



Document: CGA - Rev013 General Terms and Conditions of Purchase M PUMPS

M PUMPS S.R.L. GENERAL TERMS AND CONDITIONS OF PURCHASE

(Valid since Sep the 6th, 2021)

1. INTRODUCTION AND SCOPE

1.1. Present General Purchase Conditions ("General Conditions") will apply to all sales of goods and / or supplies of services made by the Supplier (as defined below) in favor of M PUMPS S.R.L. (as defined below), in execution of the Purchase Orders that may be issued from time to time by M PUMPS SRL, unless a specific written contract has been signed between the Parties governing the terms and conditions of supply of certain different goods or services. In this case, the provisions of the specific contract will apply, limited to the matters governed by it. These General Conditions will prevail over any general or particular conditions of sale of the Supplier and any modification or addition will be valid only in the case of specific written acceptance of M PUMPS S.R.L.

2. DEFINITIONS

For the purposes of the discipline referred to in these General Conditions of Sale, the terms below take on the meaning that for each of them is indicated as follows:

- for "M PUMPS S.R.L." M PUMPS S.R.L., with registered office in Via dell'Artigianato, 120 - 45015 Corbola (RO), VAT Number IT 01238140295;
- "Supplier" means the supplier of goods and services;
- "Parties" must be understood as M PUMPS SRL and the Supplier considered jointly;
- "Goods" means the tangible goods sold by the Supplier to M PUMPS S.R.L. ;
- "Services" means the work and / or intellectual services provided by the Supplier to M PUMPS S.R.L. ;
- "Purchase Orders" must mean requests for the purchase of Goods or for the supply of Services issued by M PUMPS S.R.L. towards the Supplier;
- "Contracts" must mean specific contracts concluded from time to time between M PUMPS SRL and the Supplier with the acceptance of the Purchase Order by the Supplier or with the issue of a Purchase Order following a contractual proposal;
- "Confidential Information" means all information of any kind (commercial, administrative, legal, financial etc.) and in any form, the technical specifications relating to M PUMPS S.R.L. and which the Supplier became aware of before or after the date of signing the order;



3. DELIVERY AND EXECUTION METHODS

3.1 The Supplier must promptly respect the terms and methods of delivery of the Goods and performance of the Services indicated in the Purchase Orders (to be considered essential in the interest of M PUMPS SRL). M PUMPS SRL has the right to refuse the Goods or Services that may have arrived before the agreed term or to charge the Supplier for storage costs and financial charges relating to the period of early delivery.

3.2. For the purpose of ascertaining compliance with the terms of delivery and transferring the risk for damage or total or partial loss of the Goods from the Supplier to M PUMPS SRL, deliveries must be made in compliance with the conditions set by the Incoterms 2010 rules specified in the Orders. of Purchase. Failing this, the delivery will be "made cleared through customs" (DDP - INCOTERMS 2010). The transport of the Goods must be carried out with every precaution to protect it from any damage.

3.3. M PUMPS SRL may request that the Supplier collect the quantities in excess of what was ordered, with the right to return them directly at the Supplier's expense and risk and to charge the same for the financial costs resulting from any payment already made and storage costs if these do not do it immediately.

3.4. In case of delay in the delivery of the Goods or in the execution of the Services or in the event of incomplete delivery or execution, M PUMPS SRL will have the right to communicate to the Supplier an additional term for delivering the Goods or to perform the Services or to request the resolution of the Contract for default and request the return of any amount already paid by M PUMPS SRL.

3.5. In the event of delayed, failed, incomplete or dissimilar delivery of the Goods or execution of the Services, M PUMPS SRL may exercise the following rights:

- suspend payments due to the Supplier in relation to delayed, failed, incomplete or inconsistent delivery or execution;
- apply a penalty for the delay equal to 5% of the price agreed for the Goods or Services for each week of delay until the date of delivery of the Goods or completion of the Services, without prejudice to the greater damage;
- request compensation for any further damage caused directly or indirectly by the delayed, failed, incomplete or dissimilar delivery of the Goods or execution of the Services, including, by way of example and without limitation, damage from failure to produce, loss of profit and any additional costs incurred by M PUMPS SRL to purchase the Goods or Services from other suppliers as a consequence of the Supplier's default.

