

 <p><b>AUR<sup>o</sup>EL S.p.A.</b> <b>Administrative Standard</b></p>	<p><b>Aur<sup>o</sup>el S.p.A. Via Foro dei Tigli,4</b> <b>47015 MODIGLIANA (FC)</b> <b>Tel. : 0546-941124 Fax. : 941660</b></p>	<p><i>Mod C-00-7-96</i> Stato Standard: SA-01_01 Date: 11/10/13 Page: 1 / 8</p>
<p><b>General Conditions of Purchase</b></p>	<p><b>Destination Area: Purchase Function</b></p>	

## GENERAL CONDITIONS OF PURCHASE

### 1. General Rules

- 1.1 (*Applicability of the general conditions*) These general conditions of purchase (the “General Conditions”) shall apply to each and every request for an offer, purchase order and/or contract concerning the supply of products, the manufacture or processing of which is in any way commissioned by **Aurel S.p.a.** (hereinafter the “Customer”) from the supplier (the “Supplier”). The Customer reserves the right to amend these General Conditions upon 15 (fifteen) days’ prior notice, without prejudice to the right of the Supplier to inform the Customer in writing, within 15 (fifteen) days following the Supplier’s receipt of the new general conditions of purchase, of the Supplier’s unwillingness to accept said general conditions. In the absence of written notice of objection sent by the Supplier to the Customer by said deadline, the new general conditions of purchase shall be deemed to have been tacitly accepted by the Supplier. The invalidity or ineffectiveness of one or more provisions of these General Conditions shall not prejudice the validity and effectiveness of the General Conditions as a whole and/or of the contracts entered into on the basis of said General Conditions and the parties, in good faith, shall replace any invalid or ineffective provision with a provision having, to the extent possible, the same or equivalent content.
- 1.2 (*Amendments to the General Conditions and to the contract*) Any exception, addition or amendment to these General Conditions, and/or to the contract entered into on the basis of said General Conditions, shall be valid only if required in writing by the Customer or expressly and specifically accepted by the Customer in writing. Any general conditions of sale included in letters, order confirmations or invoices of the Supplier shall be inapplicable in their entirety unless previously approved in writing by the Supplier.

### 2. Purchase orders – Contract conclusion – Products exclusively for the Customer

- 2.1 (*Acceptance of purchase orders – contract conclusion*) The purchase orders made in writing by the Customer shall be deemed in all cases to be governed by and supplemented by these General Conditions. The Supplier shall indicate its acceptance of the purchase order and of these General Conditions by sending the Customer a copy of the purchase order signed for acceptance. Any other communication by the Supplier which differs from the purchase order shall be deemed to be a counter offer, which the Customer shall be free to accept or reject in its sole discretion. In any case, the Customer’s purchase order shall be deemed to have been accepted by the Supplier, and the relating contract shall be deemed to have been concluded, unless the Supplier informs the Customer in writing (even by means of a counter offer) of the Supplier’s intention to reject the order within 5 (five) days following the Supplier’s receipt of the order in question. The purchase order shall be deemed in all cases to have been accepted, and the relating contract shall be deemed to have been concluded, even only in part, if and to the extent that the Supplier fills the order and the Customer accepts, without reservation, the products referred to in the purchase order and delivered by the Supplier.
- 2.2 (*Manufacture of products pursuant to the Customer’s instructions – Exclusivity – Raw materials, unfinished products, components*) The Supplier shall manufacture and supply the products to the Customer in accordance with the purchase order and the technical specifications, models and/or any samples delivered and/or approved by the Customer. Where the Customer’s purchase order refers to a product to be manufactured pursuant to the Customer’s instructions (which may be more or less detailed) and differing, even if in only one or more particulars, from the product normally manufactured and/or sold by the Supplier, the Supplier shall manufacture said product exclusively for supply to the Customer, unless otherwise agreed in writing. In that event, the Supplier’s acceptance of the purchase order shall entail full and unconditional acceptance not only of these General Conditions but also of the specific conditions and the characteristics and technical specifications of the products indicated in writing by the Customer in the purchase order or in any other document following from and/or referring to the purchase order and constituting integral parts of the contract. Should the Customer supply to the Supplier raw materials, unfinished goods and/or components necessary for the performance of the contract, the Customer shall remain the owner of said items and the Supplier shall take all necessary steps to safeguard them in a professional manner and to avoid preventive measures by the Supplier’s creditors.

