



CURTI COSTRUZIONI MECCANICHE SPA
Via Emilia Ponente, 750 – 48014 Castel Bolognese (RA) – Italy
Ph.: +39 0546 655911 – Fax: +39 0546 656202 – www.curti.com
Share Capital € 2,000,000.00 – R.E.A. Ravenna 66430 Registration in the Register of Companies of Ravenna – VAT and Tax Code 00081590390

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

between

Curti Costruzioni Meccaniche s.p.a., in the person of its managing director ing. Alessandro Curti, with registered office in Castel Bolognese (RA) – Via Emilia Ponente n. 750 - VAT number 00081590390 (hereinafter **Curti** or the **Buyer**)

and

....., in the person of its legal representative pro tempore, with registered office in (hereinafter the **Seller** or the **Supplier** or the **Seller**)

Given that

- there are supply relationships between Curti and the **Seller** and that it is in the interest of the parties to regulate all future contracts concluded between them as of now, under the conditions indicated below;
- **Curti** makes available (through its information channels and on both paper and electronic media) to the **Seller**, prior to signing these **Conditions**, a set of documents applicable to supplies (hereinafter "**Documents**"), including but not limited to: supply specifications, work instructions, forms, control plan, data collection sheets, request for exemption or concession;
- the **Documents** are by their nature subject to revision over time and, therefore, **Curti** reserves the right to make any necessary changes to them and to make the same known to the **Supplier**;
- the **Documents** must be considered an integral and essential part of the **Conditions** and the individual supplies must also be made in compliance with the provisions of the Documents;
- **Curti**, in accordance with its internal management procedures, reserves the right to subject the **Supplier** to a qualification process that may be carried out in "desktop document" mode or through the conduct of an "on-site" audit at the **Supplier's** site;
- the technical specifications, procedures and national and international standards referred to in the **Documents**, in the documentation sent to the **Supplier** and in the **Conditions** must always be understood as referred to in the text in force at the time of the formulation of the individual orders;

The parties agree as follows:

1 – SCOPE OF APPLICATION

1. The **Conditions** are applicable to all supplies requested by **Curti** from the **Supplier** and are expressly referred to in each individual order.

2 - OBJECT OF THE INDIVIDUAL SUPPLIES

1. The object of the supplies are solely and exclusively the goods and/or services indicated in the individual orders and their attachments, without the Seller being able to make changes and/or variations once the order confirmation has been issued, without prejudice to the provisions of art. 5.
2. If the **Supplier** has ceased production of all or part of the goods and/or services ordered and has replaced them with others, it may not supply the latter without the prior written approval of the **Buyer**.



3. ORDERS

1. Individual purchase orders will be sent by **Curti** to the **Seller** in PDF format and by email, together with any documentation necessary for the execution of the supply (by way of example drawings and technical specifications), in the event that the latter is not already in the possession of the **Seller** due to previous supplies or for any other reason.
2. If the **Supplier** requires the submission of the documentation useful for the production of the goods subject to the order to take place in different formats (by way of example DXF, DWG, STEP, IGES), the same must send a specific request addressed to the Buyer's Purchasing Department at the address acquisti@curti.com, which must arrange for the shipment within 3 (three) working days.

4 – ORDER CONFIRMATION

1. The **Seller** undertakes to send its order confirmation by email to the email address indicated in Article 3.2 within 5 (five) working days of receipt of the order.
2. Prior to accepting the order, the **Supplier** undertakes to verify that it is in possession of all the information and **documents** necessary for the execution of the order and, failing that, to request **the additions deemed necessary** from Curti.
3. The sending of the order confirmation binds the **Seller** to carry out the supply in the manner, quantities, with the technical characteristics and under the 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, the documentation and the drawings, the content of the order shall always prevail, without prejudice to the **Supplier's** obligation to report any discrepancies **to the Purchaser**.
4. In any case, and even in the event that **Curti**, despite the failure to confirm the order within the terms indicated in art. 4.1, has not revoked the order, the acceptance of the same cannot take place for conclusive facts by delivery of the goods to the **Buyer**.
5. If the purchase order, for reasons of urgency or due to the specificity of the supply, does not contain an indication of the price, the contract shall be considered finalised only after the communication of the same by the **Seller** and the subsequent acceptance by **Curti**. Communication and acceptance must be in writing.

