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## **GENERAL PURCHASE CONDITIONS applied by Diemme Filtration S.r.l.**

Diemme Filtration S.r.l. is a leading company in the solid/liquid separation sector. We carefully apply laws and we ask also to our suppliers to be as careful as we are in laws application, especially those referring to: health and safety in the work place (92/57/CEE); healthy behavior in work related to possible risks; protections and prevention of injuries; personal protective equipment (PPE); corruption and penal liability of companies.

Therefore, we decided to qualify our suppliers and to standardize all commercial relations regarding the purchase of materials and/or services from suppliers.

In order to achieve this goal, Diemme Filtration S.r.l. decided to apply the following general purchase conditions in our purchase orders to suppliers.

### **1) SUBJECT**

Diemme Filtration S.r.l. (from now on "Diemme Filtration ") applies the following General Purchase Conditions (from now on "General Conditions") to all contracts regarding the buying and selling and/or the supply and/or the purchase of products and/or services and/or any kind of work (from now "Product/Products") purchased by Diemme Filtration S.r.l. and its suppliers (from now on "Supplier") with a specific Purchase Order (from now on "Order"). These General Conditions shall constitute an integral part of the Order and shall not be excluded from it. The Contract shall include the following documents: Order and General Conditions. Any clause present in Supplier's general conditions, invoices, notes or correspondence that is contrary or not included in the General or special Conditions of the Diemme Filtration Order, will be valid only upon written approval.

### **2) CHANGES TO THE ORDER**

Whenever the service included in the Order has not already been concluded or carried out, Diemme Filtration has the right to postpone the delivery of the material up to 60 days from the date established in the order.

Diemme Filtration can vary the object of the Order, negotiating the subsequent changes and corrections with the Supplier. That is, before the end of the manufacturing, it is possible to ask for a minor Product quantity, accordingly diminishing the price as well. If requested by Diemme Filtration , the Supplier has to modify the characteristics of the Product, changing also, if necessary, the price indicated in the order.

Possible technical changes to the Products included in the Order will have to be communicated in written form to Diemme Filtration . Diemme Filtration will have the possibility to accept them issuing a written confirmation.

The Supplier shall indicate any technical and technological renewal that may improve the quality or characteristics of the Products, in written form to Diemme Filtration .

### **3) SUITABILITY OF PRODUCTS – INSURANCE**

Products have to comply with legislation regarding: safety, packaging and labeling, as well as with Diemme Filtration's descriptions and indications.

The Supplier declares to have a certification of the Quality System Management, or if not, to have a productive structure apt to supply what is indicated in the Order and apt to a Product quality control.

The Supplier is responsible for any damage caused by faulty Products, also after their delivery to the purchasing company. The Supplier is also responsible for any damage caused by or to machineries or plants the faulty products were installed in.

Therefore, the Supplier will repay, release from liability and keep Diemme Filtration and its buyer society safe from damages, expenses, losses, claims and liability deriving from faulty products and their use.

The Supplier declares to have subscribed a public liability insurance with a primary insurance agency for damages caused by faulty products and will send Diemme Filtration a copy of the insurance contract, of the insurance policy as well as yearly acknowledgment of the insurance payment.

#### **4) TECHNICAL INFORMATION, DRAWINGS, KNOW-HOW, INSTRUMENTATION AND MATERIALS. NON-DISCLOSURE OBLIGATION**

All technical or technological documentation, specifications, indications and technical solutions, know-how, drawings, models and/or samples Diemme Filtration gives, communicates or makes available to the Supplier remains Diemme Filtration's exclusive property and can only be used for product manufacturing. The Supplier is not allowed to use the above mentioned material for supplying to other parties.

If Diemme Filtration has to make available instrumentations and/or molds to the Supplier, the Supplier is not allowed to use them for any other party's supplying, unless Diemme Filtration does not communicate otherwise. Instrumentation and molds will be handed with an agreement of free loan for use that will be registered by and at the expense of Diemme Filtration .

