

General Terms and Conditions of Purchasing of Bossard Italia S.r.l.

1. The present General Terms and Conditions (hereinafter referred to as «GTC») shall automatically and exclusively apply to and govern all and any quotations and offers, agreements, supplies and deliveries as well as services executed or rendered by any supplier (hereinafter referred to as «Supplier») to Bossard Italia S.r.l. a Socio Unico, via Pablo Picasso, 36, 20025 Legnano (MI), Italy (hereinafter referred to as «Bossard») and/or to any of Bossard's subsidiaries and affiliates. Any person and/or entity which, as the case may be, execute the present GTC together with Bossard, including all and any of such people or entity's subsidiaries and affiliates shall be deemed a Supplier.
It is understood between Bossard and Supplier that all of Bossard's rights under the present GTC shall also accrue to – and thus may also be exercised by – any and all of Bossard's subsidiaries and affiliates. Hence not only Bossard but also its subsidiaries and affiliates shall be, if they wish so, treated by Supplier as its customers.
2. Bossard and Supplier hereby agree, that Supplier shall provide Bossard and – upon request (particularly based on respective Logistic System) by and on behalf of Bossard – Bossard's customers (hereinafter referred to as the «Customers») with the goods and/or services as referred to in the present GTC.
3. Under the present GTC, Supplier shall supply:
 - the parts referred to in Bossard's order/s accepted by Supplier (hereinafter referred to as «Accepted Order/s»), and
 - any other the parts which might be listed in the present GTC, which parts shall hereinafter be collectively referred to as «Parts».
 Under the present GTC, Supplier shall provide:
 - any services that can be reasonably expected from a Supplier of parts of the kind covered by the present GTC, and
 - any other services which might be listed in the present GTC, which services shall hereinafter be collectively referred to as «Services».
4. Supplier warrants that Goods supplied to Bossard does not contain any Conflict Minerals as described under US Dodd-Frank Act Section 1502. Supplier is responsible to inform Bossard of substances of very high concern in accordance with the current candidate list (SVHC) defined by REACH (EC 1907/2006) above a threshold of 0.1% (w/w). Supplier is responsible to inform Bossard of substances defined by RoHS (2011/65/EU) and its amendments above the specified threshold.
5. Supplier is aware of the fact that full compliance with all its duties under the present GTC is crucial to Bossard's ability to fulfill its obligations towards Customers.
Thus Supplier hereby undertakes to supply the Parts and to provide the Services:
 - upon request by Bossard, on a just-in-time basis and/or on short notice;
 - either to Bossard or, upon request by and on behalf of Bossard, to Customers.
6. Where the present GTC are silent with respect to a particular issue, the mandatory and non-mandatory provisions of the proper law of the present GTC (17. hereinafter) shall apply.
7. It is understood between Bossard and Supplier that in order to properly handle any Logistic System, Bossard needs to have sufficient flexibility as to the timing and quantity questions related to its orders under the present GTC.
Hence, Bossard and Supplier may mutually define the measures granting such flexibility and at the same time controlling the thereto related consequences, including but not limited to measures relating to the avoidance of stock outs, overstock and obsolescence on the part of Bossard and/or Supplier.
8. Unless Bossard and Supplier have otherwise mutually defined in writing,
 - Supplier shall be bound by the arrival dates and delivery quantities stated by in the Accepted Order/s, and
 - No short delivery and excess delivery in the amount of +5% shall be deemed delivery of the due delivery quantity.
 The arrival date shall be defined as the date on which the Parts arrive in Bossard's or (as the case may be) Customers' premises at the Place/s of Destination referred to in the Accepted Order or, in the absence of such reference and/or of an Accepted Order, as might be defined in the present GTC.
Unless otherwise provided in the present GTC, any reference to a Place of Destination shall be deemed a reference to the unloading ramp at such Place of Destination.
Advance and excess deliveries as well as partial deliveries shall require Bossard's explicit prior written approval. If advance deliveries or partial deliveries are kept, the due dates for payment shall be calculated as from the proper arrival date.
Bossard may – at the cost and at the risk of Supplier – return to Supplier or store (also in Bossard's or Customers' premises) any advance or excess deliveries.
Any late, short or not approved partial delivery of Parts to Bossard and – on behalf of Bossard – to Customers respectively as well as any situation where Customers' inventory levels cannot be duly maintained with Parts («Stock out Situation») due to Supplier not complying with the provisions of the present GTC shall constitute a default by Supplier in delivery.
Default in delivery shall not be subject to a reminder. Upon default in delivery Bossard shall at its sole discretion be entitled – not being subject to grant a grace period – to ask for subsequent delivery or to withdraw from the respective order.
In the event of a default in delivery, Supplier shall in any case and unconditionally be liable to Bossard and Customers for every kind of thereto related direct, indirect or consequential damages and losses (including but not limited to merely financial damages and losses such as loss of profit) as well as for all additional costs relating to such default in delivery.
9. Supplier shall adhere to high quality standards as being important with regard to the performance of its obligations under the present GTC.
In producing and delivering the Parts as well as in rendering the Services, Supplier shall comply with the provisions in the present GTC and with all applicable laws and regulations.
Bossard or – with Bossard's consent – Customers may at their expense subject Supplier to a quality control audit.
In case such quality control audit will confirm that Supplier's existing quality control system does not reasonably meet Bossard's and/or Customers' requirements, the parties shall mutually define and introduce additional adequate procedures regarding quality control.
10. Supplier shall deliver the Parts:
 - according to the specifications referred to in drawings, plans and any other order documentation submitted by Bossard or – with Bossard's consent – by Customers, or; and
 - in accordance with the present GTC using materials and components that are new and of satisfactory quality;
 - or where such reference has not been made or if and to the extent that such order documentation has been rejected by Bossard or – with Bossard's consent – by Customers according to the specifications listed in the current edition of Bossard's catalogues and brochures respectively and to the product-standards DIN, ISO, SN and the thereto related technical terms of delivery.
 Supplier shall insure that the Parts comply with the specifications set forth above. Supplier shall gather all necessary information and shall make sure all open issues to be resolved prior to acceptance of the relevant purchase order.