5 – CHANGES TO ORDERS AND SUMMARY OF ORDERS IN PROGRESS

1. In the event that the need to change the order, also for constructive reasons, arises for the **Seller** after the same has sent its confirmation, the modification of the order must be requested using the "request for derogation" form, indicated in the **Documents**, to be sent to the email address indicated in art. 3.2 and the same must be expressly accepted by the **Buyer**.
2. Any acceptance of the variations will effectively replace the originally accepted order.
3. In the event that the **Supplier** intends, for any reason, to make changes to the prices relating to orders already accepted or in any case completed pursuant to Article 4.3, the Supplier must make an express request to **Curti** and the new price may be considered applicable only if the **Purchaser** accepts.
4. It is expressly forbidden for the **Seller** who has made the request referred to in Article 5.3 to issue the invoice relating to the order in respect of which a price change has been proposed prior to the acceptance of the new fees by **Curti**.
5. All changes to orders must in any case be subject to the procedure referred to in art. 3 and 4.
6. Curti reserves the right to periodically send the **Seller** a summary of the orders in progress and in this case it will be the responsibility of the **Supplier** to verify the correspondence with the data in its possession, immediately communicating any discrepancies found.

6 – BUYER'S ASSETS ON A SUBCONTRACTED BASIS.

1. The goods, materials, equipment, tools and anything else that may be delivered by the **Buyer** to **the Supplier** on a subcontract or loan basis must be kept in good condition, so as to always be distinguishable from the goods of the **Supplier** or third parties and be kept in a suitable manner to avoid the risks of degradation, theft and unauthorized use.
2. Any risk relating to the goods referred to in Article 6.1 or deriving from them remains the responsibility of the **Supplier**, who will also be held responsible for any damage or loss.



3. Any modification or maintenance activity on the goods indicated in Article 6.1 must be agreed in writing with the **Buyer**.
4. The goods referred to in Article 6.1, unless otherwise agreed between the parties, must be returned together with the supply for which it was necessary to deliver them on behalf of the **Seller**.

7 - TECHNICAL DOCUMENTATION, MODELS AND INTELLECTUAL PROPERTY

1. The technical and technological documentation, drawings, models, samples made even in part, software programs, specifications that **Curti** delivers to **the Seller** or of which the latter has become aware, for the design, testing, development or construction of a product, a prototype or spare parts or equipment remain the exclusive property of the **Buyer** and can only be used to perform the goods that are the subject of the order.
2. The provision of Article 7.1 shall also apply in the event that the goods indicated therein have been manufactured by **the Supplier** on behalf of the **Purchaser**. Even in such cases, therefore, the above-mentioned assets become the property of **Curti**.
3. In the event that **Curti** has commissioned the **Supplier** to carry out studies and/or equipment, whether they are the object of the supply or an ancillary service thereof, the **Buyer** must be provided with both the project and the related documents and information, so as to allow **Curti** to be able to independently reproduce the goods subject to the study and supply. In such cases, **Curti** will remain the property of **both** the studies and structures carried out, as well as their project and the documents and information relating to them, with the exclusive exception of the Supplier's know-how.
4. The **Supplier** must keep the goods and documents referred to in articles 7.1, 7.2 and 7.3 with care and confidentiality and is required to return them together with the goods. In the event that the delivery is made in several tranches, the obligation to return arises immediately upon receipt of the order and must be completed by the last delivery.
5. In the event that the **Supplier** is authorised by the **Buyer** to retain the documentation and goods indicated in Articles 7.1, 7.2 and 7.3, the **Seller** shall create and maintain an archive that is always updated according to the revision indexes indicated on the drawings.
6. The **Seller** may not transmit the goods and documents referred to in articles 7.1, 7.2 and 7.3 or communicate their content to third parties, nor submit applications for industrial property rights in relation to them. In the event that this prohibition is violated, the exclusive right obtained must in any case be transferred to **Curti** at the latter's request, with only the reimbursement of costs and without prejudice to compensation for any damage suffered by the **Buyer**.
7. If the transmission to third parties is necessary for the manufacture of the product, it must be authorized by **Curti**; in this case, the **Seller** hereby undertakes to bind the third party to comply with the obligations of secrecy and confidentiality contained in this clause.
8. Quality records, unless otherwise specified, must be kept by the **Seller** for at least 13 (thirteen) years from the delivery of the goods subject to the order.

