

GENERAL TERMS OF PURCHASE

Version: May 19th 2020

1. INTRODUCTION

- 1.1. These General Terms of Purchase regulate the Purchase Orders issued or the purchase contracts signed between Athena S.p.A. and the supplier of raw materials, semi-finished products, goods and services of any nature (hereafter, the "Supplier"). They form an integral and essential part of the Purchase Order or the Supply Contract to which they refer and they establish the general terms and conditions that will regulate procurements by Athena S.p.A.
- 1.2. Any amendment, addition or sale condition of the Supplier that differs in whole or in part from these General Terms of Purchase will not be valid, except in the case of specific written acceptance by Athena S.p.A.
- 1.3. The General Terms of Purchase may be integrated or amended by specific provisions of the Purchase Orders or Contracts; the latter will prevail over the content of the General Terms of Purchase.

2. PURCHASE ORDERS AND DELIVERIES

- 2.1 Orders, contracts and requests for delivery or supply, along with any changes to the same, must be made in writing.
- 2.2 The validity of any verbal agreements, including amendments or additions to these General Terms of Purchase, is conditional upon the written confirmation of Athena S.p.A.. Communications sent by e-mail will also be considered as written confirmations.
- 2.3 The quotations will have binding value and will not give rise to fees of any nature in favour of the Supplier, unless otherwise agreed between Athena S.p.A. and the Supplier itself.
- 2.4 The Order Confirmation must be sent in writing to Athena S.p.A. within 5 working days from transmitting the Purchase Order. Once that term has elapsed, in the absence of explicit rejection, the Purchase Order will be considered to be confirmed in all its parts.
- 2.5 Deliveries or supplies that differ from what is indicated in the contracts or in the Purchase Orders of Athena S.p.A. will be admissible only subject to written consent from Athena S.p.A.
- 2.6 Terms of supply and delivery times are indicated in the Purchase Order and are to be considered essential.
- 2.7 The delivery is deemed to be made when the supplier delivers the goods compliant with the type, quality and quantity indicated in the Purchase Order.
- 2.8 If the Supplier makes a delayed delivery with respect to the agreed delivery times or delivers the goods to locations or entities different from those indicated by Athena S.p.A., the latter may refuse the supply and claim compensation for any damages suffered.
- 2.9 The Supplier must notify Athena S.p.A. promptly if it foresees any difficulties that may hinder its ability to deliver or to supply the goods or services by the agreed deadlines and with the quality requested by Athena S.p.A.. The latter will be entitled to cancel the order if the delivery delay is longer than 4 working days with respect to the agreed delivery date.
- 2.10 In the event of delivery delays, Athena S.p.A. will be entitled to claim compensation for any damages suffered, except where the failure to respect the delivery date is due to causes of force majeure.

3. PACKAGING AND TRANSPORTATION

- 3.1 The Supplier is responsible for packaging the supplies, which must be assembled, packaged and protected in a manner fit to prevent the goods being damaged.
- 3.2 The supplies must be delivered in accordance with the delivery term indicated in the Purchase Order or the Contract. The transfer of the respective risk to Athena S.p.A. will occur in accordance with the delivery term defined between the parties.

4. PAYMENTS AND INVOICES

- 4.1 The Supplier issues a single monthly summary invoice.
- 4.2 Payments will be made in accordance with the payment terms indicated in the Purchase Order.

5. WARRANTY

- 5.1 The Supplier guarantees to Athena S.p.A. that the supplies (i) are fully compliant with what is indicated in the Purchase Order, with the specifications, designs and respective documentation; (ii) are compliant with best industrial practices and applicable regulations and standards, (iii) are free from defects of design, materials, processing, construction or installation; (iv) are new and suitable for the use that Athena S.p.A. intends to make of them.
- 5.2 The goods or services supplied by the Supplier are assisted by the warranty for defects provided by Art. 1490 of the Italian Civil Code and by all, with no exceptions, guarantees provided by Italian law in relation to the specific characteristics of the supply or the works or service provided.
- 5.3 The Supplier undertakes promptly to replace, at its own expense, any defective part of the supplies. If Athena S.p.A. incurs costs due to the defective delivery of the Product, particularly costs of transportation, shipment, processing, labour, assembly and disassembly, materials or costs for inspections and verifications, the aforementioned costs will be borne by the Supplier.
- 5.4 If the Supplier fails to replace immediately any defective parts following the request of Athena S.p.A., in the case of urgency or to avoid imminent risks or prevent greater damages, Athena S.p.A. is authorised to perform directly or to have performed by third parties any appropriate correction of the defect, or to obtain a replacement supply, at the expense of the Supplier.
- 5.5 If it supplies goods or services of which it does not have full ownership, the Supplier provides to Athena S.p.A. a full indemnity against claims by third parties, as well as a full guarantee as to title and against repossession.

