



TERMS AND CONDITIONS OF PURCHASE OF JAES S.R.L.

The following Terms and Conditions of Purchase, read and approved by the Parties of the Agreement, are an integral part of the Order.

The Agreement signed by the Parties, i.e. JAES S.r.l. as the purchaser and the supplier indicated in the Order, is integrated by these Terms and Conditions, which the Parties agree as follows:

1) RECITALS

This document contains the list of the Terms and Conditions regulating all the Purchase Orders issued by JAES S.r.l. as the Purchaser, towards the Supplier and concerning the Products, Material and/or Services, and shall be binding on the Parties (as applicable with regard to the scope of the relevant Supply (only Product(s), or Material(s), or Services or Products, Material and Services together) and the specific kind of Product, Material and/or Service offered.

JAES S.r.l. purchase Orders shall be regulated by the following Terms and Conditions unless otherwise specifically set forth by particular terms and conditions written on the Order, which shall in any event prevail should their provisions be contrary to the provisions of these Terms and Conditions.

Any derogations or additions to these Terms and Conditions shall be valid only provided that they are accepted in writing by JAES S.r.l.

These Terms and Conditions are an integral part of the purchase agreement and are deemed fully accepted by the Supplier.

2) DEFINITIONS

The following terms shall have, in the agreement, the meaning indicated below:

- “Terms and Conditions of Purchase or Terms and Conditions”: means these Terms and Conditions;
- “Agreement”: means the Order together with the Terms and Conditions of Purchase and any and all documents listed therein and herein, which are an integral part thereto and hereto, including the Order Amendments (if any);
- “Order”: means any rights and obligations between the Purchaser and the Supplier concerning the supply of the Products, Materials and Services;
- “Order Amendment”: means any written amendment to the Order, issued by the Purchaser and accepted by the Supplier using the same procedure of the Order and aimed at making certain additions, deletions or amendments to the relevant content;
- “Purchaser”: means JAES S.r.l., which issues the order to the Supplier for the supply of the Products, Materials and Services as described below;
- “Supplier”: means the Company receiving the Order of the Purchaser concerning the supply of the Products, Materials and Services as described in the Agreement;
- “Operative Headquarter”: means the Purchaser’s operative hearquarter in Quinto di Treviso, Via dell’Industria 32;



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- “Materials, Products and Services / Supply”: any Materials (in general, Materials), Products (semifinished and/or finished products), Services (Services and accessories performances) requested to the Supplier and described in the Agreement, which shall be provided by the Supplier pursuant to the Order;
- “End Client”: means the Purchaser client(s);
- “Hidden Defects”: means those defects which the Purchaser was neither aware of when the Materials and/or Products were delivered nor would be able to detect with due diligence.

3) SCOPE OF THE AGREEMENT

The scope of this Agreement is the supply described in the specifically approved Order, of which it forms an integral part.

Please note that the acceptance of the Order is valid and enforceable against the Purchaser only provided that these Terms and Conditions are accepted.

The acceptance shall be sent within 24 hours of the issuance of the Order.

The Order shall be deemed accepted upon Supplier’s sending to JAES S.r.l. the relevant order confirmation, duly signed in each and any part thereof.

Unless otherwise agreed by the Parties, the acceptance of the Order shall imply the Supplier’s waiving its own terms and conditions of sale, even if attached to its offer or to the Order acceptance.

4) TRANSPORT

Unless otherwise specified in the Order form and specifically approved by the Purchaser, the Supplier shall ensure the transport, assembly or disassembly of any materials subject matter of the Agreement. Any and all costs related to the supply shall be indicated during the offering phase. Otherwise, JAES S.r.l. shall not pay any additional costs.

5) DELIVERY TERMS, ORDER CANCELLATION, AND LIQUIDATED DAMAGES

The delivery terms set forth in the Order are essential, mandatory and binding on the Supplier as per section 1457 of the Italian Civil Code.

The delivery and performance times are of the essence. The delivery of the Materials/Products as well as any Services performance shall be made at the Purchaser’s Operative Headquarter mentioned in the Order or in the different location expressly indicated in the Order. The performance of the Supply shall be evidenced by the receipt date written on the transportation document. Any partial deliveries and/or performances must be previously agreed upon.

Should the Purchaser not use the above mentioned essential term, it shall be entitled to cancel the Order in case of delay(s) of more than 30 (thirty) days, by mere written communication pursuant to section 1456 of the Italian Civil Code, without prejudice of the right to be indemnified for any suffered damages. In such a case, no compensation shall be due to Supplier other than the payments due for any Materials, Products and/or Services accepted and withheld or used by the Purchaser.

The order will be terminated for reasons of force majeure according to the provisions of art. 1467 of the civil code.



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6) LIQUIDATED DAMAGES

Should any of the terms set not for the delivery of Materials or Products or the performance of the Services not be met, in whole or in part, for any reasons whatsoever (except in case of proven force majeure events, which shall be timely communicated by Supplier in writing), the Supplier shall pay to the Client, and the Client shall be entitled to claim or to withhold such sums from any amounts which are or will be due to the Supplier, an amount equal to zero point fourteen percent (0.14%) of the price of any undelivered Products or of the fees for any non-performed services for each day of delay from the delivery date set forth in the Order, unless otherwise expressly agreed by the Parties.

