

**ART. 1 – GENERAL CONDITIONS**

- a) This document contains the general conditions governing the contractual relationships between REFEL and the SUPPLIER resulting from an ORDER being issued.
- b) Any conditions differing from those specified here are not bounding for REFEL, unless they are countersigned by REFEL.
- c) Failure by REFEL to expressly challenge such different conditions and/or the ORDER execution, without them being signed by REFEL, does not in any way result in waiver of these conditions and any conditions contained in the ORDER, nor acceptance by REFEL.

**ART. 2 - DEFINITIONS**

Unless otherwise agreed upon in writing, in the relationships between REFEL and the SUPPLIER the following definitions have the meaning described below:

- a) PARTIES mean REFEL and the SUPPLIER.
- b) END CLIENT means the entity that REFEL has signed a supply contract with, for which execution REFEL is authorised to engage, among others, the services of the SUPPLIER.
- c) TESTING means the final inspection on the SUPPLY to be carried out on SITE upon conducting the final functional and performance tests for the entire REFEL supply.
- d) MAIN CONTRACT means the supply contract entered into by REFEL and the END CLIENT.
- e) CONTRACT DOCUMENTS mean the documents annexed to the ORDER and to these conditions.
- f) ORDER means the proposal signed by REFEL, along with any relevant annexes.
- g) SUBJECT/SUPPLY means the set of deliverables, services and goods (both tangible and intangible), including accessories, documentation and anything else not expressly excluded, specified in the ORDER and CONTRACT DOCUMENTS.
- h) SCHEDULE is the table summarising the SUBJECT, price and delivery terms, as contained in the ORDER.
- i) SITE is the place where the REFEL supply is going to be installed based on the MAIN CONTRACT.
- j) In the event of any discrepancies between the general conditions of the order and the ORDER, the ORDER shall prevail over the general conditions of the order.

**ART. 3 - STIPULATION OF THE AGREEMENT - AMENDMENTS**

- a) The agreement is deemed to be validly stipulated between REFEL and the SUPPLIER only when the ORDER has been returned to REFEL duly countersigned by the SUPPLIER.
- b) Failure to return the countersigned ORDER shall result in the lack of any payment being made.
- c) Should the SUPPLIER execute the ORDER without its prior written acceptance, unless REFEL intends to make use of the previous paragraph 3.a, the relationship shall always be governed by these general conditions and by the ORDER.
- d) Any document issued or signed by REFEL during the negotiation phase (such as, including but not limited to: Requests for Proposals, Minutes of the Negotiations, etc.) does not bind REFEL to issue an order and/or sign a contract, nor does it entitle the SUPPLIER to claim for any compensation/reimbursement as a result of the order/contract not being issued/signed.
- e) Any amendment to the ORDER does not produce any effect unless it is signed by both PARTIES.
- f) The following are not considered as amendments to the ORDER: minor amendments requested by REFEL during the execution of the ORDER (such as trimming, grinding, bending, changing the location of holes, fixing any minor interferences, etc.), that do not result in a substantial increase in the activities under the ORDER.

**ART. 4 - SUBJECT**

- a) The SUBJECT of the ORDER is specified in the ORDER itself and in the CONTRACT DOCUMENTS.
- b) The SUPPLIER is aware that the SUBJECT shall be integrated into the REFEL production sites and undertakes to execute the SUPPLY in accordance with the law, the best standards and technical practices, ensuring compliance with the quality and quantity characteristics contained in the REFEL standards and with any further regulations/standards specified in the ORDER and the CONTRACT DOCUMENTS, as well as being fit for the purpose intended for the SUPPLY.
- c) The SUPPLIER confirms that it has read the "Suppliers Ethical Clause", which the SUPPLIER is aware of and can be viewed at <http://www.refel.com>, and it undertakes to comply with the principles therein, expressly recognising that REFEL has the right to terminate the relationship in the event of any breach.
- d) Without prejudice to the specific provisions contained in the ORDER and in the CONTRACT DOCUMENTS, the SUPPLY includes the following documents:
  - Declaration/certificate of origin:

