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STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS FROM SUPPLIERS

1 Interpretation

1.1 The definitions in Annex 1 apply throughout these Standard Terms.

2 Application of Terms

2.1 These Standard Terms are the only terms and conditions upon which the Purchaser is prepared to deal with the Supplier and that shall govern any Supply Agreement and/or Order to the entire exclusion of all other terms or conditions.

2.2 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of Order, specification or similar document shall form part of any Supply Agreement and/or Order and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.3 These Standard Terms shall be effective from the date of their signature by the Supplier and shall apply to any Order already in force upon such date.

2.4 The Purchaser may vary these Standard Terms at any time by informing, in writing and in advance, the Supplier, provided that any new or modified set of standard terms issued by the Purchaser shall be binding on the Supplier after the Supplier either expressly, by giving a written notice of acceptance, or impliedly by fulfilling any further Order, accepts them.

2.5 The signature of these Standard Terms and the following issuance of orders (other than Closed Orders) for any Product does neither imply any commitment by the Purchaser to purchase any Product, or any specific volume of any Product from the Supplier nor imply an obligation of the Purchaser to purchase the Products exclusively from the Supplier.

3 Sale and Purchase of Products

3.1 The Purchaser shall notify its decision to start a supply relationship in accordance with these Standard Terms, by addressing to the Supplier a prior written Supply Notice.

3.2 The Purchaser shall purchase Products from the Supplier by executing a specific Supply Agreement and thereafter by issuing either Closed Orders or Open Orders, pursuant to and in accordance with the forecast programming procedure set forth in Annex 2 (Logistic Procedure).

3.3 The Supplier shall manufacture, sell and deliver Products to the Purchaser, in accordance with the provisions set forth in these Standard Terms, in the Supply Agreement and in the relevant Order, which shall be implemented by the Operational Procedures.

4 Orders

4.1 If not already identified in the relevant Supply Agreement, any Order issued by the Purchaser shall identify:

- a) the Products to be delivered by the Supplier, the required quantities, their parts numbers and relevant drawings, designs and technical specifications to be complied with by the Supplier in manufacturing the Products;
- b) the relevant Products requirements and time of delivery (if the Order is a Closed Order) or the reference to the frequency of deliveries and the relevant supply programs issued from time to time by the Purchaser in accordance with the Logistic procedures (if the Order is an Open Orders);
- c) the agreed term (Incoterms 2010) and place of delivery;
- d) the packaging requirements;
- e) any Technical Documentation to be prepared and delivered by the Supplier to the Purchaser in connection with the Products; and
- f) the Products' unit price and relevant terms of payment.

4.2 Any Order issued by the Purchaser and delivered to the Supplier:

- a) shall be deemed to be accepted by the Supplier unless the Supplier gives a written notice of refusal no later than 2 (two) Business Days from the date in which the Supplier receives the relevant Order;
- b) shall be deemed to incorporate any and all the terms and conditions of these Standard Terms, provided always that in case of discrepancy between these Standard Terms and the provisions of any Order or any document exchanged between the Purchase and the Supplier, the provisions of these Standard terms shall prevail.

5 Packaging

5.1 Subject to any further packaging instructions set forth in any Operational Procedure the Supplier (i) shall package the Products in compliance with the instructions set forth in the relevant Order and in secure packaging, in accordance with standard industry packaging practices for automotive components and assemblies and in a way assuring that they are handled, transported and delivered in safe and proper conditions, and (ii) shall indemnify the Purchaser for any damaged Product, if and to the extent that such damage is caused, even partially, by a package not in compliance with the instructions provided by the Purchaser, or, more generally when the damage to a Product is caused by an improper and unsafe packaging made by the Supplier.

6 Quality and Technical Specifications and Regulatory Standards

6.1 The Supplier warrants that any and all the Products:

6.1.1 shall comply with the Quality and Technical Specifications identified in the relevant Order or specified in any Operational Procedure, and with any Regulatory Standard, and

6.1.2 shall be free of any defect.

