

## Olmec S.r.l. Company

**1. PURPOSE**

The purpose of the present general conditions of purchase of goods and/or services (hereinafter the "General conditions") is to define the terms and conditions whereby Olmec S.r.l., an Italy Company with a share capital of 110,000 euros, registered under REA number BS-238151, whose registered office is located at Via S. Antonio 22, 35020 S. Maria del Monte (PD), Italy, and Olmec S.r.l. (hereinafter the "Supplier") enters the supplier (hereinafter the "Supplier"), who accepts it, to supply the goods and equipment (hereinafter the "Goods") and/or services (hereinafter the "Services").

**2. FORM AND CONTENT OF THE CONTRACT**

**2.1.** The contract (hereinafter the "Contract") that shall govern the supply of Goods and Services by the Supplier to the benefit of the Purchaser shall consist of the documents quoted in decreasing order of priority as follows:  
**2.2.** purchase order (hereinafter the "Order");  
**2.3.** special conditions, supplementing and/or amending the General Conditions, indicated in the Order (hereinafter the "Special conditions");  
**2.4.** the present General conditions;  
**2.5.** the Technical Specifications attached to the Order (hereinafter the "Technical Specifications");  
**2.6.** the Supplier's offer/expressly referred to the Order (hereinafter the "Offer").

**2.7.** Any start of performance of the Contract and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Goods and/or Services, shall involve the definitive acceptance of the terms and conditions of all of the documents stated in Article 2.1.  
**2.8.** All documents other than those covered in Article 2.1 shall not be applicable between the parties to the Contract, unless otherwise stated in the Order.

**3. COMING INTO FORCE – TERM**

**3.1.** Subject to the provisions of Article 2.2, the Contract shall come into force once the Purchaser has acknowledged receipt of the Order signed by the Supplier. The Supplier undertakes to return to the Purchaser, the acknowledgement of receipt of the Order within five (5) calendar days of the receipt thereof; however, and if not returned within this period, the Contract shall be considered to have been concluded.  
**3.2.** Unless stated otherwise in the Contract, the date of coming into force thereof shall constitute the starting point for the performance time by the Supplier of its obligations under the Contract.

**3.3.** The Contract shall expire upon all of the obligations of each party have been fully performed.  
**3.4.** **PRICING**  
**4.1.** The Supplier shall deliver the Goods and/or perform the Services in accordance with the Technical Specifications, the applicable industry standards and the timetable for performance defined in the Contract. To this end, the Supplier commits himself to achieve performance and results under this Contract. The performance deadlines may only be extended or reduced through an amendment to the Contract, in accordance with the provisions of Article 7.2.

**4.2.** The Supplier shall request from the Purchaser in due time, any approvals and instructions needed for the correct performance of the Contract. For its part and as the case may be, the Purchaser shall make available to the Supplier the materials and/or perform the work identified in the Contract. It shall also provide access to the delivery site for the Goods and/or performance of the Services (hereinafter the "Site" or "Sites").  
**4.3.** By accepting the Order, the Supplier expressly acknowledges having received communication of all of the documents and information that it needs in order to assess the commitments that it has assumed under the Contract, as well as the conditions for performance thereof, especially concerning the safety standards in force at the Site and any possible dangers connected with the installations and/or machinery nearby, whether these have been conveyed spontaneously from the Purchaser, or whether it has itself solicited them in application of its obligation as a professional to solicit all of the documents and information necessary for the correct performance of its obligations under the Contract.  
**4.4.** Throughout the term of the performance of the Contract, the Supplier shall be responsible for its staff complying with the Purchaser's internal rules and conditions of access, health and safety rules applicable to the site and to inform the Purchaser immediately of any event that might affect the performance of the Contract, especially as regards safety.