- (i) EU SUPPLIER: Declaration of origin in compliance with the requirements specified by Pordenone Chamber of Commerce.
- (ii) Non-EU SUPPLIER: Certificate of origin issued by the SUPPLIER's Chamber of Commerce; before issuing the Certificate, the SUPPLIER must submit a draft for approval to REFEL.
  - Packing-list and shipping documentation.
  - Technical documentation (certificates relating to: materials, treatments, inspections/tests; drawings, catalogues, technical sheets, etc.).
  - Anything else that may be required by the technical specifications or drawings.

**ART. 5 - FULFILLMENT SCHEDULE FOR THE SUPPLY**

- a) Within 15 days from receiving the ORDER, the SUPPLIER must fill in and send through a FULFILLMENT SCHEDULE for the SUPPLY by email or fax addressed to the REFEL Procurement Department.
- b) In the event of any amendments to the initial plan, the FULFILLMENT SCHEDULE for the SUPPLY must be amended and sent by the SUPPLIER to the REFEL Procurement Department which, after sharing it with the appropriate departments, shall be entitled to accept it and modify the purchase order accordingly, or to reject it asking the supplier to implement any possible corrective actions at the supplier's expense.

**ART. 6 - SPARE PARTS**

- a) The SUPPLIER undertakes to make available and supply directly to REFEL any spare parts for the goods under the SUPPLY for a period of 5 (five) years from the date of the delivery of the SUPPLY.
- b) Should the original spare parts no longer be available on the market, the SUPPLIER shall procure equivalent parts.
- c) The SUPPLIER undertakes to deliver to REFEL, within the terms specified under the ORDER, the offers for the recommended spare parts for the start-up (and for 24 months' operation) of the goods under the SUPPLY.

**ART. 7 - DELIVERY**

- a) The delivery is governed by the 2010 INCOTERMS, as specified in the ORDER and in these conditions.
- b) Delivery dates are to be deemed essential in the interests of REFEL. Any delays to the date agreed during the final negotiation phase shall entitle REFEL to charge the SUPPLIER with a penalty.
- c) The delivery shall be deemed as completed only if and when the goods delivered are accompanied by all the documentation required under these conditions and the ORDER and, in the event of partial deliveries, when the last delivery is completed.
- d) Early delivery is only possible if authorised by REFEL in writing.
- e) Any surplus quantities can be rejected, even if they fall within the standard tolerance levels.

**ART. 8 - STORAGE - INSURANCE**

- a) The SUPPLIER undertakes to diligently protect and keep the SUPPLY safe until the actual delivery, using all the necessary measures to prevent any deterioration, damage, loss or theft.
- b) Should REFEL request to defer the delivery, protection and storage remain under the SUPPLIER's responsibility for a period of 90 days after the agreed delivery date; if the deferral exceeds 90 days, REFEL and the SUPPLIER shall jointly agree how to proceed.
- c) The SUPPLIER undertakes to take out, at its expense, an insurance policy before executing the ORDER, and to maintain it for the entire duration of the ORDER; such policy shall cover all the risks relating to the SUPPLY that may arise before the actual delivery (e.g.: deterioration, damage, loss, theft, etc.). Should REFEL supply any components/models/samples/equipment intended for use within the SUPPLY, such insurance policy shall identify REFEL as the beneficiary in the event of any risks relating to said components/models/samples/equipment.
- d) Before executing the ORDER, the SUPPLY undertakes to take out any other standard insurance, including to cover third party liability and product liability, with suitable ceiling for the purpose of the SUBJECT but, in any case, no lower than € 1,500,000.00.
- e) The SUPPLIER shall provide REFEL with a copy of any policies taken out. If policies have not been taken out or their cover is insufficient, REFEL has the right to (but is not in any way bound to) take the SUPPLIER's place and charge any expenses to the SUPPLIER.
- f) In any case, the SUPPLIER shall hold REFEL harmless from any damage that it may suffer, or may be called to compensate for any default of the SUPPLIER.

