

GENERAL CONDITIONS OF PURCHASE

1. GENERAL INFORMATION

1.1 These General Conditions of Purchase (hereinafter also referred to as Conditions), unless derogated from by particular conditions contained in the Eutron order (hereinafter also referred to as the Buyer), shall apply to all purchases of goods and services (hereinafter also referred to as Products) made by Eutron from the Supplier (hereinafter also referred to as the Seller) and shall prevail over any other clause affixed by the Supplier in its general conditions of sale, invoices or correspondence, unless otherwise agreed in writing between the parties. The contractual relationship resulting from the completion of the Eutron order is governed by these Conditions and by the specific conditions indicated in the Eutron order, as well as, where present, in the general or special specifications prepared by Eutron, which concern the execution of the order, and which are brought to the attention of the Supplier. The Supplier may not, therefore, invoke or object to conditions other than those contained herein or expressly indicated in writing on the order by Eutron. Therefore, any conditions contained in the Supplier's offer or in any case contained in its brochures, catalogues, publications, drawings, invoices or attachments to the order, to the order confirmations or to the Supplier's offers shall not be valid and shall not apply.

1.2 Eutron orders can be sent via e-mail, fax, EDI, courier. The order becomes irrevocable for Eutron when it is accepted in writing by the Supplier. Acceptance of the order implies acceptance of these General Conditions of Purchase and of the particular conditions contained in the order. Upon receipt of the order, the Supplier shall send the Buyer the order confirmation within 2 working days. Once this term has expired, the order and these Conditions shall be considered tacitly accepted by the Supplier. The execution of the order by the Supplier shall in any case be understood as tacit acceptance of these Conditions and of the particular conditions contained in the order. In particular, the payment terms, the delivery date and the prices indicated in the order shall be binding for the Supplier. Any total or partial revocation of Eutron's orders shall not give rise to any right to reimbursement or compensation in favour of the Supplier.

1.3 Eutron order and/or its execution are not transferable by the Supplier, even partially.

1.4 The Supplier does not enjoy any exclusive right and therefore Eutron may also avail itself of other Suppliers for the execution of the order and the supply of the Products.

2. TECHNICAL INFORMATION, CONFIDENTIALITY

2.1 The Information (meaning any information, technical, technological or commercial documentation, drawings, materials, components, samples, processes as well as models or samples made available to the Supplier for the design, testing, development of the object of the order, its prototypes or equipment) remains the exclusive property of the Buyer and may only be used for the execution of Eutron's orders.

Eutron S.p.A.

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Registro delle Imprese di Bergamo n. 01805190160
R.E.A. Bergamo n.238524

Capitale Sociale Euro 2.730.000,00 i.v.
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In relation to the Information the Supplier, even after the execution of the order and the termination of the supply relationship, is obliged to:

- a. keep them in the strictest confidence and return them to the Buyer, at the Buyer's request and without notice;
- b. identify them as the property of Eutron, not reproduce or copy them, unless expressly authorised by Eutron, and not transmit or reveal their contents to third parties; not apply for patents or other industrial property rights, which, however, where requested, must in any case be transferred exclusively to Eutron;
- c. not to produce or have produced by third parties, for any reason, directly or indirectly, for productive use, products or services exploiting the Information;
- d. impose and guarantee compliance with the obligations arising from these Conditions on any third party involved in the production, to whom the Supplier has been expressly authorized by Eutron to provide the Information as part of the execution of the order.

2.2 All data and information of which the Supplier has become aware in any way or in possession in the course of the relationship between the parties or in any other way, are to be considered strictly confidential. The Supplier, therefore, also in relation to the fact of its employees, auxiliaries and collaborators, shall treat such Information as confidential, shall not disclose it to third parties and shall not use it for purposes other than the needs of the relationship between the parties. The Buyer's trademarks, patents and any other intellectual property rights shall remain with the latter.

3. SPECIFIC EQUIPMENT

3.1 The equipment that Eutron makes available to the Supplier for the execution of the order remains the exclusive property of the Buyer: the Supplier is responsible for its loss, destruction, damage or immobilization for any judicial seizure of the same, due to malicious or culpable facts attributable to the Supplier.

