



## **OVS S.p.A GENERAL CONDITIONS OF SUPPLY - FOREIGN (release 2014 - updated 2022)**

### **1. RECITALS**

- a) OVS S.p.A. is an Italian retailing distribution leader.
- b) OVS S.p.A. and the subsidiaries directly or un-directly controlled by OVS S.p.A. purchase various goods from different suppliers (such as, by way of example but without limitations, apparel and accessories; furnishing; household and house linen; home, kitchen and bathroom decors, products and tools; cosmetics, perfumes and products for personal hygiene and care; toys; stationery).
- c) Such goods may be created, developed and manufactured by the suppliers independently; or manufactured by the suppliers in accordance with the specifications and standards created and imparted by OVS S.p.A. . Furthermore, the goods may be affixed with trademarks or distinctive signs owned or lawfully used either by the suppliers or by OVS S.p.A.
- d) OVS S.p.A. has determined that all the aforementioned purchases of goods be regulated in an uniform way, and has therefore adopted these General Conditions of Supply.
- e) Furthermore, OVS S.p.A. has adopted a Code of Conduct aimed at the promotion and protection of human, labour and environmental rights and wishes to retain its suppliers to abide by the Code of Conduct in the relationships ruled by these General Conditions of Supply.

### **2. REFERENCES - DEFINITIONS**

- 2.1 In these General Conditions of Supply, references to articles and annexes shall be to articles and annexes of these General Conditions of Supply.
- 2.2 For the purposes of these General Conditions of Supply, the following terms shall have the meaning defined after each of them (the plural including the singular and *vice-versa* where appropriate):
  - *Agreement*: every single contractual relationship entered into between the Companies and the Suppliers for the supply of Products by means of the confirmation of an Order in accordance with article 6;
  - *Code of Conduct*: the OVS Code of conduct, forming an integral and substantial part of the Supplier's Manual, as may be modified and updated if necessary by means of written communication to the Suppliers.



- *Companies*: OVS and the companies directly or un-directly controlled by OVS.
- *General Conditions of Supply*: these general conditions of supply, applicable to every single contractual relationship between the Companies and the Suppliers for the supply of the Products;
- *OVS*: OVS S.p.A.;
- *Non-conformity*: any non-conformity of the Products in respect of (i) the Supplier's Manual and/or of the Technical Specifications, as well as any other difference or lack of quality of the Products in respect of the Agreement and/or (ii) of the best practice applicable to the specific sector and/or (iii) of any declarations made and any qualities specifications or standards promised by the Suppliers and/or (iv) of any laws, rules and regulations applicable to the Products.
- *Orders*: the single purchase orders submitted by the Companies to the Supplier;
- *Parties*: the Companies and the Suppliers.
- *Privileged Fiscal Countries*: the Countries considered as fiscally privileged under any law applicable to OVS and to the Companies. A list of such Countries will be communicated by OVS to the Supplier in writing and updated whenever required, it being understood that the list and any updating thereof shall be final and binding upon the Supplier.
- *Products*: all the goods supplied to the Companies by the Suppliers, listed in the Orders.
- *Purchasing Practice Policy*: The OVS' Policy on fair and responsible conduct for purchasing products, available on corporate website.
- *Quality Assurance*: OVS's quality assurance and control service.
- *Suppliers*: any individual or entity supplying the Companies with the Products.
- *Supplier's Manual*: the manual annexed to these General Conditions of Supply, forming an integral and substantial part thereof, as may be modified and updated if necessary by means of written communication to the Suppliers.

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- *Technical Specifications*: any indication, instruction, design, drawing, model, sample etc. related to the Products that the Companies may communicate to the Suppliers; it being understood that the Companies shall not be under any obligation to communicate the Technical Specifications to the Suppliers.
- *Trademarks*: the trademarks owned or lawfully used by the Companies.

