



Standard Conditions for the Purchase of Goods and Services

This document ("**Standard Conditions**") governs the terms and conditions of the orders or purchase contracts entered into by Alpina Raggi SpA, headquartered in Lomagna (Lecco), Via Piave 10, Tax Code No. 00925460156 VAT No. 00699930962 and its subsidiaries ("**Company**").

1 Definitions

1.1 In these Standard Conditions, and in addition to other definitions contained therein, all terms used with initial capital letters have the meanings given below:

"**Business Day**" means a day other than Saturday, Sunday or other public holiday in Milan (Italy).

"**Contract**" means any contract between the Company and the Supplier for the purchase of Products and / or Services, constituted by the Order, the General Conditions and Specifications, entered into in accordance with the provisions of the following Article 2.2.

"**Incoterms**" means the international rules for the interpretation of trade terms of the International Chamber of Commerce in Paris.

"**Intellectual Property Rights**" means patents, copyrights (including moral rights and software), design rights, registered designs, trademarks or services (whether registered or unregistered), domain names, know-how, database, utility models, non-secured drawings or other industrial or intellectual property rights existing anywhere in the world and, where appropriate, applications for protection or ownership of those above mentioned rights.

"**Order**" means any order, contract or request of delivery, signed by a duly authorized representative of the Company, relating to the supply of goods or services to the Company.

"**Parties**" means the Company and the Supplier together.

"**Products**" means the goods (or parts thereof) that the Supplier is to provide the Company pursuant to the Order and in accordance with these Standard Conditions.

"**Services**" means the services that the Supplier is to provide the Company pursuant to the Order and in accordance with these Standard Conditions.

"**Specifications**" means quality and supply specifications agreed in writing between the Company and the Supplier in connection with the Products and / or Services covered by the Order and to be regarded as part of each Contract.

"**Supplier**" means a natural person, firm, company or other legal entity to whom the Order is addressed or which is part of a purchase contract signed with the company.

2 Conclusion of Contract

2.1 These Standard Conditions are the only governing the Orders signed by the Company, they are an integral part of each Order and shall prevail, unless otherwise agreed in writing between the Parties, upon any other possible different provision.

2.2 The Order is an offer made by the Company to the Supplier for the supply of Products or Services and, the Contract between the Company and the Supplier shall be deemed executed when the Company becomes aware of the written acceptance of the Order by the Supplier. If not previously revoked by the Company, Orders are considered accepted unless rejected by the Supplier with written notice received by the Company within 3 (three) Business Days from the date of the Order.

3 Delivery of Products - Provision of Services

3.1 The delivery of the Products and the Services will take place on the date and at the place specified in the Contract, or separately agreed in writing with the Supplier. In the absence of specific instructions, the delivery shall take place on a DDP (Incoterms 2010) basis at the headquarters of the Company (Lomagna, Lecco, Via Piave 10) during working hours. The Supplier is responsible for the unloading of the Products, unless otherwise agreed in writing with the Company.

3.2 The time and place specified in the Contract for delivery of the Products and / or the provision of the Services shall be binding on the Supplier and have an essential importance for the Company as to the exact fulfilment of the Contract. Delivery of Products or provision of Services lags beyond the terms provided for in the Order, or otherwise not in accordance with the Specifications or the Contract, may be rejected by the Company which shall be entitled to terminate the Contract pursuant to the provisions of paragraph 14.1.

3.3 Without prejudice to any possible liability under the Contract, the Supplier shall promptly notify in writing to the Company any possible delay in the delivery of Products or in the provision of Services compared to the period specified in the relevant Order.

