

1. These General Terms of Purchase, available also on the website www.coimgroup.com, will apply to all the purchases of technical materials made by the Purchaser. Therefore, Seller's general terms of sales, even when they are attached to the offer or to the order confirmation, will apply only if specifically approved in writing by the Buyer and if they are not contrary to these General Terms of Purchase and to the order. In any case, the acceptance of the order, even the tacit one according to Article 2 here above, and/or the delivery of the goods to the Buyer, constitute tacit acceptance of these General Terms of Purchase, even though not returned duly signed.

2. Supply confirmation - The Order is understood to be accepted when the Supplier provides written confirmation to the Purchaser or when 10 days have elapsed from the date of receipt of the Order by the Supplier. In any case, the actual execution of the supply will be seen as tacit acceptance of the terms of the Order. Any derogation from the terms of the Order will only be valid if explicitly accepted by the Purchaser in writing.

3. Order changes - Any change and/or variant to the Order requested by the Supplier must be communicated in writing and countersigned by the Purchaser for acceptance. Subject to what is established in the above points, the Purchaser reserves the right to request, with appropriate written prior notice, changes or rectifications of what was ordered and/or the technical or construction details.

4. Delivered quantities and tolerances - The delivered quantities must correspond to what is stated in the Order, subject to the following:

- for products such as metal sheets, pipes and profiles, the weight tolerances indicated in the UNI-DIN-ISO-ANSI tables will apply, always considering that the number of pieces delivered should not exceed what was requested;
- for gaskets and small metal parts, a surplus quantity may be accepted with a tolerance no higher than 2% of the requested quantity;
- for metal carpentry, the technical specifications attached to the Order will apply;
- for surface treatments, the agreements made in advance for calculating the sizes will be deemed valid.

5. Documentation - The Supplier, unless otherwise specified in the Order, must deliver a documentation set in Italian or in English which must include the instruction and maintenance manual, technical specifications relating to the goods supplied and, if applicable, testing certificates, materials certificates, other certificates (i.e. ATEX, INAIL classification, etc.) and the declaration of conformity with the Order. The Order will be considered to be fully processed upon receipt of the aforementioned documentation.

6. Packaging - The packaging must be appropriate to the goods supplied (hereafter known as Goods) and the scheduled means of transport. Consequently, any damages resulting from breakage, deterioration or shortages due to packaging defects will be borne by the Supplier, whatever the chosen Incoterm. The marking, packaging, labelling, identification, any shipment and transportation operations of the ordered Goods must take place in conformity with any specific instructions provided by the Purchaser.

7. Delivery terms - The delivery location of the Goods will be the site of C.O.I.M. s.p.a. in Offanengo (CR), Via Ricengo, 21-23 or in San Martino in Strada (LO) Via Privata Fabrizio De André, 24 or in Buccinasco (MI), Via delle Azalee 19, as expressly indicated in the "Goods Destination" box. Unless otherwise agreed in writing with the Purchaser, the agreed delivery dates and schedules are considered mandatory and essential and, therefore, no delays or early deliveries are permitted. If the delivery is delayed, or the Goods subject to the Order are replaced with delay, the Purchaser will have the right to demand from the Supplier, with no obligation of placement in default, the payment of a penalty of 2% on the amount of the Order for each week (partial or complete) of delay and up to a maximum of 10% of that amount, without prejudice to the right to terminate the contract due to breach, to purchase replacement goods elsewhere at the expense of the Supplier and to claim in any case compensation for greater damage.

8. Imported Products - If the Goods are imported into Italy, the Supplier must indicate on the invoice and in all delivery documents the customs items indicated in the Order. C.O.I.M. s.p.a. will preferably purchase Goods for which the Supplier is able to enter on the invoice the preferential origin declaration. If the Supplier is unable to provide the aforementioned declaration, it will inform the Purchaser immediately.

9. Transfer of ownership and risk - Unless otherwise agreed in writing between the parties, the ownership and risk of the Goods subject to the Order will transfer to the Purchaser upon delivery as established in the Order in accordance with the respective defined Incoterm®.

