



General Purchasing Conditions

PREMISE

These General Purchasing Conditions are applicable to all orders of goods or services which Riganti S.p.A. (henceforth "Buyer") places within the course of business with a legal body/person who manufactures, produces, trades or sells goods or services (hereafter "Vendor").

ARTICLE 1 - PROPOSAL AND ACCEPTANCE

1.1. Written acceptance of the Purchase Order (PO or contract) by the Vendor or the Vendor beginning to execute the PO shall constitute the Vendor's full acceptance of the PO and of these General Purchasing Conditions.

1.2. Any modification to these General Purchasing Conditions shall be explicitly accepted, in writing, by the Buyer.

1.3. The present General Purchasing Conditions have precedence over any other commercial document. Sales conditions as stated on the Vendor's offer or order confirmation shall not be valid if in contrast with any requirement of these general purchasing conditions.

ARTICLE 2 - OBLIGATIONS AND FULFILLMENT

2.1. The Vendor shall execute the PO in compliance with these present General Purchasing Conditions. The Vendor shall provide the Buyer with all information required by the Buyer for the individual PO pertaining to the goods/services supplied. The Vendor will also have to promptly inform the Buyer if, at any moment, the Vendor finds him/herself unable, late or becomes aware of any circumstance whatever that may cause him/her to become unable or late in the execution of any portion of his/her supply.

2.2. Buyer reserves the right to change the PO at any time. Any and all such change(s) will be implemented by means of a written revision of the PO, accepted according to the procedure described in ARTICLE 1 above.

2.3. The Vendor cannot cede/transfer, alienate, sub supply or subcontract in whole or in part the PO without written approval from Buyer and without express written acceptance of the General Purchasing Conditions and of any other requirement contained in the PO by the assignee, purchaser or sub-tier vendor. Acceptance of transfer from Buyer and/or sub-tier contractor does not release the Vendor from any of his/her responsibilities and obligations stemming from the PO.

2.4. The Vendor must assure that production and service provision are carried out by means of planned and controlled processes, independently from the fact that these are performed internally or subcontracted (see. point 2.3).

2.5. The Vendor must assure the safety of the product(s) and communicate to Buyer events that may affect product safety.

2.6. The Vendor shall implement necessary controls to assure that no counterfeit or suspect part is included in the product delivered to Buyer.

ARTICLE 3 - DELIVERY

3.1. Any and all supplies must be delivered to Buyer in a Delivered Duty Paid (Incoterms: DDP) condition to the address specified in the Purchase Order. Property of the goods supplied shall be transferred at the moment of delivery to the address specified in the PO. The risk pertaining to the goods supplied shall be transferred to Buyer at the moment of delivery, according to the International Commercial Terms (incoterms) stated above.

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3.2. Delivery shall be considered complete after the Vendor has delivered (in terms of description, quality and quantity) the goods and all certificates and/or documents thereof to the address cited in the PO. For each delivery effected by the Vendor, the Vendor has to provide Buyer with a copy of the relevant transport document (e.g.: Bill of Lading, ...) containing the same data as the invoice, with the sole exception to price. The Purchase Order will be considered complete when: (i) all supplies have been delivered and/or supplied in compliance with requirements stated in the PO and have been accepted by Buyer; (ii) all documents defined in the PO and/or all documents and certificates required for the installation and maintenance of supplies in compliance with applicable rules and regulations have been received and accepted by Buyer.

3.3. Supplies shall be delivered within the date specified in the PO. Early or partial deliveries shall not be accepted without previous written approval from Buyer.

ARTICLE 4 - DELIVERY PROGRAM: LATE PENALTIES

4.1. In the event Vendor should not meet the delivery program, but Buyer decides not to cancel the PO, Buyer reserves the right to ask the Vendor, without prior notice, payment of a 1% penalty of the PO value before taxes, accrued weekly, calculated on the first day of the week. The limit of this late penalty, for each single PO item, shall be 10% of the PO net value. Compensation shall be automatic between penalties due to Buyer and the balance still owed Vendor, regardless such sums be due for payment at the moment compensation is effected. Buyer reserves the right to demand compensation for additional damage(s), regardless penalties payment for late delivery.