**ART. 9 - DELIVERY PROCEDURES**

- a) As soon as the SUPPLIER deems to be ready to fulfil the delivery, it shall send an *email* to the Procurement Department to advise that the goods are ready and include the following details:
  - ORDER number.
  - Indication on whether this is a partial or final delivery.
  - Type and number of packages (wooden box, pallet, loose item, bundle, etc.).
  - Dimensions of each package (in cm).
  - Gross weight of each package (in kg, unless otherwise specified).
  - Number and type of containers (if shipping is in containers).
  - Address of place of delivery, date and time.
- b) Goods being transported must always be accompanied by transport documents, containing the ORDER details, with the number and an accurate description of the goods.

**ART. 10 - PACKAGING - IDENTIFICATION OF THE GOODS**

- a) The packaging of the entire SUPPLY, accessories and documents included, is included in the price and must be arranged by the SUPPLIER, who shall undertake any necessary precautions to prevent damages during handling, storage and movements via lorry and/or container (fastening included).
- b) Unless otherwise specified in the ORDER, the wooden packaging (pallets included) shall comply with FAO's international standard ISPM-15 (IIPC/FAO marking and phyto-sanitary inspection certificate, if applicable).
- c) The ORDER can provide for specific packaging procedures and types for the SUPPLY (e.g. packaging for transport by sea), which the SUPPLIER has to adhere to.
- d) The SUPPLIER shall promptly repair and/or replace, at its own expense, any non-conforming packaging and any goods that suffered damages as a result of inadequate protection and/or fastening.
- e) Should this be necessary because of time and/or cost reasons, REFEL has the right to perform such repairs/replacements directly or via third parties, and to be reimbursed by the SUPPLIER for any documented expenses incurred.
- f) The SUPPLIER authorises REFEL to apply the REFEL brand on any single item and on the whole SUPPLY (packaging included).
- g) If requested, the SUPPLIER undertakes to execute the SUPPLY without applying any identification mark for the goods manufacturer or their place of origin/processing either on the individual items or on the whole SUPPLY (packaging included).

**ART. 11 - PENALTIES FOR LATE DELIVERY**

- a) Unless otherwise specified in the ORDER, in the event of late delivery REFEL has the right to charge the SUPPLIER with a penalty equivalent to 3 (three) % of the overall price of the ORDER for each week (or portion exceeding two working days) of delay, up to a maximum of 10 (ten) % of the overall price of the ORDER, without prejudice to the right of compensation for any greater damages and to terminate the relationship. The application of such penalty shall not exempt the SUPPLIER from the obligation of conducting all the necessary actions for the due fulfilment of the obligations undertaken.
- b) Unless otherwise specified in the ORDER, the delay is calculated with reference to each individual delivery date specified in the ORDER.
- c) For the purpose of applying the penalties, unless otherwise specified in the ORDER, the delivery shall be deemed completed only if and when the goods delivered are accompanied by all of the documentation required by these general conditions for the order and by the ORDER.
- d) In the event of any delays caused by REFEL and only to the extent of the portion of the SUPPLY affected by such delays, the PARTIES shall agree beforehand the new delivery dates and in writing, and these shall also apply with regard to any penalties. The delivery terms and penalties originally agreed upon in the ORDER shall remain applicable to the portions of the SUPPLY that are not affected by said delays.
- e) REFEL has the right to withhold any sums relating to the penalties accrued on any payments due to the SUPPLIER.

**ART. 12 - PRICE**

- a) Unless otherwise specified in the ORDER, as an express exception to art. 1467 and art. 1664 of the Civil Code, the price and consideration for the ORDER, however denominated, are deemed fixed and invariable, not subject to revision, as the PARTIES agree that the ORDER is of uncertain nature.
- b) The SUPPLIER takes full responsibility for its technical and financial evaluations that have led to defining the price/consideration, as deemed appropriate, and states that it is fully satisfied with the information made available and, in any case, used to determine the price/consideration.

