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ROTOLIFICIO BERGAMASCO s.r.l.



GENERAL TERMS OF PURCHASE

Rotolificio Bergamasco s.r.l. (p.i. 00637160169) is a private company with registered office in 24020 Gorle (BG) - via G. Pascoli nn. 7/9. The law applicable to contractual and contractual relations is the Italian law for what is not expressly provided for in these terms and conditions. The contract conditions are published on the website of Rotolificio Bergamasco s.r.l. - U.R.L. <http://www.errebi-srl.it> Each contractual partner of Rotolificio Bergamasco s.r.l. is required to read these general terms and conditions. By entering into negotiations with Rotolificio Bergamasco s.r.l. customers and/or suppliers agree to submit their contractual relations to these general terms and conditions, which prevail over any conditions already in use to the contractual counterparty.

1- GENERAL TERMS

1.1 These general conditions govern contracts relating to the supply of products and/or services (hereinafter simply "products") made by the suppliers in favor of Rotolificio Bergamasco s.r.l. (hereinafter also "Suppliers"), as expressly indicated in the Purchase Order confirmed by Rotolificio Bergamasco s.r.l. and have the purpose of regulating in a uniform manner the contractual relations with the said third parties.

1.2 The present General Conditions of Purchase must be understood integrally known and approved by the Supplier, also for concluding facts and for implicit approval, without prejudice to the Supplier's express disagreement to be communicated to Rotolificio Bergamasco s.r.l. in writing and before

come to any commercial negotiation. Any other agreement entered into in the name and on behalf of Rotolificio Bergamasco s.r.l. by agents, representatives and collaborators is however ineffective if not subject to written ratification of Rotolificio Bergamasco s.r.l.

1.3 The conditions of sale of the Supplier will in no case be applicable to the contracts and legal relationships with Rotolificio Bergamasco s.r.l., subject to express agreement between the parties to be made in writing with explicit manifestation of Rotolificio Bergamasco s.r.l. of its will derogate from these General Conditions of Purchase.

1.4 The sending of samples will be made with shipping costs at the expense of the sender, unless otherwise agreed.

1.5 In the event of a change by the customer of the contractual conditions as regulated in this document or as agreed between the parties, Rotolificio Bergamasco s.r.l. has the right to unilaterally withdraw from any agreement signed.

1.6 Rotolificio Bergamasco s.r.l. reserves the right under art. 1461 c.c., that is to suspend - in the event of contracts to execution extended or deferred - the execution of its own performance where the financial conditions of the counterparty have become such that the attainment of the consideration or where they raise doubts as to the solvency of the principal. In such cases, Rotolificio Bergamasco s.r.l. may proceed to the unilateral termination of the contract where - after a special request - the contractor refuses the provision of an appropriate guarantee of solvency and ability to fulfil the contract.

2 - ORDERS

2.1 The purchase contract will only be completed upon receipt by the Supplier of the relevant Purchase Order (or order confirmation) or equivalent document (in general "purchase order"), necessarily in written form. In any case requests for estimates or quotations or offers requested by Rotolificio Bergamasco s.r.l. to the Supplier may assume the value of contractual proposals and/or purchase offers nor, in general, may be a source of contractual obligations in the hands of Rotolificio Bergamasco s.r.l. The contract is concluded only when the Supplier becomes aware of the order by Rotolificio Bergamasco s.r.l.

2.2 Where the supply takes on the characteristics of periodicity or continuity, or should provide for a delay of the supply in several tranches, such forecast must be expressly indicated in the purchase order.

2.3 Any communication by the Supplier must always include the reference to the number and date of the order placed by Rotolificio Bergamasco s.r.l.

3 - SUPPLIER'S OBLIGATIONS

3.1 The Supplier is obliged to perform the service punctually and accurately, and in particular to the delivery of the product supplied within the period indicated in the order, in the quantities and qualities provided for therein, providing the technical documentation accompanying the product and ensuring for immunity from defects and defects of the same product, all with the required diligence to the qualified operator ex art. 1176 comma II cc. In detail, the Supplier undertakes to deliver the technical documentation relating to the product supplied, any conformity certifications required by law or by Rotolificio Bergamasco s.r.l., manuals and technical information of use and maintenance of the products.