4.2. In the event Vendor should accrue a delivery delay greater than thirty (30) calendar days, Buyer will have the right to procure the goods from another Vendor without prior notice; any and all price increases thereof shall be at the defaulting Vendor's cost.

ARTICLE 5 - PARTIAL DELIVERY: DELIVERY DIFFERENCES

5.1. When Vendor delivers only a part of the Purchase Order or when the goods deliveries are conforming only in part to the PO requirements, Buyer retains the right, at his discretion, apply ARTICLE 4 provisions to the extent of those PO items that have not been delivered or that do not comply with Purchase Order requirements.

5.2. In the event of a partial or nonconforming delivery, provisions of this clause do not impair the Buyer's rights to: (i) terminate the entire Purchase Order in compliance with ARTICLE 16 provisions; (ii) exact penalty payment for any damage, loss, costs or outlays sustained as a consequence of the Vendor's breach or non-fulfilment; (iii) exact penalties computed on the overall net value of the Purchase Order (taxes not included).

ARTICLE 6 - VENDOR'S OBLIGATIONS BEFORE SHIPMENT

6.1. Vendor shall provide Buyer or his nominated authorities free access to his/her plant and offices or to that of his/her sub-tier suppliers and/or to any other place where activities or processes pertaining to or linked to the PO have been or are carried out. This to the sole purpose of allowing Buyer to verify the PO progress and implementation status.

6.2. Vendor employees or nominated authorities shall in all cases be the sole responsibility of Vendor, even in the event they need to work at Buyer sites and/or at any of the Buyer's customers to carry out obligations accepted with the PO.



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ARTICLE 7 - PACKING - TRANSPORT

7.1. Vendor is responsible for the supplies packaging and for correct assembly, packing and protection of the goods supplied.

7.2. Vendor shall write up an inventory for each shipment. Such inventory shall contain all necessary details to clearly identify each parcel (i.e., PO, type and quantity of goods, carrier name, shipping details) as prescribed in the Purchase Order.

7.3. In the event supplies should be damaged during warehousing, handling, transport, delivery or, at any rate, prior to their acceptance by Buyer, Vendor commits him/herself to find and supply, at his/her cost and risk, identical substitutions for each damaged or lost item within delivery plan terms. Buyer, without any prejudice whatever toward the practice of rights or remedies as provided by the European (EU) Law as a consequence of such non-fulfilment, may, at his own volition, (a) cancel the PO without prior notice nor compensation of sort; (b) reject the entire supply(ies); (c) withhold payment in full or in part.

ARTICLE 8 - PRICES

Prices indicated on the PO are intended to be comprehensive, fixed and non-negotiable, after applicable discounts and/or rebates, and without exception do comprise: levies and taxes, warehousing, packing, insurance, customs fees and transport paid to the delivery address. Currency for all amounts stated in the PO is also the very same as that for payment. Prices are not subject to any form of review stemming from exchange rate variations or otherwise.

ARTICLE 9 - INVOICING

9.1. Vendor shall issue invoices in triple copy that he/she will deliver to Buyer at the address indicated on the PO.

9.2. Invoices shall be submitted together with full documentation demonstrating the correct execution and completion of the PO and, as a minimum, shall include:

- 1) complete reference data, PO number and date of issue, and project identification;
- 2) A thorough description of the supply(ies), as well as the shipment's Bill of Lading (BoL) number and date;
- 3) The net price(s) of the supplies, the amounts of V.A.T. and other applicable levies, insurance costs, customs fees as well as the overall price inclusive of levies/taxes and of any applicable discount and/or rebate;
- 4) The payment due date in compliance with the following ARTICLE 10;
- 5) in general, all the information that needs to be mentioned on the invoice as required by applicable Laws and regulations.

9.3. Buyer reserves the right to refuse invoices that are incorrect in substance and/or form.

9.4. Buyer reserves the right to refuse any invoice with certification of the delivered goods (pertaining thereof) resulting absent, incomplete and/or wrong with respect to the requirements expressed in the Purchase Order or contract.