### 3. SUBJECT

- 3.1 These General Conditions of Supply shall govern all Agreements entered into in accordance with article 6. The entire content of any Agreement shall solely consist in the provisions of the relevant Order and of these General Conditions of Supply. In case of inconsistency between these General Conditions of Supply and an Order, the Order will prevail.
- 3.2 OVS retains the right to modify at any time these General Conditions of Supply by means of written communication to the Supplier (directly or through the Companies) to such effect. The modifications shall become effective 30 days of the receipt, but shall not apply to the Agreements already in force at the time.
- 3.3 These General Conditions of Supply cancel and supersede any previous agreement or arrangement between the Parties, either written or oral or *de facto* on the subject matter hereof.
- 3.4 The Supplier's Manual shall be an integral and substantive part of all Agreements.
- 3.5 The Code of Conduct shall be an integral and substantive part of all Agreements. The Supplier hereby warrants and represents to accept the terms and conditions thereof and undertakes to strictly comply with the same. Likewise, the Supplier undertakes to procure that any sub-contractor abide by the Code of Conduct. Furthermore, the Supplier hereby warrants and represents to comply with all applicable labour laws, in particular those regarding the minimum workers' age.
- 3.6 The Purchasing Practice Policy shall be an integral and substantive part of all Agreements.

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3.7 OVS and the Companies shall have the right at any time, directly or through appointed auditors, to access any and all the Supplier's facilities to verify that the Code of Conduct is duly complied with. In case of breach of article 3.5, the Companies shall have the right to terminate any Agreement and to cancel any Order, thereby terminating any relationship with the Supplier, without prejudice to damage compensation.

#### **4. EXCLUSIVITY**

4.1 The Supplier undertakes not to manufacture or have manufactured and not to supply or have supplied to entities other than the Companies any Products manufactured on the basis of those Technical Specifications (if any) related to the creation and style of the Products. For the avoidance of doubt, the Companies acknowledge that the Suppliers shall be free to manufacture or have manufactured and to supply or have supplied to entities other than the Companies any goods manufactured on the basis of those technical specifications, styles, artwork etc. that are the property of the Suppliers and have not been communicated by the Companies.

4.2 In case of breach of the obligation under article 4.1, the Companies shall have the right to terminate any Agreement and/or cancel any Order with immediate effect, without prejudice to damage compensation.

#### **5. TECHNICAL SPECIFICATIONS**

5.1 The Supplier undertakes to strictly comply with the Technical Specifications (if any). The Supplier shall not be entitled to amend the Technical Specifications without the previous written consent of the Companies. The Companies shall have the right to amend at any time the Technical Specifications by written communication to the Supplier, and the Supplier undertakes to comply with any such amendment.

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- 5.2 Should the amendments to the Technical Specification require substantial modifications to the production process, the Parties shall agree upon new delivery terms and the sharing of the relevant duties and costs.
- 5.3 If the Supplier does not comply with the modifications to the Technical Specifications, the Companies shall have the right to terminate any Agreement and/or cancel any Order, without prejudice to damage compensation.

## 6. ORDERS

- 6.1 The Companies shall submit the Orders to the Supplier in written form, detailing the essential terms of the supply of the Products (quantity, colours, sizes, terms and place of delivery, price). The Order shall be signed by a duly authorised employee of the Companies.
- 6.2 Within five working days of the receipt, the Supplier shall have the Order sealed and executed by way of acceptance by a duly empowered officer and sent back to the Companies. The Companies reserve the right to require electronic acceptance of the Orders, by means of a restricted-access dedicated system. In any case, should the Supplier not expressly accept the Order within the above-mentioned term, then the Order shall be deemed as accepted by the Supplier; however, in such event the Companies shall be entitled to withdraw the concerned Order at any time.

## 7. CONFORMITY OF THE PRODUCTS

The Supplier undertakes to deliver only Non-conformities-free Products, conceived and manufactured in compliance with all applicable laws, rules and regulations.

## 8. QUALITY OF THE PRODUCTS AND OF THE PRODUCTION – AUDITS – QUALITY ASSURANCE TESTS

- 8.1 The Companies shall have the right to inspect (directly or through appointed third parties) the exact due performance of the Agreements at the Supplier's facilities, at any time before the delivery of the Products and with reasonable previous notice. The Supplier undertakes to permit access to all

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of its sites, to extend the maximum collaboration to the personnel designated by the Companies and to answer all requests for information. The appointed auditors will draft an inspection report detailing all inconsistencies in respect to the Agreements.

