

GENERAL PURCHASE CONDITIONS

1) Nature, validity and effectiveness of the general conditions

1.1 These general purchase conditions regulate the modalities and the conditions for the purchase of products by Intea Engineering Tecnologie Elettroniche Applicate s.r.l., VAT code 12187650150, having the registered and operating office in – 25057 – Sale Marasino (BS), via Chiusure n. 20 (hereinafter also referred to, simply, as INTEA).

All the contracts for the purchase of products from third parties (the SUPPLIER), concluded by INTEA, also in the future, are and will be exclusively regulated by these general conditions which form an integral and substantial part of any proposal and/or purchase order of the products, regardless of whether an explicit reference is made to them.

1.2 Any condition and/or derogation or amendment to these general purchase conditions by the SUPPLIER, that deviate or conflict with these conditions, shall be valid only if they are specifically accepted and authorised in writing by INTEA.

1.3 The SUPPLIER may not invoke or rely on conditions different from those included in these general conditions and/or in the purchase order. Therefore, the possible conditions attached to and/or stipulated in writing in the order confirmation by the SUPPLIER, that will remain, in any case, obligated and bound by these general purchase conditions regardless of whether the order confirmation by the SUPPLIER is subject to different conditions than those hereby indicated and the same are not expressly rejected by INTEA, shall have no validity.

1.4 These general conditions shall be valid for an indeterminate period and, in any case, shall be deemed known by the SUPPLIER, as a result of the signature and/or the conclusion of the supply contract, as indicated in Article 2 below.

1.5 The possible agreements, reports, statements or commitments of agents, employees and officials of INTEA, made before, at the same time or after the publication of these conditions on the website shall not bound INTEA, unless confirmed in writing by the latter.

2) Offers

All the offers have to be submitted in writing to the SUPPLIER and without any charge for INTEA. All the preparatory costs related to the offer (for example, travels, drawings, etc....) shall be borne by the SUPPLIER. The offers must contain all the details that allow an immediate identification of the offer, in particular INTEA's request number, if appropriate, the name of the employee that handles it.

All the documents and/or materials and/or others provided by INTEA (for example, drawings, drafts, calculations, samples, models and data media) are and remain its exclusive property, may not be made available to third parties without the prior written approval of INTEA, and may not be used by the SUPPLIER for different purposes than those for which they have been provided. In any case, the SUPPLIER is bound to return them at the end of the relationship and/or at the mere request.

3) Purchase orders and confirmations

3.1 The purchase order issued by INTEA shall be regulated by these general conditions and shall include: the number and the date of the order, the product description, the quantity requested, the price of the product, the date and the place of delivery, the payment terms, the shipping and packaging expenses.

3.2 The purchase order issued by INTEA must be confirmed by the SUPPLIER by e-mail sent at the e-mail address orders@inteaengineering.it

3.3 By the order confirmation, the SUPPLIER waives its own sale conditions, both general and particular, even though they are attached to the offer/the confirmation of the order, or published in brochures, catalogues, websites, drawings, invoices or likewise, and these general purchase conditions are only and exclusively applicable and binding on the parties.

4) Delivery and execution

4.1 The delivery methods for the products ordered by INTEA shall be specified in the purchase order.

4.2 The time and the date of delivery of the products, specified in the purchase order and confirmed by the SUPPLIER, are material and mandatory and, therefore, may not be changed. The SUPPLIER undertakes to immediately notify INTEA, in writing, as soon as it becomes aware of not being able to meet the delivery deadline, in respect of the order, in full or in part.

4.3 In the case of delayed delivery of the products by the SUPPLIER of more than 5 working days, for any reason, INTEA has the right to not accept the goods, to terminate the contract without any charge against it and to request, in any case, the SUPPLIER to compensate the damages by a flat-rate reimbursement of 10% of the value of the shipping per each week of delay, in addition to possibly the greatest damage suffered.

4.4 The delivery of the products by the SUPPLIER must be limited to the quantity ordered, therefore the excess quantity shall be

accepted only if authorised. The SUPPLIER handles at its own expenses the prompt withdrawal of rejected products.

5) Prices and payments

5.1 In any case, the price shall be deemed fixed and non-modifiable by the SUPPLIER, and not subject to revisions or increases.

5.2 The invoices shall be paid by the methods and the deadlines agreed and stipulated in the purchase order confirmed by the SUPPLIER.

5.3 The credit claimed by the SUPPLIER from INTEA for the purchase of the products may never be assigned to third parties.

6) Warranties and liability

6.1 All the products delivered by the SUPPLIER are covered by the performance warranty for a period of not less than twenty-four (24) months from the delivery date, unless the warranty period provided for by the law or offered by the SUPPLIER has a longer duration.

6.2 The SUPPLIER guarantees that, at time of delivery, all the products are free from defects and flaws and comply with the legal and governmental requirements and with their specific functionalities, in terms of capacity and utility.

6.3 The claims concerning the product flaws, made by INTEA, shall be deemed reported in time, if they are received by the SUPPLIER within four weeks from the receipt of the goods, in the case of apparent defects, or from the acknowledgment of the flaw, in the case of latent defects.