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

1. The **Supplier** must provide for the complete control of the goods supplied at its own care and expense, from a visual and dimensional point of view and, where possible, functional.
2. The **Supplier** must be in possession of equipment and control instruments appropriate to the type of goods that it is obliged to produce and is required to periodically check that they are in perfect working order.
3. The **Supplier** shall notify **the Buyer** of any changes in the product and/or process, changes in subcontractors, as well as changes in the site of the production facilities.
4. The goods and/or services to be supplied, prior to their delivery to **Curti**, must be verified and tested taking into account the indications communicated by the **Purchaser** by means of drawings, documents, supply specifications, test plans and instructions from **Curti's quality officers**.
5. The **Supplier** undertakes to prepare specific documentation proving the checks referred to in Article 8.4 (generally in accordance with UNI EN 10204 which defines the types of control documents).
6. The **Buyer** has the right, upon his simple request, to obtain a copy of the report referred to in art. 8.5.
7. Where, in order to perform the supply, it is necessary for the **Seller** to procure semi-finished

products or raw materials from third parties or for the **Supplier**, in compliance with art. 22, to make use of subcontractors, the **Buyer** may request documentation (generally in accordance with UNI EN 10204 which defines the types of control documents) proving the checks carried out on the materials purchased from third parties or on the subcontractor's activities, through complete and uninterrupted traceability of the supply chain.

8. In the cases referred to in Article 8.7 above, the **Supplier** undertakes to always transmit to its suppliers and subcontractors the requirements required by **Curti** for the goods supplied; the **Supplier** also undertakes not to resort to the use of raw materials through irresponsible procurement practices (direct or indirect) or of dubious origin (from a non-transparent or untraced supply chain) of critical materials and conflict minerals (e.g. tin, tantalum, tungsten, gold, rare earths).

9. In the event that the **Supplier**, in carrying out the checks carried out pursuant to the previous articles, detects discrepancies in the goods subject to the order, between what has been made or is being carried out and the drawings, technical specifications or **applicable documents** of **Curti**, the **Seller** is obliged to report to the Buyer the **NC** and to request **Curti's** authorization to deliver the goods.

10. Any defects or defects found by the **Supplier** on the products, including those supplied by third parties, must always be communicated in writing to **Curti** using the "request for derogation/concession" form, as indicated in the **Documents**. The delivery of these goods must, however, be expressly accepted by **Curti**, which will implement all the procedures provided for the treatment of the non-compliant product.

11. In any case, where the defects and defects referred to in Article 8.10 concern materials delivered by the **Buyer** to the **Supplier** on a subcontracted basis, the aforementioned materials must be returned to **Curti** even if they are destined for scrapping.

12. Where product quality certification is required (by way of example, certificates of conformity of materials, chemical analysis, heat or surface treatments, test plans, quality certifications, FAI, and for which reference is also made to Article 8.7 above), the same must be delivered together with the goods supplied.

13. In the event that the **Seller** is a **Supplier** of special processes (and strictly in the case of a supply of aeronautical or defence parts), it must be qualified for the aforementioned processes and provide the **Buyer** with documentation proving the qualification of the process and its state of validity on the date of execution of the supply. *Suppliers of special processes and aeronautical parts are included and identified in the Buyer's V.L. lists.*

14. In the case referred to in Article 8.13, the **Supplier** shall compulsorily train and qualify the personnel assigned to the execution of the special processes, providing **Curti** upon its simple request with the documentation certifying the qualification of the aforementioned personnel and the relative state of validity on the date of execution of the supply.

15. The **Supplier** undertakes to ensure that the products supplied are safe for health and the environment, in accordance with the applicable specifications and product safety standards.

