

## COMPANY

Name	<b>Fonderie Mario Mazzucconi S.p.A.</b>
VAT Number	00917730160
Address	Via Mazzini, 10 - Ponte San Pietro (BG)

Name	<b>Fonderia S. Possidonio S.r.l.</b>
VAT Number	01661990364
Address	Via Don Minzoni, 14 - S. Possidonio (MO)

Name	<b>Rono S.p.A.</b>
VAT Number	01425740162
Address	Via Ca' Barile, 1 - Almenno S. Bartolomeo (BG)

Name	<b>Tekal S.p.A.</b>
VAT Number	00341340693
Address	Via Po, 55 – San Giovanni Teatino (CH)

Hereinafter called MAZZUCCONI.

## **GENERAL TERMS AND CONDITIONS OF SUPPLY**

1. **GENERAL CONDITIONS** - The general conditions regarding supplies contained in this document and those explicitly listed in the special orders expressly apply. All conditions specified therein shall be deemed accepted by the SUPPLIER, having considered the same as an essential and integral part of the supply contract. Any clause must therefore be regarded as not written, even if reproduced in print, placed by the SUPPLIER in its invoices, in its notes and correspondence, which is contrary or otherwise contained in these general conditions and those specific orders.

2. **ORDERS AND CHANGES THEREOF** - The details of the orders, contracts and requests for delivery or supply, as well as changes or additions to them, must be in writing.  
Orders and changes to the same can also be issued by electronic transmission or fax

The validity of any verbal agreements during the negotiation is subject to written confirmation of the purchase departments of MAZZUCCONI.

The validity of oral agreements after the conclusion of the contract, in particular on changes in the conditions of purchase, is always subject to written confirmation of the purchase departments of MAZZUCCONI.

The order confirmation must be sent by the SUPPLIER to MAZZUCCONI no later than 10 working days after issuing the same. Orders and delivery requests and / or supply of MAZZUCCONI are binding and will be considered automatically accepted and confirmed after the defined period. Furthermore, in case of lack of order confirmation, MAZZUCCONI have the right to cancel.

The prices, terms and conditions for MAZZUCCONI will also apply to orders of affiliates.

3. **PRICES** - The price agreed upon and included in the orders can not be revised under any circumstances or budget unless otherwise agreed in writing between the PARTIES.
4. **TERMS OF DELIVERY** - The delivery terms specified in the orders, either explicitly or tacitly accepted by the SUPPLIER shall be construed as binding on the SUPPLIER.  
Failure to comply with the terms of delivery, even if for only part of the order, except in proven cases of force majeure shall promptly be notified the SUPPLIER in writing, MAZZUCCONI reserves the right:
  - a) to have the complete right to deem the order void, in which case it is enough that MAZZUCCONI notifies the SUPPLIER, MAZZUCCONI being exempt from the offer referred to in the first paragraph of Article 1517 CC;
  - b) to purchase elsewhere and at any time directly or through its agents, delivery of materials (and also not foreseen in the cases provided for by the art .1516 of the DC) at the risk of the SUPPLIER, except in the case of full right to compensation for damages.

5. **REMITTANCES AND DOCUMENT DELIVERY** - The materials must always be accompanied by the transport document, indicating the vendor name, date of shipment, the order number, the number of material code, the code of the warehouse, the quantity of each package, and

also the serial number, design and precise specification of the material delivered and everything else foreseen by tax provisions on the matter.

In the event that the provision intends the supply of services, the SUPPLIER must complete and deliver to MAZZUCCONI the intervention report or similar document, which must state the hours used, the reference staff intervened on behalf of the SUPPLIER and the list materials that may have been used during the performance, as well as the order number or order assigned by MAZZUCCONI.

6. **DELIVERY OF GOODS** - The place of delivery of goods and / or services is indicated in the order or contract. The same may be amended only by prior arrangement and written permission of MAZZUCCONI. Deliveries where the rules laid down in this document and the specific orders were not observed, may be rejected by the MAZZUCCONI Warehouse Acceptance where the goods are to be delivered. Unless otherwise agreed, the prices of the goods are "ex works" MAZZUCCONI and include packaging. The goods must be packed in such a way as to guarantee the arrival at destination in perfect condition. The costs of any damage and / or losses that may result, in the opinion of MAZZUCCONI from inadequate or insufficient packaging will be charged to the SUPPLIER. The risks of the goods are the responsibility of the SUPPLIER until the time of their acceptance by or MAZZUCCONI representative of in the agreed place of delivery even if the fare has been paid by the same MAZZUCCONI.
7. **EXAMINATION OF GOODS** - The simple delivery to the MAZZUCCONI personnel recipient does not constitute acceptance of the goods which subordinate to the condition, quantity and quality of the goods. This assessment is the responsibility of Quality Control and / or of MAZZUCCONI entity who has requested the supply. The action arising from these findings will be binding on the acceptance of the material. The time required for the execution of such investigations and for possible opposition to the SUPPLIER judged by MAZZUCCONI, even if it were to cause a prolonged stay of the materials at the premises of same MAZZUCCONI, may in no circumstances be regarded as a tacit acceptance of delivered goods. MAZZUCCONI deems itself free from the consequences provided for by the last paragraph of Art. CC 1513, when the judicial authority has asked that the quality and condition of the object sold be verified in the manner provided for in Article CPC .696 .
8. **FAILURE TO CONFORM TO THE GOODS AGREED UPON**- Any defects and / or defects of the delivered goods will always be reported in writing to the SUPPLIER. Regarding these complaints, MAZZUCCONI is not required to observe the terms of article. 1495 and art. 1667 Civil Code.

