



## **THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** This purchase order may be accepted only by execution of the acknowledgement on the duplicate copy hereof by the supplier to whom it is addressed ("Seller") and return to the legal entity specified in the Purchase Order ("Purchaser"), or by the furnishing of the articles or services specified on the purchase order. Unless specifically agreed to in writing by Purchaser, no additional or different terms (except additional warranties given by Seller) contained in Seller's quotation, acknowledgement, invoice or other forms shall become a part of the contract, notwithstanding any failure by Purchaser to specifically object to such terms. Purchaser agrees to purchase the goods and services only upon Seller's complete acceptance of all the terms and conditions of this order, without modifications or additions thereto. Notwithstanding the foregoing, in the event a supply agreement is in place between the parties, these terms and conditions shall control in the event of any conflicting provision.

2. **DELIVERY.** Purchaser's production schedules and warranties to its customers are dependent upon the agreement that deliveries of the goods and services covered by this Purchase Order will occur on the required delivery schedule. Therefore, time is of the essence. In the event Seller cannot meet the required delivery date and/or required quantity due, Seller shall immediately contact Purchaser's follow-up person at the receiving location for shipping instructions. The delivery date in the Purchase Order means the arrival of the goods at the location indicated in the Purchase Order. If premium (including air freight) transportation is required due to delays on the part of Seller, Seller shall bear the incremental cost of such premium transportation. Subject to Seller's reasonable requests, Purchaser will select the means of transportation at the time such need is identified. In addition, if liquidated damages are specified in the Purchase Order, then Purchaser shall be entitled to demand that Seller pay such liquidated damages for every day that the shipment or shipments are delayed beyond the scheduled delivery date. Seller acknowledges and agrees that such payment is a genuine pre-estimate of the Purchaser's losses in the event of delay and said sums shall be paid as liquidated damages for delay and not as a penalty. Seller shall be liable for the payment of any liquidated damages assessed against Purchaser to the extent the delay is caused by Seller. Purchaser will not be required to pay for any Products that exceed the quantities specified in Purchaser's delivery schedules or to accept Products that are delivered in advance of the delivery date specified in Purchaser's delivery schedules. In the event Purchaser decides for any reason not to accept the exceeded quantities, Purchaser will return it to Seller and any costs and risk, including transportation, shall be the responsibility of Seller. Seller bears the risk of loss of all Products delivered in advance of the delivery date specified in Purchaser's delivery schedules.

3. **PACKING AND SHIPPING.** Delivery terms is indicated in the specific Purchasing Order (Incoterms 2010). On the day of shipment a shipping notice and/or bill of lading shall be sent to Purchaser. Seller shall pack, label, protect from damage, and then mail/ship all Products covered by this Agreement in accordance with Purchaser's specifications or, in the absence of such specifications, in a manner that Seller selects as commercially reasonable, appropriate/suitable for timely, safe delivery, in a manner assuring that the Products will not be damaged in transit. Seller will comply with relevant packing legislation for overseas deliveries. Seller shall be liable to Purchaser for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions, or improper description of the shipment in shipping documents shall be Seller's responsibility.

4. **PRICES/PAYMENT.** This is a firm price order that includes all taxes now in effect or hereafter enacted. In no event shall this order be filled at higher prices than last quoted or charged, without Purchaser's express written approval. Payment terms is indicated in the specific Purchasing Order and refers to agreement between Seller and Purchaser made before order issue. Seller will separately indicate on each invoice any sales, value added or similar turnover taxes or charges. Seller shall not assign the right to the payment proceeds to a third-party without Purchaser's written authorization.

5. **CHANGES.** Purchaser may at any time, by written order, make changes in any one or more of the following: (i) drawings, designs or specifications, where the items to be furnished are to be specifically manufactured for Purchaser in accordance therewith, (ii) method of shipment or packing, (iii) place or time of inspection, delivery or acceptance and (iv) the amount of any Purchaser furnished property. If any such change causes an increase or decrease in the cost or time required for performance of this order, an equitable adjustment shall be made in the price or delivery schedule or both. No claim by either Party for adjustment hereunder shall be allowed unless made in writing within the date of property change or (30) days of the date on which notice of any such change is actually received by Seller. Price increases or extensions of time for delivery shall not be binding on Purchaser unless evidenced in writing by Purchaser approved personnel. This order, together with any change orders or instructions, shall constitute one contract. Seller shall not substitute material or



change sources of supply previously approved by Purchaser or quoted in Seller's quotation without Purchaser's prior written consent.