- 8.2 In case any inconsistency in respect to the quality of the Products is revealed through the inspection of the auditors, the Supplier shall bear all of the auditing cost and shall also correct the inconsistencies within the delivery term provided in the relevant Orders at its own cost.
- 8.3 The Supplier shall continuously conduct (and shall give evidence to the Companies to have conducted) appropriate quality assurance mandatory tests programs and out-going inspection tests in accordance with advanced industrial practice prior to any delivery of Products to the Companies in order to ensure the safety and quality of the Products. However, such quality assurance tests and out-going inspection tests shall not relieve the Supplier from its obligation and responsibilities under these General Conditions of Supply.

## **9. NON CONFORMITY OF THE PRODUCTS**

### 9.A) Non-conformities detected at the Supplier's facilities

- 9.A.1 All Non-Conformities capable of being remedied shall be remedied by the Supplier, at its own costs, within the delivery term provided in the relevant Order.

Failing this, the Companies shall be entitled, at their own discretion, to:

9.A.1.A) terminate the concerned Agreements and/or cancel the relevant Orders with immediate effect; in such event, the Companies will be released from any payment obligations, will not have any other liability whatsoever and will be entitled to a penalty corresponding to the price of the concerned Products as provided in the relevant Order; or

9.A.1.B) purchase the Products with a 50% discount on their invoiced price.

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- 9.A.2 All Non-conformities incapable of being remedied that in the reasonable judgement of the Companies do not prevent the Products from being released on the market, will entitle the Companies to a 20% discount on the invoiced price of the concerned Products.
- 9.A.3 All Non-conformities that in the reasonable judgement of the Companies prevent the Products from being released on the market, will entitle the Companies, at their own discretion, to:
- 9.A.3.A) terminate in all or in part the relevant Agreements and/or cancel in all or in part the relevant Orders with immediate effect; in such event, the Companies will be released from any payment obligations and will not have any other liability whatsoever and will be entitled to a penalty corresponding to the price of the concerned Products as provided in the relevant Order; or
- 9.A.3.B) a 30% discount on the invoiced price of the concerned Products that the Companies may elect to purchase despite of their Non-conformity.

#### 9.B) Non-conformities detected at the Companies facilities

- 9.B.1 All Non-Conformities capable of being remedied shall be remedied by the Companies. The Suppliers shall bear the relevant costs and in addition undertake to pay a lump-sum indemnity equal to such costs. The Companies may alternatively, at their own discretion, have the Non-conformities remedied by the Suppliers, on terms and conditions as shall be agreed upon each time.
- 9.B.2 All Non-conformities incapable of being remedied in all or in part will entitle the Companies, at their own discretion, to:
- 9.B.2.A) immediately issue a debit note to the Supplier covering the invoiced price of the Products affected by the Non-conformity; in such event, the Companies will be released from any payment obligations and will not have any other liability whatsoever and the Supplier undertakes to pay a penalty equal to the invoiced price of the concerned Products; and

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9.B.2.B) in respect of those Products included in the same batch of Products affected by the Non-conformity as well as of those Products offered for sale in coordination with the Products affected by the Non-conformity, the Companies shall be entitled to:

9.B.2.B).1 immediately issue a debit note to the Supplier covering the relevant invoiced price of such Products; in such event, the Companies will be released from any payment obligations and will not have any other liability whatsoever and the Supplier undertakes to pay a penalty equal to the invoiced price of such Products; or

9.B.2.B).2 at the Companies' discretion in consideration of the detriment to the sales, a 20% or 30% discount on the invoiced price of such Products.

9.B.3 All Non-Conformities shall be notified in writing to the Suppliers by means of a non-conformity detailed report by the Quality Assurance. On request, the Supplier shall be provided with samples of the concerned Products and the Companies will make available to the Supplier all Products refused in accordance with this article 9.B at a warehouse indicated by the Supplier and at the latter's full costs and expenses (it being understood that this provision shall not apply in case a Non-Conformity consists in the incompliance of the Products with any applicable laws, rules or regulations, including those in force in the European Union and in Italy and the international conventions). Failing any request from the Supplier within a reasonable term, the Companies shall be entitled to dispose of the concerned Products as they deem fit.

