

Sunglass Industry S.r.l.

General Purchasing Conditions

1. Scope of application and parts of the contract

Irrespective of the type of contract, our purchasing transactions (orders) with non-consumers within the meaning of Section 3 D.lgs 6.09.2005 n. 206 (Suppliers) are subject to the following Purchasing Conditions. They also apply to future transactions with the Supplier.

These Purchasing Conditions will always prevail upon any Supplier's standard terms and conditions however set or issued (e.i. terms and conditions eventually attached to (or referred to in) offers or order confirmation are not accepted even if the offer or order confirmation is accepted) . The Supplier's own standard terms and conditions will only apply when their text is identical to our own or includes conditions that are more favourable to us.

2. Placement and amendment of orders: authority, written form, order confirmation

Only our purchasing management and representatives listed in the commercial register are authorised to place and amend orders.

Orders and amendments to orders must be in writing. Terms in an order confirmation that differ from the contract or the purchase order will only become part of the contract if re-confirmed by us in writing.

3. Prices

The prices stated in the orders are fixed prices: all main and supplementary services required to supply the goods by the deadline to the agreed delivery address, particularly packaging and transport, are included in the price.

4. Scope of Services

The services of the Supplier also include:

4.1 comprehensive quality documents as par instance the Declaration of Conformity of the Material or any others eventual quality documents and/or certifications clearly indicated in the Purchase Order

4.2 comprehensive quality control measures according to a predefined Factory Control Plan (PFC), that extend to the entire scope of the services including the monitoring of compliance with the

predefined specifications for parts and materials purchased from third parties; these measures also extend to loading and transport;

4.3 labelling of the individual parts and packaging units according to the following guidelines of the Customer;

4.4 packaging which minimises the risk of damage to the items to be delivered during loading and transport with customary means of conveyance and protects the items to be delivered from deterioration caused by the weather, especially wetness, ice, snow, ultraviolet radiation and the formation of mould during storage outdoors for up to 3 months;

4.5 packaging that enables secure loading of the packaging units solely by means of tensioning straps on the loading platform of trucks, without the items to be loaded or the packaging being damaged or having to be reinforced in some way;

4.6 packaging that enables access to the goods;

4.7 the autonomous transport to the delivery address, in which the delivery sequence specified by the Customer is to be met;

4.8 the immediate delivery of the applicable safety data sheet for dangerous goods.

If an "ex works" delivery is agreed, the transport obligation as defined in 4.6. does not apply. However, the Supplier must ensure that packaging is safe for transport and that loading is carried out in the packaging and delivery sequence specified. The Supplier shall accept liability for all risks associated with transport.

5. Delivery time and arrears

An agreed delivery time is binding, time is agreed to be of essence.

Compliance with the delivery date of goods or services will be governed by the date on which the goods are delivered (together with the prescribed technical documentation) or the date production is completed, including packaging, ready for acceptance at the agreed delivery location. Delivery will be deemed completed only when and if technical documentation of the provided goods is delivered.

The Supplier is required to contact us immediately should any circumstances prevent compliance with the delivery time, stating the reasons for the delay and the anticipated consequences. This notification will not absolve the Supplier from its obligation to deliver in time and from its liability for late delivery. We are permitted to reject goods delivered or services provided before the agreed date.

Partial deliveries are only permissible if we agree in writing. In the case of agreement, the obligation to deliver is, however only fulfilled with the last partial delivery.

6. Delivery, accompanying documents

A delivery note showing our order number, the date and reference of the order and a precise description of the goods delivered must accompany every delivery.

7. Invoice

Invoices must be issued in a manner that allows them to be checked and must be sent either to the e-mail address fornitori@sunglass-industry.com or sunglassindustry@legalmail.it. They must include the order number, the date and reference of the order and an exact description of the service provided. All documents required in order to check the invoice must be attached, particularly outgoing goods control paperwork (proof of quantities and quality) and the required test reports and certificates. All items in the invoice must be shown separately.

8. Delivery, packaging

Should the delivery be at the client's expense, the Supplier will be required to choose the most cost-effective method of delivery. The Supplier is required to insure the delivery at its own expense up to the time of delivery. In the case of cross-border deliveries, copies of the invoice, delivery note and freight documents must be transmitted to us by e-mail fornitori@sunglass-industry.com so that these documents are already in our possession at the time we receive the goods.

9. Payments

Delay in payments within 30 days after invoice expiring date will not allow retention of goods or interruption or suspension of deliveries by the Supplier. Nevertheless no retention, interruption, suspension is allowed if delay in payments is related with goods or services not conformity claim.

The period allowed for payment will begin as soon as the service has been provided in full and an invoice according to contract has been received. Should we be entitled to withhold payment on account of counter-claims, the payment will begin once the counter-claim has been settled.

Should we fully meet the claim by netting counter-claims, this will be considered equivalent to payment.

Payment of invoices will not denote acceptance of the goods or a waiver of any claims whatsoever on our part.

10. Acceptance and transfer of risk

In the case of the delivery solely of goods, risk will not pass to us until a person empowered by us to do so has confirmed their delivery.

