



CURTI COSTRUZIONI MECCANICHE SPA

Via Emilia Ponente, 750 – 48014 Castel Bolognese (RA) – Italy

Ph.: +39 0546 655911 – Fax: +39 0546 656202 – www.curti.com

Capitale Sociale € 2.000.000,00 – R.E.A. Ravenna 66430 Iscrizione al Registro delle Imprese di Ravenna – P.IVA e Cod. Fiscale 00081590390

GENERAL PURCHASE AND SUPPLY CONDITIONS (hereinafter **Conditions**)

between

Curti Costruzioni Meccaniche s.p.a., represented by its managing director Mr. Alessandro Curti, with registered offices in Castel Bolognese (RA) – Via Emilia Ponente n. 750 - VAT NO. 00081590390 (hereinafter referred to as **Curti** or the **Purchaser**)

and

(...**COMPANY name....**), represented by its legal representative pro tempore (...NAME OF THE LEGAL REPRESENTATIVE), with registered offices in (...ADDRESS...) (hereinafter referred to as **Vendor** or **Supplier** or **Seller**)

Whereas

- supply relations are entertained between **Curti** and the **Vendor** and the parties are hereto interested in regulating all future contracts signed by the same at the conditions indicated below;
- **Curti** must make available (through its information channels on both paper and electronic support) to the Seller, prior to the subscription of these **Conditions**, documents applicable to supplies (below "**Documents**"), of which merely as an example: supply specifications, work instructions, forms, control plan, data collection sheet, request for exception or concession;
- the **Documents** must be considered an integral and essential part of the **Conditions** and the single supplies must meet that specified therein;
- **Curti** can subject the **Supplier** to a qualification procedure, for which we refer to purchaser procedure no. PR. 7400, that the **Vendor** states to know and accept by signing the **Conditions**;
- **Curti**, in accordance with its internal management procedures, reserves the right to subject the **Supplier** to a qualification process that can be performed through a "desktop audit" or in the condition of an "in-field" audit at the **Supplier's** site.
- the technical specifications, procedure and national and international regulations referred to in the **Documents**, in the documentation sent to the **Supplier** and in the **Conditions** must be considered always referred to in the test in effect upon placing each single order;

the parties agree to the following:

1 – APPLICATION FIELD

1. The **Conditions** apply to all supplies requested by **Curti** from the **Supplier** and are to be considered expressly referred to in each single order

2 - NATURE OF THE SINGLE SUPPLIES

1. The nature of the supplies is only and exclusively the goods and/or services indicated in the single orders and in their enclosures, without, after order confirmation, modifications and/or variations by the **Vendor**, provided that set forth by article 5.
2. Should the **Supplier** have fully or partially terminated the production of the goods and/or services ordered and replaced them with others, they may not be shipped without the **Purchaser's** prior written approval.



mod. ACQU 07.02 [2020.02.12]

3. ORDERS

1. Single purchaser orders shall be sent by **Curti** to the **Vendor** in PDF format and via e-mail, accompanied by any documentation necessary to fill the order (for example, drawings and technical specifications), assuming that the latter is not already in the **Vendor's** possession due to previous supplies or for any other reason.
2. Should the **Supplier** need the documents required to fill the order in other formats (for example, DXF, DWG, STEP, IGES), the same must send a specific request to the **Purchaser's** Purchasing Department at acquisti@curti.com, which must respond to the request within 3 (three) business days.

4 - ORDER CONFIRMATION

1. The **Vendor** agrees to send its order confirmation via e-mail to the e-mail address indicated in article 3.2 within 5 (five) business days from order receipt.
2. Before accepting the order, the **Supplier** agrees to ensure he/she has all the information and **Documents** necessary to fill the order and, in lack thereof, to request the necessary integrations from **Curti**.
3. Delivering the order confirmation binds the **Vendor** to fill the order in the methods, quantities and technical features and conditions indicated in the order, as well as in the drawings and documentation that are an integral part of the same. In the event of discrepancies between the order, documentation and drawings, the order content always takes precedence, requiring the **Supplier** to inform the **Purchaser** of any discrepancies.
4. In any case, and also in the event **Curti**, despite the failure to confirm the order within the terms set by article 4.1, did not revoke the order, it may not be accepted by concluding events by delivering the goods to the **Purchaser**.
5. Should the purchase order not contain price indications due to urgency or supply specifications, the contract shall only be considered closed after the price is communicated by the **Vendor** and accepted by **Curti**. Communication and acceptance must be in writing.