16. The **Supplier** undertakes to put in place processes to guarantee the risk of supply of counterfeit parts and materials and if it becomes aware of it or develops reasonable suspicion even after the supply, to promptly report it to the **Buyer**.

17. The non-existence of the qualifications of the trial and of the personnel referred to in art. 8.13 and 8.14 gives Curti the right to make use of the express termination clause.

18. Specific additional dictates and requirements may be transmitted and therefore requested from the **Supplier** identified by the **Buyer**, who is assigned the Free Pass delivery status (i.e. where the incoming goods will be directly destined for Curti's processing departments and/or assembly departments without acceptance checks in incoming).

9 – INTERMEDIATE CHECKS OF THE BUYER

1. The **Supplier** undertakes to enable the **Purchaser** to verify the correct performance of the goods or services supplied even in the intermediate stages of its activity.

2. The **Buyer** has the right to carry out checks (and have access to all applicable quality records), using persons appointed by him/her, at the **Supplier**, at any of its subcontractors and in any case at any subject in the supply chain used for the execution of the order, to ensure that the products comply with the requirements indicated by **Curti**. Consequently, the **Seller** undertakes to obtain from its subcontractors and from the parties involved in any capacity in the supply chain their

commitment to allow access to them and the execution of the controls by **Curti** and the subjects indicated in article 9.3 below.

3. The rights of access and control referred to in articles 9.1 and 9.2 are extended to all subjects indicated by **Curti** (by way of example, customers or third parties (authorities) in charge of surveillance).

4. The checks referred to in Article 9.2 will be carried out on the basis of the drawings, **documents**, technical specifications and control plans referred to in the order and their outcome will result from a specific report.

5. The inspection report referred to in Article 9.4 must indicate any **NCs** detected and the repair methods agreed with the **Supplier**.

6. The checks governed by this article do not relieve the **Supplier** of the obligation to supply products that comply with the drawings, **documents**, technical specifications and any other indication of **Curti** and do not preclude the **Buyer** from subsequently detecting the **NCs**, defects and defects of the goods supplied.

10 - DELIVERY

1. The terms of delivery of the goods supplied, which are intended to refer to the finished products and comply with the technical specifications indicated by the **Buyer**, are indicated in the individual orders and, once the order confirmation has been received, must be considered essential. In any case, the **Buyer**, even in express derogation from art. 1457 of the Italian Civil Code, can always request delivery after the deadline, even in the absence of express communication to that effect.

2. Due to the essential nature of the terms referred to in Article 10.1, it will be the responsibility of the **Supplier**, before sending the order confirmation, to take into account all the factors that may influence compliance with it, as well as the logistics of the shipment.

3. Any exceptions to the delivery terms must be agreed between the parties in writing.

4. The **Seller** is required to pay the **Buyer** a penalty for each day of delay in delivery following the fifth equal to 1% of the value of the goods subject to the order, up to a maximum amount of 10% of the consideration of the goods subject to the order. Without prejudice to Curti's right to withdraw from the contract within 3 (three) days of non-delivery. In any case, **Curti's** right to obtain compensation for any greater damage is reserved.

5. Early delivery of the goods will not be accepted in the absence of express authorization from **Curti**.

6. The **Supplier** shall notify the **Buyer of** the time at which the goods are ready for delivery.

7. The goods will be delivered to the place and according to the methods indicated in the order; specific instructions (for example, relating to the Free Pass status) may be provided therein in accordance with the provisions of the previous paragraph 18 of Article 8).

8. In the event that delivery must take place at **Curti's** plants, it may only take place during the hours of receipt of the **Buyer's warehouse**, which the **Supplier** undertakes to verify in advance.

9. The risks and dangers associated with the loss and/or deterioration of the goods will be borne by the **Seller** until the delivery of the same takes place at the agreed place. The delivery of the goods to a carrier or a freight forwarder releases the Supplier only in the event that the transport is carried out by the **Buyer**.

10. The goods must be accompanied by transport documents in accordance with current legislation.

11. The transport document must always indicate the order number and line, the quantity of the goods, the **Curti** code of the product, the revision indexes and the delivery date.

12. The invoice issued following delivery must contain, in addition to all the data indicated in Article 10.11 above, the number of the transport document to which it refers.