In the case of product flaws, INTEA has the right to also ask the SUPPLIER to repair the defective goods or, at its own discretion, to supply products without flaws as replacement. In this case, all the expenses incurred for the repair of the products or for the supply of the replacement products shall be borne by the SUPPLIER.

6.4 The SUPPLIER shall be solely responsible for all the damages and the costs related to any claim made by anyone against INTEA for liability for the defective product (including, for example, the possible costs related to the violation of intellectual/industrial property rights of third parties, the withdrawal of the product from the market, etc...), the delayed delivery of the products (including, for example, the interruption of productive activities, the impossibility to supply the customers, contractual penalties, etc...) or any damage, defect and/or malfunction that may be or has been caused to third parties, and it has to indemnify and hold harmless INTEA for any economic request received.

In this respect, the SUPPLIER undertakes to activate a liability insurance for an appropriate maximum amount, which shall not influence the possible future rights of INTEA to obtain a higher compensation.

7) Privacy rights

All the documents (for example, drafts, drawings, samples, models, data and software) that INTEA eventually gives to the SUPPLIER are and will remain the exclusive property of INTEA and must be handled by the SUPPLIER in a strictly confidential manner and returned at the mere request.

The documents may be used by the SUPPLIER only for employment relationships with INTEA. The information provided in relation to the execution of the orders - concerning, in particular, the research and development activity, in addition to the commercial activities - must be treated by the SUPPLIER in a confidential manner both during the execution of the order and later.

The SUPPLIER has to (at INTEA's discretion) return or destroy all the documents and the information received from INTEA, including all the copies thereof and all the documents that make reference to or include this information. The SUPPLIER has to provide INTEA with the written confirmation of the destruction within fifteen (15) days of the request for disposal.

The possible components and/or prototypes supplied by INTEA are and shall remain the exclusive property of INTEA and must be handled by the SUPPLIER on behalf of INTEA.

The possible tools, moulds and equipment paid, in full or in part, by INTEA for the manufacture of the product are and shall become the property of INTEA and shall be deemed granted on loan for free use to the SUPPLIER, that has to store, to use and to maintain them at their care and responsibility, and to return them at mere request, perfectly intact and operational.

8) Intellectual and industrial property.

The SUPPLIER has the duty and bears the responsibility for checking if the Product sold to INTEA is protected by a patent and/or by other intellectual and/or industrial property right of third parties. The SUPPLIER has to carry out this check, at its own cost, before selling the Product.

INTEA may not be held liable in any case for the violation of intellectual and/or industrial property rights of third parties, concerning the products purchased from the SUPPLIER, which shall be liable on their own for such violations and shall undertake to hold harmless and to indemnify INTEA for any claim for damage made by third parties, concerning the violation of intellectual and/or industrial property rights of third parties.

9) Judicial body and exclusive forum.

9.1 The judicial body with jurisdiction to hear the disputes concerning the existence, the performance, the interpretation, the validity, the non-performance or the termination of these general purchase conditions shall be exclusively the Italian one.

9.2 The Parties agree that only the Brescia Tribunal (Tribunale di Brescia) (BS-Italy) shall have the jurisdiction to hear any dispute deriving from or related to these general purchase conditions, including any dispute concerning the existence, the performance, the interpretation, the validity, the non-performance or the termination of these conditions.

10) Applicable law.

These general purchase conditions are governed by and have to be construed only according to Italian laws.

The application of the Vienna Convention and of any other international convention shall be excluded, as the regulation of these general supply conditions and all the disputes related to them are exclusively left to the application of Italian law.

11) Personal Data Processing

Pursuant to EU Regulation no. 2016/679 (GDPR) to the Legislative Decree 196/2003, with the subsequent amendments and supplements, INTEA and the SUPPLIER acknowledge that they informed each other and mutually agree that the personal data collected in order to formalize the supply contracts regulated by these conditions are subjected to the processing in the Customers/Suppliers archive, in order to meet civil and tax requirements and for management, statistical, commercial and marketing purposes.

12) Final provisions.

12.1 The original text of these general purchase conditions is drawn up only in the Italian language and it is the only one which is authentic and binding for the parties.

12.2 Without prejudice to the provisions of point 12.1 above, the original Italian text of these general conditions may be also translated by INTEA in other foreign languages for the sole purpose of facilitating the dissemination of the provisions thereof amongst its SUPPLIERS and without this affecting in any way the exclusive validity of the Italian text between the parties.

12.3 These general conditions shall repeal and replace the possible previous general supply conditions, both written and verbal, existing between INTEA and the SUPPLIER.

12.4 In the case where one or several clauses of these general conditions or of the order confirmations is/are annulled or declared null or unenforceable according to the law, the validity of the remaining clauses shall remain intact.

12.5 The failure to enforce any agreement, right or power hereby stipulated shall neither impede, nor compromise the right to enforce later such provisions, rights or powers or any other provision, right or power granted by these general conditions.

12.6 All the licence rights concerning the production, the marketing, the sale and the use of the products purchased from the SUPPLIER, as well as all that is discovered, invented and designed in any way, in the performance of the supply relationship, are and will be the exclusive property of INTEA.