5 - ORDER CHANGES AND SUMMARY OF OUTSTANDING ORDERS

1. In the event the order needs to be changed, even for construction reasons, by the **Vendor** after sending confirmation, the order change must be requested using the "exemption request" form, indicated in the **Documents**, to be sent to the e-mail address indicated in article 3.2 and the same must be expressly accepted by the **Purchaser**.
2. Any acceptance of changes will replace the originally accepted order for all intents and purposes.
3. Should the **Supplier** intend, for any reason, to alter prices concerning accepted orders or filled as per article 4.3, the same must send an express request to **Curti** and the new price shall only be considered applicable when accepted by the **Purchaser**.
4. The **Vendor** who has submitted the request stated in article 5.3 is strictly prohibited from issuing an invoice concerning an order for which a price change was proposed before the new rates were accepted by **Curti**.
5. All order variations must follow the procedure indicated in articles 3 and 4.
6. **Curti** reserves the right to periodically send the **Vendor** an outstanding order summary and, in this case, the **Supplier** must check the correspondence with the data in his/her possession, immediately communicating any discrepancies found.

6 - PURCHASER'S GOODS ON ACCOUNT.

1. Goods, materials, equipment, tools and anything else delivered by the **Purchaser** to the **Supplier** on account or on loan must be kept in good working conditions, to be always distinguishable from the **Supplier** or third parties' goods and be suitably stored to avoid the risk of deterioration, theft and unauthorised use.
2. The **Supplier** is liable for any risk regarding the goods indicated in article 6.1 or derived from the same and shall be held liable for any damages or loss.
3. Any alteration or maintenance on the goods indicated in article 6.1 must be agreed in writing by the **Purchaser**.
4. The goods indicated in article 6.1, unless otherwise agreed by the parties, must be returned



with the supply for which their delivery on account to the **Vendor** was required.

7 - TECHNICAL DOCUMENTATION, MODELS AND INTELLECTUAL PROPRIETY

1. The technical and technological documentation, drawings, models, samples constructed, even partial, software programs and specifications that **Curti** delivers to the **Vendor** or learnt by the same, for the design, experimentation, development or construction of a product, a prototype or spare parts and equipment remain the exclusive property of the **Purchaser** and can only be used to construct the ordered goods.
2. The provision stated in article 7.1 also applies in the event the goods indicated therein were constructed by the **Supplier** on the **Purchaser's** behalf. Even in these cases, therefore, the goods indicted above become property of **Curti**.
3. In the event **Curti** commissioned the **Supplier** to conduct studies and/or construct equipment, whether included in a supply or as an accessory service to the same, the **Purchaser** must be delivered both the design and relevant documents and information to allow **Curti** to independently reproduce the goods in the study and supply. In these cases, both the studies and the constructed items, their design and pertinent documents and information remain the property of **Curti**, exclusively exempting the **Supplier's** know-how.
4. The Supplier must keep the goods and documents indicated in articles 7.1, 7.2 and 7.3 with care and confidential and must return them with the goods. In the event the supply is divided into separate deliveries, the obligation to return these items immediately arises upon order receipt and must be completed by the last delivery.
5. In the event the **Supplier** is authorised by the **Purchaser** to withhold the documentation and goods indicated in articles 7.1, 7.2 and 7.3, the **Vendor** must create and maintain a continuously updated archive according to the revision indexes indicated in the drawings.
6. The **Vendor** may not transmit the goods and documents indicated in articles 7.1, 7.2 and 7.3 or communicate their content to third parties, nor submit industrial property rights applications concerning them. In the event this ban is breached, the obtained property rights shall be transferred to **Curti** upon its simple request, with the sole reimbursement of expenses and providing the right to claim further damages incurred by the **Purchaser**.
7. Should disclosure to third parties be necessary for product construction, it must be authorised by **Curti**; in this case, the **Vendor** hereto agrees to bind the third party to meet the secrecy and confidentiality obligations in this clause.
8. Quality registrations, where not otherwise specified, must be kept by the **Vendor** for at least 13 (thirteen) years from the delivery of the ordered goods.