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- 2.3 (*Manufacture of products based on samples*) In the case of any product being manufactured for the first time, the Supplier shall, at the Customer's written request, submit to the Customer for the Customer's prior approval a product sample produced by the Supplier based on the Customer's instructions; said sample shall be submitted to the Customer by the deadline and in the manner agreed upon by the parties in writing and at a price equal to the Supplier's cost of manufacturing the sample in question. Once said sample has been approved by the Customer in writing, it shall constitute the parameter for evaluating the characteristics and the quality of the products supplied, pursuant to these Conditions, it being understood that in no event shall the Customer's approval of said sample release the Supplier from its obligation to supply to the Customer products in compliance with the contract.
- 2.4 (*Change to the products' characteristics and technical specifications*) The Supplier shall not make any changes to the products to be supplied, as requested by the Customer, except where the Customer has expressly authorized said changes in writing. The Supplier shall make all changes to the products reasonably requested by the Customer in writing and said changes shall not entail any increase in the price or other change in the supply conditions unless the changes are substantial. In any event, any change to the supply conditions must be previously agreed to by the parties in writing and the Supplier shall not be entitled to refuse to make changes requested by the Customer, terminate the contract, cease or suspend the designing and/or manufacturing of the products, or the performance of the Supplier's contractual obligations.

### **3. Protection of intellectual property and confidentiality – Ownership of rights – Liability of the Supplier**

- 3.1 (*Protection of intellectual property - Software*) The Supplier warrants to the Customer that the products supplied and the relevant documentation do not violate any copyright, patent or other intellectual property right of third parties and that there is no action pending before any court for infringement of intellectual property rights by, or in respect of, said products and/or their documentation. In particular, where the products purchased contain software, the Supplier represents and warrants that said software is original, that it was created and realized by the Supplier without access to third party source codes and that it does not infringe the rights of third parties.
- 3.2 (*Confidential information*) The Customer shall remain the sole owner of any document, design, model, plan, data, technical or industrial information (whether on paper or in machine readable format) sent, delivered and/or communicated, even orally, by the Customer to the Supplier or of which the Supplier became aware in any way, before or during the performance of the contract (the "Confidential Information"). The Supplier therefore agrees to use said Confidential Information only as shall be necessary for the proper performance of the contract, not to reproduce the Confidential Information or to disclose it to third parties without the prior written consent of the Customer and to take all reasonable measures with the Supplier's personnel in order to ensure the protection thereof. Regardless of how the Confidential Information has been transmitted to the Supplier, the Supplier shall return it to the Customer (together with all documents and materials supplied by the Customer for purposes of performance of the contract or in any case belonging to the Customer) as soon as it/they is/are no longer necessary to the Supplier for purposes of performance of the contract. Except as otherwise agreed in writing, the foregoing obligations shall be binding on the Supplier during the term of the supply and for 5 (five) years following the termination of the supply, regardless of the expiration or termination of the relationship regulated by these General Conditions. The Supplier shall comply with these obligations even when the Customer sends or communicates to the Supplier Confidential Information belonging to the Customer's customers or to third parties.
- 3.3 (*Ownership of intellectual property rights*) Except as otherwise agreed in writing, where, pursuant to the contract, the Supplier is to prepare the plans, the design or the characteristics of the product, based on instructions from the Customer (which may be more or less detailed), the Customer shall be the sole owner of all industrial information realized by the Supplier in said context and the Customer alone shall be entitled to use said information for profit, even in the case of patentable inventions or discoveries or works protectable under intellectual property law. Said right to use said information for profit was taken into consideration in

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determining the price of the supply. The Supplier shall not use, in any way, designs, models or other intellectual property rights of the Customer in order directly or indirectly to realize products based on said designs, models or intellectual property rights, for purpose other than those governed by these General Conditions.

