

AUTEFA Solutions Italy S.P.A. con socio unico, Str. Campagnè 16, 13900 Biella, Italy
Soggetta all'attività di direzione e coordinam. da parte di HI-TECH TEXTILE HOLDING GMBH



AUTEFA Solutions Italy S.P.A. – General Purchase Terms for Deliveries and Services

AUTEFA SOLUTIONS ITALY S.P.A.
CON SOCIO UNICO
STR. CAMPAGNÈ 16
13900 BIELLA . ITALY
P +39 015 8484111 . F +39 015 8491880
www.autefa.com . italy@autefa.com

1. General regulations

The Purchaser is AUTEFA SOLUTIONS ITALY S.p.A., with registered office in Biella, Strada Campagnè no. 16, tax code and VAT no. 01220220022.

The present general conditions of purchase regulate all orders and/or purchase contracts stipulated by the Purchaser or by companies directly or indirectly controlled by it.

These general purchase conditions may be supplemented or modified by specific clauses of orders or contracts, it being understood that the effectiveness of the supplements or modifications is limited to the specific order or contract.

Any different condition of sale of the Seller shall be valid only if specifically approved in writing.

2. Orders

every order and contract as well as any amendments or additions thereto shall only be binding if approved in writing by the Buyer.

Quotations are binding for the Seller only and shall not give rise to any right to compensation in his favor, unless otherwise agreed upon in writing between the parties.

3. Prices

If not otherwise agreed upon in writing between the parties, the agreed upon contract prices are fixed and not subject to change and refer to delivery at the agreed upon location and include normal commercial packaging.

Any additional costs shall not be recognized by the Seller unless expressly approved in advance in writing by the Buyer.

4. Invoicing, conditions and terms of payment

Invoices must be provided in a verifiable form and must contain the Buyer's order number, complete order code and date of order. Invoices must conform to the order and refer to the Buyer's item numbers and order lines. Invoices must also show the number of the delivery note and the date of delivery. Invoices without all required data will be rejected and not processed. Payment is subject to checking of the invoice and verification that it corresponds to the purchase order and the delivery note.

Unless otherwise agreed in writing between the parties, the Buyer shall make payments at his discretion within 90 working days after delivery and upon presentation of the invoice.

5. Delivery

Deliveries and their schedules as set out in the contract or order are mandatory.

Deliveries and supplies that differ from the specifications indicated in the Buyer's orders shall not be accepted unless expressly accepted in writing by the Buyer.

In the event that the Seller delivers late with respect to the agreed terms and/or delivers the goods to places other than those indicated by the Purchaser, the Buyer may refuse the supply and may claim full compensation for damages from the Seller. Acceptance, with or without reservations, of a late delivery of goods does not constitute a renunciation on the part of the Buyer to compensation for damages resulting from the delay.

Notwithstanding the terms of the second paragraph of Article 1510 of the Italian Civil Code, unless otherwise expressly agreed in writing between the parties, transport is at the Seller's expense. The goods are shipped at the Seller's risk. Any damages, losses, shortages, defects or, in any case, shortages of material shall be borne entirely by the Seller.

The Seller shall immediately inform the Buyer if it becomes aware of any circumstances that prevent it from guaranteeing the punctual delivery of the goods and/or the quantity/quality of the goods requested; in any case, this does not exempt the Seller from the relative responsibilities resulting from the delay in the delivery of the goods or the lack of quantity and quality of the goods requested.

If the Seller is responsible for installation or commissioning, and unless otherwise agreed, the Seller shall bear all related indirect costs (including but not limited to travel and transportation costs, provision of equipment and reimbursement of expenses, etc.).

Unless otherwise agreed in writing between the parties, partial deliveries are not allowed.

Each delivery shall be documented by a delivery note indicating the order number and item number, the specification (nature, quality and quantity) of the material and all other information or documents required by the contract. In the case of contracts providing for the production of certificates, this shall also include the certificate(s) requested by the Purchaser.

For the purposes of any claims, the quantities, weights and dimensions noted by the Buyer when accepting the goods shall be authoritative.

In any case, the Seller, at the same time as delivery of the goods, shall deliver to the Purchaser all the documentation necessary and suitable for their regular use (by way of

example but not limited to, instruction and operation manuals, installation and assembly manuals, warranty certificates).

The delivery note and any other document must be affixed to the outside of the goods in a clearly identifiable manner and in a plastic envelope; if the delivery consists of several packages, each one must have its own delivery note.

