

GENERAL PURCHASING CONDITIONS REGULATING TUBIFLEX SUPPLIERS

1. INTRODUCTION

The general terms and conditions herein are intended as applicable to every order, with the exception of dispensations explicitly indicated with special conditions in writing on the order itself.

All the conditions indicated herein are intended as having been accepted, even if the copy of the order has not been signed by the supplier, as they must be considered an essential part of the order.

Any clause the supplier may affix to invoices, order confirmations, or correspondence that is contrary or supplemental to the general or special terms and conditions of the order in question, is considered null and void.

For aerospace supplies or those subject to military surveillance, the supplier and all potential subcontractors must guarantee the organization, its clients, and authorities in charge access to the sites involved in the activities commissioned and to all applicable registrations.

2. INVOICES – All invoices must indicate:

- the order number and the shipping bill's number;
- the list of merchandise in the progression of the shipping bills.

3. DELIVERY DOCUMENTS – The materials must be always be accompanied by delivery documents indicating: the name of the supplier, the shipping date, the number and date of the order, the TUBIFLEX part number, the quantity of each package and every other indication present on the order itself, as well as the drawing and the precise specification of the material delivered.

The delivery documents may refer to goods from more than one order, provided that the goods and relative orders are clearly indicated.

N.B. – If the conditions indicated in paragraphs 2 and 3 herein and the conditions for the acceptance of the individual specifications are not fulfilled, the date of payment of the invoices may be delayed without additional notice.

DELIVERY OF GOODS – Deliveries for which the abovementioned conditions are not observed may be refused by Tubiflex. The goods must always be consigned to our warehouses (quantities and weight checked by our Materials Acceptance Service following delivery to our warehouses), even if Tubiflex assumes the cost of the shipping.

TERMS OF DELIVERY – If the terms of delivery are not fulfilled, even for only a part of the order, TUBIFLEX, if so desires, reserves the right:

- a) to keep the order alive, applying a 2% penalty to the Supplier on the amount of the material not delivered, for each week of delay, safe in the case of indemnity for greater damages;
- b) to cancel the entire order, for which TUBIFLEX is only required to notify the supplier, as TUBIFLEX is exonerated from the offer pursuant to the first paragraph of Article 1517 of the Italian Civil Code;
- c) to purchase, elsewhere and at any time, the supply materials (and this even apart from the cases specified in Art. 1516 C.C.), at the risk of the supplier, and in any case with the exception of complete compensation for damages.

- 4. EXCESS MATERIALS DELIVERED** – TUBIFLEX reserves the right to refuse materials supplied in excess of the quantities ordered (in other words, beyond applicable tolerances, when specified in writing on the order), even if said materials have already entered its warehouses.
- 5. INSPECTION OF THE GOODS** – The simple delivery to our receiving personnel does not imply the acceptance of the goods, as the conditions, quantity, type and quality of the goods must be verified exclusively by the TUBIFLEX Materials Acceptance Service.
TUBIFLEX is exempt from the consequences pursuant to the last paragraph of Article 1513 C.C., if it has not asked the Legal Authorities to verify the quality and the condition of materials supplied according to the methods indicated at Article 696 of the Italian C.P.C.
- 6. NON-CONFORMITY OF GOODS** – If a claim is forwarded to the supplier declaring that the goods delivered present faults and/or defects, TUBIFLEX will not be obliged to uphold the terms and conditions specified in Art. 1495 and Art. 1667 C.C.
The declaration of faults and defects, even if evident, may be made by TUBIFLEX at any time following the receipt of the goods, even if the goods have already been processed and the invoices relative to the goods have already been paid.
The order is considered to be finalized with the favourable results of the inspection following the delivery of the quantity of material ordered to the TUBIFLEX warehouse indicated in the order. If ever the inspection should result in defects in the material supplied being found, TUBIFLEX reserves the right to ask for replacement of the goods, under the same contractual conditions, or to refuse the supply, always with the right to request payment of damages.
TUBIFLEX reserves the right to refuse the entire supply, even if this should include successive goods and services, and to therefore cancel the order with the right to withhold materials previously delivered and found to be in conformity with the order, in any case with the compensation of damages. TUBIFLEX also reserves the right to purchase materials found to be defective elsewhere, pursuant to letter c) of paragraph 5.
- 7. PAYMENTS AND NON-FULFILMENTS** – The verification of non-fulfillment in the supply by the supplier grants TUBIFLEX the right to withhold payments due for previous services, even if not relative to the order, as a guarantee of the consequences of said non-fulfillment. There is no obligation to obtain preventive measures from Legal Authorities.
Furthermore, as per Italian Legislative Decree Nr. 231/02, potential disputes or anticipated delivery of supplies not previously agreed upon automatically modify the contractual conditions of payment from “INVOICE DATE” to “DATE OF SETTLEMENT”.
- 8. TUBIFLEX DRAWINGS AND SAMPLES** - TUBIFLEX drawings and samples must not be copied by suppliers, must not be transmitted to third parties, and must not be used for purposes other than the production of supplies for TUBIFLEX.
The production of goods according to TUBIFLEX drawings or samples must be limited by the supplier to the quantities to be delivered to TUBIFLEX and the supplier hereby agrees to destroy any excess.
The supplier acknowledges that it is illegal to manufacture, with the exception of the supply ordered, and sell materials produced according to TUBIFLEX drawings and samples, whether for use in production or supply, replacement parts and accessories of every type, even if the products are sold without mention of the TUBIFLEX name, trademark, or proprietary designs.
- 9. PROHIBITION TO TRANSFER** – TUBIFLEX orders cannot be transferred. Credit deriving from the supplies made to TUBIFLEX cannot be transferred or delegated under any form whatsoever.

10. TEXT – Only the Italian text of these General Conditions of Purchasing, present in our documents and on our web-site, will rule our purchases as its translation in English is only intended for easing its understanding.

11. JURISDICTION – For any dispute, the competent court, jurisdiction and venue is that of Torino, Italy.

ORBASSANO (TO) – 16/09/2016