

1. Order acceptance. Compositex shall receive the acceptance of this order within 5 working days. Should this term elapse without any action, the order will lose its effectiveness, without prejudice to the right of Compositex to consider its late acceptance by the supplier as still valid and effective. The acceptance of the order implies, on the part of the supplier, the approval of the purchasing conditions set forth on the order itself and the waiving of its own sales conditions, also when the latter are enclosed to the offer or order acceptance. Any changes to the ordered materials or to the purchase terms shall not be accepted, unless confirmed in writing by Compositex.

2. Enclosed documentation. For each delivery, the transport documents, invoices and all correspondence shall quote the reference number of this order and the related order position to which they refer (for example: P/N and/or ID code, Name, any S/N, position 0000x, order 0000x, etc.).

3. Delivery. The delivery terms are always essential. After 5 working days from the delivery deadline, Compositex reserves the right to cancel the whole order and/or part of it, without prejudice to its right to compensation. Any delays in the delivery shall be promptly agreed upon with our purchasing department at the following e-mail address: acquisti@compositex.com

4. Prices. Unless otherwise agreed in writing, the prices are deemed to be fixed and invariable regardless of the occurrence of circumstances of any kind whatsoever, even unpredictable, affecting the costs in any way. Therefore, the application of articles 1467 and 1664 of the Italian Civil Code is expressly excluded.

5. Invoicing. Invoices and all correspondence shall quote the reference number of this order. Your invoice shall state the following data: - BANK NAME - Current account number - CIN code - IBAN code; your invoice shall be sent to the administration department of COMPOSITEX SRL, strada Pelosa 179, 36100 Vicenza, Italy. For any administrative issue concerning invoicing, kindly send a communication to the following e-mail address: amministrazione@compositex.com

6. Measurement, tests and final testing, and quality notes. The supplier shall deliver, together with each supply, a transport document accompanying the goods and a "Declaration of Conformity" (DoC) explicitly certifying that the product and/or the execution of the processing have been carried out in a controlled form and in compliance with all the requirements, including those defined as special, as well as with all critical elements, key features, specifications, instructions, procedures, drawings, mathematic calculations or anything else provided by Compositex upon order, besides being compliant with the binding rules, regulations, laws applicable or that were already delivered and quoted "by reference" in the order itself. The supplier shall also provide, upon request, a periodic validation of the test reports for raw materials.

If the order provides for the final testing of the supply, this operation shall be carried out, at the expense of the supplier, in accordance with the manners and terms agreed upon.

7. Subcontracting. The supplier shall apply to any subcontractors the same requirements set forth by this order, including, if required, the key features. The production and design activities shall be performed in accordance with the statutory and regulatory requirements relating to the environmental management of the use of hazardous substances and the availability of documents and/or resources to reduce and control the assessed risk, pollution, treatment, process changes, control systems, and replacement of materials.

8. Quality system and records. The supplier shall ensure that the processing performed for the organization is subject to a Quality Management System (QMS) certified by a third party. If the supplier does not have its own certified QMS, it shall in any case ensure full tracking, recording and traceability of all documentation concerning the finished product and the materials used for its manufacture.

9. Access right. The technicians entrusted by Compositex shall have the right to access, at any time with prior notice, the premises of the supplier or of any suppliers of the latter, in order to verify the execution and progress of the works being the subject of the supply, as well as the compliance with the agreed conditions. Such verification right may be exercised both during and after the execution of the supply. If, during such inspections, should the Compositex technicians ascertain that the execution of the supply is not proceeding according to the established conditions, they may require the supplier to modify the works in order to comply with the agreed upon terms. Access right shall be granted also to customers and/or governmental authorities of Compositex: for the purpose of these activities appropriate support shall be granted by you and your suppliers.

10. Guarantees. The supplier guarantees that the supply is free from any defects and faults and that the processing was carried out in a professional manner even with regard to product safety. Notwithstanding the provisions of the 1st paragraph of Article 1495 of the Italian Civil Code, Compositex may report defects to the supplier upon using the purchased product/processing. Any checks, inspections and final tests carried out pursuant to paragraph 9 of these conditions do not cancel or reduce the responsibility of the supplier. Moreover, the supplier assures the smooth operation of the subject of this supply for the period set forth by law. Compositex may reject the controlled material if it does not fully meet the requirements. The failure to use this right does not cancel the liability of the supplier. If Compositex returns to the supplier the materials being the subject of the supply as a result of the foregoing, the supplier shall bear any charges related to such return, including transport expenses. The simple delivery of the ordered products does not imply the acceptance of the goods; such acceptance shall take place after inspection/testing at the Compositex premises that shall occur when the purchased product/processing is used. In case of rejection or detection of hidden defects, the supplier is required, at Compositex choice, to repair and/or replace for free the defective and/or non-conforming products or to accept the non-charging of an amount equal to the purchase price by simultaneously making available to Compositex the products themselves. This without prejudice to the right of Compositex to claim for compensation of any greater damages arising from the non-suitability of the products supplied by the supplier.