The following principles must be observed when packing:

- the goods must always be packed in such a way as to exclude the possibility of damage due to normal transport and storage handling;
- each material (order item) must be packed in its own wrapping, i.e. different material numbers as well as order items must be clearly separated from each other;
- each cover must be labelled with the material number, description and quantity contained;
- insofar as assembly equipment is delivered as individual (unassembled) parts, it must be delivered as a kit, i.e. the parts must be contained in a single lid;
- where small parts are delivered, the delivery item and packaging material must be clearly identifiable as such.

Any additional costs and damages resulting from non-compliance with delivery times shall be born by the Seller.

Seller guarantees to respect and comply with the EU PESC and other laws, regulations, sanctions, restrictive measures.

Seller assumes all risks of loss or damage to the goods until they are received by Buyer at the agreed place of delivery.

6. **Transfer**

Any credit to the Buyer may only be transferred with the written consent of the Buyer.

7. **Late delivery of goods**

In the event that the Seller is late with a delivery or performance, the Buyer is entitled, at its sole discretion, to claim a delay penalty from the Seller in an amount which may vary from 0.5% to 10% of the contract price or order price, for each week of delay, without the obligation to prove actual damage.

Damages shall be due from the time they are claimed and may be deducted by the Buyer from any payment due under the contract.

Compensation for damages shall not release the Seller from the obligation to perform services or to supply goods or deliveries.

The right to compensation for damages shall not expire with the acceptance of the goods or services by the Buyer and no reservation is required.

8. **Prohibition of subcontracting and sub-suppliers**

Unless otherwise agreed in writing between the parties, the Seller is expressly prohibited from subcontracting the manufacture of the goods covered by the contract or order to third parties in whole or in part. In this case, the Seller shall be directly liable to the Buyer for all activities of the subcontractor as if they had been carried out by the Seller.

9. **Property reservation and confidentiality**

All drawings and sketches made available for the completion of an order and any other written materials or documents, models, samples and tools, including those produced for the Buyer according to his requirements, are and remain the property of the Buyer and must be returned free of charge upon request. The drawings and other materials referred to above and all drawings and materials or written documents produced by the Seller for the Purchaser and all knowledge and know-how made available to the Buyer must be used exclusively for the purpose of fulfilling the order. The Seller is obliged not to use them in any other way or for other purposes, not to copy and not to make available to third parties the knowledge and know-how acquired for the execution of the order or the contract. The Seller's undertaking to maintain the confidentiality of the technical and commercial information it receives from the Buyer for the purpose of executing the order or contract shall remain valid even after the order has been executed and the contract concluded.

The Seller shall be liable to the Buyer for all damages resulting from a breach of these regulations.

If the Buyer provides the Seller with materials and/or individual components for processing or further processing of the goods, the Buyer reserves the right of ownership. In the event of processing of several materials and/or components, the Buyer reserves the right of ownership of that part of the finished product in proportion to its value at the time of processing.

10. **Industrial property rights of third parties**

The Seller warrants that no third party's industrial property rights have been infringed in the manufacture, delivery and/or use of its goods. The Seller undertakes to indemnify and hold the Buyer harmless in all cases against claims by third parties arising from any infringement of industrial property rights.

11. **Changes in goods or methods**

Seller shall promptly notify the Buyer in writing of any intention to make changes in materials or production methods, relocation of production sites or methods of analysis used for and in relation to the purchased goods.

12. **Inspection by the Purchaser**

Buyer shall be entitled, after prior notice and at its own discretion, to require access to Seller's and/or its subcontractors' production facilities in order to inspect the production premises, the use of suitable materials, the employment of the necessary qualified personnel and the proper execution of the work. Any such inspection shall not have any legal effect on the formal acceptance of the goods or services.

13. **Seller's liability**

The approval of drawings, calculations and other materials by the Buyer, as well as participation in technical or official examinations, tests or acceptance procedures, shall not affect the Seller's exclusive liability for its goods and services. This shall also apply to suggestions, recommendations and other interventions by the Buyer.

The Seller shall be liable for all damages caused by the same and for the failure to comply with warranties in accordance with statutory regulations.

The Seller shall have all the authorisations and licences necessary to carry out its activities and shall comply with all legal regulations, in particular those concerning environmental protection, the treatment of employees, health and safety in the workplace and all legal obligations in the field of labour law, including those provided for by the CCNL and those concerning social security and welfare contributions, undertaking to compensate the Buyer for any damage caused to the Seller as a result of the breach of the above.