**4.5.** The Supplier shall be responsible for implementing all of the necessary resources for the performance of its obligations under the Contract, with the exception of those specifically mentioned in the Contract as being under the responsibility of the Purchaser. The Supplier shall have all of the materials and equipment that are necessary for the performance of the Contract and shall allocate qualified staff in sufficient numbers to perform the Contract within the contractual deadline.  
**4.6.** Unless different procedures are specified in the Special Conditions, the Supplier shall send the Purchaser a weekly activity report tracing the Goods and/or Services performed and any difficulties encountered, which shall include in particular a progress report for the delivery of the Goods and/or Services according to a format which the Purchaser shall have previously agreed in writing.  
**4.7.** Within seven (7) days at the latest of the Contract coming into force, the Supplier shall appoint a staff member as a project manager and shall inform the Purchaser accordingly. The project manager shall be appointed as responsible for directing the operations necessary for the delivery of the Goods and/or performance of the Services and shall be solely entitled to give instructions to the Supplier's staff who are responsible for the performance of the Services on Site. It shall be the Supplier's contact person of the Purchaser.

**4.8.** The Supplier shall be responsible for matters of scheduling and staff and agree to comply with labor legislation, especially that concerning working hours, weekly rest and possibly additional rest periods and annual or other leave and shall be responsible for paying all of the contributions relating to its staff.  
**4.9.** The Supplier shall fulfill at its own expenses, all formalities and obligations imposed by the Regulation (EC) no 1907/2006 concerning the registration, evaluation, authorization and restrictions of chemicals (REACH). It shall also undertake all of the formalities and obligations imposed by the Regulation pursuant to Article 8 of this Regulation, the Supplier, based outside the European Economic Area, shall appoint an exclusive representative, at its option, based in Europe, who will be in charge to proceed to all formalities and obligations imposed by the Regulation. The Supplier shall provide the Purchaser the name and address of the representative that it has appointed. Upon its request, a certificate establishing its conformity with the Regulation's terms and conditions.  
**4.10.** In the event of non-compliance with the formalities imposed by the said Regulation, the Supplier shall undertake to compensate any damage that may result therefrom.

**5. DISPOSAL OF MATERIAL BY THE PURCHASER**  
**5.1.** Materials, components, tools, molds, jigs and fixtures, accessories or others which may be made available to the Supplier by the Purchaser for the purposes of the Contract shall be in the Supplier's custody who shall take out insurance against any damage that they might suffer and it shall clearly mark them and record them as being the property of the Purchaser.

**5.2.** The Supplier shall refrain from using such materials other than for the purpose of the Contract, it shall keep them in good working order, except for normal wear and tear and it shall take on the risks relating thereto throughout the period when they are made available to it.  
**5.3.** Any damage or deterioration that such materials may suffer due to improper use or negligence by the Supplier shall be repaired at the latter's cost. Without prejudice to the other rights of the Purchaser, the Supplier shall return such materials upon first request.  
**5.4.** Ownership of tools manufactured or acquired by the Supplier especially for the purposes of the Contract such as models, molds, jigs and fixtures, accessories or others, shall be transferred to the Purchaser at the time of their manufacture or acquisition by the Supplier. The Supplier shall return the tools to the Purchaser by mutual agreement at the end of the Contract at the latest.

**6. HAZARDOUS PRODUCTS**  
**6.1.** Should certain Goods or products that are to be respectively supplied or used under the terms of the Contract, contain hazardous substances or require the taking of special safety precautions during handling, transportation, storage or disposal, the Supplier shall provide the Purchaser, before delivering or using them, in writing with the necessary information relating to the nature of these substances and the precautions to be taken. The Supplier shall ensure that before dispatch, the appropriate instructions and warnings are clearly displayed on the Goods or products in question and on the packaging in which they are placed.  
**6.2.** In particular, and without this provision being restrictive, the Supplier shall provide the Purchaser in writing with any indications, instructions and warnings necessary in order to comply with the legislative or regulatory provisions applicable for health and safety considerations.

**7. MODIFICATIONS**  
**7.1.** The Supplier shall accept any modification that the Purchaser may legitimately require of it as regards the subject of the Order, the Technical Specifications or deadlines for performance. The related price may be adjusted in order to take into account the said modification, based on the rates and prices indicated in the Contract or, if these are not applicable, on the basis of what is fair and reasonable.  
**7.2.** Any modification to the Contract shall only be binding upon the parties if the said modification has been transmitted through an amendment to the Contract.

