



General Terms and Conditions of Purchase

ARTICLE 1 DEFINITIONS

1.1 The following terms shall have the meanings assigned to them below:

Supplier: shall mean the Seller; Buyer: shall mean Roen Est; Goods: shall mean the goods/services and the individual parts constituting them; Purchase Order or Contract: shall mean the order for the supply of the goods attached hereto sent by the Buyer to the Seller; General Terms and Conditions of Purchase: shall mean the terms and conditions governing the supply relationship; Contract Documents: shall mean all the deeds and documents listed in the Purchase Order or Contract and the General Terms and Conditions of Purchase.

ARTICLE 2 CONTRACTUAL ANNEXES

2.1 The General Terms and Conditions of Purchase and the Contract Documents are annexes to the Purchase Order or Contract to which they relate, representing an integral and substantial part thereof.

ARTICLE 3 FINALIZATION OF THE PURCHASE ORDER OR CONTRACT

3.1 The Purchase Order or Contract shall be deemed finalized and shall become effective provided that the Supplier has notified its acceptance thereof to the Buyer within 5 (five) business days from the date of receipt. After 5 business days from receiving the order and failing to receive a written confirmation, the Purchase Order or Contract shall be deemed accepted together with these General Terms and Conditions of Purchase and all its annexes.

3.2 At any time, if, in the purchase order, the Supplier finds any discrepancies or errors or lack of availability of materials in the time or quantity required, the Supplier shall promptly notify the Buyer to agree on any subsequent action.

ARTICLE 4 TECHNICAL CHARACTERISTICS AND COMPLIANCE OF GOODS

4.1 The Goods delivered by the Supplier shall have the technical characteristics listed in the Purchase Order or Contract and any other characteristics dictated by national and European community laws and regulations or by trade usage.

4.2 Goods that do not comply with the technical characteristics specified in the Purchase Order or Contract and lack the requirements established by national and European community laws and regulations or by trade usage shall be replaced by the Seller within 7 (seven) days from the date of notification of the request for replacement made by the Buyer. In the event of failure to replace the Goods within the specified period, the Buyer shall have the right to terminate the Purchase Order or Contract and to compensation for damages.

4.3 Where materials or services are supplied based on the Buyer's drawings, the Supplier shall make adequate note of the revisions on the drawings issued and reported on the orders so that to use only and always the drawing with the required revision index.

4.4 The Supplier must promptly inform the Buyer in case of changes in the product from what is specified in the order to obtain the necessary approval. The cost for any technical verification of the suitability of the modified product shall be borne by the Supplier.

4.5 The Supplier guarantees that the products comply with the regulatory requirements for environmental protection, in particular with EC Directive No. 1907/2006 - REACH.

5.1 The Supplier shall deliver the Goods with the transport document and the technical documentation necessary for its proper use.

5.2 The method, place, and time of delivery of the Goods shall be as stated in the Purchase Order or Contract.

5.3 Unless otherwise notified in writing to the Supplier, the Buyer shall not accept partial deliveries of Goods. In the case of any claims, the quantities and dimensions noted by Buyer during inspection of the Goods shall be used as reference.

5.4 The Buyer shall not be responsible for Goods delivered in excess of the quantity established in the Purchase Order or Contract. Unless otherwise agreed in writing, any Goods surplus sent shall be collected at Supplier's expense within 7 (seven) days of the Buyer's written request. In the event of failure to collect it, the Buyer shall return the Goods surplus to the Supplier at the Supplier's cost.

5.5 If the Goods are delivered in whole or even in part without the technical documentation necessary for their proper use and/or warranty certification, the Buyer shall have the right to reject the Goods and terminate the Purchase Order or Contract if the technical documentation and warranty certification are not sent within 7 (seven) days from the notification of the Buyer's written request.

ARTICLE 6 PACKAGING

6.1 Unless otherwise stated, the packaging of the Goods shall be included in the contract price. Lacking any specific instructions, the Supplier shall provide the packaging at its sole discretion, and this shall be deemed to have been carried out in a workmanlike manner if accepted without written reservation by the carrier or shipper at the time of delivery. The packaging shall bear the compliance labels established according to Legislative Decree 116/2020, in transposition to EU Directive 2018/851 and 2018/852, and D.M. 360 of 28/09/2022 pursuant to ART.219 C.5 and ART. 182-ter C.6 L.B. of Legislative Decree 03/04/2006 No. 152.

ARTICLE 7 - TITLE OF GOODS AND TRANSFER OF RISK

7.1 The transfer of title for the Goods and risk to which the Goods are exposed shall occur upon delivery of the Goods at the Buyer's facility or any different place of delivery specified in the Purchase Order or Contract. Damage caused by improper packing or negligence, carelessness or inexperience shall be borne by the Supplier until the delivery of Goods to the Buyer occurs.

7.2 Where INCOTERMS rules apply to the transportation of Goods, the transfer of risk shall be in accordance with those rules.

ARTICLE 8 LEGAL AND PERFORMANCE WARRANTY

8.1 The Supplier guarantees the Goods against defects and faults that may make them unfit for their intended use or such as to diminish their value appreciably.

8.2 Without any limitation or reduction of the warranty set forth in paragraph 8.1 above, the Supplier also guarantees the proper operation of the Goods for a period of twenty-four (24) months.

The Supplier will rectify any defects in the Goods covered by the warranty at its own care and expense. It shall be at the discretion of the Supplier to decide whether to repair or replace the product acknowledged to be defective. If the products are located at a different location from the place of delivery of the products, the Supplier shall bear all expenses and costs of transportation of the products.

