

# Purchasing Terms and Conditions

## 1. Application & Ranking of documents.

1) These Conditions for purchase and delivery shall apply to the cooperation between CIMBRIA Srl and the Seller, and shall prevail any deviating provisions in quotations, order-confirmation, etc. submitted by the Seller and any Seller/Supplier's sales and delivery conditions.

## 2. Quotation and Acceptance

Quotation is accepted when CIMBRIA Srl has forwarded its acceptance of the quotation in writing, either in the form of an email or as a purchase order. If the order confirmation and/or the invoice deviate from the quotation made, the quotation made shall apply at any time. Any quotation whose conditions are not within the frame set by these Conditions shall be construed to comply with these Condition, so any additional provision shall be null and void and any defective one shall be deemed to have been integrated. If the Seller is not able to meet the purchase order or any requirements contained therein, the Seller shall immediately and not later than within 2 working days after receipt of the purchase order notify CIMBRIA Srl in writing.

Quotations shall be binding on the Seller for 60 days from the date of quotation.

## 3. Prices

Prices stated in the Seller's quotation shall be exclusive of VAT, but inclusive of any type of packaging, transport, fees and duties.

Unless otherwise agreed by CIMBRIA Srl in writing, prices stated in quotations may not be adjusted due to changes in the rate of exchange, raw material price changes, wages/salaries, etc.

## 4. Delivery

Delivery will take place at the agreed place of destination, according to Incoterms 2020, unless otherwise agreed in writing.

The title to the Equipment (as defined in the quotation) will pass according to the abovementioned Incoterms.

All delivery risks remain with the Seller until the Equipment is delivered to and accepted by CIMBRIA Srl.

For deliveries involving installation, commissioning or services, the transfer of risk occurs upon written acceptance by CIMBRIA Srl.

Delivery must include all documentation and licenses needed for the specific country of installation.

All goods must be accompanied by advice notes detailing goods, quantity, part number, number of cartons or other packaging units and CIMBRIA Srl purchase order number.

## 5. Delivery Time

Delivery times agreed for the product(s) comprised by these conditions shall be recorded and regulated in a separate delivery schedule.

Delivery times agreed shall be observed at any time and delivery times shall include transit times, irrespective of delivery conditions.

In case of changes to the delivery times agreed in the delivery schedule and/or if a delivery date cannot be met, the Seller undertakes to inform CIMBRIA Srl in writing immediately.

## 6. Delay

If the Seller fails to deliver an order at the confirmed delivery time, CIMBRIA Srl will claim a reduction in the purchase price agreed. The only exception from this condition shall be delay caused by Force Majeure.

The reduction in price shall amount to 2 % of the total order value per commenced week of delay up to a maximum amount not exceeding 10 % of the total order value.

In case of incomplete delivery or delivery of defective products, CIMBRIA Srl shall be entitled to require special freight to be affected at the Seller's account and risk.

In case of any delay in relation to an agreed date of delivery, CIMBRIA Srl is entitled to terminate the agreement in whole or in part or to procure replacement from a third party in a reasonable manner and claim compensation for damages, without first setting a new deadline for delivery.

Any payment under this clause shall not limit CIMBRIA Srl's right to claim actual damages in accordance with applicable laws or these Conditions.

## 7. Terms of Payment

The terms of payment have been agreed as delivery month net +60 days, alternatively 14 days -3% cash discount.

The Seller and CIMBRIA Srl can specifically agree on a case-by-case basis different terms of payment which have to be specifically mentioned in the purchase order.

The Seller must implement an electronic invoice solution on CIMBRIA Srl request.

CIMBRIA Srl may set off against any payment due to Seller any amount due to CIMBRIA Srl from Seller.

## 8. Change order Management

CIMBRIA Srl may initiate a change to the scope of supply before delivery. All changes must be approved by both Parties in writing.

## 9. Right of Complaint

No delivery shall be deemed to have been accepted before CIMBRIA Srl has had a reasonable time to inspect it, in any case no later than 7 days.

CIMBRIA Srl undertakes to submit a complaint in writing to the Seller upon identifying a defective supply. In any circumstance, the complaint shall be sent within the warranty period.