3.2 The Supplier agrees to a performance of result and not of means, unless otherwise agreed between the parties. In the performance of the service, the Supplier undertakes that the product complies not only with the requests and orders of Rotolificio Bergamasco s.r.l., but also with all standards and regulations in force.

3.3 The Supplier performs the service in complete autonomy and independence, with its own means and personnel and never in relation to subordination with Rotolificio Bergamasco s.r.l.

3.4 The Supplier undertakes to fulfil regularly the commitments and obligations of a remunerative, contributory and fiscal nature towards its employees and appointees. In any case, the Supplier undertakes to hold Rotolificio Bergamasco s.r.l. harmless from any claim that may be made by third parties, based on obligations, obligations or relationships between third parties and the Supplier itself. Upon request of Rotolificio Bergamasco s.r.l., the Supplier will be required to submit DURC updated.

3.5 The Supplier undertakes to indemnify and hold Rotolificio Bergamasco s.r.l. harmless from any damage and/or injury caused by the products supplied provide to the seller or to third parties, as an integral part of the warranty for defects imposed on the seller.

3.6 If the Supplier makes use of the work of third parties for the realization of the product (c.d. "subcontracted"), the Supplier i) undertakes to give immediate

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news to Rotolificio Bergamasco s.r.l., which may unilaterally withdraw from the contract; ii) will however remain solely responsible to Rotolificio Bergamasco s.r.l. of the regular performance; iii) undertakes to indemnify Rotolificio Bergamasco s.r.l. from any loss or injury as a result of actions and/or requests from third parties, including those arising from obligations of solidarity provided for by law and generated the conduct of third party subcontractors.

4 – PRICES AND DELIVERIES

4.1 Prices are to be considered excluding VAT and are invoiced on the basis of the prices in place at the time the order was placed of purchase. Any other taxes, in addition to VAT, will be applied when imposed by law at the time of invoicing. Where the delivery of the products, their payment and billing take place at a later time than the purchase order, in any case it will be possible to apply - from part of the Supplier - a variation in rise of the price, that it must be considered not incremental regarding how much agreed in the purchase order and binding on the Supplier.

4.2 The deadline for the delivery of the product is agreed between Rotolificio Bergamasco s.r.l. and the Supplier and is indicated in the purchase order. When

this deadline is indicated as mandatory in the purchase order, the delay in delivery may result in the immediate termination of the contract.

4.3 Where the deadline is not indicated as mandatory in the purchase order, a maximum delay in the delivery of the product equal to 7 days. From the eighth day inclusive, the parties agree that a penalty of 10% of the price will be applied to the Supplier agreed for delivery, this on a scaling basis for every 7 days of delay.

4.4 If the delay in delivery exceeds 30 days, the contract shall be automatically terminated. Rotolificio Bergamasco s.r.l. will be entitled to require the Supplier to pay a penalty equal to the value of the order, reserving the right to take legal action for the greatest damage.

4.5 Unless otherwise agreed in the order confirmation, all shipping costs, returns and possible storage of the products at the Supplier, will always be at the expense of the Supplier.

4.6 END-OF-YEAR BONUS/REBATE: where in the order confirmation the parties have agreed on a REBATE bonus (or "end-of-year"), which provides the application of a discount on the price of the purchase orders made in the current year upon reaching a certain threshold of purchases, the provider will issue credit note for the amount of the accrued REBATE bonus, this within the first 15 days of the following year. This credit note will be put, as a priority, in compensation with any payments still due by Rotolificio Bergamasco s.r.l. to the Supplier. Where the amount accrued as a bonus REBATE should exceed any payments still due, the excess will be paid by the Supplier to Rotolificio Bergamasco s.r.l. within 15 days from the relative communication of Rotolificio Bergamasco s.r.l.

4.6.1 Upon reaching the threshold for the REBATE bonus (or "year-end"), the Supplier shall promptly notify Rotolificio Bergamasco s.r.l. Any forfeiture from the use of the bonus will be opposable to Rotolificio Bergamasco s.r.l. only after 15 days from the communication made by the Supplier.

