

GENERAL CONDITIONS OF PURCHASE

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1) **ORDER FORM** The order is not binding for the Company if it has not been duly issued in writing and signed by the procurers provided with the related powers.

2) **CONTRACTUAL PROPOSAL** The contractual proposal contained in the order decays if it has not been confirmed by the Supplier in writing within fifteen days from the communication.

3) **ORDER CONFIRMATION** The order confirmation should exactly match the order; possible discrepancies due to unavoidable technical requirements of the Supplier are binding for the Company, only if acknowledged in an appropriate order revision of the order, issued in the forms provided by clause 1.

4) **DELIVERY TIME** Delivery time is always essential (art. 1457 Civil Code) for the Company, which can refuse the acceptance of the supply, once the agreed term is elapsed.

5) **DELIVERY PLACE** Unless otherwise written, the delivery place is that of the requesting plant among those of the Company.

6) **DELIVERY TERMS** Unless otherwise written, the transport is always at the Supplier's risk and the delivery is always agreed as paid until destination.

7) **PACKING EXPENSES** Packing expenses are paid by the Supplier.

By way of an example the Supplier guarantees that :

- products have been stored, packed and transported in a way that any damage, deterioration or accidental leakage is completely excluded. Precautions must be valid until the delivery of the product;
- the consigned material is to be labeled in conformity with the safety and environmental standards;
- containers used for the packing or transport (tankers included) must be completely clean to avoid contamination;
- national and international prescriptions for the transport of dangerous goods must be fully fulfilled;
- means of transportation used for the delivery of the products is in good conditions.

8) **PRICE OF THE SUPPLY** The price of the supply is defined in the order; in no case the supplier can increase the agreed price, unless accepted by the Company through a proper revision of the order. Payments are to be settled according to the terms agreed in the order only under presentation of a regular invoice.

The Supplier commits to have each order corresponded to one invoice only.

Invoice should mention: order number, material code, delivery note number, delivered quantity, unit price, total price, VAT code, Supplier's number.

The place where payments and every performance of the buyer have to be settled is the one where ELANTAS Italia has his own plants, Collecchio (PR), Ascoli Piceno and Quattordio (AL).

9) **DELIVERY DOCUMENTS** The Company will accept the supply only if accompanied by fiscally complying documentation mentioning the order number.

By way of an example, the material must be accompanied by a regular transport document (one for each single order) with the detailed indication of the order number assigned by the Company, material code and description, unit of measurement, quantity, number of packages, weight, production number or batch number, Supplier's data and origin of the goods.

10) **TRANSFER OF PROPERTY** The transfer of property of the supply takes place at the delivery. In case of down payments, the shift of property takes place upon the specifications of the supply or when the supply comes in existence.

11) **ACCEPTANCE OF THE SUPPLY** The acceptance of the Supply by the Company is always done conditionally; failure to advance reservations of recognized or recognizable defects of the goods does not mean acceptance under the article 1491 or 1665 and following of the Civil Code.

12) **INSPECTION AND TESTING** The inspection and/or testing of the supply will be conducted after the acceptance, as early as possible, by technicians provided by the related powers according to the existing procedures inside the Company.

13) **QUANTITY OF THE SUPPLY AND RESPONSIBILITY FOR THE SURPLUS QUANTITIES** The Quantity of the supply must correspond exactly with the one defined in the order; the surplus supply remains at disposal of the Supplier, who will care for collecting it back at his expenses as soon as possible, or, at the Company's discretion, can be set back carriage paid, except in any case, the compensation of the expenses and the damages that such

Stabilimento di Ascoli Piceno
Zona Industriale Campolungo 35
63100 Ascoli Piceno, Italia
Tel. +39 0736 3081
Fax +39 0736 402746

Stabilimento di Collecchio (PR)
Strada Antolini 1
43044 Collecchio (PR), Italia
Tel. +39 0521 304711
Fax +39 0521 804410

Stabilimento di Quattordio (AL)
Via San Martino 6
15028 Quattordio (AL), Italia
Tel. +39 0131 773870
Fax +39 0131 773875

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illicit behavior has implied for the Company. The Supplier expressly relieves the Company of any responsibility related to the custody.

14) **GUARANTEE TERMS** The Supplier guarantees that the supply corresponds exactly with what agreed in the contract and that the preparation of the same has been done in conformity with the more advanced production processes and complying with the law prescriptions in force on the subject. The Supplier guarantees that the supply complies with standards set, a) by existing laws, b) by the state of knowledge on the subject, c) by the good faith and the commercial accuracy, in the field of work health and safety.

Furthermore, the Supplier guarantees that the safety documentation of the products is updated punctually and constantly. Moreover he commits to inform promptly the Company about the possibility to use alternative products with a lower level of dangerousness.

The duration of the guarantee is one year from the inspection of the supply or from the completion of the testing, except for longer terms provided for the will of the parts, the laws and regulations.

