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**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS**

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**1. Orders**

Seller has to accept an Order within the time limit of five (5) days otherwise the Order will be deemed to have been accepted. Reasonable changes are possible only after agreement. Order, confirmation as well as changes have to be in written form.

**2. Conditions, Terms of Delivery and Payments**

- 2.1 Order quantities are firm. Seller will deliver the goods at the place, date and time specified in the Order. Partial shipments, within 30 days from agreed delivery dates will be accepted only with Lasi written agreement.
- 2.2 Lasi considers CEE Quality Certifications and Proof of Origin as integral part of the Order.
- 2.3 Delivery date indicated in the Order is not modifiable. Delay and advanced delivery cannot be accepted by Lasi which is entitled to reject any material delivered in advance without specific authorization from Lasi itself. Not authorized deliveries will be return F.O.B. to the Seller. If Lasi, for any reason, will not be able to return the material the payment of the goods will be anyway based upon the delivery date indicated in the Order.
- 2.4 Goods delivered during the last week of the month will be paid the following month unless otherwise specified in the Order. The payment due on August 31st and December 31st will be paid on the 10th of the following month.
- 2.5 Seller has to inform Lasi, without undue delay and in written form, when it can perceive that requested due date cannot be met. At the same time the Seller has to take all the necessary actions, at its own expenses, to recover the delay.
- 2.6 Any delay in the delivery, if not agree 30 days in advance with Lasi, will entitle Lasi to either (a) terminate the Order for such goods; or (b) make alternate arrangements for the transportation of the goods. Seller will reimburse Lasi for any additional costs identified by Lasi, which Lasi incurs in purchasing replacements goods or in arranging for alternate transportation.
- 2.7 If delay is not recoverable by the Seller, Lasi will have the right to: (a) take legal action against the Seller for non performance damages, (b) ask for a lump sum of the cost incurred due to Seller's delays, (c) withdraw from the Contract.

**3. Price**

Prices, unless otherwise noted, have to be considered fixed and not modifiable e for all the goods specified in the Order. Currency shall be identified on the face of the Order.

**4. Rescheduling and Cancellation**

Lasi may reschedule any delivery of goods without liability. Lasi may cancel any outstanding Order or part of an Order without liability by giving thirty (30) days prior written notice to Seller. If Lasi cancels an Order on less than thirty (30) days notice and Seller cannot use the goods in the course of its business or dispose of them on reasonable commercial terms, Lasi will compensate Seller in an agreed-to amount not to exceed the actual purchase of goods. In no event will Lasi have liability in respect of any Order cancelled pursuant to sections: 2.6, 2.7, 6, 7, and 9.

**5. Seller's Representation and Warranties**

- 5.1 Seller represents and warrants that all good and/or services provided will : (a) be free from defect in material, workmanship and design; (b) comply with the specifications set out in the Order and any samples provided by either party to the other and agreed to by Lasi; (c) comply with Lasi's quality assurance procedures as provided to Seller from time to time; (d) be shipped in compliance with Lasi general quality requirements and (e) be manufactured , handled , packaged and transported in accordance with applicable laws, regulations, guidelines and industry standard; and (f) have a price at least as low as those charged to the most favoured customer of Seller like quantities and conditions of the same or substantially similar goods or services.
- 5.2 Seller recognize to Lasi a warranty period of twelve (12) months from date the good are delivered to Lasi. In case of replacement or repair of goods the warranty period, with respect to replaced or repaired goods, begins anew from the date goods are returned to Lasi.

**6. Non-Complying Goods**

If Lasi notifies Seller in writing at any time within six (6) months of delivery that the goods/services do not comply with the provisions of the Order, Lasi may, at its option, require that Seller either repair or replace the goods or reperform the services with all possible speed and without cost to Lasi (including any relevant freight and duty costs incurred). If Lasi give such a notice within thirty (30) days of delivery, Lasi shall have the additional option of returning the goods to Seller at Seller's cost and receiving a credit of the purchase price. These rights are in addition to any other legal or equitable rights or remedies available to Lasi.

**7. Epidemic defective**

- 7.1 Whenever the delivered goods are affected by an epidemic defect resulting in a non-conformity against specification, Seller will be entitled to remove the root cause of the problem. In such event all the open deliveries to Lasi will be postponed until



the problem is solved. Lasi is entitled to terminate the agreement without any obligation if the Seller is not able to solve the problem within 30 days from Lasi notification of the “non-conformity”.

