

Verind S.p.A. • Via Papa Giovanni XXIII, 25/29 • I-20090 Rodano (MI)

<i>Vostro riferimento</i> <i>Your reference</i>	
<i>Nostro riferimento</i> <i>Our reference</i>	Luca Donati
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#### VERIND GENERAL PURCHASE CONDITIONS VERIND REV3

##### Article 1

For purposes related to the present general purchase conditions, the terms indicated here below have the following meaning:

Buyer: VERIND S.p.A., with head office in Rodano (MI), Via Papa Giovanni XXIII, n.25/29;

Supplier: every natural person or body corporate representing the counter party of the purchase order of goods and/or services ordered by the Buyer;

Purchase order: any purchase order of goods and/or services issued by the Buyer;

Parties: the Buyer and the Supplier.

##### Article 2

2.1. The present general purchase conditions represent an integral and essential part of each Purchase Order.

2.2. The present general purchase conditions regulated all contractual relations between the Seller and the Supplier and they prevail over any other indication contained in possible general conditions or sales details or order confirmation of the Supplier.

2.3 The sheets "attached", the drawings and the supply indications indicated in the purchase Order form an integral part of the order itself.

2.4. If the drawings, the supply indications and any other information necessary for execution of the supply are not attached to the Purchase Order, or are not already in the possession of the Supplier for the execution of other supplies, the Supplier will be obliged to request them immediately from the Buyer.

##### Article 3

3.1. The Order Confirmation of the Purchase and the present general purchase conditions duly undersigned by the Supplier should be sent by the Supplier to the Buyer by fax or by e-mail and should be sent to the latter within 5 working days from receipt of the purchase order and of the general purchase conditions.

3.2 In the case of non-observance of the indications provided in article 3.1 above, the Buyer has the power to cancel the Purchase order.

3.3. Once the Buyer has received the Purchase Order Confirmation and the General Purchase Conditions, duly undersigned, at the conditions and methods indicated in point 3.1 above, the supply contract between the Buyer and the Supplier will be considered completed. If there is no confirmation, the Order provisions will be considered valid and fully accepted.

##### Article 4

4.1. Unless indicated otherwise in the Purchase Order, the prices indicated will be considered as fixed and invariable for goods of a high trade quality, free from clear defects and hidden faults, completely suitable for the destination of use, as indicated in the Order, packaging included.

##### 4.2 Silicon free

All of the components and materials supplied should be free from SILICONE, mixtures containing silicone or substances that are not compatible with paint. Any damages caused by the non-observance of this point may be totally or partially charged to the non-compliant supplier.

##### 4.3 IPPC sanitary marking on wooden packaging – Regulations for treatment of wooden packaging.

With regards to wooden packaging, in accordance with the IPPC sanitary regulations, they state that only and exclusively treated wood, in compliance with the regulations applicable in the country of final destination, should be used and that the two opposite sides of the packaging should be marked clearly and permanently in accordance with the ISPM – 15.

##### 4.4 European Regulation (EC) N. 1907/2006 with regards to registration, Assessment, Authorisation and Restriction of Chemical Products (REACH)

The Supplier should provide the Buyer with guarantees related to full observance of each requirement in terms of pre-registration and registration of the substances that are classified in the Reach Regulation.

##### Article 5

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Milan Company Register  
Tax code and VAT no.  
00801640152.  
ISO 9001 Cert. no. 0709

Management and  
Coordination of Dürr  
Systems GmbH

5.1. Calibrated designs, models, print-outs and samples possibly delivered by the Buyer to the Supplier for execution of the Purchase Order will remain the exclusive property of the Buyer and should be returned in good condition once the supply has been completed.

5.2 When accepting the order the Supplier undertakes to limit the preparation or construction of the pieces to be made according to the drawings provided by the Buyer, in the quantity ordered and not to transfer these pieces, even in a small quantity, to third parties for any reason regardless of the fact that they may bear the brand or the distinctive signs of the Buyer.

#### Article 6 Delivery terms

6.1. The delivery terms indicated in the Purchase Order are considered for goods delivered to the destination indicated and should be carefully observed by the Supplier.