- 3.4 The Supplier warrants that the Products will be properly wrapped and packaged so as to reach the destination without damage and in good conditions. The Company is not compelled to return to the Supplier any packaging materials of the Products, unless otherwise agreed in writing.
- 3.5 The Supplier is responsible, at its own expense, for the compliance with any applicable law and regulation on exports and imports, for the obtainment of any import and export license, for the payment of any applicable fee and tax, as well as for the obtainment of any consent, authorization or permit necessary for the delivery of Products or the provision of Services.
- 3.6 In any event in which the execution of the Order is prevented by the occurrence of substantiated cases of force majeure, the delivery terms will be extended and the new deadline will be agreed between the Parties in relation to the cause of impediment and upon condition that the Supplier has promptly notified the Company in writing of the onset of a case of force majeure and has taken all appropriate measures to mitigate the relevant effects.
- 3.7 The force majeure cannot be invoked if it arises after the expiry of the deadline laid in the Order. In no case will delays of subcontractors be considered as a cause of force majeure.
- 3.8 If the occurrence of a cause of force majeure results in a delay in the delivery of more than 5 (five) Business Days, or even of a lower delay which is not compatible with the Company's production requirements, the latter shall have the right to terminate the Contract by giving written notice to the Supplier, provided that in such cases, neither Party will, in addition to the obligation to refund any amount received for the Products and/or the Services not delivered and/or not offered, have further liability towards the other Party in connection with the Contract.

4 Acceptance of the Products or the Services

- 4.1 The Products must be: (i) delivered by the Supplier in the quantities specified in the Order and must comply with the Specifications and these Standard Conditions and the applicable laws and regulations in force on the date of the Order, and (ii) made with quality materials, processed according to the best practice, and designed (except as provided in the Specifications) according to the best technical regulations.
- 4.2 The Company shall have the right to reject any Product or Service that does not comply with any provision of this Contract, including, by way of example only, the Specifications and the provisions set forth in paragraphs 6.1 and 6.2. The Company, at its sole discretion, shall have the right: (i) to request the replacement of the Products or Services rejected (on Supplier's expense and liability); (ii) to obtain a corresponding reduction in the price, or (iii) to terminate the Contract, in whole or in part, and to purchase third party products or services equivalent to the Products or Services rejected.

It is understood that the Supplier will be liable for all costs caused by the replacement of the Products or Services rejected, save for any possible further damage. All Products rejected shall be returned to the Supplier at its risk and expense.

The Parties agree that, notwithstanding the provisions of the art. 1495 of the Civil Code, the limitation period for any claim made by the Company for any possible defect in the Products and/or Services is 90 (ninety) days after the relevant discovery.

- 4.3 The acceptance of the Products and/or the Services shall not affect the guarantees, the other provisions of these Standard Conditions, as well as the standards of Products and Services provided for in the Specifications, and it shall be without prejudice the Company's right to demand the fulfilment of the above provisions once the Product or Service has been accepted.

All the signatures of the representatives of the Company with respect to the Products delivered shall be construed only to confirm the number of packages received. In particular, they do not constitute proof of delivery of the correct amount or the exact number of Products, or that the delivered Products are in the agreed state and quality, and in compliance with the Specifications.

5 Property and Risk

- 5.1 Notwithstanding articles 1510 and 1378 of the Civil Code, the Products shall remain the sole property and under the sole responsibility of the Supplier, who shall bear all relevant risks, until the time of their delivery to the Company in accordance with the provisions provided for by the Contract.

6 Guarantees

- 6.1 Save for the guarantees and rights provided for by law in favour of the Company, the Supplier warrants that (i) the Products will be free from defects, will be of good quality, suitable for their purpose and in compliance with the Contract, the Specifications and related applicable regulations, and (ii) the Services will be performed and rendered using suitably qualified and experienced staff, they will be provided in accordance with the Contract, the Specifications and related applicable regulations and with the expertise and experience appropriate for the type of service.

The Supplier undertakes, for a period of 24 months from the date of delivery of the Products or performance of the Services, to put in place all necessary and appropriate activities to remedy the defects and breaches of the warranty provided for in this paragraph. Any replacement Product will be warranted for a further period of 24 months from the date of replacement.