5 – PAYMENT TERMS

5.1 Payments shall be made within the time limits laid down in the Order, regardless of any advance payments made in respect of the delivery date.

5.2 In the absence of different agreements provided for in the Order, the Supplier will issue an invoice on the same day of delivery of the product to Rotolificio

Bergamasco s.r.l. The invoice will be paid by Rotolificio Bergamasco s.r.l. within 10 days of the month following that identified by the course 90 days after the invoice is issued, by bank transfer. Payments will be made in Euro.

5.3 Each invoice must refer to a single Order, the number of which must be shown on the invoice: the missing invoices and/or will be rejected. Invoices must be drawn up in compliance with all the laws on the subject and in particular the rules tax and accounting and addressed to Rotolificio Bergamasco s.r.l. Any invoices not complying with these rules will be considered invalid and consequently rejected.

5.4 Possible delays in payments caused by delays in the issuance of invoices or the issuance of invoices that do not comply with all the applicable laws, or incomplete, will be to any effect attributable to the Supplier, resulting in automatic deferral of the payment term which will run from the date on which Rotolificio Bergamasco s.r.l. has received a regular and correct invoice.

5.5 The payment of invoices will not constitute implicit acceptance of the supply or the value invoiced, or waives to exercise any and all the right provided for by law or these conditions of purchase. Therefore Rotolificio Bergamasco s.r.l. will have the full right to exercise, also after payment, any right conferred by law or by these general conditions of purchase.

5.6 Where the payment is fixed after the delivery of the product, Rotolificio Bergamasco s.r.l. will have the right to suspend the payments of sums due if: i) the performance of the Contract, is incomplete, incorrect or not in conformity with the agreements; ii) on the Products or Services

defects or defects or lack of the promised qualities of any kind.

5.7 Without prejudice to the right of Rotolificio Bergamasco s.r.l. to accept advance deliveries, the advance delivery of the product will not affect the term originally agreed between the parties for payment.

5.8 The Supplier is prohibited from assigning to third parties the claim deriving from the relations with Rotolificio Bergamasco s.r.l. pursuant to art. 1260 paragraph II cc. or transfer the Contracts in the absence of specific written authorization by Rotolificio Bergamasco s.r.l.

6 – WARRANTY FOR DEFECTS

6.1 The Supplier has the obligation to deliver to Rotolificio Bergamasco s.r.l. and/or to the third party customers indicated by the same, product conforming to that contractually agreed in the Purchase Order, free from defects or malfunctions or non-conformities, suitable for the purpose for which it is intended; and made in compliance with applicable laws and regulations. Rotolificio Bergamasco s.r.l. reserves all rights to perform upon receipt of the Products, or at the end of the execution of the Services, any inspection and/or control in order to verify the absence of defects and/or defects, the full compliance of the Products and Services, as well as the completeness and regularity of the supply, both in terms of quality and

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quantity. Where, as a result of such verifications should emerge discrepancies in quantitative or qualitative terms will be the right of Rotolificio Bergamasco s.r.l. to refuse delivery total or partial of the Products.

6.2 By way of derogation from the applicable legal provisions regarding warranty for defects and defects, pursuant to art. 1490 ss. cc. or art. 2226 cc., the parties

agree that the warranty for defects and defects provided by the Supplier has a total duration of 24 (twenty-four) months, with effect from delivery of the Products, unless the Contract provides for an operational test of verification and acceptance of the Products, in which case the period of contractual guarantee will start from the date of passing this test. In any case, Rotolificio Bergamasco s.r.l. may - spontaneously or on request of the Fronitore - declare in advance, also at the outcome of the product verification test, the conformity of the product. In the absence of an express declaration, any approval by Rotolificio Bergamasco s.r.l. will not in any way relieve the Supplier of its liability for the guarantee given.