Should the delay in delivery be so severe to cause delays and/or other disruption including, but not limited to, cancellation of orders by JAES clients or penalties/liquidated damages to be paid by JAES to its clients, etc, JAES shall be entitled to charge to the Supplier any costs, damages, expenses, penalties/liquidated damages as well as the loss of profit caused by such delay in delivery.

The Parties hereby acknowledge that any goods timely delivered by the Supplier but which JAES ascertains that are not conforming, shall be considered as late deliveries until the Supplier makes available to JAES goods conforming to the Order, and, in that case, the provisions of this section shall apply.

7) PRICES

Unless otherwise indicated, all the prices indicated in the Order shall be deemed fixed and invariable.

8) GOODS ACCEPTANCE

The mere delivery of the ordered goods does not imply the acceptance of the Supply.

In case of defects and/or difformities of the Materials or Products compared to the quality standard and to the technical designs and specifications provided by the Purchaser, the Supplier shall promptly intervene, following to a mere request by Purchaser, to remove any defects and ensure that any Materials or Products met any technical specifications of the Purchaser.

Should the Materials or the Products not meet, in any respect, the quality standards indicated in the Order and/or should the Supplier omit to promptly intervene to remove any defects and/or such difformities, such conducts shall be considered as a material breach, therefore leading to termination of the Agreement and to indemnification for any and all damages.

9) GUARANTEE

The Supplier warrants that its Supply complies with the provisions of the Order, is fit for the specific use required thereof and is free of defects. Such guarantee, unless otherwise provided by the Agreement, shall remain in force for two years after the date of delivery of the Supply.

Should any defects and/or malfunctioning be found during the guarantee period, the Supplier shall be bound to repair or replace them (at the Purchaser's discretion) within 10 (ten) days of the relevant communication.



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Should such term expire without such issues' being resolved, the Purchaser shall be entitled to intervene, directly or by any third parties, and shall charge the relevant costs to the Supplier, or, at its discretion, to terminate, in full or in part, the Agreement and have it performed by adequate means and ways, without prejudice of the right of the Purchaser to indemnification of any suffered damages. A guarantee having the same duration and subject to the same terms and conditions of concerning the original goods shall be granted for any goods repaired or delivered as replacements.

The Parties hereby agree that the Purchaser shall inform in writing the Supplier of any defects within 90 days of its receiving the Materials or Products, or, in case of defects which cannot be immediately found by the Purchaser (Hidden Defects), within 30 days of the relevant discovery.

10) RISKS AND TRANSFER OF TITLE

The Supplier shall bear all the risks concerning transportation and shipment of the goods, unless otherwise expressly indicated by the Parties.

Any risks of wasting/damages of the goods as well as the title thereof shall pass to the Purchaser only upon delivery of the goods to the Purchaser or to the end client indicated in the Order.

11) CONFIDENTIALITY OBLIGATION

The Supplier undertakes to not communicate to any third parties, before, during or after the performance of the Supply, any technical and/or commercial news and/or data concerning the Order. Such confidentiality obligation shall bound also any of the Supplier's employees for a three-year period after the delivery date.

12) INTELLECTUAL PROPERTY

The designs, specifications and technical documents (if any) made available to the Purchaser shall remain the sole property of the Purchaser and shall be used only to perform the Order.

13) TECHNICAL DOCUMENTATION

Within 2 (two) days before the shipment organized, the Supplier shall delivery to the Purchaser's Technical Department any technical documents required by the nature of the Products or Services indicated in the Order.

The Purchaser Technical Department shall ascertain such documentation before authorizing the shipment.

The mere authorization of the shipment, based on the technical documents sent by the Supplier, shall not imply the acceptance of the Supply. The technical documents required by the nature of the Products or Services specified in the Order shall nonetheless be provided together with any materials o terms required by the Order, otherwise the Purchaser shall be authorized to suspend any payments.

Should any additions or amendments be needed, the Supplier shall promptly send any relevant technical documents amended according to the requests made by the Purchaser.

Supplier shall deliver such technical documents in a number of copies and in the language required by the Order.



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14) SHIPMENT

Within 2 (two) days before the date set for the shipment, the Supplier shall send to the Purchaser Administrative Department, via e-mail, a detailed Packing List specifying the JAES Order number to which such shipment is relevant.

The Supplier shall furthermore indicate in detail the JAES item code, the position number indicated in the Order, the quantity of goods, the kind of package, the number-weight-dimensions of any packages, specifying, for any material, whether the delivered quantity is an advance performance or a final performance.