11. Management of nonconformities. It is hereby required that any nonconformities involving derogations/concessions regarding safety, reliability, maintainability, testability, interchangeability, service life or stock life, or functional characteristics or costs of the product are promptly submitted for approval by Compositex. Any request for derogation shall be sent to our quality office, to the following address: f.massaro@compositex.com.

12. Risks. The risks related to the goods shall pass to Compositex upon delivery at its warehouses or to the recipient. The transfer of the risk takes place only upon delivery and related receipt signature, as described above. Before that moment, during the manufacturing process carried out for Compositex and until the delivery, the supplier shall ensure a proper management of risks, both internal and external, related to all contingencies and issues that may arise related to the product to be supplied.

13. Drawings, technical documents and equipment. The drawings, specifications, standards and tables, and any technical documents, as well as the know-how, samples and equipment made available to the supplier by Compositex shall remain the exclusive property of Compositex and may be used only for the execution of the submitted orders. At the end of the supply they must be returned in good working condition. Except for the execution of this order, the supplier shall not copy or reproduce the items mentioned above, nor allow their use by third parties without prior written permission by Compositex. The supplier is required to take the necessary steps to assure a good preservation of the drawings, designs, samples and equipment received for the execution of this order and shall also provide, at its expense, to perform routine maintenance.

14. Special processes. Each special process (defined in this way when the final checks are not sufficient to assure its conformity) shall be validated against specifications of the requirements and qualification of the entrusted personnel. If one or more special processes are sub-contracted the supplier is required to notify the name of the sub-supplier, the type of process and the qualification status, as well as the related report number.

15. Environment, safety and ethics. The supplier is also required to comply with binding rules, laws and requirements relating to environmental management, the use of hazardous substances (also with reference to the REACH and RoHS regulations and directives) and the availability of documents and/or resources to reduce and keep under control the assessed risk, pollution, processing, process changes, control systems and replacement of materials. The importance of an ethical behavior with regard to the environment, product safety and the safety of all the resources used, as well as to the respect for human and work rights with reference to the personnel and among the latter is also required and implied.

16. Confidentiality. Given the need to protect the trade secrets and confidential information of which your employees might become aware with reference to the subject of this order, it is hereby agreed upon that your company will notify your employees in order to let them undertake commitment not to disclose to anyone, in any form whatsoever, the information of which they might become aware during the execution of their work, concerning studies, work processes, etc., of our company or third parties involved with us in the different realizations, as well as on the organization of the company, the special directives, programs, projects, administrative peculiarities and any individual element in general that within each company has confidential nature and is destined to remain secret. Moreover, it is further agreed that your company shall notify to your employees that they cannot use such information in activities being in competition with those of our company.

17. Infringement of third-party rights. The supplier guarantees that the subject of the supply does not infringe the rights of third parties, including trademark or patent rights, and undertakes to indemnify Compositex against any damage, cost or expense that the latter may suffer as a result of claims, rights or other third-party claims related to any such infringement.

18. Counterfeited parts. The supplier shall plan, implement and control processes, appropriate to their organization and product, to assure the prevention of the use of counterfeited or suspected counterfeited parts and their inclusion in products delivered to Compositex.

19. Material destined to processing. If the material is provided by the supplier, Compositex is entitled to obtain the documentation showing the required quality of the material supplied. If the material is provided by Compositex, or on behalf of the same, the supplier has the obligation to check it at its own expense and insure it against the risks of fire and theft.

20. Assignment of receivables. Receivables for the supplier arising from the order cannot be transferred; the order itself cannot be assigned without the written consent of Compositex.

21. Intellectual property. The supplier grants to Compositex the free right to use all intellectual property acquired out of the activities required hereunder and used for the development of the same. The ownership of all the results achieved within the framework of the activities covered by this contract shall be of Compositex. They may not be transferred, disclosed to third parties or disseminated in any way whatsoever without the prior written consent of Compositex.

22. Disputes. For any dispute regarding the interpretation and execution of this order, the parties agree as of now that they shall be submitted to an arbitration panel that shall decide irrevocably; such panel shall consist of three members of whom one appointed by Compositex, one by the supplier and one by the president of the Chartered Accountants of Vicenza at the request of the parties or of the most diligent party. The arbitration panel shall decide as a friendly arbiter, without any particular formalities.

For any matter not defined herein, the descriptions and the remarks specified on the order itself shall apply.

The products indicated on the purchase order are destined to the Organization and may be subject to surveillance.