**8. CONTROLLING – TESTING**  
**8.1.** The Purchaser, who may be accompanied by any person appointed thereby, may at any time make any controlling visit that it considers necessary to the premises where the Goods and/or Services are to be delivered during normal working hours, in order to ensure the correct performance by the Supplier, of its contractual obligations.  
**8.2.** The Supplier shall promptly remedy any defects note relating to the Goods and/or Services during the abovementioned visits as well as any defect notified to it by the Purchaser concerning its performance.  
**8.3.** The Supplier shall inform the Purchaser in writing, with a minimum of seven (7) calendar days notice, of the date on which testing is to be performed. The Purchaser and any person appointed by it shall have the right to be present during the tests. The Supplier shall provide the Purchaser with official reports of the corresponding tests.

**8.4.** If the test results do not comply with the Technical Specifications and/or performance requirements (Quality Assurance Plan, industry standards, etc.), the Supplier shall immediately carry out the necessary measures and shall repeat the planned testing at its exclusive expense, and under conditions that are compatible with the deadlines stipulated in the Contract.  
**8.5.** Controlling and testing performance shall not release the Supplier from its liability and shall not be considered as an acceptance of the Goods and/or Services by the Purchaser, the latter retaining all of its rights and contractual remedies and in particular those stated in Articles 12, 13 and 14 hereafter.

**9. TRANSPORTATION – PACKAGING**  
**9.1.** Should there be no special stipulation relating thereto in the Contract, the Supplier shall, in all circumstances, use packaging suitable to the nature of the Goods and that guarantees the integrity thereof until they are delivered.  
**9.2.** Where there is no special stipulation in the Contract, (i) deliveries on the premises mentioned in the Contract shall be made "Delivered Duty Paid" ("DDP" according to INCOTERM, 2000 version), any costs to be borne by the Supplier;

(ii) for equipment purchased "ex works" ("EXW" according to INCOTERM, 2000 version), the Supplier shall be responsible for packaging and transportation on behalf of the Purchaser, under optimum conditions. The corresponding charges shall be paid by the Supplier and shall be invoiced to the Purchaser at cost.  
**9.3.** Any delivery of Goods shall be accompanied by the Supplier's delivery note, dated, bearing references of the Contract and indicating in particular the details of the Goods delivered, the contents of the parcels therein, their gross and net weight, method of transportation, date of dispatch, as well as the rail wagon number or vehicle registration number if relevant. The Supplier shall send simultaneously, by separate letter, a copy of the document to the Purchaser's department that issued the Order.

**10. DELIVERY AND LEAD TIME**  
**10.1.** The date of delivery for the performance of the Services and/or delivery of the Goods specified in the Contract, are ABSOLUTE DEADLINES; they shall constitute a substantial condition of the Contract.  
**10.2.** If the delivery of the Goods and/or performance of the Services is likely to be delayed, the Supplier shall inform the Purchaser accordingly as soon as possible and shall specify in writing the measures it has adopted or proposes in order to minimize the consequences of such delay.

**11. PENALTIES FOR DELAY**  
**11.1.** If the Supplier fails to comply with the dates or deadlines for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons attributable to the Purchaser, the latter is entitled to apply penalties, without any prior official notification, from the moment any date or deadline has been reached.  
**11.2.** Unless stipulated otherwise in the Contract, the penalties mentioned here above shall be calculated at the rate of two per cent (2%) of the total price of the Contract exclusive of Value Added Tax per week's delay up to a maximum of ten (10%) of the total price of the Contract exclusive of Value Added Tax. Each week's delay started gives rise to the application of penalties for the week in question.  
**11.3.** It is expressly agreed that these penalties as a result of the delay, shall be applicable without prejudice to any other rights and remedies of the Purchaser under the Contract. They shall be the subject of an invoice.

As soon as they are applicable, the penalties may be applied at any time, at the Purchaser's option.

**12. COMPLIANCE REQUIREMENTS**

**12.1.** The Goods and/or Services shall comply with the Technical Specifications and be suitable for the use they are expected. They shall also satisfy the usual quality criteria as well as the current standards and legislation, in force at the time of full delivery of the Goods and/or Services, with the complete documentation associated therewith as well as all instructions, recommendations and other indications necessary in order for them to be used correctly and under the appropriate safety conditions. Goods or Services that do not meet all of the previous requirements shall be considered as non-compliant.