The complaint, for those vices and faults, even if they were apparent, could always be made by MAZZUCCONI at any time after the receipt of the goods, even if the same has already been put into working or has already been placed under the product of the Company and even if the invoices relating to the goods have already been paid, in that it shall be construed as the suppli shall be deemed made upon the declaration by the SUPPLIER that the goods supplied is free from defects of any kind.

The order is intended as completed with the delivery of the quantity of material ordered to the MAZZUCCONI warehouse for acceptance or the successful completion of testing. Where during testing, materials are found to be discarded, MAZZUCCONI will be entitled to request the replacement of the same contractual materials or refuse them, always subject to damages. MAZZUCCONI will be entitled to reject the entire supply or part thereof, although this should be done with further performances, and to therefore deem canceled the order with the right to withhold the materials that were delivered earlier and recognized as conforming to the ordered, in any case with right to damages. MAZZUCCONI will also be entitled to obtain delivery of the materials elsewhere, as provided in subparagraph b) of paragraph 4

The machines, their component parts, equipment and apparatus in general, even in facilities, must comply with the provisions of Directive 2006/42/EC, known as the Machinery Directive, as well as respond to safety requirements set by the D . Decree 81/08 and other regulations in force in European character or national security.

In particular, the machines will have to bear in a prominent position the plaque bearing the CE mark and all data contained in that Directive.

9. SUPPLY OF PLANT AND EQUIPMENT – In the situation where a supply of a plant and machinery requires action on behalf of staff or officers of the SUPPLIER, the SUPPLIER will be required to ensure the regularity of the relationship with its own employees, collaborators or companies entrusted by the SUPPLIER.

It will also be an obligation and responsibility of the SUPPLIER to ensure compliance with all safety standards by some of their staff and / or agents.

10. SERVICE OPERATIONS - Where the supply involves work at the MAZZUCCONI factories by staff or personnel appointed by the SUPPLIER, the work can not start until MAZZUCCONI has received and reviewed the document containing the security plan and before completing and signing the "procurement file document" which will be given to the SUPPLIER by the MAZZUCCONI Office of Safety and Environment.

11. PAYMENTS AND DEFAULTS - The finding of defaults of the SUPPLIER gives the right to MAZZUCCONI to withhold payments that were accrued prior to the service, even if not related to the order, so as to guarantee against the consequences of the default of the SUPPLIER. This without the need for legal action on behalf of Judicial Authorities. It is expressly forbidden to the SUPPLIER to issue drafts for payment of such supplies, but in any case, if such are issued, they will not be withdrawn and the SUPPLIER will be liable for any damages arising from failure withdraw the above.

12. PACKAGING - As required by section 6 of this document, no charge for packaging will be accepted by MAZZUCCONI unless expressly agreed and confirmed by in orders.

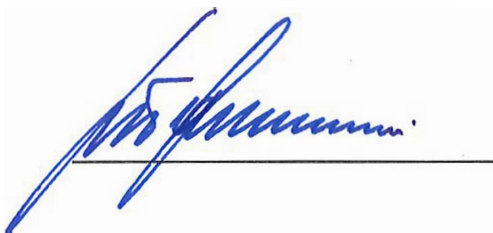
13. PROHIBITION OF CESSION- The rights arising from the orders issued by MAZZUCCONI are not transferable. It is expressly agreed that the claims arising from the provision relating thereto, shall not be subject to assignment or delegation to third parties in any form to any other person.
14. CONSTRUCTION OF DESIGNS OR MAZZUCCONI MODELS - drawings, models or MAZZUCCONI equipment may not be copied by the SUPPLIER, or be transmitted to other persons, or used by the same in any way. The production of materials on drawings, models or MAZZUCCONI samples must be limited by the SUPPLIER to the quantities to be delivered to MAZZUCCONI and the SUPPLIER agrees to destroy any waste.
15. PATENTED PRODUCTION SUPPLIES - With the acceptance of the order the SUPPLIER gives MAZZUCCONI, the full guarantee that the materials provided have not been and will not be produced in contravention of patents or other licenses and guarantees to MAZZUCCONI the freedom and legality use and trade of such materials, both in Italy and abroad
16. CONFIDENTIALITY AND EXCLUSIVITY - The SUPPLIER will keep confidential all commercial and technical information made available by MAZZUCCONI (including data that can be learned from such objects, documents or software and any other information or experience), and the results of the work achieved by the contract, except what is already public knowledge. The information will be made available at the headquarters of the SUPPLIER, only to those persons who are deemed necessary for the purposes of carrying out the supplies to MAZZUCCONI. Such persons shall undertake to maintain confidentiality. The information is the exclusive property of MAZZUCCONI and may not be duplicated or used commercially - except for deliveries to MAZZUCCONI - without prior permission from MAZZUCCONI.  
  
More generally, where there is need for exclusivity, MAZZUCCONI and the SUPPLIER will sign a subcontracting agreement specifically governing in detail the conditions of confidentiality and exclusivity.
17. SPECIAL CONDITIONS - Any special conditions or special clauses resulting from the type of delivery may be subject to specific conditions will be communicated by the SUPPLIER to MAZZUCCONI.
18. DISCLAIMER- Any ineffectiveness of a clause of these conditions or subsequent agreements do not entail the invalidity of the other conditions. The PARTIES agree on a replacement provision.

19. JURISDICTION - Any dispute arising out of these conditions or in connection with the same, shall be referred exclusively to the Court of Bergamo, in agreement with the express exclusion of any other court participant or alternate.

### **PRIVACY STATEMENTS**

The Personal Data of the persons concerned will be processed in accordance with Regulation UE 679/2016 and D.lgs. 196/2003 as amended; For more information, visit the privacy section of the website [www.mazzucconi.com](http://www.mazzucconi.com).

#### **PURCHASING DEPARTEMENT**



#### **AMMINISTRATION DEPARTEMENT**



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