6.3 The parties agree that any defects or defects or non-conformities found by Rotolificio Bergamasco s.r.l. shall be reported for written, by registered letter or certified e-mail, to the Supplier within 15 (fifteen) days of its discovery, indicating the precise description of the defect found, and this is that it deals with manifest or hidden defect and the moment itself of the discovery. If they are third parties

customers of Rotolificio Bergamasco s.r.l. to discover the defect or defect, the deadline for the above-mentioned complaint will run from the date on which Rotolificio Bergamasco s.r.l. will receive the formal complaint of the defect or defect or lack of quality. The complaint will not be necessary if the Supplier has acknowledged the existence of the defect or concealed it.

6.4 Once the defect, defect or lack of quality has been detected, Rotolificio Bergamasco s.r.l. may ask, at its choice, the Supplier: (i) the repair of the Products, the replacement of the same or the elimination of defects related to the Services, free of charge in both cases; or (ii) the reduction of the price; or (iii) the

termination of the Contract; without prejudice to the right to compensation for damages.

6.5 If Rotolificio Bergamasco s.r.l. requires the repair, replacement of the Products, or the elimination of defects, the Supplier shall carry out the required repairs or replacements or deletions in the shortest possible time and in any case no later than 5 (five) days from request, bearing all consequential charges including any ancillary charges (transport costs, labour and materials).

6.6 In any case, where defects or defects or lack of quality arise before payment of the amounts due, the payment periods provided for by Rotolificio Bergamasco s.r.l. remain suspended for as long as necessary for the Supplier to remedy the defects, or until the parties will not have - according to good faith - agreed the lower price due for the failed product. In the case foreseen by this chapter, Rotolificio Bergamasco s.r.l. has the right to suspend the payment of any sum due to the Supplier, even if not inherent in the defective products, this in the measure of the price already paid for spoiled products.

6.7 In case of urgency or non-performance/untidiness by the Supplier in carrying out repairs, eliminations or planned replacements the guarantee, or of refusal or lack of competence to provide for it, Rotolificio Bergamasco s.r.l. can provide it on its own initiative, also through third parties, charging the related charges to the Supplier, who will be required to refund them on request, upon presentation of the relevant

supporting documents. In any case, this right does not affect the right of Rotolificio Bergamasco s.r.l. to request a reasonable reduction of or to terminate the Contract in any of the following situations: i) repair, disposal or replacement is impossible or excessively expensive; ii) the Supplier has not repaired, disposed of or replaced within the period provided for in paragraph 5 of this Article.

6.8 The parts replaced under warranty by the Supplier shall enjoy an equal warranty period, with effect from the date of replacement.

6.9 Rotolificio Bergamasco s.r.l. shall have the right to request the Supplier to carry out all repairs or replacements or cancellations under warranty directly with or for the benefit of its customer. In this case, the Supplier shall be required to do so by directly supporting all related charges.

6.10 If there is a legal dispute regarding the supply of the Products or Services for any reason, Rotolificio Bergamasco s.r.l. may suspend its payment until it has been definitively established that it is in order and that the disputes, reason why the Supplier will not be able to take action for the recovery of the related claim and will not run on the sums not paid by Rotolificio

Bergamasco s.r.l. not even legal interests and those provided for by D. Lgs. 231/2002 as subsequently amended and updated.

6.11 Rotolificio Bergamasco s.r.l. may compensate the sums claimed from the Supplier as compensation for the damage due to him for the supplies of Products.

7 – RIGHT OF WITHDRAWAL AND TERMINATION OF THE CONTRACT

7.1 Rotolificio Bergamasco s.r.l. will have the right to withdraw pursuant to art. 1373 cc. or art. 2227 cc. at any time by the Contracts concluded through one or more Orders in its sole discretion, including where the Supplier has commenced the performance of the Contracts.

7.2 The withdrawal will be exercised by written communication sent by Rotolificio Bergamasco s.r.l. by registered letter a.r. or by PEC. A following the withdrawal the Supplier will immediately suspend all activities relating to the Order. Rotolificio Bergamasco s.r.l. will be required to correspond to the Supplier, for the part of Products already manufactured and not yet delivered, the price agreed in the purchase order in proportion to the Products already manufactured on the date of withdrawal. The Supplier will be required to deliver the Products for which Rotolificio Bergamasco s.r.l. will have

paid the price in accordance with the provisions of the preceding paragraph, with express waiver by the Supplier to require Rotolificio Bergamasco s.r.l. any compensation and/ or compensation for the remainder of the supply.