In the event that third parties make claims against the Purchaser in relation to the Seller's goods or services, the Seller is obliged to indemnify and hold the Purchaser harmless from such claims and to compensate the Purchaser for any damage caused to third parties, including costs and expenses incurred also for any legal action.

14. Delivery and execution

For orders relating to the delivery of machines and plants, the Seller shall deliver the goods complete and in working order and, in the case of a plant, the same shall conform to the qualities and contain all the parts necessary for proper operation even if the individual parts are not expressly indicated in the order. Elements and parts of the machine must be manufactured and arranged in such a way that they can be inspected, maintained and replaced economically. In connection with orders for assembly or commissioning, etc., The Seller shall perform a complete service ready for acceptance even if the individual services required are not described in detail in the order. The Seller shall be responsible in person and at his own expense for obtaining the necessary information in connection with the incorporation and intended purpose of his goods and services, the respective interface areas and the framework conditions for its execution, e.g. site conditions, available infrastructure and climatic and environmental conditions.

15. Work on site and in the workplace

The existence of a Buyer's assembly and/or commissioning supervisor on the construction site shall not exonerate the Seller from his responsibility for execution.

The Seller shall, however, have its own trained and experienced erection supervisor on site with the necessary authority. Any changes in relation to the assembly supervisor by the Seller shall be discussed in advance with and approved by the Buyer. Any agreements made by the Seller with the final Buyer or other third parties shall not be binding on the Buyer without his prior consent.

The Seller shall coordinate its services with the other participants.

A shared right of use in exchange for participation in the costs of scaffolding, equipment, etc. may be requested by other parties.

The Seller shall examine the construction site with regard to the nature of the ground, foundations and other preparatory work in connection with the requirements for installation; prior to any installation work, the Seller shall notify the Buyer immediately in writing of any difficulties and/or complaints.

The Seller's claims based on any hindrances or limitations shall be excluded insofar as the cause arises from non-compliance with the general obligation of coordination or insofar as such hindrance or limitation has not been immediately notified in writing.

16. Safety

The Seller shall inform itself in good time about the applicable regulations on safety, fire prevention, environmental protection, etc., and shall take all necessary safety measures, including the appointment and employment of a safety officer.

17. Assembly staff

The Seller shall provide the Buyer's installation manager with a list of the names of all personnel employed in the area of the works and sites. This list shall be kept up-to-date.

On request, the Seller shall prove that the necessary social protection is available for such personnel.

The Seller and his personnel shall comply with all legal, official and customer-related requirements at the place of assembly and in particular with the provisions relating to the employment of foreign workers. In the event of non-compliance, the Seller shall be liable to the Buyer and shall indemnify the Buyer against any claims by third parties.

Employees of the Seller or its subcontractors may be refused access to the work and the site for important reasons.

Any changes to the Seller's assembly personnel shall only be permitted with the prior written approval of the Buyer.

All taxes, costs for visas, vaccinations, etc. of the erection personnel due in the country in which they operate shall be borne by the Seller.

Any interruption of the assembly due to, but not limited to, the necessary departure of the assembly personnel for the purpose of extending visas shall be notified to the Buyer in good time. Any and all related costs shall be borne by the Seller.

All information relating to the country in which the operation takes place and the activities and regulations in force are provided by the Buyer to the Seller without any liability. Seller shall in any case inform itself, under its own responsibility, about such requirements.

In particular cases, Seller shall provide Buyer with evidence of the qualifications and employment of personnel.

18. Worksite rules

The Seller shall submit himself and his personnel to the applicable rules and directives of the Purchaser. In particular, Seller shall ensure that its employees and subcontractors comply with Buyer's rules and directives for maintaining order and safety as well as normal site control procedures.

All items and equipment brought to the site by the Seller and/or its subcontractors shall be clearly labelled in advance with the name or trademark of the company. Such equipment shall be subject to the Buyer's right of inspection. They shall comply with the import regulations in force in the country of assembly. A list of materials shall be provided to the Buyer's assembly manager. The installation and the content of the signs must be approved by the Purchaser's installation manager.

On completion of the work, the site shall be cleaned at the Seller's expense and delivered in good condition.

19. Acceptance

All deliveries and additional services shall require formal acceptance in each case.

