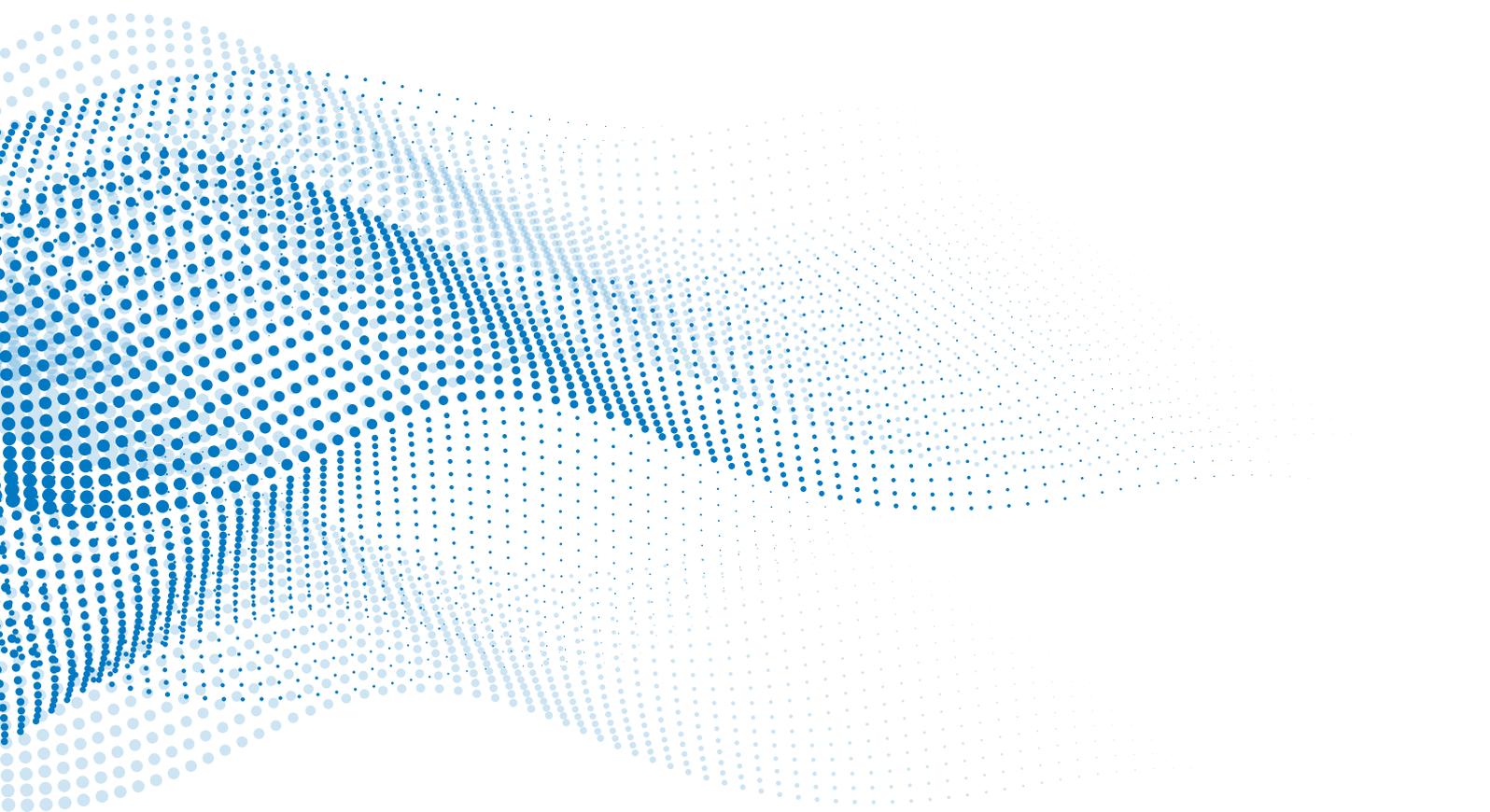




**GENERAL CONDITIONS  
OF PURCHASE**





## GENERAL CONDITIONS OF PURCHASE

### 1. INTRODUCTION

SAIM S.p.A. (hereinafter to be called SAIM) has its registered office in Milan at Via F.lli Gabba 1/A, Tax code and VAT Registration Number 00847030152, Milan Economic and Administrative Archive no.

