

Voilàp Group
General Terms and Conditions of Purchase (effective July, 2022)

1. Scope/Awarding of contracts

1.1. The following General Terms and Conditions of Purchase (“**GTC**”) of Voilàp Holding S.p.A. and all legal entities of its group of company (“**we**”, “**us**” or “**our**”) apply exclusively for all the deliveries, services and offers (“**Contract**”) of our suppliers and other contract partners (“**Suppliers**”); we do not recognise terms and conditions of our Suppliers which are contrary to or at variance with our GTC unless we have given our express written consent to their application. Our GTC also apply even if we unconditionally accept a delivery from our Supplier while having knowledge of terms and conditions of the Supplier which are contrary to or at variance with our GTC. Even if we should reference a written document which contains the terms and conditions of the Supplier or of a third party or which references such, this shall not be construed as consent to the application of those terms and conditions.

1.2. Our GTC also apply for all future transactions with the same Supplier, even if they are not explicitly included therein. No order may be transferred or assigned by Supplier without our written consent.

1.3. We are entitled to cancel the Contract at any time through a written statement including the reason if we are no longer able to use the ordered products in our business operations due to circumstances which have arisen after conclusion of the Contract. We will inform the Supplier immediately in such a case and will remunerate him for partial services already performed as well as for other expenses according to the statutory provisions, but with deduction of any saved expenses and other advantages which the Supplier achieves by early termination of the Contract. Notwithstanding the foregoing, we are entitled to withdraw the Contract with prior written notice of not less than three months. The right to withdrawal is also recognized to the Supplier only at the end of the Minimum Period provided in art. 3.1. and prior written notice of not less than three months.

1.4. The Supplier is required to notify us without delay any change in its ownership structure (or group) as well as any substantial change in the management of his company (“**Change of Control**”). In any case, we are entitled to withdraw the Contract with the Supplier in case of Change of Control.

1.5 In any case, even after the termination of the relationship with the Supplier, for any reason, the obligation of confidentiality as per art. 4.2. will remain valid.

2. Delivery time

2.1. The delivery time indicated in the respective order is binding.

2.2. The Supplier is obligated to inform us immediately in writing if circumstances occur or become evident to him due to which compliance with the agreed delivery time will not be possible.

2.3. We are entitled to refuse partial and/or early deliveries.

2.4. In the event of default in delivery, we are entitled to the statutory claims. In particular, we are entitled to demand compensation for damages due to non-fulfilment after the ineffectual expiration of a reasonable grace period.

2.5. In the event of delivery delays, we are entitled after prior written warning addressed to the Supplier to demand a contractual penalty/liquidated damages in the amount of 0.5 % of the respective order value for each day of default in delivery up to a maximum of 5.0 %. The contractual penalty shall be added to the damages for default in delivery which are to be paid by the Supplier.

3. Prices

3.1. The price indicated in the order is a fixed price. In the absence of a written agreement to the contrary, the price remain fixed for a period of fifteen months (“**Minimum Period**”) and includes delivery “free domicile” with packaging. A return of the packaging requires a separate agreement in writing.

3.2. We can only process invoices when they comply with the requirements stated in our order and include the identification numbers indicated there such as order number, product number and product designation; the Supplier is responsible for all consequences arising from non-compliance with this obligation provided he does not prove that he is not liable for them.

3.3. Any requests for an increase in fees / prices must be received by us in writing no later than six months before the end of the Minimum Period in order to allow the parties to negotiate it. In the lack of request for an increase or in the delay, the fees / prices will remain fixed and invariable for a further Minimum Period of fifteen months. In any case, the validity of the new fees / prices will start from the end of the Minimum Period and will have a duration equal to the Minimum Period. Any changes / technical changes necessary and agreed to the products may provide for price revisions and the parties will have to provide for the start date. In the lack of an agreement on the effective date, the price / price increases will be valid as of the end of the Minimum Period.

3.4. If nothing to the contrary is agreed in writing, we shall pay the purchase price in accordance to the terms and conditions provided in the order at the payment deadline

3.5. We are entitled to suspend the payments if the Supplier's economic-patrimonial conditions have become such as to jeopardize the achievement of the service provided/product in the Order (or part of it), unless the Supplier or third parties lend an appropriate guarantee.

3.6. We are entitled of rights to set-off of claims/credit and retention to the extent allowed by law.

4. Order documentation/Confidentiality

4.1. Our orders not expressly rejected in writing within 5 days or having a beginning of execution are considered accepted.