ARTICLE 10 - PAYMENT

10.1. Unless otherwise stated in the Purchase Order and on condition that all contract provisions be regularly fulfilled, invoices conforming to the requirements set forward by the above ARTICLE 9 will be settled within the terms of the Purchase Order.



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10.2. Buyer shall retain the right to compensate any invoice with whatever amount that Vendor owes to Buyer or to any other title.

10.3. Buyer payment of the price set forward in the contract for the supply(ies) does not constitute acceptance of the same and does not release Vendor from his/her own responsibilities and obligations.

ARTICLE 11 - WARRANTY

11.1. Vendor guarantees to the Buyer that supplies: (i) are fully conforming to all requirements set forth in the Purchase Order, specifications, projects and associated documentation thereof; (ii) are conforming to applicable standards and industry best practices as well as applicable Law(s) and regulations (any export regulation included); (iii) are devoid of any design, material, workmanship, construction or installation defects; (iv) are new and adequate/suitable for the use intended by Buyer; (v) all supplies do fully comply with the **Dodd Frank Act's section 1502 on Conflict Minerals**.

11.2. The Warranty takes effect on the date the supplies are put to use (ARTICLE 13) and shall commit Vendor for a minimum period of twenty four months.

11.3. Vendor commits him/herself to promptly substitute, at his/her cost, any defective item of the supply(ies). Any item, part, component that gets substituted in compliance with the arrangements set forth in the warranty, be it contractual or of any other type of warranty provided for by Law, shall be subjected to this very same warranty clause (ARTICLE 11). All costs pertaining to return to Vendor of any defective part(s) shall be at the Vendor's charge. Vendor commits him/herself to supply replacement parts and any other part that may be necessary during the entire lifespan of the supply. In the event Vendor omits to promptly remedy any defect or nonconformance whatever, Buyer has the right to act and implement all necessary works at Vendor's cost.

11.4. The warranty period shall be extended for the entire duration the supplies are out of order/nonfunctional, starting from the date Buyer requires Vendor to repair/rectify the defect or nonconformance until the date the supply(ies) in question are put back into perfect working order. If a fundamental or main part of an element of the supply(ies) requires repair or substitution during the warranty period, the warranty prolongation and renewal shall be extended to the entirety of the supply element in question.

ARTICLE 12 - RESPONSIBILITY AND INSURANCE

12.1. Vendor will be responsible towards Buyer and any other party and shall release Buyer from liability and preserve Buyer unscathed from any loss whatever, damage, cost and/or expense of any nature (whether from direct or indirect damages, material or immaterial losses, physical or economic, and whether these be suffered by Buyer or any other third party), originating from any Vendor's violation of his/her obligations set forth with the Purchase Order or otherwise from an illicit act or non-fulfillment. Vendor shall be accountable and responsible for all consequences of his/her non-fulfillments even if ascribable to his/her employee(s), managers, executive officers, agents, sub-tier contractor(s) and or vendor(s).

12.2. Vendor shall maintain an insurance coverage of the type and for the amounts called for by applicable standard(s) including, but not limited to, insurance for public-liability of workers and of the employer for accidents on the job, insurance for public-liability or for the producer's liability and insurance for damages to people or goods. Vendor shall, within seven (7) days from receiving a written request from Buyer: (i) with reference to said insurance policies, name and maintain Buyer as

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additional insured (ii) provide Buyer copy of the insurance(s) policy(ies) certifying coverage of Buyer, insurance provider(s), insurance policy number(s), types and degrees of coverage.

ARTICLE 13 - INSTALLATION

In the event the Purchase Order requires the Vendor (or an otherwise third party) to provide for the assembly and/or commissioning of supplies, the parts agree that such activity has to include all necessary activities/services to render the supplies correctly operational in full compliance with all of the PO's requirements and with the needs of Buyer and shall include all performance(s) test(s) and yield trials sought in the PO and with the Buyer's needs and shall include all performances and yield tests required by either Buyer or end customer to install the supply(ies) and put them into commercial use.

