

## GENERAL CONDITIONS OF SUPPLY

### 1. Orders

- 1.1. The supply of Products by Rivit S.p.A., with registered office at Via Palladio 129, Caltrano (VI), Italy, ("**RIVIT**") shall be governed by these general conditions of supply ("**General Conditions**"). By forwarding the Order Form, supplied by RIVIT, the Client expressly accepts these General Conditions, which are an integral and essential part of the agreement for the supply of Products entered into between RIVIT and the Client ("**Supply Agreement**").
- 1.2. Orders shall be placed by the Client in writing and shall include any data necessary for the manufacturing of the Products as well as any technical provisions applicable. Orders shall be deemed irrevocable as of the date of their receipt by RIVIT.
- 1.3. The Supply Agreement shall enter into force upon receipt by the Client of RIVIT's Order Confirmation.
- 1.4. Any and all final technical specifications requested by the Client for the proper manufacture of the Products shall be an integral and essential part of the Order Form submitted to RIVIT. Any additional technical specification delivered by the Client after issuance of RIVIT's Order Confirmation shall not be considered as part of the Supply Agreement unless subsequently expressly accepted in writing by RIVIT. It is understood that the Client is solely and fully liable for the choice of the technical specifications and shall keep RIVIT harmless from any claim that any third party may raise in connection with wrong, mistaken and/or improper technical specifications. In no case RIVIT may be held liable or responsible for any verbal or written comment, advise or suggestion given in relation to the technical specifications, unless such a liability or responsibility be expressly agreed in writing as part of a collateral consultancy agreement.
- 1.5. Upon notice to the Client, RIVIT will have the right to vary the Products with respect of the contents of the relevant Offer and/or Order Confirmation, to the extent that such variations (i) are due to production or technical reasons, (ii) are mandatory according to the applicable law and (iii) do not reduce and/or alter the performance and quality of the Products agreed upon with the Client.
- 1.6. Upon receipt of the Order Confirmation, the Supply Agreement shall be deemed as entered into force and the Client shall not be entitled to withdraw from the relevant Supply Agreement.

## **2. Exclusion of Client's general conditions**

- 2.1. The Client acknowledges and accepts these General Conditions of Supply as the only terms and conditions regulating the purchase of RIVIT's Products, together with the duly confirmed Order of the Client.
- 2.2. In no case any general condition in any manner inserted, mentioned, quoted in the Client's correspondence, Orders, documents or forms shall be considered as applicable in the supply of RIVIT's Products.

## **3. Place and Terms of deliveries**

- 3.1. The terms of delivery shall be finally set in RIVIT's Order Confirmation and run from the date of the relevant transmission to the Client.
- 3.2. It being understood that the terms of delivery of the Products are indicative and shall never be deemed as of essence, unless expressly agreed in writing, RIVIT shall endeavour to comply with the terms set forth by the Supply Agreement and/or to deliver the Products within the agreed date(s) but it shall not be liable, other than in case of wilful misconduct or gross negligence, for any loss or damage of any kind whatsoever directly or indirectly caused by any delay in the completion of the supply or delivery of the Products.  
Moreover, in no event the Supply Agreement regulated by these General Conditions shall be automatically terminated in case of late deliveries, nor shall the Client be entitled to terminate the Supply Agreement, claim damages nor the reduction of the price in case of late deliveries.
- 3.3. Should the planning, manufacture and/or supply of the products require the prior transmission of specific data and/or information by the Client, any delay in the relevant communication as regards the agreed terms shall imply, at least, a proportional postponement of the agreed terms for the delivery of the products by RIVIT in consideration of its manufacturing capacity.  
In any case and unless otherwise agreed in writing, should the Client, during the performance of the agreement, ask for some technical modifications of the Products, then, even if said modifications do not imply any change in the price, the relevant terms of delivery shall be automatically postponed for the time which is reasonably necessary to implement the modifications required.
- 3.4. Unless otherwise agreed in writing, the Products are to be delivered *Ex Works* (EXW - Incoterms 2020) at RIVIT's premises.
- 3.5. RIVIT will send to the Client a notice of Products ready for delivery. In case of delay in the collection of the Products, the Client shall bear all the expenses concerning

the occupation of RIVIT's warehouses and yards, granting to RIVIT a consideration to be agreed from time to time, with a minimum of the 0,5% (zero point five percent) of the price of the Products per any week, or part thereof, of delay it being understood that the risks of damage, deterioration and/or theft of the Products are to be borne by the Client as of the initially agreed date of delivery.

In the event of delay in collection of the Products exceeding 8 (eight) weeks as of the agreed date, RIVIT shall be entitled to (i) terminate the Supply Agreement by written communication thereof and sell the Products to other Clients, keeping any advances received as penalty or (ii) ship the Products to the Client at its expenses.