The Supplier will have to follow these indications:

- (a) It is not allowed to duplicate or copy what is received from Diemme Filtration , if not authorized in written form;
- (b) It is compulsory to mark as property of Diemme Filtration the material received, even if Diemme Filtration did not mark it;
- (c) It is compulsory to take care of what was received from Diemme Filtration and to use it with all due attention, providing at the Supplier's expenses the necessary maintenance operations and, if needed, a proper insurance.
- (d) It is compulsory to allow Diemme Filtration representatives to control the preservation and usage of the material during regular working time;
- (e) It is necessary to urgently report to Diemme Filtration any eventual break and subsequent extraordinary reparation and necessary substitutions of parts. Diemme Filtration will be responsible for any decision and expenses related to extraordinary maintenance operations, unless the damages are due to accidents, negligence or other causes imputable to the Supplier. If this is the case, all the expenses will be paid by the Supplier.
- (f) It is forbidden to take the material out from the Supplier's premises, unless respecting the limitation of what has been authorized by Diemme Filtration ;
- (g) Only instructed and properly trained staff is allowed to use the instrumentations and/or molds, and generally speaking any property of Diemme Filtration . The above, also in due respect of 92/57/CEE

In any case and upon a request in simple form by Diemme Filtration , the Supplier undertakes to give immediately back all the materials received from Diemme Filtration , including copies of the documents and without any exception. All possible exceptions are excluded by the present conditions.

Any information the Supplier may obtain from Diemme Filtration will have to be treated as confidential and therefore protected by a Non-disclosure agreement. The Supplier will not disclose or share the content of such information to any third party. Moreover, the Supplier will guarantee the respect of the same non-disclosure agreement also for its employees, partners, and any other person having access to the above mentioned information.

After the expiration of the contract with Diemme Filtration , the Supplier and its employees, partners and any other person having access to the above mentioned information will be bound to the same confidentiality during five (5) years, regardless any social name or ownership change of the Supplier.

#### **5) PRODUCTION**

The production of materials based on drawings, models, samples or with molds, etc. received from Diemme Filtration shall be limited from the Supplier only to the ordered quantities and therefore the Supplier commits himself to destroy the eventual excess and/or waste.

The Supplier acknowledges that the manufacturing and sale of surplus material is illicit, whether it is used for the production or as spare parts or as accessories of any type. The above is valid both if these materials are manufactured or sold with reference to Diemme Filtration name, trademark or logo, and if this trademark or logo does not appear on the materials.

#### **6) WASTE DISPOSAL**

Pursuant to European legislation and to the regulations in force, holding, disposal and removal of waste generated by work activities is at Supplier's charge and he will be fully responsible for its management, indemnifying and holding Diemme Filtration harmless from any liability related to it. In any case, the Supplier undertakes to provide Diemme Filtration with a copy of the documents proving waste disposal and its procedure.

## **7) TERMS and DELIVERY**

All terms indicated in the order are always in favor of Diemme Filtration , unless otherwise agreed. Diemme Filtration will qualify its Supplier also in accordance with the delivery terms, as more generally indicated in article 13.

From now on delivery terms are always agreed as essential and mandatory, so that Diemme Filtration always has the right to reject the Goods dispatched later than the agreed timeframe and without the need for further clarification to the Supplier.

Any incomplete delivery or the delivery of Product non-conforming with the provisions of the Order is considered to be not timely. Except in the case that the delay by the Supplier results from documented cases of force majeure, Diemme Filtration reserves the right to cancel the order, without prejudice to any compensation for damages.

## **8) TRANSPORT TERMS**

If not otherwise agreed in written, the products are delivered at Diemme Filtration premises - DAP (Delivered At Place).

Packing shall be appropriate for the supplied material and for the foreseen mean of transport, therefore all damages for faulty packing will be at Supplier's charge, if the agreed good delivery is FCA (Free Carrier) as well.