7 Prices and Payments

- 7.1 The price of the Products and/or Services shall be specified in the Order. Notwithstanding Article 1475 of the Civil Code, the price includes all costs of packaging, labelling, insurance, delivery, installation and all other costs and expenses incurred by the Supplier in connection with the Products and their delivery, and with the Services, unless otherwise stated in the Order. Any additional costs and expenses must be specifically approved in writing by the Company. The price is fixed and not subject to any adjustment.
- 7.2 All sums due under the Contract are exclusive of VAT.
- 7.3 The Supplier may issue an invoice to the Company only upon or after the date of delivery of the Products or the date of completion of the Services. Invoices must be sent to the address and in the manner specified in the Order. The number of each Order must be written clearly on invoices, shipping documents and correspondence relating to the Order itself.
- 7.4 The Company will pay the price of Products or Services in accordance with the provisions provided for in the relevant Orders.
- 7.5 The Company shall have the right to offset any sum payable by the Supplier (including, by way of exemplification only, amounts due in compensation for the damage suffered by the Company) with amount due by the Company to the Supplier pursuant to each Contract. The Supplier shall not be entitled to apply any amount due to the Customer under the Contract in or towards payment of any sum owed by the Company to the Supplier in relation to any matter whatsoever.
- 7.6 Unless otherwise stated in the Order, the price of the Products and/or the Services will be considered in Euro.

8 Quality

- 8.1 Save for what provided for in the Specifications:
- (a) Any changes proposed by the Supplier in relation to processing methods provided for in the Specifications or otherwise agreed in writing with the Company shall be subject to prior written consent of the latter, and
 - (b) to ensure the control by the Company over the Products' quality, the Supplier undertakes (i) to supply, within three business days from the relevant request issued by the Company, the samples of each batch of Products in order to allow the verification and examination, as well as (ii) to ensure the access by the Company (during working hours) to its facilities to carry out the necessary analysis.

9 Indemnification and Liability

- 9.1 Without limiting any other rights and remedies provided for by law or by these Standard Conditions, the Supplier shall indemnify and hold the Company harmless from any damage (direct or indirect), liabilities, loss, tax, cost or expense of any nature (including attorneys' fees) arising out of or caused, to the Company or any third party, by the breach of the Supplier's undertakings under the Contract (including any delays in delivery of the Products or Services or any deviations from the Specifications) and/or the violation of the warranties provided for by the same. By way of example, the Supplier shall fully indemnify and hold the Company harmless from any claim or liability for damages suffered by the latter as a consequence of a delay or failure of the Product or Service or, more in general, resulting from a Supplier's failure to comply with the provisions provided for in the Contract.
- 9.2 The Supplier shall, upon request of the Company but at its own expense, defend and/or assist the Company in defending itself in the course of any lawsuit, dispute, claim or demand incurred by the Company under the preceding paragraph.
- 9.3 The Company shall not be liable vis-à-vis the Supplier for any damage suffered by the latter in connection with the Contract, except for the cases of wilful misconduct or gross negligence.

10 Insurance

- 10.1 The Supplier shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract.

11 Confidentiality

- 11.1 The Supplier shall keep confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Company.
- 11.2 The confidentiality obligations under this Article 11 will not apply in the following cases:
- (i) information in whole or in part of public domain and not become such because of a breach of confidentiality obligations under this Article,
 - (ii) information that was already in the Supplier's possession prior to the conclusion of the Contract,
 - (iii) information that had already been provided by a third party authorized to disclose it, or
 - (iv) information in respect of which there is an obligation of disclosure required by applicable law or by order of the court or a government agency or other body.
- 11.3 The Supplier shall not make announcements or otherwise publicize the existence or divulge the contents of the contractual relationship with the Company without its prior written consent.

12 Intellectual Property

- 12.1 All inventions, creative works, databases, drawings, models and other Intellectual Property Rights made during, or at the processing of the Order will be assigned exclusively to the Company.
- 12.2 The Supplier warrants that the delivery to the Company, and subsequent use by the Company, of the Products, and performance to the Company, and subsequent use by the Company, of the Services do not involve any infringement or other violation of Intellectual Property Rights of any third party.
- 12.3 The Supplier shall indemnify and hold the Company harmless from any damage (direct or indirect), liabilities, loss, tax, cost or expense of any nature (including the costs of legal counsel) arising out of or occasioned by lawsuits, disputes, claims or requests from owners, dealers or licensees of Intellectual Property Rights, in relation to the Products and/or the Services, and to their use by the Company.
- 12.4 The Supplier shall, at the Company's discretion but at its own expense, defend or assist the Company in defending itself in the course of the above lawsuits, disputes, claims or demands.