- c) In any case, no expenses shall be recognised by REFEL unless they are documented and/or authorised in writing by REFEL.
- d) Unless otherwise specified in the ORDER, the prices/considerations are intended in EUROS.

**ART. 13 - PAYMENT TERMS AND CONDITIONS**

- a) No payment shall be made unless all the documents required under the ORDER and these general conditions have been submitted in compliance with the required procedures.
- b) If payment is dependent on the SUPPLIER issuing bank guarantees, the Advance Bank Guarantee and Bank Guarantee for Warranty Contractual Obligations templates annexed hereto shall apply. The Guarantee must be issued by leading banks as proposed by the SUPPLIER and approved by REFEL.
- c) In the event of advance deliveries that are not agreed upon in writing, the payment shall be made on the date of delivery specified in the ORDER.
- d) Any payment made by REFEL cannot be intended as an acceptance/recognition of the proper fulfilment of the SUPPLY.
- e) If the price is divided by instalments, in general these do not constitute consideration for the progress of works, but they are merely advance payments that do not reflect the value of the portion of the SUPPLY carried out up until that moment.
- f) Payments are calculated from the invoice date - end of month. REFEL only makes the payments on the 10th day of the month following the agreed deadline.
- g) REFEL has the right to suspend the payments in the following cases:
  - The SUPPLIER has not delivered all of the required documentation.
  - The SUPPLIER has not submitted proof of having complied with the rules and requirements of the law and all the collective employment contracts, with any tax obligations, social and welfare insurance, including those regarding minimum wage and the obligation to take out suitable insurance policies for its employees/contractors/staff, including to cover any accidents at work.
  - REFEL has suffered from a suspension in the payments by the END CLIENT for reasons that can be attributed to the SUPPLIER.
- h) In the instances provided for under the previous paragraph 13g, the SUPPLIER is not entitled to suspend the execution of the SUPPLY, nor to claim any compensation or damage from REFEL.
- i) Pursuant to art. 1252 of the Civil Code, REFEL is authorised to reimburse the sums owed to REFEL by the SUPPLIER for any penalties accrued, as well as for any damages caused by the SUPPLIER's default, including any sums owed to the same, on whatever grounds.

**ART. 14 - INVOICING AND TAX CHARGES - NON-TRANSFERABILITY OF THE CREDIT**

- a) If not otherwise agreed upon in the ORDER, invoicing shall be done on delivery of the SUPPLY, according to the provisions under the previous article.
- b) Each invoice shall have an indication of the ORDER number and correspondent bank chosen by the SUPPLIER for the payment via bank transfer, and shall be delivered directly to REFEL's Administration Department ([amministrazione.refel@legalmail.it](mailto:amministrazione.refel@legalmail.it)). Pro-rata invoices are not accepted.
- c) If not otherwise specified in the ORDER, the invoice shall not be subject to VAT as this is a non-VAT supply pursuant to Art. 8/C, Presidential Decree 633/1972, and Art. 42, Leg. Decree 331/1993, as per annual declaration of intent notified to the SUPPLIER.
- d) The price/consideration for the ORDER includes every tax charge (e.g. VAT, tax on corporate and personnel income, etc.) imposed on the SUPPLIER and/or its personnel by any Italian and/or foreign authorities as a result of the aforesaid parties executing the ORDER.
- e) The SUPPLIER is prohibited from transferring the credits arising from the ORDER, unless this is previously authorised in writing by REFEL.
- f) If the ORDER is suspended pursuant to article 22 and/or the delivery is deferred pursuant to article 8 of these Conditions, any amendments to invoicing, payment terms and return terms must be expressly authorised in writing by REFEL.