807037, Court of Milan Business Register no. 143011, Certified e-mail: direzionepec@saimgroup.legalmail.it

For the purposes of these General Conditions of Purchase, Supplier will mean the contractual counterparty to SAIM in a sale-purchase contract, a works contract or a labour services or supply contract.

Orders will always be deemed to be subject to these general conditions save in the event of express exclusion.

### 2. ACCEPTANCE

The written acceptance of the order by the Supplier must reach SAIM with the return of the duly signed special purchasing conditions and these general purchasing conditions within twenty days.

Any clause sought to be imposed by the Supplier in relation to the order in addition to, replacement of, or exclusion of, the general or special conditions which has not been ratified in writing by SAIM will be null and void.

Once performance of the order has begun, it will be deemed to have been accepted with reference to both the general and special conditions. Once 20 days have passed from the order without receipt of the confirmation or without performance having begun, SAIM will have the power to cancel the order concerned.

### 3. DRAWINGS, DESIGNS, TECHNICAL DOCUMENTS AND EQUIPMENT

Drawings, designs, technical contractual terms, rules, tables and technical documentation together with printed materials, forms and samples which SAIM makes available to the supplier, will remain the property of SAIM itself and may not be used in a manner differing from that agreed for the performance of the order. The Supplier will not be allowed to copy or reproduce them, whether directly or indirectly through third parties and acknowledges that the manufacture of, and trade in, products on the basis of drawings, designs, technical specifications etc. belonging to SAIM as illegitimate. It will also be required to maintain models, samples and specific equipment provided by SAIM in excellent condition and to take out, at its own expense, adequate insurance coverage for them against the risks of fire and theft.

### 4. DELIVERY OF THE GOODS

SAIM will be entitled, when necessary, to alter delivery programmes or to suspend the planned deliveries temporarily. Materials must always be accompanied by two copies of delivery or shipping documentation indicating: the supplier's name, shipping date, order number, the number of the executive delivery programme, quantities for each parcel, the matriculation/design and precise name of the materials delivered.

Each shipment must only contain materials from a single order. Deliveries where the above rules are not observed may be refused by SAIM.

The goods will always be deemed to have been delivered to SAIM's warehouses.

Risk for the goods will only be transferred to SAIM at the moment of their receipt.

Packaging must be appropriate for the materials supplied and the means of transport involved. As a consequence, all damage arising from defects in the packaging will in any case be borne by the Supplier even when the shipping of the materials has been agreed as being free on departure.

### 5. QUANTITY AND QUALITY OF THE DELIVERED GOODS

SAIM will only be required to accept the quantities set out in orders or executive delivery programmes.

Any tolerance in relation to quantities must always in any case be expressly agreed. The simple delivery of the ordered products does not in itself give rise to the acceptance of the goods.

Complaints in relation to faults or defects in the delivered goods may always be made by SAIM within three months from the receipt of the same or from their discovery in the case of latent defects.

In the case of non-conforming products SAIM will be able, at its choice:

- a) To make good the defective products with the additional work to be borne by the Supplier;
- b) To invite the Supplier to make the selection of the conforming products at its own expense;
- c) To request the replacement either of defective products or the entire consignment of which they form part;
- d) To refuse the defective products or the entire consignment, without prejudice in any case to compensation for loss and damage.

