



## GENERAL CONDITIONS OF PURCHASE

### 1. DEFINITIONS

1.1 In these General Conditions of Purchase, the following definitions shall apply:

- (a) **"Purchaser"** means the company Bracco Imaging Italia s.r.l., a sole shareholder company that is subject to direction and coordination by Bracco Imaging S.p.A. and has its registered office in Milan, at Via E. Folli 50; tax reference, VAT No. and Company Registration No. 05501420961, on the Register of Companies of Milan; Milan REA No. 1826510; and fully-paid share capital of Euro 10.000.000;
- (b) **"General Conditions of Purchase"** means these general conditions of purchase;
- (c) **"Goods"** means any goods or services that are the subject of a Purchase Order;
- (d) **"Purchase Order"** means the Purchaser's proposal regarding the purchase or supply of Goods, in accordance with the General Conditions of Purchase;
- (e) **"Parties"** means the Purchaser and the Seller, together;
- (f) **"Seller"** means any person who directly or indirectly sells or provides goods or services of any kind to the Purchaser in performance of Purchase Orders that the Purchaser has issued.

### 2. PURCHASE ORDER

2.1 A Purchase Order shall be governed solely by these General Conditions of Purchase. Any amendment or addition to, and any condition applied by a Seller at variance in whole or in part with, these General Conditions of Purchase shall be effective only where specifically accepted in writing by the Purchaser. In the event of any conflict, these General Conditions of Purchase shall prevail over any conditions of sale that the Seller may have prepared. A Purchase Order shall not constitute acceptance by the Purchaser of any offer of sale, estimate or proposal from the Seller. Any reference in the Purchase Order to any offer of sale, estimate or proposal shall not in any circumstances constitute an amendment of any of the terms for which these General Conditions of Purchase provide.

2.2 By the acceptance and/or execution of a Purchase Order, the Seller shall be considered to have fully accepted these General Conditions of Purchase. Any condition contained in the confirmation of the Purchase Order that amends, conflicts with or contradicts any of the General Conditions of Purchase shall be deemed ineffective and shall be inapplicable in all circumstances except where expressly accepted in writing by the Purchaser.

2.3 Except as may be agreed otherwise, a Purchase Order shall be considered final and binding upon the receipt by the Purchaser of the confirmation of that Purchase Order from the Seller, in writing, within five (5) business days of the Purchase Order's date. In the event that no such confirmation reaches the Purchaser within that period, the Purchaser shall be entitled to revoke the order.

### 3. PRICE, BILLING AND PAYMENT

3.1 The price applicable to a Purchase Order, which may also be obtained by the application of formulae, shall only be that specified in the Purchase Order. Except as may be agreed otherwise, the price shall be deemed agreed as a fixed amount and not subject to any review or increase also in the event of increases to the price of materials or the costs of production, for any reason, including *force majeure*, or to adjustments based upon changes in exchange rates. Unless the Purchase Order specifies otherwise, the price shall be inclusive of the costs of packaging, freight, despatch, and more generally any additional cost connected with the performance of the Purchase Order.

3.2 Except as may be agreed otherwise, the Seller shall provide a separate invoice for each Purchase Order. The invoices shall contain a number, or reference, relating them to the relevant Purchase Order, and state the quantity and a description of the Goods, the delivery terms, the date and reference of the delivery note, and the price per piece. Invoices not complying with the above conditions shall be deemed void and invalid, and returned to the Seller.

3.3 Payment shall be made by the Purchaser in accordance with the terms indicated in the Purchase Order.

3.4 The Seller's claim arising out of the execution of the Purchase Order cannot be assigned or delegated in any way, except with the written approval of the Purchaser.

### 4. PACKAGING AND DELIVERY. CONSIGNMENTS OF HAZARDOUS GOODS

4.1 Any cost or charge connected with the packaging of the Goods is to be borne solely by the Seller.

4.2 Unless the Purchaser requests special packaging under the Purchase Order, the Seller shall provide the Goods with appropriate packaging, in light of the nature of the Goods and taking all such measures as are necessary to protect them against the weather, corrosion, loading accidents, freight and storage conditions, vibration, shocks, and so forth. The Goods must be packaged, wrapped, marked and otherwise prepared for delivery in a manner: (i) consistent with best commercial practice; (ii) acceptable to the usual carriers, at their best tariffs; and (iii) appropriate to ensure their arrival, undamaged and with their quality unaffected, at destination. In the eventuality that the Seller is required to provide special packaging, that shall comply with all of the instructions provided by the Purchaser.

