

## GENERAL PURCHASE CONDITIONS

### Art. 1. SCOPE OF APPLICATION

These general conditions of purchase (the "Conditions") form an integral part of all contracts (the "Agreements") concerning the supply (a) of products whose manufacture or processing is commissioned by OPERAMED SRL (the "Customer") to any supplier company (the "Supplier") and/or (b) of other products, processes, or services indicated in the Purchase Orders (the "Orders") issued by the Customer to the Supplier. The acceptance by the Supplier of each Customer's Order will be understood as made under these Conditions, unless otherwise agreed in writing between the parties; however, it is understood that, in the event of discrepancies between these Conditions and any clauses included in the Order or in the Contract, the latter will prevail. In any case, any general conditions of the Supplier will not be applied, not even partially, if they have not been expressly approved in writing by the Customer.

### Art. 2. DURATION, CHANGES

These Conditions will remain in force from the date of their signing for an indefinite period. Any changes to the Conditions by the Customer must be communicated in writing to the Supplier with a notice period of at least 60 (sixty) days, without prejudice to the Supplier's right to communicate in writing to the Customer, within the same term as above, that will start from the date of receipt of the communication, the unwillingness to continue the relationship under the new conditions. In the absence of written communication to that effect from the Supplier, the changes will be considered accepted. The changes will not be applicable to Contracts and Orders in progress.

### Art. 3. WITHDRAWAL

Unless otherwise agreed between the parties, the Customer may withdraw from these Conditions by giving written notice to the Supplier by registered mail, fax or registered electronic mail (PEC) with at least 60 (sixty) days' notice. The Supplier may also withdraw from these Conditions, by giving written notice to the Customer by registered letter with return receipt, fax or registered electronic mail (PEC) within the same term as above. In the event of withdrawal, the Parties shall properly execute the Orders and the Contracts in progress and/or signed before the date of the withdrawal to these Conditions or to those different conditions agreed between the Parties.

### Art. 4. ACCEPTANCE OF ORDERS BY THE SUPPLIER

Unless otherwise requested by the Customer in writing, the Customer's Order will be considered accepted by the Supplier unless expressly rejected in writing by the Supplier within seven days of receipt of the same.

### Art. 5. DOCUMENTATION

The material and/or services described in the Order must be supplied complete with all the technical documentation for the operation, maintenance or fulfilment of legal obligations, as well as with the required certificates, including but not limited to, the identification tag in accordance with the provisions of the Order or the law, the declaration of conformity to the specifications, the test sheets if requested in the contract, the use-maintenance manuals, the spare parts catalogue to be supplied in the number of copies requested in Italian and in the language indicated in the Order, the wiring diagrams of the control panels with list of component parts and functional diagrams, CE certificates, declaration of correct installation where applicable, declaration of conformity under Ministerial Decree 37/08. If the documentation sent to the Customer is incomplete and/or not compliant with the aforementioned instructions, the payment of the related invoices will be made only after receipt of the requested documentation. The affixing of the Supplier's trademarks or other distinctive signs on the material covered by the Order or Contract, as well as the dimensions of these distinctive signs, must be agreed between the Parties. The Customer will be free to affix his/her own trademarks or other distinctive signs on the material covered by the Order or the Contract.

### Art. 6. EXECUTION OF THE SUPPLY

The supply must be executed in compliance with the provisions of the Order or in the Contract and in these Conditions, as well as with the drawings, technical and/or contractual specifications and any other documentation that forms an integral part thereof. Any exceptions to the provisions must be in writing. If the supply does not comply with the Order or the Contract, the Customer will be entitled to compensation for damages, without prejudice to any other right. In any case, the Customer is expressly authorized to suspend any payment and to deduct any sums owed by the Supplier by way of compensation for damages pursuant to this Article from the amounts already invoiced or to be invoiced by the Supplier. All the constructive modifications that the Supplier intends to make to the contractual products in order to improve their technical or qualitative characteristics, must be previously agreed and authorized by the Customer.

### Art. 7. TRANSMISSION OF ORDERS

The Customer may send his Orders by means of telematic systems suitable for this purpose.

### Art. 8. PACKAGING OF MATERIALS

The Supplier must provide adequate packaging and protection for the material to be supplied, as expressly indicated in the Order or in the Contract, in order to ensure orderly control of the aforementioned supply and avoid damage to it during transport and the subsequent acceptance stage at the Customer's plants or at the various destination locations. It is the Supplier's obligation to photograph all the products contained in the packages before closing them and to keep the relative photographic record available to the Customer. In the event that discrepancies emerge between what is reported in the packing list and what is found following the opening of the packages, the photographs taken will be used to verify that the products have actually been shipped according to the quantities indicated in the packing list. Unless exempted by the Customer, the material to be supplied must comply with the ISPM-15 FAO regulation (where this is required by the regulations in force in the country of the place of destination of the supply) and/or with the various specifications indicated in the Order.

