-fulfilment will remain valid.

20. PENALTIES

- 20.1. ROLFO spa reserves the right to apply penalties in cases of:
- a) delay in the delivery of the goods and in the provision of the service, in relation to the date and place of delivery defined in the Purchase Order.
 - b) quantities that fail to conform with those defined in the Purchase Order.
 - c) faulty goods and goods that fail to conform to the specifications defined in the Purchase Order and/or services that fail to comply with the defined standards.
- 20.2. In case of delay in the delivery of the goods, or the execution of the services, the Supplier will pay ROLFO spa a penalty equal to 1% (one per cent) of the value of the individual item code in the Purchase Order, for each day of delay up to a maximum of 10% (ten per cent) of the total value, without prejudice to any different terms indicated in the Purchase Order and written agreements between the Parties. The Supplier will in any case be obliged to fully compensate any additional damages.
- 20.3. The amount of any penalties applied will be indicated on each Purchase Order and these can be offset against the amount owed by ROLFO spa for the invoice.

21. USE OF THE ROLFO BRAND

The Supplier undertakes not to use the ROLFO logo unless explicitly authorized to do so in writing by the Management of ROLFO spa and in any case only to do so in compliance with the guidelines provided by the latter.

22. CONTROLS

- 22.1. ROLFO spa, using its own authorized personnel, reserves the right to carry out checks on the Supplier's premises, with no additional costs, in normal working hours and with reasonable prior notice, in order to verify that the ordered goods are manufactured in conformity with the specifications agreed upon and/or that the services are provided in compliance with the terms regulated in the Purchase Order and the attachments thereof.
- 22.2. The Supplier undertakes to willingly participate in these checks providing all the requested documentation and all proof needed to verify its compliance with its contractual duties.

23. CLAUSE OF COMPLIANCE WITH THE CODE OF ETHICS OF THE ROLFO GROUP

- 23.1. The Supplier acknowledges that the fulfilment of the Purchase Order is based on and requires the full compliance of both the staff of ROLFO spa and, on the Supplier's part, of its own staff, with the provisions of the Code of Ethics of the ROLFO Group.
- 23.2. The Supplier declares that it is aware of the provisions set forth by the above-mentioned Code of Ethics present on the website www.rolfo.com and that it therefore forms an integral part of the Purchase Order.
- 23.4. ROLFO spa reserves the right to declare the Purchase Order as having been terminated *de facto*, pursuant to and by effect of the provisions of Article 1456 of the Italian Civil Code, due to the actions and fault of the Supplier and with no need for any prior notice, should the Supplier commit serious breaches and/or fail to comply with the provisions of the Code of Ethics of the ROLFO Group.
- 23.5. The Purchase Order will be terminated *de facto*, upon the sending of a simple written communication, and also without prejudice to the right of ROLFO spa to take action to receive compensation for any damage suffered.

24. CLAUSE of compliance with the EU Regulation 2016/679 (GDPR)

- 24.1. The Parties undertake to comply with the provisions of the EU Regulation 2016/679 (GDPR) regarding the processing of personal data.
- 24.2. The parties also declare that they are aware that the personal data concerning their representatives, employees or collaborators will be necessarily the subject of treatment, even with the help of electronic instruments, by the staff to this instructed by each party, for the execution of their respective obligations and related regulatory fulfilments, in accordance with the modalities and within the limits indicated therein. In this regard, the Parties undertake to grant each other the lawful usability of the aforementioned personal data acquired and processed for the conclusion and execution of the contract and, in particular, the fulfilment of the reporting and Collection of consent, where necessary, with regard to the parties concerned, as well as the recognition of access rights to the latter, possible correction and cancellation of the data provided for by the applicable privacy law.

- 24.3. In particular, the supplier, in the quality of the processing of the personal data of customers and potential customers, informs that the personal data will be processed for the purposes, with the modalities and limits specified in the information extended to the link: www.rolfo.it/it/en/privacy-and-cookies, in Agreement to the legislative provisions of the recalled legislation (GDPR) and to the principles of correctness, lawfulness, transparency and protection of confidentiality and of the rights granted to interested parties by ARTT. 15, 16, 17, 18, 19, 20, 21, 22 including, the right of access and information, cancellation (right to oblivion), limitation, updating, rectification, portability, opposition to data processing.

25. JURISDICTION

Any disputes arising in relation to the interpretation, execution and termination of this agreement will be interpreted based on Italian law.
The Court of Asti will have sole jurisdiction for the same.

Place and *date*.....

SUPPLIER.....

Pursuant to Articles 1341 and following of the Italian Civil Code, the following clauses are expressly approved: Articles 5 (amendments and variations to the order), 6 (delivery terms), 7 (specifications, technical designs), 10 (warranty), 15 (causes of force majeure), 18 (confidentiality), 19 (termination and withdrawal), 20 (penalties), 23 (Code of Ethics clause), 25 (jurisdiction).

Place and date.....

SUPPLIER.....