15) **ORDER DISCREPANCIES OR DEFECTS OF THE SUPPLY** If, before or after the inspection or the testing, the Company discovers that the supply does not comply, totally or partially, with what has been guaranteed to them, can one-sidedness suspend payments, even if due for a different reason from what can be deduced in the supply contract, attributing what is withheld first to interests, then to the compensation of the damage, lastly to the capital. Furthermore, it has the right to ask for the replacement of the supply, its repair, a reduction of the price or the cancellation of the contract, followed by the immediate collection of the same supply by the Supplier and the immediate repayment of the received price increased by the interests calculated at the rate EURIBOR raised by 7 percentage points from the payment date of the balance, except for the compensation of the major damages. In urgent cases, defined by the Company by irrevocable decision, some repairs can be done by the latter, and costs will be debited to the Supplier.

16) **FORFEITURE TERMS** The terms within which the Company must act to assert his rights is set at 90 days from the date of the defects' discovery. If a testing of the supply is provided for, the above mentioned term starts once the testing operations are concluded. In case of a replacement of the supply, the forfeiture term starts from the date of inspection of the new supply.

17) **PRESCRIPTION TERMS** Prescription terms start from the inspection date of the supply or from the completion date of the testing operations.

18) **SECRECY** The Supplier commits to keep the strictest confidentiality, even on behalf of his own employees and partners at any title, on any information related to the Company, however it has been learnt, until when the news to keep confidential will not fall into the public domain for other reasons than the failed compliance with the present clause.

19) **INDUSTRIAL PROPERTY** The Supplier guarantees that what is supplied does not infringe upon any right of third parties for patents or other industrial property. Otherwise, the Supplier will keep the Company unharmed from any damaging consequence that can derive from legal claims of third parties, both for direct and indirect burdens. The Supplier commits not to make any reference in any way, in his relationships with third parties, to the supplies made to the Company, save if a written authorization by the latter exists.

20) **PREVALENCE OF THE GENERAL CONDITIONS OF PURCHASE** The present general conditions of purchase and the particular conditions contained in the order revoke any general condition of sale defined by the Supplier or any other agreement.

21) **NON TRANSFERABILITY OF THE CREDITS** Credits deriving from orders regulated by the present general conditions of purchase cannot be transferred.

The compensation and the application of the right of reserved domain by the Supplier are allowed only if potential claims are unquestioned.

The Supplier will keep the Company unharmed from any burden deriving from the failed compliance with the present clause.

22) **ADMINISTRATIVE LIABILITY PURSUANT TO LEGISLATIVE DECREE 231/01** Pursuant to and for the purposes of the Legislative Decree 231/01 and subsequent amendments and additions, the counterparty agrees, in the business relations entered into with ELANTAS Italia S.r.l., to adhere strictly to the principles and values of the

Stabilimento di Ascoli Piceno
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Tel. +39 0131 773870
Fax +39 0131 773875

ELANTAS Italia S.r.l.

Strada Antolini 1, 43044 Collecchio (PR)
Tel. +39 0736 3081 Fax +39 0736 402746
CF: 10732750152 - PI 01356800449 - R.E.A. (PR) 254150
Capitale Sociale € 2.080.000,00 i.v. con unico socio
info.elantas.italia@altana.com www.elantas.com



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Code of Ethics of ELANTAS Italia S.r.l., accepting in full all the regulations contained therein which it declares to know.

The Code of Ethics of ELANTAS Italia S.r.l. can be viewed and downloaded from the website <http://www.elantas.it/elantas-italia.html> > Management System.

Failure to comply with any regulation contained in the said Code of Ethics will constitute non-compliance with the obligations arising from this contract and will legitimate ELANTAS Italia S.r.l. to consider the adoption of appropriate protective measures, including the termination of the contract of right and with immediate effect pursuant to art. 1456 cc, by simple written communication sent by fax, except in any case any other remedy under the law, including the right to compensation for any damage suffered by ELANTAS Italia S.r.l.

The counterparty agrees to enforce the parties operating on their own account, as part of this contract:

- the principles of Legislative Decree no. 231/01;
- the regulations contained in the Code of Ethics of ELANTAS Italia S.r.l.

ELANTAS Italia S.r.l. may at any time report to the relevant bodies, authorities and institutions, every disrespectful behaviour of the above mentioned decree and the law in general.

23) **REGISTRATION** The registration of the contract, if needed, is at the Suppliers' charge.

24) **LAW AND COMPETENT COURT** The present general conditions and the contract they refer to are regulated by the Italian law.

The Court of Parma will have exclusive jurisdiction over any controversy arising from interpretation or application of the present general conditions of purchase and the particular conditions contained in the order.

Collecchio,

THE COMPANY

THE SUPPLIER

SPECIFICALLY THE FOLLOWING CLAUSES ARE APPROVED ACCORDING TO ARTICLES 1341 AND 1342 OF THE CIVIL CODE :

8) Price of the supply; 11) Acceptance of the supply; 12) Inspection and testing; 13) Quantity of the supply and responsibility in case of surplus quantities; 14) Guarantee terms; 15) Discrepancies with the order or defects of the supply; 16) Forfeiture terms; 20) Prevalence of the general conditions of purchase; 22) Administrative Liability pursuant to Legislative Decree 231/01; 24) Competent court.

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