8 - QUALITY CONTROL - QUALITY CERTIFICATIONS AND DOCUMENTS - SPECIAL PROCESSES AND PERSONNEL QUALIFICATIONS

1. The **Supplier** must be in possession of the control equipment and instruments suited to the type of goods required to be constructed and must periodically verify that the same are in perfect working conditions.
2. The **Supplier** must fully control the supply goods at its own liability and expense from the visual and dimensional standpoints and, where possible, functional standpoint.
3. The **Vendor** must inform the **Purchaser** of any changes to the product and/or process, sub-supplier changes as well as changes in production plant location.
4. The goods and/or services under the supply, before their delivery to **Curti**, must be tested and inspected taking into account the indications communicated by the **Purchaser** through drawings, **Documents**, supply specifications, test plans and instructions from **Curti** quality personnel.
5. The **Vendor** agrees to draft a specific report proving the tests indicated in article 8.4.
6. The **Purchaser** has the right, upon simple request, to obtain a copy of the report indicated in article 8.5.
7. Where the **Vendor** needs to procure semi-finished goods or raw materials from third parties to fill the order or should the **Supplier**, according to article 20, employ sub-suppliers, the **Purchaser** has the right to request a certificate (commonly in accordance with the UNI EN 10204 standard that defines the types of control documents) proving the tests conducted on the materials



purchased from third parties or on the sub-suppliers' activities.

8. In the cases indicated in article 8.7, the **Supplier** agrees to always send the requirements requested by **Curti** for the supply goods to its suppliers and subcontractors.

9. In the event the **Supplier** notes, conducting the tests as per the previous article on the ordered goods, discrepancies between that constructed or in construction and the drawings, technical specifications or **Documents** delivered by **Curti** (hereinafter **NC**), the **Vendor** must inform the **Purchaser** of the **NC** and obtain authorisation from **Curti** to deliver the goods.

10. Any faults or defects found by the **Supplier** on the products, even supplied by third parties, must always be communicated in writing to **Curti** using the "exemption request" form indicated in the **Documents** with no. 2. In any case, the delivery of these goods must be expressly accepted by **Curti** who shall implement all the procedures foreseen for non compliant products.

11. In any case, where the faults and defects indicated in article 8.10 concern material delivered by the **Purchaser** to the **Supplier** on account, this material must be returned to **Curti** even when intended for scrap.

12. Where product quality certification is requested (for example, certificates of material conformity, chemical analyses, heat or surface finishes, test plans, quality certifications, FAI) it must be delivered with the supply goods.

13. In the event the **Vendor** is a special process **Supplier** (and compulsory in the event of aeronautic part supply), possession of qualification for the cited processes is mandatory and the **Purchaser** must be provided with documentation proving process qualification. *Special process and aeronautic part suppliers are added and identified in the Purchaser's V.L. lists.*

14. In the event of that stated in article 8.13, the **Supplier** must train and qualify special process personnel, providing **Curti** with the documentation proving the qualification of this personnel upon simple request.

15. Lack of process and personnel qualification as per articles 8.13 and 8.13 provides Curti the right to apply the express termination clause.

9 - INTERMEDIATE PURCHASER INSPECTIONS

1. The **Supplier** agrees to put the **Purchaser** in the conditions to verify the correct construction of the supply goods or services even in the intermediate construction phases.

2. The **Purchaser** has the right to conduct tests, using personnel hired by the same, at the **Supplier**, its sub-suppliers or any point in the supply chain used to fill the order, to ensure that the products meets the requirements indicated by **Curti**. Consequently, the **Vendor** agrees to obtain permission from its sub-suppliers and individuals involved for any reason in the supply chain to allow **Curti** and the individuals indicated in following article 9.3 access to their premises and conduct the tests.

3. Access and test rights as per articles 9.1 and 9.2 are extended to all individuals indicated by **Curti** (for example, customers or individuals authorised to conduct special tests).

4. The tests as per article 9.2 will be conducted according to the drawings, **Documents**, technical specifications and test plans indicated in the order and their results will be documented in a specific report.

5. The test report stated in article 9.4 must indicate any **NC** found and repair methods agreed with the **Supplier**.

6. The tests regulated by this article do not release the **Supplier** from the obligation to supply products in compliance with the drawings, **Documents**, technical specifications and any other **Curti** instruction and does not bar the **Purchaser** from subsequently finding **NC**, faults and defects in the supply goods.