10. Acceptance - A check of the physical compliance of the Goods with the subject of the Order will be carried out at the Purchaser's warehouse at the place of destination, irrespective of the Incoterm® chosen for transportation. The Goods are subject to inspection and acceptance by the Purchaser. The simple delivery or payment of the Goods may not in any case be considered acceptance of those Goods. The Goods are considered to be accepted when they have actually been counted, inspected and tested by the Purchaser's representative and found to be compliant with the Order. In any case, nothing contained in the Order exonerates the Supplier from its testing, inspection and quality control obligations. The Purchaser is released from the consequences envisaged in the final clause of Art. 1513 of the Italian Civil Code when it hasn't requested from the Judicial Authority the verifications of the quality and condition of the sold item by the methods established by Article 696 of the Italian Code of Civil Procedure. Specific testing and acceptance procedures will be specified in the Order.

11. Inspections and Tests - The Purchaser may request inspections at the site of the Supplier to verify the stage of progress of the works and the suitability of the manufactured Goods.

The Supplier will deliver a quality control plan relating to the internal inspections and tests carried out on the Goods subject to the Order. The Supplier will inform the Purchaser at least 15 days before carrying out the testing and the Purchaser reserves the

right to attend that testing, even by way of a consultant or third party. In the Purchaser's absence, the Supplier will carry out the testing and will send the testing and materials certificates. The Purchaser's absence at the testing will not release the Supplier from any of its responsibilities relating to the supply of Goods subject to the Order.

12. Free access to the Supplier's offices and workshops - The Supplier provides, subject to the Purchaser's request, free access to its offices and workshops and/or those of its sub-suppliers, to personnel of the Purchaser and/or its representatives. During the visit, access will be granted to all documentation relating to the Order.

13. Prices and Payments - Unless otherwise agreed and specified in the text of the Order, the prices established for the Goods are understood to be fixed and invariable and therefore not subject to changes due to increases in prices of raw materials, labour, utilities, transportation and anything else, even resulting from causes not attributable to the parties (force majeure). The price will be paid by the methods established by the Order. Each payment will be made only subject to the submission of a due invoice which shall state the Order number.

14. Assignment of Contract - It is prohibited for the parties to assign the contract or any obligation arising from it to third parties (including receivables), without the prior written consent of the other party; however, the Purchaser is permitted to assign the contract to a subsidiary or invested company or in cases of sale of the business or business branch. Even where the transfer is authorised by the other party, the transferor is not released from its obligations towards the transferred contracting party.

15. Guarantees - The Goods supplied on the basis of the Order must be: compliant with applicable laws and regulations (including technical standards and those relating to safety), with the requests and descriptions provided by the Purchaser (including the requirements and technical specifications contained in the Order), compliant and fit for the purpose for which similar products are usually intended and for the use declared by the Supplier, free from evident or hidden defects, manufactured in a workmanlike manner, having the promised qualities and those that are essential for the use for which they are intended, and they must be found to be suitable, from every aspect, for the purpose for which they were ordered. The technological and performance guarantees, referring to individual machines or to complete systems, will be agreed and explicitly inserted in the text of the Order. If the Supplier is a company having its place of business in Italy, the cited guarantee will be valid for a period of one year from delivery, or for any longer period offered by the Supplier; if the Supplier is a company having its place of business in a State other than Italy, the cited guarantee will be valid for a period of two years from delivery. In both cases, this is subject to the obligation of free replacement, including delivery to destination, of defective parts. Without prejudice to every right deriving from law, in the event of a violation of one or more of the guarantees or of defects found after receipt, the Purchaser must report the event to the Supplier, in any way, within a period of 30 days from discovery and it will have the right to demand, in addition to compensation for all damages suffered, one of the following options: 1) the replacement of the Goods at the Supplier's expense within a period of 7 days, 2) the removal of the defects at the Supplier's care and expense (only in the case of defects of minor significance), 3) the reduction of the price, and 4) in the case of a serious breach, the immediate termination of the contract. The rights mentioned here may be exercised within the validity period of the guarantees indicated in this article. It is in any case agreed, subject to what is established in the above clauses, that if the Supplier fails to intervene promptly, the Purchaser is entitled to remove, directly or by way of third parties, the defects and deformities found, or to purchase new goods to replace the defect goods, charging to the Supplier all respective costs incurred.