In this regard, the Supplier is obliged:

- a. to provide adequate insurance cover against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage;
- b. to keep or use them with the utmost care and provide, at their own expense, for routine maintenance;
- c. to inform Eutron of the need for extraordinary repairs, replacement or rebuilding, as a matter of urgency, it being understood that any decision in this regard shall be taken by Eutron, as well as the related costs shall be considered to be borne by Eutron, unless such events are not attributable to the Supplier, in which case the costs shall be borne by the Supplier;

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- d. not to move them out of its premises, unless prior written consent has been obtained from Eutron;
- e. to allow Eutron personnel to monitor the state of use of the equipment and its storage conditions;
- f. not to sell them to third parties for any reason whatsoever;
- g. not to use them or to have them used by third parties except for the execution of the order or for the production of spare parts for Eutron;
- h. to comply with all Buyer's instructions regarding their storage, return or scrapping;
- i. to return them immediately to the address provided by Eutron at its request;
- l. to indemnify Eutron from any liability or claim for compensation that may be received as a result of damage caused by the use of the above equipment; to this end, the Supplier guarantees that its personnel have been exactly trained and instructed to use Eutron's equipment.

3.2 With reference to the specific equipment owned by the Supplier that the latter has produced and/or purchased for the production of Products for Eutron, the Supplier undertakes to transfer the same specific equipment to Eutron, at its request, at a price equal to the residual depreciation, in any case of termination of the supply and at the simple request of Eutron itself.

4. DELIVERY

4.1 Unless otherwise specifically agreed in writing, the delivery of the object of the order, for the purposes of verifying compliance with the delivery terms and the transfer of risk from the Supplier to Eutron, takes place upon delivery to Eutron's warehouses, i.e. DDP (ref. INCOTERMS 2010).

4.2 Within the framework of a scheduling methodology, which will be communicated by Eutron, or in the presence of a delivery term indicated in the Eutron order, the delivery terms and schedules are binding and essential for the Supplier and Eutron is entitled to return supplies received before the agreed term, at the Supplier's expense and risk or to charge the Supplier for storage costs, unless otherwise agreed between the parties in writing.

In the event of a delay in delivery, not due to force majeure, Eutron shall, at its discretion, have one or more of the following options:

- a. demand the execution of the order, in whole or in part, and apply a penalty equal to 2% of the price of the quantities not delivered within the agreed term, for each day of delay, up to a maximum of the value of the supply;
- b. to supply elsewhere, in whole or in part, the Products ordered, at the expense and risk of the Supplier, notifying the same Supplier;

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c. terminate, with immediate effect, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by simple written notice to the Supplier, the relevant contract.

This is without prejudice, in any event, to the right to compensation for the additional damage actually suffered.

4.3 In the event that the execution of the order is prevented by the occurrence of proven circumstances of force majeure, the delivery terms, if Eutron agrees, shall be deemed extended and the new term shall be established by mutual agreement between the parties, provided that the Supplier has promptly informed Eutron, in writing, and has taken all necessary actions to limit its effects.

4.4 In the event that the Supplier decides to cease production of one or more Products, he shall give urgent notice to the Buyer and agree with the latter on the Last By Order, at least 12 months in advance.

5. FITNESS, GUARANTEES, DEFECTS

5.1 The Supplier guarantees to comply with all the regulations issued and mandated, Italian and EU, applicable to the Products and its sector of activity, with specific but not exclusive reference to the legislation on health and safety at work, labor law and trade union law, and all current provisions regarding the tax and social security system of the employment relationship.

5.2 The Supplier shall ensure the conformity and quality of the Products, the safety of the relevant production process and their suitability for their intended use.

5.3 The Supplier undertakes to prepare and supply to the Buyer all the technical and informative documentation, including any documentation developed after delivery, relating to the Products and to the production processes/parameters adopted.

5.4 The Supplier guarantees that the Products are free from defects, conforming to the promised qualities, suitable for the use for which they are intended and to any other technical specifications agreed from time to time by the Buyer and the Supplier, as well as, in general, to the best quality standards of that type of product and also guarantees their proper functioning for the entire duration of the guarantee. Eutron's approval of Supplier's standard drawings or products shall not relieve the Supplier from liability for the conformity and absence of defects in the products.