**12.2.** If the Supplier is not certain that the results of the Services or Goods that it shall deliver comply with the requirements defined in Article 12.1, it shall inform immediately the Purchaser thereof in writing, providing all the needed indications concerning the risks of non-compliance and the measures that the Supplier intends to take in order to remedy the situation. The Purchaser shall notify its acceptance or rejection of the Supplier's proposals as soon as possible and in writing.

**12.3.** If the Purchaser assesses on its part that the Supplier is not performing the Services and/or supplying the Goods in accordance with the Contract, it may require the Supplier to indicate to it, in writing, the measures that the Supplier intends to take to remedy the situation. The Purchaser shall notify the Supplier thereof as soon as possible and in writing, indicating the reasons for its rejection of the Supplier's proposals.

**13. NON-COMPLIANCE – REJECTION OF DELIVERY**  
**13.1.** If, when they arrive at the Purchaser's premises or any other place agreed between the parties, the Goods and/or the result of the Services are considered as non-compliant, the Purchaser may reject all or part of them. The delivery shall then be considered as not having been made.  
**13.2.** In this case, the Purchaser reserves the right to require the Supplier to replace or repair the rejected Goods and/or the result of the Services, within the deadline laid down by the Purchaser, or (i) to itself perform or have performed the said replacement or remedy by a third party of its choice, in accordance with the provisions of Article 13.3, or (ii) to return the Goods and/or the result of the Services to a rebate, or (iv) to terminate the Contract in whole or in part in application of Article 25. In all cases, the totality of the costs and risks shall be borne by the Supplier.

**13.3.** In the case defined in Article 13.2 (i), the Purchaser may choose to remedy the non-compliances by itself and/or to assign to a third-party company of its choice for the repairing or remedying, at the Supplier's cost and to the latter's expense, the repair or remedying of the Goods and/or Services. The Supplier by registered letter with fifteen (15) days notice has remained unfulfilled. The Supplier shall then facilitate the interventions of the Purchaser or third-party company in optimum conditions and especially to permit to them the tools, drawings, studies and any other documents already created and necessary for the production of the Goods and/or Services.

**14. GOOD SERVICES SUBJECT TO ACCEPTANCE**  
**14.1.** If the Contract provides acceptance tests for Goods and/or the result of Services after their completion and/or delivery to the Purchaser, the acceptance shall only be considered as definitive when such tests have demonstrated the compliance of the Goods and/or the result of the Services to the requirements of Article 12.1.  
**14.2.** Where the Contract provides for an acceptance procedure in the presence of both parties, at the end of such procedure, the parties shall sign an acceptance certificate if they agree on the compliance of the Goods and/or the result of the Services with the requirements of Article 12.1. Such acceptance certificate shall be produced in two (2) originals. **14.3.** Signature of the acceptance certificate without any reservation by the Purchaser shall constitute the Supplier's acceptance of the Purchaser on the terms of payment due on acceptance date.

**14.4.** The Purchaser may pronounce the acceptance of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances of the case, and the assessment of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or their environment. The Supplier undertakes to remedy any non-compliances revealed in the certificate within the deadline that it is stipulated therein. In such case all or part of payment due upon acceptance date shall be paid by the Purchaser as established by both parties that the Goods and/or Services in question have been made compliant.

**15. TRANSFER OF TITLE – TRANSFER OF RISKS**  
**15.1.** Notwithstanding any other provision, the ownership of the Goods and/or result of the Services shall be transferred to the Purchaser as soon as they are delivered, provided that the Supplier has transferred to their actual delivery to the Purchaser or to any other place agreed between the parties.  
**15.2.** The risks relating to the Goods and/or Services shall, however, be transferred to the Purchaser (i) upon the date of their acceptance if this is performed on the Purchaser's premises in accordance with the provisions of Article 13.3 or (ii) on, on the date of delivery to the Purchaser's Site.

