

# PRESSTECK - GENERAL PURCHASE CONDITIONS

-Version 23.11.2021-

## 1. General Provisions

(1.1) These General Purchase Conditions regulate all orders issued or supply agreements entered into by Pressteck S.p.A. and Pressteck Service Srl. (hereinafter: "Purchaser").

(1.2) Any amendment or supplement hereto or any condition of the Supplier differing, totally or partially, from these purchase conditions, shall not be applicable unless specifically approved in writing by the Purchaser. This shall apply in particular even if the Purchaser does not separately object to their application in individual cases.

(1.3) Acceptance of the order by the Supplier constitutes acceptance of these general purchase conditions.

## 2. Offers and Orders

(2.1) Upon request by the Purchaser, the Supplier shall make a binding offer. The offer is without charge. No remunerations shall be acknowledged for any visits or the preparation of offers and/or projects, unless otherwise provided for in writing by the Purchaser.

(2.2) An order is only considered binding, if drawn up in written form. Any orders made verbally or by telephone shall only be binding for the Purchaser, upon written confirmation by the latter. Orders may also be transmitted in electronic form.

(2.3) The Supplier shall undertake to send written acceptance of orders to the Purchaser within five working days, by returning a duly signed copy of the order to the Purchaser. Thereafter, the Purchaser shall no longer be bound by the request.

(2.4) By presentation of the offer and/or acceptance of an order, the Supplier acknowledges being informed about the nature and range of the services pertaining to the supply, through examination of the available designs. Any manifest errors, spelling and/or calculation errors in the documents presented by the Purchaser shall result in failure of the binding effectiveness of the order.

(2.5) The Supplier undertakes to comply with the special instructions, specifications and requirements issued by the Purchaser regarding the materials, their use and processing methods.

Deviations in quality and quantity in relation to the Buyer's order as well as other contractual changes are not permitted unless they have been expressly agreed in writing.

(2.6) The Purchaser reserves the right to totally or partially cancel an order. Upon received of the cancellation, the Supplier is obliged to immediately suspend the manufacturing process.

(2.7) The Purchaser is entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice of at least 14 calendar days before the agreed delivery date. The same applies to changes in product specifications insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional effort, whereby in these cases the notification period in accordance with the previous sentence is at least 21 days. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the Supplier's normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify the Purchaser in writing of any additional costs or delays in delivery to be expected by it upon careful assessment in good time before the delivery date, but at least within 7 working days after receipt of the Purchaser's notification pursuant to sentence 1.

(2.8) The Purchaser reserves the property rights and copyrights to the illustrations, drawings and any other documentation which are made available to the Supplier for the purpose of production and the contents of which may not be disclosed to third parties.

The said material may only be used for production on the basis of the Purchaser's order and must be returned to the Purchaser upon completion or cancellation of the order.

The Supplier is obliged to maintain absolute confidentiality with regard to the content of the processing order placed with him.

## 3. Prices and payment conditions

(3.1) The price indicated in the order is binding. Notwithstanding agreements to the contrary, the price includes delivery free at destination, including packaging. The return of packaging materials shall be the purpose of specific agreements. The price indicated in the order does not include VAT.

(3.2) A separate invoice is to be issued for each order. Only invoices bearing the order number shall be accepted. The Supplier shall be liable for all consequences derived from non-observance of this obligation, unless he is able to demonstrate that this failure cannot be ascribed to his responsibility. Delays caused by incomplete supplies shall not jeopardise the expiration terms of discounts allowed.

(3.3) Notwithstanding different written agreements, a discount of 3% shall be applied to the purchase price, if payment is made within 14 days, as of the date of receipt of the supply and the invoice. Otherwise payment is to be made, as a rule, within 60 days of receipt of the supply and the invoice.

(3.4) The Purchaser reserves the right to exercise the right of compensation within the terms defined by law. A completed payment implies neither acknowledgement of regular fulfilment, nor a waiver of the Supplier's liability for rights derived from defects. In particular, payment shall not constitute acceptance of the delivery and shall be made subject to inspection of the delivery.

(3.5) Duplicates of invoices, delivery notes and packing lists are to be attached to each shipment. The following data are to be contained in these documents: Order number, quantity, units, gross and net weight, name and code number of the item as indicated by the Purchaser, as well as the remaining quantity in case of partial deliveries.

Costs and delays derived from non-observance of the provisions in this article are borne by the Supplier.

## 4. Delivery and transfer of risk

(4.1) The delivery date indicated in the order is binding and essential. In the event of early delivery, the Purchaser shall have the right to either return the goods at the expense and risk of the Supplier or keep them in the warehouse, until the delivery date agreed to; this, too, is at the expense and risk of the Supplier.

(4.2) The Supplier shall immediately inform the Purchaser in writing, if circumstances that may jeopardise the scheduled delivery dates should arise or be foreseeable.

(4.3) In the event of non-respect of the dates as per the order, the Purchaser shall have the right to cancel the agreement at any time following expiration of the dates; in this case the Supplier shall compensate the Purchaser for all damages resulting from the agreed to and non-performed delivery, unless the Supplier can demonstrate that he was not responsible for violation of the obligation.

(4.4) In the event of delays in delivery, the Purchaser shall be entitled, after prior written warning to the Supplier, to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier in accordance with (4.3.).

(4.5) The transport risk shall always be borne by the supplier until the goods have been accepted by the buyer or by persons authorised by the buyer at the place of performance.

## 5. Warrantees and Defects

(5.1) The Supplier herewith warrantees the supply against any deficiencies in the raw materials used, as well as any manufacturing defects that render the

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Products unsuitable for their intended use or Products that do not correspond to the orders or related samples.