4.3 The Seller shall mark all packages and containers with complete instructions for their handling and freight, identifying and clearly marking the objects that require special care or special conditions for their stowage or freight, indicating the precautions that should be taken. The Seller shall label each package and container with information regarding its freight, the number of the Purchase Order, the date of despatch, and the names and addresses of both the sender and the recipient.

4.4 The Seller shall have sole liability for any damage to the Goods, or any additional expense due to packaging, numbering or labelling being defective, incorrect or inappropriate.

4.5 Except as may be otherwise agreed, the Seller shall at the time of despatch send the Purchaser a despatch note, specifying: (i) complete details, including the date, of the Purchase Order; (ii) the complete address of the sender and of the recipient's warehouse; (iii) a detailed description of the Goods; (iv) the total number of packages; (v) the gross and net weight of the packages, each identified individually; (vi) the method of delivery; and (vii) the date of despatch.

4.6 The Goods shall be delivered at the warehouses indicated by the Purchaser, and may be accepted by the Purchaser only if duly accompanied by their freight documentation.

4.7 In any case, the Seller shall assume all and any risks related to the Goods, up to the moment of delivery to the Purchaser, or the agreed destination, as the case may be.

4.8 Where the Goods are hazardous, the Seller shall comply with such current regulations on packaging, labelling and safety documentation as apply, and shall ensure that delivery, whether made directly or indirectly, is in accordance with the highest international standards, and in any event, with the current European Agreement concerning the International Carriage of Dangerous Goods by Road (the ADR), Regulations concerning the International Carriage of Dangerous Goods by Rail (the RID), and the International Maritime Dangerous Goods Code (the IMDG Code), and the IATA Dangerous Goods Regulations; and the carriers and transportation used shall be suitable for the freight of such Goods.

### 5. TIMING OF DELIVERIES AND DELAYS

5.1 Dates of delivery, and timings more generally, shall be as specified in the Purchase Order. Acceptance of the Purchase Order by the Seller implies its assumption of an obligation to comply with the timings and the delivery dates indicated therein.

5.2 The timings and delivery dates specified in the Purchase Order shall constitute an essential term for the benefit of the Purchaser, pursuant to and for the purposes of article 1457 of the Italian Civil Code.

5.3 Deliveries shall not be permitted to be made in advance unless previously agreed by the Purchaser. In any event, the Seller shall not be entitled to any further compensation or benefit of any kind in relation to deliveries made in advance, except as the Purchase Order may specify. The Purchaser shall be entitled to return or deposit such

material as is delivered prior to the agreed delivery date at the Seller's expense and risk.

5.4 The Seller shall promptly notify the Purchaser in writing of any event that may delay performance of the Purchase Order, without that implying any agreement to an extension to the delivery dates. The Seller shall take all reasonable measures to minimise delay in delivery, and the consequences of any such delay.

5.5 In the event of delay, the Purchaser shall be entitled to require payment of a penalty amounting to one (1) per cent. of the price of the Goods for each day of delay, up to a maximum of ten (10) per cent., which may be deducted from the price stated in the Purchase Order, provided that the Purchaser shall be entitled at its absolute discretion to revoke the Purchase Order if it so chooses, in which case the Seller shall not be entitled to any compensation or damages and the Purchaser shall remain entitled to seek compensation for any losses, injury or prejudice arising out of the delay.

### 6. REJECTION OF GOODS NOT MEETING SPECIFICATIONS

6.1 Goods that do not comply with the technical specifications set forth in the Purchase Order or otherwise agreed shall not be accepted for delivery by the Purchaser, who may legitimately refuse to make payment of the price therefor. The Seller shall be notified that the Goods have not been accepted, by registered letter, or by fax or email. In such circumstances, the Seller shall be responsible for collecting, at its own expense, the Goods that have been delivered and not accepted, within fifteen (15) business days of the date of receipt of notice that the Goods have not been accepted, after which the Purchaser shall return the Goods to the Seller at the Seller's expense.

6.2 Advance payment shall not imply acceptance of the Goods by the Purchaser.

6.3 Acceptance of, or failure to reject, Goods that are not consistent with the Purchaser's requirements shall not limit in any way the warranties set forth in clause 10, below.