## 10 HUMAN RIGHTS AND ENVIRONMENTAL DUE DILIGENCE

10.1 OVS and the Supplier agree to perform a human rights and environmental due diligence as part of the audit program aimed to verify the compliance with the contractual obligation of this agreement.

10.2 OVS and the Supplier agree to cooperate in any possible improvement needed to better satisfy the Human Rights and Environmental policies of OVS.

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## 11 PRICES AND PAYMENT TERMS

- 11.1 Prices of the Products are determined in the Orders.
- 11.2 Unless otherwise agreed upon in writing between the Parties, prices are inclusive of packaging and labelling costs, carriage, taxes and duties of any and all kind.
- 11.3 Without prejudice to the provisions under article 5, any increase in the prices determined by changes in the Products required by the Companies after confirmation of the relevant Orders will have to be agreed upon in writing between the Parties.

The Supplier ensure that any price negotiated with OVS is comprehensive of all the costs necessary to maintain a responsible business conduct. Otherwise, the Supplier must immediately inform and document in writing OVS about any possible discrepancies.

- 11.4 Unless otherwise agreed upon in writing between the Parties, all payments will be made in accordance with the Orders.

In any case all the payments will be made in compliance with the OVS' Purchasing Practice Policy.

- 11.5 All and any penalties applicable in accordance with these General Conditions of Supply are due irrespective of whether payment of the price of the Products have been made or not, and will be set off against any payments due to the Suppliers by the Companies (irrespective of whether such payments refer or not to the Agreements under which the penalties have become applicable). If no further payments are due to the Suppliers, then the penalties shall be paid to the Companies within 5 (five) days from the Companies' request for payment.

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## 12. DELIVERY, SHIPMENT AND TRANSPORT – IMPROPER USE OF CONTAINERS

- 12.1 The Products will be delivered in accordance with the Orders and in compliance with the Suppliers' Manual.
- 12.2 Unless otherwise agreed upon between the Parties in writing by means of the Orders, the Companies will not assume any risks for loss or damage to the Products before delivery completion.
- 12.3 The Suppliers shall substitute within 10 days all damaged Products (or damaged parts thereof) delivered inside undamaged packages. Failing this, the Companies shall be released from all payment obligations in respect of the concerned Products and the Companies shall be entitled to a lump-sum indemnity equal to the invoiced price of the concerned damaged Products.
- 12.4 The Supplier shall fill all containers in accordance with the Suppliers' Manual. The Supplier shall be charged with a penalty of USD 120 in respect of each empty cubic meter (or fraction thereof) in a container and with a penalty of USD 100 in respect of any box delivered empty.

## 13. DELIVERY TERMS – DELAYS – ANTICIPATED DELIVERY

- 13.1 In any case of a delay in the delivery of the Products between 7 and 15 days of the delivery dates set in the Orders, the Companies shall be entitled to a 20% discount on the invoiced price of the delayed Products.
- 13.2 In any case of a delay in the delivery of the Products in excess of 15 days of the delivery dates set in the Orders the Companies shall be entitled, at their own discretion:
- 13.2.a) to terminate in all or in part the relevant Agreements and/or to cancel in all or in part the relevant Orders without prejudice to damage compensation; in such event, the Companies will be released from any payment obligations, will not have any other liability whatsoever and will be entitled to a penalty corresponding to the price of the concerned Products as stated in the relevant Order; or
- 13.2.b) to require air shipment of the delayed Products at the Supplier's cost; or

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13.2.c) to a 30% discount on the invoiced price of the delayed Products.

13.3 In the event that the Suppliers do not fulfil an accepted Order, the Companies will be entitled to a penalty corresponding to double the relevant price of the concerned Products as stated in the relevant Order.