### 6. WORKS CONTRACTS, CONTRACTS FOR WORKS AND SUPPLY CONTRACTS

During the negotiation of the contract or in any case by the beginning of the works, the Supplier will be

required to provide SAIM with the following:

- a) Certification of registration with the Chamber of Commerce;
- b) The self-certification indicated under point a. of Article 26 of Legislative Decree no. 81 of 09/04/08;
- c) Copy of the risk assessment identifying:
  - The manager of the safety protection and accident prevention service;
  - The worker safety representative;
  - The competent medical officer;
  - The fire prevention and first aid staff;
- d) The operational safety plan for the intervention to be made. The plan must provide a detailed description of the risks, the chemicals and the work operations involved in the performance of the works together with the related accident prevention and safety protection measures to be adopted;
- e) The names of all workers taking part in the works including those of any sub-contractors or selfemployed workers including their INPS and INAIL registrations.

Sub-contracting in the performance of the annexed contract will be forbidden save for exceptions authorised in the contract and only in relation to limited and special work.

The contractor will be liable for its sub-contractors and will be required to produce the documentation relating to safety indicated above applicable to the sub-contractor prior to the commencement of works.

### 7. THE PURCHASE AND SUPPLY OF MATERIALS AND CHEMICALS

In the case of the purchase or supply of chemicals or preparations, the related safety sheet in Italian and English, based on and conforming to REACH rules, must be provided on the delivery of the materials.

### 8. DELIVERY TIME LIMITS

Agreed delivery time limits will be mandatory except in cases of force majeure described in Article 9. The mandatory nature of the time limits will apply to deliveries made both late and in advance if not explicitly agreed. In cases of non-compliance with delivery time limits, even for a single part of an order, SAIM reserves the right, at its discretion, to proceed on the basis of the provisions set out in Article 9.

### 9. DELAYS IN DELIVERIES AND PENALTIES

The following will be deemed to be causes of delay outside the control of the Supplier:

- A cause of force majeure;

- Orders issued by the government or other public authority;
- Actions of a person implicated in subversive activities or sabotage;
- Epidemics or quarantine restrictions;
- Fires, floods, explosions or other catastrophes;
- Strikes, interruptions, closures, work stoppages or factory occupations.

In any case the supplier will be required to inform SAIM immediately in writing of the commencement and cessation of the causes described above and to take all measures appropriate to limit their effects.

In the event of delays in deliveries, even if only in part, SAIM, without prejudice to the possibility of applying the penalty described below and obtaining compensation for loss and damage, reserves, at its discretion, the power to:

- Maintain the order unchanged;
- Cancel the order by means of simple written notice to the Supplier and with release from the offer referred to in the first paragraph of Article 1517 of the Italian Civil Code;
- Obtain supplies from elsewhere including when not including the cases defined in Article 1516 of the Italian Civil Code.

Where the delay is attributable to the Supplier, it will be required to pay a penalty of 1% of the order value for each week's delay without prejudice to the recovery of greater loss and damage.

#### **10. WARRANTIES**

The supplier guarantees that the finished product will be free from any fault and/or defect deriving from manufacturing which is incorrect or not conforming to what was agreed, or from the materials used (even if supplied by SAIM) for a period of 12 months from the delivery date.

As a consequence, when, after the sale of the product from SAIM to its own customers, defects in the goods are identified within 12 months from the supply, the Supplier will be required, at SAIM's discretion

- to ensure its repair, free replacement or the payment of the price of replacement effected by third parties without prejudice in any case, to compensation for greater loss and damage.

#### **11. INVOICES**

If not subject to the Italian law in force with regard to the electronic invoicing, original invoices must be accompanied by two (2) copies for administrative use (made out and addressed in the manner indicated under point 1 of these general conditions).

Each invoice must only refer to a single order, contain all indications, refer to the delivery document and indicate the materials described in the latter in the same order. In the case of partial delivery, the invoice should indicate whether the delivery is an advance or complete. Invoices which do not comply with SAIM's indications may be rejected and all costs for their re-issue will be borne by the Supplier. It is agreed that, with reference to payment of invoices arriving later than the tenth day following that of the delivery of the goods, the invoice date will be that of the date stamp indicating its date of arrival at the receiving office.

