

1. Definitions and interpretation. The following definitions apply to the relations regulated by these General Purchase Conditions (GPC): **"Purchaser"**: the Clauger-Technofrigo S.r.l. company issuing the Purchase Order; **"Supplier/Vendor"**: the company or natural person that will supply/sell a good/service to the Purchaser; **"Parties"**: the Purchaser and the Supplier jointly; **"Product/Good"**: the good/service respectively sold/supplied by the Supplier and purchased/received by the Purchaser; **"Purchase Order"**: the document issued by the Purchaser, containing the terms of supply, integrated by these General Purchase Conditions; **"Order Confirmation"**: the document issued by the Supplier showing the commitment to supply the Product shown in the Purchase Order at the conditions set down therein and in compliance with these General Purchase Conditions.

2. Subject. All Product purchases made by the Purchaser are governed exclusively by these General Purchase Conditions. Any amendments of any nature must be accepted by the Purchaser in writing before taking effect.

3. Contractual documents and order of prevalence. These purchase conditions, together with the Order and any other attached documentation, shall constitute the "Contract" in force between the Purchaser and the Supplier. In case of conflict between the contractual documentation, the hierarchical priority of the documents shall be as follows unless otherwise agreed between the parties in writing: the Order; these general purchase conditions; any additional documentation attached to the order.

4. Acceptance of the general purchase conditions and entry into effect of the contract. By accepting the Order or by starting production, the Supplier accepts these GPC unconditionally, declaring that it is informed of their contents and accepts them in full without exception. The Purchaser shall not be bound by different purchase conditions unless expressly approved in writing in advance, on pain of invalidity. The Supplier must communicate any comments or objections in writing, within 5 (five) days from the reception of the Order. If no communication is forthcoming within this term these GPC and the Order shall be considered to be fully accepted.

5. Delivery. 5.1. All the delivery terms shown in the purchase order are construed as binding at all times. In case of lateness of delivery, of even a part of the ordered goods, the Purchaser shall be entitled to terminate the contract; the Supplier shall anyway be subject to a penalty in the amount of 1% for each complete week of lateness up to the maximum amount of 10% of the order value, without prejudice to the Purchaser's right to claim compensation for additional damages (art. 1382 of the Italian Civil Code). **5.2** The Supplier sustains the risk of deterioration/damage of the Product, even related to causes outside its control, until the time of Acceptance by the Purchaser. If transport is to be carried out under the responsibility of the Purchaser, the risk is transferred to the shipping agent for the period during which the goods are in transit.

6. Quality, inspection, tests and acceptance. The Supplier will maintain a system of quality control of the goods supplied. At any time and place, before, after or during production, the Purchaser can inspect the goods and assess their compliance with the Order. The Goods are construed as delivered and accepted also pursuant to the provisions of article 1495 of the Italian civil code, only following inspection, checking and testing with positive results and without reservation by the Purchaser, within 2 weeks from the time of delivery (for services: 30 thirty days from completion of service), regardless of the time of payment. Products that do not correspond to the order specifications and are not accepted can be returned to the Vendor at the Vendor's expense or, on request of the Purchaser, they can be replaced or modified/executed again immediately by the Supplier at its own expense, unless the Purchaser prefers to purchase the product from another vendor at the expense of the Supplier. The Supplier undertakes to make available to the Purchaser all the means needed to conduct the quality tests. Both quality tests and also the acceptance of the Product by the Purchaser shall not under any circumstances release the Supplier from the obligations arising from the contract, including, and without limitation, its responsibilities for any Product defects that may be revealed at a later date.

7. Documents, packing, transport. 7.1 All the Supplier's documentation must be provided in accordance with the Purchase Order. The Supplier undertakes to send to the Purchaser, without delay, all the documents agreed in the purchase order, as necessary for the purposes of import-export, and all the permits, licenses and certificates related to the Product and to its safety, as necessary for the purposes of authorization for production and sale of the product, and for its approval in the export destination country/countries and to hold the Purchaser harmless if this requirement is not fulfilled. **7.2** The goods must be packed on the basis of their specific type and in relation to the type of transport, in order to guarantee safe transport to the place of destination. All the packing materials made of wood, including - by way of example - pallets, must be in compliance with ISPM15. The Goods cannot contain hazardous materials or materials that give rise to risks, unless this is expressly authorized by the Purchaser in writing. Wherever required, the Supplier shall guarantee full compliance with all the obligations arising from the REACH regulation (EC) 1907/2006 in relation to the goods supplied. The Supplier guarantees that Purchaser is not the producer, importer or distributor of the substances or preparations supplied to it and exempts Purchaser from all the obligations arising from such roles. The Purchaser shall not incur any charges for the Product packing, since the related cost is already included in the price agreed for purchase of the Product. Transport is to be carried out at the expense of the Supplier.

