

CFS EUROPE S.p.A. – GENERAL CONDITIONS OF PURCHASE

Art. 1 Object and extensions

The present Purchase Order relates to the goods and/or services referred to therein. The list of goods and/or services reported therein is not intended to be exhaustive, while it is extended to all those details, related and accessories, although not expressly mentioned, needed for the proper functioning or to the full enjoyment of goods and/or services according to the purposes to which they are aimed. Aims and that your Company represents to know completely. The eventual acceptance of delivery or the approval by CFS Europe S.p.A. shall not constitute, in any way, an exception from Your commitment to complete and fully implement the commitments object of this Purchase Order.

Art.2 Prices

The prices reported in the present Purchase Order are intended to be fixed and not subject to any variation both in increase or decrease according to the change in the prices of the materials, labor cost and/or the fluctuation in the exchange rate of the Euro during the course of the present Purchase Order.

Art.3 Technical rules

To support the guarantees of service and the technical and construction specifications of the goods and/or services, Your Company agrees to adhere to all the rules and regulations currently in force, including, by way of example: D.Lgs. 152/2006 – “Testo Unico Ambientale” (and following amendments); D.Lgs. 46/2014 of implementation of the Directive 2010/75 on industrial emissions; D.Lgs. 334/99 (and following amendments); the D.M. 09/08/2000 – Guidelines for the implementation of the Safety Management System; the D.M. 03/16/1998; D.Lgs. 81/2008 (and following amendments) concerning the protection of health and safety at the workplace, PED regulations (Directive 97/23/CE, implemented in Italy through D.L. no. 93 dated February 25, 2000), Directives Atex 94/9CE and Atex 99/92/CE and Directive 2006/42/CE dated May 17, 2006 – “Direttiva Macchine”.

Art.4 Inspections, controls and tests

CFS Europe S.p.A. may perform, at his own cure and expenses, inspections at Your offices and/or Your workshops or at the offices and/or workshops of Your sub-suppliers, with a prior notice of at least one working day, at any time during the execution of this Purchase Order, in order to monitor the proper progress of work and/or the correct performance of the service and/or the compliance of the materials used and the proper execution of operations and/or the proper execution of the tests before the shipping of the goods CFS Europe S.p.A.

If the present Purchase Order may relate to the supply of goods, Your Company agrees to submit to CFS Europe S.p.A. their internal reports on the technical tests carried out before the delivery of the same.

Art.5 Certificates required by law and analysis certificates for raw materials

If the goods object of this Purchase Order require certificates issued in accordance with laws and/or regulations, Your Company will look after to ensure that a copy of the same will be always sent together with the goods up to their destination. The goods object of this Purchase Order shall be shipped together with a certificate issued by Your Company, concerning the controls carried out before the shipment, containing all technical data reported in the text of this Purchase Order. In case any good arrives without the above-mentioned certificate, CFS Europe S.p.A. will be entitled to refuse and ship them back to the sender at Your cost.

Art. 6 Control of raw materials

Once arrived at their destination, the goods object of this Purchase Order shall be subject to quality controls. In case they do not correspond to the characteristics indicated in the present Purchase Order, CFS Europe S.p.A. may, at its discretion, refuse them, accept them completely or accept them reserving the right to request later the immediate replacement at Your expense.

Art.7 Warranties

Your Company warrants for a period of twelve months that the goods object of this Purchase Order are exempt from materials, manufacturing and functioning defects, and that they are fully in compliance with the technical specifications indicated in this Purchase Order.

Your Company also warrants that the Orders related to the same goods will be identical and perfectly interchangeable with the goods of the same type previously supplied and that they will be supplied in perfect condition, without manufacturing defects whether evident or hidden.

During that period Your Company agrees to repair and/or substitute, at Your cure and expenses as soon as possible, all materials and/or spare parts that, for any reason due to Your Company, result not conforming to the requirements reported in this present Purchase Order or defective in any way.

It is understood that the period of the warranty for any repaired and/or substituted part shall be automatically renewed as soon as it is put back into use.

Art. 8 Acceptance criteria

The control aimed to verify that the goods or services object of this Purchase Order shall be performed by CFS Europe S.p.A. within four months from the delivery or the performance of the service or thirty days from the use. The goods that are unsuitable or the services of lower-level than the required ones may be refused and, in this case, they shall be replaced as soon as possible at Your care and expense.