### Art. 9. TERMS OF DELIVERY AND RETURN

In the absence of an express different written indication in the Order, the delivery must be effected at the Customer's premises, or at the different place of destination indicated by the latter in the Order or in the Contract. All transport costs, insurance and any other expense or risk relating to the loss or damage of the products covered by the Order will be borne by the Supplier up to the moment of delivery of the products. The delivery terms agreed and

indicated in the Customer's Order, which have been expressly or tacitly accepted by the Supplier, are understood to be essential terms (time is of the essence). However, the Customer has the right to extend these delivery terms, one or more times, on condition that the Customer promptly notifies the Supplier in writing and that the material to be supplied has not already been delivered to the carrier for transportation. The Supplier will comply at all times with any requests for changes to the delivery terms and/or technical specifications relating to the Order formulated in writing by the Customer as long as they are communicated by the Customer to the Supplier in due course. Such modifications will not lead to any variation of the prices and of the other conditions and terms of the supply, except in the case in which a) the modifications are substantial and b) the Supplier requests in writing the renegotiation of the conditions and terms of the supply within 7 (seven) days from receipt of the relative request for modification sent by the Customer. The Supplier acknowledges that the Order or the Contract may provide for penalties for cases of delayed delivery, non-conformity of the supply, etc., except in cases of force majeure (Article 16) duly documented.

Furthermore, in consideration of the obligation assumed by the Supplier to comply with the delivery terms established by the Order or by the Contract and the production needs of the Customer, in the event of a delay in total or partial delivery of the supply, where this delay is longer than maximum of 15 (fifteen) consecutive days and with the exception of cases of force majeure duly communicated, the Customer will have the right to terminate the Order or the Contract pursuant to art. 1456 of the Civil Code, without prejudice, even in this case, to any other right, including compensation for any greater damages.

#### **Art. 10. SHIPPING**

Shipments must be made with the most suitable means as indicated in the Order or in the Contract and in the site sheet. Any expenses relating to shipments which may be charged to the Customer must in any case be agreed in advance with the Customer and charged separately on the expense documentation. If the name of the carrier and/or shipper is established in the Order and the Supplier does not comply with this indication, any higher costs that may be incurred by the Customer as a result of this non-compliance will be charged to it. The Supplier is obliged to compile a list indicating, for each package, the nature, gross weight, net weight, dimensions and content. Each package will be prominently marked or labelled as follows:

Business name

Purchase order Nr.

Order Nr.

#### **Art. 11 SAFETY AND SUPPLY IDENTIFICATION**

Unless otherwise indicated in the relevant Order, the supplies must comply with the essential health and safety regulations and requirements of Directive 98/37/EC (and subsequent amendments and additions), as well as with any subsequent EU or Italian legislation applicable according to the version in force on the date of signing the supply contract or the Order. In particular, the supplies must be accompanied by the CE declaration of the manufacturer and by any reference/relevant document for the purposes of the aforementioned legislation, as well as be provided with all markings and the instructions for use required by the same legislation, as well as the diagrams necessary for commissioning, maintenance, inspection, checking that it is functioning properly and, if necessary, repairing the delivery. The supply must also be accompanied by the list of provisions with which the product complies and, where applicable, by the number of the EC marking certificate and by the name and address of the certifying body which issued the aforementioned certificate, by the reference to the harmonized standards, as well as the applied national standards and technical specifications. At least the following information must also accompany the supplies on an irremovable support: name of the manufacturer, CE mark (unless otherwise specified in the Order or in the Contract), designation of the series or type, as well as the serial number. All the documentation provided by the Supplier with the products to be supplied and the indications given on them (including any identification of the commands and software interfaces) must be in Italian and, where required in the Order or in the Contract, in English or in the of the country of destination of the supply.