**ART. 15 - INSPECTIONS, FUNCTIONING TESTS AND FINAL TESTING**

- a) REFEL and/or the END CLIENT and/or its delegates are entitled (but not bound) to check that execution times are complied with, along with quality/quantity requirements for the SUPPLY at any stage (procurement / manufacture / assembly, etc.) at the SUPPLIER's factory or at the factory of any authorised sub-suppliers.
- b) For the entire execution time of the ORDER, the SUPPLIER shall designate a skilled person as a reference for REFEL and/or the END CLIENT during inspections.
- c) The SUPPLIER has to carry out all the tests and inspections, even if they are not expressly specified in the CONTRACT DOCUMENTS, but are dictated by good practice due to the specific nature of the SUPPLY.

- d) Before delivery, the SUPPLIER has to inform REFEL in writing with at least 10 days' notice about the date of inspections and checks on the SUPPLY, to ensure compliance with CONTRACT DOCUMENTS, good workmanship and best practice.
- e) REFEL and/or the END CLIENT are entitled (but not bound) to carry out such inspections/checks, which can include functional tests, at the SUPPLIER's expense at its factory or at the factory of any authorised sub-suppliers. On that occasion, all the certificates required by the CONTRACT DOCUMENTS must also be available for viewing.
- f) Should the SUPPLY be found non-conforming, REFEL shall have the right (but is not bound) to give the SUPPLIER any instructions deemed appropriate to achieve conformity. Any costs to achieve conformity shall be borne exclusively by the SUPPLIER.
- g) A successful outcome from the checks shall not imply that the SUPPLY is accepted.
- h) Finally, the SUPPLY shall undergo FINAL TESTING ON SITE when executing the final tests on the entire REFEL supply. The SUPPLIER is entitled to attend such FINAL TESTING, provided that it submits a written request to REFEL with due advance. Such request shall indicate the name of the appointed representative and contain any further details required for attendance at the SITE.
- i) The SUPPLIER shall take care of any formalities/authorisations, in addition to any costs and expenses to attend.

**ART. 16 - WARRANTY FOR DEFECTS AND FAULTS**

- a) The SUPPLIER guarantees that the SUPPLY is free from faults and defects, complies with CONTRACT DOCUMENTS, good workmanship and technical practices and, in any case, with the agreed characteristics, for a period of 18 (eighteen) months from the date of the successful FINAL TESTING at the SITE and for a maximum period of 24 (twenty-four) months from the date the last delivery is completed.
- b) For this to be valid, the SUPPLIER has to remove, at its expense, any defects and/or non-conformities reported by REFEL.
- c) Repairs and/or replacements under warranty must be carried out by the SUPPLIER at the SITE within 5 (five) days from the report, or within a longer term agreed upon by the PARTIES in writing for this purpose. On expiry of such period, REFEL may take the SUPPLIER's place, directly or via third parties, at the SUPPLIER's expense, including for any customs duties, transport expenses from and to the Site, assembly and disassembly, testing, etc.
- d) REFEL has the right to take immediate measures instead of the SUPPLIER in the event of:
  - Emergencies (such as, including but not limited to: faults and/or defects that jeopardise and/or compromise the functionality and/or operation and/or safety of the machine).
  - Inability and/or impossibility and/or refusal by the SUPPLIER to take action within the required times and manners.in such events, the SUPPLIER shall reimburse all the expenses incurred by REFEL for such activities.
- e) The warranty period on parts repaired and/or replaced starts again for 18 months from the date of the repair and/or replacement.
- f) In any case, there is no prejudice to REFEL's right to be reimbursed for damages and to terminate the relationship, if the legal requirements are met.
- g) The SUPPLIER is aware that, as a result of the destination of the SUPPLY, the proof of faults and/or defects may only be available when executing the final functional and performance tests on the entire REFEL supply held at the SITE.

