

1. Field of Application

All orders placed by the Client will be subject to these General Conditions irrespective of different conditions contained in the orders. Any other conditions contained in the order may not derogate these General Conditions of Delivery, unless expressly approved in writing by TP REFLEX GROUP S.p.A. along with the order confirmation. These General Conditions of Delivery may be subject to amendments or changes only by express written agreement between the Parties.

2. Purchase Orders

Any purchase order must be issued in writing and include the date, the description of products, the quantity, the unit price, the total price, the conditions of delivery and possible further special conditions. Any purchase order must be rejected in writing and notified to the Client within 15 days from the order date. Yet, purchase orders are not intended to be accepted in the absence of confirmation issued by TP REFLEX GROUP S.p.A.

3. Price

The price of the Products will be that stated on the price list applicable as at the order date.

4. Payment

The payment for the Products will be made by the expiry date of the invoice of TP REFLEX GROUP S.p.A. that will issue the Invoice upon shipment of the products.

Each invoice will contain the description of the Products, the code of the Client and the delivery date.

In case of claims due to improper performance by TP REFLEX GROUP S.p.A. such as defects or lower quality that the Client found during the acceptance check or in the production process, TP REFLEX GROUP S.p.A. upon verifying the substance of the Client's complaints, will issue a credit note the amount of which will be deducted from the payment due.

5. Delivery

TP REFLEX GROUP S.p.A. will do its utmost to meet the delivery deadline and provide the quantities specified in the purchase order.

Delivery dates will be intended as merely approximate and they will not impose any obligation on TP REFLEX GROUP S.p.A. nor entail accountability for damages claimed for any reason by the Client. In case the missing quantities and/or any incorrect deliveries are attributable to an error of TP REFLEX GROUP S.p.A., the Company will complete the delivery and provide any necessary replacements within the shortest time, consistently with its business needs, without being held accountable for any damage claimed by the Client.

6. Check for Product Defects

The Client will check the products for defects as well as their packaging within a maximum time of 8 days from their delivery date. Should the Client find any defect or fault of the Products and/or packaging, the Client will immediately notify this fact to TP REFLEX GROUP S.p.A. in writing. The Products which, on the basis of the check on the Client's premises conducted by TP REFLEX GROUP S.p.A., prove to be defective will be repaired or replaced by TP REFLEX GROUP S.p.A. at no additional cost for the Client, under the warranty granted. Should the shipping be provided by the carrier indicated by the Client, the carrier shall be held accountable for any damage during transit. The carrier must notify to the Client any possible damage to the packaging during loading.

7. Warranty

TP REFLEX GROUP S.p.A. guarantees that the Products are compliant with the agreed technical specifications and commits itself to promptly inspect any notified defects, and in case their presence is established, it commits itself to repair or replace defective Products. In case of the Products that have not been directly manufactured by TP REFLEX GROUP S.p.A., the Client acknowledges that the warranty that covers the Product is that of the manufacturer. Therefore the defective Products will be repaired or replaced by TP REFLEX GROUP S.p.A. under the manufacturer's warranty, at no additional cost within the shortest time. The transit and delivery costs shall be borne by the Client. Should product defects be found after the Client's delivery of the finished goods (hereinafter referred to as "Goods") to the user, TP REFLEX GROUP S.p.A. shall be relieved from the obligation to provide warranties set forth by the previous paragraphs, where it is established that that the Product defect was caused by the Client.

8. Confidentiality

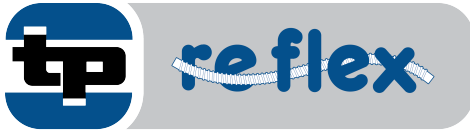
Each Party shall keep confidential any technical or commercial information obtained in any manner in connection with the activities of the counterparty. The Parties mutually agree that such confidential information shall not be divulged to third parties and that each party shall take reasonable measures to protect confidentiality of that information by its management, employees, agents, external cooperators and subcontractors. This clause shall remain valid for a period of 3 (three) years from the completion, for any reason, of the Order.

9. Spare Parts Delivery

TP REFLEX GROUP S.p.A. ensures delivery of spare parts of no longer produced products as long as they are in stock.

10. Model of organization, management and control pursuant to Legislative Decree no. 231/2001 and the Code of Ethics.

TP REFLEX GROUP notifies to have adopted a model of organization, management and control (hereinafter referred to as "Organizational Model") pursuant to Legislative Decree no. 231/2001 and the Code of Ethics which allows the Company to operate in compliance with the principles and values contained therein, and which has been published on the website: www.tpreflexgroup.com.