## **9) TRIAL – DELIVERY**

The delivery or payment of the Product does not implicitly include its acceptance by Diemme Filtration . Diemme Filtration will evaluate the Product's quality, conditions as well as verify the documentation accuracy within thirty (30) days from the arrival of the Product. The material that will not be accepted after trial or that will result to be in surplus, if it is not kept, will be returned to the Supplier with FCA delivery terms (Free Carrier).

Diemme Filtration will only consider the verified weight and quantity of the Product. If Diemme Filtration will have to autonomously repair any faulty material for timing reason, it will be previously communicated and the subsequent costs will have to be repaid by the Supplier. The discards sent back to the Supplier will have to be replaced within a maximum of thirty (30) days, counting from the first delivery date.

According to Italian legislation, also in the above mentioned cases, Diemme Filtration has the right to suspend payment until the Order is fulfilled.

## **10) GUARANTEE**

With the execution of the Order, the Supplier guarantees that Products are free from any defect or fault of material, manufacturing and functioning for a period of twelve (12) months from the start up, and in any case no more than thirty-six (36) months from delivery date. During the Guarantee validity period, the Supplier will have to repair and/or replace, at its own expenses, all the parts that for whatever reason result to be faulty or that do not comply with what was requested by Diemme Filtration . For the repaired or replaced parts an equal period of guarantee will begin from their start-up.

Upon Diemme Filtration request, the Supplier will have to intervene without any delay at Diemme Filtration ' s premises or at the end user's premises in order to carry out the necessary reparations and/or replacement actions.

The Supplier will be liable, both in a civil and penal court, for any law or legislation violation. The Supplier will hold Diemme Filtration harmless from all economic consequences of such violation, without any exception. The Supplier will also refund to Diemme Filtration the amount that the latter may be forced to pay as a sanction or monetary penalty.

The Supplier will have to reimburse any damages suffered by Diemme Filtration or that Diemme Filtration will have to reimburse to the final client if the Product does not comply with the Order or with the expected use.

If any legal proceeding is brought against Diemme Filtration for any reasons (including product liability) or if Diemme Filtration is contested for law violation because the Product supplied is faulty, non-compliant or non-reliable, the Supplier will be compelled to hold Diemme Filtration harmless and to reimburse any eventual damage suffered by Diemme Filtration .

Should Diemme Filtration be compelled to or decide to retire the Product from the market for manufacturing fault, the Supplier will have to take charge of Diemme Filtration ' s costs.

## **11) PRICES**

The unit price of the Order material is fixed therefore not subject to any increase or decrease, regardless of the materials price changes, manpower cost or other or the exchange rate fluctuations of the foreign exchange, that may arise during its execution.

## **12) RIGHT OF INSPECTION-AUDIT-CONTROLS**

Excluding the assumption of direct or indirect responsibility by Diemme Filtration , at any time the Supplier gives the right to Diemme Filtration 's staff to access and inspect its facilities and equipment in order to allow to perform the checks considered necessary. Diemme Filtration personnel will verify the quality of raw materials, of production processes and finished products, as well as their compliance with contract specifications.

In addition, with the exclusion of the assumption of any direct or indirect liability, Diemme Filtration reserves the right to check at any time the general respect of the accident prevention regulations, as indicated in the reference documentation and the best available technology in the safety field.

The Supplier recognizes to every audit company and to any regulatory authority appointed by Diemme Filtration the right to access, review and inspect its premises and any documentation that relates to the service, job, work or supply and to the Supplier's obligations foreseen by the General Conditions or the Order. If the Audit is carried out by the audit firm appointed by Diemme Filtration , it will report to Diemme Filtration only the main information about the compliance with the conditions of the law and of the General Conditions. It is understood that Diemme Filtration , if uses audit firms, is committed to ensure that the company signs a confidentiality agreement. During the Audit, the Supplier undertakes to give access both to its commercially sensitive information and to the information of its sub-contractors or the subcontractors involved in the performance of the Order. The Supplier will also provide all the cooperation and the assistance required during the usual office hours, provided that Diemme Filtration is committed to ensure that any auditor or any other person to whom it is given access to the Audit, will observe the rules of safety and try not to disturb the Supplier's activities. Diemme Filtration will bear the Audit and monitoring costs as set forth in this Article.