11 – TRANSPORT AND IDENTIFICATION

1. Transport takes place in the manner and under the conditions indicated in the order and in compliance with the regulations (see Decree of 19.05.2017 and subsequent amendments, implementation of Directive 2014/47/EU) regarding the conditions of securing the load.

2. It is the **Seller's** responsibility to use the most appropriate packaging to preserve the integrity of the goods for all stages of storage and transport; the **Supplier** is in any case required to comply with the instructions contained in the **Documents**.

3. The materials must in any case be individually protected from dents, oxidation and degradation, so as not to be damaged during transport.



4. The **Seller** shall in any case be liable for the deterioration and/or loss of the goods, even if it depends on causes attributable to the carrier and/or the freight forwarder, except in the case where the transport is carried out by the **Buyer**.
5. Shipping costs will be borne by the person indicated in the order.
6. Curti will not accept charges for transport or packaging not expressly authorized.
7. All the goods subject to the order must also be individually marked on the outside of the packaging that contains them according to the instructions contained in the **Documents**, indicating the code, quantity and order number.

12 – INCOMING INSPECTIONS AND ACCEPTANCE OF THE GOODS

1. Inspections of the quantity and quality of the goods at **Curti's** premises, may generally be carried out within 60 (sixty) working days of receipt, excluding goods received under the Free Pass condition.
2. In cases where the inspections referred to in the previous paragraph are applied, the **Buyer** is required to report to the **Supplier**, any defects or non-conformities detected in writing, generally within 10 (ten) days of their discovery.
3. In the event that **Curti**, following the intermediate checks, testing, or the occurrence of defects and defects during the warranty period referred to in art. 14, ascertains the **CN** of the goods to be supplied to the orders, **documents**, drawings and technical specifications and the same, for reasons of urgency or for reasons related to the equipment or impediments of any kind of the **Supplier**, cannot be resolved by **the Seller** within the terms indicated by **Curti**, the **Buyer** will resolve it directly or through third parties of its trust, charging the **Supplier** for each discrepancy detected and for each hour (or fraction thereof) of rework used the sums provided for in Article 15 below, as well as the cost of the materials and treatments necessary to resolve the discrepancies Found. In any case, compensation for greater damage is reserved. These sums will be debited with invoices issued by the **Buyer** on a quarterly basis.
4. If, following the check, it emerges that the goods have been delivered in a quantity lower than those requested, Curti may alternatively:
 - a) demand the execution of the order within the peremptory term of 5 (five) days from the check;
 - b) to procure elsewhere at the expense and risk of the **Seller** and to apply a penalty equal to the costs incurred to adjust the quantities to the order.
 In any case, the possibility of requesting compensation for any greater damages is reserved.
5. If the goods are delivered in a quantity greater than that agreed, the **Buyer** will send back to the sender the excess part at the risk and expense of the latter. The Seller will also be responsible for the packaging costs.
- In the event that the surplus goods have to be temporarily kept by **Curti**, all storage costs and risks of loss and/or deterioration will also **be borne by the Seller**.
6. If, at the end of the inspection, the goods are **CN**, **Curti** may alternatively:
 - a) accept the goods and obtain a reduction in price proportionate to the extent of the imperfections;
 - b) return the goods and obtain their replacement with goods that comply with the order;
 - c) demand repair by the **Seller** within 5 (five) days or have it repaired by third parties, proceed with **Curti's internal construction**, but always at the Supplier's expense
 In any case, compensation for any greater damage is reserved.
7. The goods are considered accepted only after the possible positive outcome of the test, which in any case does not preclude the possibility of asserting the warranty for hidden defects or in any case not easily recognizable.
8. Any advance payment, in whole or in part, of the price does not imply acceptance of the goods, until the acceptance has taken place.

13 - PAYMENT OF THE PRICE

1. The prices agreed upon at the time of acceptance of the order are fixed and invariable and may not be modified by the Seller's unilateral initiative even in the event of an increase in the costs of materials and/or labour for the production of the same, without prejudice to the provisions of art. 5.3.
2. Payment of the price will be made exclusively according to the methods and terms indicated in the order.

