



GENERAL SUPPLY TERMS

I - Generality

1. These general conditions of supply are applicable for any order unless expressly waived in writing by the parties and always accepted in writing by GLM s.p.a.
2. The acceptance or continuation of the business relationship automatically imply recognition by the purchaser of these general conditions of supply.
3. Any verbal agreements, declarations or commitments of agents, employees and officials of GLM s.p.a. occurred as, before or after the signing of these conditions will not be binding on GLM s.p.a. unless confirmed by it in writing.

II – Offers and Orders

1. Orders, in any form submitted by the client, will not be in any way binding on GLM s.p.a., which can therefore not accept or accept them partially at its absolute discretion. The orders of the purchaser, therefore, become binding and binding GLM s.p.a. only with the written confirmation from the same vendor, or if properly processed and billed.
2. In case of cancellation by the purchaser, for any reason, it is required to pay the full amount for the materials and supplies already ordered by GLM s.p.a., which will also be entitled to a minimum compensation equal to 6% of the agreed price for the supply.

III - Prices

1. The prices applied are the ones of the vendor valid at the moment of delivery.
2. Prices are valid only on the square specified in the delivery order and are not binding on supplies for other squares.

IV - Payments

1. Payment of the supplies must be made within the deadline established in the confirmation order or on the relevant invoices.
2. Payments made with promissory notes and checks, always when authorized in advance by GLM s.p.a., are considered paid only upon collection of the related amounts. All the costs inherent to the payment and collection of bills and checks shall be borne by the buyer.
3. In case of late or non-payment of any amount due to GLM s.p.a. for any reason commence, since the non-payment at the due date, without the need for notification or formal notice by GLM s.p.a. in default to pay compensation for any additional damages, interest measuring in the rate of interest of the ECB, increased by 7 points (Legislative Decree. n. 231/02 - late payment in commercial transactions) [or: equal to the annual rate of 6%].
4. GLM s.p.a. will have the right to refuse or suspend supplies in case of default by the purchaser or if its collateral assets have decreased.
5. In the event of non payment by the purchaser, at the due date, of even only a part of what is due for the supplies, it will automatically the benefit terms for the amounts not yet due and must therefore ensure the immediate full payment of its debt by capital, interests and costs.
6. It excludes any right of the purchaser to withhold payments or compensation from GLM s.p.a. for their credits, unless the credits themselves are not disputed or legally determined.

V – Supply and Terms of Delivery

1. Terms of delivery of the goods, if agreed, refer to the date of loading by the shipper.
2. Terms of delivery, excluding the case of exhaustive commitment of GLM s.p.a., which must be clearly expressed in the confirmation order, will however have an indicative value and eventual delays will not result in any responsibility for GLM s.p.a. Therefore the purchaser can not charge or require GLM s.p.a. any compensation for damage suffered as a result of any delay in the delivery of the products.
3. The products will be delivered by GLM s.p.a. in the place indicated by the purchaser and reported in the transport document, no importance of the diversità of this place to that of the client's branch, therefore exempts GLM s.p.a. from prejudices and damages resulting from the place of delivery of the products.
4. The consignment of the products will be, unless otherwise agreed in writing between the parties, at full customer's expense.

5. With the shipment or, in the event of withdrawal by the buyer, with the receipt of the products, the risk for loss or damage passes to the same buyer.

VI – Force Majeure

1. The force majeure, unforeseeable circumstances and all the exceptional events that may affect the regular fulfillment of the order will permit GLM s.p.a. to extend to the appropriate extent the terms of delivery or, if the fulfillment of the order is compressed or made impossible, to withdraw from the contract in whole or in part, without any right of the client to any compensation.

VII – Disputes and Claims for Defects

1. Any complaints for incomplete or incorrect deliveries or claims for defects in materials must be communicated in writing to GLM s.p.a. within a maximum period of 30 days from the consignment or from the discovery. Failing this the buyer will lose the relevant right, considering the peremptory nature of the term.

2. If the complaint is timely and provided that the same is well founded, the obligation of GLM s.p.a. will be limited to the replacement of products not corresponding to the quantity and quality of those ordered, upon return of the original supply, excluding any rights from the buyer to request termination of the contract or damages

3. The buyer loses all rights if it does not immediately suspend the processing or use of the products in dispute.

VIII – Retention of Title

1. The goods become property of the purchaser only after it has fulfilled to the full payment of the price and has fulfilled all liabilities arising from the business relationship with the seller.

2. Consequently, the customer is not entitled to dispose of the goods until it has fulfilled all its obligations, being expressly recognized as the leader GLM s.p.a., in the event of default, has the right to demand its return, at the expense of the purchaser.

3. In the case of actions by third parties on the products subject to retention of title, and in particular with regard to foreclosures or seizures, GLM s.p.a. must be informed immediately.

4. The purchaser commits to carefully store the goods subject to retention of title and at its own expense provide to its maintenance.

IX – Company Trademarks

1. It is not permitted to offer or supply products instead of selling replacement products, referring to these products.

2. Use of the products of the seller for the purpose of manufacturing or processing is also prohibited without prior authorization by GLM s.p.a., mark the items with the name of the products of the latter - especially with trademarks - or make reference to it in printed or advertising literature, especially in the case of trademarks. The supply of products with trademarks is not intended as an authorization for the use of that mark for the articles manufactured with these products.

X - Confidentiality

1. For the total duration of the contract the parties agree to maintain confidential all the confidential information acquired during the same.

XI - Privacy

1. The parties mutually declare to be informed (and, by analogy, expressly agree) that "personal data" provided, verbally, to the pre-contractual activities or collected consequently and in the course of the business relationship, are used exclusively for the purpose of the contract, through consultation, elaboration, with exclusive processing of data anonymously, by notice to public, when requested for the pursuit of its institutional goals.

XII – Jurisdiction and Applicable Law

1. The Court of Teramo will be exclusively responsible for any dispute that may arise in reference to supplies and related concluded contracts with the seller.

2. The present contract is subject to Italian law, which governs the formation, the effects, the rights and obligations of the Parties.

XIII - Language

1. The Parties acknowledge as valid, only for all articles and clauses of these conditions, the Italian language. Therefore, any dispute shall be resolved in the same way of interpretation of the meaning of legal terms in the previously mentioned Italian language.