3.4 (*Liability of the Supplier*) In all events, the Supplier shall hold harmless and indemnify the Customer and the Customer's customers from any and all liabilities, losses, damages, costs or expenses of any sort, including attorney's fees, incurred by the Customer and deriving from any claim or action of third parties in respect of the products purchased from the Supplier and alleging, for example and not by way of limitation, infringement of third party intellectual property rights or breach by the Supplier of its obligations under these General Conditions.

#### **4. No assignment or subcontracting**

4.1 (*No assignment*) The Supplier shall not assign, in whole or in part, any purchase order placed by the Customer or any contract entered into on the basis of these General Conditions, unless the Customer has previously consented to said assignment in writing.


4.2 (*No subcontracting*) The Supplier shall not subcontract in any manner or otherwise entrust third parties with the performance of the obligations, or of individual parts or phases of said obligations, agreed upon with the Customer, unless the Customer has previously consented to said subcontracting in writing, after having received from the Supplier a written request to that effect in which the subcontractor is identified. If the Supplier subcontracts in any manner or otherwise entrusts third parties with the performance of the Supplier's obligations, the Supplier shall in all cases remain jointly and severally liable, along with the subcontractor, to the Customer for the performance of the Supplier's obligations under the contract.

#### **5. Delivery of the products – Liability for late delivery**

5.1 (*Manner of delivery*) All products ordered shall be delivered by the Supplier to the Customer in accordance with the manner of delivery, delivery dates and quantities specified in the relevant purchase order issued by the Customer. Unless the purchase order expressly provides otherwise, deliveries shall be made DAP (delivered at agreed place) ICC Incoterms®, as that term is defined in the then current version of Incoterms® published by the International Chamber of Commerce, it being understood that any other delivery term agreed upon by the parties with reference to the ICC Incoterms® shall, in turn, have the meaning given to it in the then current version of the ICC Incoterms®.

5.2 (*Early or late delivery*) The delivery dates indicated by the Customer in the purchase orders shall be deemed obligatory for and binding on the Supplier, due to the organizational requirements of manufacturing. Partial deliveries or divided deliveries are allowed only if previously authorized by the Customer in writing. Therefore, not only delays in delivery but early deliveries (as compared with the agreed delivery dates), shall not be allowed unless expressly requested by the Customer. The Customer reserves the right to return to the Supplier, at the Supplier's cost and expense, any product delivered more than 7 (seven) days prior to the delivery date indicated in the purchase order, in which case said product shall be deemed not to have been delivered. Should the Customer decide, in its sole discretion, to accept early delivery, the Supplier shall in no event be entitled to earlier payment of the purchase price and the due date for payment of the purchase price shall still be calculated with reference to the delivery date originally agreed upon; in addition, the Customer shall be entitled to charge the Supplier for the storage costs deriving from the early delivery and to set off said costs against any sum owed by the Customer.

5.3 (*Liability for late delivery – Penalty – Set off*) The Supplier shall inform the Customer as soon as the Supplier becomes aware of a possible delay in delivery of the products, as compared with the agreed delivery dates. Without prejudice to the Customer's right to recover any additional damages suffered or to any other remedy available to the Customer, if the delivery of any product ordered is delayed, as compared with the delivery dates provided for in the purchase order, the Supplier shall pay the Customer a sum equal to 5% (five percent) of the

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purchase price of the late products, for each week of delay. The Customer shall be entitled to set off said sums due from the Supplier against any payment due from the Customer to the Supplier. In addition, the Customer shall be entitled to cancel the relevant purchase order in whole or in part and/or to terminate the relevant contract, upon written notice to the Supplier.

