

## General Conditions of Purchase of AMUT SPA (GCP)

**Definitions used in these general conditions of purchase (GCP):** The Buyer is AMUT SPA -Via Cameri, 16-28100 Novara - Italy. The Supplier is the firm to which the purchase order is assigned. The Supply is any kind of supply of materials, goods or services composing the purchase order. The GCP are the clauses contained in the present document. The special conditions are the clauses contained in AMUT SPA purchase order. The specifications and technical specifications are the documents defining the technical and operational requirements of the supply.

**Article 1 - General requirements.** The GCP are an integral part of the purchase order and are applied as its essential clauses. Only the special conditions shown in the single purchase orders prevail the GCP and may constitute an exception to the same. The GCP and the possible special conditions cannot be modified nor be subjected to additions, unless there is a written agreement between AMUT SPA and the supplier. The GCP apply to all purchase orders transmitted by AMUT SPA to the supplier. In case, for any reason, one or more of the articles mentioned in these GCP are ineffective or opposite to mandatory laws, the inefficacy and the opposition to mandatory laws do not extend to the other revisions of these GCP.

**Art. 2 - Acceptance of the General Conditions of Purchase and of the purchase order.** The supplier officialises the acceptance of the purchase order by returning a copy of it duly stamped and signed. If within fifteen (15) days from the purchase order receipt, the supplier has not returned such document duly stamped and signed, AMUT SPA reserves the right to cancel the purchase order in any time. The begun execution of the purchase by the supplier constitutes full acceptance thereof including all relevant reference documents (GCP, technical specification, specifications, etc.). The GCP are tacitly accepted unless different notice, which must be transmitted to AMUT SPA within 15 days from the purchase order receipt.

**Art. 3 – Complete agreement.** Purchase order, GCP, special conditions and attachments represent the entire agreement between the parties and cancel all previous agreements regarding the subject matter of the supply. The acceptance of the purchase order and its annexes by the supplier automatically cancels the supplier general conditions of sale.

**Art. 4 – Delivery terms.** The supplier undertakes to adhere strictly to the delivery terms shown in the purchase order, which are to be considered as essential and accepted.

**Art. 5 – Prohibition of transferring purchase order and credit.** The supplier is not entitled to assign to third parties, even partially, the purchase order without the prior written permission of AMUT SPA. The transferability of credit, resulting from the purchase order to the supplier, is excluded, if not expressly and officially authorized by AMUT SPA

**Art. 6 - Force Majeure.** In the presence of an event of Force Majeure (such as for examples earthquakes, fires, epidemics, etc.) that could compromise the agreed delivery dates, the supplier is obliged to immediately inform AMUT SPA in written form, by specifying the estimated or real entity of the resulting delay. The supplier shall in any case take all the necessary measures to reduce or regain the lost time. The possible new delivery date will have to be agreed between AMUT SPA and the supplier, in accordance with the obstacles caused by the Force Majeure. In case the event of Force Majeure causes a delay of more than 60 days (sixty) to the delivery dates, AMUT SPA reserves the right to cancel the purchase order in any moment, by sending a registered mail or a fax to the supplier.

**Art. 7 - Delivery and packaging.** Goods must be delivered together with the required shipping documents, which must include the following info: - date, -goods code, -description of the product / service, -quantity, -gross and net weight of the packages, -shipping method. The supplier must properly pack the supply, according to what specified in the purchase order or, if not specified, according to the best techniques usually applied in trade, by always keeping the responsibility for all damages possibly suffered by the supply because of an unsuitable packing.

**Art. 8 - Penalty for late delivery.** In case of delayed delivery of the supply object of the purchase order, AMUT SPA reserves the right to apply to the supplier, without the prejudice of any right of termination and compensation for any occurred damage, a penalty of 0.5% of the value of the amount indicated on the purchase order, for the supply not delivered within the contractually established and for each full week of delay. The total amount of the penalty shall not exceed the 10% of the value of the purchase of the delayed delivery

**Art.9 -Prices.** In the absence of clauses expressly provided in the purchase order, prices are fixed and not revisable.

**Art.10 - Invoices.** All invoices shall be headed as follows: AMUT SPA, Via Cameri, 16 - 28100 Novara Italy. All invoices to be issued by the supplier in two copies and headed to AMUT SPA must contain: - AMUT SPA purchase order number and date; - supplier code assigned by AMUT SPA; -list of the supply items in the sequence indicated in the purchase order; -supplied quantity; -shipping document no.; -no. of delivered packages.

**Art. 11 – Delivery check.** The supply acceptance depends on the verification that both quantity and quality terms, requested through the purchase order by AMUT SPA, have been respected. Upon goods delivery, at the fixed price list, AMUT SPA will perform the proper quantity and quality checks. If the product/service does not comply with what agreed in the contract, it will be rejected and put at the supplier's disposal for the possible replacement, at his care and charge, with another product/service complying with what contained in the purchase order. Anyway, AMUT SPA reserves the right to terminate the contract and ask for the reimbursement of any possible occurred damage.

**Art. 12 - Warranty.** The supplier warrants that the supply is free from defects making it unsuitable for its use or remarkably reducing its value, whether such defects are apparent or hidden. The supplier is responsible for the damages directly caused to property or persons and directly attributable to a defective part or parts of his supply. The supplier is obliged to keep AMUT SPA free from any claim for compensation, because of non-compliance and unreliability of his supply, by indemnifying AMUT SPA for any damage occurred.