16. Insurance - The Supplier guarantees that it has adequate insurance cover for Civil Liability deriving from the Goods subject to the Order. The Supplier also guarantees adequate insurance cover for the Goods subject to the Order in relation to the transportation and delivery service of the same, where the Supplier is responsible for the same.

17. Confidentiality obligation - The Supplier expressly undertakes not to disclose or advertise in any way its commercial relationships with the Purchaser and to treat as confidential all technical, commercial or other information of which it becomes aware when executing the Order. The Purchaser retains full ownership of any designs and models entrusted to the Supplier for the execution of the Order and/or any other document and/or information shared with the Supplier for the purposes of executing the Order. The documentation - both directly and indirectly - may not be reproduced or made known to third parties or in any case used without the Purchaser's authorisation; it is also prohibited to allow third parties to know of the creation of those designs and models or to create similar or analogous designs and models, even on behalf of third parties, without the Purchaser's authorisation. All documents, delivered by the Client to the Supplier in relation to the Order, must, when specifically requested, be promptly returned by the Supplier. The Supplier must also bind its employees, collaborators and subcontractors to maintain the strictest confidentiality over all information indicated in the above points. It is specifically prohibited to photograph, film, carry out surveys and visit places not specifically authorised within the Purchaser's plant. Otherwise, the Purchaser is authorised to suspend any payment to the Supplier until it has received compensation for damages consequent to that breach, subject to any other right of the Purchaser. That confidentiality continues even after the cancellation, termination or execution of the Order.

18. Non-attributable cause - Neither party may be considered liable for the breach of any obligation assumed here for a cause beyond its control, in accordance with the principles ratified in the Italian Civil Code. In the event of non-attributable impossibility of fulfilling the Order, due to temporary causes, the party affected by the event should:

- immediately inform the other party, in writing, of the temporary impossibility, its causes and the expected delay;
- continue to keep the other party informed of the evolution of the situation;
- seek to eliminate the cause of impossibility;
- immediately fulfil the Order once the cause of impossibility is removed.

If the cause of impossibility of fulfilling the Order lasts for more than 6 (six) months, the party not affected by the event will have the right to withdraw from this agreement by written communication.

19. In-Plant Services and safety- If an intervention is requested from the Supplier at one of the Purchaser's sites, the validity of the Order is subject to the favourable opinion of the Purchaser on the congruity and completeness of the Supplier's documentation necessary to demonstrate its possession of the mandatory requirements in relation to quality and safety. The Supplier must deliver that documentation to the Purchaser at least two days in advance of the date scheduled for the intervention. The Supplier may not delegate to third parties the execution, even partial, of the Order without having submitted a prior request to the Client and obtained its authorisation. Personnel instructed by the Supplier who work in any guise within the Offanengo plant and the San Martino in Strada plant (hereinafter referred to as Plant/s) will always be required to always use the mandatory devices for individual protection, that are glasses, protective helmet and security shoes, in the right way, besides the devices linked to the specific risks that your working activity brings within itself, according to the safety rules in force inside the Plant/s. Any time one of those people will be found without those devices, will be applied a monetary sanction of euros 250,00 and after the third violation, he won't be allowed to enter the plant anymore.