6. **DEFECTIVE/NON-CONFORMING PRODUCTS.** Purchaser is not required to perform incoming inspection of any goods supplied or of any services performed. Seller will bear all risk of loss with respect to all Defective Products as defined herein. Purchaser's inspection, if any, or payment for any Defective Products will not constitute acceptance by Purchaser, limit or impair Purchaser's right to exercise any rights or remedies, or relieve Seller of responsibility for the Defective Products. Seller agrees to permit Purchaser to have access to Seller's plant at all reasonable times for the purposes of inspecting any goods and services set forth in this order or work in process for productions of such goods and services. Seller represents and warrants that all Products and services supplied hereunder (i) shall be free and clear of all liens and encumbrances, and that the title conveyed shall be good and its transfer rightful; (ii) shall be new and shall be free from defects in design, material or workmanship and shall be merchantable and fit for the purposes for which purchased by Purchaser; (iii) shall conform to the applicable specifications, drawings, and standards of quality and performance; (iv) shall comply with all applicable federal, state or other laws, administrative rules or regulations and orders, including all such relating to safety, importation and exportation; and (v) that the goods provided pursuant to the Purchase Order do not contain asbestos or asbestos containing material, lead or mercury. In the event the Products do not conform with the above warranties ("Defective Products" or "Non-Conforming Products"), Purchaser at Purchaser's option may require Seller to (i) repair or replace the non-conforming goods or re-perform the services, or (ii) request Seller to issue a credit note for the corresponding amount or refund the purchase price; and/or (iii) exercise any other applicable rights or remedies, including the purchase of substitute product. Seller agrees to repair or replace defective goods and services or remedy any defects in goods and services supplied hereunder without charge for a period of twenty four (24) months from delivery to Purchaser or for the guaranty or warranty period otherwise set forth in this Purchase Order or in any plans and/or specifications attached hereto or referred to herein: whichever period shall be longer. In addition, Seller shall be responsible to pay for or reimburse Purchaser for all Defective Product Costs. Defective Product Costs shall mean all reasonable costs incurred by Purchaser due to the Defective Products, including, but not limited to, labor (direct and indirect) and materials (i) to return, store or dispose any non-conforming products, (ii) to inspect, evaluate and/or disassemble any non-conforming products wherever located, (iii) to transport and install replacement product; (iv) to repair and rework non-conforming product if Seller is unable to repair or replace the same to meet Purchaser's time and quantity needs; (v) to add value prior to discovery of the defect/non-conformity and (vi) an administrative fee of € 50.00 (hereinafter, "Defective Product Costs") for each non conformity report (NCR) issued. The Defective Product Costs shall apply no matter where the product is located (i.e., customer's location, warehouse, manufacturing site). The foregoing warranties shall survive inspections, delivery and payment and shall run in favor of Purchaser and its customers.

7. **PRODUCT CONTENT.** Seller agrees to comply with product content restriction laws and regulations in every jurisdiction where the Product will be manufactured, imported from and, to the extent we advise Seller prior to order acceptance, exported to pursuant to the Agreement, including but not limited to the European Union (EU) Directive 2002/95/EC (the "EU Directive") as amended from time to time, and any country specific implementing laws and regulations and (ii) any applicable legislation implemented outside the EU covering some or all of the matters covered by the EU Directive, and (iii) the Administrative Measures on the Prevention and Control of Pollution Caused by Electronic Information Products (known as the "China RoHS"). To the extent Products are imported into the EU, Seller hereby certifies that the Products comply with the EU REACH regulations, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation and Restriction of Chemicals ("REACH").

8. **INFRINGEMENT.** Seller warrants that the sale or use of goods furnished hereunder will not infringe or contribute to infringement of any patent, trademark, trade secret, copyright, moral, industrial design or other proprietary rights of any third party, and Seller shall defend, hold harmless and indemnify Purchaser, its successors and assigns and its customers (whether direct or indirect), against any and all losses, damages and expenses of any nature (including attorney's and other professional fees) which they, or any of them, may sustain or incur as a result of a breach of this warranty; except such indemnity does not apply if the infringement or violation arises from or is based upon Seller's compliance with particular requirements of Purchaser that differ from Seller's standard specifications for the Product. If notified in writing and given authority, Seller shall undertake at its expense the defense of any such suit or proceeding and save Purchaser harmless from any expenses, loss or damage arising therefrom.

9. **FAIR LABOR CERTIFICATION.** In performing its obligations under this Purchase Order, Seller hereby certifies that it will not use child labor as defined by local law, will not use forced or compulsory labor, will not physically abuse labor and will respect employees' rights to choose whether to be represented by third Parties and to bargain collectively in



accordance with local law. In addition, in all wage and benefit, working hours and overtime and health, safety and environmental matters, Seller will comply with all applicable laws and regulations. Seller further agrees that, if requested by Purchaser, it shall demonstrate, to the satisfaction of Purchaser, compliance with all requirements in this paragraph. Purchaser shall have the right to inspect any site of Seller involved in work for Purchaser, and failure to comply with the obligations in this paragraph shall be cause for immediate termination without penalty or further liability to Purchaser.

10. CODE OF CONDUCT – Seller has to take into account of the Legislative Decree n. 231, published on 8<sup>th</sup> June 2001, and subsequent integrations, as well as the content of Code of Conduct and of Organization Model of Purchaser published on company website [www.inglass.it](http://www.inglass.it). Therefore Seller is committed to keep a conduct in line with the above mentioned Code of Conduct and of Organization Model for the relevant section, and anyway to keep a conduct a aforementioned to not expose Purchase to the risk of penalty implementation provided for by Legislative Decree n. 231 and norms referred to it and to anticorruption law in force. The non-observance of aforementioned commitment will represent a serious breach and will legitimate the Purchaser to cancel this purchase order effective immediately, in accordance to and as a result of art. 1456 c.c., without prejudice to compensation for damages.

11. CANCELLATION. Purchaser shall have the right to cancel this order without cause and in such event Purchaser's liability for cancellation shall be limited to Seller's actual cost for work and materials, applicable solely to this order and consistent with purchase order commitments, if any, of Purchaser for raw material, work in process and finished goods materials, which shall have been expended when notice of cancellation shall be received by Seller. Upon cancellation due to Seller's breach of this contract, Purchaser shall have against Seller all remedies provided by law and equity.

12. DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION. Drawings, specifications, photographs and other engineering and manufacturing information or proprietary information disclosed by Purchaser shall remain Purchaser's property, shall not be disclosed to any third-party, and shall be returned to Purchaser upon completion of order or upon demand. Seller shall use such information solely for Seller's performance of this Purchase Order for Purchaser, and Seller shall not, without Purchaser's written consent, directly or indirectly use any such information derived therefrom in performing services or providing goods for any other customer. In the event that Purchaser requests that Seller specially manufacture, develop or design goods for Purchaser, Seller agrees that any resulting designs, drawings, blueprints, plans, specifications, data, business information or other materials used to develop and design said goods will be considered as "work for hire" under applicable laws, and will be owned and used exclusively by Purchaser for any purpose whatsoever.

13. PROPERTY FURNISHED TO SELLER BY PURCHASER. Unless otherwise agreed in writing, all special dies, molds, patterns, jigs, fixtures and any other tooling or property furnished to the Seller by the Purchaser, or specifically paid for by the Purchaser, for use in the performance of this contract, shall be and remain the property of the Purchaser, shall be subject to removal upon the Purchaser's instruction, shall be used only in filing orders from the Purchaser, shall be held at the Seller's risk, and shall be kept insured by the Seller at the Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the Purchaser. Copies of policies or certificates of such insurance will be furnished to Purchaser on demand.

14. INSURANCE. In the event this purchase order covers services to be performed on Purchaser's premises, Seller shall maintain and provide evidence of statutory Workmen's Compensation or equivalent coverage in accordance with the laws of the location in which the work is performed, including Employer's Liability with a limit of €1,000,000. In addition, public liability coverage including products/completed operations, blanket contractual liability, bodily injury and property damage, and automobile coverage (bodily injury and property damage) shall be maintained each with minimum limits of € 2,000,000 per occurrence.

15. ASSIGNMENT AND SUBCONTRACTS. Neither this order nor any monies due or to become due hereunder shall be assigned or transferred without Purchaser's prior written consent. Seller agrees that it will not subcontract the furnishing of any completed or substantially completed items, or services required by this order, nor subcontract the performance or any technical or test function or service required by this order, without Purchaser's prior written consent.

16. INDEMNITY. Seller agrees to defend, hold harmless and indemnify Purchaser and its customers (whether direct or indirect), and their respective successors and assigns, from and against any claims, liability, loss, damage and expense (including without limitation attorneys' fees) arising from or in connection with (i) the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Purchaser's or Purchaser's customer's



premises or the use of property of Purchaser or any customer of Purchaser; and/or (ii) any third party claims or demands for personal injury or death, property damage or economic loss allegedly caused by or contributed to by any of the Products supplied by Seller, regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability, product liability or any other legal or equitable theories. Such indemnification obligation applies to the extent of Seller's (its employees, agents, representatives and subcontractor's) fault and regardless of whether both the Seller and Purchaser are negligent or otherwise at fault.

#### 17. GENERAL.

- a. This document and any documents referenced and incorporated herein constitute the complete and final agreement between the parties. No changes or modifications to these terms and conditions shall be binding on Purchaser unless specifically agreed to in writing and signed by an authorized representative of Purchaser.
- b. The failure of either party to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or waiver of any breach hereunder shall not act as a waiver of any terms, condition, right or privilege contained herein.
- c. If any portion of these terms and conditions is deemed invalid by a court having jurisdiction over the parties, the remaining provisions shall remain fully effective.
- d. This Agreement shall be governed by the laws of state where Purchaser is located. The 1980 United Nations Convention on Contracts for the International Sale of goods shall not apply to the Agreement. Any controversies arising from the interpretation, performance or enforcement of the provisions contained herein and in the Agreement shall be subject to the exclusive jurisdiction of the courts where Purchaser is located.
- e. Upon termination of this Agreement, the rights, obligations and liabilities of the Parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

*The Parties do hereby specifically accept and approve in writing the following clauses after having carefully negotiated, understood and acknowledged their content and scope: 2,3,5,6,7,8,9,10,13,15,16.*

Seller: \_\_\_\_\_ Purchaser: \_\_\_\_\_