3. **Curti has the right to** suspend or refuse payment of the price pursuant to Article 1460 of the Italian Civil Code, in the event that the **Seller** fails to comply with one or more of the obligations assumed under these conditions, including the supply of goods characterized by defects and/or non-conformities.

14 - WARRANTY

1. The **Seller** guarantees that the goods comply with **Curti's orders, documents, drawings and technical specifications** and that they have been manufactured according to the most advanced production technologies; it also guarantees that the goods are free from defects and/or defects in design, manufacture and/or assembly.

2. The **Seller** provides the same warranty even when the product is made or assembled, totally or partially, by third parties.

3. Defects, defects and discrepancies must normally be reported within 10 (ten) days of their discovery.

4. The warranty has a duration of 1 (one) year in the event that Curti is the ultimate recipient of the goods and begins to run from the day of delivery.

5. If the goods purchased are components of machines built and/or assembled by **Curti** and subsequently marketed, the **Seller** undertakes to indemnify **Curti** from any claims for compensation by the final buyer, which depend directly or indirectly on the defect of the product made by the **Seller**, for a period of 2 (two) years from delivery to **Curti**.

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

a) request the repair of the goods and/or the replacement of the parts at its own factory at the Seller's expense. If the warranty interventions cannot be carried out at the Buyer's home, **the Seller will also be responsible for** the transport and packaging costs;

b) have the repair and/or replacement carried out by trusted companies by and at the expense of the **Seller**;

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

d) terminate the contract pursuant to art. 1456 of the Italian Civil Code by written communication and request the return of what has already been paid.

In any case, compensation for greater damage is reserved.

7. The **Seller** undertakes to indemnify the **Buyer** from any claim for compensation made by third parties against it by way of contractual or non-contractual liability for causes directly or indirectly dependent on defects and/or defects and/or non-conformities of the goods sold.

15 - NON-COMPLIANT PRODUCTS

1. Whenever the **Buyer** detects an **NC** on the product/service with respect to the orders, **Documents**, drawings and technical and supply specifications referred to and applicable, including the failure to deliver the documentation made an integral part of the supply (referred to in article 8.12 above), he is required to formalize such discrepancy on a special **NC report** to be delivered to the **Seller**.

2. Whenever the **Buyer** formalizes an **NC** report, he will order the relevant charge against the **Supplier**, with the following cases:

2.a) sum of € 38.50 (in addition to any sums referred to in article 14.7 above) as a practical management indemnity, in cases of complete treatment (restoration and resolution) of the NC by the Supplier in full care and responsibility;

2.b) sum of € 75.00 (in addition to any sums referred to in article 14.7 above) as a practical management indemnity, in the case of treatment of a NC with restoration/rework activities (even if only partial) by the **Purchaser**. In this case, this will be added to the calculation of the time (in hours or fractions thereof as reported in the appropriate section of the **NC report** that the **Buyer** will deliver to **the Supplier**) used for the restoration/rework activity and counted at a cost of € 45.00/h, as well as the cost of the materials and treatments necessary to resolve the discrepancies found.

3. The sums referred to in Article 15 (paragraphs 2.a and 2.b) will be debited by means of invoices issued by the **Purchaser** on a quarterly basis.

4. The sums due only for the practical management referred to in art. 15 (paragraphs 2.a and 2.b), will not be charged to **the Supplier**, in cases where the **NC report** is drawn up by the **Buyer** on the basis of advance and proven notification of the discrepancy by the **Supplier**.

16 – SCRAP WASTE OF MATERIAL DELIVERED ON A SUBCONTRACTED BASIS

1. The material entrusted by the **Buyer** to **the Supplier**, subject to any scrap waste, will be charged at cost to the **Supplier**, by issuing a relevant invoice by the **Buyer**.
2. The **Supplier** undertakes to return to **the Buyer** all goods sent to the Supplier on a subcontracted basis and destined for scrapping with a regular transport document containing the reason for payment "scrap waste".

17 - IQ AND IP QUALITY INDICES

1. The **Buyer** declares that it has adopted a Quality Management System, which provides for the constant measurement of the supplier's performance through the IQ (quality) and IP (punctuality) indices and consequently that all **NC** of the products, as well as delivery delays, will penalize the indices attributed to the **Seller**.

