

# PURCHASE CONDITIONS

## Responsibility of the supplier

The present general conditions of acquisition form an integral part of all contracts, the same as the supply of products, whose manufacture or workmanship, commissioned by any enterprise. The acceptance on the part of the seller, in every order placed by The Lucefin Group, will be abided by under the present conditions, except when different by written accord between both parties. It will be understood that, in the case of differences between the present conditions and possible clauses inserted in the text of the order, the last will be adhered to. In any case, the eventual general conditions of the seller, will not be applied, even partially, without express approval from The Lucefin Group. The present conditions will stay in force for an indefinite time and The Lucefin Group reserves the rights of modification by giving a warning of thirty days. The same term comes granted to the seller and, in the absence of written communication on the possible unavailability of continuing the relationship because of the new conditions, the modifications will be understood to have been accepted.

## The entering in force of the contract

Except where indicated differently by the Lucefin Group, every contract of supply will enter into force, only under the condition that the seller has returned the confirmation order, stamped and signed, within twenty days from the date of issue. The signature should be of a representative of the seller in possession of the necessary powers and, in any case, The Lucefin Group is exonerated from every verification regarding this.

## Documentation

The material object of the order is to be furnished complete with all of the requested technical documentation and certification such as Order and Identification Cards. The declaration of conformity to the specifics referred to in the confirmation order form an integral part of the documentation of supply. In the case of documentation being incomplete and not conforming to the as quoted above instructions, payment of the relative invoices will be effected only after the completion of the required documentation. The affixing of the distinctive signs of the seller on the material object of the order will be agreed upon by both parties.

## Execution of the supply

The supply must be executed in conformity to the prescriptions indicated in the order and in the technical specifications of The Lucefin Group. Any change to the contract must be agreed upon, in writing, before acquiring validity. The seller will guarantee that the materials are exempt from vices or defects that could jeopardize following phases of workmanship.

## Correspondence

The Lucefin Group reserves the right to send its own orders by means of electronic mail. All correspondence, which both parties exchange in execution of every contract of supply, must always refer to the relative number of the order and must be sent to one of the addresses written on the face of the same order, except when particular prescriptions have been agreed upon between both parties.

## Packaging of the materials

The seller must provide adequate packaging and protection for the supplied goods, and assure an orderly control of the goods in order to avoid damages during transport. The technical specifications of The Lucefin Group must find a conforming application on this matter. The seller will be held completely responsible for possible damages to the material caused by unfit packaging and protection of the material.

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## Terms of delivery and return

The delivery will take place in the place indicated on the order form and the seller will remain responsible for the damage of the product up to the moment of delivery. The terms of delivery indicated in the order are strict and essential, except when The Lucefin Group has the right to postpone such terms at the request of the seller by giving fifteen working days notice, with respect to the expiry date. Possible penalties for delayed delivery will be indicated in the order and automatically deducted from the invoice of the seller. The seller will undertake to accept any possible diminutions in the object quantity of the order, provided that they do not exceed 25% and under the condition that the seller has been given sufficient notice. For delays superior to five weeks, The Lucefin Group reserves the right to dissolve the contract, without the seller having any rights to apply for reimbursement of damages.

## Consignment

The consignments will be effected by the most suitable means of transport with the cost being agreed upon by both parties. It is obligatory that the seller compiles the list that indicates; the nature, weight, dimensions, quality of the material as per indicated in the technical specifications, for each package.

## Billing

Invoices must arrive in original form with the indicated order number of The Lucefin Group. They will not be issued with a date prior to that of the delivery of the product and they will be subject to the fiscal treatment in force up to the moment of the operation.

## Formality of payment

The payments will be effected according to the agreed upon formalities written in the order. In the case of breaches on the part of the seller, The Lucefin Group reserves the right of suspending payments.

## Control of goods

Non-conforming goods or non-recoverable goods will be returned at the expense of the seller. Every incurred expense of selection or of recovery will be charged to the seller. Any material which The Lucefin Group judges as not being up to standard still has to respect the notes indicated in its technical specifications.

## Privacy

The seller is bound to observe the maximum privacy of all notices of a technical and commercial character. No notices are to be divulged, without written consent from The Lucefin Group.

## Sub-supplying

It is absolutely forbidden for the seller to entrust to a third party the execution, even partially, of the supply without explicit agreement of The Lucefin Group. In the case of the sub-supplying being authorized, the seller will still remain responsible for the correct and exact manufacture of the product.

## Court of reference

For any disputes refer to the Court of Brescia Italy.

## Privacy

Pursuant to the European Directives (95/46/EC and 2002/58/EC) we would like to inform you that implementation of contractual relationships requires us to be in possession of data that the aforementioned law considers as personal. The data supplied by you is handled to meet the contractual requirements and fulfil legal obligations and is also processed with electronic instruments, always guaranteeing security and confidentiality. The data can be communicated in any form, also by consultation by or making it available, to credit institutions, trade companies, associated companies, consultants and professionals as well as third parties for the supply of services. The data controller is the company receiving the order.