



## GENERAL PURCHASE CONDITIONS

Edition: May 2021

### 1. CONTRACTUAL DOCUMENTS

The general terms and conditions set out below are valid and applicable for any purchase order made by Baoli EMEA S.p.A. (the "Purchaser"). Any conditions, even in derogation from these general terms and conditions, must be expressly reported in the context of the order or agreed with a separate written agreement. Any other provision contained in any contractual document of the seller (the "Seller") shall not apply to the orders of the Purchaser unless such provision has been previously accepted in writing by both Parties.

Any order of the Purchaser is considered completed and the purchase contract finalized when a compliant written acceptance (order confirmation) by the Seller is received. If this acceptance does not arrive within 3 working days from the date of the order, the Purchaser will have the right to consider the order canceled. In case the Seller offers to the Purchaser its products, then the contract comes into force upon the corresponding acceptance/order by the Purchaser. If the conditions contained in the confirmation differ from those of the order, the contract is finalized when one of the parties receives from the other the final explicit acceptance of the contractual conditions.

From the moment of the conclusion of the contract, any purchase contract cannot be amended unless upon written agreement by the Parties.

In the event that the received goods are not compliant with the order, the Purchaser has the right to refuse them and send them back and is entitled to the refund of the total amount paid for having goods at their destination (included duty, VAT, freight, etc.).

### 2. DRAWINGS AND OTHER TECHNICAL DOCUMENTS AND SPECIFIC EQUIPMENT

The drawings, specifications, standards and tables and any other technical documentation, as well as the models, samples and specific equipment that the Purchaser makes available to the Seller, remain the property of the Purchaser itself and can only be used for the execution of the order.

The Seller, except for the execution of the order, cannot copy or reproduce them or transmit them and allow their use to third parties, without the written authorization of the Purchaser. Except for the purpose of the supply, the Seller is forbidden to manufacture, and trade products based on drawings, models, samples of the Purchaser, both for production and for any other use. It is also forbidden to the Seller to use, except for the execution of the order, the name, trademarks or distinctive signs of the Purchaser.

### 3. QUANTITY TOLERANCES

The Purchaser is required to accept only the quantities ordered. Any tolerances on quantity must in any case be expressly agreed in written.

### 4. QUALITY OF SUPPLIES

The receipt by the Purchaser of the ordered products does not imply acceptance of the goods, as the verification of their conditions, quantity and quality must be carried out exclusively by the control and technical department of the Purchaser. Considering that the packing and fixing (where applicable) of goods is at Seller's responsibility, damage occurred during transport will be considered at Seller's charge. In express derogation from art. 1512 of the Italian Civil Code, the reporting of defects and / or faults of the delivered goods can always be made by the Purchaser within six months of receipt of the goods or service, even if the related invoices have already been paid.

#### **Baoli EMEA S.p.A.**

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**Società soggetta a direzione  
e coordinamento di STILL GmbH**



BAOLI EMEA S.p.A.

#### 5. WARRANTY

The Seller guarantees that the Products shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples indicated by the Purchaser and shall be manufactured in compliance with all applicable European Union and Italian Laws.

The Seller guarantees the product or service supplied free from any flaw and / or defect for a period of 12 (twelve) months from the date of delivery, unless otherwise agreed between the parties.

If Purchaser experiences any defect, failure or non-conformity of the products during the warranty period, the Purchaser, without prejudice for the indemnification of any damage, shall have the right to take the following actions, at the Purchaser's option: (a) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (b) require the Seller to cure defects in the goods within a reasonable period of time, determined by Buyer in its sole discretion given the urgency of the given situation; (c) require the Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (d) correct or replace the defective items with similar items from a third-party and recover the total cost from the Seller.

#### 6. TERMS OF DELIVERY

Delivery terms are indicated in the individual orders at order's acceptance.

#### 7. DELAYS IN DELIVERY AND RELATED PENALTIES

The delivery terms are mandatory, and their failure to comply therefore constitutes default by the Seller, except in the presence of causes beyond control of the Seller that prevent the regular execution of the order (such as natural calamities, authority measures, transport interruptions for any reason originated including trade union unrest, and, in general, any event that is outside the reasonable control of the parties). In any case, the Seller is required to give immediate written report to the Purchaser of the occurrence or cessation of causes of force majeure and to take all measures to limit its effects.

Delays in deliveries (even partial) attributable to the Seller enable the Purchaser to apply a penalty of 1% of the value of the goods not delivered for each full week of delay (without prejudice to the right to compensation for major damages), up to one maximum 10% of the total order value, without prejudice of his right to higher damages. If the delay exceeds 25 working days, the Purchaser, without prejudice of the right to penalty and compensation for major damages, may cancel the order with immediate effect.

#### 8. PRICES, INVOICES, PACKING LISTS, IMPORT DOCS.

The products will be furnished at the price set forth in the purchase order or such other document that Seller may use to set forth the price.

Prices shall be inclusive of all packaging costs; prices do not include taxes and transport.

Invoices may include the products and / or services of even more orders, provided that the same VAT rate applies, and must strictly indicate the order number, which is invoiced, under penalty of non-payment of the invoice.

In the case of supply of products, in addition to the order number, the delivery document must be indicated in the invoice.

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#### 9. PAYMENT

The Purchaser will proceed with the payment by bank transfer, at the agreed deadline. It is expressly forbidden for the Seller to issue drafts for the payment of invoices. In any case, if drafts are issued, they will not be withdrawn, and the Seller will be held responsible for all damages resulting from the failure to collect the aforementioned.

It is also expressly agreed that the credit deriving from the supply cannot be subject to transfer or delegation in any form, unless previously agreed and written.

#### 10. PROHIBITION OF ADVERTISING

Any advertising that refers to supplies made to Baoli EMEA S.p.A., must be expressly authorized by Baoli EMEA S.p.A. itself.

#### 11. APPLICABLE LAW; DISPUTES

The purchase of products according to these general purchase conditions is governed by the Italian law. For any dispute relating to the interpretation and execution of each order and / or these general conditions will be exclusively competent the Court of Milan (Italy).

#### 12. TREATMENT OF PERSONAL DATA.

For the establishment and execution of any purchase of products, Purchaser and Seller will mutually process personal data relating to individuals belonging to each other's corporate organizations. With respect to such data, each party will determine the purposes and means of the processing in total autonomy and shall have, with respect to the same, the qualification of independent data controller. As a consequence of this, each Party undertakes to process the personal data of which it will become aware in the execution of the supplies, for the sole purposes strictly related to the execution of the supplies themselves, as well as for the fulfillment of legal obligations. connected to them (where provided) and in full compliance with the national and over-national legislation in force and in particular with the provisions of Regulation (EU) 679/2016 ("GDPR"). Each party undertakes to proceed with the communication of the personal data necessary for the execution of this contractual relationship to the other party for the sole execution of the relationship itself and in compliance with the aforementioned legislation, and anyway after having implemented all the formalities necessary for the correct treatment. and the legitimate communication of the same. The parties also undertake to process, even after the completion of the supplies, the personal data of which they will become aware only for the purposes indicated above and to keep personal data for no longer than is necessary for the purposes for which they are processed. Each party will also hold the other party fully indemnified and harmless from any cost, expense, liability, burden, disbursement (including legal fees or penalties), third party claims and any other liabilities that may be incurred due to the breach by the party of the other part of the obligations imposed on it as an autonomous data controller.

#### 13. PRINCIPLES OF SUPPLIER CONDUCT

The Seller is obliged to comply with the relevant legal regulations and the KION principles regarding supplier conduct available at [www.kiongroup.com](http://www.kiongroup.com).

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