The Seller undertakes to remedy the defect and, if necessary, to deliver products in replacement within a reasonable time being no later than 15 days and shall bear any related additional costs, including but not limited to freight, weekend work, acquisitions from third parties, etc.

If the defect is not remedied or no products have been delivered in replacement within a reasonable time, CIMBRIA Srl shall be entitled to a reduction of the purchase price corresponding to at least 20% of the value of the order or to cancel the purchase and claim damages corresponding to at least 20% of the value of the order.

## 10. Warranty

The Seller supplies a warranty of at least 60 months. The warranty period starts at the time of delivery and transfer of risk (see section 5 Delivery).

The Seller warrants that the products and services are strictly in accordance with the purchase order and the agreed specifications. Furthermore, the Seller warrants that the products and services comply with all applicable EU laws and regulation and all applicable law and regulation at agreed place of destination.

The repair or replacement must be carried out at the place where the product is physical located, unless otherwise agreed by CIMBRIA Srl.

The Seller warrants that the warranty services will be performed by appropriately qualified and trained personnel with due care and diligence.

At CIMBRIA Srl sole option, it shall have a right, in case the goods have material defects, whether or not it has previously required to repair or replace them, to terminate the contract and to require repayment of any part of the price that had been paid.

At CIMBRIA Srl sole option, it shall have a right, in case of delivery of goods with material defects, to suspend or terminate delivery of further orders.

#### 11. Inspection

CIMBRIA Srl reserves the right to conduct unannounced quality audits at the Seller's premises at any time during the execution of the purchase order.

#### 12. Assignment and Subcontracting

The Seller shall not assign or subcontract all or any part of these Conditions without prior written approval of CIMBRIA Srl.

Subcontracting with such approval shall not relieve the Seller of any of his obligations and warranties under the purchase order.

#### 13. Liability

The Seller is liable for any damage or loss caused by defects in the product, or reproductions thereof, including but not limited to any defects to products which the delivered becomes a part of, if the damage or loss caused is by errors or omissions of the Seller or someone the Seller is responsible of.

To the extent CIMBRIA Srl had to be met with claims by third parties for damage/loss caused by the product or reproductions thereof, the Seller is thus obliged to indemnify CIMBRIA Srl to the extent the Seller in the relationship should be responsible for such loss or damage, see above.

The Seller is obliged to take out and maintain product liability insurance in a reputable insurance company.

#### 14. Anti-corruption

The Seller is obligated to act in an ethical responsible matter and comply with the international conventions and principles, including UN Global Compact.

The Seller agrees that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made either directly or indirectly as an inducement or reward in relation to any projects or transactions envisaged by these Conditions.

Any such practice will be grounds for terminating these Conditions and any cooperation agreements or other agreements resulting from these Conditions and for such other additional actions, civil, criminal or both as may be applicable.

The Seller warrants and guarantees, that all its actions and declarations of intent made under these Conditions are in compliance with all laws, regulations and restrictions applicable in the Seller's country(s) of shipment(s).

#### 15. Venue and Governing Law

These Conditions shall be subject to, construed and interpreted in accordance with Italy Law. Any disputes arising from, or in connection with these Conditions shall be settled by arbitration according to ICC arbitration rules. The place of arbitration shall be [name place] and the language of the proceedings shall be [Select language]. In case of any translation of these Conditions, the English version shall prevail.

#### 16. Non-Disclosure of Confidential Information

In general, the recipient of any Confidential Information (meaning an information that is not publicly available and it can be understood as confidential by an ordinary recipient, whether or not marked as confidential.) under these Conditions shall not disclose this to any third party.

#### 17. No waiver

No waiver by CIMBRIA Srl of any breach of contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any provision.

#### 18. Invalidity

If any provision of these Conditions or of the contract is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions or of the contract shall not be affected thereby.

#### 19. Intellectual property

Neither Party acquires any intellectual property rights under these Conditions. It has been specifically agreed that no license to either Party under patents, trademarks or copyrights is granted by the disclosure of Confidential Information.

These Conditions concern only sharing of information between the Parties and give no right to the recipient to use the discussed technology information and technology without the written approval from the disclosing party.

The Seller shall indemnify CIMBRIA Srl on first demand against all claims by third parties due to the breach by Supplier of any intellectual property rights under these Conditions and reimburse all necessary expenses in connection with these claims.