**Art. 13 - Injuries.** The supply object of the purchase order must be ensured in accordance with applicable provisions for accident prevention. The supplier undertakes to include such declaration on the reference invoice.

**Art. 14 - Unilateral withdrawal.** AMUT SPA reserves the right to withdraw, partially or entirely, from the purchase order at any time, even after the purchase order itself had a beginning of execution, by registered mail with return receipt or fax to be sent to the supplier with a notice of 20 (twenty) days. In this case, AMUT SPA will transfer to the supplier an amount equal to the regularly executed supply, at the contract prices, upon the supply delivery and up to the withdrawal date.

**Art. 15 - Termination.** In case of infraction or non-compliance by the supplier of one or more clauses of the purchase order, in the general conditions of purchase or in the possible enclosures, AMUT SPA has the right to terminate the purchase order by means of registered mail with return receipt or by fax sent to the supplier. Anyway, AMUT SPA has the right to be refunded for any possible occurred damage. AMUT SPA can also terminate the purchase order in case the following conditions occur: acquisition by a third party of the supplier control, insolvency, liquidation, receivership, extraordinary administration, arrangement with creditors, bankruptcy of the supplier.

**Art. 16 - Inspections and audits at the supplier's premises.** Upon notice, AMUT SPA reserves the right to send people or control companies at the plant of the supplier to verify, at any time and during normal working hours: manufacturing trend, quality of the materials used and correct fulfilment of all obligations of the purchase order in accordance with the standards of security and confidentiality rules. Such inspections and checks do not release the supplier from contractual obligations.

**Art. 17 - Equipment, materials owned by AMUT SPA.** All drawings, moulds, equipment, sample parts, computer supports delivered by AMUT SPA to the supplier for the execution of the purchase order remain property of AMUT SPA and must be returned, at the end of purchase order, in good state of preservation. It is expressly agreed that such materials cannot be duplicated in any case and must be used by the supplier only for the execution of the purchase order of AMUT SPA.

**Art. 18 - Supplies of patented production.** The supplier warrants: the supply is not produced by violating patents nor exclusive licenses; the supply can be legally used and traded both in Italy and abroad. The supplier undertakes to release and keep AMUT SPA free from any compensation, legal action or reimbursement claim contested by third parties for use and trade of the above mentioned.

**Art. 19 - Confidentiality.** The supplier agrees not to make advertisement by mentioning the name of AMUT SPA. All information contained in the purchase order, in any possible enclosure and possibly provided by AMUT SPA during the supply, must be considered strictly confidential and private. For the supplier, it is strictly forbidden to have direct relationships with the end users of AMUT SPA.

**Art. 20 - Jurisdiction and Arbitration.** Each point of the purchase order will be regulated and understood in respect of the Italian law except for what expressly provided in these GCP or in the special conditions. Any dispute arising from or connected with the purchase order will be finally composed according to the Statute-Rules of the Chamber of Commerce, Industry, Agriculture and Crafts of Novara by one or more arbitrators appointed in accordance with such Regulation. The language of arbitration will be Italian. The venue of Arbitration will be Novara.

**Art. 21 - Privacy (Art. 13, Legislative Decree no. 196/03).** AMUT SPA informs that the supplier personal data will be processed manually, through IT and computer systems for the purposes strictly related and essential to place the purchase. The provision of data is optional, but necessary for the conclusion and execution of the contract and in case such data are not provided, it will be impossible to have business relationships with our Company.

The data may be disclosed to the companies necessary to carry out the economic activities (banks) or to comply with the law provisions (business consultants, lawyers). The data will not be disclosed.

**Art. 22 - Declaration according to the Legislative Decree no. 231/2001.** The supplier declares to be aware of the requirements contained in the ethical code (the "Ethics Code") adopted by AMUT SPA, which is to be considered as integral and essential part of the purchase order, and to fully accept them by abstaining to behave against them. In case the supplier fails to fulfil the engagements contained in the present article, his behaviour causes a serious non-fulfilment of the purchase order and this is a reason for the legal termination of such purchase order in accordance with art. 1456 of the Civil Code.

The Supplier acknowledges that AMUT SPA has adopted an **Organization, Management and Control Model** pursuant to Legislative Decree no. 231/2001 and subsequent amendments and integrations ("**Model 231**"), which the supplier declares to have read. The Supplier shall, as it is necessary, conduct its business activity in compliance with the principles indicated in "Model 231" and, in general, in accordance with the laws in force and with the general principles of fairness and transparency, undertaking to adopt the appropriate rules for the crimes prevention under the Legislative Decree no. 231/2001. In case the supplier violates the obligations contained in the present article, AMUT SPA reserves the right to withdraw from the purchase order. Exception is made for the possible claim for reimbursement in case the supplier's behaviour caused real damages to AMUT SPA, for example in case the judge takes the actions provided by the Legislative Decree no. 231/2001 against AMUT SPA.

**Art. 23 - Spare Parts.** The Supplier warrants to the Buyer the supply of spare parts and servicing in reference with the original purchase order, for a period of ten (10) years from the supply.

**The Code of Ethics and Control Model are available on the company website: <http://www.amut.it>**