20. Transportation Instructions - Every time the Supplier is tasked with organising the transportation of the Goods subject to the Order, to be delivered to the plant of C.O.I.M. s.p.a., located in Offanengo (CR), Via Ricengo, 21 or to the Plant of C.O.I.M. s.p.a. located in San Martino in Strada (LO) Strada Privata Fabrizio De Andrè, 25, the following instructions must be followed in order to guarantee that the carrier is an entity operating in full respect of the regulations of the location in which the transportation is carried out and therefore to avoid C.O.I.M. s.p.a. being held liable - jointly with the Carrier and/or with the Supplier - in circumstances of violations. The Carrier must respect, in every circumstance, the Italian and European Union laws on the transportation of goods, including those relating to road safety and, in particular, the provisions on: clearance gauge (Art. 61 of Italian Legislative Decree 30.04.1992, no. 285 - Highway Code), maximum laden mass (Art. 62 of Italian Legislative Decree 30.04.1992, no. 285 - Highway Code), speed limits (Art. 142 of Italian Legislative Decree 30.04.1992, no. 285 - Highway Code), load positioning on vehicles (Art. 164 of Italian Legislative Decree 30.04.1992, no. 285 - Highway Code), goods transportation on motor vehicles and trailers (Art. 167 of Italian Legislative Decree 30.04.1992, no. 285 - Highway Code), driving time of vehicles used for transporting people and goods (Art. 174 of Italian Legislative Decree 30.04.1992, no. 285 - Highway Code). In the event of violations of the regulations cited above by the Carrier and subsequent extension of liability to C.O.I.M. s.p.a., COIM reserves the right to be held harmless by all those responsible. Unless otherwise agreed, the Goods must be delivered between **Monday to Friday from 8am to 3pm**. If the days and times indicated above are not respected - therein including any times otherwise agreed - the delivery will not be accepted due to circumstances not attributable to C.O.I.M. s.p.a.. Upon delivery, the transportation document (and packing list) and the original valid driving licence for the category of vehicle driven will be requested.

21. Security - Supplier acknowledges that COIM obtained A.E.O. - Authorised Economic Operator authorization (Certificate no. IT AEOF 21 1853) and undertakes to comply with the principles and security requirements needed for the issue of the aforementioned authorization, in particularly with reference to the protection of the goods manufactured, stored, shipped or transported for COIM, delivered to COIM or in any case entrusted by COIM, undertaking that a) such goods are manufactured, stored, prepared and loaded in secure commercial areas and in secure loading and shipment areas; b) such goods are protected from unauthorised tampering during manufacture, storage, preparation, loading and transportation. Trusted and qualified personnel are used for the manufacture, storage, preparation, loading and transportation of the goods and they undergo security checks. For the provision of services that involve access to the Purchaser's premises and possible contact with the goods, the Supplier uses trusted and qualified personnel who undergo security checks. The Supplier undertakes that the partners acting on behalf of the Supplier, carriers included, are aware of the fact that they must also guarantee the security criteria indicated above..

22. Applicable law and Court with jurisdiction - The relationship between the Supplier and the Purchaser is regulated by Italian law with the exclusion of so-called rules of conflict. Any international convention for the sale of goods will not apply. All disputes deriving from the Order, including those relating to its validity, interpretation, execution and termination, will be deferred to the exclusive jurisdiction of the Court of Milan.

23. Code of Ethics - The Supplier undertakes to respect the Code of Ethics and the Organisation, Management and Control Model adopted by C.O.I.M. s.p.a. in accordance with Italian Legislative Decree no. 231/2001, as amended and supplemented, which can be consulted on the website www.coimgroup.com. The Supplier agrees that any violation of the Code of Ethics and the Organisation, Management and Control Model, along with the launch of criminal proceedings for crimes relevant for the purposes of Italian Legislative Decree no. 231/2001 (which the Supplier hereby undertakes to communicate immediately to COIM), will constitute a breach of the contractual obligations and may determine, in accordance with and for the effects of Art. 1456 of the Italian Civil Code, the termination of any commercial relationship even with other companies of the COIM group, as well as the obligation to compensate any damages suffered by COIM.

THE SUPPLIER _____

DATE: _____

I declare to have read, understood and accepted, in accordance with Art. 1341 of the Italian Civil Code, articles: 2 (Supply confirmation), 3 (Order changes), 6 (Packaging), 7 (Delivery terms), 9 (Transfer of ownership and risk), 10 (Acceptance), 11 (Inspections and Tests), 13 (Prices and Payments), 14 (Assignment of Contract), 15 (Guarantees), 17 (Confidentiality obligation), 21 (Security), 23 (Code of Ethics)

THE SUPPLIER _____