10 - DELIVERY

1. The delivery terms for the supply goods, that are intended referred to the finished goods compliant with the technical specifications indicated by the **Purchaser**, are indicated in the single orders and, once the order is confirmed, must be considered essential. In any case, the **Purchaser**, even in express exemption to Civil Code article 1457, can demand delivery beyond the deadline, even in lack of express pertinent communication.

2. Due to the essential nature of the terms in article 10.1, the **Supplier**, before sending the order confirmation, must take all factors that may influence meeting delivery schedules and



logistics into account.

3. Any exemptions to delivery schedules must be agreed by the parties in writing.
4. The **Vendor** must pay the **Purchaser** a penalty for each late day of delivery after the fifth equal to 1% of the value of the ordered goods, up to a maximum amount of 10% of the price of the ordered goods. **Curti** has the right to withdraw from the contract within 3 (three) days of failed delivery. In any case, **Curti** has the right to obtain compensation for any further damages.
5. Early goods delivery shall not be accepted unless expressly authorised by **Curti**.
6. The **Supplier** must inform the **Purchaser** when the goods are ready for delivery.
7. Goods shall be delivered to the location and according to the methods indicated in the order.
8. In the event the delivery is to the **Curti** facilities, delivery must exclusively be completed with the **Purchaser's** receiving warehouse hours, that the **Supplier** agrees to previously verify.
9. The **Vendor** shall be liable for risks and hazards associated with the loss and/or deterioration of the goods until delivered to the agreed location. Delivering the goods to a carrier or shipping agent only releases the Supplier in the event shipping is at the **Purchaser's** expense.
10. Goods must be accompanied by shipping documents and the invoice drafted according to current regulations.
11. The shipping document must always indicate the order number and row, the quantity of goods, the **Curti** product code, revision indexes and delivery date.
12. The invoice must contain, in addition to the data indicated in previous article 10.11, the relevant shipping document number.

11 - TRANSPORT AND IDENTIFICATION

1. Transportation takes place in the manner and conditions specified in the order and in compliance with the regulation (see 2014/47/EU Directive) regarding the conditions of fixing the load.
2. The **Vendor** must use the most appropriate packaging to preserve the integrity of the goods for all the storage and transport phases; the **Supplier** must follow the indications contained in the **Documents**.
3. Material must be singularly protected against dents, oxidation and deterioration so as not to suffer damages during transport phases.
4. The **Seller** shall be held liable for goods deterioration and/or loss, even when due to causes attributable to the carrier and/or shipping agent, unless transport is at the **Purchaser's** expense.
5. Transport fees shall be born by the party indicated in the order.
6. **Curti** shall not accept transport or packaging fees that were not expressly authorised.
7. All ordered goods must be singularly marked even on the exterior of the packaging that contains them according to the instructions contained in the **Documents**, indicating the code, quantity and order number.

12 - GOODS INSPECTION AND ACCEPTANCE

1. Goods quantities and qualities shall be inspected at the **Curti** offices, will usually take place within 60 (sixty) working days starting from the recivement.
2. After inspection, the Purchaser must report any imperfections found within 10 (ten) days after the discovery.
3. Should **Curti**, following intermediate inspections, inspections or the appearance of faults and defects within the warranty period as per article 14, confirm the **NC** of the supplied goods with the orders, **Documents**, drawings and technical specifications and the same, due to urgency or reasons tied to the **Supplier's** equipment or impediments of any kind, not be repairable by the **Vendor** within the terms indicated by **Curti**, the **Purchaser** shall resolve them directly or through trusted third parties, charging the **Supplier** for each discrepancy detected and for every hour (or fraction of it) of rework used the amounts provided by the following article 15 as well as the cost of the materials and treatments needed to solve the discrepancies. The right to further damage compensation is understood. These amounts will be charged in invoices issued by the **Purchaser** on a quarterly basis.
4. Should, following inspection, the quantity of goods delivered be found inferior to that ordered, **Curti** may, alternatively:
 - a) demand the order be filled within the mandatory deadline of 5 (five) days from inspection;



b) procure the goods elsewhere at the Seller's expense and liability and apply a penalty equal to the cost sustained to adjust the quantity to the order

In any case, the right to request compensation for further damages is understood.