11. *Supplier* warrants that all *Services* will be performed in accordance with the provisions of the present *GTC*.

12. *Supplier* warrants that all *Parts* will be free from defects and meet the specifications set forth in 9. above.

Supplier warrants that all *Parts* will be free from any third party claims. This also includes any intellectual property rights of third parties.

Supplier furthermore warrants proper packaging and compliance with any regulations regarding the transport of the *Parts*.

If the *Parts* are altered according to the specific needs of *Bossard* and/or *Customers*, this shall not affect the above stipulated warranty, provided that *Supplier* has not explicitly advised *Bossard* in writing against respective adjustment.

The warranty term shall be 36 months from the delivery of the *Parts*. The rights pursuant to this warranty shall not be forfeited even if *Bossard* fails to make an immediate complaint for defects. The warranty term shall start anew upon delivery of replacing *Parts* and respectively after a repair/rectification has been carried out in accordance with the present *GTC*. Said warranty term shall also apply to every kind of direct, indirect or consequential damages and losses (including but not limited to merely financial damages and losses such as loss of profit) as well as to all additional costs relating to a defect. If *Customers* or any other third party raise a claim against *Bossard* after expiry of said warranty term, *Bossard* shall be entitled to claim, within one year from having effected payment/performance to such third party, full indemnification by *Supplier*.

Above warranties and thereto related undertakings by *Supplier* (including but not limited to any extension of warranty terms and the same) shall also cover all *Parts* from sub-contractors.

13. During the warranty term, *Bossard* and – with *Bossard's* consent – *Customers* respectively shall have the right to demand, at their sole discretion, replacement delivery of *Parts* in perfect condition or repair and rework respectively of defective *Parts*.

In urgent cases or in the event of *Supplier* delays, after notice has been given to *Supplier*, *Bossard* and – with *Bossard's* consent – *Customers* respectively may make the replace, repair and rework respectively itself/themselves or through third parties at the cost/expenses of *Supplier*.

In addition to replacement deliveries, repair and rework, *Supplier* shall fully indemnify *Bossard* and – upon request by *Bossard* – *Customers* for all damages caused by a *Part* and/or a *Service* not delivered and performed respectively in accordance with the present *GTC*. *Supplier* shall fully indemnify *Bossard* and – upon request by *Bossard* – *Customers* in particular for every kind of direct, indirect or consequential damages and losses (including but not limited to merely financial damages and losses such as loss of profit) as well as for all additional costs related to such *Part* and/or such *Service* not delivered or performed in accordance with the present *GTC*. Said right to indemnification shall also cover damages to third-party products and production downtime as well as claims for damages by *Customers* or any other third parties against *Bossard* and/or – as the case may be – against *Customers* for violating the rights of third parties and/or – as the case may be – of *Customers* and the costs arising there from.

The risk of loss for any rejected *Part* shall remain with and respectively revert to *Supplier* until all replacement, repair and rework respectively has been performed and until the replacing, repaired or reworked *Parts* become again or remain under the care, custody and control of *Bossard*.

14. *Bossard* and *Customers* shall be exempt from their statutory obligations to examine and test the *Parts* upon delivery in accordance with applicable law (acceptance inspection).