5.4 (*Rescheduling*) The Customer shall be entitled to reschedule the product delivery dates, without incurring any liability, upon suitable prior written notice to the Supplier.

## **6. Price and payment**

6.1 (*Price*) The price indicated by the Customer in each purchase order shall be deemed to be fixed and invariable. Except as otherwise agreed, the prices shall be deemed to include all costs and expense of the Supplier up until the delivery of the products to the Customer at the place indicated from time to time. The Supplier shall also bear all packing expenses. The delivery note (“documento di trasporto – DDT) accompanying the products and the relevant invoice shall indicate the order number, the material code and the description of the merchandise to which they refer.

6.2 (*Payment*) The Customer shall pay the purchase price for the products to the Supplier in accordance with the payment terms and conditions set forth in the relevant purchase order. Payments deadlines expiring on August 31 and December 31 of a given year shall be deemed extended until September 15 and January 15, respectively. The Customer shall not accept charges for any expenses (including, for example, expenses for the issuing of electronic drafts or *ricevute bancarie*) unless expressly agreed in writing. It is understood that the Customer shall be entitled to suspend payments in the event of breach by the Supplier or if, at any time, it appears reasonably plausible that the Supplier will not duly perform its obligations. Any such suspension of payment shall not, however, entitle the Supplier to suspend performance of its contractual obligations toward the Customer.

6.3 (*Pro quota* payments) Except as otherwise agreed in writing, in the event of divided deliveries, payment shall be made by the Customer *pro quota*, for each partial delivery, with reference to the relating delivery date. Payment for products delivered during the last week of the month, unless said deliveries have been previously authorized by the Customer, shall be made within the payment deadlines for deliveries to be made in the following month.

## **7. Inspections and checks – Performance testing**

7.1 (*Inspections and checks*) The Customer shall be entitled, at its own cost and expense, to have its representatives inspect the ordered products in accordance with the Customer’s standard procedures and, as a result of said inspection, to reject the products or product lots which do not pass the Customer’s inspection. The Customer may choose (upon reasonable written notice to the Supplier) to carry out said inspections either at the Supplier’s facilities or upon receipt of the products at the agreed place of delivery.

7.2 (*Rejection*) Without prejudice to the Customer’s right to reject the supply, in whole or in part, pursuant to the preceding article, rejected products shall be replaced by the Supplier, at the Supplier’s cost and expense, within 15 (fifteen) days following the notice of rejection by the Customer. No payment shall be due from the Customer to the Supplier in respect of products rejected by the Customer.

7.3 (*Performance testing and method*) Should the parties agree to subject to performance testing the products ordered by the Customer, then, unless otherwise agreed, said performance testing shall take place at the Customer’s facilities, in accordance with testing procedures and techniques conforming to the standards and principles normally applied for products of the same type. The Supplier shall participate in the performance testing and shall provide the Customer with all assistance necessary in order properly to carry out the tests. If

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the installation or assembly of the products is contemplated, said performance testing shall take place following installation or assembly, as the case may be.