**16. PRICE – PAYMENT**  
**16.1.** The prices indicated in the Order shall be firm and definitive for the term of the Contract. They shall be stipulated including all taxes except Value Added Tax.  
**16.2.** Unless otherwise stipulated in the Contract, the payment of the amounts due to the Supplier shall be considered as being made when the Supplier receives the invoice and the corresponding documents.  
**16.3.** Unless it has been stipulated otherwise in the Contract, the price shall mean "Delivered Duty Paid" ("DDP" according to INCOTERM, 2000 version) at the place provided for in the Order.

**16.4.** Invoices shall indicate the complete references of the Contract and shall be issued by the Supplier in accordance with the due dates stipulated in the Contract, subject to the complete performance by the Supplier of its corresponding obligations.  
**16.5.** Unless stipulated otherwise in the Contract, the invoices issued by the Supplier shall be paid by the Purchaser within sixty (60) days end of the month from the date of their issuance.  
**16.6.** As long as the Supplier has not fully fulfilled its obligations, the Purchaser is authorized to retain all or part of the amount corresponding to the price.  
**16.7.** The Purchaser is entitled to deduct from amounts due to the Supplier at any time in consideration of the performance of its obligations, any amount for which the Supplier shall be made liable under the Contract, especially in application of the provisions of Articles 5.3, 11, 13.3 and 21.1.

**16.8.** In the event of late payment by the Purchaser, the Supplier shall apply penalties. The rate of interest applicable to such penalties shall be restricted to three times the French legal rate of interest.

**17. CONFIDENTIALITY**  
**17.1.** The Supplier undertakes to comply with the confidential nature of any documents, models, drawings, savings, source data and programs that they are made available to it and shall be transmitted to it by the Purchaser or which may come to its knowledge in the context of the performance of the Contract (hereinafter the "Confidential Information") and agrees to refrain from disclosing them to third parties, reproducing them or using them for purposes other than for the performance of the Contract, without prior written consent of the Purchaser.  
**17.2.** The Supplier's Confidential Information shall not apply, however, to information for which the Supplier may provide proof that such information:

a) was already in the public domain, or  
 b) had become accessible to the public, other than through the Supplier having failed in its contractual obligations, or  
 c) had been legally received from a third party who was completely at liberty to disclose it to the Supplier, or  
 d) was in the Supplier's possession at the time it was disclosed by the Purchaser.

**17.3.** The Supplier shall only communicate or disclose Confidential Information to those members of its staff who are directly involved in the performance of the Contract and bound by confidentiality requirements to the same extent as the staff of the Purchaser in the present Article.  
**17.4.** The Supplier shall not copy nor reproduce, in full or in part, any Confidential Information supplied by the Purchaser without the prior written consent of the Purchaser, with the exception of copies or extracts that may reasonably be necessary for the performance of the Contract.

**17.5.** The Supplier shall in no case use the existence of the Contract for advertising, promotional or similar purposes, without the prior written consent of the Purchaser.  
**17.6.** The provisions of the present Article shall remain in full force throughout the term of the Contract and for five (5) years after the end of the Contract, regardless of the reasons why the Contract may end.

**18. INTELLECTUAL PROPERTY**  
**18.1.** "OLMERC COMPANY" shall mean the company of which at least fifty per cent (50%) of the share capital is owned, directly or indirectly, by OLMERC Holdings.  
**18.2.** All intellectual property rights relating to results developed and/or obtained as part of the performance of the Contract (hereinafter designated as the "Results"), regardless of the nature of such Results, such as technical solutions, results of measurement, analysis, simulations, drawings, modeling, mock-ups, specifications, databases, software (including documented source codes), drawings, models, plans, sketches, tooling and equipment as well as all the documentation associated therewith, shall be the exclusive property of the Purchaser as soon as they are obtained by the Supplier.