Hence, *Supplier* shall be responsible that the *Parts* comply with the specifications set forth in 9. above and shall thus be in charge of respective examination and testing.

In any case, all defects must be notified by *Supplier* to *Bossard* in writing immediately after their detection.

15. As to the *Parts*, the prices and the terms of payment shall be valid and binding as referred to in the *Accepted Order* or, in the absence of such reference and/or of an *Accepted Order*, as might be set out in the present *GTC*.

All *Services* are offered to *Bossard* at no additional cost as the prices of the *Parts* include such costs of *Services*.

Unless otherwise provided in the present *GTC*, all and any taxes (except VAT), duties, fees and other charges levied by any relevant authority in connection with the *Supplier's* performance of the *GTC*, shall be borne by the *Supplier* and included in the agreed Price. All and any taxes, duties, fees, costs and expenses associated with any custom formalities (including all appropriate licenses and authorizations) necessary for export and import, shall be in accordance with the applicable Incoterm and to the account of the party as defined by the relevant Incoterm.

Though, the *Supplier* shall undertake all reasonable necessary actions within the limits of the applicable laws and regulations in order to enable *Bossard* to recover VAT. The *Supplier* shall execute all reasonable instructions *Bossard* might give from time to time thereto.

The *Supplier* shall supply to *Bossard* and/or *Customers* and file with the proper authorities any documentation that may be required for the purpose of export and/or import. Each delivery must be accompanied by all necessary customs documentation and declaring the transactional value of the said delivery. The *Supplier* shall follow and abide by any changes in applicable customs legislation applicable to the supply of the *Parts*.

16. *Bossard* and *Supplier* shall use all information received in connection with the present *GTC* and identified as confidential or proprietary only for the purposes of the present *GTC* and shall keep such information confidential from third parties with the same degree of care as each would apply to its own confidential and/or proprietary information, provided that said information is not public knowledge and is not proven to be independently developed by respective using *Party* or lawfully received by respective using *Party* from a third party. This obligation shall survive the expiration or termination of the present *GTC* for a period of three years. This confidentiality obligation shall survive for a period of three years from the respective last arrival date if no term is defined.

Should *Bossard* offer its know-how to *Supplier* for the manufacture and/or the procurement of *Parts*, title to such know-how and all other rights thereto related shall remain with *Bossard*. *Supplier* shall keep confidential and not to use for its own purposes or that of any third party and not to disclose to any third party any engineering know-how related to non-standardized *Parts* of which it has learned of in the course of the manufacture of such *Parts*.

Drawings and other materials which *Bossard* makes available to *Supplier* for non-standardized *Parts* shall remain *Bossard's* property and are to be marked by *Supplier* as «Property of *Bossard*». *Supplier* shall hand back all such drawings and other materials for non-standardized *Parts* to *Bossard* upon complete supply/delivery of such *Parts* to *Bossard* and / or *Customers*.

Any advertising by *Supplier* in relation to *Bossard* requires the prior written consent of *Bossard*. This includes, in particular, press releases, demonstrations at expositions or tradeshows, production of advertising materials and placement of advertisements.

17. This document and any material transmitted herewith may contain information proprietary to *Bossard*, its customer, subsidiaries or affiliates and such information is not to be used by the *Supplier* for any purpose other than the purpose for which it was transmitted. The information shall be maintained in confidence and not disclosed to third parties without the written consent of the *Bossard*. *Supplier* will execute a Non-Disclosure Agreement as required by *Bossard*.

18. In the event that the present *GTC* do not provide for a binding term, they may be revoked, amended or set aside by *Bossard* only at any time without notice.

All provisions regarding liability and regarding title to the *Parts* as well as to the hardware and software shall continue to be valid even after the termination, setting aside or revocation of the present *GTC*.

Supplier shall not assign any right, benefit and/or interest, either in whole or in part, in any manner whatsoever, without the prior written consent of *Bossard*.

Supplier shall not sub-contract any of its obligations under the present *GTC* without the prior written consent of *Bossard*.

If and as far as provided for in the present *GTC*, *Bossard* may cancel in whole or in part purchase order releases.

In the event the present *GTC* are followed by schedules and/or appendices, these schedules and appendices shall form an integral part of the present *GTC* and shall have precedence over the provisions in 1. through to 18 thereof.

All amendments and additions to the present *GTC* shall be made in writing.

Should any provision of the present *GTC* be or become ineffective or void, the validity of the remaining provisions shall not be affected.

18. The present *GTC*, including but not limited to this choice of law and jurisdiction clause, shall be subject to the rules of Italian law, including but not limited to the UN sales law. The (non-mandatory) conflict of laws provisions shall be excluded. Milan / Italy being the exclusive venue.