6.2. If the Supplier cannot carry out total or partial delivery of the goods within the terms indicated, he should inform the Buyer immediately, pointing out the reasons for this impossibility or delay.

6.3. If the delay or non-compliance is not due to reasons recognised by circumstances beyond one's control, or when the reasons of the delay or impediment are not immediately notified, the Buyer will have the right to withdraw from the contract with the Supplier, without the latter having any right to indemnity.

6.4. Furthermore, the Buyer has the power to order the material not delivered or the service not rendered, from another Supplier, within 30 days from the delivery date requested and/or conformed, requesting any possible damages from the Supplier deriving from the price difference or the difference in conditions or any other repeatable damages.

#### Article 7

The Buyer has the right to carry out, through his own personnel, inspections in the plants of the Supplier to establish the state of progress of the work or to establish the quality of the materials, of the samples or of the services included in the Purchase Order.

#### Article 8

Controls on products by personnel nominated by the Buyer will not release the Supplier from the supply regulations and the relative guarantees.

#### Article 9 Transportation

9.1. Packaging should be adequate for the material supplied and carried out in accordance with the relative norms and all defects depending from incorrect packaging or negligence in terms of despatch will be borne by the Supplier.

9.2. No costs will be recognised in terms of stops, packaging, courier costs or any other costs that have not been specifically authorised by the Buyer.

9.3. The deliveries made directly to the plants of the Buyer or to any other destination indicated, should always be accompanied by a transport document containing details of the Purchase Order.

#### Article 10

10.1. The delivery of materials should be limited to the quantities ordered, save any possible tolerances permitted.

10.2. The Buyer will not be responsible for materials sent by mistake or outside of the Purchase Order or for any other quantities other than the quantities ordered.

10.3. These materials should be returned, with transport costs borne by the Supplier, and with any possible compensation for costs unduly paid by the Buyer.

10.4 Normally all of the material is received upon delivery with the reserve of further control in terms of quality and quantity.

10.5. If, upon arrival, or during processing or during the first period of operation of the equipment or of the plant that they are destined for, the buyer finds that the material delivered does not correspond with the indications provided in the Purchase Order or the samples provided, they will be refused and made immediately available to the Supplier, who will organise their collection.

10.6. Following the period of eight days, the Buyer will have the right to organise the return of the goods to the Supplier, with all costs borne by the Supplier, and with compensation for any other costs borne and for repeatable damages.

10.7. The return, unless organised by the Buyer, should be carried out at the conditions defined in the Purchase Order and in the shortest possible period of time, to be communicated to the Buyer for acceptance.

#### Article 11 Guarantee

11.1. The Supplier declares and guarantees that the materials indicated in the Purchase Order are free of clear or hidden faults and production defects and are suitable for the use that they will be subject to.

11.2. Unless specified to the contrary in the Purchase Order, the guarantee will be valid for a period of twelve (12) months starting from first use of the equipment or of the plant on which the materials indicated in the Purchase Order are used.

11.3. In the case of discovery and reporting of faults or defects, the Buyer will have the right, at his own discretion, to ask for immediate repair or replacement of the faults goods from the Supplier, with all costs borne by the Supplier, or to deduct the value of the supply or any part of it that does not comply with the Purchase order, from the amount due to the Supplier.

11.4. If the Supplier delays to eliminate the faults and/or defects, or emergency causes exist, the Buyer will have the right to eliminate the faults and/or defects, or have them eliminated, and organise replacement of the parts that do not comply with the Purchase Order, with all costs borne by the Supplier, save any other compensation rights from damages of any kind, including indirect or consequential to the fault and/or defect of the goods delivered.

11.5. For the entire period of the guarantee, the Supplier is obliged to keep the Buyer unharmed from any compensation claim that the latter may suffer from his clients and/or third parties with regards to damages of any kind to people or things, attributable to faults or damages to the material supplied.

11.6. Costs related to the replacement and/or repair of the goods are entirely borne by the Supplier and all components replaced under warranty are guaranteed for a further period of twelve (12) months, starting from the date of replacement and/or repair.

