

GENERAL CONDITIONS OF PURCHASE

The conditions indicated here below are understood to apply to each Order, unless derogation is expressly made in the Condition Section of the present Order form.

- 1. PREMISE:** The acceptance of the Order implies acceptance and compliance with all general and specific conditions reported in the Order, as well as the cancellation of all of Suppliers conditions of sale which, even if reported on the sale confirmation, are understood not to be applicable.
- 2. DELIVERY TERMS:** The terms agreed upon for delivery indicated on the order are essential and compulsory. Therefore, both delays and advance deliveries are to be excluded.
- 3. DELAYS IN DELIVERIES AND RELATIVE PENALTIES:** Upon the occurrence of reasons that might cause a delay, Supplier shall give prompt notice thereof in writing to the Buyer of the commencement and termination of such reasons in detail. Delays in deliveries, even partial deliveries, for which the Supplier is responsible, give the Buyer at this discretion the following remedies (without prejudice to the Buyer right for compensation for higher damages) to: a) demand fulfillment of the obligations undertaken by Supplier; b) apply the penalties agreed upon, except for documentable events of force majeure, pursuant to that contemplated by provisions of law in effect; c) consider the agreement terminated, refusing the supply, in which case it is sufficient that Buyer give notice thereof to Supplier, and this also in the case under a) above, in the event of continued breach of Supplier; d) purchase supplies of Suppliers goods elsewhere and at any time (even in cases other than those contemplated in Section 1516 of the Italian Civil Code) at Suppliers expense. In such event, Buyer shall be entitled to the difference between the amount of all costs and fees incurred for the purchase, none excluded or excepted, and the price agreed upon, as well as compensation for higher damages, if any.
- 4. TRANSFER OF RISK:** Materials are always understood to be delivered to the Buyers warehouse, even if transportation costs are to be borne by Buyer. The transfer of risk from Supplier to Buyer shall be made only upon delivery of the goods into the plant or the place of delivery indicated by Buyer. At his discretion, Buyer can exonerate itself from the burden of acting against carrier, even if losses or flaws are imputable to the latter. In this event, Supplier shall be the transferee of the relative rights and actions.
- 5. NON COMPLIANCE OF GOODS WITH THAT AGREED UPON:** In connection with that contemplated in Section 1495 of the Italian Civil Code, notification of flaws or defects can be made at any time after receipt of the goods, provided it is within 12 months from the date of delivery, even if said goods were already put into processing and the relative invoices for the goods have been paid. The consequential direct damages incurred and/or provoked by flaws or defects in the goods supplied shall be debited to Supplier. Goods that do not comply with the orders shall remain at Suppliers disposal, which, at his expense, shall withdraw them within 30 days from the date or written request made by Buyer. Failing this, the goods can be resold at best, or destroyed at Buyers discretion.
- 6. QUANTITY TOLERANCES:** Buyer is obliged to accept only those quantities of products that were ordered. Receipt of the goods shall be acknowledged by Buyers personnel or by others expressly

indicated by Buyer. The quantities, quality and/or weights acknowledged upon shall be valid. Any excesses or discrepancies if not expressly agreed upon, shall be rejected and transportation costs shall be paid by Supplier.

7. PACKAGING: The supplier shall be responsible for Due care and attention when packing on the basis of the requirements of the type of transportation utilized and those of handling in Buyers plants.

8. DELIVERY NOTES, INVOICES: The goods shall be accompanied by Delivery Notes indicating: the number and date of the Order, quantity, weight and description of the goods delivered means utilized for shipping. The signature of receipt on the Delivery Note by Buyers personnel, shall confirm only the receipt of the goods, acceptance of which shall be conditioned upon subsequent quantity and quality controls. Supplier undertakes to issue invoices within the terms and pursuant to provisions on the law. The invoices shall indicate:

- the number and date of the Order;
- the number and date of the Delivery Note;
- a list of the goods on the Delivery Note;
- destination of the goods;
- quantity and description of the goods or services;
- unit price and total;
- whether it is an invoice on account, or for a complete order

9. Payment Terms: Net sixty (60) days, unless otherwise provided in this Order. Terms of payment and terms during which discounts are offered shall be counted starting on the date a correct invoice with all required supporting documents is received by Buyer's Accounts Payable Department. With respect to the foregoing, such correct invoice and supporting documents must not be issued to Buyer until title transfers to Buyer and must be sent electronically to AccountsPayable.GOC@grace.com. If required by applicable law, Seller shall also send a paper copy of the invoice to Buyer's designated address. All invoices shall conform to the instructions stated in the Order.

10. INFORMATION FOR SUPPLIERS AND CUSTOMERS: With the only aim to manage the business relationship between you and Grace Italy Srl, we are using data relevant to your company, solely for purposes needed to pursue the above scope. The knowledge of such information, even if not mandatory, it's needed to carry out our relationship. Therefore: your data will be treated by operators in charge for the involved Functions, named as Persons entrusted with the processing operations; your data will be communicated to third parties that, as Responsible Persons or Owner of the data processing, are involved in our company processes solely to accomplish to specific law duties or for contractual and accounting purposes. To obtain further information regarding the said processing operations, and in particular, to request the access or the correction to the date or to oppose the use of the information as pursuant by the law, you may address all such requests by contacting the Responsible Persons.