The Supplier accepts that Diemme Filtration has the right to suspend the work should any violation or breach of the rules be observed, without any burden for Diemme Filtration and without prejudice to any compensation for damages.

## **13) SUPPLIER'S QUALIFICATION**

Diemme Filtration is implementing procedures to monitor the performance of its suppliers in order to achieve a continuous improvement of its purchases. The Supplier undertakes to cooperate with Diemme Filtration as far as such operations are concerned and to provide all the information required by Diemme Filtration relating to the contractual relationship established by the Order.

## **14) WORK SAFETY**

From now on, the Supplier guarantees to comply with the regulations regarding health and safety in the workplace, pledging to keep up-to-date. In particular, the Supplier guarantees the observance of the rules of conduct in force in the workplace and to be endowed with the minimum PPE (safety shoes, high visibility vest, gloves, helmet etc..).

Therefore, the Supplier guarantees that Diemme Filtration :

a) the salary established by the provisions of the contract in force for the respective categories shall be paid to staff and the employees;

b) insurances relating to accidents at work, third party liability and products suitable overall limit and companies of primary importance have been contracted;

c) all the instructions are carried out and all the devices and measurements to avoid personal injuries and damages to properties are adopted;

d) the regulations for environmental protection and waste management are respected.

The Supplier assumes full responsibility for the proper fulfillment of contractual obligations, pension and insurance for its staff, assuming other-yes any liability for any damages or injury caused by its staff in the performance of the service and since now agrees to hold harmless Diemme Filtration from any claim for compensation.

## **15) SOCIAL SECURITY, TAXES AND VAT**

The Supplier guarantees to pay taxes in due form and time, according to the law. The above including: tax contribution for employees' salary, social security contributions, mandatory social security contribution for industrial accidents and occupational disease of employees and partners, VAT. All the above is according to the law. The Supplier will hand Diemme Filtration a copy of the relevant documentation within three (3) days from the request. Diemme Filtration is entitled to interrupt any relation, including pending payments, with the Supplier until the Supplier regularizes its position.

## **16) PROHIBITION OF SUBCONTRACTING AND SUB-SUPPLYING**

For the manufacturing of what is included in the Order, subcontracting or sub-supplying are not allowed.

Upon Supplier's request, exceptions may be agreed on. Any exception will have to be included in the Order. The Supplier will have to previously give all the details regarding the subcontracting or sub-supplying. In this case, all the obligations of the Supplier will have to be considered as valid also by the subcontractor or sub supplier. The payment will be authorized after the Supplier has provided the documentation demonstrating that laws on subcontracting have been abided.

The subcontractor or sub supplier will have to respect all the regulations regarding work safety and all the regulations and law that Diemme Filtration requires to be respected as well. The Supplier is liable for any non-fulfillment of the subcontractor or sub supplier and he will have to control and coordinate subcontractor and sub supplier.

The Supplier will hold Diemme Filtration harmless from any liability and also declares to be the one and only responsible for Diemme Filtration, also as far as the sub contracted products or works are concerned.

It is agreed that the Supplier will choose the subcontractor or sub supplier after an in-depth analysis of subcontractor's organization structures, employees, skills and relevant experience in the sector, respect of the law and obligations regarding the activity and services of the subcontract or sub supply.

## **17) TRANSFER OF DEBT PROHIBITION**

It is forbidden to transfer the debt deriving from the Order to any third party, nor can be delegated in any form.