In the case of all other services, risk will pass when a person empowered by us to do so has accepted the service. Formal acceptance must take place. In the case of part deliveries/services, acceptance will not take place until the whole delivery/service has been completed.

11. Obligation to check deliveries and report defects

We reserve the right to check that deliveries are correct and suitable after acceptance has taken place. We are not obliged to examine the goods at delivery.

Contrary to section 1495 of the Italian Civil Code, our claims due to quality defects, quantity differences or deliveries of the wrong goods will still be safeguarded provided we report any defects, quantity differences or deliveries of the wrong goods to the Supplier within 2 weeks.

This period will begin at the time we obtain knowledge of the defect or discrepancy.

We are not subject to any obligations in addition to those described above.

12. Rights in the event of quality defects

Should the subject matter of the contract be defective, in addition to our legal rights, we may demand, at our sole discretion, that it be repaired or replaced at no expense. This will not affect our right to damage compensation.

Liability of the Suppliers for delivery of defective or non conforming goods include compensation of the expenses to be borne by the Customer for the purposes of the subsequent fulfilment, such as deinstallation and installation costs. If the defective or non conforming items are already linked or assembled to other items or have already been handled in some way and the defectiveness of the items thus produced occurred through this, the expenses include all costs that are necessary in order to establish the freedom from defectiveness of the items that are linked or assembled or have been produced in another way.

The subject matter of the contract is the complete delivery or service agreed. Should the Supplier provide partial deliveries or partial manufacturing services as part of the same order, the warranty period will not begin until the last delivery or the last manufacturing service has been accepted.

14 Drawings, samples

The Supplier is required to return to us automatically and at no expense documents, whatever their nature, that we provide to the Supplier, such as samples, models or drawings and the like, as soon as they are no longer required in order to carry out the order. They may not be made accessible to third parties. Copies may only be made subject to our prior consent. The Supplier may neither use himself nor offer or deliver to third parties products made according to documents prepared by us, such as drawings, models or the like, or according to our specifications or with our tools or with tools manufactured by the Supplier solely for the purpose of our order.

15. Deliveries to the Supplier, orders on commission

Materials that we provide to the Supplier, either ourselves or through third parties, may only be used for our order and will remain our property. We do not transfer any right to dispose of the materials or any parts made from them. The materials provided must be stored separately from similar materials and identified as our property. The Supplier will carry out any processing or conversion on our behalf.

Should these materials be processed or mixed, we will acquire co-ownership of the new object in proportion to the value of our materials to the other materials processed or mixed at the time the processing or mixing took place. The Supplier will store the new product on our behalf at no expense with the diligence of a conscientious businessman.

The Supplier is required to check the materials we provide and to report any defects identified immediately. Otherwise, the Supplier will forfeit the right to invoke a defect in the materials provided and will be required to compensate us for any damage.

The Supplier is liable for damage to or loss of the materials provided that he has in deposit.

The materials must be returned to us free of charge should they not be required for our order.

16. Insurance

The Supplier undertakes to maintain a third party liability policy (TPL) issued by a reputable insurance company providing proper coverage for indemnification of Direct Damages arising from faulty Materials. A copy of the said policy, and relevant paid-premium receipt, shall be given on yearly basis to the Purchaser.

17. Data processing

We may store electronically important data required in order to process the contract.

18. Supplier's insolvency, right to terminate

Should the Supplier cease to make payments, or should insolvency proceedings or comparable legal proceedings be applied for by the Supplier or ourselves or some other creditor in accordance with the law, or should such proceedings be opened or their opening be rejected due to the lack of assets, we will be entitled to rescind the contract wholly or partially or to terminate the contract for a material cause.

Failure to comply with any material obligation under these terms and conditions or under the contract (e.i. failure to comply with delivery date) by the Suppliers entitles us to terminate the contract or any outstanding order without any right to compensation to the Supplier.

18. Place of jurisdiction

Bolzano is agreed as the place of jurisdiction for any controversy in the interpretation or fulfilment of these terms and conditions, of contracts (also when made by order and order confirmation). We are, however, entitled to sue the Supplier at his place of business.

19. Obligation to secrecy

The contractual partners undertake to safeguard as a business secret all information not in the public domain that becomes known to them through the business relationship. The Supplier is required to bind its suppliers accordingly.

21. Applicable law

The contract is subject to the Laws of Italy to the exclusion of UN purchasing law and any international convention about sale and purchase.

Bolzano, date _____

The Supplier

Sunglass Industry S.r.l.

According to Section 1341 of the Italian Civil Code the Supplier expressly acknowledge and agree with the following sections: 1. (Scope of application and parts of the contract); 3 (Prices); 5 (Delivery time and arrears); 9 (Payments); 10 (Acceptance and transfer of risk); 11 (Obligation to check deliveries and report defects); 12 (Rights in the event of quality defects); 13 (Liability); 17 (Supplier's insolvency, right to terminate); 18 (Place of jurisdiction); 21 (Applicable Law).

Bolzano, date _____

The Supplier

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