#### **4. Testing and acceptance of the Products**

- 4.1. Unless otherwise expressly agreed by the Parties, the acceptance of the Products shall not require a preliminary acceptance test and any claims raised by the Client following tests autonomously carried out by the latter shall not be opposable to RIVIT.
- 4.2. Should the Parties agree on the performance of an acceptance test, without specifying how to run the said test, the same shall be performed at RIVIT's premises according to the procedures ordinary carried out by the latter with respect to similar Products and in compliance with the applicable technical provisions.

#### **5. Warranty**

- 5.1. RIVIT guarantees that the Products are manufactured in compliance with (i) the technical specifications provided by the Client and expressly accepted in writing by RIVIT (ii) the agreed standards specified in the Order/Order Confirmation, (iii) the applicable technical provisions in as much as indicated in the Order Confirmation and it guarantees that the Products are free from defects in material and workmanship for a period of 12 (twelve) months as of the date of the relevant date of delivery ("**Warranty Period**").
- 5.2. When an acceptance test as per paragraph 4.2 is performed and results on Products are not fully in compliance with the specified parameters, the Client shall raise objections immediately after the performance of the test, otherwise the Client shall not be entitled to refuse the Products, nor to require modifications thereof. In any case the Client shall not be entitled to refuse the Products or to require modifications thereof, should the inconsistencies with the said parameters be trivial and/or fall within the normal tolerances and limits.
- 5.3. This warranty may be claimed by the Client only, whilst the Client's assignees or other third parties shall not have any direct claim against RIVIT.

- 5.4. This warranty shall not apply in case of defects, damage or failure of the Products resulting as a consequence of and/or from:
- (i) improper storage, maintenance, installation, use, application;
  - (ii) operations beyond rated capacity;
  - (iii) damages caused by accident, fire or other casualty or negligence not ascribable to RIVIT;
  - (iv) failures resulting from unauthorised modifications or alterations of the Products;
  - (v) any damage, loss or consequence deriving from defects or non compliance of the Products caused by failure, deficiencies and/or mistakes in the information or technical specifications supplied by the Client;
  - (vi) any other cause, not ascribable to RIVIT's negligence.
- Should the Client fail to regularly pay the agreed price, even if such default or such delay concerns a single part of the aggregate price of the Products, the warranty shall not apply.
- 5.5. Should the complaints raised by the Client within the Warranty Period with reference to the Products be grounded and accepted by RIVIT, the latter shall repair or, at its sole discretion, replace free of charge the Products found to be not in compliance or defective, with delivery *Ex-Works* (Incoterms 2020) at RIVIT premises.  
RIVIT's warranty obligations shall be effective and binding only provided that RIVIT has the opportunity to verify the defects raised by the Client.  
RIVIT's warranty obligation shall be deemed as entirely fulfilled with the removal of the defect raised by the Client, or with the replacement of the defective Product, without any further obligations. Any further express or implied warranty as well as any reimbursement of costs or other obligations or liability, either direct or by way of redress being, is, to the extent permitted by law, expressly excluded and waived.  
The Client bears all transport costs and risks for the return, if needed, of the defective or non-compliant Products to RIVIT, as well as all the expenses additional to the operations of repair or replacement.
- 5.6. Subject to the loss of warranty, the Client shall notify in writing by fax, certified electronic mail or by registered letter with return receipt any non compliance or defects discovered, within and not later than 14 (fourteen) days as of the date of delivery of the Products or, in case of hidden defects, within and not later than 14 (fourteen) days as of the date of the relevant discovery. The burden of proving the date of the relevant discovery lies with the Client.  
In no case claims for non compliance or for defects shall be accepted if received by RIVIT after the expiration of the Warranty Period.
- 5.7. Without prejudice to the compulsory product's liability law and any liability for wilful misconduct and/or gross negligence, RIVIT shall not be liable for direct, indirect or

incidental damages caused to the Client and/or to third parties as a consequence of the defects of the Products.

The Client shall not be entitled to terminate the Supply Agreement in case of defects of the Products subject matter of this warranty, should RIVIT timely comply with the relevant obligations.

5.8 Any further express or implied warranty of fitness or merchantability, is, to the extent permitted by law, expressly excluded and waived.

In no case shall the aggregate RIVIT's liability for damages arising out of defects of the Products exceed the 50% (fifty percent) of the aggregate price of the supply in which the defective Product was included.

## 6. Payments

6.1. The price of the Products is specified in RIVIT's Order Confirmation. Unless otherwise agreed in writing, prices shall be *Ex works* (Incoterms 2020), RIVIT's premises.

Any modification of the Products agreed by the Parties after transmission of RIVIT's Order Confirmation, shall imply an adjustment of the relevant price keeping into account the possible increase of the costs of manufacturing and/or of raw materials, pursuant to what agreed from time to time by the Parties.

6.2. Should the Client fail to comply with the payment terms, RIVIT shall be entitled to suspend the pending works or deliveries until full payment of the outstanding credit and/or until receipt of proper guarantees for any future delivery.

