



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

## GENERAL CONDITIONS OF PURCHASE

### 1. Scope

1.1 These General Conditions of Purchase (hereinafter referred to as the “GCP”) apply to all goods or services supplied to Dinamic Oil S.p.a. (“Dinamic Oil”) under agreements, of any form, entered into therewith.

1.2 The GCP may be supplemented or amended by specific prevailing provisions made in purchase orders or agreements, without prejudice to the fact that any departure from these GCP will have effect solely if agreed between the parties in writing.

1.3 Any general conditions applied by the supplier will not apply and will have no effect in supply relationships with Dinamic Oil, regardless of the form or means used by the supplier to send them to Dinamic Oil.

### 2. Purchase Orders

2.1 Dinamic Oil purchase orders are, and are meant to be, order proposals and, as such, may be revoked by Dinamic Oil at any time until the Supplier confirms receipt of the order. However, the order will be considered accepted by the supplier seven (7) days after the order is sent.

2.2 Upon accepting the order, the supplier undertakes to supply the goods or services ordered in accordance with the terms and conditions of the said order. In the event of discrepancy between the purchase order and the order confirmation, the former will prevail, unless Dinamic Oil expressly accepts the discrepancy in the order confirmation in writing.

2.3 If a purchase order is issued following the

submission of an offer by the supplier, the said order will become immediately binding with no further approval by the supplier required provided that the purchase order makes express reference to the offer. In the event of a discrepancy between the offer and the purchase order, the latter will prevail, unless the supplier sends Dinamic Oil a written claim within five (5) days of receiving the purchase order. In the event of a dispute, Dinamic Oil may revoke the purchase order sent and will under no obligation to purchase the goods or services stated in the offer.

2.4 The supplier may not assign the order and/or the processing thereof, either fully or partially, to third parties.

### 3. Delivery Terms

3.1 The goods must be delivered in accordance with the delivery term stated in the respective purchase order. In the event that the purchase order does not state a specific delivery term, the goods will be supplied delivered duty paid (DDP – INCOTERMS 2020) to the Dinamic Oil site.

3.2 The supplier acknowledges that the delivery terms stated in the purchase order must be deemed essential. The supplier must deliver the goods as per the quantities stated in the purchase order and may not ship the goods, or components thereof, in advance and/or in part, invoicing them separately. In the event of a delay in the delivery of any goods or in the event of partial shipments, Dinamic Oil reserves the right not to accept delivery, without prejudice to any other remedy provided for by the law and these GCP.

3.3 In the event of delay in the delivery of even one item or in the event of partial delivery resulting in a delay of more than one week in the



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

delivery of the remaining goods, Dinamic Oil may, at its discretion, implement one or more of the following options:

- (a) apply a contractually agreed penalty amounting to two (2)% of the supply price due for each week of delay (or fraction of a week), without prejudice to the right to compensation for further damages;
- (b) terminate the order with immediate effect, pursuant to Article 1456 of the Italian civil code, by simply providing the supplier with written notice thereof.

3.4 The ordered parts must be marked, packaged, labelled, identified, dispatched, and carried by the supplier in accordance with the instructions given by Dinamic Oil. The supplier will be liable for and bound to make good any damage resulting from any delay, loss, or damage caused due to shortcomings in the marking, packaging, labelling, identification, dispatch, or carriage attributable to failure to comply with the instructions received.

3.5 If requested, the supplier will be required to maintain stocks of the ordered parts in its warehouses, in order to guarantee continuity of supplies in accordance with the schedules, methods, and terms agreed with Dinamic Oil.

3.6 Delivery of the goods does not imply acceptance thereof; the goods will only be deemed accepted following checks and confirmation that the delivered goods comply with the purchase order and have no faults or defects. Dinamic Oil will be entitled to notify the supplier if the delivered goods do not correspond to the purchase order or if there are any faults or defects, doing so even after delivery and regardless of

whether or not the respective invoices have been paid.

3.7 If it is specified in the order that the goods must be installed, assembled, or otherwise put into use, requiring further services from the supplier, the goods will be deemed delivered upon completion of the work to install, assemble, or put them into use.

3.8 Ownership and risk of loss or damage to the goods transfer to Dinamic Oil upon receipt thereby at the place of destination.

#### **4. Price and Payment**

4.1 The price due for the goods or services ordered will be as stated in the purchase orders. This price is set, unchangeable, and not subject to increases of any kind.