The shipments shall be made according to the following indications:

- Any lots of material shall be accompanied by a transportation document; with regard to the items to be delivered by courier, a copy of the transportation document shall be included in the relevant packages;
- Each transportation document shall be relevant to only one Order and shall indicate the number, date, reference to the Order, as well as the JAES item code, the position number indicated in the Order, the quantity, weight and dimension of each goods, the kind of packages, the number of packages and the total gross weight, specifying, for each material, whether the delivered quantity is an advance performance or a final performance.
- Should the weight of the goods exceeds 30 kg, the shipment shall be made only once JAES has accepted it in writing.

15) INVOICING

The invoices shall be issued in compliance with the applicable tax laws in force and shall be sent via e-mail to amministrazione@jaescompany.com.

The invoicing shall be previously authorized by the Purchaser and shall be made after each purchase Order.

Should the Supplier issue an invoice before completing and providing to the Purchaser the ordered goods and/or services, the invoice payment date shall be nonetheless calculated on the earliest date in which the Supplier would have duly issued the invoice in compliance with the terms set forth by the Order.

No invoices indicating prices different from those indicated in the Order shall be accepted.

16) PROHIBITION TO ASSIGN THE PURCHASE ORDER AND THE CREDIT

The Supplier shall not be entitled to assign to any third parties, in whole or in part, the purchase Order without the formal, written authorization of the Purchaser.

Pursuant to the provisions of section 1260, last paragraph, of the Italian Civil Code, the credits of the Supplier arising from the performance of the Order shall not be assigned without the previous written consent of the Purchaser.

17) PACKAGING



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The packaging of the goods subject matter of the Order shall be fit for its purpose, also with regard to the relevant use and the transportation means thereof. The Supplier shall ensure that the packaging is in compliance with the best international standards, in order to avoid any risks during the relevant shipment and warehousing. Each loss, destruction or damages arising from, or due to, an insufficient or defective package shall be borne by Supplier. Unless otherwise provided in the Order, all the costs related to the packaging shall be borne exclusively by the Supplier. Should any working platforms be used during the packaging phase, such working platforms shall be in compliance with the ISPM 15 standard.

18) WITHDRAWAL

The Purchaser reserves the right, pursuant to, and to the effects of, section 1373 of the Italian Civil Code, to withdraw from the purchase Order in any time by registered letter with receipt of return, via facsimile or by certified e-mail, with at least 15 (fifteen) day notice before the day set for the delivery.

In such a case, the Purchaser shall pay to the Supplier, as a consideration of the delivery of the Supply or of the relevant part performed until the date of withdrawal, an amount equal to the value of the performance made.

19) TERMINATION CLAUSE

Without prejudice of the provisions above, the Purchaser reserves the right to terminate any Order, pursuant to section 1456 of the Italian Civil Code, by giving a written communication thereof to be sent to the Supplier, provided that the following conditions are met:

- Breach of the obligations set forth in sections 5, 6 and 8;
- Insolvency, voluntary or mandatory liquidation of the Supplier, commencing of any bankruptcy proceedings, without prejudice of the provisions of section 72 of the Italian Bankruptcy Law;
- Change of property, change of control or substantial change of the partners of the Supplier.

20) WAIVER

Should the Purchaser omit to raise a claim with regard to the breach of any obligations set forth in the Order, or to exercise a right, or grant a preferential treatment to certain parties, also for prolonged periods of time, such behavior shall not be deemed to be tacit acceptance or anyway to imply any right not expressly set forth in the Order.

21) LIQUIDATED DAMAGES IN CASE OF WITHDRAWAL OR TERMINATION

Once the Supplier has accepted the Agreement, it shall not be entitled to withdraw therefrom anymore. Any withdrawal, rescission or termination of the Agreement due to will or conduct of the Supplier shall imply the application of liquidated damages of the price agreed upon in the Agreement to supply the goods, plus a 25%, without prejudice of the provisions of sections 5 and 6 above.

22) RECOURSE



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The Purchaser shall be entitled to raise an action of recourse against Supplier for any indemnification or performance claim made by any End Clients for any facts or defects of the materials provided by the Supplier to the Purchaser.

23) APPLICABLE LAW

The purchase Order shall be regulated and interpreted, under any point of view, according to the Italian Law.

24) JURISDICTION

Any dispute arising herefrom shall be submitted to the exclusive jurisdiction of the Court of Treviso.

25) PERSONAL DATA PROCESSING - PRIVACY

The Supplier and the Purchaser mutually represent and warrant that they comply with the provisions of the laws and regulations concerning the personal data processing, as regulated by the Privacy Code as per Legislative Decree No. 196 of June 30th, 2003; any personal data so provided shall be exclusively treated for the purposes of the Agreement.



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Date.....

JAES S.R.L.

PURCHASER

Pursuant to, and for the effects of, sections 1341 and 1342 of the Italian Civil Code the Supplier hereby expressly approves and signs the following clauses:

- 3) Scope of the Agreement
- 5) Delivery Terms, Order Cancellation and Liquidated Damages
- 8) Goods Acceptance
- 9) Guarantee
- 18) Withdrawal
- 19) Termination Cause
- 22) Recourse
- 24) Jurisdiction

Date.....

JAES S.R.L.

PURCHASER