**ART. 17 - HEALTH, SAFETY AND LABOUR PROTECTION - AUTHORISATIONS**

- a) The SUPPLIER undertakes to comply with any regulations on health & safety, labour and environmental protection applicable in Italy or the Country where the activities under the ORDER were executed, as well as to adopt any necessary measures to comply with such regulations protecting employees/contractors/staff.
- b) The SUPPLIER undertakes to inform and train its employees/contractors /staff about the specific risks and prevention & emergency measures implemented and to be implemented for health & safety in the work area.
- c) The SUPPLIER undertakes to comply with the provisions and requirements of the law, and under the collective employment contracts, with regard to any tax obligations, social and welfare insurance, including with regard to minimum wage and the obligation to take out suitable insurance policies for its employees/contractors/staff, including to cover any accidents at work, and to hold REFEL harmless from any related liability/claim.
- d) Should the execution of the SUPPLY involve any employees/contractors/officers staying or being engaged on the SITE by the SUPPLIER, the SUPPLIER shall have to take care of any relevant authorisations/permits and licenses.

**ART. 18 – ENVIRONMENT**

- a) The CONTRACTOR undertakes to comply with the environmental regulations in force in Italy, as well as to take all necessary measures for the respect of such regulations for the protection of environmental matrices.



- b) The CONTRACTOR undertakes to inform and train its employees and collaborator's employees to prevent emergencies and proper procedures in case of environmental emergency.

**ART. 19 - SECRECY - CONFIDENTIALITY**

- a) All documents, drawings, data, know-how, information (hereinafter, collectively "INFORMATION") that shall be provided by REFEL after the ORDER, remain the exclusive property of REFEL and cannot be divulged; in the same way, any commercial, technical and financial aspects the SUPPLIER becomes aware of while fulfilling the ORDER, are also bound to confidentiality.
- b) The SUPPLIER undertakes to treat such INFORMATION, as well as said commercial, technical and financial aspects, as confidential, and commits to using it solely for the purposes of fulfilling its obligations resulting from the ORDER and refraining from divulging them to anyone or using them, directly and/or indirectly, both while the ORDER is in force, and after it has terminated, unless authorised in writing by REFEL or, in any case, to the detriment of REFEL.
- c) All documents (paper or electronic) delivered by REFEL to the SUPPLIER must be returned to REFEL if so requested and, in any case, at the end of the ORDER.
- d) The obligations set out in this article shall continue to apply even in the event of suspension, termination of or withdrawal from the ORDER.
- e) The SUPPLIER also undertakes to implement any appropriate measures to ensure the required secrecy and confidentiality are also observed by its staff, employees, contractors, consultants, and by anyone who may have access to information.
- f) In any case, the SUPPLIER shall be jointly responsible with the aforesaid individuals, should it be responsible for breaching the obligation to secrecy and confidentiality as laid down in this article.
- g) The SUPPLIER may not divulge brochures, issue press releases, make publications or advertisements in magazines, journals and media in general, relating to the ORDER and the REFEL supply, unless authorised by REFEL.

**ART. 20 - TRANSFER OF THE CONTRACT - SUB-SUPPLY**

- a) The SUPPLIER is expressly prohibited from transferring the contract and/or sub-contracting the execution of the SUPPLY in whole or in part, unless specifically authorised in writing by REFEL.
- b) Even in the event that the sub-supply is authorised, the SUPPLIER shall be directly responsible towards REFEL for executing the SUPPLY.

**ART. 21 - FORCE MAJEURE**

- a) Force majeure events shall be deemed as any sudden, unpredictable, inevitable, external event that cannot be attributed to the SUPPLIER and that prevents the SUPPLIER from fulfilling its obligations. Strikes, including those on a national level, or delays in the execution of tasks assigned to third parties, are not considered force majeure events.
- b) When a force majeure event arises, the SUPPLIER must immediately inform REFEL in writing, and this entitles the SUPPLIER to being granted an extension on the agreed terms, corresponding to the time lost due to such event. If the force majeure impediment continues for longer than 90 (ninety) days, REFEL shall be entitled to terminate the relationship.

