

## General terms of purchase applied by R.V.R. Elettronica S.p.A

### Art. 1. Order

The order is accepted according to the terms described therein and these General Terms. No other terms written on order confirmations, contracts or the invoices of the Supplier shall be acknowledged unless they are expressly accepted in writing by RVR Elettronica S.p.A: agreed prices are fixed and are not subject to review.

### Art. 2. Packaging

The cost of packaging shall be met by the Supplier unless stated otherwise in the order; any damages deriving from imperfect packaging or the carelessness of those carrying out shipping shall be charged to the Supplier. Packaging must always carry the following data:

RVR Elettronica S.p.A. – Destination.

### Art. 3. Terms of delivery

The terms of delivery stated in the order constitute an essential part of Supplier services. Terms of delivery are compulsory except in the case of *force majeure* circumstances. In the event of a delay RVR Elettronica S.p.A. reserves the right to apply a penalty equal to 3% of the value of the goods that were not delivered on time for each week that delivery is delayed. If the delay exceeds 30 days RVR reserves the right to cancel the order by sending in advance a registered letter to the Supplier. Exercising the right to cancellation and purchasing replacement goods on the market (in which, in the event of higher prices, the additional cost shall be met by the Supplier who has failed to meet his obligations) does not preclude claims for any further damages that may directly derive from failure to deliver.

### Art. 4. Transport

Submission of goods to a carrier or other forwarding agent does not exonerate the Supplier from obligations vis-à-vis delivery. Transport-associated risks therefore remain the Supplier's responsibility. Transport must be effected in observance of legislation regarding shipping documents and routine business practice. The delivery note must show the RVR order number and date.

### Art. 5. Testing

Goods delivered to RVR Elettronica S.p.A. free from any right of third parties are understood as being deposited in safe keeping until they have been tested and accepted by RVR Elettronica S.p.A.; testing must be completed within 90 days of delivery.

RVR Elettronica S.p.A. reserves the right to accept quantities different from those indicated in the order.

### Art. 6. Warranty

Where there is no specific warranty for the sold goods, the Supplier shall, for a period of 2 years from the date of delivery, guarantee that sold goods are free from material and/or manufacturing defects. If this is not so the Supplier shall repair, replace or modify faulty goods within 15 days of receiving the relevant claim from RVR Elettronica S.p.A. If goods are returned to the Supplier following a claim the relevant transports costs shall be met by the Supplier. In any case the Supplier shall be responsible for any damages caused by non-fulfilment.

### Art. 7. Disputes

Any goods that are faulty and or fail to conform to the agreed quality, terms, drawings, technical specifications or performance indicated in the order must, within 30 days of their discovery, be contested and placed at the Supplier's disposal or returned to the latter freight collect. Goods that are placed at the Supplier's disposal or returned must be replaced or redelivered repaired within 15 days of our contesting the fault/non-conformity. In the above cases the terms of delivery of the contested order shall continue to apply. The amount for the contested materials may be debited to the Supplier with a document issued by RVR S.p.A. and subtracted from payment of the relative invoice. In this case the material repaired or

replaced by the Supplier must be re-invoiced at the time of shipping. All expenses shall be met by the Supplier. Should the latter fail to repair or replace the goods within 15 days RVR reserves the right to cancel its order wholly or in part by registered letter: in this event article 3 shall apply.

#### **Art. 8 Terms of payment**

Terms of payment shall be stated expressly on the order and shall prevail against any other request made by the Supplier.

#### **Art. 9 Indemnity**

In accepting the order the Supplier exonerates RVR Elettronica S.p.A. from any legal claims that may be made against the latter concerning, but not limited to, alleged violation of industrial rights regarding the instruments, systems etc. that are the subject of the order.

#### **Art. 10 Confidentiality**

The Supplier shall not reveal order information to third parties.

#### **Art. 11 Due diligence**

Drawings, technical specifications, gauges, moulds, models, samples and any other material that is the property of RVR Elettronica S.p.A., should it be delivered to the Supplier or commissioned to the latter for the purpose of executing the order, must be stored with due diligence and used only in processes for which it is intended and only for orders placed by RVR Elettronica S.p.A. The Supplier shall be responsible for proper storage of the above material until its return to RVR, which shall be carried out at the Supplier's expense when the relevant work has been completed. Should the supplier fail to do so the expense of the material shall be debited to the supplier at cost.

#### **Art. 12 Relations with third parties**

In accepting the order the Supplier agrees not to sell items made for RVR to third parties even where such items do not carry the name, logo or other identifying marks of RVR.

#### **Art. 13 Certificate of conformity**

Each lot of material must be accompanied by a certificate of conformity issued by the supplier when expressly requested by RVR Elettronica S.p.A.

#### **Art. 14 Privacy**

The personal and tax data acquired directly and/or via third parties by R.V.R. Elettronica s.p.a.

(the data holder and supervisor) shall be managed in paper or electronic form for contractual or legal purposes and to permit the smooth execution of business relations. The interested party nevertheless maintains, at all times, the right to deny use of supplied data for promotional purposes. To withdraw consent regarding use of data for promotional purposes the interested party must send a registered letter with return receipt to the legal place of business of R.V.R. Elettronica s.p.a., via Del Fonditore n. 2/2c, Zona Industriale Roveri, post code 40138, Bologna, Italy. Failure to provide data, where not compulsory, shall be evaluated on a case-by-case basis by the data holder/supervisor who shall then assess the importance of the requested data with



regard to proper execution of business relations and make appropriate decisions. Data may be transmitted for the above purposes only and, therefore, treated for such purposes only by:

- R.V.R. Elettronica s.p.a. agents' network;
- *factoring* companies;
- banks;
- credit recovery companies;
- credit assurance companies;
- commercial information companies;
- free-lance professionals or consultants;
- companies working in the transport industry.

The interested party may exercise his/her/their rights as per art. 7 of Italian d.lgs. n. 196/2003 which include the right to access, correct or update such data, deny its treatment or have the data deleted by writing to:

**R.V.R. Elettronica S.p.A. - Via Del Fonditore n. 2/2c - C.A.P. 40138 - Bologna - Italy - E-mail: [privacy@rvr.it](mailto:privacy@rvr.it)**

The data holder/supervisor is R.V.R. Elettronica S.p.A. having its place of business via del Fonditore 2/2c, Bologna, Italy.

#### **Art. 15 Arbitration**

Any controversy that may arise between the parties and/or their rightful claimants with regard to interpretation and/or execution and/or validity and/or legal effect of these general terms of purchase shall be decided by arbitration procedure as per articles 806 of the civil procedure code by an arbitration board consisting of three referees, two of whom shall be nominated by the respective parties; the third referee, who shall act as Chairman, shall be appointed by the two part-nominated referees according to mutual agreement.

If mutual agreement is not reached, the third referee shall be appointed by the President of the Court of Bologna at the request of the most diligent party.

Should one of the parties fail to nominate a referee then this nomination shall also be made, fifteen days after the date of notification that such party shall receive by registered letter from the other party, by the President of the Court of Bologna.

The assigned referees shall, during the arbitration procedure, act in accordance with the civil procedure code and shall make their decision according to the laws of the Italian legal system. The referees shall inform each of the opposing parties of the arbitral award - as per art. 825 of the Italian civil procedure code – no more than 180 (one hundred and eighty) days after the last referee has accepted his/her appointment, except where there are legal exemptions or where an extension is authorised by both parties. Arbitration expenses shall be met by the losing party. The seat of arbitration shall be in Bologna.

Bologna, 9 Dicembre 2005