#### **Art. 12 BILLING-PAYMENT DOCUMENTS**

The Supplier acknowledges that:

a) invoices may be issued by the Supplier only after the delivery of the material and/or the conclusion of the Contract according to the methods indicated therein;

b) the invoices must be issued by the Supplier with a date no earlier than the date of delivery of the related products to the Customer;

c) the invoices must always bear the reference to the Order or Contract number, to the reference order (TK.....) and, as regards the supply of goods and products, to the transport document, to the Customer's codes at quantities/units of measurement/prices/currency and must be issued at any agreed frequency

d) Invoices must be issued for each individual project (TK), otherwise they will be rejected.

e) The invoicing of the material delivered by the supplier after the 25th of the month, unless expressly requested by the customer for that date, will take place with effect from the following month, or the payment will be extended by 30 days.

f) in the event of any discrepancies between the Orders or Contracts and the invoice data, the Supplier shall correct the invoices in accordance with the Orders or Contracts, issuing rectification documents. Any credit and/or debit notes must refer to the relative original invoice, reporting the number and date as well as the number of the transport document and the Order, the codes of the Customer subject to the anomaly with the specified unit of measure, the price and the currency. The invoices must be subject to the tax treatment in force at the time the operation is carried out, or, in any case, to the particular treatment possibly requested, under the responsibility of the Customer, in the text of each Order or Contract. In the case of materials destined for third parties, a copy of the Transport Document signed by the carrier must be sent to the Customer as a delivery certificate. Payments will be made in compliance with the financial flow traceability obligations pursuant to art. 3 of law 136 of 08.13.2010

#### **Art. 13. PAYMENT METHODS**

The payment of the invoices issued by the Supplier will be made by bank transfer at the deadlines indicated in the Order or in the Contract. The Supplier undertakes to communicate to the Customer a single direct debit payment (or bank account), valid for the entire duration of the relationship, and to

clearly indicate the IBAN/BIC-SWIFT code relating to the current account, on which the payment must be made. In the event of a change, the Supplier undertakes to communicate the details to the Customer at least 60 (sixty) days before the payment deadline. In the event of the application of penalties, the Customer will issue a specific invoice/debit note (excluding VAT pursuant to article 15 of Presidential Decree 633/72 and subsequent amendments) to be paid by the Supplier with payment 60 days from the date of issue of the same invoice / debit note.

#### **Art. 14 INSPECTION OF THE GOODS**

The verification of the conditions and compliance with the specifications of the goods object of the supply can be done by the Customer, even on a sample basis. Said assessment will take place according to the Customer's normal procedures and will take place, at the Customer's choice, at the latter's plant or at another place of destination, if different, indicated by the Customer, or at the place of final destination indicated in the Order or in the Contract. In the case of delivery free at destination, the recognized quantity and weight are those detected upon arrival at the Customer's premises, or at the agreed destination, or at the final destination chosen by the Customer. Without prejudice to any other mandatory legal provision, the Customer may claim the non-compliance or defects of the goods within 60 (sixty) days of the actual discovery by the Customer and this in derogation of art. 1495, first paragraph, of the Italian Civil Code. Reports of non-compliance will be considered definitively accepted by the Supplier if they are not contested by them within 7 (seven) days following receipt of the relative written communication sent to him by the Customer. Non-compliant and non-repairable parts and goods, at the sole discretion of the Customer, will be returned to the Supplier at the Supplier's expense. In the event of refusal of the goods, all selection, packing, custody, loading and shipping costs are understood to be borne by the Supplier, as well as all costs related to the re-installation of the parts to be replaced; the Supplier is also obliged to indicate the address and method for the return. In any case, it is understood that, unless otherwise agreed between the Parties, the Customer will be free not to carry out any checks on the goods upon delivery/receipt at their destination, without this in any way excluding or limiting their rights against the Supplier for any defects, lack of conformity or deficiencies in the supply, without prejudice to the obligation to report the discovery within the term of 60 days as indicated above.

#### **Art. 15. WARRANTIES**

The Supplier warrants that the supply corresponds to the agreed characteristics and specifications, that the materials used are free from flaws or defects, even hidden ones, and that the work has been carried out in a workmanlike manner and in accordance with the most modern technologies.

The Supplier warrants that it has complied with the regulations in force applicable both in Italy and in the country in which the supply will be installed, as previously communicated to it. The Supplier warrants (subject to any different indications of the Order) that the supply has been designed and built according to the most modern criteria of safety and occupational hygiene, the standards of good practice and the specific requests, in order to avoid any foreseeable risk through:

- a) Application of all the devices foreseen both by law and by good practice and specifically foreseen;
- b) Reliable, rational and efficient protections and safety devices and in any case with criteria that make tampering or deactivation impossible; these protections and safety are remitted, also for the specific qualities and knowledge of the Supplier, at his choice and responsibility, unless otherwise agreed.