7.3 Without prejudice to any and all other possibilities provided by law, Contracts and these General Conditions of Purchase, Rotolificio

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Bergamasco s.r.l. will have the right to terminate the Contracts pursuant to art. 1456 Cod. Civ. in the event of non-compliance with the following obligations provided in these General Conditions of Purchase: i) non-compliance and/ or violation of the technical specifications provided by Rotolificio Bergamasco s.r.l. and indicated in the Purchase Order; ii) the presence of defects and defects or lack of essential qualities in the products supplied, pursuant to art. 6 above; iii) failure to comply with the terms of delivery; iv) assignment of the claim and/or contract without authorization of Rotolificio Bergamasco s.r.l.; v) violation obligations of confidentiality and prohibition of competition; vi) breach of the Supplier's declarations and guarantees.

7.4 The termination of the Contracts will be communicated to the Supplier by sending a registered letter with return receipt or certified e-mail.

7.5 Individual Contracts are automatically terminated where: i) the Supplier becomes insolvent or is subject to insolvency proceedings or a restructuring of the Supplier's legal or out-of-court debts; ii) for any reason, the Supplier's financial and/or financial conditions have become such that the fulfilment of the obligation to supply the Products or Services is clearly endangered; iii) convictions by the Supplier or the directors of the company in the event that the Supplier is incorporated in a corporate form; iv) serious infringements by the Supplier to tax legislation, regulations on workplace safety, compulsory contributions and child labour.

8 – CASES OF MAJEURE FORSES AND EXCESSIVE COST INCURRED

8.1 The Supplier shall not be liable for any default and/or delay due to force majeure events exceptional and/or unforeseeable events and/or circumstances such as wars, revolutions, sabotage, epidemics, fires, explosions, earthquakes, floods, national and category strikes, impediments due to specific legislative measures or other impediments of equal severity independent of the will of the parties and of unpredictability.

8.2 Otherwise, are not considered causes of force majeure, by way of example and not exhaustive, the defaults or delays due to: i) Supplier's delays in sourcing materials and/or services; ii) delays in deliveries by Supplier's subcontractors; iii) strikes limited to locations and employees of the Supplier, including micro conflict, agitation states, as well as employee ownership of the Supplier to strikes of any nature other than national or category.

8.3 The occurrence of force majeure events must be promptly reported in writing to Rotolificio Bergamasco s.r.l. by the Supplier, within 24 (twenty-four) hours after the occurrence of the event. The Communication must provide sufficient explanations of the its foreseeable duration. Rotolificio Bergamasco s.r.l. reserves the right to request from the Supplier documentary additions attesting the cause of force majeure.

8.4 Where the cause of force majeure amounts to the impossibility of fulfilling the performance, or a foreseeable delay of not less than 10 days in delivery, Rotolificio Bergamasco s.r.l. may also unilaterally terminate the contract by written notice. The contract will remain valid for the part already fulfilled by the Supplier.

8.5 The parties agree that the application of the provisions of art. 1467 c.c. will be subject to documentary proof, by the Supplier, of the event that has resulted in an increase in the cost of the service equal to or greater than 20%. In default, the Supplier waives the right now to request termination of the contract for excessive burdens occurred and will not in any way change the price of the product, as agreed in the contract. Of the excessive burden that has occurred must be notified to Rotolificio Bergamasco s.r.l. within 5 days of the occurrence of the event that imported the greatest burden.

8.6 Even in the case referred to in the previous paragraph, Rotolificio Bergamasco s.r.l. reserves the right to change the terms of the contract equally allowing for the higher cost and thus reducing the burden of the Supplier's performance below 20%.