### 7. COMPLIANCE WITH REGULATIONS, AND RIGHTS OF INSPECTION

7.1 The Seller shall comply with all regulations and standards on matters of quality, environment, health and safety, and any other specifications applicable under the supply of the Goods to the Purchaser. The Seller shall (i) promptly notify the Purchaser of any material adverse event that affects or may affect the quality of the Goods; (ii) authorise the Purchaser to inspect the Seller's facilities, and all the locations in which the Goods are produced or stored, and all the locations in which services are carried out, including during the period of the Goods' production and/or processing; and (iii) promptly take all such corrective measures as the Purchaser may request, including such corrective measures as may be consistent with the Purchaser's environmental and health and safety programmes.

7.2 Any inspections that the Purchaser may make shall not in any circumstances reduce the Seller's liability towards the Purchaser, or restrict the Purchaser's right to reject the Goods where they do not comply with the agreed technical specifications.

7.3 The Seller warrants that any chemical substance contained in the Goods is present on the European Inventory of Existing commercial Chemical Substances (EINECS), as amended (and in the related regulations and standards), or on equivalent lists applicable locally to the place to which the Goods are being sent. In any event, the material sold or transferred to the Purchaser shall not contain arsenic, asbestos, polychlorobiphenyls (PCBs), polychlorotriphenyls (PCTs), or any other chemical substances restricted by the Montreal Protocol. Any chemical substance or product supplied, used, despatched or otherwise brought within the premises of the Purchaser or those of its customers shall be accompanied by a Material Safety Data Sheet (MSDS), in accordance with Directive 2001/58/EC, which shall be provided in advance to the Purchaser, in Italian unless the Purchaser requests otherwise. The Purchaser shall be entitled to refuse to authorise the introduction in the premises of chemical substances and/or products, at its own discretion. The Seller shall certify that the material complies with current legislation on matters of chemical substances and products.

7.4 The Seller further warrants and certifies that all the material indicated in the Purchase Order shall be compliant with the European Directives on product safety, including, but not only, one or more of the following Directives, where applicable: (a) the Machinery Directive 98/37/EC, as amended, pursuant to which the Seller shall provide a conformity certificate certifying the Goods' conformity, for inclusion in the certification file together with the instruction and service manual); (b) the Low Voltage Directive, 93/68/EC, as amended; (c) the ATEX I Directive, 94/09/EC and ATEX II Directive, 99/92/EC, as amended; (d) the Pressure Equipment Directive, 97/23/EC, as amended; (e) the Electromagnetic Compatibility Directive, 89/336/EC, as amended; (f) the WEEE Directive, 2002/96/EC; and (g) the Restriction of Hazardous Substances Directive, 2002/95/EC.

**8. SURPLUS SUPPLIES**

8.1 Subject always to clause 6, the Purchaser shall pay the price of the Goods only for the quantities set out in the Purchase Order.

8.2 The Seller shall accept that the Purchaser may at its discretion decide to purchase some or all of the surplus Goods, upon terms consistent with the Purchase Order.

**9. TRANSFER OF RISK**

9.1 Except as may be otherwise agreed between the Parties in writing, the Sellers shall be liable for all risk related to, damage to, and loss of, the Goods during transport, up to its delivery at the Purchaser's warehouse.

**10. WARRANTIES**

10.1 Except as may be otherwise agreed between the Parties in writing, the Seller shall warrant, for a period of 24 (twenty-four) months that the Goods supplied are: (i) compliant with the specifications, plans, drawings and information (irrespective of the form in which it was presented) as have been indicated by the Purchaser, provided by the Seller, or otherwise agreed in writing between the Parties, and all of the technical specifications and other requirements indicated in the Purchase Order; (ii) of high-quality manufacture, and free of any defects of design, materials, manufacture or operation; and (iii) of a quality appropriate to the use required by the Purchaser.

10.2 During the warranty period, the Purchaser shall inform the Seller in writing of any defect, or shortcoming in function, of the Goods, and the Seller shall promptly and at its own expense replace or repair the Goods, or correct the defect or shortcoming in function.

10.3 The Seller shall provide a further guarantee of the same length in time as the original guarantee, for any replacement, repair or correction made during the warranty period, beginning on the day on which that replacement, repair or correction is successfully and satisfactorily completed.

