

Interdas SPA
Terms and Conditions of Purchase

- 1. COMPLETE AGREEMENT.** This Purchase Order constitutes the offer of Interdas SPA, Via Silvestro SanVito no. 82, 21100 Varese, ITALY (“Interdas”) to Supplier, and shall be deemed accepted and become a binding contract on the terms and conditions of purchase stated herein (“Terms and Conditions”) upon acceptance thereof either by acknowledgment or performance. The receipt by Interdas of any verbal or written communication purporting to modify this Purchase Order shall not affect or modify the Terms and Conditions hereof. This Purchase Order supersedes all prior communications, agreements, and understandings between the parties. In the event of a conflict between any provision hereof and any confirmation, acceptance or invoice relating hereto, the Terms and Conditions of this Purchase Order shall govern and control. This Purchase Order and the documents, if any, referred to on the face of the Purchase Order hereof constitute the entire agreement between the parties with respect to the subject matter hereof and the same cannot be amended or modified, in whole or in part, except in writing executed by Interdas and Supplier.
- 2. CHANGES; CANCELLATION.** At any time up to fourteen (14) days prior to Supplier’s scheduled production of the products that are the subject of this Purchase Order (“Products”) Interdas shall be permitted by written order to make changes within the general scope of this Purchase Order in any one or more of the following: (I) designs or specifications; (II) quantity, (III) method of shipment or packing and (IV) place of delivery. Interdas may cancel the Purchase Order in the event Supplier: (a) seeks the liquidation, reorganization, dissolution or winding up of itself or the composition or readjustment of all or substantially all of its debts; (b) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets; (c) makes a general assignment for the benefit of its creditors; (d) commences or has commenced against it a case under any bankruptcy code; or (e) files a petition for relief or otherwise seeks relief from or readjustment of its debts under any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or readjustment of debts (including, without limitation, consenting to the entry of an order for relief in an involuntary bankruptcy case against it).
- 3. PRICE.** Supplier agrees that the prices for the Products provided under this Purchase Order may not be changed after acceptance by Supplier. Supplier warrants that the price for the Products which are the subject of this Purchase Order are no less favorable than those extended to any other customer for the same or like articles in equal or less quantities. Supplier warrants, unless otherwise agreed in writing by the parties, that prices include all charges for packing, crating, storage and transportation to F.O.B. point. The price stated herein includes all taxes, duties and tariffs, excepting only state and local sales and use taxes which Supplier is required by law to collect from Interdas. Such taxes, if any, shall be separately stated in Supplier’s invoice and will be paid by Interdas unless an exemption is otherwise available.
- 4. DELIVERY, PERFORMANCE AND ACCEPTANCE.** Supplier will ensure that the Products are packaged in a manner that is: (I) in accordance with good commercial practice; (II) acceptable to common carriers for shipment; and (III) adequate to ensure safe arrival of the Products at the delivery location designated in the Purchase Order. Supplier acknowledges that failure to meet the delivery dates specified in the Purchase Order may cause substantial financial and reputational harm to Interdas and agrees it will promptly notify Interdas in writing of any anticipated delay in meeting the delivery dates specified in the Purchase Order. In the event of such delays, excepting those due to Force Majeure (as defined below), Interdas reserves the right without limitation to cancel this Purchase Order if delivery of Products hereunder is not completed by the time promised and reserves the right to purchase elsewhere and charge Supplier with any reasonable loss incurred in connection with Supplier’s delay. Supplier agrees not to reserve title or to retain any security interest in Products purchased by Interdas. All Products delivered hereunder must comply with any quality assurance requirements provided by Interdas, and are subject to Interdas’s inspection, testing and approval within a reasonable time after delivery. If the Products fail to meet their Specifications, such Products may be returned at Supplier’s expense and at Supplier’s risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the Products and shall not impair Interdas’s right to inspect nor limit any of its remedies. Acceptance of all or any part of the Products covered by this Purchase Order shall not be considered a waiver of Interdas’s right either to cancel or return all or any portion of the Products because of failure to conform to this Purchase Order, or by reason of defects, latent or patent or other breach of warranty, or to make any claims for damages to which Interdas is legally entitled. Over or under shipment of Products ordered must not exceed 5% of the value of the Purchase Order or \$500.00, whichever is smaller.
- 5. PRODUCT LIABILITY.** Supplier shall defend, indemnify and hold Interdas harmless from and against any loss, claim damage or expense (including legal fees and costs relating thereto) arising out of, resulting from, or caused by any Products furnished by Supplier hereunder and Supplier shall maintain at all times hereafter adequate public liability, products liability and property damage insurance in amounts sufficient to protect Supplier and Interdas from any risk or liability in respect thereof.
- 6. RISK OF LOSS.** Delivery shall not be deemed to be complete and risk of loss and damage to the Products shall not pass to Interdas until the Products have been actually received and accepted by Interdas.
- 7. WARRANTY.** Supplier warrants that all Products furnished hereunder shall be: (I) merchantable, (II) new and of best quality, (III) free from defect in design, materials and workmanship, (IV) in strict conformity with any applicable designs, specifications, drawings, descriptions of Interdas and Supplier, in conformity with representations made by Supplier’s representatives or agents, or in any quotation or other documentation of Supplier, and in compliance with all applicable laws, rules and regulations (together the “Specifications”), and (V) if Supplier is, or reasonably should be aware of Interdas’s intended use therefore, fit and sufficient for the purpose so intended. This warranty shall survive any inspection, test, acceptance, or use of or payment for such Products by Interdas. Acceptance of this Purchase Order shall constitute an agreement by Supplier to indemnify and hold Interdas (including, for purposes hereof, agents, shareholders, directors, officers, employees, representatives and customers of Interdas) harmless from liability loss, damage and expense, including reasonable attorney’s fees, incurred or sustained by reason of the failure of the Products to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by laws and, as to consequential damages, shall be limited only to the extent provided by Italian law. Without limitation of any other rights or remedies available to Interdas Supplier agrees to repair or replace, at no cost or expense to Interdas, any Products furnished hereunder where a defect in design, materials or workmanship in the Products shall appear or arise within twenty four (24) months after delivery of same by Supplier. The foregoing warranty is in addition to and not in limitation of all other warranties, whether express, implied or statutory. Any attempt by Supplier to negate, disclaim, exclude or otherwise limit any warranty provided hereunder or otherwise available to Interdas under applicable law shall be void, and Interdas’s rights and remedies shall not be limited or restricted in any manner thereby.
- 8. EPIDEMIC FAULTS.** In the event that four percent (4%) or more of any particular model of any of the Products delivered under this Purchase Order is found to be defective with the same root cause defect or defects (“Epidemic Fault”) anytime within thirty- six (36) months following Supplier’s delivery of Products, Supplier will promptly: (a) dedicate sufficient resources to thoroughly investigate the cause of the Epidemic Fault; (b) perform root cause analysis; and (c) implement corrective action. In addition, after Supplier’s verification, Supplier will render repair and replacement services, as reasonably requested by Interdas, or Supplier will credit Interdas an amount equal to the landed cost of the Products plus local costs of repair, removal, reinstallation and/or substitution associated with the repair or replacement of such Products.
- 9. INTELLECTUAL PROPERTY INFRINGEMENT.** Supplier agrees to defend, indemnify and hold Interdas (including, for purposes hereof, its shareholders, directors, officers, and its successors, assigns, Interdas, and users of its products) harmless from and against all claims, liabilities, losses, damages and expenses, including reasonable attorney’s fees resulting from any actual or claimed trademark, patent, copyright, trade secret or other intellectual property infringement, or any litigation based thereon, with respect to any part of the Products covered by this Order, and such obligation shall survive acceptance of the Products and payment therefore by Interdas.
- 10. LIMITATION OF LIABILITY.** In no event shall Interdas be liable for anticipated profits or incidental or consequential damages hereunder.
- 11. REGULATORY COMPLIANCE.** Supplier warrants that in the performance of this Purchase Order Supplier has complied with the requirements of all applicable laws, rules and regulations.