## **18) ANTI - CURRUPTION STANDARD**

Diemme Filtration is very careful about anti-corruption standards respect. The Supplier declares to know and respect the relevant laws, where anti-corruption measures are implemented in order to prevent and fight corruption and illegality in public administration. Moreover, Diemme Filtration has its own Code of Conduct which the Supplier signed. Therefore, the Supplier is bound not to act in violation of the Code of Conduct or of the law in order to prevent frauds, corruption, crime, money laundering and terrorism.

## **19) INFORMATION PURSUANT TO LEGISLATIVE DECREE GDPR 2016/679**

Diemme Filtration srl, with registered office in via Lanfranco Gessi, 16 Lugo (RA), acting through its legal representative Mr. Rosario Eduardo Tagliavini, as the Owner of the processing of personal data, informs that, according to the REGULATION (EU) 2016/679, the personal data you provide will be processed for the following purposes:

- for inserting personal data in the company databases;
- for accounting and fulfillment of accounting, insurance, contractual, financial and credit protection obligations;
- for the management of receipts and payments;
- for fulfillment of obligations provided by the civil and tax law, by regulations, by community legislation.

The legal basis that justifies the processing is the fulfillment of statutory and contractual obligations .

These purposes are pursued in accordance with the principles of correctness, lawfulness and non-excessiveness in relation to the purposes, and in compliance with principles of the law on the protection of data privacy.

Therefore, the Owner might communicate your data to all physical and legal persons (legal consultancy agencies, administration and tax agencies, auditing firms, couriers and freight forwarders, data processing centers, etc.) in cases where communication is necessary for the above mentioned purposes, to banking institutes for the management of receipts and payments and to our employees specifically appointed for the related tasks.

The data, except for legal obligations, will not be disclosed without your explicit consent. The provision of data is mandatory because data are essential for the performance and management of the work relationship. In case of refusal to provide the data, it will not be possible to carry out the work relationship and the related contractual and legal obligations.

In cases when the owner intends to process your personal data for other purposes than those for which they were collected (for example, processing with secondary purposes of promotional, advertising or marketing nature such as sending via email, post, SMSs, newsletters of commercial communications and/or advertising material regarding products or services offered by the Owner), any processing related to the above mentioned purposes will be preceded by new statement and submitted to the interested party's consent.

We also inform you that all the data collected will not be subject to any automated decision-making, except for the company website, where profiling cookies are present for which the provision of consent is required. The processing of personal data takes

place primarily through the use of electronic and/or information technology tools and technical and organizational measures in order to ensure the security and confidentiality of the data.

Your data may be stored both in computerized form or on paper, as well as on any other type of support considered most suitable for processing.

The owner guarantees that the data you provide will not be disclosed to non-EU countries and/or international organizations except for contractual purposes and to fulfil obligation ensuring the data transfer in non-EU countries in compliance with the applicable legal provisions. The data processing owner clarifies, on the basis of the Register of processing activities, the cases in which data to non-EU countries or to international organizations are to be transferred. Data are kept for a period not exceeding the achievement of the purposes for which they were processed (for example, 10 years for documents relating to the accounting dept). Once the retention period has expired, the data will be properly destroyed or made anonymous.

The purpose, legal basis, categories of recipients and retention period for the data relating to the individual processing is specifically indicated in the Register of processing activities that can be consulted upon request. The interested party has the right to:

- access personal data (for example, to obtain a copy or to know where they were made available);
- obtain the correction or cancellation of the data or the limitation of the processing that concerns him;
- oppose the processing;
- the portability of data (for example, to receive data in a structured format, commonly used and readable from an automatic device);
- withdraw the consent (except the cases when the processing is necessary to fulfill legal obligations) at any time without prejudice to the lawfulness of the processing based on the consent given prior to the revocation;
- propose a complaint to a Supervisory Authority (Privacy Authority, email address: [urp@gpdp.it](mailto:urp@gpdp.it)).