ARTICLE 14 - PRIVACY

14.1. Any project, documentation, know-how or information of any nature or sorts passed on by Buyer to Vendor at any time during negotiations and/or throughout implementation of the Purchase Order (henceforth collectively referred to as "Information") has to be confidential, it shall remain the Buyer's property and shall be returned to Buyer upon completion or dissolution of the PO. Vendor shall refrain from using Information either in part or as a whole for ends other than the PO execution, unless otherwise authorized in writing by Buyer. Vendor shall treat such Information as strictly confidential and, at any time before, during or after PO completion, shall not divulge or communicate such Information directly or indirectly to any third party nor otherwise use said Information in part or as a whole.

14.2. Nondisclosure conditions (see point 14.1) must be applied also in the event of sub-supply.

14.3. In relation to the PO, all information pertaining to the supply(ies) that Vendor provides to Buyer do not have to be considered reserved and confidential.

ARTICLE 15 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

15.1 Any and all models, prototypes, projects, equipment, tools or any other element covered by intellectual and/or industrial property that Buyer provides to the Vendor for the execution of the PO shall remain sole and exclusive property of the Buyer and have to be returned to Buyer immediately upon successful completion of the PO or immediately following termination of the Purchase Order/contract regardless the motive(s)

15.2. In the absence of formal, explicit, written approval from Buyer, reproduction of these elements is strictly forbidden as well as it is peremptorily forbidden production of identical equipment and/or tool(s).

15.3. Vendor irrevocably cedes and transfers to Buyer any and all rights, title and interest in any part of the world, on any know-how, industrial secret, idea, technical information, drawing, model, trademark, formula, process, device, equipment, tool, production technique, software program, code(s), manual or other works subjected to laws and/or regulations on copyrights, intellectual rights, or patents individually or jointly conceived, developed, accomplished, used or learnt by Vendor during any activity whatever on behalf of Buyer.

15.4. Vendor guarantees that the supplies do not violate any third party right and that Vendor owns all licences, authorizations and permits necessary to achieve the supply and fulfil the PO in full compliance with all requirements thereof. Vendor guarantees that the use of his/her supplies by Buyer shall not constitute, in any shape or form, violation of intellectual property rights of any third

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party. Vendor commits to defend, deliver Buyer from liabilities and to fully compensate Buyer for any request, loss, damage, cost or other expenditures incurred by third parties caused by the supply(ies), or otherwise caused by the use of the supply(ies) by Buyer or by anyone of its customers.

ARTICLE 16 - DISSOLUTION AND ANNULMENT

16.1. In the event Vendor be defaulter with respect to any obligation set forth by the Purchase Order, or if Vendor is unable to or fails to comply to his/her obligations, declares insolvency, or a bankruptcy proceeding of any legal order has been opened towards him/her, Buyer can immediately terminate the PO by notifying the Vendor in writing. Such contract dissolution shall take place without prejudice to the rights and remedies accrued in favour of Buyer.

16.2. During PO implementation, Buyer has the right to unilaterally rescind from the PO, in full or in part, without explanation. Following such termination the parties shall agree on the compensation for the Vendor on the basis of direct costs incurred that are a direct consequence of the contract annulment; Vendor has to document these costs to Buyer within thirty (30) calendar days following notification of contract termination. Buyer shall not be liable towards the Vendor for any profit loss, loss of opportunity, or for any other losses and/or expenses deriving from or in connection to the Purchase Order cancellation.

ARTICLE 17 - ABEYANCE

Buyer reserves the right to interrupt at any time execution of the PO. Suspension shall be effective from the time Buyer notifies Vendor in writing. During the time of abeyance, with exception to those pertaining to confidentiality and intellectual rights, any and all obligations of the PO shall be interrupted. During abeyance Vendor shall be responsible for safekeeping of the supply(ies). In the event abeyance should last for more than three (3) months due to causes objectively independent from non-fulfilment or extenuating circumstances, Vendor will have the right to compensation for added costs (documented in writing) he/she incurred as a consequence of abeyance.

ARTICLE 18 - REQUIREMENTS FOR RETENTION OF RECORDS

Buyer retains the right of access to any and all process documents created and/or retained by Vendor during the execution of the PO. In particular, when not otherwise specified in the contract/Purchase Order, Buyer requires that each Vendor supply, for each supply, a declaration/certificate of compliance/conformity to all requirements Buyer stated on specifications, drawings, purchase documents and/or supplementary communications (e.g.: e-mail, fax, ...).