6.2 The Supplier further agrees:

6.2.1 to introduce, maintain and implement in its own manufacturing process quality procedures and quality control systems which (i) are needed and/or advisable for assuring that the Products manufactured by the Supplier always comply with the relevant Quality and Technical Specifications and (ii) are in line with the Operational Procedures.

6.2.2 to implement periodical quality audits, in accordance and with the support of the Purchaser, and to promptly introduce in its manufacturing process any actions which is advisable to improve the quality of such process and the overall quality of the Products.

7 Delivery and Transfer of Title and Risk

7.1 The Supplier shall deliver the Products in accordance with the Incoterm (Incoterms 2010) set forth in the Supply Agreement or in the relevant Order.

7.2 Time of delivery is of essence. Upon delay in delivery of any Product, the Purchaser shall have the right to claim from the Supplier the payment of the indemnifications for damages set forth in the Logistic Procedure.

7.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows the Order number, date of Order, number of packages and contents identified by the appropriate Product' part number as well as any further information requested in the relevant Supply Agreement and/or Order or in any Operational Procedure.

7.4 If the Products are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk, and shall be returnable by the Purchaser at the Supplier's expenses.

7.5 The Purchaser shall promptly notify in writing the Supplier of any shortage of Products resulting from a difference between the quantity of the Products actually delivered to the Purchaser and the quantity of Products set forth in the delivery note and/or in the relevant Supplier's invoice.

7.6 In no event, by receiving the delivery of the Products, the Purchaser shall be deemed (i) to have implicitly accepted them or their conformity to the required Technical Specifications or Qualitative or Regulatory Standards, or (ii) to have implicitly waived any right to claim against the Supplier for whichever defects, non-correspondence to Technical Specifications or to Quality or Regulatory Standard affecting the Products and discovered after delivery.

7.7 Unless otherwise agreed upon in the relevant Order, title of ownership on Products and all related risk of damage or loss shall pass to the Purchaser on delivery.

8 Acceptance

8.1 The Purchaser shall not be deemed to have accepted any Product until such Products has been received by the Purchaser manufacturing plant to which such Products are assigned and the Purchaser has had a reasonable time to inspect them or, in case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.

8.2 If any Products delivered to the Purchaser do not comply with Article 6.1. above, or are otherwise not in conformity with the provisions of these Standard Terms and/or the relevant Order, the Purchaser shall have the right, in its own discretion, to exercise one of the following options:

8.2.1 to obtain from the Supplier, free of charge, the replacement of such Products and/or the whole manufacturing batch to which they belongs, or

8.2.2 to reject such Products, without replacing them, and require the Supplier to repay the price of such rejected Products in full, subject to the Purchaser's set-off right set forth in Article 17.3 below, or

8.2.3 to repair such Products, at risks and costs of the Supplier, subject to the Purchaser's set-off right set forth in Article 17.2. below.

8.3 In addition to the remedies under Article 8.2. and to any additional rights and remedies available to the Purchaser under the applicable law, the Purchaser shall have the right to claim damages for any costs, expenses or losses resulting from the non compliance and/or defectiveness of the Products, including but not limited to (i) the cost for repairing the non compliant/defective Products, and (ii) any costs, expenses and damages arising from or consequent to the disruption of the Purchaser's manufacturing process if the Purchaser discovers the non compliance/defectiveness of such Products, when the Products are already installed / are in the progress to be installed on the products manufactured by the Purchaser.

8.4 The Purchaser shall debit to the Supplier any damage accrued under Article 8.3. such damages to be accounted in accordance with the relevant Operational Procedure subject always to the Purchaser's right to set-off the amount of such damages against any amount due by the Purchaser to the Supplier, as per Article 17.3 below.

8.5 Upon Supplier's request, the Purchaser shall maintain any rejected Product available to the Supplier, at Supplier's cost and expense, for a minimum period of two weeks up to a maximum of three weeks starting from its replacement or rejection; at the expiry of this period the Purchaser shall scrap such rejected Products not collected by the Supplier and charge the scrapping costs to the Supplier.