A warranty period of 24 (twenty-four) months will start from the date of installation/assembly, or from the date of testing at the end user's premises, or from a different date expressly agreed between the Parties in the Contract or in the Order; the warranty period cannot in any case exceed 36 (thirty-six) months calculated from the date of delivery of the supply to the Customer or to the end user, if different. During the warranty period, at the Customer's request, the Supplier will repair or replace at its own expense all parts of those products, machinery and their components, even if supplied by third parties, which prove to be unsuitable or defective, with the exception of normal wear and tear. The return of the parts to be replaced will be ex works of the Customer or of the end user, if different, including foreign customers; the shipping costs, even abroad, of the parts to be replaced and the disassembly and assembly services for the repair and replacement will be borne by the Supplier. The Supplier will replace or repair the defective parts within the shortest possible time, to be established from time to time, and will have the right to ask the Customer to return the replaced parts, subject to compensation for greater damage suffered by the Customer. It is understood that, in the event of ascertained defects in the products supplied by the Supplier and/or in the event of lack of quality of the same, the Customer may refuse or suspend payment until the defects have been eliminated, or the defective or non-compliant products have been replaced where possible in good time. The foregoing does not affect the Customer's right to compensation for damages suffered and the termination of the Contract or the cancellation of the Order relating to defective or non-compliant products for which he has not requested repair or replacement; furthermore, any other right due to the Customer by virtue of the law in the face of defects or lack of quality of the products is reserved, including the right to terminate any contract and/or cancel any order with the Supplier concerning products similar to those defective or non-compliant where the defectiveness or lack of conformity is such as not to allow the continuation of the relationship on the basis of mutual trust. For all parts that have been replaced or repaired, the same warranty period of 24 (twenty-four) months will start from the date of completion of the repair or replacement of the defective parts.

#### **Art. 16. FORCE MAJEURE EVENTS**

The obligations of the Parties deriving from each Supply Contract or Order regulated by these Conditions will be considered suspended in the event of the occurrence of force majeure events. To this end, events of force majeure are considered those unforeseeable events beyond the will of the Parties that prevent the fulfillment of the obligations of one or both Parties, such as, for example, but not exclusively: earthquake, lightning, flood, national class strike, lockout, government order, war, riot, embargo, etc. The party that intends to make use of the suspension must make its intention known to the other, in writing, within 15 (fifteen) days from the start of the event and subsequently communicate its termination within 15 (fifteen) days. The party prevented from fulfilling its obligations will lend its maximum collaboration to the other to reduce the harmful consequences for the latter. Finally, should the event of force majeure last for a period of time exceeding 30 (thirty) days, the Customer reserves the right to terminate the contract without anything being due, with the obligation, furthermore, on the part of the Supplier to refund any amount already collected.

#### **Art. 17. CONFIDENTIALITY OBLIGATION**

The Supplier is required to keep strictly confidential all information of a technical nature (such as, but not exclusively, drawings, prospectuses, documentation, formulas and correspondence) received from the Customer in execution of the supply. None of this information may be disclosed to third parties without the Customer's prior written consent. If the Supplier is requested by third parties not authorized by the Customer to carry out supplies according to the Customer's technical specifications, the Supplier will not proceed with the supply, giving immediate and complete information to the Customer in order to verify the legitimacy of the third party's order.

**Art. 18. COMPLETE AGREEMENT - PARTIAL INVALIDITY**

The Contract and/or Order, these Conditions and the clauses contained in the attachments to the Contract, Order and/or Conditions represent the complete and entire agreement between the Parties and supersede any previous agreement regarding the object of the supply. If one or more provisions of these Conditions or of the individual Contracts or Orders concluded on the basis of the same prove to be invalid, the Conditions and/or the aforementioned Contracts and/or Orders will in any case remain valid as a whole and the Parties will replace any invalid provision in good faith or ineffective with agreements having a content as analogous or equivalent as possible.

**Art. 19. ASSIGNMENT OF RECEIVABLES**

Assignments of receivables, special mandates for collection or other forms of delegation of payment are not permitted without prior and explicit written authorization from the Customer. Since the Order and/or the Contract are part of the credit documents referred to in Art. 1262 of the civil code, this clause is presumed to be aware of the transferee at the time of the transfer. Therefore, it is also enforceable against the latter pursuant to the second paragraph of the Art. 1260 of the Civil Code.

**Art. 20. USE OF PATENTS**

The Supplier, by signing these Conditions, specifically agrees to indemnify the Customer and the latter's customers from any compensation and liability for any damages, including legal fees, connected to infringements of patents, or similar third parties' rights, by the Supplier in the manufacture or processing of materials, and/or equipment and/or products supplied to the Customer.