In particular, Vendor shall always guarantee traceability of all processes to permit the correct management in the event of unsatisfactory outcomes/results. Buyer retains the right to verify all recordings and support documents (RSD) retained by Vendor, following prior agreement.

All documents supplied by Vendor must be complete, legible, comprehensible and adequate.

When not otherwise specified in the contractual documents (i.e., PO, specifications, drawings, supplementary documentation, ...), Vendor has the obligation to preserve all RSD pertaining to each single supply for a minimum period of ten (10) years.

ARTICLE 19 - INSPECTIONS AND VERIFICATIONS

Buyer reserves the right to carry out, alone or together with the end customer (or nominated authorities thereof), inspections, verifications and audits on supplies prior to shipping and during the

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production process and to carry out, at any time, evaluation(s) of the production process. In the event the results of such inspection(s), or verification(s), or audit should provide the Buyer with reasons to consider the products to be or that they will become nonconforming to any of the warranties the Vendor gave Buyer on the basis of the above ARTICLE 11, Buyer shall inform the Vendor within seven (7) days from the date the inspection, verification, or audit and the Vendor will have to promptly adopt (at his/her cost, without cost or expenditure for Buyer) all necessary actions to ensure full conformance of supplies. Buyer shall have the right to request and attend additional tests, verifications, inspections, audits.

ARTICLE 20 - SAFETY, HEALTH AND ENVIRONMENT (EHS)

20.1. The Vendor guarantees that any and all supplies are produced and delivered in compliance with applicable Laws and regulations pertaining to Safety, Health and Environment (henceforth EHS) on the work place in force at the moment of delivery. The Vendor shall abide by and adapt to all provisions and requirements set forth by the EU and any other Law and regulation pertaining to packing, labeling, transport and disposal both of hazardous substances and electronic equipment. Vendor shall duly identify any and all hazardous substance(s) with the proper international danger symbol(s) and this identification must include the name(s) of the dangerous substance(s) in the English language and, if needed, in the local language. Transport and other documents shall include the hazard declaration and the name of the hazardous substance(s) in English and, if required, in the local language. Such goods shall be accompanied by emergency information in the English language and as written instructions, tags/labels and/or symbols. The Vendor has to attain and place the "CE" marking for any and all goods, as required by Law and regulations, and provide them of all declarations of conformance required thereof. Every information known by the Vendor or reasonably available to him/her pertaining to any risk/hazard, even potential, for transport, for handling, for managing or for the use of the goods that have to be supplied by the Vendor or relating to his/her service(s), has to be promptly notified to Buyer.

20.2. The Vendor is responsible for any damage whatever to the environment and/or to the health and safety on the work place that may be caused by his/her supplies, regardless their conformity status to applicable Laws and/or regulations. Vendor commits to refund Buyer for any loss, damage, cost or expense stemming from such damage(s) to EHS on the work place. The Vendor shall bankroll all material, immaterial and financial consequences deriving from whatever harm of these sorts, including substitution costs of supplies.

In case of VENDOR OF SERVICES

20.3. The Vendor of services is the prime responsible for the health and safety of all his/her employees and must abide by applicable Laws and regulations, as well as Riganti S.p.A. roles and regulations pertaining to EHS for all workers.

20.4. Every activity carried out on the Buyer's premises/property and at Riganti S.p.A. suppliers must duly be analysed in order to prevent or reduce to an acceptable level all EHS risks as well as disturbance/interference risks (D.Lgs. 81/08 art. 26). The Risks Evaluation Document (henceforth RED) for activities that are subject to D.Lgs. 81/08 appendix XV and subsequent changes and integrations is represented by the Operational Safety Plan (OSP) of which to the aforementioned appendix XV and relative changes and integrations. The Vendor must submit to Buyer the RED, as well as any subsequent update, prior to start any activity. The RED must include detailed preventive

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and defensive measures to implement in order to minimize EHS risks for all concerned parties and must take into account any standing Riganti S.p.A. regulation and measure.