18 - CE MARKING

1. If the **Supplier** is required to comply with the Machinery Directive and the standards contained therein (Directive 2006/42/EC and subsequent amendments and additions), the Supplier is required to deliver to the **Buyer** the certificate of conformity governed by the aforementioned Directive including all the documentation referred to therein and applicable to the supply.

19 - Legislative Decree no. no. 231 of 8 June 2001

1. The **Purchaser** declares that it has adopted the Organisation, Management and Control Model pursuant to Articles 6 and 7 of Legislative Decree 231/2001 ("Model 231") and the related Code of Ethics.
2. - The **Supplier** undertakes to read the General Part of Model 231 and the Code of Ethics, both of which can be used on the Curti website (www.curti.com), as well as to comply with the ethical principles and rules of conduct indicated therein.

20 - RULES ON THE PROTECTION OF HEALTH AND SAFETY IN THE WORKPLACE

1. The **Supplier** is required to comply with the regulations on health and safety at work pursuant to Legislative Decree no. 81/2008 and subsequent amendments and additions, it being the responsibility of the Supplier to prepare what is necessary to comply with the aforementioned provisions.
2. The **Buyer** is exempt from any liability for the **Supplier's** failure to comply with the provisions mentioned in Article 19.1 and, in any case, the **Seller** indemnifies **Curti** from any detrimental consequences that may arise from the **Supplier's failure** to comply with the aforementioned regulations.

21 - RULES ON ENVIRONMENTAL PROTECTION AND ENERGY

1. The **Supplier** is required to comply with environmental regulations and to adopt sustainable policies and practices in order to minimize the impact deriving from its activities, also promoting and ensuring the safe management of hazardous substances in compliance with regulations such as RohHS and REACH.
2. The **Supplier** must as far as possible commit to reducing greenhouse gas emissions and improving energy efficiency.

22 - PROHIBITION OF ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

1. It is expressly forbidden for the **Supplier** to transfer the supply contracts governed by these general conditions.
2. The Seller is also precluded **from** subcontracting to third parties the production of one or more goods subject to individual orders, without having obtained the prior written consent of the **Buyer**.



3. Even in the event that **Curti** has granted written authorization for the subcontract, this circumstance does not modify the obligations of **the Supplier** towards the **Buyer**, the **Seller remaining** solely responsible for the execution of the order.

23 - ASSIGNMENT OF RECEIVABLES

1. The **Seller** is expressly prohibited from assigning to third parties, in any form, the credit represented by the price of the supplies subject to the individual orders.

24 - INSURANCE.

1. For the entire duration of the relationship, the **Supplier** is obliged to stipulate and maintain adequate insurance policies to cover the liability of the producer.
2. Copies of the text and conditions of the insurance policies must be delivered to the **Purchaser** upon request.
3. The **Buyer** may also check that the payment of the prizes is duly made.
4. Any liability arising from the failure to stipulate the policies or their continuation shall be borne directly and entirely by the **Supplier**.

25 - EXPRESS TERMINATION CLAUSE

1. This agreement shall be terminated without prior notice, by registered letter with acknowledgement of receipt, if the **Supplier** breaches any of the following clauses:

- Art. 7 (TECHNICAL DOCUMENTATION, MODELS AND INDUSTRIAL PROPERTY);
- Art. 8 (QUALITY CONTROL – CERTIFICATIONS AND QUALITY DOCUMENTS – SPECIAL PROCESSES AND PERSONNEL QUALIFICATIONS), limited to points 8.3 and 8.4;
- Art. 10 (DELIVERY), limited to point 10.1;
- Art. 13 (PAYMENT OF THE PRICE), limited to points 13.1 and 13.2;
- Art. 19 (RULES ON THE PROTECTION OF HEALTH AND SAFETY IN THE WORKPLACE), limited to points 19.1. and 19.4.