3.6. In any case, in addition to the remedies sanctioned by this article 3, M PUMPS SRL will have the right to take legal action to obtain the fulfillment of the Contracts.

3.7. M PUMPS SRL will have the right to access the Supplier's office to verify the regular fulfillment of the provisions of the General Conditions, the Technical Specifications and the Purchase Orders, giving adequate notice for this purpose.



4. PURCHASE ORDERS

4.1. Purchase Orders must be issued in writing and must contain an indication

at least of the following:

- Goods and / or Services indicated by the single Purchase Order;
- quantity, characteristics and terms of delivery of the Goods or Services;
- prices, methods, terms of payment, as well as any special purchase conditions.

4.2. The Purchase Orders will become binding for the Parties once accepted by the Supplier by written communication within the term of acceptance indicated by M PUMPS SRL in the Purchase Order or, failing that, within two days from the receipt of the Order of Purchase. Purchase Orders will be deemed accepted and will become binding on the Parties even if the Supplier does not send M PUMPS SRL an express written communication of refusal within the acceptance term indicated by M PUMPS SRL in the Purchase Order or, failing that, within two days of sending the same.

4.3. M PUMPS SRL reserves the right to revoke Purchase Orders as long as the Supplier does not accept them in writing and to refuse the acceptance of Purchase Orders received after the acceptance term indicated above.

4.4. The communications exchanged between the Parties by fax, e-mail or any other form of written commercial correspondence will be considered in writing.

4.5. These General Purchase Conditions will not imply any obligation for M PUMPS SRL to issue a minimum or predetermined number of Purchase Orders.

4.6. M PUMPS SRL may withdraw from the Supply Contract at any time, in derogation of art. 1373 of the Italian Civil Code, if the technical suitability of the Supplier to carry out the supply of Goods or Services has ceased to exist, or if there is a danger that the Supplier may not meet its obligations regularly or when legal actions for recovery are hinged against it credits or executive procedures.

4.7. The Contracts and Credits of the Supplier towards M PUMPS PROCESS SRL deriving from the supply of Goods or Services will not be transferable by the Supplier without the written consent of M PUMPS SRL and the latter will have the right to assign the Contracts and any credits to be they deriving.

5. Technical documentation

5.1. The Supplier undertakes to deliver all technical documentation relating to the supply to M PUMPS SRL within the terms set out in the order.

5.2. In the event of non-delivery of the technical documentation within the terms provided for in the order, a penalty of 0.06% of the total amount envisaged in the order may be applied to the Supplier, for each day of delay, up to a maximum of 5% .



6. Prices and payments

6.1. The price for the Goods and / or Services subject to the supply will be indicated in the Purchase Orders or established in separate written agreements between the parties. The prices indicated in the Purchase Orders accepted pursuant to art. 4 will not be subject to revision. They are understood to include shipping, transport and packaging costs and any other charges, costs or expenses. Any additional costs and expenses will be recognized to the Supplier only if previously authorized in writing by M PUMPS SRL. .2. The prices for the Goods and / or Services subject to the supply, unless otherwise provided, are "returned customs paid" (DDP - INCOTERMS 2010) and are inclusive of the packaging necessary to guarantee the integrity of the product. VAT is excluded, unless otherwise agreed between the Parties.

6.3. Payment terms and conditions will be indicated in the Purchase Orders or established in separate written agreements between the parties. Failing this, payments will be made, by bank transfer, 60 days from delivery towards presentation of the relative invoice. In no case will any delays in payments due to irregularities in the issuance or sending of the invoice by the supplier be attributable to M PUMPS PRECESS SRL.

6.4. The Supplier undertakes to promptly communicate to M PUMPS SRL the number of its current account, as well as any changes relating to it. In no case can the Supplier complain about the delay in payments if it is attributable to the erroneous, late or failure to communicate his bank details.