- 7.4 (*Failure of performance test*) Without prejudice to any other right of the Customer, if the products do not pass the performance test, the Supplier shall, at its own expense, carry out such work on the products and such replacements as shall be necessary to bring the products into compliance with the provisions of the contract and to eliminate all defects in the shortest possible period of time. Following the Supplier's work or replacements, as the case may be, another performance test shall be performed if so requested by the Customer.
- 7.5 (*Successful passing of performance test*) The successful passing of the performance test shall be supported by an acceptance certificate signed by the Supplier and the Customer, indicating any reservations concerning minor defects or non conformities which may be found and which shall be remedied by the Supplier shortly thereafter, without prejudice to the Customer's right to recover any damages. The acceptance certificate shall release the Supplier only from the Supplier's warranty for defects and non conformities which are clearly recognizable, provided that Customer did not reserve its rights in respect of said defects and non conformities and that the Supplier was not aware of them.
- 7.6 (*Absence of Supplier at performance test*) If the Supplier represents that it does not wish to be present at the performance test or, in any case, is not present at the performance test after having been informed of the date of the performance test at least one week in advance, then, for purposes of the contract, any acceptance certificate (with or without reservations) signed by the Customer alone shall have the same consequences as an acceptance certificate signed by both parties.
- 7.7 (*Products purchased by the Customer for resale*) Where the Customer purchases products for resale, either separately or as part of a production line or of other machinery or equipment, the final performance test shall be that carried out by the Customer at the facilities of the Customer's customer (unless, at any time, the Customer waives in writing the Customer's right to have the final performance test at the facilities of its own customer) and any performance test carried out at the facilities of the Customer shall be governed by article 7.8 below and shall have no legal effect.
- 7.8 (*Non binding performance tests and other tests*) Unless the Customer expressly waives in writing its right to any further performance test, any checking, tests, partial performance tests and/or statements made by the Customer prior to the final performance test shall be deemed to have been done or made for reference purposes only, shall not be binding on the parties in any way and shall not imply acceptance or taking of delivery by the Customer or operate as a release in favor of the Supplier.

## **8. Warranty – Liability of the Supplier – Remedies – Third party claims**

- 8.1 (*Warranty for defects and proper functioning*) The Supplier warrants to the Customer that the products shall be in compliance with the contract (and, in particular, with the agreed technical specifications and every sample, if any, approved in writing by the Customer) and shall be free from all defects, including, but not limited to, defects in manufacturing, design, materials, subject to the provisions of article 7.5. The Supplier warrants the proper functioning of the products, as well as their compliance with the technical rules and regulations, the rules and regulations governing safety in the workplace and the environment and all other rules and regulations in force in Italy and in the place for which the products are destined, provided that the Supplier has been informed of the place of destination of the products prior to delivery.
- 8.2 (*Warranty term*) The warranty shall be valid for 24 (twenty-four) months, starting from the date of delivery of the products to the Customer. However, in the event of performance testing (except in cases in which the Customer has waived its right to performance testing in writing), the warranty period shall begin on the date of signature of the acceptance certificate contemplated by article 7.