13.4 In the event that any Products are delivered in advance in respect of the delivery dates set in the Orders, the Companies will be entitled to have such Products stocked at warehouses of their own election, at the Suppliers' costs and expenses. For the avoidance of doubt, the payment dates will however be calculated on the basis of the delivery date stated in the Orders.

#### 14. DOCUMENTS

14.1 The Supplier will provide the Companies with all documents required by any laws and regulations applicable to the Products at the time of delivery (inclusive of any and all EU, national and international required documents), as well as any and all other documents required by the Companies inclusive of (*inter-alia*) any and all certificates, declarations and/or other documents to be issued by the Supplier or by any qualified third party or authority in accordance with the applicable laws.

14.2 Should any delay by the Suppliers in providing the mentioned documents result in a demurrage, stopover, seizure or any other restrictions, the Suppliers shall indemnify the Companies of any and all costs and expenses necessary to have the Products cleared and released, without prejudice to damage compensation.

14.3 Upon request of the Companies, the Suppliers will also provide copy of all documents necessary to identify the Products lots and components as well as any other information required to evidence their quality and safety specifications and/or their instructions and warnings for use.

14.4 In the event that the Supplier has its registered seat or any other office, branch or establishment in one of the Privileged Fiscal Countries, or manufactures or has the Products manufactured in

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the Privileged Fiscal Countries, the Supplier undertakes to promptly submit to OVS the documents listed in Annex to these General Conditions of Supply (the "Additional Documents"). OVS may at any time update such list it being understood that the list and any updating thereof shall be final and binding upon the Supplier. The Supplier acknowledges that until all Additional Documents are not provided to OVS to the satisfaction of the latter, no Agreements will be performed and the Supplier shall indemnify the Companies of any and all costs, expenses, damage and any further negative consequence arising therefrom or connected therewith.

14.5 If the Supplier is in breach of its obligations under this article 13, the Companies will be entitled to terminate the relevant Agreements with immediate effect without prejudice to damage compensation.

## **15. ACCEPTANCE OF THE PRODUCTS – AUDITS – QUANTITY COMPLIANCE**

15.1 The delivery of the Products or the payment of the relevant price can not be construed as confirmation by the Companies that the Products are free of Non-conformities. The Companies shall be entitled to perform all and any controls as they deem fit.

15.2 Without prejudice to all other warranties as per these General Conditions of Supply or per any applicable laws, the Suppliers warrant the quantity of the Products in accordance with the Orders. In the event of an excess or a shortage in the Products in respect of the relevant Orders, the Companies will be entitled to, at their own discretion:

15.2.a) to purchase the Products in excess paying the relevant price;

15.2.b) to invoice on a quarterly basis in respect of the shortaged Products (i) to EU Suppliers the invoiced price; and (ii) to the extra-EU Suppliers the customs cleared value. In addition to the amounts as per (i) and (ii) hereinbefore, the Companies will be entitled to invoice on a quarterly basis in respect of the shortaged Products a penalty corresponding to the invoiced price. It is understood that the Companies will be entitled to deduct all

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aforementioned invoiced amounts from any sum due or that will be due to the Suppliers including by means of a reduction of the amount of any letter of credit (or any other payment instrument or security) to be issued in favour of the Suppliers

15.3 The documents issued by the Companies will constitute full and final evidence of any excess or shortage in the Products.

## **16. TRADE MARKS - LABELLING**

16.1 Upon request of the Companies, the Suppliers will affix the Products with the Trademarks, in accordance with the Technical Specifications.

16.2 The Suppliers will affix to the Products all required labels in accordance with the Technical Specifications and with the Suppliers' Manual.

## **17. INCOMPLIANCE WITH THE SUPPLIERS' MANUAL**

In any event of non compliance with the Suppliers' Manual, the Suppliers will reimburse to the Companies all and any costs and expenses borne by the latter to remedy to the incompliance.

## **18. PROPERTY RIGHTS**

18.1 The Supplier warrants and represents that the Products do not infringe any industrial or intellectual property rights of any third parties. It is understood that such warranty and representation shall not apply to the Trademarks affixed upon indication of the Companies or to the Products or parts thereof manufactured in accordance with the Technical Specifications.