10.4 If the Seller does not replace or repair the Goods, or correct the defect or shortcoming in function, in a satisfactory manner, the Purchaser shall be entitled, at its sole discretion: (i) itself to replace or repair the Goods, or make the correction, at the Seller's sole expense; (ii) have the Goods replaced, repaired or corrected by third parties, at the Seller's sole expense; or (iii) obtain from the Seller a full reimbursement of the price paid for the defective Goods, without prejudice to its right to compensation for any further losses it may suffer.

10.5 The Seller shall accept that the warranties specified herein are additional to any statutory warranty, or any other warranty that the Seller may expressly provide.

**11. INTELLECTUAL PROPERTY**

11.1 The Seller warrants that the Goods do not breach any patent, licence, patent right, industrial model or design, copyright, or other third-party intellectual property right. The Seller further warrants that it is fully entitled to use, produce and sell the Goods, and that the Purchaser shall be further entitled to use it and to sell it onward.

11.2 The Seller accepts that it shall indemnify the Purchaser and otherwise hold it harmless from any demand or action for breach of third-party intellectual property rights: pay all costs incurred by the

Purchaser in its defence, in the event of any such demand or claim; and compensate the Purchaser for any injury, loss or prejudice it may suffer as a direct or indirect consequence of such a demand or claim.

**12. CONFIDENTIALITY, AND PRIVATE AND CONFIDENTIAL NATURE OF INFORMATION**

12.1 Any data, design, machinery or other material or information that may be: (i) provided by the Purchaser; or (ii) provided by the Seller but paid for by the Purchaser as part of the purchase price for the Goods, shall be the Purchaser's exclusive property, and shall be considered the private and confidential information of the Purchaser.

12.2 The Seller shall for the whole duration of its relationship with the Purchaser, and for a period of ten years thereafter, keep strictly confidential all of the material and information referred to in clause 12.1, and all other confidential material and information that is owned by the Purchaser and which it receives for the purposes hereof, and it shall avoid communicating or passing any such material or information to any other persons without the prior written consent of the Purchaser.

12.3 The inclusion of information regarding the Purchase Order in any publicity or written or verbal communication shall be subject to the Purchaser's prior written consent.

**13. REVOCATION OF PURCHASE ORDERS**

13.1 Where Goods have yet to be delivered by the Seller, the Purchaser shall be entitled to revoke the Purchase Order at any time and for any reason, in whole or in part, by letter sent by registered letter, fax or email. Upon receipt of an instruction revoking the Purchase Order, the Seller shall immediately interrupt any processing in relation thereto, and shall adopt all reasonable measures to minimise the costs and losses due to the revocation.

13.2 In the event of a Purchase Order's revocation, the Seller shall be entitled to request compensation, which shall be calculated in the light of the documented costs and expenses already incurred by the Seller in relation to the Purchase Order thus revoked, subject to the Seller being able to sell the Goods to other persons.

**14. LIABILITY AND INSURANCE**

14.1 The Seller shall be solely responsible towards the Purchaser, and any third party, for all damage caused to persons and property, or any other material damage, loss or prejudice caused by defects or faults in the Goods. The Seller shall also be responsible for any losses resulting from acts of its employees, officers, agents or subcontractors.

14.2 The Seller shall enter into suitable insurance policies against all liabilities that may arise towards the Purchaser in accordance with clause 14.1, and shall hold the Purchaser harmless from all such losses and liabilities. The Seller shall provide the Purchaser, upon the Purchaser's first demand, with suitable insurance certificates confirming the existence and suitability of those policies.

**15. FORCE MAJEURE**

15.1 Neither Party shall be liable for delays or breaches resulting from events or circumstances that are beyond its reasonable control, including, by way of example and without limitation, fire, storm, typhoon, flood, earthquake, explosion, acts of war, major strikes or suspensions of work, quarantine or restrictions due to epidemics, where they prevent that Party from performing the Purchase Order, in whole or in part. The Party affected by the *force majeure* shall promptly send the other Party written notice of the delay and of the reasons therefor, and shall act in good faith to avoid or limit losses or inconvenience to the other Party.

15.2 In the event that one or more *force majeure* events continue for more than sixty days, the Purchaser shall at its absolute discretion be entitled to revoke the Purchase Order, even if it has been confirmed by the Seller, and the Seller shall not be entitled to receive anything by way of consideration for the supplies not made, or to seek any remuneration or compensation from the Purchaser by way of loss of earnings or for any other expense or charge incurred in any way and on any basis.