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- 8.3 (*Claims for defects*) Not later than 60 (sixty) days following discovery of the defect or non conformity, the Customer shall be entitled to make in writing warranty claims to the Supplier in respect of non conforming or defective products supplied. The warranty also covers defects in products already sold and delivered by the Customer to its own customers; however, where the Customer purchases a product for resale, whether separately or incorporated in other products, the deadline for making warranty claims shall be 60 (sixty) days following the date on which the Customer's customer informs the Customer of the relevant non conformity or defect.
- 8.4 (*Warranty repairs – remedies*) The Customer may request that the Supplier pick up, repair or replace, at the Supplier's cost and expense, any non conforming or defective products. The Supplier shall pick up and shall repair or replace the non conforming products within 15 (fifteen) days following the date of the Customer's warranty claim, based on the directions given to the Supplier by the Customer. Alternatively, within 30 (thirty) days following the date of the warranty claim, the Supplier shall reimburse the Customer for the price of the defective product plus any transportation costs borne by the Customer, in accordance with the debit note issued by the Customer to that end. The Customer may set off said debit notes against any payments due to the Supplier. In addition, where the defectiveness or non conformity to the contract of the products has been ascertained, the Customer may refuse to pay the price or suspend payment of the price of said products until such time as the defects have been eliminated, if it is possible to eliminate the defects in due time.
- 8.5 (*Damages*) The Supplier shall accord to the Customer a reduction in the purchase price of the product, proportional to the defect and to the damage suffered. In any event, the Customer shall be entitled to compensation for the damage suffered, to terminate the contact and to any other right provided to the Customer by law. In particular, the Supplier shall also be liable for any damages relating to recall campaigns, whether required by the competent authorities or – once the defect has been observed, even after the product has been put on the market – in order to check how many lots are affected by the defect, or for any other reasonable reason.
- 8.6 (*Warranty term for repaired or replacement parts*) If all or part of a product is repaired or replaced, the warranty term for the product or part in question shall begin anew, as of the date of the replacement or of completion of the repair.
- 8.7 (*Certification*) Upon the Customer's request, the Supplier shall prepare and deliver immediately to the Customer a certificate in which the Supplier represents in writing, on the terms and in the form agreed upon by the parties, that the product supplied and the production carried out comply with the contract.
- 8.8 (*Liability of the Supplier*) The Supplier shall also have the same obligations towards the Customer, in respect of defective products, as a manufacturer has toward an end user. If, as a result of the Supplier's breach of any of the provisions of this article 8 or in any case of product liability, the Customer is liable to third parties for any damage caused by the products (including any injury to persons or damage to property), then the Supplier shall hold harmless and indemnify the Customer from and against any and all losses, damages, liabilities, costs and expenses, including attorneys' fees, arising from any claim or action of third parties, it being understood that, in the event of a legal action, the Customer shall be entitled to bring the Supplier into the action as a third party defendant; the Supplier hereby further agrees to take all action necessary to protect the Customer in respect of the foregoing and to obtain suitable insurance coverage for said risks.
- 8.9 (*Supplier's liability for actions of personnel*) In addition, the Supplier shall be liable for any and all losses, damages, liabilities, costs and expenses, including attorneys' fees, of the Customer deriving from any breach of the obligations provided for in these General Conditions or from any breach of the obligations deriving from applicable law, by the Supplier's employees and/or any associate, collaborator and/or subcontractor of the Supplier.

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8.10(*Supplier's personnel – compliance with applicable law*) The Supplier shall avail itself of its own personnel and shall guarantee that said personnel has an adequate level of technical-professional preparation and is constantly trained, for purposes of the best possible performance of the contracts contemplated herein. There shall be no relationship between the Customer and the Supplier's personnel or between the Customer and any associate, collaborator, subcontractor and/or carrier used or hired by the Supplier. The Customer shall have no management authority over said individuals, nor shall the Customer be entitled to interfere with the organization of their work, which shall be managed by the Supplier alone. The Supplier agrees to ensure that its personnel is treated in accordance with the applicable laws in respect of minimum wages and social security, and with the collective employment agreements in force for their respective employment categories. In addition, the Supplier shall strictly comply with all applicable laws and regulations concerning safety in the workplace (such as, for example, Legislative Decree 81/2008).

8.11(*Third party claims*) The Supplier shall hold harmless and indemnify the Customer from and against any claim, whenever made, by the Supplier's personnel and/or by third parties, including but not limited to government agencies, and/or by any associate, collaborator and/or subcontractor of the Supplier and relating to the Supplier's breach of these General Conditions. The Supplier further agrees to compensate the Customer for any damages and/or expense incurred by the Customer as a result of legal actions brought by any of the foregoing persons and concerning said claims.

## **9. Recurring defects – Remedies**


9.1 (*Supplier's liability for recurring defects*) If a recurring and/or epidemic defect or non conformity of the products to the contract ("*recurring defectiveness*") arises, the Supplier shall eliminate the causes of said defectiveness, using technical methods agreed upon with the Customer. Shipment of those products not yet delivered shall be suspended at the Customer's request until such time as the causes of said recurring defectiveness have been completely eliminated. If, 30 (thirty) days following the date on which the Customer notified the Supplier of the existence of the recurring defectiveness, the Supplier has not yet eliminated the causes of said defectiveness, the Customer shall be entitled to cancel the purchase order and/or to terminate the suspended contract, without incurring any liability to the Supplier and without prejudice to the Customer's right to compensation for damages and to any other remedy.