Please note that in order to comply with the Regulations, the Company has set up an integrated privacy system identifying as Managers of the Processing the persons in charge listed in the processing activity Register. This Register is kept and appropriately updated at the registered office of the Owner of the processing. For further information and/or for the exercise of your rights, please contact the owner of the processing, Diemme Filtration srl, with registered office in via Lanfranco Gessi, 16 Lugo (RA), Phone: 0545 20611, Fax: 0545 30358 email address: [info@diemmefiltration.com](mailto:info@diemmefiltration.com)

## **20) EXPRESS TERMINATION CLAUSE**

The following are considered express termination causes of the Order or Contract:

- The Supplier becomes insolvent or undergoes a bankruptcy procedures, controlled administration or one of the other possible procedures included in Italian law r.d. number 267/42. In the last mentioned case, what is relevant is the presentation of the documents to the court, as indicated in Italian law d.l. 83/12, reserving the right to propose a composition with creditors.
  - The Supplier undergoes penal procedures, according to Italian Law ex lege n. 231/01.
  - Violation of Diemme Filtration Code of Conduct.
  - It is impossible for the Supplier to correctly manage its business.
  - In case of merger or incorporation of the Supplier with another society or company, or in case of substantial change of the Supplier's ownership, as indicated ex art. 2359 of Italian Civil Code.

Both parties agree that the violation of articles 3 – 4 - 5, co.1° - 6 - 12 - 13 – 14 – 15 - 16, co. 1° - 17 - 18, co. 2° and 19, may be considered as a serious non-fulfillment. It may bring about the termination of the contract as well as the payment of a compensation for damaging Diemme Filtration or any of its affiliate companies. The right to receive a compensation for the received damages is also considered.

In all the above mentioned cases, Diemme Filtration will have the right to terminate (partially or completely) the Order and to terminate the Contract, by a written notification. Diemme Filtration will not owe the Supplier anything for the termination of the Contract or of the Order. Moreover, no other compensation granted to Diemme Filtration will be modified after Contract Termination, including monetary compensation for damages.

If the object of the contract include or implies the transportation of dangerous or toxic substances, and the Supplier is not qualified for their transport by national or regional authorization, Diemme Filtration has the right to terminate the contract.

## **21) COMMUNICATION**

In order to have more clarity in the relationship between the parties, it is agreed that any amendment, exception or addition to the present General Conditions, or to the Contract / Order, will be valid and enforced only if agreed upon in written form. No other

way of communication is accepted. All written communications will have to be sent to the address indicated in the Order during the opening hours of Diemme Filtration .

## **22) APPLICABLE LAWS AND COMPETENT COURT**

The applicable law will be Italian law. For any dispute, the competent court will be the Court of Ravenna, Italy. No other court is accepted.

For Acceptance

Date : \_\_\_\_\_ Stamp and signature: \_\_\_\_\_

Pursuant to Italian Law art. 1341 e 1342 of the Civil Code I, the undersigned, as Supplier's representative, declare to approve the hereby listed articles indicated in Diemme Filtration Srl GENERAL PURCHASE CONDITIONS :

- 3) Suitability of products insurance;
- 4) Technical information, drawings, know-how, instrumentation and materials, non-disclosure obligation;
- 5) Excess production: consequences;
- 6) Waste disposal;
- 7) Terms and Delivery;
- 8) Trial - Delivery;
- 9) Good tests and acceptance: consequences;
- 10) Guarantee;
- 11) Prices;
- 12) Right of inspection, audit, controls;
- 13) Supplier qualification;
- 14) Work safety;
- 15) Social security, taxes and VAT;
- 16) Prohibition of subcontracting and sub-supplying;
- 17) Transfer of debt prohibition;
- 18) Anti-corruption standards;
- 20) Express termination clause;
- 21) Communication;
- 22) Applicable laws and competent court.

For Acceptance

Date : \_\_\_\_\_ Stamp and signature: \_\_\_\_\_