7. Invoicing

7.1. Unless otherwise stated between the Parties, invoices and credit notes must be addressed to:

M PUMPS SRL, Via dell'Artigianato, 120 - 45015 Corbola (RO) - Italy.

7.2. Invoices, credit notes and related attachments can be sent in paper form by mail to the address indicated in the order.

7.3. On each invoice, in addition to the other data required by law, the following additional information must be reported:

- order number;
- clear and understandable description of the goods being supplied, including customer codes, descriptions and quantities, as stated into the purchase order of the same;
- supplier code number, invoice code, which will be indicated on the first page of the order.

7.4. The Supplier undertakes to issue invoices only after having delivered the goods and after they have been taken over by M PUMPS SRL with the terms and methods provided for in these conditions and in the orders.



7.5. Where the invoices should present inconsistencies, incorrect by the supplier, M PUMPS SRL reserves the right, at its sole discretion, to reject these invoices. Failure to formally reject an invoice cannot be considered as acceptance of the supply.

8. Incomplete documentation

If disputes arise from deficiencies, errors or omissions in the documentation that the Supplier is required to deliver (invoices, transport documents, certificates of origin, etc.) to M PUMPS SRL they will be borne by the Supplier.

9. Guarantees

9.1. The Supplier guarantees that the Goods will comply with the applicable legislation and the best safety standards; comply with the provisions of the General Conditions, Purchase Orders and the related Technical Specifications; suitable for the intended use or for the various uses desired by M PUMPS; free from design, manufacturing or storage defects; comply with the characteristics and technical qualities presented by the Supplier as samples.

9.2. In case of defect or non-compliance of the Goods with the guarantees provided by art. 9.1, M PUMPS SRL, at its discretion, may:

- request a reduction in the price of non-compliant Goods;
- request the elimination of defects or the replacement of non-compliant Goods at the expense of the Supplier within a reasonable period established by M PUMPS SRL;
- refuse to pay the purchase price and request the refund of any amounts already paid or by M PUMPS SRL in relation to defective or non-compliant Goods;
- terminate the contract for default.

9.3. In any case, in addition to the guarantees provided above, in case of non-compliance of the Goods, M PUMPS SRL will have the right to:

- suspend payments due to the Supplier in relation to non-compliant Goods;
- request compensation for direct and indirect damage resulting from the defectiveness or non-compliance of the Goods.

9.4. If the Goods placed on the market prove to be defective, the Supplier undertakes to withdraw from the market and reimburse M PUMPS SRL for the costs that the latter will have incurred for the withdrawal of the defective goods.

9.5. The guarantees specified above must be considered as additional to the other remedies and guarantees provided by law in the event of defects or non-compliance of the Goods. Notwithstanding the provisions of art. 1512 of the Italian Civil Code, the deadline for reporting defects or non-conformities of the Goods is 30 days from the discovery of the same.



10. Express termination clause

10.1. The Parties agree that the order will be resolved by law in the event of default or violation by the Supplier of the provisions specified below, without prejudice in any case to the right of M PUMPS SRL to request compensation for all related and consequent damages suffered by the same:

- delay in delivery of goods for more than three weeks specified in point 3.1;
- in the event of the transfer of the Supplier's contracts and credits deriving from the supply of Goods or Services without the written consent of M PUMPS SRL referred to in point 4.7 .;
- in case of defect or non-compliance of the Goods with the guarantees provided by art. 9.1;
- force majeure lasting more than thirty days specified in point 13.
- failure to comply with the confidentiality obligations referred to in point 16.

10.2. In order to declare the contract terminated by law M PUMPS SRL must communicate to the Supplier, by registered letter with acknowledgment of receipt or certified e-mail, the intention to avail itself of the cause of termination. Therefore, the termination of the contract will take effect from the date of receipt of the communication.

11. Intellectual property

11.1. The Supplier guarantees that the Goods and their components do not constitute a violation of patents, trademarks, models, copyrights or other intellectual and industrial property rights of third parties and that they are fully entitled to transfer the full right to M PUMPS SRL use, incorporate and market the Goods and use and reproduce the Results.