8. Price and payment. 8.1 The prices are quoted net of VAT. The prices in the order are intended as fixed and unchangeable until the supply has been completely fulfilled. It is agreed that Purchaser will be entitled to compensate the payments due to the Supplier, with any credit that the Purchaser may have against Supplier for whatever reason, with advance notice. For the purpose of the electronic invoicing, the SDI code ("*Codice Destinataria*") of Purchaser is the following: **SN4CSRI**. Only who is not obligated to the electronic invoicing, will send the invoices to the Purchaser Administration Department no later than the 10th day of the month following the month of invoicing exclusively via email sent to technofrigo.fornitori@clauger.net; in this case each invoice must be issued in a separate PDF file. Multiple invoices or other documents in the same PDF file are not permitted. Documents that DO NOT comply with these requirements will be rejected by the system automatically. More than one PDF file can be attached to the email. The invoices must show all the identification and tax data of our company and it is MANDATORY to include the number of the Purchase Order and provide a description of the supply. Payment of invoices that arrive after the above mentioned prescribed term will be delayed for an additional 30 days with respect to the terms shown in the purchase order. Payment will be made on the 10th day of the month following the month of expiry of the invoice. **8.2** If the necessary conditions arise during the invoicing of this order, the Purchaser can, after sending the Supplier a Declaration of Intent, request and obtain the issue of invoices without the application of VAT pursuant to Art. 8, subsection 2, letter C of Italian presidential decree 633/72. **8.3** VAT Reverse Charge, Art. 17, subsection 6, letter a-ter of Italian presidential decree 633/72: In compliance with the provisions of circular 37E dated 22/12/2015 of the Italian Tax Authorities we hereby state that, in relation to works assigned by contract / sub-contract with this order and to be

carried out on work sites located in Italy, the provisions concerning the reverse charge mechanism are inapplicable. Therefore, the invoices related to this order must be duly subject to ordinary VAT unless a specific Declaration of Intent is issued (Art.8 subsection 2 letter C of Italian presidential decree 633/72).

9. Warranty. The Supplier guarantees that the Goods are not subject to retention of ownership title are new, in compliance with the Order specifications, free from encumbrances, liens and other security interests of any whatsoever nature and are free of defects or quality deficiencies for a period of 24 months from the date of acceptance of the goods by the Purchaser. If the Supplier fails to repair or replace the defective Goods (for services: execute again the defective service), on the request of the Purchaser and within the term established by this latter, the Purchaser can repair or replace the goods on its own account or via a third party at the expense of the Supplier, without prejudice to its entitlement to claim compensation for damages and to withhold in compensation any amount still due to the Supplier.

10. Title of ownership. The title of ownership of the Product is transferred to the Purchaser at the time of delivery, as set down in the Purchase Order.

11. Confidential information and intellectual property rights. All documentation and information of any whatsoever type and in any whatsoever form, disclosed directly or indirectly by the Purchaser to the Supplier or its Sub-contractors / Sub-suppliers or that has come to the attention of the Supplier in the Purchaser's plant, is strictly confidential and shall be treated as such by the Supplier and by its Sub-contractors / Sub-suppliers, not disclosed to third parties and used exclusively for the execution of the order, adopting all the necessary measures to ensure this aim is met. The Supplier and its Sub-contractors / Sub-suppliers may disclose the said information only to their employees, who need to know the said information to fulfil the obligations deriving from the Purchase Order. The said employees shall be bound by one and the same non-disclosure agreement, with obligations of non-use and confidentiality not less stringent than what is laid down herein. The Supplier cannot use such information for any project or purpose other than the subject of the Purchase order. The foregoing secrecy obligations will persist also after termination or expiry of the Contract. The intellectual property rights related to the information divulged to the Supplier or otherwise connected to the Purchase order are and remain the sole property of the Purchaser. The Supplier guarantees that it is not aware of any industrial or intellectual property rights belonging to third parties with which the goods or services supplied may interfere. In any case, the Supplier will hold the Purchaser harmless from any demands made by third parties based on claimed infringements of intellectual or industrial property rights belonging to such third parties occurred during the execution of the service or the supply of the Product.