**Art. 21. PROHIBITION OF SUBCONTRACTING**

It is absolutely forbidden for the Supplier, under penalty of termination of the Contract and/or cancellation of the Order and reimbursement of any damage and expense, to entrust the total or partial execution of the supply to third parties without prior and explicit written authorization from the Client. If the sub-supply is authorized by the Customer, the Supplier will in any case remain directly responsible towards the Customer for the exact execution of the supply jointly with the sub-supplier also in relation to any damages. In any case it is understood that the Customer will have the right to suspend the execution of the supply by the Supplier if the Supplier has not previously submitted to the Customer, for approval by the latter, the manufacturing or processing means to be used by part of the sub-supplier with regard to the supply itself.

**Art. 22. EXECUTION OF ASSEMBLY AND INSTALLATION WORKS**

The Supplier undertakes to carry out the works independently and in a workmanlike manner and assumes the obligation to provide the personnel in charge of carrying out the works with an identification card and to make the latter observe all the accident prevention and safety regulations in force, or in any case imposed by the nature of the works or by the work places and the other provisions in force on the subject (in particular, the provisions of Legislative Decree 81 of 9 April 2008) as well as all the specific departmental/factory provisions adopted in the working environment and to equip such personnel with the necessary protective devices. The Supplier undertakes to become aware, before starting the individual works, of the specific risks existing in the working environment and hereby agrees to indemnify the Customer for any accident at work that the personnel in charge may suffer, as well as for damages caused by said personnel should derive from third parties. The Supplier also undertakes to provide the information and to prepare the documents required by law for risk assessment and management. In the event that the Supplier uses the Customer's or third parties' equipment and systems, the Customer is hereby exempted from any liability for any accident that may occur following the use of such equipment and systems. The Supplier assumes the obligation to constantly monitor the progress of the works and undertakes to inform the Customer in writing of the name of his/her Works Supervisor/Site Supervisor. The Supplier must quantify the safety costs in writing.

**Art. 23. APPLICABLE LAW AND JURISDICTION**

Italian law applies to this contract, with the exclusion of the Vienna Convention of 11 April 1980 on contracts for the international sale of goods.

For any dispute concerning the application of these Conditions, the Court of Padua (Italy) will have the exclusive jurisdiction. As a partial deviation from the foregoing, the Customer may sue the Supplier, at the Customer's discretion, before the Court of the place where the Supplier has its registered office (or other offices or warehouses) including, but not limited to, for claims aiming to recover its goods or for damages compensation. However, it is understood that, if the Supplier has its registered office in Italy, the parties before taking legal action will submit any dispute relating to the application of these Conditions to an attempt at conciliation at the Chamber of Commerce, Industry, Crafts and Agriculture of the place where the Supplier is based, but only if this attempt at conciliation is prescribed by mandatory law.

DATE .....

THE SUPPLIER .....

The Supplier, after reading the General Conditions of Purchase, expressly approves pursuant to art. 1341 of the Italian Civil Code, the following clauses:

art. 2 - Modification of the Conditions: terms of notice

art. 3 - Withdrawal: terms of notice

art. 4 - Acceptance of orders by the Supplier: term of seven days from receipt.

art. 6 - Execution of the Supply: suspension of payments by the Customer in the event of non-compliance of the supply with the Order or Contract; compensation of sums owed by the Customer to the Supplier with sums owed by the Supplier to the Customer by way of compensation for damages

art. 9 - Delivery terms: penalties – Customer's right to terminate the Contract or Order pursuant to art. 1456 of the civil code in case of longer delays to 15 consecutive days

art. 14 – Control of the goods: report non-compliance or defects of the goods to the Supplier within 60 days of discovery, notwithstanding art. 1495, first paragraph, of the Italian Civil Code; dispute complaints of non-compliance or defects by the Supplier within 7 days of receipt

Art. 15 – Guarantee of supply

Art. 16 – Cause of Force Majeure: Customer's right to terminate the Contract/Order in the event of a duration exceeding 30 days

Art. 20 - Use of Patents: indemnification of the Supplier against the Customer and customers of the latter for infringements of patents and similar rights of third parties by the Supplier

art. 21 – Prohibition of Subcontracting: termination of the Contract/Order

Art. 22 - Execution of Assembly and Installation Works: responsibility of the Supplier and appointment of its Works Supervisor/Site Supervisor

art. 23 – Applicable law and jurisdiction

DATE .....

THE SUPPLIER .....