- 7.2 In cases where Seller is able to clear the non-conformity it will have to provide Lasi with ‘defect free date’ to indicate that the entire product delivered after this date comply with the specifications sets in the Order.
- 7.3 Any additional cost incurred by Lasi to rework the non-conforming goods already delivered will be charged to the Seller, which will also be charged for all the costs Lasi incurred due to the ‘non-conforming’ deliveries.
- 7.4 Seller responsibilities for epidemic defect is consider as an integration to the warranty term identified in section 4.

#### **8. Title, Property and Risk**

All title to, property in and risk in goods will pass to Lasi on delivery of goods at Lasi premises or to any other destination specified by Lasi in the Order.

#### **9. Termination**

Pursuant to Article 1456 of Italian Civil Code, Lasi may terminate this Order on notice with immediate effect if: (a) Supplier will break its obligations against one of the following: article 2 Conditions, Terms of Delivery and Payments sections 6 and 7; article 6. Epidemic defective section 1; article 10 Confidential Information; (b) Seller is proposed under any applicable bankruptcy or insolvent legislation for insolvent or bankrupt status.

#### **10. Notices**

All notices must be in writing sent to the parties at their address and facsimile numbers set out in the Order or such address or number as amended in accordance with this provision. A notice will be deemed to have been given on the third day after mailing if sent by mail, on the date of transmission of facsimile or electronic data interchange, or on the date of delivery if the deliver is by hand.

#### **11. Confidential Information**

Subject to the provisions of any confidential agreement signed by the parties, the parties may disclose information to one another (whether of a technical , financial or business nature) which in all circumstances should reasonably treated by recipient as confidential. Recipient shall use confidential information solely for the purpose for which it was disclosed or otherwise for the benefit of the discloser and shall use the same care and discretion to avoid disclosure, publication or dissemination of confidential information as it uses with its own similar information, but in no case will recipient use less than a reasonable standard of care and discretion. Confidential information may disclose only on a need to know basis to Lasi employee and agents which will be required to treat the information in accordance with the confidential statement set in the Order.

#### **12. Subcontracting**

Seller may not subcontract any of its obligations hereunder, in whole or in part, without the prior written consent of Lasi, which consent will not be reasonably withheld.

#### **13. Lasi parts, tools and technical**

- 13.1 If Lasi provides parts or tools for use by Seller to perform work under this Order, Seller will use such parts or tools solely for that purpose and will repair, renew all tools as its expenses unless otherwise agreed. All goods, tools, moulds, parts, materials, documentation , information and other item furnished , procured or paid by Lasi will at all time remain the property of Lasi ,and will be returned promptly to Lasi upon termination.
- 13.2 Drawings, application note, technical spec., outlines, tooling, and samples delivered to the Seller are Lasi exclusive property and part of its own IP, Seller must handled them in a confidential way and is not authorized to copy, and /or distribute them to any sub-contractor unless authorized in written by Lasi. All the documents have to be returned in good condition to Lasi when Order is closed.

#### **14. Agreement/amendments**

This Order constitutes the agreement between Lasi and Seller and supersedes any prior presentation, promise or proposal. No other document, including Seller’s proposal, quotation, and acknowledgement forms, will be part of this Order, even if refer to, unless specify agreed to by Lasi in writing.

#### **15. Personal Data**

Each party shall process the personal data of the other party in observance of the law in force at the time. Moreover, if, during execution of the contract, each Party should supply to the other Party, the personal data of third parties, it shall henceforth, assuming every relative responsibility for so doing, inform such third party in advance in compliance with art. 13 of EU General Data Protection Regulation 2016/679, obtain from it, where necessary, consent for the processing and exonerate and protect the other party from any dispute, claim or request for compensation of damages, which may come from the other Party due to breach of the obligations as per this article and in general from any dispute, claim or request for compensation of damages, which the latter



should receive from third party subjects the personal data of whom have been processed for voluntary purposes and not compatible with execution of this contract and the associated contractual and legal obligations, in this way breaching data protection regulations.

**16. Applicable law and jurisdiction**

Italian law will govern this Order. For any dispute that could arise between the two parties in relation to this order, the place of jurisdiction will be exclusively the Courts of Busto Arsizio (VA). The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement and/or any Contract or to any dispute or transaction arising out of this Agreement and/or any Contract.

