

UNITEAM ITALIA SRL GENERAL TERMS AND CONDITIONS OF PURCHASE (rev2_12.01.2018)

1. These General Terms and Conditions of Purchase shall apply to all purchase order and contracts raised by Uniteam Italia Srl (hereinafter referred to as UNITEAM) in favour of its Suppliers, as regards to any type of product, equipment, service or processing. Unless otherwise agreed in writing the Supplier's terms and conditions of sale are herewith explicitly excluded.
2. The purchase order (or purchase contract), is considered to have been executed when a copy of the order, duly stamped and signed by the Supplier on each page for acceptance, is returned to UNITEAM within 10 working days from the date of receipt. After this deadline has expired, the purchase order shall be considered as tacitly accepted in its entirety. The commencement of work by the Supplier corresponds to the acceptance of the terms and conditions contained therein.
3. The amount agreed in each contract is to be considered a "fixed price", with a pre-determined fee, fixed and invariable. Consequently, no additional charges are accepted unless otherwise agreed in writing between the parties.
4. The delivery date agreed upon and specified in the purchasing contract are to be considered as binding and essential requirements.
5. In case of delay in the delivery of the product or service specified in each purchase order, UNITEAM is entitled, on its discretion and simple request, to a penalty of 0.5% of the order value for each day of delay, without prejudice in any case to the right to claim any further damages suffered.
6. Should the delay extend beyond 30 days as from the agreed date, this shall represent a serious breach of the contract and may result in the termination of the contract in accordance with Art. 1456 of the Italian Civil Code, upon prior notice from UNITEAM of its intention to avail itself of this clause, by giving 5 working days' notice, and without prejudice to the right to claim any further damages suffered.
7. The obligation to deliver the Product shall be considered as fulfilled only when performed as DAP (Delivered at place) to the UNITEAM premises and/or to the location stated by the same.
8. Unless otherwise agreed in writing, the transport cost to either UNITEAM premises or to the destination specified by UNITEAM, shall be borne by the Supplier and paid directly by the latter to the shipping agents-freight carriers. The Supplier guarantees UNITEAM to have given advance notice to the shipping agents-freight carriers, that the consignee is released from all liabilities whatsoever, even in recourse.
9. The Product supplied must be packed in a suitable manner for the transport to its destination and it must be marked and labelled in accordance with currently applicable regulations and legislation.
10. The supply must be carried out in accordance with the best working practice and standards, complying with the agreed specifications and with the relevant laws and regulations in force on the date of each order.
11. The Supplier guarantees full and constant compliance with current legislation and collective agreements relating to employment, insurance and social security coverage as well as safety, health and hygiene at work and the protection of the environment.
12. The Products delivered by the Supplier are accepted subject to further verification and inspection. Within a period of 60 days as from the delivery of the product, UNITEAM reserves the right to verify the state, the quality and the quantity of the delivered product, and to perform any necessary test, where foreseen.
13. UNITEAM reserves the right to claim faults or defects within 20 days from their discovery.

14. Should the order refer to the supply of an equipment intended for mass-production being performed at a third party premises (the end user), the supply shall be considered finally approved only upon receipt of the final validation of the end user.

15. Unless otherwise agreed in writing, the Supplier grants, in favour of UNITEAM, a specific commercial/conventional Warranty covering the product sold, for the duration of 2 (two) years as from the delivery date to the premises of the end user and the corresponding 'start-of-production' date. With specific regard to equipment, including moulds and automations, the minimum guaranteed functionality must be of 1 million cycles. Within the Warranty obligations the Supplier shall be liable for all faults and defects making the product unsuitable for its intended use and/or significantly decreasing its value, as well as for all malfunctions and non-compliance with the initial requirements. In the event of defects or faults being discovered, UNITEAM reserves the right, at its own discretion, to reduce the price of the product, to ask for its repair or replacement, or make it repaired by a third party charging the Supplier the incurred costs. Without prejudice in any case to the possibility for UNITEAM to terminate the contract and/or to seek compensation for the damages suffered.

16. In all those cases where the product is custom-made and/or made exclusively for UNITEAM, the corresponding industrial and intellectual property rights shall remain, at all times, vested in UNITEAM, including but not limited to patenting and modelling rights, copyrights and rights to the Confidential Information, pertaining to the projects and the technical information supplied from UNITEAM to the supplier on the occasion of the execution of this order.

17. The Supplier guarantees that the Product subject of the supply contract, does not infringe third-party rights in any way whatsoever, including, but not limited to, copyrights as well as rights relating to trademarks, patents, industrial secrets, confidential information and other third-party property rights; moreover, the Supplier undertakes to hold harmless and indemnify UNITEAM against any third-party claims relating to the infringement of such rights.

18. The information submitted by UNITEAM to the Supplier, such as data, corporate information, technical specifications, materials, standards, processes, methods, technical solutions, know-how, principles of operation, technical drawings, designs, analyses, studies, rules, procedures, tables, industrial applications, manuals, software, must be treated as strictly confidential, and therefore cannot be used, reproduced, made accessible, communicated or disclosed in any way whatsoever to third-parties, without a prior written consent from UNITEAM. The Product and/or its principles of operation cannot be used for demonstration purposes and cannot be reproduced on illustrative, promotional or advertising material without a previous written consent from UNITEAM.

19. Any samples, any Confidential Information as well as any other material or document belonging to UNITEAM shall be promptly returned to the latter, upon conclusion of the contract, or in any case, upon request.

20. UNITEAM shall comply with the obligations contained in the non-disclosure and confidential agreements undersigned with its Customers, it is therefore assumed that with the execution of this order the Supplier undertakes the same obligations.

21. Unless otherwise agreed in writing, Rights of Retention and Reservation of Title on the goods sold, in favour of the Supplier, are herewith expressly excluded.

22. The passing of risk takes place when the goods have been handed over to UNITEAM. The Supplier shall be responsible for the risk coverage up to the point of delivery.

23. The Supplier is not entitled to sub-contract, in whole or in part, the supply of the product without a prior written authorisation from UNITEAM. In any case, all goods must be accompanied by a declaration of origin.

24. These General Terms and Conditions of Purchase form an integral part of every purchase contract signed between UNITEAM and the Supplier. Any other differing term and condition shall be considered null and void unless expressly agreed upon in writing by both parties.

25. The Supply contracts and these General Terms and Conditions of Purchase are governed exclusively by Italian law.

26. All disputes arising from or pertaining to the Supply Contract, should the attempt at conciliation - in accordance with Art. 10 of Law 192/98 - fail, shall be dealt with exclusively by the Court of Treviso, Italy.

Signed for acceptance
(Date and Supplier's signature)

Pursuant to and in accordance with the second paragraph of Art. 1341 of the Italian Civil Code, the following clauses are approved and signed expressly by the Supplier:

2 (acceptance); 4 (delivery); 5 (penalty); 6 (termination); 7 (delivery); 10 and 11 (legislation and standards); 13 (complaints); 14 and 15 (warranty and approval); 16 (industrial and intellectual property); 17 (indemnity); 18, 19 and 20 (confidentiality obligations); 21 (exclusions); 23 (subcontracting); 25 e 26 (law and jurisdiction).

Signed for acceptance
(Date and Supplier's signature)