**ART. 22 - SUSPENSIONS**

- a) REFEL may, at any point, with at least 7 (seven) days' notice, suspend the execution of the ORDER, or part of it, by means of a written notification containing, if possible, the duration of the suspension period.
- b) After such notification, the SUPPLIER shall suspend the execution of the ORDER, or part of it, and resume the activities suspended on the date specified in such notification.
- c) The suspension can be requested by REFEL even multiple times over the course of execution of the ORDER, and any expenses and/or costs arising from this shall be entirely on the SUPPLIER, provided that the overall duration of such suspension does not exceed 90 (ninety) days.
- d) Should the entire duration of the suspensions exceed 90 (ninety) days, the SUPPLIER shall be entitled to the reimbursement of any documented expenses incurred as a direct and exclusive consequence of the continued suspension, up to a maximum amount equivalent to 5 (five) % of the ORDER price.
- e) In any case, the SUPPLIER shall take any appropriate measures to limit the damaging consequences arising from the suspensions as outlined in this article.

**ART. 23 - WITHDRAWAL**

- a) The SUPPLIER grants REFEL the right to withdraw freely from the relationship at any time, by simply notifying the SUPPLIER in writing.

- b) In such case, the SUPPLIER shall only be entitled to receive payment for the works carried out in compliance with the ORDER at the date the withdrawal is notified, and to be reimbursed for any reasonable, documented expenses already incurred. Compensation for any loss of profits is excluded.

**ART. 24 - EXPRESS TERMINATION CLAUSE - TERMINATION**

It is expressly agreed that the relationship can be legally rescinded by REFEL pursuant to art. 1456 of the Civil Code by means of written notification where:

- The SUPPLIER, without justification, does not start promptly or suspends the execution of the ORDER.
- The SUPPLIER, despite express requests from REFEL, refuses to fulfil the obligations under the ORDER.
- The SUPPLIER does not comply with the FULFILLMENT SCHEDULE for the SUPPLY, without just cause.
- The SUPPLY contains faults and defects.
- There is a delay in the delivery, including the delivery of the documentation, that exceeds the maximum limit for the penalties for late delivery.
- The SUPPLIER does not arrange to eliminate any faults and/or defects within the term specified in the ORDER, or agreed between the PARTIES for such purpose.
- The MAIN CONTRACT is terminated.
- The SUPPLIER does not comply with the rules and provisions contained in collective employment contracts and in laws and regulations on social and welfare insurance, accident prevention, protection of workers, health and safety at work, and in general with all applicable laws, including regarding salaries.
- The SUPPLIER does not immediately replace any staff involved in behaviours that are not appropriate for the role they hold and/or show disregard for rules and customs implemented at the SITE.
- The SUPPLIER is subject to protests, enforcement or insolvency procedures or is entered into liquidation or, in any case, if the guarantees of its reliability are diminished.
- The SUPPLIER breaches the obligations under Art. 19 of these general conditions.
- The SUPPLIER breaches the obligations under Art. 20 of these general conditions.
- The SUPPLIER breaches the obligations under Art. 21 of these general conditions.

In all the cases listed above, as well as in any case when the relationship is terminated for reasons that can be attributed to the SUPPLIER, the latter shall be required to compensate for the damages suffered by REFEL, without prejudice for any penalties that may have been applied.

**ART. 25 - LIMITATION TO PROPOSING EXCEPTIONS**

Pursuant to the provisions under art. 1462 of the Civil Code, it is expressly agreed upon that the SUPPLIER renounces its right to propose exceptions in order to avoid or delay the fulfilment of the service. It will therefore be the SUPPLIER's obligation to fulfil its service, even in the event of exceptions or complaints from the SUPPLIER towards REFEL.

