

GENERAL CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

- 1. Orders.** Orders issued by our Company are valid only if prepared in writing. They take effect and become binding only upon receipt by us of the Supplier's written order confirmation, which must arrive within 10 (ten) calendar days after order date. Execution of the order is in any case considered to be the acceptance of the present General Conditions of Purchase ("Conditions" hereinafter). Failure to execute the order by the required deadline gives us the right to cancel the order and request compensation for any damages. Estimates are binding for the Supplier and are not paid.
- 2. Prices, invoicing, and transport documents.** The prices indicated in the order are fixed and are not subject to review. Unless otherwise indicated in the order, prices mean prices for goods free warehouse, inclusive of packaging, transport, insurance, and of any other cost connected with execution of the order. If sold on a carriage-forward basis, the goods must be put under the "best tariff" heading. Any higher expenses stemming from erroneous declarations are at the Supplier's charge. The goods' invoices and transport documents must be received at the address shown in the order and must indicate: (a) the full order number, (b) description and quantity of the goods supplied, (c) the transport document's date and reference number and (d) the detailed price. If these requirements are not observed, invoices are considered not to have been received and, consequently, the terms of the relevant payment will not start until our Company has received a proper document from the Supplier.
- 3. Terms of delivery.** The terms of delivery indicated in the order are mandatory and of the essence. For the purposes of ascertaining compliance with them, the date of arrival of the goods at the place of destination, as attested by the signature, date and time written on transport documents, constitutes proof thereof. The timing specified in the order cannot be changed, unless this is agreed in writing. Any early deliveries will not be allowed unless they have been agreed beforehand, and in any case will not give the right to any benefit for the Supplier. Unless otherwise indicated in the order, if delivery is late and this does not depend on our Company, a penalty equal to 1% of the total price of the supply will automatically be applied for each week of delay, without any need for notification. This penalty shall not, in total, exceed 5% of the supply's total price, saving any major damage. The right in any case holds good for our Company to terminate the contract early due to non-performance by the Supplier by means of simple written notification to the latter.
- 4. Shipments.** The Supplier must supply the goods in adequate packaging, compliant with current regulations concerning waste, including dangerous waste, and in particular with Italian Legislative Decree no. 22/1997, Title II, as subsequently amended and implemented, in ways acceptable to the usual carriers and able to assure delivery of the goods in perfect condition at the place of destination. Packaging will not be returned to the Supplier, unless otherwise agreed by the parties. Management of packaging and of packaging waste must in any case comply with the regulations mentioned above. Shipments are carried out at the risk and peril of the Supplier, which must take out adequate insurance coverage at its own expense, valid until arrival of the goods at the place of destination. Any costs caused by the need to accelerate transport in order to meet the delivery deadline are totally incumbent upon the Supplier.

5. Passing of ownership and transfer of risk. Unless otherwise envisaged in the order, the passing of ownership and transfer of risk take place upon delivery of the goods at the place of destination. Any retention-of-ownership clause inserted by the Supplier shall be taken not to have been written.

6. Acceptance. Delivery and passing of ownership do not constitute acceptance of the goods by our Company. Given this, any acceptance of the goods expressed at the time of delivery shall always mean “conditional acceptance”. Acceptance of the goods is subject to the positive outcome of the inspection and/or check performed by our Company or on its behalf, without any constraint in terms of form and/or term, to check their compliance with specifications, absence of flaws, and suitability for use. Weighing, measuring or counts performed upon arrival of the goods at our factory are binding for the parties.

7. Warranty. The Supplier’s term of warranty is 24 (twenty-four) months as from delivery of the goods at the place of destination. The term for reporting any flaws, either evident or hidden, is 15 (fifteen) days as from the date of discovery, saving any longer term established by the Supplier. The Supplier guarantees, for the entire duration of the warranty, that the goods comply with specifications; are of perfect quality; are free of any defects of design, materials, production and operation or of any other defect; are suitable for their intended use; and comply with regulations currently in force. Even if not indicated in the order, the Supplier guarantees that the goods supplied are complete with all the parts necessary for their full utilisation, with safety devices, and with conformity certificates and any other documentation envisaged by current regulations, specifically including regulations concerning hygiene, workplace safety and environmental protection. Specifically, the goods must be supplied complete with CE markings and related regulatory certification and documentation. The Supplier guarantees that it will, and undertakes to, indemnify and hold our Company harmless from any damage suffered and from any third-party claim or action arising from non-compliance with the aforesaid requirements. The Supplier also undertakes to supply the goods ordered according to the most recent “state of the art”, applying the most up-to-date regulations in force at the time when the order is issued or that come into force during execution of the order, agreeing, if necessary, any changes to delivery times. Acceptance of the goods by our Company, as per Clause 6 herein before, does not exonerate the Supplier from the warranty on the goods supplied, nor does it lead to waiver by our Company of enforcement of its rights.