**18.3.** More specifically, with respect to copyright associated with Results, the Supplier assigns to the Purchaser all of the author's and/or solutions, results of measurement, analysis, simulations, drawings and production rights, for any purposes and for all uses, direct or indirect. These rights shall notably include and in the widest sense: (a) the temporary or permanent reproduction right, by any means, on any media (newspapers, internet, and digital media, etc.) and at any site, (b) the right of identification and marking by any means, (c) the representation right by any procedures, (d) the right of correction, adaptation, evolution, enhancement, modification, addition or creation of derivative works, (e) the right of publication and communication, and (f) the right to sue for damages against any third party.  
 The rights thus assigned shall apply to any applications and may be assigned by the Purchaser to any third party of its choice.

**18.4.** The Purchaser shall be solely entitled to decide to protect the Results or otherwise, in whole or in part, in its own name or that of a company in the OLMERC Company, without any consideration or compensation of any nature whatsoever being due to the Supplier in addition to the price stipulated in the Contract for the Goods and/or Services in question.  
**18.5.** The Supplier specifically undertakes, on its own behalf or any of those involved for its part, such as, without this list being exhaustive, representatives, agents, service-providers or sub-contractors, to perform all of the necessary formalities, where applicable, to cause the provisions of the present Article 18 to become effective.

**18.6.** The Supplier shall guarantee the Purchaser against any claims, legal action or administrative proceedings that might be directed against the Purchaser by a third party alleging the existence of the infringement of a patent, design, trademark, copyright or any other existing intellectual property right, relating to the Goods and/or Services. To this end, the Supplier shall indemnify the Purchaser for any costs and expenses (fees and disbursements, costs and expenditure of any nature, comprising related attorneys' costs and fees) for which it may be made liable.  
**18.7.** Should proceedings be brought or a claim directed against the Purchaser in the context mentioned above, the Purchaser shall advise the Supplier accordingly, and such Supplier shall conduct these proceedings or claim at its own expense. At the request of the Supplier and its expense, the Purchaser shall provide all necessary assistance to the Supplier in the context of such proceedings.  
**18.8.** If use of an intellectual property right is judged as constituting an infringement, and if the Purchaser so requests, the Supplier shall modify or replace at its own expense the infringing item, provided that such amendment or replacement shall not affect the destination, value, usage or performance of the Goods and/or Services.

**19. HEALTH AND SAFETY**  
**19.1.** The Supplier shall comply with the laws and regulations in force determining the health and safety instructions applicable to the work performed pursuant to the Contract and especially, if appropriate, to the work performed on any Site by a third company.  
**19.2.** The Supplier shall also comply with the internal rules at the Purchaser's site(s) where it may have work to be performed in the context of the Contract.

**20. ILLICIT EMPLOYMENT**  
 Under the performance of Services, in accordance with laws and regulations in force concerning the prevention and the control of illicit employment, the Supplier shall submit to the Purchaser, as soon as the Contract comes into force and before beginning the performance of the Services at the latest, the corresponding certificates and any additional document that may be required in the Order.

**21. WARRANTY**  
**21.1. General Provisions**  
 Without prejudice to the legal provisions applicable, the Supplier guarantees the Goods and/or the result of the Services against any defect in design, material, workmanship and assembly throughout the term defined in the Contract. The Supplier shall be liable for the cost of parts and labor.  
 The Supplier's warranty does not include defects resulting from normal wear and tear on the Goods, usage not compliant with the associated documentation or negligence demonstrated by the Supplier attributable to the Purchaser and/or its staff.

Should the Supplier fail in the performance of its warranty obligation, the Purchaser may itself remedy the failing and/or assign a third party enterprise of its choice to perform the remedy, at the Supplier's cost and risks, after an official notification by registered letter has remained unfulfilled for seven (7) calendar days.

The Supplier shall then do everything possible to facilitate the intervention of the Purchaser or the third-party company under the most favorable conditions and especially it shall remit to them the tooling, plans, studies and any other necessary documents.

**21.2. Warranty applicable to production Goods or Services**

Unless the Contract provides otherwise, the contractual term of the warranty shall be twenty-four (24) months from the date of acceptance when the Purchaser's system, or set or product which incorporate the Goods and/or results of Services is put into service, and thirty-six (36) months as a maximum from the date of delivery of the Goods and/or Services at the Purchaser's Site.