4.2 Unless specified otherwise in the purchase order, the price set in the said order therefore includes all expenses and costs relating to the production, sale, carriage, and delivery of the goods stated in the said purchase order.

4.3 The terms and methods of payment will be set out in the purchase orders or established in separate written agreements between the Parties. Dinamic Oil will be entitled to withhold the price due to the supplier if the goods are delivered late or partially or do not comply with the quality requirements set out in these GCP. Any sum paid by Dinamic Oil before the balance of the agreed price will be considered a down-payment and not deposit, unless specified otherwise in the purchase order.

4.4 In the event of a delay in payments due by Dinamic Oil, uncapitalised interest will be applied



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

to arrears at the statutory rate from the due date until the payment is settled in full.

4.5 In the event of defective or discrepant parts, Dinamic Oil will be entitled to suspend payment of the amounts due until the defects are remedied in full by the supplier. Dinamic Oil also reserves the right to charge the supplier a flat rate of €200.00 for each non-compliance found to reimburse the cost of handling the matter.

#### **5. Invoices and Transport Documents**

5.1. Each invoice must include the following information:

- the order number, the supplier's identification code, the transport document number, and the drawing number or any other technical reference provided by Dinamic Oil;
- the list of parts, in the progressive order used in the delivery document;
- the unit of measurement, which must match exactly that stated in the order, on both the invoice and the delivery document.

5.2 Invoices may include parts from multiple orders provided they are subject to the same VAT rate.

5.3 Each shipment must be accompanied by the relevant transport document, provided in the number of copies requested by Dinamic Oil. In addition to the information required by current legislation, the transport document must also contain the following details:

- supplier's business name, code of the products ordered, name and description of the part, shipping date, order number and date, quantities with respect to the batch,

number of packages, and any other information requested in the order.

5.4 A single transport document may include parts from multiple orders or from a delivery schedule.

#### **6. Quality of Goods and Warranty**

6.1 The supplier will supply the goods according to the quantities and qualities stated in the purchase order. The goods must comply with the Dinamic Oil technical specifications. In the event of a sale by sample, the provisions of Article 1522.1 of the Italian Civil Code apply, with express exception of the provisions of Article 1522.2.

6.2 The supplier guarantees that quantities of the goods supplied will comply with both the quantities stated in the order and those stated in the respective delivery documents. In the event that of discrepancies in the goods quantities at the time of the incoming goods inspection, Dinamic Oil will be entitled, at its discretion, as follows:

- to accept the discrepant quantities, with the power to increase or decrease any subsequent supplies accordingly;
- subject to any tolerances agreed in advance in writing: to reject any surplus goods, with the right - if the supplier does not immediately collect them - to return the surplus goods at the supplier's expense and risk or to charge the latter for the storage and warehousing;
- to instruct the supplier to send the missing part of the supply immediately, it being understood that any further cost or expense for the immediate provision of the missing items will be borne by the supplier.



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

In order to exercise the powers provided for in this article, Dinamic Oil must report the respective issue to the supplier within 30 (thirty) days of the matter arising. In the case of products supplied to Dinamic Oil under a contract awarded by tender, the report must be made within 60 (sixty) days of the matter arising.

6.3 The goods must also be suitable for the specific use agreed upon or, if no use has been specified, for the standard use expected for goods of its kind. Furthermore, the goods must comply with the laws in force in Europe and in Italy, including, specifically but not only, provisions relating to health, safety, and the environment. The goods must be accompanied by all the certification and other documents required by the aforesaid laws. In the event that the supplier incurs penalties by any Italian or foreign authority concerning, either directly or indirectly, the goods ordered or those already purchased, the supplier undertakes to inform Dinamic Oil promptly, and in any case within no more than 24 hours of receiving notice of such penalty. The supplier also undertakes to inform Dinamic Oil promptly about any circumstance concerning the production of the goods that may affect the use or resale thereof, even if the goods have already been delivered or are in the process of being delivered.

6.4 The supplier may not modify or not apply the technical specifications stated by Dinamic Oil without the latter's prior written consent. The supplier must notify Dinamic Oil if the technical specifications required thereby for the goods are in any way inconsistent or ineffective and therefore should be modified. In the event of failure to notify as above, the supplier will be responsible for any inefficiency of the goods even

if this shortcoming arises from the technical specifications specified by Dinamic Oil.

