

**TERMS OF PURCHASE****Art. 1 SCOPE OF APPLICATION**

These general conditions ("general conditions") govern purchase by **duemme** S.p.A. (hereinafter **duemme**) of goods and/or services provided and/or produced by third parties (hereinafter, Supplier). Each individual supply contract and/or agreement is governed by these General Conditions for Purchase. The special conditions given in the individual purchase orders shall prevail exclusively over the general conditions and may constitute an exception to them. The General Conditions for Purchase and any special conditions may neither be changed nor added unless there is a written agreement between **duemme** and the Supplier. The general conditions for purchase shall apply to all purchase orders that **duemme**'s administration sends to the Supplier. Any ineffectiveness of a clause in these conditions or of subsequent integrative agreements shall not entail nullity of the other conditions. The parties shall agree upon a replacement clause that reflects the financial aim as much as possible.

**Art. 2 PURCHASE ORDERS**

After the Supplier submits the designated technical offer/quote, **duemme** will draw up a written purchase order drawn up on company forms and including all information needed to properly identify what is in the supply and all auxiliary and extra requisites required by the certification, accreditation or applicable product standards and send it to the Supplier. Only the Suppliers previously qualified by **duemme** and added to the list of qualified suppliers may be deemed usable for the **duemme** goods and/or services procurement process. Each individual supply agreement shall enter into effect in the moment that a copy of the purchase order is turned in to **duemme** duly signed by the Supplier in agreement. The purchase order must give: goods and/or services under the purchase order, amount, characteristics and delivery deadlines, prices, payment means and deadlines and any particular purchasing conditions even as an exception to the general conditions for purchase. The purchase orders **duemme** issues refer back to these General Conditions for Purchase which reference the **Impartiality & Confidentiality Policies** – **duemme** bears the greatest responsibility for the impartiality of its business and at the same time for the guarantee of the confidentiality of information it learns in order to provide the service on all levels of its organisation; it works with process and organisational management logic to face the impartiality and confidentiality requirements (in addition to the prescriptions under GDPR 746/2016) and internally works together with all in-company parties involved so that each individual makes his or her own contribution to managing the requirement. The "Policy and Commitment for Preserving Impartiality" and the "Policy and Commitment for Managing Information Confidentiality" are shared with all company and contract staff and communicated to the Relevant Parties over the company website [www.duemme.net](http://www.duemme.net). To be a **duemme** Supplier, the Supplier itself, every one of its employees, outside partners involved and any other figure that deems they must be involved in the procurement process, is asked to be proactive in intransgressibly managing both of the abovementioned requirements and with the signature of the related forms.

**Art. 3 SUPPLIER'S OBLIGATIONS**

Without prejudice to the obligations concerning impartiality and confidentiality mentioned in the last article and shared with the Supplier through the proper forms sent by **duemme**, in carrying out the supply the Supplier must avail of employees, partners and/or qualified consultants (hereinafter, Appointees), equipped with specific technical skills and proven experience related to the type of goods and/or services ordered. The Supplier shall undertake to deliver **duemme** the technical documentation related to the supplies, like the product compliance certificate and the manual for assembly, use and maintenance of the goods and/or services provided.

**Art. 3 PRICES**

The prices agreed on and listed in the purchase order were set after **duemme** and the Supplier went through business negotiations. The payment conditions and deadlines listed on the purchase order are also listed on the individual purchasing invoices.

**Art. 5 CONTENT OF THE SUPPLY**

The content of the supply is clearly identified on the **duemme** purchase order along with the amounts and any other applicable technical specification, including inspections of that ordered upon receipt. The following form an integral part of the supply together with the individual goods and/or services made by order of **duemme**:

5.1. **duemme**'s acquirement of the ownership of all documents and technical papers made by the Supplier and/or any of its sub-suppliers with reference to the specific project or product listed on the purchase order, as well as any other document necessary for assembly, maintenance and use of the goods and/or services provided or in any event requested as part of the supply;

5.2. the broadest rights of usage for **duemme**, transferable to third parties, of the Supplier's industrial property rights (brands, inventions, drawings and models) related to the goods and/or services made by the Supplier, including their production methods and processes.

**Art. 6 DELIVERY DEADLINES AND PACKAGING**

The delivery dates listed on the purchase order are binding for the Supplier and are to be deemed essential to correctly carrying out the order. If the supply in a purchase order is late, **duemme** shall reserve the right to fine the Supplier - without prejudice to any right to termination and compensation for any damages suffered - 0.5% of the value of the purchase order total for the supply not delivered by the deadline set under contract for each week of delay that passes. The total sum of the fine may not exceed 10% of the value of the late supply's purchase order. The correct delivery address is the one on the purchase order. The Supplier shall be released from its delivery obligation by handing over the goods to **duemme** in the place indicated on the purchase order.

The shipment documents that come with the goods must always bear the date, number and date of the order of reference, material code, description of the product/service, amount, gross and net weight of the boxes and mode of shipment.

The Supplier must see to adequate packaging for the supply based on that specified in the purchase order, or if not specified, according to the best techniques generally applied in commercial uses, in any event remaining liable for any damages to the supply as a result of unsuitable packaging.

**Art. 7 FORCE MAJEURE CAUSES**

If there is an event of force majeure (just to give an example, like earthquakes, fires, epidemics, etc.) that could compromise the delivery dates agreed upon, the Supplier must immediately inform **duemme** in writing, specifying the extent of the estimated or actual consequent delay. The Supplier must in any event take all actions aimed at reducing the delay and making up for lost time. Any new delivery date must be agreed upon between **duemme** and the Supplier in relation to the hindrance of the force majeure cause. If a force majeure cause leads to a delivery delay of over 30 (thirty) days, **duemme** shall reserve the right to cancel the purchase order at any time by sending registered mail with return receipt, fax, email or a certified email to the Supplier.