8.6 The terms and conditions of these Standard Terms shall apply to any repaired or replaced Product.

9 Remedial Actions in case of non compliant / defective Products

9.1 Upon discovery of a Product which is non compliant or defective under Article 8.2. above, the Purchaser shall promptly notify the Supplier of the assessed non conformity and/or defectiveness, and then the Supplier:

9.1.1 shall promptly inform the Purchaser the likely causes for such non conformity and/or defectiveness, and of the remedial actions already identified to remedy to such non conformity and/or defectiveness;

9.1.2 shall without delay introduce in its own manufacturing process appropriate remedial actions, in accordance with the reasonable instructions that the Purchaser may issue;

9.1.3 shall implement, in accordance with the Purchaser, a control plan to verify and confirm the effectiveness of such remedial actions.

9.2 Upon notification of a defect affecting a batch of Products already delivered, and if so requested by the Purchaser, the Supplier shall promptly deliver to the Purchaser, free of charge, a new batch of Products replacing the Products which were found defective.

10 Products modifications

10.1 The Supplier shall promptly engineer, implement and introduce into the Products any modification the Purchaser may require, including any modification needed to comply with any legal requirements affecting the Products, or the final products on which the Purchaser incorporates the Products.

10.2 In the event the Purchaser requires a modification under Article 10.1. above:

10.2.1 Conditional on the issuance of the approval referred to in Article 10.2.2., the Purchaser shall reimburse to the Supplier the costs to be borne by the Supplier for introducing the required modifications, such costs to be agreed upon reasonably and in advance between the Parties, based on the evidence given, on an “open books” basis, by the Supplier; and

10.2.2 The Supplier shall introduce the required Product’s modification in the relevant manufacturing process only after having obtained the final written approval by the Purchaser.

10.3 The Supplier shall not introduce any modification to the Products without the prior written consent of the Purchaser.

11 Technical and Regulatory Standard Documentation

11.1 The Supplier, at its own cost and expense, shall prepare deliver and make available to the Purchaser the Technical Documentation, as from time to time requested by the Purchaser, in accordance with the following:

11.1.1 before and reasonably in advance to the first delivery of any Product, the Supplier shall deliver the Technical Documentation, as identified in the relevant Order,

11.1.2 thereafter the Supplier shall periodically update the Technical Documentation, with the aim to assure that at any time the Technical Documentation available to the Purchaser properly reflects and documents the technical features of the Products actually supplied to the Purchaser, and

11.1.3 in advance to the introduction of any modification to the Products and to the first delivery of such modified Products, the Supplier shall deliver to the Purchaser the updated Technical Documentation reflecting such modification, improvement or innovation.

11.2 If any Product is subject to and must comply with any Regulatory Standard, the Supplier, at its own costs and expenses,

11.2.1 shall prepare, make available and cause its sub-suppliers to make available the Regulatory Standard Documentation, and

11.2.2 shall retain such Regulatory Standard Documentation for a period of 15 (fifteen) years from the date in which the last Product was manufactured by the Supplier and, upon Purchaser's written request, shall make available such documentation to the Purchaser.

12 Products volume manufacturing

12.1 The Supplier does hereby acknowledge and agree that it shall manufacture the Products only for the needs of the Purchaser and only in the quantities requested by Purchaser according to the provisions of these Standard Terms.

12.2 Upon Purchaser's written request, the Supplier shall manufacture limited quantities of Products that the Supplier shall keep in stock at its own premises in order to meet unforeseen requirements by the Purchaser.

12.3 In no event the Supplier shall sell, dispose or otherwise transfer any Product to any party other than the Purchaser or an authorized nominee of the Purchaser.

13 Warranty

13.1 The Supplier warrants that any and all the Products shall be free from any defects in design, material, workmanship and/or manufacturing process and in compliance with any and the terms and conditions provided for by these Standard Terms and/or by the relevant Order.