The date of acceptance shall be set out in the Seller's written notification, subject to availability.

The results of the acceptance shall be recorded in a report, which shall only be valid if signed by an authorised representative of the Buyer.

Acceptance shall not be valid by means of technical tests or by means of acceptance by the authorities or by oral or other declaration, or by silence or by way of payment or use of the service or goods.

The costs of acceptance shall be borne by the Seller.

The costs of the first acceptance shall be borne by the Seller or the Buyer individually. If the first acceptance has failed for reasons for which the Seller is responsible, the Seller shall bear all further costs for a repeat acceptance.

20. Claims for defects

Seller shall deliver the goods and services in the quality and quantity agreed in the order or contract, free from defects and faults.

Acceptance of the goods and/or services shall be subject to and conditional upon the Buyer's checking of the correct quality and quantity, completeness and regularity of the supply.

The period for exercising the claim shall commence upon acceptance of the goods and services by the Buyer. In the event of defects, the Purchaser shall give notice thereof without delay upon discovery.

In the event of late notification of defects, the Seller waives its right to contest. The Buyer shall be obliged to notify the Seller of any defects found.

However, the Buyer may lodge a complaint no later than 18 months after commissioning, unless the commissioning is delayed for reasons not attributable to the Seller.

The Buyer shall have the right to demand that the Seller perform the contract correctly or to remedy the defect/defect himself and claim reimbursement from the Seller of the costs incurred for the remedial measures or to terminate the contract or claim a reduction in the purchase price or reimbursement of the costs incurred, without prejudice to the right to compensation for damages.

In the case of parts of supplies or services that cannot be used due to a delay in operation caused by non-performance or the installation of replaced or improved parts, the period during which complaints about defects and related claims can be asserted shall be extended by the duration of the interruption.

In the event of defects and deficiencies in the modified and/or replaced parts, the Buyer retains the same rights of complaint and the period for asserting claims for defects and deficiencies and related rights shall commence upon further acceptance by the Buyer.

Payment for the supply shall in no way affect the Buyer's right to contest it and to repeat the payment as well as to claim compensation for damages suffered, none excluded.

21. Spare parts

The Seller shall guarantee the availability of spare parts for a minimum period of 10 years after the expiry of the period for claiming defects.

22. Early termination

In addition to serious violations of contractual obligations by the Seller, the following constitute grounds for early termination of the contract, by way of example but not limited to: non-payment and/or excessive indebtedness or the initiation of insolvency proceedings against the Seller or voluntary liquidation by the Seller.

Early termination of the contract shall take effect upon receipt of the notice of termination to be sent by registered letter with advice of receipt or by certified email.

In the event of early termination of the contract by the Buyer, payment is due for goods and services provided up to the time of termination on the basis of the contract.

In the event of termination of the contract by the Buyer for serious reasons, the Seller shall only be reimbursed for services and goods provided up to the time of termination and which can be used by the Buyer.

The costs and/or expenses incurred by the Buyer in performing its own or a third party's replacement service shall be charged to the Seller.

The Buyer shall take account of any costs or damages arising from its own or third-party replacement services when invoicing. The same shall apply to contractual penalties, liquidated damages or similar payments that have become due.

23. Data protection

For the purposes of Italian law on the processing of personal data, the Buyer informs the Seller that the personal data of persons or bodies that have a relationship with the Buyer are collected, recorded, processed, stored and used for administrative, accounting and commercial reasons (management of orders, invoices and payments, administration of supplies, customer relations, etc.). The aforementioned data may be disclosed to third parties for the reasons for which they were collected. Unless otherwise specified in writing, the data are stored at the registered office of the Buyer, who is authorised to process and responsible for the same.

Pursuant to EU Regulation 2016/679 (GDPR) by signing these general conditions of purchase, the Seller declares that it has received the information on the processing of personal data, that it has been informed of the rights that EU Regulation 2016/679 recognises and gives its consent to the processing of its personal data.

24. Unauthorised advertising

The Seller is not allowed to make any reference to any order, including for advertising purposes, without the prior written consent of the Buyer.

25. **Applicable law and competent court**

These general conditions of purchase are governed by Italian law, regardless of the fact that they may be translated into other languages for information and commercial purposes.

Any dispute that may arise in relation to the validity, interpretation and execution of these general conditions of purchase shall be devolved to the exclusive jurisdiction of the Court of Biella.