During the warranty period, the Supplier shall correct or replace, at its expense, any defect notified to it by the Purchaser within a period not exceeding two (2) working days as from the date of notification sent by the Purchaser. To this end, it shall apply the most appropriate solution between repair, replacement of the defective part or the Good, or re-design of the Good, after the Purchaser has consented thereto. Replacement, repair or re-design operations shall cover all of the Goods to be delivered in the context of a single Order, including spare parts. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the Goods and/or Services in question, depending on the case.

Any replacement or repair, even partial, of a Good affected by a defect shall give rise to the application of a new warranty period covering the Good concerned for a period of twenty-four (24) months from the date of the repair or replacement.

Furthermore, the Supplier undertakes to ensure supply to further Purchaser's orders, that the Goods will remain available, as well as depending on the case, their sub-parts, components or spare parts, in compliance with the Technical Specifications and this shall be for a period of thirty (30) years from the date of the Order. Should the Supplier be unable to fulfil such a commitment, it undertakes to transmit to the Purchaser, free of charge, all of the drawings, specifications documentation, specific tools, documents and other information, necessary for the production of the Goods and/or Services to be replaced in an alternative source of manufacture, sale, repair and/or maintenance relating to the Goods, their sub-parts, components or spare parts.

**21.3. Warranty applicable to non-production Goods or Services**  
 Unless there is a different provision in the Order, the contractual term of the warranty shall be twenty-four (24) months from the date of acceptance when the Goods and/or Services are subject to the provisions of Article 14 or (ii) from the date of delivery to the Purchaser's Site in the other case. During the warranty period, the Supplier shall correct or replace at its own expense, any defect notified to it by the Purchaser, within a period not exceeding five (5) working days as from the written notification sent by the Purchaser unless another deadline shall have been set by mutual agreement between the parties. The replacement and repair operations shall cover all Goods to be delivered as part of a single Order, including spare parts.

Unless there are different stipulations in the Special Conditions, any replacement or repair, even partial, to a Good affected by a defect shall be productive of an application for a new warranty period covering the Good in question for a period of twenty-four (24) months from the date of repair or replacement.

**21.4. Endemic defects**  
**21.4.1. Endemic Defect** shall mean the same defect affecting at least (5%) per cent of series Goods or a same Endemic Defect affects the same part of a series of Goods or a same Good in one or more Orders, the Supplier shall repair or replace all of the identical parts or Goods that are the subject of such Order(s). The Supplier shall also bear the costs of the logistics, disassembly and re-assembly of the parts or Goods.  
 If an Endemic Defect on the same part or the same Good is repaired, the warranty period covering the part or Good shall be extended for a period of twelve (12) months, from the date of receipt by the Purchaser of the Good or part thus repaired.

**21.5. Reliability**  
 Reliability targets (MTBF) are defined in the Technical Specifications attached as an Appendix to the Contract. Notwithstanding any possible application of penalties relating to reliability defined in the Special Conditions, Goods shall remain covered by the warranty defined in Article 21 of the Contract as long as the Reliability Commitments have not been reached.

**22. LIABILITY**  
 The Supplier shall indemnify the Purchaser, whether during or after the performance of the Contract, for any damage, material or non-material, suffered as the result of partial or total non-performance or poor performance of the Contract for any reason for which it is liable, any loss or damage, material or non-material, resulting from the actions of the Supplier, upon first request from the Purchaser, certified by insurance to cover the corresponding risks. These certificates shall indicate the amount and extent of the warranties as well as their term of validity and shall state that the payment of premiums relating thereto has been made.  
**22.2.** The Supplier undertakes to keep its insurance policies in force as long as it is under an obligation to correct any Endemic Defect of the Contract. Any change during the performance period covering the extent of the warranties and/or capital covered shall be notified without delay to the Purchaser and shall be the subject of a new certificate that shall be sent to the Purchaser.

**23. FORCE MAJEURE**  
**23.1.** The occurrence of a contractual obligation is prevented, restricted or delayed by a case of force majeure. The party on whom the obligation is incumbent shall, subject to the provisions covered in Article 24.2, be exempted from any liability resulting from this prevention, restriction or delay concerned and the deadlines it shall have been given for the performance shall be extended accordingly.  
**23.2.** The party that is a victim of an event of force majeure shall inform the other party in writing within fifteen (15) days of the date of the event that constitutes force majeure and shall take every reasonable step to minimize the consequences of such a situation, especially to avoid or limit a possible delay in delivering the Goods and/or performing the Services.