13.2 After assessing the defectiveness or non compliance of any Product, the Purchaser (i) shall inform the Supplier of the defect and the Product(s) affected by such defect, and (ii) shall have the right to repair or replace, directly or through its authorized network, such defective Products.

13.3 Subject to the indemnification terms and conditions set forth in any applicable Operational procedure, the Supplier shall indemnify the Purchaser from any costs, losses and expenses awarded against or incurred by the Purchaser as a result of or in connection with:

13.3.1 Any disruption occurred to the manufacturing activities of the Purchaser's plant(s) where the Products were to be incorporated into a Purchaser's product, including but not limited to any stoppage in the plant activities and/or any Purchaser's product which, after the exit from the Purchaser's plant manufacturing line, remains incomplete due to the impossibility to install into such product the defective and/or non compliant Product delivered by the Supplier.

13.3.2 The repair or replacement of any defective Products, and

13.3.3 Any claim made against the Purchaser by any third party which relates to or arises from the defectiveness or non compliance.

13.4 Subject always to the provisions of Article 14 and 15 below, the warranty granted by the Supplier shall stay in place for the same period of time as the warranty given by the Purchaser to its customers in relation (i) to the Purchaser's products that incorporate the Products, and (ii) to the Products used or sold as servicing parts.

13.5 During the term of the warranty period and thereafter for a further period of 12 (twelve) months from the expiry of the warranty period set forth in Article 13.4. above, the Purchaser may claim from the Supplier the indemnification referred to in Article 12.3., and the Supplier shall be bound to indemnify the costs, losses and expenses awarded against or incurred by the Purchaser.

14 Product Liability

14.1 If, at any time before or after the expiry of the warranty period referred to in Article 13 above any third party, including, but not limited to, end users or public regulatory bodies, raise a claim against the Purchaser based on the assumed defectiveness, unreliability, lack of safety or non compliance with Regulatory Standards of any Products:

14.1.1 The Purchaser shall promptly inform the Supplier of any such claim, or of the alleged defectiveness, unreliability, lack of safety or non compliance with Regulatory Standards of any Products, and

14.1.2 the Supplier shall keep the Purchaser indemnified and harmless from any such claims.

15 Recall and Service Campaigns

15.1 The Purchaser shall have the right to recall any and all the Purchaser's products on which the Purchaser incorporates any Product upon the occurrence of one of the following events:

15.1.1 any public regulatory agency issues a request, directive or order for recalling a Purchaser's product, and such request, directive or order is grounded on the assumed defectiveness or not compliance with legal requirements of any Product incorporated into such Purchaser's products;

15.1.2 the Purchaser discovers that the Supplier, by defaulting, to the terms and conditions provided for in these Standard Terms and/or in any Order, delivered Products which do not comply with any legal requirements of the Products, or of the products on which the Purchaser incorporates the Products; and/or

15.1.3 the Purchaser identify an epidemic failure of any particular Product which could affect the safety and/or the reliability of the Purchaser's products on which the Purchaser incorporates the Product.

15.2 The Purchaser shall promptly inform the Supplier of its decision to launch a product campaign.

15.3 In the event of a product recall under Article 15.1. above, the Supplier:

15.3.1 shall properly support the Purchaser in performing the campaign, such support including, but not limited to, the provision of technical advice, the engineering of any technical solution that may be needed to remove the problem that caused the recall and the supply of updated and/or modified Products replacing the defective or non-compliant Products which caused the recall, and

15.3.2 shall indemnify the Purchaser for any costs, loss and expenses whatsoever incurred by the Purchaser which relates or arises from such product recall.

15.4 The Supplier's obligations to support, as per Article 15.3.1. above, and to indemnify the Purchaser in accordance with Art. 15.3.2. above shall continue to be valid and in force for the whole life of the Purchaser's product where the Product is installed..

16 Insurance

16.1 At any time and until any Order is still outstanding and thereafter for a further period of five years the Supplier shall maintain at its own cost and expense, comprehensive product liability insurance and general liability insurance covering any costs, damages and expenses whatsoever relating to or arising from the matters set forth in Articles 13, 14 and 15 above.

