



**OMB Valves S.p.A.**

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**Addendum February 2016 to :**

**ORGALIME**

**GENERAL CONDITIONS**

**for the**

**SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS**

**DELIVERY. PASSING OF RISK.**

10. The applicable INCOTERMS is specified in the Purchase Order

Partial delivery is allowed, unless otherwise agreed and specified in the Purchase Order

**TIME FOR DELIVERY. DELAY**

14. The liquidated damages shall be payable at a rate of 0.5 per cent per week maximum 7.5 per cent unless otherwise agreed and specified in the Purchase Order

**PAYMENT**

19. Payment terms shall be agreed and specified in the Purchase Order

21. Not applicable

**CONSEQUENTIAL LOSSES**

45. Not Applicable

**DISPUTES AND APPLICABLE LAW**

46. Italian suppliers. In case a dispute arises from or in relation to this agreement, included any problem related to its existence, validity or termination, the Parties shall initially try to settle such dispute through the mediation in conformity with the Mediation Procedure managed by the Milan Chamber of Commerce (Italy), procedure which is considered an integral part of this article. If it is not possible to settle the dispute through the mediation procedure within ninety (90) days from the mediator appointment, or within another term agreed in writing by the Parties, then the dispute will be finally

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settled by the Court of Milan (Italy), having the exclusive jurisdiction to settle the above-mentioned dispute.

46. Foreign Suppliers. If a dispute arises from or in relation to this agreement, included any problem related to its existence, validity or termination, the Parties shall initially try to settle such dispute through the mediation in conformity with the LCIA Mediation Procedure, which procedure is considered an integral part of this article. If it is not possible to settle the dispute through the mediation procedure within ninety (90) days from the mediator appointment, or within another term agreed in writing by the Parties, then the dispute will be finally settled through arbitration in conformity with the LCIA Procedure, this Procedure is considered an integral part of this article. There will be one arbitrator and the arbitration shall take place in Milan (Italy).

47. The Purchase Order and there General Purchase Conditions shall be governed, executed and interpreted in accordance with the Italian Law.

**MATERIAL INSPECTION, CONTROL AND EXPEDITING**

The Supplier, promptly notified if necessary, will enable the Purchaser and his representatives (and will provide a similar right from any possible authorized sub-contractors) the reasonable access to all the places where the material is manufactured or deposited, and / or where the services are performed.

The material inspection and/or the controls on the services shall be performed by the Purchaser's personnel or by other inspection authorities expressly appointed by the Purchaser.

The Supplier, without any additional cost for the Purchaser, will allow the Purchaser's representative or customer to access the premises used for the execution of the Purchase Order in order to check the state and the progress of the production and to participate in every inspection and control. Such access shall not relieve the Supplier of any of his obligation