**23.3. SUSPENSION – TERMINATION**  
**23.1.** The Purchaser reserves the right to suspend the performance of the Contract at any time through notification by registered letter with acknowledgment of receipt sent to the Supplier. In such a case, the Supplier may claim compensation that shall be restricted to the additional expenditure duly proven that has been directly caused by the suspension, to the exclusion of any indirect damage including loss of profit.  
**23.2.** Either of the parties may terminate the Contract as of right, without prejudice to the exercise of its other rights and remedies, in the case where:

a) If an event of force majeure occurs that is of such a nature as to delay the performance of the Contract by more than thirty (30) calendar days, with a formality other than the dispatch to the other party of registered letter with acknowledgment of receipt or  
 b) The other party fails in any of its obligations under the Contract and shall not have remedied this defect within fifteen

(15) calendar days following receipt of an official notification sent by registered letter with acknowledgment of receipt from the non-defaulting party. The Purchaser may be entitled to terminate should it emerge during the course of the performance of the Contract, in the event that the subject thereof will eventually be rejected in whole or in part, if it were to be completed.  
**23.3.** The Purchaser may terminate the Contract for convenience with one (1) month's notice, merely by notification by registered letter with acknowledgment of receipt to the Supplier.  
**23.4.** The Purchaser may terminate the Contract if there is a corresponding contract that exists between the Purchaser and the end-user of the Goods and/or Services and that this contract has been terminated.

**23.5.** In the circumstances covered in Articles 23.3 and 23.4 above, the Supplier may claim compensation from the Purchaser on condition that it has complied with its contractual obligations, representing direct, reasonable and justified costs, legitimately incurred in the performance of the Contract until the termination thereof and that the Supplier shall otherwise have no other means of avoiding or recovering them. In no case may this compensation exceed the amount of the Contract.  
**23.6.** The Supplier shall introduce into its own Orders or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimize the potential financial impact of the application thereof.

**26. TAXES AND DUTIES**  
**26.1.** The Supplier shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable due to the delivery of the Goods and/or the performance of the Services.  
**26.2.** The Purchaser shall have the right to deduct from the payments due to the Supplier under the terms of the Contract, any taxes or levies, and similar charges if the Supplier fails to remit to the Purchaser the necessary certificates covering exemption from such deductions.

**27. ASSIGNMENT AND SUB-CONTRACTING**  
**27.1.** The Contract having been entered into *in iudicio personae*, the Supplier, without the specific prior consent of the Purchaser, may not assign it, in full or in part.  
**27.2.** The Supplier may not subcontract the production of the Goods and/or Services unless the Purchaser has provided its consent in writing and in advance. The abovementioned restriction shall not apply, however, in the case of sub-contracting materials or minor elements nor to parts of the Goods for which the sub-contractor is designated in the Contract. Even though covered by such consent, the Supplier shall remain solely liable for all of the Goods supplied and/or the Services performed by it and all of its sub-contractors.  
**27.3.** The Purchaser reserves the right to have its rights and obligations under the Contract performed by itself or any other Company in the OLMERC Group.

**28. SUSTAINABLE DEVELOPMENT**  
 The Supplier acknowledges having read and being fully aware of the Charter for sustainable development adopted by Olmec S.r.l. and currently in force which is available on OLMERC's website at the following address: www.olmec.it

**29. APPLICABLE LAW – LITIGATION**  
**29.1.** The Contract shall be subject to Italian law.  
**29.2.** The parties shall attempt to settle amicably any disputes that may arise between them concerning the validity, interpretation and/or performance of the Contract. Should they be unable to reach an amicable settlement, the parties shall assign exclusive jurisdiction to the Milan Commercial Court and this shall include the case of any emergency injunction.  
**29.3.** Application to the Contract of the United Nations Convention on contracts for the international sale of goods, signed in Vienna in 1980 is expressly excluded.