5.5 In the event that defects and/or non-conformities of the Products are found, as an exception to the provisions of art. 1495 of the Italian Civil Code, the Buyer shall give written notice to the Supplier, specifying the reasons for the dispute, within 30 days from receipt in the case of apparent defects, or from discovery in the case of non-apparent defects.

5.6 In the event of defects or conformity defects in the Products and malfunction, without prejudice to Eutron's right to compensation for any direct or indirect damage suffered and to be indemnified and held

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harmless by the Supplier against claims for damages received from its customers or third parties, the Supplier shall be obliged to replace/repair promptly and free of charge the defective or dissimilar Products, taking charge of all the costs of collection and delivery of the Products themselves and of all the costs incurred by the Buyer for any selection, filming, reworking, and anything else necessary to restore the required levels of quality of the Product. The Buyer shall, as a consequence, charge the Supplier for such costs including the materials and any labour that will be used for such operations, by means of a debit note.

5.7 The warranty on all Products will last 24 months, unless otherwise agreed in writing.

5.8 The Supplier also undertakes, even beyond the warranty terms, to hold the Buyer harmless for any damage or expense that may arise directly or indirectly to the Buyer due to defects or differences in the Products or malfunctioning and that may qualify, under the law or Community legislation, as the responsibility of the producer.

5.9 If Eutron, during or after the end of the warranty period, conducts Product recall campaigns or takes or suffers similar actions with respect to Products or other products in which Supplier's products have been incorporated, installed or otherwise used, and such campaigns are determined by fact attributable to Supplier's Products, the costs of campaigns and other actions taken or suffered by Eutron shall be borne by the Supplier.

5.10 In the event that, even after the expiry of the warranty, Eutron is sued for civil liability (including product liability) or contractual liability, or is accused of violating legal requirements (safety, pollution, etc.) as a result of the defectiveness, non-conformity or unreliability of the products, the Supplier shall be obliged to indemnify Eutron and to compensate it for any damage suffered by it.

6. PRICES

6.1 The prices indicated in the order are fixed and not subject to variations of any kind unless otherwise agreed in writing between the parties.

7. DELIVERY DOCUMENTS, PACKAGING, MATERIALS IDENTIFICATION, INVOICES AND PAYMENTS

7.1 The delivery documents shall contain the following information: order number, EUTRON material code (10 digits), supplier code (if any), description of the material, unit of measurement, quantity.

7.2 The packaging must meet the following specifications: different packaging must be made for different codes (e.g. in the same cage there must be no different codes), the pallets used must be of the europallet type (800*1200 mm.) or similar, the containers used must be suitable for size and weight, the materials they must contain. The containers must be easy to handle and transport and must also be recyclable and free of substances harmful to health in accordance with current regulations.

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7.3 The minimum information for the purposes of proper recognition and traceability of the materials supplied, which must be present on each package, are: the business name of the Supplier, EUTRON code, description, quantity, numbering of packages containing equal codes, transport document number of the Supplier. However, for packaging and identification, reference is made to Eutron's operating instruction "SPECIFICATIONS AND IDENTIFICATION OF GOODS PACKAGING IN ARRIVAL" doc. OP.LG.108.

7.4 Invoices must indicate what is indicated on the delivery documents in addition to the reference of the delivery document itself and must be made out in the name and sent to EUTRON Spa, Via Crespi 29/31 PRADALUNGA (BG).

7.5 EUTRON shall make the payment in the manner and on the due date indicated in the order, subject to the receipt of the duly completed documents provided for in the previous paragraphs and, more generally, on condition that the Supplier has exactly fulfilled all the obligations provided for in the order and in these Conditions, subject, in any case, to the legal remedies in favor of the Buyer.

7.6 Without prejudice to the provisions of 7.5 above, in the event that one or more batches of Products are found to contain a percentage of defective or non-conforming parts in excess of 0.2% or the agreed different tolerance limit, Eutron shall have the right to suspend payment of an amount equal to the price of the batch concerned from the total payments due to the Supplier until the Supplier has delivered the parts or the replacement batch. Without prejudice to the right to compensation for the greater damage suffered by the Buyer due to defectiveness and/or delay in delivery.

8. SPARE PARTS

8.1 The Supplier shall guarantee the availability of the Products and their components as spare parts for at least ten years.

9. ECOLOGICAL IMPACT

9.1 The processes and products used for the execution of Eutron's tasks must be environmentally friendly and comply with current environmental regulations.