20.5. The Vendor of services has to comply with all the Buyer's rules and regulations whether he/she operates within Riganti S.p.A. facilities or at third party site(s) he/she has to work, including emergencies management procedures of which he/she has been made aware of. In accordance with article 26 of D. Lgs. 81/08 and subsequent changes and integrations, the main sources for such information is the general interference risks and environmental risks on the workplace document (DUVRI) or, as an alternative, the Safety and Coordination Plan (PSC) in accordance to article 100 of D. Lgs. 81/08 and subsequent changes and integrations and the environmental management system in compliance with [ISO 14001 standard](#). Furthermore, the Vendor shall abide by Riganti S.p.A. ethical code that is integral part of the contract and that the Vendor has viewed and accepted in its entirety.

20.6. The Vendor of services must adapt to the Buyer's working hours and to the entrance procedures; this implies that, prior to commencing any activity, the services Vendor must agree with Buyer the entrance procedure to the facility(ies).

20.7. The services Vendor, towards his/her personnel, must adopt the rules and pay conditions not less than those fixed by standing collective labour agreements, furthermore he/she has to regularly fulfil all obligations (e.g.: welfare, insurance, ...) set forth by standing Laws, regulations and standards. Prior to entering Riganti S.p.A. facility(ies) the services Vendor has to provide the Buyer with the list of personnel (names), whether his/her or possible sub-tier vendor(s), hand signed and stamped by a qualified attorney (appendix 3 S-I-PRAS 7.1-05.1 DUVRI PARTE 1 rev 03) inclusive of position and welfare ID(s) required by Law.

20.8. The services Vendor must provide the names of his/her legal representative (nominated authority) and of a substitute that, alternatively, must always be present during the execution of the work, even in case of activities carried out by sub-tier supplier personnel (enclosure 1 S-I-PRAS 7.1-05.1 DUVRI PART 1 rev 03). Said legal representatives have to have the responsibility of managing all operational activities, including to ascertain that all personnel in his/her charge do fully comply to all applicable rules (i.e., EHS, ethical, the Buyer's, ...). For this reason they must have adequate technical competence and possess possible qualification(s) that may be required by applicable Laws, regulations, or by specific Buyer requirements. In turn, Buyer shall identify and inform the services Vendor the name of a contact person who shall also be tasked with the supervision of all activities with particular reference to EHS aspects.

20.9. With reference to and in compliance with D. Lgs. 81/08 article 18, comma 1, letter u) and article 21, comma 1, letter c) and subsequent changes and integrations, the services Vendor must arrange for his/her personnel, as well as for possible sub-tier suppliers, display and, upon request, exhibit proper identification tag. The services Vendor has to use exclusively qualified, duly trained personnel in compliance with all applicable Law and regulations prescriptions. Buyer retains the right to ask for formal statements and/or evidence proving the training activity(ies), with particular reference to those activities requiring specific technical qualification(s)/licence(s) (refer to page 3 of S-I-PRAS 7.1-05.1 DUVRI Part 1 rev 03). The services Vendor must also accept to make his/her personnel available, at first entry, to take part in information/training sessions organised by Buyer, these sessions are needed to ensure proper safeguard of all EHS aspects. Such education shall be free of charge to all Vendor personnel concerned.

20.10. The services Vendor must exclusively employ personnel judged adequate for the execution of the tasks thereto; in compliance with applicable privacy Law and regulations, Buyer may request

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formal statements or even evidence proving physical adequacy to the execution of any given activity (refer to page 3 S-I-PRAS 7.1-05.1 DUVRI Part 1 rev 03).

20.11. The services Vendor is in duty bound to preserve the area(s) assigned to him/her tidy and clean and to abide by all applicable Buyer's rules and regulations.

Any working activity of the services Vendor that produce external emissions such as noise, dust, vibrations, odors, must be preemptively notified to Buyer and need to be authorised by Riganti S.p.A..