11.7. The Supplier is also responsible for all damages caused to the product during transportation.

#### Article 12 Terms and methods of payment

12.1. The invoices should be named and addressed according to the indications provided in the Purchase Order.

12.2. Each invoice should refer to one single delivery or despatch and indicate reference numbers and the date of the Purchase order.

12.3. The value of the goods possibly refused will be deducted from the invoices together with the costs and repeatable damages that have not yet been reimbursed.

12.4. With regards to the expiry date of payment, the receipt date of the invoice will be considered valid.

12.5. If the invoice refers to supplies carried out in advance, the expiry date of the payment term will begin from the delivery date indicated in the Purchase Order.

12.6. The collection of drafts will not be accepted.

#### Article 13 Observance of norms, laws, regulations

13.1. The Supplier declares that he complies with all legal, administrative and contractual obligations towards its employees, with regards to wages and assistance and welfare contributions and with regards to the methods and formalities related to payment.

13.2. The Supplier declares that he has complied with all regulations related to the safety and health of all employees.

#### Article 14 Samples, drawings and technical documents

14.1. The Supplier undertakes, on his own behalf and on behalf of his own personnel, to maintain the utmost confidentiality, with prohibition to diffuse information related to documents, photographs, drawings, information and any other material supplied by the Buyer to third parties; furthermore, he undertakes not to use them for any purposes other than the fulfilment of contractual obligations, unless authorised by the Buyer.

14.2. The Supplier undertakes, on his own behalf and on behalf of his employees, to maintain the utmost confidentiality with regards to all information and news related to the Buyer, that he may learn of by virtue of and/or during execution of the supply.

#### Article 15 Subcontracts

15.1. The Supplier undertakes not to subcontract the supply, totally or partially, without the prior consent of the Buyer.

15.2. The Supplier undertakes not to transfer to third parties, totally or partially, the supply contract without the prior consent of the Buyer.

#### Article 16

16.1. The Supplier undertakes to relieve the Buyer from any prejudice that the latter may suffer in consideration of requests for compensation made by the Buyer for damages caused by personnel of the Supplier.

#### Article 17 The Verind organisational model

17.1 The Supplier declares that he is aware that the Buyer has adopted an organisation, management and control model, in accordance with the Legislative Decree 231/01 and is obliged, by virtue of his employees, collaborators and assistants, not to violate the indications contained in the Legislative Decree 231/01.

#### Article 18

18.1. The Parties mutually agree that the supply contract may be terminated by the Buyer, in accordance and by virtue of the effects of article 1456 of the Civil Code, when the Supplier:

- a. violates the following articles: 5, 6, 10, 13, 14, 15, 16, 17 and 18;
- b. becomes insolvent or is involved in a bankruptcy operation or requests admission to any possible bankruptcy procedure;
- c. is put in liquidation;
- d. carries out a change in terms of management, or facts or circumstances occur within the company that are associated with events that may damage the good name of the Supplier.

18.2 The supply contract will be considered as terminated upon receipt, by the Supplier, in his head office or administrative department, of a registered letter with advice of receipt, declaring the desire of the Buyer to make use of this specific clause.

#### Article 19

19.1. If one or more clauses of these general contract conditions are contrary to imperative norms or norms of public order, they will be considered as not applicable and will not affect the validity of the entire contract.

#### Article 20

20.1 The possible waiver, specific or tacit, of the Buyer to make use of any one of the points contained in these general purchase conditions, that is to say acquiescence to a non-fulfilment or to non-observance of an agreement by the Supplier, may not be considered in any way as a waiver to the indications provided in this agreement and will not prevent the Buyer from requesting compliance to the same or to any other agreement or to act by virtue of it or following any other non-fulfilment or violation.

#### Article 21 Controversies

21.1. All controversies deriving from or connected to the supply contract are subject to the exclusive jurisdiction of the Court of Law of Milan who will judge them according to Italian Law. For any controversy, unless agreed to the contrary, the official language for all legal documents will be Italian.

SUPPLIER FOR ACCEPTANCE

  

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