Art. 9 Protection of the equipment

In the event the Purchase Order relates to goods, before shipping, all tooled surfaces shall be greased or otherwise protected from the rust, while the flange openings shall be protected by blind drives against the ingress of dust or foreign objects.

Art. 10 Transport document

In the event the Purchase Order relates to goods, Your Company agrees to indicate on the transport document of the goods, in addition to the provisions of DPR 6-10-1978 n. 627 and of the implementing D.M. 20/11/1978, the details of this Purchase Order specifying whether the material sent is as a down payment or final payment of the same Purchase Order.

Art.11 Security rules for toxic and dangerous goods

The packaging of toxic and/or dangerous goods shall have the typical customary and law required marks indicating the dangerous and/or toxicity of the content. Such marks shall be affixed clearly and indelibly. Your Company and CFS Europe S.p.A. agree that Your Company shall also comply with current safety standards concerning the transport of these goods, and provide CFS Europe S.p.A. with all necessary measures to ensure proper handling and preservation of goods.

Art.12 Delivery terms

The terms foreseen for delivery are intended to be essential for the present Purchase Order.

Art.13 Conditions of payment

The conditions of payment are normally intended at 60 days (from the date of the invoice at the end of the month by bank transfer), unless the Parties agree in writing otherwise.

Art.14 Assignment

Your Company may not assign credit or obligations assignments deriving or arising from this Purchase Order without the prior written consent of CFS Europe S.p.A.

Art.15 Force Majeure

In occasion of an event of Force Majeure that may justify any delay in the delivery date indicated in the present Purchase Order, Your Company undertakes to promptly denounce such event as soon as possible to CFS Europe S.p.A.

If the delay due to Force Majeure is prolonged longer than three months, CFS Europe S.p.A. will be entitled to cancel the affected Order without compensation whatsoever in benefit of Your Company.

The Force Majeure shall be in any case validated by a certificate issued by the local Chamber of Commerce.

In particular the following causes are not considered Force Majeure:

- delays in obtaining/purchasing of materials and equipment by Your Company;
- delays in delivery of the sub-suppliers of Your Company.

Art.16 General Conditions of Sale of Your Company

In case of contrast between the present General Conditions of Purchase and the General Conditions of Sale of Your Company, the present General Conditions of Purchase shall prevail, provided that the Parties do not reach a prior written agreement in order to solve the potential discrepancies.

Art. 17 Withdrawal and termination

If the present Purchase Order provides the performance of a “long term” service, Your Company and CFS Europe S.p.A. agree that CFS Europe S.p.A. will be entitled to withdraw from this Purchase Order, with a prior written notice to Your Company with at least fifteen days in advance through registered mail.

In the event of serious breach or serious misconduct, as well as gross negligence or substantial inability to ensure the provision by Your Company, CFS Europe S.p.A. may terminate this Purchase Order with immediate effect. In such case, CFS Europe S.p.A. may suspend payments and shall be entitled to receive compensation for the damages which will be quantified in the appropriate forum.

Art.18 D.Lgs. n. 231/2001 and Code of Ethics

Your Company declares to be aware of the contents of the Code of Ethics, which sets out the values to which CFS Europe S.p.A. is inspired, and of the Model of “Organizzazione, Gestione e Controllo” provided by D.Lgs. n. 231/2001 of CFS Europe S.p.A..

Therefore, acknowledging such two documents, Your Company agree to comply with the rules and ethical principles set out therein.

Art.19 Applicable law, jurisdiction and amicable attempt

This Purchase Order is subject to and shall be interpreted and regulated by Italian Law.

In the event of any dispute between Your Company and CFS Europe S.p.A. regarding the validity, the effectiveness, the contents, the enforcement or the execution of this Purchase Order, Your Company and CFS Europe S.p.A. undertake to meet in order to try to find an amicable solution to the dispute arisen.

If within forty-five days from the first meeting the Parties do not find an agreement concerning the resolution of the dispute, each Party may go before the competent Court.

For any dispute arising from this Purchase Order, the Court of Ravenna shall have the exclusive jurisdiction.