13 Supplier's personnel

- 13.1 The staff (including non-employed staff) used by the Supplier for the fulfilment of its obligations under the Contract shall operate, in case of activities carried out at the Company's premises, in full with all site rules applicable to the Company's premises. The Supplier shall keep the Company harmless and entirely free from any possible claim, of any kind whatsoever, from its staff (including non-employed staff).

14 Termination and right of withdrawal

- 14.1 The parties expressly agree that, in addition to any other remedy provided by law or by the Contract, the Company shall have the right to terminate each Contract by operation of law pursuant to Article 1456 of the Civil Code should the Supplier be in breach of any of the obligations set out in paragraphs 3.2 (Delivery), 3.8 (Force Majeure), 4.1 and 4.2 (Acceptance of Products/Services), 6.1 (Warranties), 9.1 and 9.2 (Compensation), 11.1 (Confidentiality), 12.1, 12.2 and 12.3 (Intellectual Property Rights), 13.1 (Personnel) and 15.2 (Subcontracting).
- 14.2 The Company shall be entitled to withdraw from each Contract with 15 days' notice if: (i) the Supplier becomes insolvent, (ii) the Supplier is declared bankrupt or is subject to liquidation or other insolvency proceedings, or (iii) the Supplier undergoes, directly or indirectly and in any form, a change of control to any person which the Company reasonably considers to be a competitor.
- 14.3 In any case of termination or withdrawal from a Contract, the Company may reject goods or services provided under another Contract if they cannot be effectively and commercially used as a consequence of such a termination or withdrawal.
- 14.4 In any event of termination of (or withdrawal from) a specific Contract, the Supplier shall immediately return to the Company (or, if the Company so requests in writing, destroy) all the documentation and materials relating to the Company, or to each Contract, in its possession at the date of termination/withdrawal.

15 Assignment and Subcontracting

- 15.1 The Supplier expressly grants its consent that the Company assigns or transfers, in whole or in part, at any time, the Contract and all or part of its rights and obligations hereunder.
- 15.2 The Supplier may subcontract its obligations under this Contract provided that the Supplier shall: (i) obtain the prior written consent of the Company (not to be unreasonably withheld or delayed), supplying all information reasonably required by the Company; (ii) require any sub-contractor to be bound by all appropriate obligations corresponding to those placed on the Supplier under this Contract, and (iii) require the sub-contractor not to subcontract or otherwise delegate its responsibilities.
- 15.3 The Supplier shall be held directly and jointly liable to the Company about the proper and punctual performance by such subcontractors of the obligations under the Contract.

16 Miscellaneous

- 16.1 Nothing contained in these Standard Conditions shall constitute or be construed as creating between the parties a partnership or joint venture or a relationship between employer and employee or between principal and agent, no employee, contractor, agent or consultant to the Supplier may be considered or may become an employee of the Company.
- 16.2 Any changes or modifications to these Standard Conditions shall be valid only if made in writing, if they relate specifically to the Contract and if they are signed by a duly authorized representative from each Party.
- 16.3 The waiver by either Party to enforce any violations of these Standard Conditions shall not affect the subsequent applicability of the clause violated and shall not be deemed a waiver of subsequent breach of such provision or any other provision. The waiver of breach of these Standard Conditions shall be in writing.
- 16.4 Should any of the provision contained in these Standard Conditions be held invalid or unenforceable, for any reason under any applicable law, such provision shall be deemed omitted and the validity and enforceability of the remaining provisions of these Standard Conditions will not be affected.

16.5 In the event of conflict between these Standard Conditions, the Order and the Specifications (when available), those documents will prevail, with reference to the sole provisions at issue, in the following order: (1) Order, (2) Specifications (when available), (3) Standard Conditions.

16.6 All notices under the Contract must be made in writing and sent by fax, courier or registered letter addressed to the party as stated in the Contract, or another address notified from time to time.

17 Governing Law and Jurisdiction

17.1 The Contract is governed by Italian law. The Vienna Convention of 1980 on the International Sale of Goods will not apply.

17.2 Any dispute arising out of or related to these Standard Conditions or to the Contract shall be referred to the exclusive jurisdiction of the Court of Monza.