8.3 Notwithstanding the provisions of Article 1495 of the Civil Code, the Buyer shall, under penalty of forfeiture of the warranty, report defects and apparent quality defects within 60 (sixty) days from the date of delivery of the Goods.

8.4 If the Goods delivered have any defects, faults, functional defects or lack of quality, the Buyer shall have the right to demand a corresponding reduction in price.

ARTICLE 9 INDUSTRIAL PROPERTY AND INDEMNITY

9.1 The Supplier represents and guarantees that the use of the Goods Supplied does not infringe any patent, license or other industrial or intellectual property right.

9.2 Without prejudice to the Buyer's rights under the law and the Purchase Order or Contract, the Supplier agrees to indemnify and hold the Buyer harmless against any and all claims, actions, costs, expenses, direct and indirect damages, penalties, and administrative fines that the Buyer may incur as a result of an infringement of industrial and intellectual property rights in the Goods supplied.

ARTICLE 10 PENALTY FOR LATE DELIVERY

10.1 In the event of a breach of the contractual delivery terms, unless previously authorized, the Buyer reserves the right to charge the Supplier a penalty of 1% (one percent) of the total value of the order for each week of delay with respect to the contractual delivery, without prejudice to the right to compensation for greater damages incurred.

10.2 Should the delay exceed four business weeks, without prejudice to the right to compensation for greater damages, the Buyer may, at its option:

1. continue to apply the penalty described above up to a maximum of 10% (ten percent) subject to the right to compensation for greater damages suffered;
2. terminate the Purchase Order or Contract with the right to compensation for all damages suffered;
3. procure the item elsewhere and at any time by charging the defaulting Supplier for any increased cost incurred for such alternative procurement.

Notwithstanding, both for the Buyer with respect to receipt of the goods and for Supplier with respect to the delivery of the goods, any causes beyond the party's control, such as, but not limited to, natural disasters, fires, floods, earthquakes or other natural disasters, general strikes and therefore not caused by the conduct of either party, lockouts, actions of civil or military authorities (collectively, "Force Majeure"), shall constitute an exception.

10.3 The Supplier represents and acknowledges that it considers the penalty reasonable by waiving any claim or action seeking a reduction in the penalty.

ARTICLE 11 PRICE AND TERMS OF PAYMENT

11.1 The price and payment terms for the Goods shall be as established in the Purchase Order or Contract. Payment of the price shall be issued to a bank account established by the Supplier upon submission of an invoice.

ARTICLE 12 TERMINATION

12.1 The Buyer shall have the right to terminate the Purchase Order or Contract pursuant to and for the purposes of Article 1457 Civil Code in case of failure to comply with the terms referred to in Article 4 paragraph 4.2; Article 10 paragraph 10.1. The Buyer shall have the right to terminate the Contract pursuant to and for the purposes of Article 1456 Civil Code in case of defects, faults, functional defects or lack of quality of the Goods, pursuant to Article 8 paragraph 8.4.

ARTICLE 13 WITHDRAWAL

13.1 The Buyer and the Supplier may withdraw from the Purchase Order or Contract by written notice by registered letter with return receipt in advance by fax or e-mail, in the following cases: (i) in the event of any material change in the assets and financial condition or with respect to the related assets, business, and property that has or may have a detrimental effect on the ability to fulfill the obligations undertaken as a result of the Purchase Order or Contract, including the state of insolvency or liquidation, or the filing of a petition for bankruptcy or other insolvency proceedings, including composition with creditors; (ii) if a force majeure event continues that makes it impossible to guarantee the proper performance of the Purchase Order or Contract for a time exceeding 30 (thirty) consecutive days.

13.2 The withdrawal shall be effective from the date of the notice notification referred to in section 13.1, except for supplies in progress. In the event of termination, no claim or demand for compensation or consideration for termination may be raised without prejudice to the right to receive any amounts accrued and due under the Purchase Order or Contract.

ARTICLE 14 INVALIDITY AND AMENDMENTS

14.1 The invalidity of one or more clauses of the General Terms and Conditions of Purchase and/or the Purchase Order or Contract shall not affect the remaining provisions.

In the event that one or more such clause(s) or section(s) is declared void by a final decision or judgment, the General Terms and Conditions of Purchase and/or Purchase Order or Contract shall be construed as if such invalid clause(s) or paragraph(s) had not been included therein.

14.2 Any amendment to the General Terms and Conditions of Purchase and/or Purchase Order or Contract shall not be valid and binding where it does not result from a written instrument signed by Buyer and Supplier.

ARTICLE 15 COMMUNICATIONS

15.1 Communications planned or otherwise related to the Purchase Order or Contract shall be considered valid and effective only if they are sent by e-mail to the Purchasing Department contact persons.

ARTICLE 16 DATA PROCESSING

16.1 The processing of data acquired and/or disclosed with the Purchase Order or Contract shall be carried out for the purposes strictly related to the implementation of the Purchase Order or Contract and in compliance with the provisions of Legislative Decree 196/2003 and subsequent amendments.

ARTICLE 17 APPLICABLE LAW AND COURT OF JURISDICTION

17.1 The Purchase Order or Contract shall be governed by Italian law.

17.2 Any dispute related to the Purchase Order or Contract, its validity, effectiveness, execution or interpretation shall be submitted exclusively to the jurisdiction of the Court of Trieste.