12. Termination. The Purchaser also reserves the right to terminate the contract or withdraw from the contract – as the case maybe - with immediate effect and without notice, if the Supplier subcontracts construction of the Product without the Purchaser's authorization, or if apply for or is subjected to bankruptcy, arrangement with creditors or any other form of insolvency proceedings, or if in any case if Supplier appears to be in a bad financial situation and/or inability to fulfil its obligations under the Purchase Order. In such cases a written notice will be sent and no amounts shall be payable to the Supplier under any title or for any whatsoever reason.

13. Responsibility and indemnification. 13.1 The Supplier will defend, indemnify and hold harmless the Purchaser and its affiliates and their directors and employees from any whatsoever claim, legal action, demand, responsibility, request for compensation for damages, documents, costs and expenses (including legal expenses) resulting, entirely or partly, from acts or omissions of the Supplier, of its agents or of its employees, in relation to the Purchase order also connected to possible liability for damages caused by a defective product. The Supplier therefore undertakes to take out an adequate insurance policy to cover such risks. **13.2** Limitation of liability. With the exclusion of cases of fraud and gross negligence and all other cases wherein the limitation of liability is specifically prohibited by the applicable law, any possible liability of the Purchaser and its employees to the Vendor and/or its assignees, irrespective of the title (contractual or non-contractual) and anyway for any whatsoever title or reason, cannot exceed, in the aggregate 100% of the Contract value. Moreover, the Purchaser shall never be liable for and compensate the Supplier and its assignees for damages such as, by way of example and without limitation, loss of revenue, profit, business, product, production, any damages payable by Supplier towards any third party for any whatsoever, wheatear deemed to be direct or indirect, and for any indirect and consequential damages.

14. Assignment. The Supplier is strictly prohibited from assigning the contract and all the receivables deriving from the Purchase order. In case of infringement of the prohibition of credit transfer, the Supplier will pay the Purchaser a penalty equal to the amount of the credit on transfer, without prejudice for the compensation for further damage. The Purchaser will be entitled to set the said penalty from the payments still due to the Supplier and/or to obtain the corresponding amount through enforcement of any bank guarantee issued on any account whatsoever.

15. Court of jurisdiction and applicable law. 15.1 Court of jurisdiction. The Court of Bologna shall have exclusive jurisdiction in relation to any disputes deriving from or connected to the order.

15.2 Applicable law. This contract is regulated by and interpreted in compliance with Italian law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

16. Lgs.D. no. 231/2001: the Supplier states that it is fully aware of the obligations and responsibilities according to Lgs.D. no. 231/01 and its subsequent amendments. The Supplier states that it is not subject (nor are the people related to it) to any investigation, legal proceedings and/or precautionary / prohibitory / preventive measure for offences according to Lgs.D. 231/01 and it undertakes to serve Purchaser prompt notice of the future existence of the said pending suits, if any, during the execution of the Contract. The commission of offences according to the said decree is held to be a serious failure entitling the Purchaser to terminate the Contract with immediate effect, without prejudice to any further damage.

Date For the Supplier

Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the Supplier hereby declares it has read, understood and specifically approves the following contractual terms: 4 Acceptance of the general purchase conditions and entry into effect of the contract; 5.1 Contract termination due to lateness of delivery; 5.2 Transfer of risk at the time of acceptance; 8.1 Extension of payment terms and compensation; 9 Duration of the warranty; 24 months from the time of acceptance; 12 Termination and withdraw clauses: effects; 13.1 Responsibility and Indemnification of the Supplier in favor of the Vendor; 13.2 Limitation of liability of the Purchaser; 14 Prohibition of assigning the contract and all receivables; 15.1 Court of jurisdiction; 15.2 Applicable law.; 16 Contract termination due to violation of Lgs. D. no. 231/2001.

Date For the Supplier