9.2 (*Replacement, reimbursement*) If the Supplier finds a solution satisfactory to the Customer for the recurring defectiveness, all of the products delivered to the Customer thereafter shall incorporate the changes intended to remedy the defect and the Supplier shall replace, free of charge, at the Supplier's sole cost and expense, all of the products previously delivered to the Customer and affected by the recurring defectiveness. In addition, the Supplier shall compensate the Customer for the damage suffered by the Customer and reimburse the Customer for the expenses incurred by the Customer in connection with the identification and substitution of the defective products.

## **10. Termination**

10.1(*Termination without cause*) If purchase orders are placed in the context of an on-going or periodic supply relationship, the Customer shall be entitled to terminate the contract at any time, upon at least 90 (ninety) days' prior written notice to the Supplier, sent by registered mail, return receipt requested. The Supplier represents that said notice period is adequate in light of the nature of the Supplier's business.

10.2(*Termination for breach*) Each contract governed by these General Conditions may be terminated by the Customer, in whole or in part, with immediate effect, upon written notice sent to the Supplier by registered mail, return receipt requested, if the Supplier breaches any of the Supplier's contractual obligations deriving from the Customer's purchase order or any other legal obligation of the Supplier and fails to remedy said breach within 15 (fifteen) days following written notice of breach from the Customer.

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**11. Applicable law – Competent court – Governing language and text**

11.1(*Applicable law*) The contracts entered into on the basis of these General Conditions shall be governed by Italian law. The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, shall apply, in particular, to international sales.

11.2(*Dispute resolution – Competent court*) Should the law on subcontracting (law no. 192 of June 18, 1998) be applicable to the contract entered into on the basis of these General Conditions, the parties shall first submit to conciliation, before the Chamber of Commerce, Industry and Craftsmanship competent for the territory in which the Supplier has its headquarters, any and all disputes relating to the interpretation or performance of these General Conditions and of the contracts entered into on the basis of said General Conditions. If the conciliation has not been successfully concluded within 60 (sixty) days or if said law no. 192 of June 18, 1998 is inapplicable, any and all disputes arising out of or relating to these General Conditions shall be resolved exclusively by the courts of Forlì. As a partial exception to the foregoing, the Customer shall be entitled, in its sole discretion, to bring an action against the Supplier before the competent courts for the place in which the registered office, warehouses or other offices of the Supplier are located.

11.3(*Governing language and text*) The Italian language text of these General Conditions is the only text binding on the parties.

Aurel S.p.A.

**For acceptance**

Place, date: \_\_\_\_\_ The Supplier: \_\_\_\_\_ 

(signature and stamp)

The Supplier represents that the Supplier has read and understood the content of these General Conditions of Purchase of **Aurel S.p.a.** Pursuant to and for purposes of Articles 1341 and 1342 of the Civil Code, the Supplier hereby expressly approves the following clauses:

1.1 (Applicability of the general conditions); 1.2 (Amendments to the general conditions); 2.1 (Acceptance of purchase orders – contract conclusion); 2.2 (Manufacture of products pursuant to the Customer’s instructions – Exclusivity); 2.3 (Manufacture of products based on samples); 2.4 (Change to the products’ characteristics and technical specifications); 3 (Protection of intellectual property and confidentiality – Ownership of rights – Liability of the Supplier); 4 (No assignment or subcontracting); 5 (Delivery of the products – Liability for late delivery – Penalty – Set off); 6.2 (Payment terms and suspension of payment); 7 (Inspections and checks – Performance testing), 8 (Warranty – Liability of the Supplier – Remedies – Third party claims); 9 (Recurring defects – Remedies); 10.1 (Termination without cause); 10.2 (Termination for breach); 11.1 (Applicable law); 11.2 (Dispute resolution – Competent court).

**For acceptance**

Place, date: \_\_\_\_\_ The Supplier: \_\_\_\_\_ 

(signature and stamp)