20.12. In the event chemicals are used during execution of the activities called for in the contract, the relative, updated safety and technical sheets must be available and preserved at the Buyer's work areas concerned. Storage of chemicals within the Buyers premises must be carried out in a manner to prevent and inhibit potential risks of spillage to the ground and to water-bodies on the surface and/or underground. To this end, the Vendor must implement preventive and protective actions against spillage both during storage and handling of chemicals. Positioning of liquid substances the Vendor must take the utmost care to safekeeping the drainage system: it is mandatory to ascertain the effects that the individual chemical may cause to the sewer system, as well as on the sewage disposal facility to which the spillage would end.

In the event of accidental spillage the services Vendor shall immediately inform Buyer and undertake all necessary measures to confront, contain and solve the incident.

In general, the use of carcinogens or mutagens must be avoided. In the event use of carcinogens or mutagens is unavoidable, Vendor must preemptively inform, in writing, the Buyer prior to use. In such case, protective measures to be used have to be agreed upon.

20.13. The services Vendor has to provide with all necessary equipment, means and temporary action(s) necessary for the safe execution of the activity. Such equipment must be fully compliant with applicable Law, regulations and standards on Safeguard of Health and Safety on the workplace as well as on Environmental protection. With reference to the activity to execute, the Vendor may ask Buyer only for possible work equipment that justifiable may be unavailable to the services Vendor as a function of type and/or frequency of use. The use of the Buyer's property must preemptively and explicitly authorised by the Buyer by means of a bailment contract.

20.14. Whenever refuse is generated during the execution of the activities called for by the PO (see S-I-PRAS 7.1-05.1 DUVRI PARTE 2 rev 03 environmental part), the services Vendor must, unless otherwise agreed in writing, manage under his/her own responsibility all waste in full compliance with applicable Laws and regulations. Ultimate responsibility for refuse produced, according to standing Law and regulations, is of the service Vendor. According to standing Law and regulations, special wastes either dangerous or non have to be recorded (charge and discharge log, SISTRI chronological log, questionnaire, SISTRI movement area). Unless otherwise agreed in writing, the services Vendor has to see to it, at his/her care and cost, to the treatment and disposal of waste(s). The services Vendor must have available all applicable authorisations issued by relevant environmental managing authority(ies) he/she intends to use for managing wastes as refuse producer and has to display the same upon request from Buyer. In the event, upon written agreement, Buyer appears as the waste producer, the services Vendor must abide by all applicable domestic procedures of the site pertaining to waste management; Buyer shall explicitly illustrate these prior to commencement of any activity. It is mandatorily forbidden to the services Vendor to abandon waste(s) outside dedicated areas. Within assigned areas, the services Vendor must not mix refuse of differing nature and has to positively plainly identify each refuse deposit by means of appropriate posters. In the event abandonment of waste(s) is found or negligence in managing the

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wastes' deposits by the services Vendor's personnel, the services Vendor will have to promptly restore order and clean up of the area with his/her own means.

20.15. The Vendor, in the event of supply of chemicals or other dangerous products, product information - safety and technical sheets in particular - must be submitted to Buyer before or at delivery of the goods along with all other documents called for in S-I-PRAS 7.1-05.1 DUVRI Part 1 rev. 03.

20.16. In the event during execution of works the services Vendor identifies possible risk situations to the workers and/or to the environment, he/she must immediately alert Buyer. This line of conduct is applicable also when possible risk situations are identified in activities of other services Vendor(s) and that may affect the work/service relevant to the PO.

20.17. With reference to standards called for by the PO, it is required that the services Vendor carry out periodical checks on performance in terms of EHS of his/her personnel, providing Buyer, upon request, evidence of such activity(ies).

20.18. The services Vendor must provide information of a possible accident to his/her personnel and/or to his/her sub-tier Vendor (whether in case of injury or near-miss accident), within the shortest time possible to Buyer. Furthermore, the services Vendor must make him/herself available to participate to analyses of such accidents, with the primary intent to identify corrective, preventive or improvement actions to avoid repetition of the same type of incident. Communication of accidents and/or near-misses does not release in any shape or form the services Vendor from any of his/her notification obligations to authorities as prescribed by applicable Law(s) and regulation(s).