5. Should the goods be delivered in quantities exceeding that agreed, the **Purchaser** shall return the excess part to the sender at the latter's expense and liability. Packaging costs are also at the **Vendor's** expense.

Should excess goods be temporarily stored by **Curti**, all deposit expenses and loss and/or deterioration risks shall be sustained by the **Seller**.

6. Should, at the end of the inspection, **NC** be found on the goods, **Curti** may alternatively:

a) accept the goods and obtain a reduction in the price proportionate to the extent of the imperfections;

b) return the goods and obtain their replacement with goods compliant with the order;

c) demand repairs at the **Vendor's** expense and liability within 5 (five) days or have it repaired by third parties, have it constructed in-house at **Curti**, but always at the **Supplier's** expense.

In any case, the right to request compensation for any further damages is understood.

7. The goods are only considered accepted after passing inspection, which does not bar the possibility of applying the warranty for latent or hard to recognise defects.

8. Any advance payment, full or partial, of the price shall not be considered acceptance of the goods until the inspection is passed.

13 - PRICE PAYMENT

1. The prices agreed upon order acceptance are fixed and invariable and cannot be modified at the **Vendor's** sole discretion not even in the event of material and/or labour cost increases for their construction, with the exception of that provided for in article 5.3.

2. The price shall be exclusively paid according to the methods and terms indicated in the order.

3. **Curti** has the right to suspend or refuse the payment of the price as per Civil Code article 1460, in the event of **Vendor** default on one or more of the obligations undertaken due to these conditions, therein including the hypothesis of the supply of goods characterised by faults and/or deformities.

14 - WARRANTY

1. The **Vendor** guarantees that the goods are compliant with **Curti** orders, **Documents**, drawings and technical specifications and that they were constructed with the most advanced production technologies; it also guarantees that the goods are free of design, construction and/or assembly faults and/or defects.

2. The **Seller** provides the same guarantee even when the product is fully or partially constructed or assembled by third parties.

3. Faults, defects and deformities must be reported within 10 (ten) days of their relevant discovery.

4. The warranty is valid for one year assuming that **Curti** is the end user of the goods and is in effect from the delivery date.

5. Should the purchased goods be components of machines constructed and/or assembled by **Curti** and later sold, the **Seller** agrees to hold **Curti** harmless of any end purchaser claims, that directly or indirectly depend on faulty products constructed by the **Vendor**, for a period of 2 (two) years from delivery to **Curti**.

6. Should the purchased goods have faults and/or defects, **Curti** may alternatively:

a) request the goods be repaired and/or parts replaced at its factory by and at the **Vendor's** expense. Should repairs under the warranty not be made on the **Purchaser's** premises, transport and packaging fees shall also be at the **Vendor's** expense;

b) have a trusted third party complete the repairs and/or replacement at the **Vendor's** expense and liability;

c) request a reduction in the price in proportion to the extent of the fault or defect;

d) terminate the contract as per Civil Code article 1456 by written communication and demand the reimbursement of that already paid.

In any case, the right to request compensation for any further damages is understood.



7. The **Vendor** agrees to hold the **Purchaser** harmless from any damage claims filed by third parties for contract or extra-contract liability directly or indirectly due to faults and/or defects and/or deformities in the goods sold.

15 - NON COMPLIANT PRODUCTS

1. Whenever the **Purchaser** detects an **NC** on the product/service compared to the orders, **Documents**, drawings and technical and supply specifications recalled and applicable, including documentation not delivered (integral part of the supply as the previous article 8.12), it is required to formalize that discrepancy on the appropriate minutes of **NC** to be delivered to the **Seller**.
2. Whenever the **Buyer** formalizes an **NC** report, will be charged to the **Supplier** with the following case study:
 - 2.a) The amount of 38,50€ (in addition to the sums of the previous Article 14.7) as a document management, in cases of full treatment (fully resolution) of the **NC** to full care and load by the **Supplier**.
 - 2.b) The amount of 75,00€ (in addition to the sums of the previous Article 14.7) as a document management, in case of the treatment of an **NC** with rework (even only partial) activities by the **Buyer**. In this case, this will be added to the calculation of time (in hours or fractions of it as reported in the special section of the **NC** minutes that the **Buyer** will deliver to the **Supplier**) employed for the task of rework and counting at the cost of 45,00€/h as well as the cost of the materials and treatments necessary to solve the discrepancies founded.
3. The amounts request for a document management referred to in article 15 (subsection 2.a and 2.b) will be charged through invoices issued by the **Buyer** on a quarterly basis.
4. The amounts referred to in article 15 (subsection 2.a and 2.b) will not be charged to the **Supplier**, when the **NC** report is drawn up by the **Buyer** on the basis of an advance and proven report of the discrepancy by the **Supplier**.