The manner and time of payment will be those indicated in the order and in no circumstances will charges for interest not precisely negotiated in advance with the supplier be accepted even if provided for in the latter's sales conditions.

#### **12. INDUSTRIAL PROPERTY**

The Supplier will be required to inform SAIM if it is the owner or the licensee of industrial property rights relating to the design and/or technology of the supply together with all indications necessary to identify the rights themselves.

The Supplier will also be obliged not to effect the supplies in breach of third party patents or licences and will be liable for resolve any disputes raised by third parties in relation to such matters.

#### **13. PUBLICITY**

Save with prior written authorisation from SAIM, the Supplier will not be entitled to divulge or make public the extent to which it has committed itself to supplying SAIM.

#### **14. DISPUTES**

The Court of Milan will have exclusive competence in the case of recourse to legal action and Italian law will be applied.

#### **INFORMATION IN RELATION TO LEGISLATIVE DECREE 231/2001**

The Supplier hereby declares that it knows the law in force regarding the administrative liability of companies and the provisions of Legislative Decree 231/2001. The Supplier hereby acknowledges that SAIM S.p.A. has adopted an Ethical Code in compliance with the provisions of Legislative Decree 231/2001. The Supplier also declares that it knows the text of the above document, published on the website [www.saim-group.com](http://www.saim-group.com). The Supplier undertakes that it will not carry out, and that it will ensure that its own directors, employees and/or collaborators will not carry out, acts or behaviour of such a nature as to give rise to the breach of the Ethical Code of SAIM S.p.A. and more generally, to the commission of offences as per Legislative Decree 231/2001.

The Supplier also guarantees that it has adopted measures which are able to guarantee the conduct of the activities forming the subject matter of this contract in compliance with the Ethical Code of SAIM S.p.A.. Should the Supplier fail to comply with the provisions of Legislative Decree 231/2001 or of the Ethical Code, SAIM S.p.A. will be entitled to terminate the contract by reason of breach pursuant to Article 1456 of the Italian Civil Code by giving the Supplier simple written communication to such effect by means of registered letter with notice of receipt or certified e-mail as resulting from public records.

#### **INFORMATION ON PERSONAL DATA PROCESSING PURSUANT TO ARTICLE 13 OF LEGISLATIVE DECREE 196/03 AND EU REGULATION 2016/679**

1. In compliance with the provisions of Legislative Decree 196 of June 2003 (hereinafter also to be called the "Privacy Code") as subsequently amended and supplemented and, with effect from 25 May 2018 – of EU Regulation 2016/679 (hereinafter also to be called the "EU Regulation"), all the personal data to be exchanged between the Parties during the performance of the Contract will be processed respectively by each Party for the sole purposes indicated in the Contract and in a manner which will be instrumental for the performance of the same together with compliance with any obligations under the law, European legislation and/or instructions by the Regulatory Authority for the protection of personal data. They will be processed by means of both manual and automated procedures according to principles of lawfulness and propriety and in such a way as to protect confidentiality and recognised rights, observing adequate measures for the security of the data including sensitive data and those capable of revealing a person's state of health, laid down by the Privacy Code and the EU Regulation.

2. In particular, each Party undertakes from the date hereof, should either be required for the performance of the Contract to process third party personal data on behalf of the other Party, to ensure that it is designated by the latter, without any additional charge for either Party, as the related Data Processor pursuant to Article 29 of the Privacy Code or Article 28 of the EU Regulation, by a specific instrument to be annexed to this Contract. In the same way, should a form of Joint Controller of the processing of third party personal data by both Parties emerge from the dynamics of the performance of the Contract, the Parties hereby undertake to sign, without additional charges for either Party, a Joint Controller agreement pursuant to Article 26 of the EU Regulation to be annexed to this Contract and to comply with the obligations to provide information to the related data subjects.