16.2 The amount of the liabilities covered by such insurance shall be agreed between the Purchaser and the Supplier before the first delivery of Products, using as a reference the expected supply yearly turnover. Terms and conditions of such insurance policy shall have to be reasonably acceptable for the Purchaser.

17 Prices and Terms of Payment

17.1 The price for the Products and the relevant terms of payment shall be those stated in the Order.

17.2 If the Products to be delivered by the Supplier are to be exported outside, the relevant price shall be subject neither to value added tax nor to any similar applicable sale tax but inclusive of packaging, transport to the delivery place (Incoterms 2010) and any other relevant charges.

17.3 The Purchaser shall be entitled to set off any amount due at any time by the Purchaser to the Supplier as payment for Products that the Supplier sold to the Purchaser against any amount due, for whichever reasons, by the Supplier to the Purchaser.

17.4 The Supplier shall not sell, transfer or assign to any third party any credit the Supplier may have to the Purchaser for the payments of Products supplied under Orders issued in accordance with these Standard Terms.

17.5 In case of material default by the Supplier to any of its obligations, the Purchaser shall have the right to suspend the payments due to the Supplier for the Products, subject to written notice to the Supplier.

17.6 Any payment made by the Purchaser shall never constitute acceptance or recognition of (i) of the Products compliance to the requirements, and/or (ii) the Supplier correct performance of the relevant obligations under these Standard Terms and /or any relevant Order.

18 Spare Parts

18.1 Other than as production components to be incorporated in the products manufactured by the Purchaser, the Supplier shall sell and supply to the Purchaser Products as spare parts for servicing

purposes, in accordance with specific requirements, time schedule, Orders and Operational Procedures as issued by the Purchaser's Parts Department.

18.2 The Supplier shall grant to the Purchaser the supply of the Product as spare parts for servicing after market purposes as long as necessary to enable the Purchaser to fulfil accrued liabilities in relation to the end customers of Products and Purchaser products.

18.3 Subject to any longer term specified in the relevant Order, the Supplier shall supply Products as spare parts for servicing after market purposes for a period of time no less than 10 (ten) years from the date of the last delivery of Products ordered by the Purchaser for incorporating them in the Purchaser's products.

19 Equipments used by the Supplier

19.1 Whenever the Purchaser informs in writing the Supplier of its decision not to purchase anymore a Product from the Supplier pursuant to Article 23 below, the Supplier, upon written request by the Purchaser, shall promptly deliver back to Purchaser each and all the Equipment used for manufacturing the discontinued Product that are owned by Purchaser and shall grant to Purchaser the right to acquire any Equipment used for manufacturing the discontinued Product that are owned by Supplier at a price equal to the depreciated value of such Equipment as stated in the accounting statement of the Supplier.

19.2 If and when an Equipment owned by the Purchaser and used by the Supplier for manufacturing any Product cannot be used anymore due to its fair tear and wear, the Purchaser may direct the Supplier to scrap such Equipment and the Supplier shall properly comply with such instructions and any further reasonable instructions and direction issued by the Purchaser in connection with the scrapping of such Equipment.

20 Intellectual Property Rights and Confidentiality

20.1 The Supplier does hereby acknowledge and agree that the Purchaser is and shall remain the exclusive owner of:

- a) any and all the intellectual property rights on the Products;
- b) any and all the relevant Technical Documentation prepared and delivered by Supplier pursuant to these Standard Terms and/or any specific Order;
- c) any and all the technical documentation and information, drawings, equipments, made available or in whichever form disclosed to the Supplier for the manufacturing of Products,
- d) any Equipment delivered by the Purchaser to the Supplier, or the purchase of which was paid for, or reimbursed to the Supplier, by the Purchaser and
- e) the Purchaser's Trademarks.

20.2 These Standard Terms, and the consequent issuance of any Order, do not imply the license of any right to the Supplier, other than the right to manufacture and sell to Purchaser the quantities of Products ordered by Purchaser.