The Supplier shall indemnify and keep the Companies safe from any and all claims by any third parties related to the infringement of property rights.

18.2 The request by the Companies to the Supplier to affix the Products with the Trademarks does not grant the Supplier any license to use the Trademarks in any other manner whatsoever.

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- 18.3 The Supplier undertakes to not register or attempt to register the Trademarks, directly or indirectly, and to not use the Trademarks outside the scope of the Agreements.
- 18.4 Any breach of the foregoing by the Supplier will entitle the Companies to immediately terminate all Agreements and withdraw all Orders and terminate any relationships with the Suppliers without prejudice to damage compensation.
- 18.5 The Supplier warrants and represents that it is lawfully entitled to use its Trademarks when required to affix the same to the Products. Upon request by the Companies, the Supplier will register such Trademarks in the Countries where the Products will be released on the market.

## 19. TECHNICAL SPECIFICATIONS – PROPERTY RIGHTS – RETURN

The Supplier will not use the Technical Specification and the Suppliers' Manual outside the scope of the Agreements, will not disclose the contents thereof to any third party and will promptly return such documents to the Companies at their request or once all the relevant Orders have been fulfilled.

## 20. WARRANTIES

- 20.1 The Supplier warrants the Products and any parts thereof free from any fault, defect in manufacture, design, material and workmanship and/or Non-conformity for the whole duration of the statutory warranties to the consumers and in any case for at least two years from the resale of the Products to the consumers.
- 20.2 The Suppliers will devote to the performance of any Agreement the best efforts of suitably qualified and trained employees capable of carrying out all requirements at the highest professional standards and shall provide all necessary facilities therefore.
- 20.3 The Supplier therefore undertakes to indemnify and keep the Companies safe and released from any claim, liability, request, damage by any purchaser or consumer of the Products relevant to any faults, defects, Non-conformities or whatsoever the like of the Products.

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Faults, defects and Non-conformities discovered during the warranty period will entitle the Companies to the penalties under article 9.

20.4 Notification of any faults, defects and Non-conformities of the Products by the Companies is not however time-barred or subject to any statute of limitation. Any such provisions are hereby waived by the Supplier to the fullest extent.

20.5 All of the foregoing shall also apply to those Products substituted by the Supplier as a consequence of a recall campaign.

## 21. PRODUCT LIABILITY

The Suppliers shall promptly defend, indemnify and keep OVS and the Companies safe and harmless of whatever costs, expenses, disbursements, liability, penalty, fine, loss etc. (including attorneys fees) howsoever suffered by OVS and/or by the Companies or arising out of any claim asserted or made by any person, entity and/or Public Authority on grounds of alleged liability of OVS and/or of the Companies to any extent whatsoever deriving from or in connection with any damage caused by the Products.

## 22. RECALL OF THE PRODUCTS

22.1 The Supplier shall indemnify and keep the Companies safe and harmless of whatever costs, expenses, disbursements, fines, etc. deriving from any recall campaign of the Products from the market by order of any competent Authority or determined by the Companies in the light of the applicable laws, including industrial and intellectual property rights protection, provided that the grounds of the recall campaign are attributable to the Supplier.

22.2 The Supplier shall also reimburse the Companies of any cost and expense deriving from recall campaigns agreed upon between the Parties and shall pay the Companies a penalty equal to 150% (onehundredfiftypercent) of the Price of the concerned Products, without prejudice to further damage.

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22.3 The Supplier shall in any event extend to the Companies its cooperation to the fullest extent in order to best and efficiently conduct the recall campaigns.

22.4 The concerned Products shall not be shipped back to the Supplier and shall be disposed of by the Companies as they deem fit in their own discretion.

### **23. ACCESSORIES OF THE PRODUCTS**

The Supplier shall purchase the accessories of the products (e.g. hangers, hooks, labels, packaging, etc.) from such suppliers as may be determined by the Companies and selected on the basis of quality and price standards.