12. **ADVERTISING.** Supplier shall not, without first obtaining the express written consent of Interdas, in any manner advertise, publish, or otherwise disclose to any third party the fact that Supplier has furnished or contracted to furnish to Interdas the Products ordered hereunder.
13. **CONFIDENTIAL INFORMATION.** Supplier shall treat and consider all designs, drawings, specifications and other information furnished to Supplier by Interdas as confidential and Supplier shall hold such information in strict confidence, shall not disclose or reveal any of the same to any third party, and shall not use any such materials or information for any purpose (other than performance of this Purchase Order) without Interdas's express prior written consent. Upon Interdas's request such data, designs, or other information and any copies thereof shall be returned to Interdas. Where Interdas's data, designs, or other information so identified to Supplier as Interdas's proprietary information are furnished to Supplier's suppliers for procurement of supplies by Supplier for use in the performance of Interdas's orders, Supplier shall insert the substance of this provision in its orders. These obligations of confidentiality shall survive the cancellation, termination, or completion of this Purchase Order. Supplier understands and agrees that money damages may not be a sufficient remedy for any breach of the obligations of confidentiality herein and, therefore, Interdas shall be entitled to injunctive relief or specific performance without posting any bond. Such remedies shall not be deemed to be exclusive remedies for a breach of this Section 13, but shall be in addition to all other remedies for such breach available at law or in equity, including money damages. Interdas's failure in any instance to enforce any provision, right or remedy under this Agreement shall not constitute a waiver of such provision, right or remedy.
14. **ASSIGNMENT.** No right or interest in or obligation under this Purchase Order shall be assigned, subcontracted or delegated by Supplier without the prior written consent of Interdas, and an attempted assignment, subcontract or delegation hereof shall be void and ineffective unless made in compliance herewith.
15. **INVALIDITY; REMEDIES; WAIVER.** The invalidity in whole part of any term or condition of the Purchase Order shall not affect the validity of any other terms or conditions. The remedies reserved by Interdas herein shall be cumulative and additional to any other remedies at law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or any other provision.
16. **FORCE MAJEURE.** A "Force Majeure Event" is one which is beyond a party's reasonable control and includes war, whether declared or not, civil war, revolution, or any other armed conflict, military or non-military interference by any third party state or states, acts of terrorism or serious threats of terrorist attacks, sabotage or piracy, strike or boycott, acts of governments (including central banks) or any other acts of authority whether lawful or unlawful, blockade, siege or sanctions, or accidents, fires, explosions, plagues, or natural disasters such as but not limited to storm, cyclone, hurricane, earthquake, landslide, flood, drought etc., or any event of a similar nature. If non-performance due to Force Majeure Event is for a period that does not exceed thirty (30) days, then the obligation to perform is suspended during that time. If the period of non-performance becomes unreasonable (i.e. lasts more than thirty (30) days) then it amounts to a fundamental non-performance, and the parties must discuss in good faith how to proceed and whether to terminate the contract.
17. **APPLICABLE LAW.** The contract arising pursuant to this Purchase Order shall be governed by the laws of the Republic of Italy without reference to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the courts of Varese, Italy. The Parties expressly reject the application of the United Nations Convention on Contracts for the International Sale of Products to this Purchase Order or to any other transaction between them.