#### **Art. 8 ACCEPTANCE OF THE SUPPLY AND GUARANTEE**

The Supplier guarantees that the supply is free from defects that make it unsuitable for its intended use or that considerably decrease its value. The Supplier is responsible for damage caused directly to things or people and directly attributable to a defective part or parts of its supply. The Supplier is required to hold **duemme** harmless against any request for compensation as a consequence of non-compliance and unreliability of its supply, compensating **duemme** for any damage suffered. **Duemme's** acceptance of the supply is dependent upon ascertainment of its compliance with the quality and quantity conditions that **duemme** requested in the purchase order and any other requisite related to inspection upon receipt stated on the purchase order. Besides the primary checks done upon delivery (quantity, quality and document checks), **duemme** shall reserve the right to do any other in-company checks on the supply; once these technical checks have been passed, the Supply will either be accepted as compliant to the requests or not.

The deadline for notice as set forth in articles 1495 in 1497 Civil Code is set at 30 (thirty) days from **duemme's** discovery of any defects or low-quality. The Supplier shall undertake to repair or replace the good under its own responsibility and at its own expense with one that is compliant with the prescriptions on the purchase order, without prejudice to any of **duemme's** rights to termination and compensation for damages.

#### **Art. 9 UNILATERAL WITHDRAWAL**

**duemme** shall reserve the right to withdraw from the purchase order at any time, even after the purchase order itself has begun being fulfilled, by registered mail with return receipt, fax or email to be sent to the Supplier with 20 (twenty) days' prior notice to the set delivery date. In this case, **duemme** shall pay the Supplier a sum equal to the value of the regularly performed service (at contractual prices) for delivery of the supply up until the withdrawal date.

#### **Art. 10 TERMINATION**

If the Supplier implements serious non-compliance with these general conditions for purchase and any attachments or conditions stated on the order itself, in a timely manner, **duemme** shall send the Supplier a proper warning to comply. If the non-compliance goes on for over 15 days starting from the date the warning was received, the purchase order shall be deemed terminated by law as set forth in art. 1454 Civil Code.

The Supplier shall be obliged to compensate all direct or indirect damages that **duemme** suffered due to the unavailability of the goods purchased or the services provided. **Duemme** may also terminate the purchase order if the following conditions subsist: a third-party company gains control over the Supplier; in case of insolvency, liquidation, controlled receivership, extraordinary administration, preventative agreement or bankruptcy of the Supplier.

#### **Art. 11 EQUIPMENT, MATERIAL BELONGING TO DUEMME**

The drawings, moulds, equipment, sample pieces and IT mediums that **duemme** hands over to the Supplier to carry out the purchase order shall remain **duemme's** property and must be returned to it in good conditions once the purchase order has been fulfilled. It is expressly agreed that in no case may they be copied and the Supplier must use them only to fulfil the **duemme** purchase order. Moreover, the prescriptions given under Art. 2 above on "Impartiality & Confidentiality Policies" shall apply with reference to be made to the commitments signed in terms of confidentiality and impartiality in managing one's work as the supplier of **duemme**.

#### **Art. 12 PATENTED PRODUCTION SUPPLIES**

The Supplier guarantees the supply is not produced in infringement of patents or exclusive licenses and the legality of its use and sale in Italy as well as abroad. The Supplier shall undertake to relieve **duemme** and hold it harmless against any recourse, lawsuit or request for compensation asserted by third parties for the use and sale of that cited above.

#### **Art. 13 CONFIDENTIALITY**

Besides that expressly cited in Art. 2 above, the Supplier shall undertake not to advertise mentioning **duemme's** name. All the information on the purchase order, anything attached to it and anything **duemme** provides over the course of the supply must be deemed strictly confidential and secret. Confidential information includes all the documents and activities performed by the Supplier to make the supplies that **duemme** ordered. Instead, this does not include the Confidential Information that the Supplier may demonstrate it already knew, that is, of public dominion, at the time that **duemme** communicated it - that information which after having been communicated becomes public dominion for reasons that have nothing to do with non-compliance by the Supplier and/or the appointees and/or the sub-suppliers employed by **duemme**, as far as the confidentiality obligations required by these general conditions for purchase. The confidentiality obligations shall however remain valid for 10 (ten) years after the supply is finished. All the documentation made available to the Supplier to fulfil the order shall remain **duemme's** property and must be returned upon **duemme's** mere request.

#### **Art. 14 COMPLAINTS**

**Duemme** handles every complaint received from a Stakeholder in compliance with its internal management procedures. Anyone who means to send a complaint must send a written communication to [info@duemme.net](mailto:info@duemme.net) specifying the purpose of the complaint in detail and the reasons for the complaint. On its part, **duemme** shall address the complaint according to its internal procedures, confirming receipt of the complaint to the claimant, keeping him or her informed up until the complaint management procedure is concluded.

#### **Art. 14 PERSONAL DATA PROCESSING**

With reference to Legislative Decree 196/2003 (privacy code) and the subject's rights set forth by art.7 of Legislative Decree 196/2003 and the prescriptions of the new EU Regulation 2016/679 (GDPR) on protection of personal data, authorising processing of one's personal data, one's appointees and sub-suppliers and the relative communication to the parties listed in the privacy information itself for the purposes listed therein.

#### **Art. 15 APPLICABLE LAW AND COURT WITH EXCLUSIVE JURISDICTION**

Italian law shall be applied to the supply of goods and services. For any dispute that may arise between **duemme** and the Supplier concerning interpretation and/or carrying out these general conditions for purchase and any individual supply agreement they govern, the Court of CREMONA shall have exclusive jurisdiction.