20.3 The Supplier (i) shall maintain confidential and shall not reveal, disclose or transfer to any third party any and all the Technical Documentation and Equipments, and (ii) upon request by the Purchaser, shall immediately transfer back to the Purchaser any and all such Technical

Documentation and Equipments. By purchasing Products from the Supplier, the Purchaser does not consent to the exhaustion of its intellectual property rights in the EU on the Products and / or the Purchaser's Trademarks the use of which the Purchaser may have authorized under Article 20.4 below.

20.4 The Supplier shall use the Purchaser's Trademarks only upon prior written authorization of the Purchaser and, in such event, only in accordance with the instructions from time to time issued by the Purchaser.

20.5 If, and to the extent, the Supplier incorporates into the Products and/or uses in its own manufacturing process any intellectual property rights of whichever nature, other than Purchaser's intellectual property rights to which apply Art. 20.1. above, then the Supplier:

20.5.1 represents and warrants its title and right to incorporate and use such intellectual property rights;

20.5.2 agree to indemnify and hold harmless the Purchaser from any third party's claim alleging the infringement of its intellectual property rights in connection with the manufacture of any Product delivered in accordance with these Standard Terms.

21 Inspection

21.1 The Purchaser shall have the right, by informing in advance the Supplier, to access, directly or through its authorized representatives, the Supplier's premises, at its own expenses and during normal business hours, to verify and assess that the Supplier properly complies with any and all its obligations, as stated in these Standard Terms, in the Supply Agreement and in the relevant Order(s).

22 Indemnification

22.1 The Supplier shall indemnify and hold harmless the Purchaser from any and all the costs, expenses, damages whatsoever that the Purchaser may incur as a consequence of the Supplier's failure to comply with the provisions of these Standard Terms and any relevant Order.

23 Force Majeure

23.1 Neither Party shall be liable for failure to perform any of its obligations under the these Standard Terms and any relevant order in so far it can prove (a) that the failure was due to an impediment outside its control, and (b) that it could not reasonably be expected to have taken the impediment, and its effect upon its ability to perform, into account at the time of the signing of this Agreement, and (c) that it could not reasonably have avoided or overcome it or at least its effects.

23.2 Should a case of force majeure occur, the Party affected by the impediment shall promptly give notice in writing by registered mail to the other Party of said impediment and its effect on his ability to perform. If the impediment persists for more than 60 (sixty) days from the receipt of the above mentioned notice, each Party shall have the right to terminate any outstanding Order with notice in writing by registered mail to the other Party.

23.3 The affected Party shall give promptly written notice thereof to the other Party stating the nature of the event. The affected Party shall take all reasonable actions necessary to avoid or minimize the consequences of such force majeure event.

24 Discontinuation of Products and Termination of Outstanding Orders

24.1 The Purchaser, at any time and in its own discretion, may discontinue the purchasing of any Product from the Supplier, by informing in writing the Supplier of its decision. The discontinuation of any Product shall not affect any Order still outstanding at the date in which the Purchaser communicate its decision to discontinue a Product.

24.2 The Purchaser shall have the right to terminate any Open Order, with or without cause, by serving the Supplier with a written notice. In this event, the Purchaser shall purchase only the outstanding volume Products became binding in accordance with the provisions set forth in the Logistic Procedure. The Purchaser shall not be liable for any compensation for damages and/or for any reimbursement of expenses borne by Supplier in connection with the termination of the Open Order.

24.3 The Purchaser shall have the right to early terminate any outstanding Order, without any further liability to the Supplier, if the Supplier materially breaches any provisions of these Standard Terms, or any relevant Order (Closed Order or Open Orders alike).

24.4 In the event the Supplier, at any time and in its own discretion, decides to discontinue the production of any Products:

24.4.1 shall send a prior written notice to the Purchaser, reasonably in advance to the Product's phase-out date, in order to consent to the Purchaser to identify suitable alternative supply channels for such Product(s), and

24.4.2 shall continue to fulfill any Order still outstanding at the date of the prior written notice mentioned above, and the discontinuation notice shall not affect in any way any and all the Supplier's obligations under such outstanding Orders.