**ART. 26 - DISPUTES AND APPLICABLE LAW**

- a) These conditions, along with any ORDER and the contractual relationship between REFEL and the SUPPLIER, are governed by the Italian law.
- b) Any disputes that may arise in connection with the validity, interpretation or execution of these general conditions, the ORDER and the contractual relationship between REFEL and the SUPPLIER, shall be referred to a Board of Arbitrators consisting of three arbitrators, one appointed by each PARTY and the third appointed by mutual consent of the first two.
- c) The PARTY seeking arbitration shall notify the name of its arbitrator to the other PARTY via registered letter with return receipt. Within 15 days from receiving such registered letter, the other PARTY shall appoint its own arbitrator following the same procedure. The two arbitrators so appointed shall appoint the third arbitrator (Chairman of the Board).
- d) If one of the PARTIES does not proceed to appoint its arbitrator in due time, or if the two arbitrators do not agree on the appointment of the Chairman, the President of the Court of Pordenone shall proceed to make such appointment upon request from the most diligent PARTY.
- e) The Board shall meet in Pordenone and arbitration will be voluntary, in accordance with the procedure in which both parties are heard.
- f) The decision shall be made according to the law and the applicable law shall be the Italian law.

**ART. 27 – PRIVACY**

As referred to Article 13 of EC Regulation 2016/679 GDPR, Refel S.p.A. informs that for the stipulation and execution of contracts with its suppliers it may process certain personal data concerning the supplier, if a natural person, and/or the supplier's employees and collaborators if the supplier is a legal person. The Data Controller is REFEL S.p.A, via Pescopagano nr. 12, 33078 - San Vito al Tagliamento (PN), e-mail info@refel.com, PEC refel@legalmail.it, P.IVA 01075720936. The purpose and legal basis of the treatment is the fulfillment of the supply contract and the applicable legal requirements. Personal data are processed, also through



## GENERAL CONDITIONS OF PURCHASE

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persons appointed in compliance with the applicable rules and for the purposes indicated only, both in paper and electronic form within the European Union and with the adoption of appropriate measures to ensure their protection. They are not subject to profiling by the Data Controller or any other automated decision-making process. Personal data will be kept for the time necessary within the archives for the purposes indicated to complete its processing. The data subject, i.e. the natural person to whom the personal data refer, has the right to request the Data Controller to access his or her personal data, rectify or erase them, and to request that they be limited or oppose their processing. The data subject also has the right to data portability. To exercise these rights you can refer to the above contacts.

### ART. 28 - CORRESPONDENCE AND LANGUAGE

Unless otherwise specified in the ORDER, all the correspondence between the PARTIES shall be in Italian, while the entire technical documentation relating to the SUPPLY shall be in Italian and/or English.

Communications between the PARTIES must refer to the ORDER (and any modifications to it) and shall be addressed specifically to:

- REFEL Procurement Department - business topics and documents.
- REFEL Administration Department - invoices, packing lists, certificates of origin.
- REFEL Health & Safety Department - documentation relating to personnel that needs access to our SITE to perform the activities that are the subject of the order/contract.

Place and date \_\_\_\_\_

**REFEL S.p.A.**

**REFEL S.p.A.**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

#### For the SUPPLIER

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Pursuant to art.s 1341 and 1342 of the Civil Code, the SUPPLIER confirms that it specifically accepts the clauses under the following articles: 3. Stipulation of the Agreement; 6. Spare Parts; 7. Delivery; 8. Storage - Insurance; 10. Packaging - Identification of the Goods; 11. Penalties for Late Delivery; 12. Price; 13. Payment Terms and Conditions; 14. Invoicing and Tax Charges - Non-transferability of the Credit; 15. Inspections, Functioning Tests and Final Testing; 16. Warranty for Defects and Faults; 17. Health, Safety and labour protection; 18. Environment; 19. Secrecy – Confidentially; 20. Transfer of the Contract - Sub-supply; 22. Suspensions; 23. Withdrawal; 24. Express Termination Clause - Termination; 25. Limitation to Proposing Exceptions; 26. Disputes and Applicable Law.

#### For the SUPPLIER

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_