RIVIT shall furthermore be entitled to suspend any supply in progress of Products, should the Client's assets and/or financial standings materially decrease and/or the Client have not timely paid Products previously delivered by RIVIT, also with respect to different Orders and/or in the framework of other contractual relationships with the Client.

6.3. Unless otherwise agreed in the Order/Order Confirmation, payments shall be received by RIVIT in full before delivery.

Any late collection or non-collection of the Products by the Client shall not cause an extension and/or postponement of the terms of payment.

In case of late payments, the Client shall pay interests on the unpaid amount at the rate provided by the applicable law.

6.4. RIVIT's invoices shall be exclusively paid at its domicile. Any expense or risk relevant to the transfer of the due amount shall be entirely borne by the Client.

6.5. Payments made by means of securities, bills of exchange, cheques, assignments of credits or other payment instruments will not discharge the Client from the original

contractual relationship and are deemed accepted by RIVIT subject to actual collection.

The expenses for collection, deduction, registration, etc. of securities and/or effects shall be borne by the Client.

- 6.6. In no event shall any defect or non compliance of the Products, even when expressly acknowledged as such by RIVIT, and/or delays of delivery of the Products with respect to the agreed dates give the Client the right to suspend the relevant payments and/or any other payment for whichever reason due to RIVIT under the Supply Agreement regulated by these General Conditions and/or under other contractual relationships (*solve et repete*).
- 6.7. Without prejudice to any express provision contained herein as well as to the general rules on termination provided for by applicable law, RIVIT shall be entitled to terminate the Supply Agreement regulated by these General Conditions should the Client not pay the invoices on the due date and such payment not be made by the Client within fifteen (15) days as of receipt of the relevant RIVIT's notice to pay.
- 6.8. In no event shall the Client be entitled to set-off its debts toward RIVIT against credits and/or claims toward the latter.

## **7. Retention of Title**

- 7.1. RIVIT shall be the sole owner of the Products supplied until full payment of the same be made by the Client.  
Should the Supply Agreement be terminated due the Client's breach of contract, the instalments already paid by the Client shall be kept by RIVIT as an indemnity, within the limits set forth by the law, without prejudice to RIVIT's right to claim for further damages.
- 7.2. The Client has the right to sell the Products in the ordinary course of business on the understanding that the proceeds of any such sale shall belong to RIVIT to whom the Client shall account such proceeds up to the concurrence of the full price due by the latter to the former for the supply of the Products.
- 7.3. RIVIT shall have the right at any time to revoke the above mentioned Client's right of sale by written notice, if the latter is in default with respect to the payment of any sum due for more than 15 (fifteen) working days.
- 7.4. The Client's right to sell the Products shall furthermore automatically cease and payment of the Products become immediately due if a Receiver is appointed over any assets or undertakings of the Client or a winding up order is made against it, or if the Client goes into a voluntary liquidation (otherwise than for the purposes of

reconstruction or amalgamation) or causes a meeting or a composition with creditors, or commits any act of bankruptcy or if its assets are attached without any defence being raised.

- 7.5. Notwithstanding the moment of the actual transfer of title on the Products, all the risks relevant to any loss or damage of the Products are borne by the Client upon delivery to the carrier entrusted by the Client as per the *Ex works* Incoterms provisions.
- 7.6. The Client shall co-operate with RIVIT in order to make this retention of title clause valid and binding also on third Parties according to the laws of the Country where the Products are finally installed. The relevant expenses shall be equally borne by the Parties.

## **8. Applicable law and Exclusive Court**

- 8.1 These General Conditions and any Supply Agreement shall be governed and construed in accordance with the Italian Law, it being expressly understood that the U.N. Convention on the International Sale of Goods (Wien – 11<sup>th</sup> April 1980) shall apply to any sale of the Products made under any Supply Agreement.
- 8.2 All disputes arising out of or relating to any Supply Agreement regulated by these General Conditions shall be exclusively submitted to and settled by the Court of Vicenza, Italy. However Rivit shall be entitled to institute proceedings against the Client before the competent Court of the place where the Client has its registered office.

Caltrano (VI) 01/12/2020

The Client \_\_\_\_\_

The Client hereby states and declares to expressly approve, the following provisions of these General Conditions:

clause 1.4.	limitation of liability for technical specifications
clause 1.5.	modifications
clause 2.2	exclusion of Client's general conditions
clause 3.2.	limitation of liability for late deliveries
clause 3.5	termination, penalty
clause 4.1	exclusion of right to raise claims
clause 5.2	ineffectiveness of late objections
clause 5.3-5.4-5.5	limitation and exclusion of warranty
clause 5.6.	notice of non compliance and defects and burden of proof
clause 5.7- 5.8.	general limitation of liability
clause 6.2.	suspension of works and deliveries
clause 6.6.	<i>solve et repete</i>
clause 6.7.	termination
clause 6.8	prohibition to set-off
clause 7.3-7.4	revocation and termination of the right to sell
clause 8.1	applicable law
clause 8.2	Exclusive Court

Caltrano (VI) 01/12/2020

The Client \_\_\_\_\_