16 - SCRAPPING MATERIAL DELIVERED ON ACCOUNT

1. The material entrusted under contract by the buyer to the **Supplier**, subject to any scrap in addition to the maximum acceptable limit of 4% compared to the quantity delivered, will be charged to the **Supplier**, by issuing the relevant invoice by the **Buyer's**, after the alignment of the inventory stock at the seller.
2. The **Supplier** is obliged to give the **Buyer** all the goods subcontracted to the **Supplier** and destined for scrapping with regular transport document containing the causal "scrap".

17 - IQ AND IP QUALITY INDEXES

1. The **Purchaser** adopts a Quality Management System that includes an IQ (quality) and IP (punctuality) indexes, which regulates supplier performances and all product **NC** and delivery delays will penalise the indexes attributed to the **Vendor**.

18 - EC MARKINGS

1. Should the **Supplier** be required to meet the Machinery Directive and regulations contained therein: no. 2006/42/EC (as amended), the same must provide the **Purchaser** with the certificate of conformity regulated by the cited Directive.

19 - WORKPLACE HEALTH AND SAFETY REGULATIONS and Legislative Decree no. 231 dated June 8, 2001

1. The **Supplier** must comply with the workplace health and safety regulations set forth in Legislative Decree no. 81/2008 as amended, and take all the necessary measures to meet the cited provisions.
2. The **Purchaser** cannot be held liable for the **Supplier's** failure to meet the provisions indicated by article 19.1 and, in any case, the **Vendor** holds **Curti** harmless from any detrimental consequence due to the **Supplier's** failure to comply with the mentioned regulations.



3. - The Purchaser states to have adopted the Organisation, Management and Control Model as per article 6 of Legislative Decree 231/2001 ("Model 231") and relevant Code of Ethics.
4. - The **Supplier** agrees to read the General Part of Model 231 and the Code of Ethics, both available on the Curti website (www.curti.com), and to comply with the ethical principles and code of conduct indicated therein.

20- CONTRACT TRANSFER AND SUBCONTRACTING PROHIBITION

1. The **Supplier** is strictly prohibited from transferring the supply contract regulated by these general conditions.
2. The **Supplier** is also prohibited from subcontracting the construction of one or more of the goods in the single orders to third parties without the **Purchaser's** prior written approval.
3. Even in the event **Curti** provides written authorisation for subcontracting, this does not alter the **Supplier's** obligations with the **Purchaser**, leaving the **Vendor** solely liable for the order.

21 - CREDIT TRANSFER

1. The **Vendor** is expressly prohibited from transferring the credit represented by the price of the supply in the single orders to third parties, in any form.

22 - INSURANCE.

1. The **Supplier** must stipulate and maintain adequate insurance policies covering the manufacturer's liability for the entire duration of the relationship.
2. A copy of the insurance policy text and conditions must be delivered to the **Purchaser** upon simple request.
3. The **Purchaser** may also check whether premiums were duly paid.
4. The **Supplier** is directly and solely liable for consequences due to the failure to stipulate policies or continue the same.