TP REFLEX GROUP



The Client declares to have read the Code of Ethics and the Organizational Model and commits himself to comply therewith as well as ensure that they are complied with by the top management and any cooperators, whilst being aware that any violation of the rules set forth by therein constitute a serious breach of the contract provisions.

Moreover, the Client commits himself to abstain from adopting a conduct that may also potentially be qualified as criminal offense set forth by Legislative Decree no. 231/2001.

The Client commits himself to send to TP Reflex Group a written notification about any assumed or actual breach of the Code of Ethics or the Organizational Model as well as any potentially committed criminal offense.

Finally, the Client discharges TP REFLEX GROUP from any accountability or damage deriving from a breach of the Code of Ethics or the Organizational Model by the Client or his top management or employees as well as any cooperators.

11. Duration. Withdrawal. Termination

These General Conditions remain in force as long as the effects of the last supply order are valid, except for the amendments introduced by mutual agreement between the Parties in the course of the supplies. In accordance with the above-mentioned conditions and without prejudice to any further right, TP REFLEX GROUP S.p.A. will have the right to terminate these General Conditions and reject the ongoing orders pursuant to art. 1456 of the Civil Code by A.R. registered mail declaring the readiness to apply this clause and expressly indicating failures to meet the relevant requirements.

Should the Client, or his top management or employees or any cooperators, breach the rules set forth by the Code of Ethics or the Organizational Model of TP REFLEX GROUP, as well as in case of committing any of the offenses referred to in Legislative Decree no. 231/2001, the Company may terminate this contract by a written notice sent by A.R. registered mail or PEC. Such termination will have immediate effect from the date of receipt of communication of TP REFLEX GROUP, which may also bring a compensatory claim.

12. Miscellaneous

The Client may not transfer the entirety or part of the obligations deriving from these General Conditions and ongoing orders, without prior written consent of TP REFLEX GROUP S.p.A. These General Conditions of Delivery abrogate and replace any previous agreement which governed the relationships between the Parties. Any amendments or changes of this agreement shall be valid as long as they do not entail waiving of rights granted by the General Conditions. Any invalidity of one or more provisions of these General Conditions do not affect the validity in their entirety.

13. Address for Service

All communications which the Parties will exchange on the basis of these General Conditions will be considered valid and effective only if sent or delivered on the addresses referred to in the recitals, where the Parties choose their address for that purpose. Any changes of the address must be notified to the counterparty by A.R. registered mail.

14. Incoterms

All commercial terms and abbreviations contained in the text of these General Conditions shall be interpreted in compliance with Incoterms 2010/ or its subsequent amendments.

15. Applicable Law and Jurisdiction

Any other matters not specifically provided for in these General Conditions of Delivery shall be governed by Italian law. Any disputes between the Parties arising in connection with these General Conditions concerning their validity, execution, interpretation or term shall be subject to exclusive jurisdiction of the Court of Varese.

16. Processing of Personal Data

Pursuant to art. 13 of the EU Regulation 679/2016 (General Data Protection Regulation), please note that your personal data (name, address, city, postal code, landline telephone number, cellular telephone number, date of birth, company), which you have freely disclosed, will be processed by TP REFLEX GROUP S.p.A., mainly by means of computerized systems for the following purposes: customer management, complying with accounting and tax requirements, planning of activities, dispute management, management and maintenance of the Company's IT system. Data disclosure is free, however the absence thereof will not allow our Company to comply with your request. Moreover, please be advised that the data you have freely disclosed will be transmitted to third parties, thereby intending such third parties that are authorized to process data and responsible for providing specific services relating to the contract execution (also by continuous processing), such as banks and credit institutions; professionals, external debt collection companies and budget review companies; suppliers of technology services; companies and enterprises (clients/suppliers), all in compliance with the legal regulations on data security. Your data will not be disseminated in any case whatsoever. The Data will be stored in a complete manner for the entire period of the contract execution; afterwards, the Data will be stored for the period of 10 years to comply with the legal requirements, among others, the requirements referred to in art. 2214 of the Civil Code. Any further storage of Data or part of Data may be disposed of to assert or defend your own rights in any place, and in particular in courts. Finally, pursuant to art. 15 et seq. of the EU Regulation 679/2016, please note that for more information or specific requests (cancellation, blocking, update, rectification and correction of data or objection to the processing) you may refer to the Controller by writing to TP REFLEX GROUP S.p.A., with the registered office at Via Cesare Battisti n. 91, 21040 – Venegono Superiore (VA), or by sending an e-mail on the following address: info@tpreflexgroup.com.