In particular, he guarantees, on the basis of the latest scientific and technical standard, compliance with special instructions according to (2.5), as well as other instructions for execution. The special instructions are warranted characteristics of the delivery or service.

(5.2) The goods are to be examined by the Purchaser within a reasonable time, to detect any differences in quality and quantity. Any claims are considered as made in due time, if received by the Supplier within 6 months, calculated from the delivery and acceptance of the goods or, in the event of hidden defects, from the date on which they are detected. The Purchaser shall immediately report defects upon their discovery. In this case the Supplier waives the exception of delayed report of the defects.

(5.3) If a more detailed than usual control is rendered necessary after the supply is completed, the Supplier shall bear the expenses thereof.

(5.4) The Purchaser shall benefit from all warranties established in his favour by legal provisions.

The Purchaser has the right to request that the Supplier eliminate the defect or supply new goods.

The aforementioned rights of Purchaser become time-barred two years from the reporting date of the defect.

## 6. Product liability

(6.1) The Supplier is liable for damage caused by the product and shall exonerate the purchasing company, upon first request, from claims for damages from third parties. Within the limits of its liability, the Supplier shall undertake to reimburse the expenses related to the checks made by the Purchaser.

(6.2) The Supplier shall maintain civil liability insurance for the products for a amount of € 10,000,000 for damages to persons and/or things. The Purchaser's right to make further claims for damages remains unaltered.

## 7. Intellectual property rights

(7.1) The Supplier herewith guarantees that neither national nor international third-party rights nor, more specifically, intellectual property rights, such as patents, brand names, copyrights or utility models, burden the Supply.

The Supplier shall undertake to free the Purchaser, upon first written request, from any third-party rights and compensate the Purchaser for any and all expenses that may be sustained by the latter.

## 8. Goods placed at the disposal of the Supplier by the Purchaser - Tools

(8.1) The Supplier shall be responsible for the loss, damage to or abuse of whatever the Purchaser has placed at the disposal of the former.

The Purchaser remains the owner of the goods and/or materials placed at the disposal of the Supplier.

If the goods owned by the Purchaser are transformed jointly with other objects he does not own, the Purchaser shall acquire the right to co-ownership of the new product of the transformation, in proportion to the piece of the product owned by the Purchaser, with respect to the other manufactured products, calculated based on the value of the new product.

(8.2) The Purchaser remains the owner of the tools placed at the disposal of the Supplier. The latter shall use these tools solely for producing the goods ordered by the Purchaser.

At his own expense, and for a value equal to new tools, the Supplier shall provide for insuring the tools owned by the Purchaser against damages by fire, water and theft.

The Supplier herewith transfers to the Purchaser's company, which accepts, all rights derived from the insurance policy.

At its own expense and in due time, the Supplier shall perform any maintenance, inspection and all works of extraordinary maintenance and repair rendered necessary on the tools/machines owned by the Purchaser.

The Supplier shall inform the Purchaser, without delay, of any breakdowns, and compensate the Purchaser for all damages that may result from violation of this obligation.

## 9. Confidentiality obligation

The documents placed at the disposal of the Supplier, such as samples, designs, models, data and similar materials, as well as all information supplied by the Purchaser, unless meant for public domain, may not be made accessible to third parties, unless this is indispensable for executing the agreement.

## 10. Assignment

The assignment of claims against the Purchaser shall only be effective after written approval by the Purchaser itself.

## 11. Compliance with laws

(11.1) In connection with the contractual relationship, the Supplier is obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to supply chain, anti-corruption, tax and money laundering laws as well as antitrust, labour and environmental protection regulations.

(11.2) The Supplier shall ensure that the products delivered by it comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. The Supplier shall provide evidence of conformity to the Purchaser upon request by submitting suitable documents.

(11.3) The Supplier shall make reasonable efforts to ensure compliance by its sub-suppliers with the obligations incumbent on the Supplier under this Clause 11.

## 12. Law applicable to the agreement

The contract shall be governed exclusively by Italian law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

## 13. Place of performance and jurisdiction

(13.1) The place of performance for all obligations of the Supplier and the Purchaser shall be the Purchaser's registered office.

(13.2) Any controversy that may arise between the parties concerning the interpretation, validity or execution of these General Purchase Conditions and related agreements entered into shall be transferred to the exclusive jurisdiction of the Court of Cagliari, hereby expressly excluding any other competing or alternative Court. The Purchaser reserves the right to sue the Supplier also before the court having jurisdiction over the latter.

## 14. Final Provisions

(14.1) The invalidity of one or more provisions of these General Terms and Conditions of Purchase shall not affect the validity of the remaining provisions.

(14.2) The Supplier herewith expressly declares having examined these General Purchase Conditions and received a copy hereof.

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(signature)

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Supplier declares his express approval of the following clauses:

Art. 1 (1.2., 1.3) applicability of the general purchase conditions and exclusion of unlike clauses; acceptance following acceptance of the order; Art. 2 (2.1, 2.4, 2.6, 2.7) projects without charge; validity of the order; power of the Purchaser to cancel and change the order; Art.4, (4.1, 4.3, 4.4, 4.5) delivery date; compulsory date and order cancellation, regulation of the transfer risk; Art. 5, (5.1., 5.2., 5.3, 5.4) warrantee against defects, terms for reporting such; waiver by the Supplier of the exception of delayed report of the defects; Art. 8 (8.1, 8.2) ownership of goods and tools; Art. 12 Law applicable to the agreement; Art. 13 Exclusive Place of Jurisdiction.

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(signature)

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