2. Finally, this agreement shall be terminated without prior notice, by notice by registered letter with acknowledgement of receipt, in one of the following cases:

- existence of enforcement procedures against the **Seller**.
- liquidation or cessation of business by the **Supplier**;
- transformation of the corporate type and modification of the corporate purpose, where the **Supplier** is a company;
- death, disqualification, incapacitation of the owner or change of activity, if the **Supplier** is a sole proprietorship.
- changes in the ownership structure or, in the event that the **Supplier** is a company, in the directors, such as to undermine confidence in the **Seller** or, in any case, **Curti's interest** in the continuation of the relationship.

26 - CONTRACTUAL CHANGES – MODIFICATION OF DOCUMENTS

1. Variations or additions to the contract will be considered valid only if agreed in writing and signed by the parties. Any total or partial nullity of individual agreements will not affect the validity of the remaining clauses contained in these general conditions.

2. The **Documents** by their nature, for technical reasons or for changes in legal provisions are subject to change.

3. In the event that it is necessary to modify the content of all or individual **Documents**, this right is reserved by **Curti** at any time, even notwithstanding Article 24.1; it shall be the responsibility of the **Buyer** to make the updated **Documents** available to the **Seller**.

4. The revised text of the **Documents** referred to in art. 24.3, will become an integral part of the Conditions from the date of introduction of the amendment, without the need for the **Seller's authorization**, even in derogation of art. 24.1.

27 - DISPUTES, JURISDICTION AND JURISDICTION

1. The contract is subject exclusively to Italian law and jurisdiction.
2. All disputes arising from the interpretation and/or execution and/or application of these conditions shall be subject to the exclusive jurisdiction of the Court of Bologna.

3. The jurisdiction thus determined may not be waived in favour of the judicial authority of a different place, not even for reasons of guarantee and/or connection and/or continece.

The **Seller**

The **Buyer**

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, after having carefully read them, the **Seller** declares to expressly approve the following clauses: Art. 4 (ORDER CONFIRMATION), limited to points 4.1 and 4.4, Art. 5 (CHANGES TO ORDERS AND SUMMARY OF ORDERS IN PROGRESS), limited to points 5.1, 5.5 and 5.6, Art. 6 (BUYER'S GOODS UNDER SUBCONTRACTING), limited to points 6.2 and 6.3, Art. 7 (TECHNICAL DOCUMENTATION, MODELS AND INDUSTRIAL PROPERTY), limited to points 7.2, 7.3, 7.6, 7.7, Art. 8 (QUALITY CONTROL – CERTIFICATIONS AND QUALITY DOCUMENTS – SPECIAL PROCESSES AND PERSONNEL QUALIFICATIONS), limited to point 8.9, Art. 9 (INTERMEDIATE CHECKS OF THE BUYER), limited to points 9.1, 9.2 and 9.6, Art. 10 (DELIVERY), limited to points 10.1, 10.4, 10.5, 10.9, Art. 11 (TRANSPORT AND IDENTIFICATION), limited to point 11.4, Art. 12 (ACCEPTANCE AND ACCEPTANCE OF THE GOODS), limited to points 12.1, 12.3, 12.4, 12.5, 12.6, 12.7 and 12.8, Art. 13 (PAYMENT OF THE PRICE), limited to points 13.1, 13.3, Art. 14 (WARRANTY), limited to points 14.2, 14.3, 14.5, 14.6 and 14.7, Art. 15 (NON-COMPLIANT PRODUCTS), limited to points 15.1 and 15.2, Art. 19 (Legislative Decree no. 231 of 8 June 2001), limited to point 19.2; Art. 20 (RULES ON THE PROTECTION OF HEALTH AND SAFETY IN THE WORKPLACE limited to point 20.1; Art. 21 RULES ON ENVIRONMENTAL PROTECTION AND ENERGY; Art.22 (PROHIBITION OF ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING), Art. 23 (ASSIGNMENT OF CREDIT), Art. 24 (INSURANCE), limited to points 24.1 and 24.4; Art. 25 (EXPRESS TERMINATION CLAUSE), Art. 26 (CONTRACTUAL CHANGES – AMENDMENT OF DOCUMENTS), limited to points 26.3 and 26.4; Art. 27 (DISPUTES, JURISDICTION AND JURISDICTION)

The **Seller**