9 – INSURANCE AND INDEMNITY

9.1. The Supplier undertakes to: i) take out and maintain insurance cover for the liability of the Product and for the coverage of the resulting damages from defects and defects of Products and Services, with adequate ceiling; ii) indemnify and hold harmless Rotolificio Bergamasco s.r.l. against measures or decisions of any kind, even if of a provisional, protective or otherwise not definitive nature, issued as a result of defects or defects in the Products; iii) not oppose the ouster of Rotolificio Bergamasco s.r.l. from any judicial proceedings resulting or occasioned by the defects or defects of the Products in which Rotolificio Bergamasco s.r.l. has been agreed.

9.2 It will be the faculty of Rotolificio Bergamasco s.r.l. at any time to ask to verify the existence of the insurance coverage provided for the and may require adjustments to the ceiling or policy conditions.

9.3 The Supplier hereby declares and warrants the following: i) to possess the professional skills, diligence, experience and capacity necessary to perform the Services or produce the Products in compliance with the quality and technical standards required by Rotolificio Bergamasco s.r.l.,

the existing legal provisions and any other applicable rules; ii) to comply with current legislation on hygiene and safety at work and the protection of child labour, and declares that it applies to its employees the collective labour agreement of the sector of membership, to implement all legal obligations relating to their employees and to be in compliance with payments contributions and social security; iii) not to have assumed obligations of any kind with third parties that are or may be hindering the performance of Contracts having the Products, the Services or the fulfilment of the obligations referred to in these General Conditions of Purchase; iv) that the execution of the Contracts does not

will result in a substantial breach of third party obligations or breach of judicial or administrative measures; v) that the Products and Services supplied, their components or accessories, shall not infringe the industrial or intellectual property rights of third parties by Supplier the burden of keeping Rotolificio Bergamasco s.r.l. free from any claims of third parties against it.

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10 – COMPETITION

10.1 The Supplier undertakes not to manufacture products or perform services constituting imitation of the Products or Services for which Rotolificio Bergamasco s.r.l. has provided the projects, information and technical documentation and, in particular, not to produce itself, directly or indirectly, also through third parties, and not to market products, services or works that are in any way capable of infringing the industrial or intellectual property rights of Rotolificio Bergamasco s.r.l.

11. PRIVACY

11.1 All sensitive data acquired (pursuant to D. LGS. 196/2003, EU Regulation 679/2016 and subsequent amendments) by Rotolificio Bergamasco s.r.l. as owner of the same, will be used exclusively - also by electronic means - for the execution of all obligations arising from the commercial relationship between Rotolificio Bergamasco s.r.l. and its customers and/or suppliers.

11.2 All customers and/or suppliers of Rotolificio Bergamasco s.r.l. have the right (pursuant to art. 7 of Legislative Decree 196/2003) to request the correction, modification, integration and deletion of all the data recorded related to them present in the database of Rotolificio Bergamasco s.r.l., simply by sending a written request by fax to 035.4237302 or by e-mail to: contattaci@errebi-srl.it

12. NOTES

12.1 Any variation to these General Conditions of Purchase will be valid only if agreed in writing between Rotolificio Bergamasco s.r.l. and its suppliers.

12.2 The case of modification/cancellation of any of the clauses contained in these General Conditions of Purchase, will not result in consequences on the remaining ones.

12.3 Non-application by Rotolificio Bergamasco s.r.l. or its suppliers of the rights deriving from the clauses of these Conditions of General Purchase will not constitute a waiver of the same.

13. APPLICABLE LAW AND JURISDICTION

13.1 Any dispute relating to contracts concluded by and/or with Rotolificio Bergamasco s.r.l. will be passed on to the Judicial Authority Italian - Court of Bergamo, which will decide in application of Italian substantive and procedural law. This reservation of jurisdiction and jurisdiction also applies in the case of third party involvement.

13.2 Any exceptions of jurisdiction, jurisdiction or applicable law must be expressly accepted by Rotolificio Bergamasco s.r.l. The customer or supplier who, by entering into a commercial agreement with Rotolificio Bergamasco s.r.l. accepts this without reservation clause, is aware that the same prevails over any other conflicting provisions and contained in its general terms and conditions.

ROTOLIFICIO BERGAMASCO S.R.L.
The Commercial Department

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