**16. GENERAL**

16.1 In the event that one or more of the provisions of these General Conditions of Purchase are for any reason declared null, void, invalid, unlawful, ineffective or not applicable, then they shall be treated as not having been included, without that implying the invalidity or ineffectiveness of the agreement as a whole, or of any other provision.

16.2 The Seller shall have full knowledge of, and be fully compliant with, all laws, decrees, and regulations issued by local authorities, or other authorities, and any other requirements or regulations issued by private or public organisations concerning performance of the Purchase Order. The Seller shall in particular hold the Purchaser harmless from any prejudicial financial consequence it may suffer as a result of a failure on the part of the Seller to comply with statutory requirements, European legislation, or any regulation.

16.3 Failure (including repeated failure) on the part of the Purchaser to enforce any right, or any provision of these General Conditions of Purchase, shall not constitute a waiver thereof or acquiescence thereto.

16.4 The Seller shall not without the prior written consent of the Purchaser appoint subcontractors directly or indirectly, at any level, in connection with the performance and execution of a Purchase Order, in whole or in part.

16.5 Rights and obligations pertaining to the Purchase Order may be not assigned without the Purchaser's prior written consent.

**17. CODE OF ETHICS**

17.1 The Seller represents that it is aware that the Purchaser has adopted a Code of Ethics, available on its website at <http://www.braccocimaging.com/ethics/>. The Seller shall operate in accordance with that Code of Ethics.

**18. DATA PROTECTION**

18.1 The Seller shall allow the Purchaser to use the contact information (such as, for example, names, addresses, telephone numbers, and email addresses of natural persons) that are provided by the Seller (or its representatives) for purposes that are reasonably implicit to performance of the supply. The Seller shall observe all statutory requirements (for example, obtaining the consent of the data subject, where this is required) before communicating such personal information to the Purchaser. Personal information communicated by the Seller shall be included in the Purchaser's databases for purposes connected with the performance of the Purchase Order, and its processing may involve the creation and operation of a central archive, with hard-copy, or local or remote computerised, back-ups to which only authorised personnel shall have access. The personal information regarding the Seller may be communicated to any companies that are the Purchaser's subsidiaries, parents or associates.

**19. EXPRESS TERMINATION PROVISIONS**

19.1 Breach by the Seller of one or more of the obligations under clauses 3 (*Price, Billing and Payment*), 4 (*Packaging and Delivery. Consignments of Hazardous Goods*), 5 (*Timings of Deliveries and Delays*), 7 (*Compliance with Regulations, and Rights of Inspection*), 10 (*Warranties*), 11 (*Intellectual Property*), 12 (*Confidentiality, and Private and Confidential Nature of Information*), 14 (*Liability and Insurance*), 16 (*General*) and 17 (*Code of Ethics*) shall result in the automatic termination of this agreement, pursuant to and for the purposes of article 1456 of the Italian Civil Code.

**20. GOVERNING LAW**

20.1 These General Conditions of Purchase shall be governed entirely by the laws of the Republic of Italy. The Parties expressly exclude the application of the Vienna Convention on Contracts for the International Sale of Goods.

**21. JURISDICTION**

21.1 The Courts of Milan shall have sole jurisdiction in connection with any dispute arising out of these General Conditions of Purchase, to the agreed exclusion of any competing or alternative forum, as the Parties agree.

The Seller, in the person of its legal representative, signs hereunder by way of complete acceptance of these General Conditions of Purchase	
Date	Signature and seal of the SELLER

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Seller declares its express approval of the following clauses of the General Conditions of Purchase: 4 ( <i>Packaging and Delivery. Consignments of Hazardous Goods</i> ), 5 ( <i>Timing of Deliveries and Delays</i> ), 9 ( <i>Transfer of Risk</i> ), 10 ( <i>Warranties</i> ), 13 ( <i>Revocation of Purchase Orders</i> ), 14 ( <i>Liability and Insurance</i> ), 16 ( <i>General</i> ), 19 ( <i>Express Termination Provisions</i> ), and 21 ( <i>Jurisdiction</i> ).	
Date	Signature and seal of the SELLER by way of approval pursuant to articles 1341 and 1342 of the Italian Civil Code