11.2. In the event of a third party application or if a decision by the judicial authority implies or ascertains the non-existence of the requirements pursuant to art. 11.1, in addition to the remedies provided by art. 12, M PUMPS SRL will have the right to terminate ex art. 1456 of the Italian Civil Code, the Agreements relating to the Goods or Results to which the breach of the guarantee is attributable.

11.3. The Supplier acknowledges that these General Terms and Conditions of Purchase do not imply in any way a transfer or a licensing in favor of the Supplier of the intellectual property rights of M PUMPS SRL.

12. Compensation and indemnity

The Supplier undertakes to hold M PUMPS SRL harmless and indemnified from any direct or indirect damage, which is a direct or indirect consequence of:

- violation of the guarantees provided for in points 9 and 11.1;
- any defense actions against requests made by third parties which could lead, if considered justified, to the existence of a violation of the guarantees provided for in points 9 and 11.1;



13. Force majeure

13.1. The non-fulfillment of the obligations of a party that is prevented by objective circumstances that occur outside of its control, such as, for example, wars, fires, floods, general strikes, lockouts, embargoes, public authority orders, impossibility of obtaining raw materials or energy for manufacturing.

13.2. In no case will they be considered beyond the control of the Supplier pursuant to the paragraph preceding the delays or non-fulfillments of the Supplier's sub-suppliers.

13.3. In the event that causes of force majeure occur for more than 30 days, the Parties will have the right to consider the order resolved by law in accordance with the provisions of point 10.2.

14. Confidentiality and confidential information

14.1. The Supplier acknowledges that M PUMPS SRL is the owner of the Confidential Information and owner of all related intellectual property rights.

14.2 The Supplier undertakes to keep the Confidential Information, guaranteeing its secrecy, and to use the same for the sole purpose of fulfilling the obligations foreseen in the order. The supplier also undertakes not to disclose, reveal or communicate the Confidential Information, even after the order has been extinguished for any reason, in any way and for any reason, to any third party and to take all necessary measures and precautions and suitable to prevent the access, disclosure and unauthorized use of the Confidential Information, as well as not to patent, or register as design, model or trademark any information contained in the Confidential Information.

15. Privacy

The data collected by the Supplier will be processed pursuant to European Union Regulation 679/2016, for the purposes related to the contractual supply / purchase relationship.

16. Safeguard clause

In the event that one of the clauses of these General Conditions of Purchase were void for any reason, this will in no case compromise the validity and compliance with the other provisions sanctioned in these General Conditions of Purchase.

17. Applicable law and language

Although there is no express regulation within these General Purchase Conditions or in individual purchase contracts, the Italian law in force on the matter is applicable.

Any disputes arising from the application of the General Purchase Conditions or in the interpretation of individual purchase contracts are governed by Italian law.

The regulatory language of these General Conditions is Italian, despite any translation into another language. In the event of a discrepancy between the Italian text and the translated text, the Parties agree that the Italian text will prevail and that it will be the official document used to interpret these General Conditions.



18. Jurisdiction and uses

18.1. For any dispute between the Parties, and in derogation of the ordinary territorial jurisdiction referred to in articles 18 and 30 of the Italian Code of Civil Procedure, with the consequent and express exclusion of any other competing court envisaged by the articles indicated above, the contracting parties, by mutual agreement, indicate the competent court as that of Rovigo; without prejudice to the right of M PUMPS S.R.L. to act at the court of the buyer.

18.2. For all that is not expressly agreed, in addition to the rules and provisions of the law, the uses and customs of the metalworking sector recognized by the C.C.I.A.A. from Rovigo.

18.3. All disputes that may arise in relation to the purchase contract, including those concerning the validity, interpretation, execution and resolution, will be referred to the exclusive jurisdiction of the Court of Rovigo.

THE SUPPLIER

Pursuant to and for the purposes of art. 1341 cod. civ., expressly declares to know and accept the following clauses of the General Conditions: 3.5 (Delivery and execution methods), 4.6 (Purchase Orders), 6.1. (Prices and payments), 9.3 (Guarantees), 13 (Force majeure), 17 (applicable law and language), 18 (jurisdiction and uses).