8. Incorrect or faulty goods. In the case of non-acceptance of the goods supplied or of faults found within the warranty term, the Supplier must immediately collect the goods and replace them at its risk and expense at the same place of destination. In the absence of this, we reserve the right to proceed, at our discretion, with immediate replacement of the goods, charging the Supplier for related costs, including storage and shipment costs, higher price and any other costs. We in any case retain the right to ask the Supplier for a price reduction or to proceed with termination of the contract for non-performance via simple written notification and to ask for possible compensation for damage. Our Company will in any case reject any supply of goods containing radioactive waste, also following detection of radioactivity upon transit of the detector at the factory entrance. Any expenses for storage and reshipment of the goods to the Supplier shall be payable by the latter.

9. Payments. Payment is made at the conditions and in the terms indicated in the order, after receipt and checking of the goods. Any conditions or terms of payment mentioned in the invoice different to those indicated in the order, shall not be considered valid and invoice payment shall take place at the conditions and in the terms initially fixed. Our Company shall be able to offset its debts to the Supplier with receivables, accrued or otherwise, including future receivables, that the Company or another company of the same industrial group has vis-à-vis the Supplier up to the amount of related invoices. (The Supplier, at its request, will receive information on the industrial group's structure).

10. Modifications and cancellations. When so requested by us in writing, the Supplier undertakes to modify promptly the characteristics of goods ordered and not yet delivered. The Supplier shall inform our Company in a timely manner of any changes in price or timing made necessary by the changes requested. The aforesaid modifications will be agreed by the parties in writing via amendment of the order or issue of a new order. No delivery of goods differing from or not compliant with specifications will be accepted, unless this is agreed in writing beforehand by the parties. Our Company reserves the right to cancel the order by means of a registered letter with advice of receipt, without paying any penalty to the Supplier.

11. Industrial property rights and confidentiality. All designs, data, systems, operating procedures, figures, drawings and other information that, regardless of their nature and origin, have been communicated by our Company to the Supplier or that the latter has learned as a result of observation or use of the same, form part of our Company's exclusive property; they must be treated as strictly confidential; they can be used by the Supplier solely to execute the order; and they must then be returned to our Company, without retaining any copies of the same. The Supplier warrants that use of the goods supplied does not infringe patents or other third-party industrial property rights and undertakes to hold our Company harmless from any third-party demands or actions and to pay for any consequent damage, loss or disadvantage suffered by our Company.

12. Force majeure. Any strikes, wars, epidemics and natural disasters, or other circumstances not foreseeable and beyond the Supplier's reasonable control, which may oblige it to halt its activity partly or totally, constitute force majeure that exonerate the Supplier from executing the order while such events persist. The Supplier must immediately notify our Company of the onset and end of such events, also supplying, at our request, certification of the relevant Chamber of Commerce proving the force majeure cause. If execution of the order is reasonably impossible, our Company reserves the right to terminate the contract either totally or in part by means of simple written notification to the Supplier.

13. Organizational model pursuant to Italian Legislative Decree 231/2001. With acceptance of the order expressed in any form, all the principles of conduct applied by our Company in compliance with Italian Legislative Decree 231/2001 and published on our Company's Internet site: www.coppermoulds.com are taken to be accepted without any reservations whatsoever by the Supplier, which engages to observe them rigorously for the purposes of order execution.

14. Treatment of personal data. With acceptance of the order, the Supplier expressly confirms and is therefore aware of the information statement concerning treatment of personal data pursuant to Italian Legislative Decree 196/2003, available on our Company's Internet site: www.coppermoulds.com .

15. Applicable law. Competent jurisdiction. Any controversy concerning supply, even if arising with foreign parties or for goods supplied from abroad, is governed by current Italian legislation and comes under the exclusive jurisdiction of the Florence law courts. Our Company nevertheless reserves the right, if it starts proceedings against the Supplier, to elect the competent court of the Supplier's place of residence or domicile in Italy or abroad.

16. Acceptance of General Conditions of Purchase. With acceptance of the order expressed in any form, all the Conditions contained herein (and published on our Company's Internet site: www.coppermoulds.com) are taken to be known and accepted without any reservations whatsoever. They prevail over any different general or specific conditions contained in the Supplier's documents. Other conditions, other than those contained herein, shall be applicable only if specifically approved in writing by our Company.