23 - EXPRESS TERMINATION CLAUSE

1. This agreement is terminated without prior notice, with communication via registered letter, should the **Supplier** violate one of the following clauses:
 - Article 7 (TECHNICAL DOCUMENTATION, MODELS AND INDUSTRIAL PROPERTY RIGHTS);
 - Article 8 (QUALITY CONTROL - QUALITY CERTIFICATIONS AND DOCUMENTS - SPECIAL PROCESSES AND PERSONNEL QUALIFICATIONS), limited to points 8.3 and 8.4;
 - Article 10 (DELIVERY), limited to point 10.1;
 - Article 13 (PRICE PAYMENT), limited to points 13.1 and 13.2;
 - Article 19 (WORKPLACE HEALTH AND SAFETY REGULATIONS), limited to point 19.1 and 19.4.
2. This agreement is terminated without prior notice, with communication via registered letter, in one of the following hypotheses:
 - enforcement procedures pending against the **Vendor**.
 - liquidation or business termination by the **Supplier**;
 - transformation of the company legal format and change in the business purpose, where the **Supplier** is a company;
 - death, ban, interdiction of the owner or change in business, where the **Supplier** is a one-man company.
 - changes in ownership or, in the event the **Supplier** is a company, in directors, nullifying trust in the **Vendor** or, in any case, **Curti's** interest in pursuing the relationship.

24 - CONTRACT VARIATIONS - DOCUMENT MODIFICATIONS

1. Variations or supplements to the contract shall only be deemed valid if agreed in writing and signed by the parties. Any total or partial nullification of the single agreements shall not nullify the validity of the remaining clauses in these general conditions.
2. The **Documents**, by nature, for technical reasons or for changes in legal provisions, are subject to change.
3. Should the content of all or single **Documents** become necessary, a right **Curti** reserves to exercise at any time even in exemption to article 4.1, the **Purchaser** must provide the **Vendor** with the updated **Documents**.



4. From the date the **Documents** indicated in article 24.3 are delivered to the **Supplier**, their reviewed test will become an integral part of the **Conditions**, without requiring **Vendor** authorisation, even in exemption to article 24.1.

25 - DISPUTES, JURISDICTION, APPLICABLE LAW

1. The contract is exclusively subject to Italian law and jurisdiction.
2. All disputes that may arise from the interpretation and/or execution and/or application of these conditions will be exclusively submitted to the Court of Bologna.
3. Jurisdiction cannot be exempted in favour of legal authorities in a different location, not even for warranty and/or concurrent and/or consolidation reasons.

The **Vendor**

The **Purchaser**

For all intents and purposes of Italian Civil Code articles 1341 and 1342, the **Vendor** states to expressly approve the following clauses: Article 4 (ORDER CONFIRMATION), limited to points 4.1 and 4.4, Article 5 (ORDER CHANGES AND SUMMARY OF OUTSTANDING ORDERS), limited to points 5.1, 5.5 and 5.6, Article 6 (PURCHASER'S GOODS ON ACCOUNT), limited to points 6.2 and 6.3, Article 7 (TECHNICAL DOCUMENTATION, MODELS AND INDUSTRIAL PROPERTY RIGHTS), limited to points 7.2, 7.3, 7.6, 7.7, Article 8 (QUALITY CONTROL - QUALITY CERTIFICATIONS AND DOCUMENTS - SPECIAL PROCESSES AND PERSONNEL QUALIFICATIONS), limited to point 8.9, Article 9 (INTERMEDIATE PURCHASER INSPECTIONS), limited to points 9.1, 9.2 and 9.6, Article 10 (DELIVERY), limited to points 10.1, 10.4, 10.5, 10.9, Article 11 (TRANSPORT AND IDENTIFICATION), limited to point 11.4, Article 12 (GOODS INSPECTION AND ACCEPTANCE), limited to points 12.1, 12.3, 12.4, 12.5, 12.6, 12.7 and 12.8, Article 13 (PRICE PAYMENT), limited to points 13.1, 13.3, Article 14 (WARRANTY), limited to points 14.2, 14.3, 14.5, 14.6 and 14.7, Article 15 (NON COMPLIANT PRODUCTS), limited to points 15.1 and 15.2, Article 19 (WORKPLACE HEALTH AND SAFETY REGULATIONS and Legislative Decree no. 231 dated June 8, 2001), limited to point 19.1 and 19.4; Article 20 (CONTRACT TRANSFER AND SUBCONTRACTING PROHIBITION), Article 21 (CREDIT TRANSFER), Article 22 (INSURANCE), limited to points 22.1 and 22.4, Article 23 (EXPRESS TERMINATION CLAUSE), Article 24 (CONTRACT VARIATIONS - DOCUMENT MODIFICATIONS), limited to points 24.3 and 24.4, Article 25 (DISPUTES, JURISDICTION AND APPLICABLE LAW)

The **Vendor**