10. INSURANCE

10.1 The Supplier undertakes to take out appropriate insurance for damage from "Product Liability" and for transport damage including that resulting from packaging defects or deficiencies; the policy will be presented at the request of Eutron.

11. COURT OF COMPETENT JURISDICTION AND APPLICABLE LAW

11.1 The contracts covered by Eutron's orders and/or these Conditions, even if entered into with foreign suppliers and for materials supplied from abroad, are governed by Italian law or, at Eutron's option, by the

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law of the country where the Eutron branch that placed the purchase order has its registered office. The place of jurisdiction for any dispute is exclusively Bergamo or, at Eutron's sole discretion for supplies ordered by its foreign branches, the place of jurisdiction of the authority of the place where the registered office of the Eutron branch has its registered office, without prejudice to Eutron's right to take legal action where the Supplier has its registered office.

12. DECLARATION OF ORIGIN

12.1 At the time of each supply of new products, the Supplier undertakes to send Eutron the declaration of origin of the Products and to renew such declaration upon expiry of the same. Failing this, Eutron shall have the right to immediate termination of the supply relationship, without prejudice to compensation for any damage, including any penalties, deriving from failure to send the declaration of origin.

13. PRIVACY AND CODE OF ETHICS

13.1 Pursuant to and for the purposes of Legislative Decree no. 196/2003 and subsequent amendments and integrations. ("Privacy Code") and EU Regulation No. 679/2016 ("Regulations"), the Parties undertake to process such data in accordance with principles of correctness, lawfulness and relevance, in full compliance with the provisions and requirements of the Privacy Code and the Regulations, with particular regard to the provisions on minimum security measures.

The Parties also declare that they have exchanged the information provided for in Article 13 of the Regulation (Information).

13.2 The Supplier undertakes, also for its directors, auditors, employees and/or collaborators pursuant to art. 1381 of the Civil Code, to strictly comply with the rules contained in the Code of Ethics approved by the Board of Directors of Eutron, which can be consulted on the Eutron website, fully accepting all the terms and conditions.

In the event of a breach of this Code of Ethics, which is attributable to the responsibility of the Supplier, Eutron will be entitled to terminate the contract with immediate effect pursuant to art. 1456 of the Italian Civil Code by registered letter with return receipt, without prejudice to any other legal remedy, including the right to compensation for any damages suffered.

Without prejudice to the above, it is understood that the Supplier shall indemnify and hold harmless Eutron and, for it, its assignees, auditors, directors, employees and/or legal representatives from any claim, damage and/or request, including legal costs, that may be made by third parties in relation to any violations of the aforementioned Code of Ethics.

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14. ITALIAN LEGISLATIVE DECREE 231/2001 (MANAGEMENT POLICY)

Pursuant to and in accordance with Italian Legislative Decree no. 231/01, in the performance of its obligations under this Agreement, the Supplier undertakes, also on behalf of its directors, auditors, employees or collaborators as provided by art. 1381 of the Italian Civil Code, to strictly comply with the rules contained in the Ethical Code of Conduct approved by EUTRON S.p.A. , which is an integral part of the Management Policy adopted by EUTRON S.p.A. pursuant to Italian Legislative Decree no. 231/01 ("Management Policy"), which can be consulted on the website of EUTRON S.p.A., and fully accepts and acknowledges that it is aware of all the terms and conditions contained therein.

In the event of any breach of the rules of the Ethical Code of Conduct and/or the Management Policy, attributable to the Supplier, EUTRON S.p.A. shall be entitled to terminate this Agreement with immediate effect pursuant to art. 1456 of the Italian Civil Code by registered letter with return receipt. In any case, Eutron S.p.A. reserves the right to obtain any remedy for breach of contract, including the right to claim compensation for any direct or indirect damage.

The Supplier _____

Pursuant to and in accordance with Article 1341 of the Italian Civil Code, the Supplier specifically approves the conditions set out in 1.2 (tacit acceptance of the order and revocation of the order), 4.2 (failure to comply with delivery terms), 5.4, 5.5, 5.6, 5.7, 5.8, 5.9 and 5.10 (warranty), 7.5 and 7.6 (failure to indicate data in invoices and accompanying documents) 11.1 (Competent Court).

The Supplier _____

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