20.19. Buyer reserves the right to carry out, at any time during execution of the activities, audits to assess the application of applicable Law(s) rules and regulations the Buyer's standards, as well as of standing agreements concerning EHS. Such audits may occur even without prior notification to the services Vendor and may entail, in the event of findings, the immediate suspension of activities and (temporary or definitive) removal of personnel. Results of these audits will be used by Buyer as input data to Vendor evaluation. Should, during said audits, Buyer identify clear violations to standing Law(s) regulation(s) and/or agreements (QEHS), Buyer has the right to immediately suspend the activity(ies). Any such occurrence may prompt immediate, affirmative, rightful cessation of the contract by Buyer.

20.20. Buyer can ask, and obtain, just cause removal and substitution of the services Vendor's personnel, or of sub-tier supplier's as applicable. The services Vendor pledges to and effects any such substitution entirely at his/her own cost without any change to contractual terms (e.g.: end of works, costs, ...).

20.21. The services Vendor commits him/herself to compensate Buyer in the event of damages and/or costs (including legal expenses) resulting from violation(s) of applicable Law(s) and regulation(s) ascribable to either the services Vendor or his/her sub-tier supplier.

20.22. In the event the services Vendor use foreign labour/workers, he/she has at the very least to ensure that: 1) the foreman and his/her deputy/substitute speak the Italian language fluently and are able and capable of effectively communicating with all other personnel; 2)

20.23. In the event of child labour, Vendor must safeguard full application of the October 17th, 1967 Law № 977 on "Protection of Children's and adolescents' work", duly taking into account all risks specified by Buyer. Since on Riganti S.p.A. premises exist some risks incompatible with child labour (art 6 L. 977 of 10/17/1967), authorization to avail of workers subject to Law 977 of 10/17/1967 within Buyer premises must be subject to specific negotiations and agreements between Vendor and Buyer.



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ARTICLE 21 - JURISDICTION - APPLICABLE LAW

The contract and all non-contractual claims and rights in connection with the contract shall be subject to the Laws of the Italian Republic to the exclusion of the United Nations Convention on the International Sale of Goods (CISG) and the provisions on conflict of law.

For all contractual and non-contractual disputes in connection with the contract, the competent territorial courts for the Buyer shall have exclusive jurisdiction. This shall also apply in case that the Vendor has no statutory residence or place of effective management within the Republic of Italy.

ARTICLE 22 - GENERAL REGULATIONS

22.1. Should any provision to the PO determined, by any competent judge, invalid, illicit or ineffective despite the reason, such clause shall be excluded and the remaining provisions of the PO retain full effectiveness and binding, as well as in the event the contract should be completed inclusive of said invalid, illicit or ineffective provision.

22.2. In no case renunciation by any party to any rightful claim stemming from any violation whatever of the PO may be taken as a surrender of rights concerning any further violation(s) of the same or other provision(s).

22.3. Any required communication that one party has to submit to the other during the entire execution of the PO must be in the written form and has to be addressed to the specific address defined by other party prior to commencement of execution of the contract.

22.4. The Purchase Order and its attachments constitute the full agreement between the parties; with reference to the subject of the contract, unless otherwise specified in the PO, this agreement prevails over all previous contracts, statements and agreements between the parties.

22.5. The parties do not intend to limit with any PO arrangement any topic other than that pertaining to the present Purchase Order.

22.6. In the PO, the following words and expressions shall have the following meaning.

"Order" means the Purchase Order (or contract) to which these General Purchasing Conditions are part of.

"Buyer" means the party doing the purchasing as stated in the PO.

"Vendor" means a legal body/person who manufactures, produces, trades or sells goods or services as identified in the PO.

"Supplies" means goods or services that must be supplied as specified in the contract.

"Warranty" means the warranty offered by the Vendor in compliance with the above ARTICLE 11.

In compliance with Art. 1341 of the Civil Code of the Republic of Italy, the Vendor approves expressly, in writing, the provisions of which at articles 4, 5, 7, 16, 17, 20 and 21 of the present General Purchasing Conditions.

X

Dr. Emilio Riganti, President RIGANTI S.p.A.

X

VENDOR SIGNATURE AND STAMP