6. PRODUCT LIABILITY

- 6.1 If a product liability action is exercised against Athena S.p.A., the Supplier is obliged to indemnify and hold harmless Athena S.p.A. from those claims if and to the extent that the damage is due to a defect of the product supplied by the Supplier.
- 6.2 In the event of any product recall action due in whole or in part to a defect of the product supplied by the Supplier, Athena S.p.A. will communicate this to the Supplier, giving to the same the opportunity to discuss and agree the methods

of conducting the recall action, unless the need to intervene urgently prevents that communication or collaboration. The costs of the recall action are understood to be borne by the Supplier if that action is due to a defect of the product supplied by the Supplier itself.

7. FORCE MAJEURE

7.1 Any failure to implement its obligations by one of the Parties will not constitute a contractual breach if that Party is impeded by unforeseen circumstances that are beyond its control. In that regard, force majeure events will be considered to include, by way of example and without limitation, wars, fires, floods, general strikes, lockouts, embargoes, and orders of the Public Authority. The Party that is impeded in the fulfilment of its obligations by a force majeure event must give immediate communication thereof to the other Party and must adopt all reasonable measures to obviate that non-fulfilment and to fulfil its contractual obligations.

8. RIGHT OF WITHDRAWAL AND TERMINATION

- 8.1 In addition to the rights of withdrawal and termination provided by law, Athena S.p.A. is entitled to withdraw from the contract or to terminate the contract with immediate effect if: a) the Supplier has blocked the supply to its customers; b) the capital/financial conditions of the Supplier are found to be or risk being deeply deteriorated, thereby compromising its supply commitment towards Athena S.p.A.; c) the Supplier has become insolvent or is in a situation of excessive debt, or interrupts its payments.
- 8.2 Athena S.p.A. also reserves the right to withdraw or to terminate the supply contract if an application for bankruptcy, arrangement with creditors or other insolvency proceedings or a debt restructuring procedure is submitted in relation to the Supplier involving the assets of the Supplier itself.
- 8.3 If the Supplier completes the supply only partially, Athena S.p.A. is entitled to cancel the entire contract, if it has no interest in such a partial fulfilment.
- 8.4 If Athena S.p.A. withdraws or terminates the supply contract by virtue of the rights of withdrawal and termination set out in the above provisions, the Supplier is required to compensate Athena S.p.A. for the losses or damages caused as a consequence, unless the conduct of the Supplier is not the reason for the right of withdrawal or termination of the contract being exercised.

9. CONFIDENTIALITY

- 9.1 The Supplier will keep confidential all technical and commercial information of which it learns from Athena S.p.A.
- 9.2 The Supplier undertakes not to use directly, indirectly, by interposing person, entity or company and not to reveal to third parties, even after the termination of the contractual relationship with Athena S.p.A., for whatever reason such termination occurs, the information and data communicated by Athena S.p.A. or of which it has in any case become aware (in any form: written, verbal, electronic) on the occasion of fulfilling the contractual relationship itself.
- 9.3 Goods created from documentation such as drawings, models or technical specifications prepared by Athena S.p.A.

or based upon confidential information of Athena S.p.A. may not be used by the Supplier beyond the supply contract with Athena S.p.A, or be offered or transferred to third parties.

10. TECHNICAL INFORMATION AND INTELLECTUAL PROPERTY

- 10.1 The Technical Information, drawings, models, prototypes, samples and anything else sent to the Supplier for the implementation of the contract are and will remain the exclusive property of Athena S.p.A. and may be used by the Supplier for the duration of the Contract and exclusively to produce the Goods to be supplied to Athena S.p.A. in accordance with the Contract itself, excluding any other purpose or aim.
- 10.2 The Supplier guarantees that the production, use and sale of the Goods to Athena S.p.A. does not violate intellectual property rights held by third parties. The Supplier will incur the cost of any claim by third parties and will hold Athena S.p.A. harmless and indemnified from those claims or from any other action that may be brought by third parties against Athena S.p.A.

11. MISCELLANEOUS

- 11.1 Any ineffectiveness of a clause of these terms or of subsequent supplementary agreements will not involve the invalidity of the other terms. The Parties will agree upon a replacement clause that reflects as closely as possible the economic intention.
- 11.2 The Supplier may not assign any Purchase Order or any of its rights or obligations hereunder without Athena S.p.A.'s prior consent and any assignment without such consent shall be null and void.
- 11.3 The Supplier hereby declares to be aware that Athena has adopted a Code of Ethics, which establish the principles of its business ethics. The Code of Ethics can be consulted on <https://www.athena.eu/en>.

With reference to the above, therefore:

- a) the Supplier expressly declares to have read and understood the Code of Ethics adopted by Athena and undertakes to comply with the principles contained therein.
- b) in case of violation of the aforementioned commitment, Athena will have the right to withdraw from the contract, pursuant to art. 1456 of the Italian Civil Code without prejudice, in any case, to compensation for damages suffered.

12. APPLICABLE LAW AND COURT OF JURISDICTION

- 12.1 The Italian law shall govern these Terms of Purchase and any Purchase Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.
- 12.2 Any dispute arising from or connected to the Purchase Order or to these Terms of Purchase will be dealt with under the exclusive jurisdiction of the Court of Vicenza.