### **24. TERMINATION**

The Companies shall be entitled to terminate any Agreement and/or to cancel any Order with immediate effect by means of a written communication addressed to the Supplier by registered mail to such effect, in the event that the Supplier is in breach (in all or in part) of its obligations under articles 4 (exclusivity rights), 5.1 (failure to abide by the Technical Specifications and any amendment thereof), 7 (conformity of the Products and applicable laws), 8 (quality of the Products and audit), 12 (delays in deliveries), 13 (Products documentation), 15 (Trademarks to be affixed on the Products), 17 (intellectual and industrial property rights), 18 (Technical Specifications use and return).

In any case, the termination will be conducted in compliance with the OVS Human Rights Policy

### **25. WITHDRAWAL**

Without prejudice to article 23, the Companies shall be entitled to withdraw from any Agreement and to withdraw any Order with immediate effect upon occurrence of any of the following:

25.a) a third party acquires the control of the Supplier, it being understood that the Supplier will inform the Companies of the acquisition within 30 days;

#### **OVS SpA**

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- 25.b) a third party acquires the control of OVS or of the Companies parties to the Agreements or submitting the Orders, it being understood that OVS and the Companies will inform the Suppliers of the acquisition within 30 days;
- 25.c) the Supplier is affected by a bankruptcy or insolvency procedure or arrangement of whatever nature.

## **26. ASSIGNMENT – SUB-CONTRACTORS**

- 26.1 None of the Parties will be entitled to assign to any third party, in all or in part, the rights and obligations under any Agreement without the advanced written consent of the Companies. Irrespective of the foregoing, the Companies will be entitled to assign the Agreements to any other Company.
- 26.2 The Supplier may avail itself of sub-contractors, provided that the Supplier will be and remain the sole responsible towards the Companies for the performance of the Agreements and always on condition that the Supplier communicates and updates in advance to the Companies a complete detailed list of its sub-contractors. The Supplier undertakes to abide by all reasonable sub-contracting conditions required by the Companies.

## **27. LAW AND VENUE**

- 27.1 These General Conditions of Supply as well as all and any Agreements shall be governed by the laws of Italy.
- 27.2 All and any disputes arising from or referred to these General Conditions of Supply, to any Order and to any Agreement shall be referred to the exclusive jurisdiction of the Courts of Venice, Italy. Insofar as required, the Supplier hereby expressly waves any jurisdiction other than that mentioned herein. All the foregoing, however, without prejudice to the Companies' right to bring action against the Supplier in the jurisdiction in which the Suppliers or the Companies have their

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registered or principal office or in which the Products are received by the Companies or on their behalf or in any such jurisdiction that may have competence in the subject matters.

For acceptance

date.....

The Supplier .....

The Supplier hereby declares to expressly and specifically approve and accept the following articles: 3.2 (modification of the General Conditions of Supply by means of communication by OVS); 3.5 (warranty and representation that the sub-contractors will abide by the Code of Conduct); 4 (exclusivity rights); 5.1 (modifications to the Technical Specifications by means of a communication by the Companies); 6.2 (acceptance of Orders and withdrawal right); 14.3 (evidence of Non-conformity); 18 (prohibition to use and disclose the Technical Specifications) 20 (indemnification obligation in case of product liability); 22 (obligation to purchase from suppliers of accessories to the Products indicated by the Companies); 24 (withdrawal by the Companies); 25 (restrictions on assignment of the Agreements and sub-contracting); 26.2 (exclusive competence of Venice Courts and right of the Companies to bring action in other jurisdictions).

For acceptance

date.....

The Supplier .....

CODE:

Date:

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ANNEX TO THE GENERAL CONDITIONS OF SUPPLY

*ADDITIONAL DOCUMENTS required for suppliers based in Tax Haven countries*

1. Balance Sheet of the Supplier
2. Auditor's report of the Supplier
3. Detailed descriptive report of the activity carried out
4. Tenancy contract of the buildings that are the headquarters (registered office)
5. Copy of invoices of the utilities bills relating to Offices and other buildings used
6. Employee employment contracts showing the working address and the job description
7. Bank accounts opened in local banks
8. Bank Statements of accounts that prove the financial movements relative to the activities performed
9. Copy of insurance contracts regarding employees and offices
10. Health office and administrative authorisations relative to the activity and the use of the premises

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