25 Miscellaneous

25.1 Operational Procedures - the Purchaser may issue from time to time Operational Procedures destined to the generality of its suppliers for codifying and set forth operational methods and practices aimed to assure a smooth relationship between the Purchaser and its world-wide suppliers network and to apply in a uniform way the principles and the rules set forth in these Standard Terms and in the relevant Supply Agreements. Upon delivery of an Operational Procedure, the Supplier is committed to materially comply with the methods and practices set forth in such Operational Procedures. The Supplier acknowledges that the continuation and expansion of any business relation with the Purchaser is conditional to its ability to operate in accordance with the Purchaser's Operational Procedures.

25.2 Assignment - The Purchaser may at any time, assign, or otherwise transfer to any third parties, any Order, and any relevant rights or obligations. The Supplier shall neither sub-contract

the execution of any Order nor assign, wholly or partially, any rights, obligations and credits arising from any Order.

25.3 Non Waiver of rights and remedies – Each right or remedy of the Purchaser under these Standard Terms and/or any Order is without prejudice to any other remedy of the Purchaser whether under these Standard Term and/or any Order or not. Failure or delay by the Purchaser in enforcing, in full or in part, any of the provisions of these Standard Terms and/or of any Order shall not be construed as a waiver of any of its rights under these Standard Terms and/or any Order.

25.4 Governing law and disputes – These Standard Terms, their Annexes and any Order issued hereunder shall be governed by and construed in accordance with the substantive laws of the Country where the Purchaser is established.

25.5 Any disputes arising under or in connection with these Standard Terms, their Annexes and any Order issued hereunder shall be finally settled by the competent Court for the domicile of the Purchaser.

25.6 Notwithstanding the foregoing the Purchaser shall have the right to bring an action in front of the competent Court of jurisdiction at the domicile of the Supplier, in which case such dispute shall be decided by applying, and this Standard Terms and the relevant Orders shall be subject to and construed in accordance with, the substantive law of

25.7 Annexes

25.7.1 When actually enclosed to the Standard Terms signed by the Supplier, the Annexes listed hereunder, together with the additional and or replacing Annexes listed in Annex 4, form an integral part of these Standard Terms:

- a) Annex 1 – Definitions;
- b) Annex 2 – Logistic Procedure;
- c) Annex 4 – Additional / Replacing Annexes.

25.7.2 In case of discrepancy between the provisions of these Standard Terms, the the Annexes, the Supply Agreement and any Order, the provisions of the Supply Agreement shall prevail over the provisions of these Standard Terms and the Orders.

25.8 Compliance with the Purchaser's Organizational Model, Code of Conduct and Corporate Social Responsibility Guidelines.

25.8.1 The Supplier (i) is aware that the Purchasers is operating its business activities in accordance with an Organization and Control Model , issued in accordance with and a Code of Conduct, common and applicable by all the companies of the Group to which the Purchaser belongs, the main scope of which is to prevent any criminal or non-ethical behavior, and (ii) agree to comply with any and all the provisions of such Organization and Control Model and Code of Conduct.

25.8.2 Infringement by the Supplier of the provisions of the Organization and Control Model and/or of the Code of Conduct shall constitute a material breach of these Standard Terms for the purposes of Article 25.7.1 above.



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25.8.3 The Supplier further agree (i) to comply with the Corporate Responsibility Guidelines that may be issued from time to time by the Purchaser, and (ii) to provide reasonable assistance to the Corporate Responsibility audits that the Purchaser may direct from time to time to assess the Supplier's compliance with such Corporate Responsibility Guidelines.

25.9 These Standard Terms, including its annexes, are written in English and any translation of it is for referential purpose only. In case of discrepancy between the English version and its translation, the English version shall be prevailing.

The Supplier

Company Name

Company Address

Company Business License Number

Date: