



**GENERAL PURCHASE CONDITIONS**

# General Purchase Conditions

## 1. General provisions

**1.1 Applicability of these general conditions.** These general purchase conditions (the "General Conditions") govern every request for quotation, every purchase order and every contract concerning the purchase of products (the "Products") whose manufacture, processing and/or supply is in any case commissioned by Meapforni S.r.l. (the "Purchaser") to each of its suppliers (the "Supplier"; Purchaser and Supplier jointly, hereinafter the "Parties"). With the acceptance of the Purchaser's purchase orders, pursuant to the following article 2.1, these General Conditions are also understood as being fully accepted by the Supplier.

**1.2 Amendments to the General Conditions and the contract.** Any additions, amendments and/or exceptions to these General Conditions, and/or to the contract concluded on the basis of the same General Conditions, are valid only if provided in writing by the Purchaser or by the latter expressly accepted in writing. The Purchaser reserves the right to modify these General Conditions with a notice of 30 (thirty) days, without prejudice to the Supplier's right to notify the Purchaser in writing, within the same period of 30 (thirty) days from receipt of the new general conditions of purchase, of its unwillingness to accept said general conditions. In the absence of written dispute from the Supplier to the Purchaser, within the aforementioned term, the new general purchase conditions are considered tacitly accepted by the Supplier.

Any general conditions of sale of the Supplier, wherever reported, do not find any application, even partial, unless they have been previously approved in writing by the Purchaser.

**1.3 Language and authentic text.** These General Conditions are written in Italian.

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**GENERAL PURCHASE CONDITIONS****2. Purchase orders - Conclusion of the contract**

**2.1 Acceptance of purchase orders; completion of purchase contracts.** The Supplier produces and/or supplies the Purchaser with the Products in accordance with the purchase orders (the "Order/s"), from time to time transmitted in writing by the Purchaser and accepted by the Supplier, as well as in accordance with the technical specifications, drawings and any other document forming part of the Order itself and/or consequent thereto, or in any case delivered by the Purchaser or expressly approved by the latter, pursuant to these General Conditions.

The Supplier undertakes to communicate its acceptance of each Order by sending the Purchaser a duly stamped and signed copy for acceptance or, alternatively, by sending the Purchaser an order confirmation. Any different communication from the Supplier, which does not comply with the Order, will be valid as a counter-proposal, the acceptance of which is left to the full discretion of the Purchaser. The Purchaser's Order is in any case understood to be accepted by the Supplier, and the related contract completed, if the Supplier does not express in writing to the Purchaser its rejection of the Order (also expressed by means of a counter-proposal), no later than the term of 2 (two) working days from receipt of the Order itself.

**2.2 Purchaser's right to revoke Orders.** The Purchaser shall have the right, without any charge or expense, or without this entailing any obligation of compensation or indemnity on the part of the Purchaser, to revoke the Orders or to withdraw from the contracts perfected on the basis of the Orders themselves, in whole or in part, by written communication sent to the Supplier before the acceptance (in any case occurred) of the Order by the latter or, at the latest, within 10 (ten) working days following the aforementioned acceptance of the Order.

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**2.3 Manufacture of Products on the instructions of the Purchaser; Exclusivity.** When the Order refers to Products to be manufactured specifically for the Purchaser, according to instructions, more or less detailed, of the Purchaser itself and that differ, even for one or more details, from the products usually manufactured and/or marketed by the Supplier (the "Special Design Products"), it is understood that, unless otherwise agreed in writing between the Parties, the Supplier must manufacture such Products exclusively in the interest and on behalf of the Purchaser and supply them exclusively to the latter.

**2.4 Purchaser's right of withdrawal.** If the Order refers to standard Products of the Supplier (i.e. Products not included in the scope of Special Design Products), the Purchaser will have the right to withdraw, in whole or in part, from the contract entered into on the basis of said Order, giving written notice to the Supplier within 10 (ten) working days following the delivery of the Products by the Supplier. In this case, the Purchaser will retransmit the relative Products no later than 10 (ten) working days following the notice of withdrawal of the Purchaser, it being understood that, in this case, unless otherwise agreed, the Purchaser must return the relative Products to the Supplier with charges and transport costs at its expense at the warehouses of the Supplier, it being expressly excluded from the Purchaser any obligation of compensation or indemnity to the Supplier by the Purchaser.

**3. Delivery of Products - Liability for early or late delivery - Packaging - Documents**

**3.1 Delivery methods.** All Products will be delivered to the Purchaser in accordance with the methods, dates and quantities specified in the relevant Order, regardless of whether this Order has been accepted. In the absence of express written indication, the delivery must take place "DAP" (establishment of the Purchaser), if the Supplier has its headquarters within the European Union or DDP if it is located outside, it being understood that, to these terms of return and to any different term of return agreed between the Parties, substantially coinciding with the terms of return Incoterms® CCI, the meaning attributed to it respectively by the last current edition of the Incoterms® CCI published by the International Chamber of Commerce must be attributed.



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**3.2 Delays or advances in deliveries.** The delivery terms indicated by the Purchaser in the Order are to be considered as mandatory and binding terms for the Supplier. Partial or divided deliveries are only allowed with prior written authorisation from the Purchaser. Unless expressly requested to do so by the Purchaser, deliveries may only be advanced on condition that the delivery of the Products takes place in the same calendar month as the agreed delivery date. The Purchaser therefore reserves the right to retransmit to the Supplier, at the expense of the latter, the Products delivered on a date prior to the beginning of the calendar month of the agreed delivery date (e.g. before 1 September, if the agreed delivery date is in the month of September), such Products being considered as not delivered.

In any case, the advance delivery of the Products shall in no way entitle the Supplier to the corresponding advance of the agreed payment terms which, therefore, shall in any case start from the date of delivery originally agreed. If the Purchaser decides, at its discretion, to accept an early delivery prior to the first day of the calendar month of the agreed delivery date, the latter may charge the Supplier for the storage costs originated from said early delivery, offsetting these expenses with any sums due from the Purchaser, in the amount and/or at the rates that will be previously communicated in writing by the Purchaser.

**3.3 Liability for delivery delay; penalties; compensation.** The Supplier is obliged to inform the Purchaser as soon as it becomes aware of a possible delay in the delivery of the Products, with respect to the agreed delivery terms.

Without prejudice to the right of the Purchaser to compensation for greater damages suffered and to any other remedy, in the event that the Supplier delays the delivery of the Products, with respect to the delivery terms provided for in the Order, the Supplier will pay the Purchaser a sum corresponding to 1% (one percent) of the consideration provided for the supply of the Products not delivered promptly, for each week of delay in the delivery of the Products, up to a maximum of 5% (five percent). The Purchaser shall have the right to offset the sums due from the Supplier to the above title with any payment due from the Purchaser to the Supplier, regardless of whether or not it is a certain, liquid and receivable.

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The acceptance of a late delivery of the Products may not in any way be understood as a waiver by the Purchaser, even partial, of the rights referred to in this article 3.3, with the understanding, also, that the delay in delivery of more than 5 (five) working days, with respect to the agreed delivery terms, gives the Purchaser the right to revoke the relative Order in whole or in part and/or to terminate the relative contract for non-compliance pursuant to article 1456 of the Civil Code, giving written notice to the Supplier.

**3.4 Marking; packaging.** Marking, packaging, labelling and identification of the Products shall be carried out by the Supplier according to the instructions provided by the Purchaser in writing, in the Order or otherwise. In the absence of instructions from the Purchaser, the Products will be packaged according to the best market practice, and in any case in such a way as to ensure their easy controllability and separability during unloading, the protection of the Products, in addition to the safety and security of the personnel in charge; the Products will also be marked with a tag, adequately fixed to the loading unit, containing at least the following information: (i) identification of the Product, (ii) quantity of the Product contained in the loading and/or packaging unit, (iii) traceability references (as a rule: batch number and production date), and (iv) in the case of Special Design Products, the Purchaser's product code.

Unless otherwise agreed, the Products must be placed on pallets according to the instructions provided by the Purchaser in writing in the Order or otherwise, so as to allow lifting and unloading in safe conditions.

In the event of non-compliance with these instructions by the Supplier, the Purchaser will have the right to return the Products in question to the Supplier, at the expense of the latter or to charge the Supplier the costs incurred by the Purchaser to unload said Products, offsetting these costs with any sums due to the Supplier from the Purchaser.

**3.5 Delivery documents; origin of the Products.** Together with the Products, the Supplier shall deliver to the Purchaser: (i) the relevant manuals, instructions for use and maintenance, where applicable (See also "**3.5.1 - Documentation supply specifications**" below, (ii) the delivery documents in accordance with the applicable regulations (such as, but not limited to,

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transport, delivery or shipping documents, customs documents, quality or conformity certifications) as well as (iii) the additional documents previously requested by the Purchaser. In addition, before delivery of the Products, the relevant transport document (DDT), completed in its entirety, must be sent in electronic format to the address: [magazzino@meapforni.com](mailto:magazzino@meapforni.com).

Unless otherwise agreed in writing, the Suppliers who produce and supply the Purchaser with the Products, within the framework of a supply relationship with continuous or periodic execution, undertake to provide the Purchaser, no later than 30 November of the year prior to delivery, with a long-term declaration, on letterhead, signed by the legal representative of the Supplier, certifying the non-preferential and/or preferential origin of the Products and the relative place/s of production, or other documentation for this purpose deemed adequate by the Purchaser on the basis of industry practices.

Suppliers acting as resellers towards the Purchaser must declare in the relative transport document (DDT) the non-preferential and/or preferential origin of the Products and the relative place/s of production.

If the documentation provided to the Purchaser is incomplete, delayed or does not comply with these General Conditions and/or the instructions of the Purchaser, the payment terms of the corresponding invoices will start from the receipt by the Purchaser of the complete and compliant documentation.

**3.5.1 Specifications for the provision of the Documentation.**

When specified in the Order, or when mandatory according to the current Legal Regulations, the goods must be accompanied by an EC Declaration of Conformity/EU Declaration of Conformity, Instruction Manual, safety information sheet (MSDS) and test certificate with which the Supplier certifies that the material has been adequately tested and that following such testing it has been found suitable.



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The Instruction Manual for products covered by the application field of the Machinery Directive (2006/42/CE) must comply with the technical standard ISO 20607:2019. The partly completed machines must be accompanied by the Declaration of Incorporation and the Assembly Instructions.

The language of supply of the documentation must comply with as specified in the Order.

Equipment NOT subject to EU product Directives must in any case be accompanied by an Instruction Manual, as required by the following articles of Legislative Decree no. 81/2008, which must be considered "in combination" and read together:

Article 70, paragraph 2, and article 71, paragraph 2, letter c), article 71, paragraphs 3 and 4, and Annex V of Legislative Decree no. 81/2008.

Documentation in electronic format will be accepted only if transmitted by e-mail, by computer support (CD, DVD, USB Flash Drive) or by **direct link to the specific page of the download area** available on the manufacturer/supplier's website. **Links to generic search/download pages will not be accepted**. The Supplier has the right to insert the direct download link within its order confirmation or send it by e-mail to MEAPFORNI S.r.l.

If the documentation delivered by the supplier to MEAPFORNI S.r.l. does not comply with as specified in the Order, in these General Supply Conditions, or with the provisions of the current Legal Regulations, even limited to the type of support (paper and/or electronic), number of copies and/or language of supply, the documentation will not be considered complete.

If the documentation is not delivered, it is delivered in a manner different from that specified in the Order or in these General Supply Conditions, or in a manner different from the provisions of the current Legal Regulations, MEAPFORNI S.r.l. will suspend payments; in this case, no default interest will be recognised on the payments in question even if paid after the contractual terms.

#### 4. Prices and payment methods

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**4.1 Prices.** The prices indicated, from time to time, by the Purchaser in each Order, however this Order has been accepted, must be understood as fixed and invariable. Unless otherwise agreed, the prices must be understood to include all charges and expenses borne by the Supplier until delivery of the Products to the Purchaser at the place indicated from time to time according to the agreed Incoterms® CCI delivery term, with the packaging costs also being borne by the Supplier.

**4.2 Invoicing; Payment methods; suspension of payments.** Invoices relating to the Products will be issued by the Supplier in accordance with the specific operating instructions communicated by the Purchaser to the Supplier in writing. The Purchaser shall pay the Supplier the price of the Products according to the terms and conditions of payment set forth in the relevant Order, however such Order has been accepted. It is understood that the Purchaser will have the right to suspend payments at any time, in the event of default by the Supplier or in the event that circumstances arise from which it is reasonably likely that the Supplier will not regularly comply with its obligations, with the understanding, however, that said suspension of payments does not legitimise the Supplier to suspend the fulfillment of its contractual obligations towards the Purchaser.

**5. Contractual guarantee - Complaint - Remedies - Supplier's liability**

**5.1 Supplier's Warranty.** The Supplier guarantees to the Purchaser that the Products are (i) in accordance with the purchase contract entered into on the basis of these General Conditions (and in particular the drawings and technical specifications agreed), (ii) in accordance with the technical standards applicable to the Products, Regulation (EC) 1907/2006 so-called Reach, Directive 2011/65/EC so-called RoHS2 and Regulation (EU) 2017/821 (so-called conflict minerals) of the European Union and subsequent amendments, as well as all environmental and health regulations and other regulations in force in Italy and in the place of destination of the Products, provided that this place has been made known to the Supplier before delivery, and (iii) free from any defect, including manufacturing, design and material defects. Where the Products are capable of functioning, the Supplier also guarantees the proper functioning of the Products.

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**5.2 Duration of the warranty; complaint of any non-conformity or defects of the Products supplied.** The warranty period shall be 24 (twenty-four) months from the date of delivery of the Product to the Purchaser. The Supplier acknowledges that the Products are purchased by the Purchaser to be resold to third-party customers of the Purchaser. The Supplier's warranty will also operate in relation to Products already sold and delivered by the Purchaser to its customers and the Purchaser may assert any non-conformity or defect of the Products supplied, reporting such non-conformities and defects in writing to the Supplier, no later than the term of 60 (sixty) days from the date on which the Purchaser will receive notice from its customer of the existence of the relevant non-conformity or defect. In case of replacement of the Product, the warranty term for the new Product will start again from the date of delivery to the Purchaser of the Product provided in replacement of the defective Product.

**5.3 Remedies; Supplier's liability.** In the event that the Products do not comply with the agreement or suffer from defects, the Purchaser has the right, at its sole discretion, to (i) reject the delivery, request the collection, repair or, where not possible, replacement of the Products, at the expense and charge of the Supplier, within 5 (five) working days from the relative request of the Purchaser or (ii) provide directly or through third parties for the repair of the Products themselves, at the expense of the Supplier and after having given notice to the latter. If the repair or replacement of the non-conforming or defective Products is not possible or does not take place within the aforementioned 5 (five) working days, the Supplier will be required to reimburse the Purchaser, no later than 30 (thirty) days from the complaint, the price paid by the Purchaser for the non-conforming or defective Products, plus the charges and expenses that have been borne by the Purchaser, as indicated in a specific debit note to be issued by the Purchaser itself. In any case, the Supplier must identify the cause/s of the defect and provide for the related corrective actions in order to eliminate said cause/s no later than 5 (five) working days following the date on which the Purchaser has notified the Supplier of the existence of the non-conformities and defects reported.

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**5.4 Acceptance with reservation.** If the Purchaser notifies the Supplier in writing of a non-conformity or defect of the Products with the words "acceptance with reservation" or other similar wording, without simultaneously requesting the Supplier to experiment with the remedies referred to in article 5.3 above, such notification shall be understood as a reservation by the Purchaser to subsequently assert, also following the complaint of non-conformity or defects by its customer, all its rights under these General Conditions and applicable law. Therefore, "acceptance with reservation" by the Purchaser of non-conforming or defective Products will not imply any forfeiture by the Purchaser, nor any waiver by the Purchaser itself of the contractual warranty of the Supplier nor will it have any liberating effect for the Supplier.

**5.5 Other rights of the Purchaser.** The Purchaser has the right to offset the sums owed by the Supplier pursuant to article 5.3 above with any credit claimed by the Supplier against the Purchaser, even if not certainly, liquid and payable. In the event of non-compliance or defects of the Products arising before the payment of the price, the Purchaser may refuse or suspend the payment of the price of such Products until the non-conformities and defects have been eliminated, where this is possible in good time. In any case, the Purchaser's right to compensation for damages suffered as well as to the termination of the contract and any other right due to it under the law is reserved.

**5.6 Liability of the Supplier vis-à-vis third parties.** If the Purchaser is liable to third parties for any damage arising from the Products (including any damage to persons or property), due to violation by the Supplier of the guarantees referred to in this article 5, and also in the case of civil liability for defective products, the Purchaser shall promptly inform the Supplier, who hereby undertakes to indemnify and hold the Purchaser harmless for any and all losses, damages, charges, costs or expenses, including legal fees, arising from any claim or legal action by third parties. It is understood that, in the event of a dispute, the Purchaser will in any case have the right to sue the Supplier, who also undertakes, as of now, to take all the necessary initiatives to protect the Purchaser in relation to the foregoing and to take out appropriate insurance against these risks.



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**5.7 Supplier's liability for personnel.** The Supplier shall also be liable for any and all losses, damages, charges or expenses, including legal fees, that may arise to the Purchaser from any violation of the obligations provided for in these General Conditions and the obligations imposed by current legislation, by its employees, its auxiliaries, collaborators and/or sub-contractors or sub-suppliers.

**5.8 Recall campaigns, withdrawal from the market, refurbishment.** The Supplier remains responsible, even after the expiry of the warranty period, for any charge relating to any recall campaigns, withdrawal from the market, refurbishment (repair or replacement) of the Products, following (i) both the order of the authority (ii) and the finding of discrepancies or defects (even after being placed on the market), and intended to verify the extent of the defective batches and remedy the inconvenience, or for any other similar reasonable reason. Before any recall campaign, withdrawal from the market or refurbishment of the Products, the Purchaser will notify the Supplier, offering the latter the opportunity to collaborate on said campaign, and will discuss with the Supplier the most efficient management methods, unless the occurrence of particular urgencies does not allow any communication or collaboration. The Supplier shall indemnify and hold harmless the Purchaser for any loss, damage, charge, cost or expense, including legal fees, arising to the Purchaser from the recall campaign.

**6. Withdrawal and termination**

**6.1 Termination.** In the event of Orders placed as part of a supply relationship with continuous or periodic execution, the Purchaser may withdraw from the contractual relationship at any time, also in relation to supplies in progress, giving notice to the Supplier by certified e-mail with at least 90 (ninety) days' notice, a term that the Supplier declares to consider appropriate in relation to the nature of its activity.

**6.2 Termination for non-fulfillment.** Without prejudice to any further right of termination by the Purchaser, provided for in these General Conditions, each contract governed by these General Conditions, may be terminated, in whole or in part, by the Purchaser with immediate effect by means of a written communication to the Supplier, by certified e-mail, if the Supplier has not

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fulfilled its contractual or legal obligation, unless the Supplier remedies such non-fulfillment no later than 15 (fifteen) days from the written dispute sent by the Purchaser for said purpose, provided that the non-fulfillment is susceptible to full remedy in the same term, without prejudice to compensation for damage.

**7. Industrial Property Protection - Confidential Information - Ownership of Rights - Supplier's Responsibility**

**7.1 Industrial Property Protection.** The Supplier warrants to the Purchaser that the Products and their documentation, insofar as they do not derive directly from drawings and/or technical specifications provided to the Supplier by the Purchaser, do not violate any copyright, patent or other industrial or intellectual property right of third parties and that no action for infringement of industrial or intellectual property rights by, or in relation to, said Products and/or their documentation is pending before any court. Without prejudice to the provisions of article 7.4 below, in the event of violation of said warranty and, in particular, if the production and/or supply of the Products and/or their documentation is prohibited, the Supplier, at its own expense, will undertake to obtain the right to continue to produce and supply the Purchaser with such Products and such documentation or to replace them with equivalent Products and/or documentation that do not give rise to violations, where this is possible in good time.

**7.2 Confidential information.** Any document, drawing, model, project, data, technical or industrial information (both on paper and computer) transmitted, delivered and/or communicated, even verbally, by the Purchaser to the Supplier or of which the Supplier has become aware in any way, before or in execution of the contract (the "Confidential Information"), will remain the exclusive property of the Purchaser. The Supplier therefore undertakes to use said Confidential Information only to the extent necessary for the correct execution of the contract, not to reproduce or disclose it to third parties without the prior written consent of the Purchaser and to take the appropriate precautions towards its personnel to ensure its protection. The Supplier therefore undertakes, for the entire duration of the obligation of confidentiality, not to use the Confidential Information within the scope of its business activity, to manufacture and/or sell, directly or indirectly,

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products or provide services containing Confidential Information, outside the correct execution of the contract with the Purchaser; it also undertakes, for a period of 5 (five) years from the date of disclosure of the related Confidential Information, not to solicit or in any case accept, assignments from customers of the Purchaser of which it has become aware during the execution of the contract and/or not to operate, directly or indirectly, in favour of said customers using the Confidential Information. The Confidential Information, in any case transmitted to the Supplier, must be returned to the Purchaser as soon as no longer necessary for the execution of the contract, together with any document and any material, provided by the Purchaser for the execution of the contract or in any case owned by the latter. The Supplier shall also comply with these provisions when the Purchaser transmits or communicates to the Supplier Confidential Information owned by third parties. The obligation of confidentiality and privacy remains in force even after the execution and termination, for any reason, of the contract, as long as and to the extent that (i) the Confidential Information does not become public knowledge for reasons not attributable to the Supplier, or (ii) the Purchaser does not express a written waiver of the confidentiality thereof. The Purchaser will have no responsibility arising from or relating to the Confidential Information disclosed by it.

**7.3 Ownership of industrial property rights.** The Supplier acknowledges that: (i) when, pursuant to the contract, the Supplier elaborates, exclusively for the Purchaser, the project, design or characteristics of the Product, on the basis of more or less detailed instructions provided by the Purchaser, all industrial and intellectual property rights relating to the Product itself and its designs and projects are the exclusive property of the Purchaser and (ii) the consideration for such exclusive rights has been taken into account in determining the price of the supply. It is understood that the Supplier may not in any way use the designs, models or other industrial and intellectual property rights of the Purchaser outside of the activities necessary for the execution of the contract governed by these General Conditions, it being understood that such activities may not in any way be interpreted as constituting title of ownership or license to the Supplier.



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**7.4 Liability of the Supplier.** The Supplier shall hold harmless and indemnify the Purchaser and its customers for any liability, loss, damage, burden, cost or expense of any nature, including legal fees, incurred by the Purchaser and arising from any claim or legal action by third parties, in relation to the Products purchased by the Supplier and based, without limitation, on the violation of industrial and intellectual property rights of third parties as well as on the violation by the Supplier of the obligations referred to in these General Conditions.

**8. Assets owned by the Purchaser**

All equipment, prints, technical drawings and other materials supplied by the Purchaser to the Supplier or made by the Supplier in execution of the Order or which in any case have been paid for by the Purchaser, are and shall remain the property of the Purchaser. Each asset owned by the Purchaser will be marked and properly identified by the Supplier as the property of the Purchaser, and will be stored, at the expense of the Supplier, in a secure manner (if possible separately from the assets owned by the Supplier) and will be kept free from any type of constraint and/or claim of third parties. The Supplier shall not use, deliver or make available to third parties any assets owned by the Purchaser or goods produced or manufactured using, even partially, goods owned by the Purchaser, except for needs related to the execution of the Order. While in the custody or control of the Supplier, the goods owned by the Purchaser will be kept at the risk of the Supplier and insured by the latter, at its own expense, for an amount equivalent to their value. At the request of the Purchaser, or in any case once the service covered by the Order has been exactly fulfilled, the Supplier undertakes to return the goods owned by the Purchaser, in the same condition in which they were originally received, without prejudice to reasonable deterioration and wear.

**9. Contract and related receivables transfer prohibition; sub-contract conditions**

**9.1 Transfer prohibition.** Each Order of the Purchaser and each contract concluded on the basis of these General Conditions may not be transferred by the Supplier to third parties, even partially, without the prior written authorisation of the Purchaser. In addition, the transfer of the Supplier's

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receivables from the Purchaser, specific collection orders and other payment delegation systems are not permitted without the Purchaser's prior written authorisation.

**9.2 Sub-contracting and sub-supply conditions.** In the event of sub-contracting or sub-supply by the Supplier of the contractual services or of individual phases of the agreed contractual services, the Supplier will remain jointly and severally liable with the subcontractor towards the Purchaser for the fulfillment of the obligations deriving from the contract by the Supplier and will have to include in the contract with the subcontractor all the obligations of the Supplier itself referred to in these General Conditions.

**10. Applicable Law – Jurisdiction**

**10.1 Applicable Law.** Contracts concluded on the basis of these General Conditions will be subject to Italian law. In the case of international sales, the United Nations Convention on the International Sale of Goods signed in Vienna on 11 April 1980 shall apply.

**10.2 Jurisdiction** Any disputes arising out of or in connection with these General Conditions shall be settled exclusively by the judge of the Court of Pordenone. As a partial exception to the foregoing, the Purchaser will have the right, at its own discretion, to act before the competent court for the place where the registered office, warehouses or other offices of the Supplier are located.