4.2. We retain all rights of ownership and copyright to images, drawings, calculations, order, all technical information, IP rights and other documentation; they must not be made accessible to third parties without our express written consent. They must be used exclusively for manufacturing based on our order/Contract and are to be returned to us without being requested to do so upon completion of the order. They must be kept in confidentiality by Supplier for an indefinite time.

5. Passing of risk/Documents

5.1. The delivery shall take place free domicile unless otherwise agreed in writing.

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5.2. The Supplier is obligated to indicate our exact identification numbers, order number and product designation on all shipping papers and delivery notes. If the Supplier neglects to do so, we shall not be liable for delays in processing.

6. Investigation of defects/Warranty

6.1. We are obligated to inspect the goods within a reasonable period of time for any possible deviations in quality and quantity. A complaint is deemed to be timely provided that it is received by the Supplier within a period of 14 (fourteen) days reckoned from the receipt/execution of the goods/services, or, in the case of hidden defects, from the time of their discovery. The acceptance or the approval of presented samples or specimens does not constitute a waiving of warranty rights.

6.2. We are entitled to all statutory warranty rights in full. Independently of this, we are entitled to demand from the Supplier at our discretion either rectification of a defect or a replacement delivery. In such a case, the Supplier is obligated to bear the expenditures necessary for the purpose of rectification of the defect or a replacement delivery. We expressly retain the right to compensation for damages, in particular the right to damages due to non-fulfilment.

6.3. The statute of limitation for warranty claims shall be suspended upon receipt of our written notice of defects by the Supplier.

6.4. With the replacement delivery and rectification of the defect, the warranty period for replaced and repaired parts shall begin once again, unless the behaviour of the Supplier gives us reason to believe that he did not consider himself obligated to the measure, but instead carried out the replacement delivery or rectification of the defect only on the grounds of good will or for a similar reason.

6.5. The warranty period shall be 24 months from the time the risk passes.

7. Quality and documentation

7.1. The Supplier shall comply with state-of-the-art engineering practice, the applicable safety regulations (CE and UNI) and the agreed technical specifications provided in the order for his deliveries and shall safeguard the quality through quality assurance measures requested by our company. In case of conflict the terms and conditions provided in the order shall prevail.

7.2. We are entitled at any time to ascertain compliance with the quality assurance measures through audits. The audit can be conducted either as a system, process or product audit.

7.3. The Supplier grants us to access at any time during active production operations to those areas in which parts are produced for us as well as to the results of tests that have been conducted. We will announce our audits within a reasonable period of time.

7.4. The Supplier declares and guarantees that in the execution of the order it will use only regularly employed personnel in compliance with the obligations, law and regulations of safety, welfare and assistance and of all applicable regulations. If the Supplier's personnel have to access to our premises to perform any activity (including inspections, deliveries or repairs) it must strictly comply with our safety rules, procedures and internal Regulations. The Supplier shall be responsible for any damage or expense procured or due to the work of its personnel. The Supplier undertakes to promptly provide us with all documentation proving the regularity of its personnel. The Supplier warrants and holds us and our successors indemnified and held harmless from any and all liability and also claims for damages.

7.5. If quality problems arise which are caused by the services and/or deliverables of sub-suppliers, the Supplier is obligated to arrange for an audit to be conducted of the sub-supplier concerned.

7.6. Additional requirements for the quality of the delivered goods in the context of a quality assurance agreement shall remain unaffected thereby. We reserve the right to request such additional requirements in the order.

7.7. The Supplier acknowledges having received our privacy policy and to enforce our code of business ethics.

8. Product liability, indemnity

8.1. The Supplier is responsible for all claims exercised by third parties on the grounds of personal injury or material damage which are caused by a defective product he has delivered and is obligated to indemnify us concerning the liability resulting therefrom. If we are obligated to issue a recall over and against third parties due to a defect of a product delivered by the Supplier, the Supplier shall bear all costs associated with the recall.

8.2. The Supplier is obligated to maintain product liability insurance with coverage amounting to EUR 5 million per case of personal injury / material damage – all-inclusive – which, unless otherwise agreed, does not need to cover the risk of a recall and/or punitive damages or similar damages. The Supplier shall send us a copy of the liability insurance policy at any time upon request.

9. Safety and environmental regulations

9.1. Deliveries must comply with the safety and protective regulations as laid down in the applicable governing standards and the respective order.

9.2. Within the range of the economic and technical possibilities, the Supplier shall employ environmentally sound production processes for his deliveries and services as well as for the deliveries and services of the sub-Suppliers.

10. Protective rights

10.1. The Supplier is responsible for ensuring that the rights of third parties are not infringed in connection with his delivery.

10.2. If we are held liable by a third party because of a legal infringement pursuant to art. 10.1, the Supplier is obligated to indemnify us from these claims as of the first written request to do so. This obligation of indemnification refers to all expenditures which necessarily arise for us from or in connection with legal action by a third party. The rights pursuant to this paragraph shall be effective without regard to the question of culpability on the Supplier's part.

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11. Retention of title, drawings and other documentation, tools

11.1. In the event that we make parts available to the Supplier, we retain title to them. Processing or manipulation is undertaken on our behalf by the Supplier. If our goods subject to retention of title are processed together with objects that do not belong to us, we thereby acquire co-ownership of the new item in proportion to the value of our item (purchase price plus value added tax) relative to the other processed objects at the time of their processing.

11.2. If the item we have made available is inseparably mixed together with objects that do not belong to us, we thereby acquire co-ownership of the new item in proportion to the value of the item subject to retention of title (purchase price plus value added tax) relative to the other mixed objects at the time of their being mixed. If the mixing takes place in such a way that the item of the Supplier must be considered the main item, then it is agreed that the Supplier transfers to us proportional co-ownership. The Supplier shall hold the sole ownership or the co-ownership in custody for us.

11.3. We retain title to tools. They must be clearly marked as our property by the Supplier and held in safe custody. The Supplier is obligated to use the tools exclusively for the manufacture of the goods we have ordered. The Supplier is obligated to insure the tools which belong to us for their value when new at his own expense. At the same time, the Supplier assigns to us already at this point in time all compensation claims arising from this insurance; we hereby accept said assignment. The Supplier is obligated to perform any required maintenance and inspection tasks as well as all other servicing on our tools at his own expense and in a timely manner. The Supplier shall notify us promptly of all damage to these items that is not merely slight. The Supplier is obligated to turn these items over to us in proper order upon request if he no longer needs them for the fulfilment of the Contracts he has entered into with us.

11.4. Retention of title by the Supplier shall apply only inasmuch as it refers to our obligation to payment for the respective products to which the Supplier retains title. In particular, more extensive or prolonged retention of title is inadmissible.

12. Spare parts

12.1. The Supplier is obliged to do an inspection on warranty claims parts/mechanical component system/group of components within 4 weeks from notification and receipt (whatever happens first) of the original parts mechanical component system/group of components. In case we do not receive any notification of a decline of warranty including a detailed failure / warranty report, the warranty claim is considered to be valid and justified and the Supplier has to replace the part(s) mechanical component system/group of components free of charge.

12.2. The Supplier is obligated to stock spare parts for the products delivered to us for a period of at least fifteen years after delivery. If a product is removed from the market, the Supplier is obligated to enquire of us concerning our all-time requirement prior to doing so and to properly stock this amount at his own expense.

12.3. If the Supplier intends to cease production of spare parts for the products delivered to us, he shall notify us of this promptly after the decision has been made. This decision must lie at least 12 months prior to the cessation of production.

13. Non-competition and anti-trust clause, Place of jurisdiction, place of performance

13.1. The Supplier undertakes and guarantees that for the entire duration of the relationship with us it will refrain from providing similar / complementary / ancillary goods / services to our customers, competitors or assignees and in particular that it will refrain from providing third-party after-sales services and / or repair on the products supplied to us. The Supplier therefore undertakes to inform us of any requests that may be sent to him by our customers.

13.2. If the supplier has demonstrably entered into an agreement in connection with our supply which constitutes an inadmissible restriction of competition, in particular a price agreement, it shall pay us 5% of the invoice amount as liquidated damages, unless the supplier proves a lesser loss or we prove a greater loss.

13.3. If the Supplier is a merchant, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the court where the ordering company of our group registered office is placed. However, we are entitled to take legal action against the Supplier at the court of his legal domicile or whatever else court alternatively competent by law.

13.4. The national domestic laws of the ordering company of our group shall apply for the entire legal relationship between us and the Supplier. The applicability of the uniform UN Convention on the International Sale of Goods is excluded.

13.5. Inasmuch as nothing to the contrary arises from the order, our business headquarters shall be the place of performance.