6.5 Dinamic Oil may, at its sole discretion, inspect the supplier's facilities and inspect and test the goods prior to delivery thereof. If, following these inspections and checks, Dinamic Oil finds any defects - or any potential defects - in the goods to be supplied, the supplier must take all necessary and appropriate measures to ensure the goods comply with the agreed specifications. Performance of these inspections and checks will in no case constitute Dinamic Oil's approval or acceptance of the goods, not even partially, and will in no way limit the supplier's liability or the obligations undertaken thereby to guarantee good operation.

6.6 The supplier guarantees the proper operation of the goods, the quality of the materials and of the manufacturing and assembly procedures, and the goods' fitness for use according to the agreed technical specifications and their compliance with applicable legislation for a period of 24 (twenty-four) months as of the delivery date. If, during the warranty period, the goods do not comply with the warranty provided, Dinamic Oil must report the defect or discrepancy within 30 (thirty) days of the matter arising. In the case of products supplied to Dinamic Oil under a contract awarded by tender, the report must be made within 60 (sixty) days of the matter arising. In this case, Dinamic Oil will have the right, at its sole discretion, to: (i) have the defective or discrepant goods or component thereof replaced, with costs borne entirely by the supplier; (ii) have the defective or discrepant goods or component thereof repaired, with costs borne entirely by the supplier; (iii) a reduction in the price of the defective or discrepant goods; (iv) arrange



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

for the replacement and repair of the goods if the supplier does not do so (within the aforesaid terms set by Dinamic Oil for the replacement or repair of the goods or for the reduction of the price, directly or through third parties) with no obligation to provide further notice and charging the costs thereof to the non-performing supplier; (v) terminate the respective agreement. In any case, this does not affect the right to compensation for any further damage suffered by Dinamic Oil due to the defect and/or discrepancy of the goods sold.

6.7 In any case, the Supplier will be required to indemnify and hold Dinamic Oil harmless with respect to any cost, charge, or expense incurred thereby due to defects in the goods or products supplied and/or breach of any of the preceding warranties.

6.8 In the event that the supplier has not taken steps to definitively remedy the defect, shortcoming, or discrepancy of the goods (replacing or repairing them at its discretion) within and not after 60 (sixty) days of the notification, Dinamic Oil will be entitled to terminate the relevant agreement by sending a written notice to the supplier, without prejudice to the right to further compensation for damage.

6.9 If Dinamic Oil exercises its right to terminate the agreement, the supplier will be required to (i) promptly collect the goods from the Dinamic Oil site, incurring any related charges or expenses, and (ii) refund Dinamic Oil the purchase price paid for the goods.

6.10 A new warranty will be applied to the goods or components repaired or replaced under this warranty for a further 12 (twelve) months from the date of repair or replacement.

6.11 The supplier acknowledges and agrees that Dinamic Oil may transfer the warranty and all rights arising therefrom to third parties in the event that the goods are resold or are assembled with Dinamic Oil products. The supplier also acknowledges that the goods purchased from Dinamic Oil may be processed and joined or assembled with other goods in order to obtain a different end-product. The supplier, therefore, accepts that the processing of the goods and therefore the joining, merging, or assembly thereof with other goods will not result in the forfeiture of this warranty by Dinamic Oil.

## **7. Termination, Suspension, and Withdrawal of Dinamic Oil**

7.1 If the supplier fails to perform the obligations undertaken with an order accepted from Dinamic Oil and fails to remedy this non-performance within 15 (fifteen) days of receiving a written invitation to perform from Dinamic Oil, Dinamic Oil may terminate the order in question and suspend performance of its own obligations arising from and in relation to the order, or - at its discretion - withdraw from all orders already placed with the supplier immediately and without notice, without any liability to make good any damage suffered by the supplier and without prejudice to the further rights recognised by law or by these GCP.

7.2 In the event that the financial conditions of the supplier are such as to put the achievement of the performance by Dinamic Oil in clear jeopardy, the latter may suspend performance of its obligations and withdraw from the order.

## **8. Technical Information and Industrial Property**

8.1 All and any technical information (meaning thereby any kind of technical or technological





DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

information or documentation, as well as designs or samples) which Dinamic Oil discloses or provides to the supplier remains the exclusive property of Dinamic Oil and may be used exclusively to process Dinamic Oil's orders.

8.2 By proposing or accepting to study and/or adapt a part for Dinamic Oil or supply a part to the latter, the supplier is required to notify Dinamic Oil in advance in writing whether the part is covered by industrial property rights and, if so, which. Failure to notify the supplier in advance will be considered a waiver by the supplier to assert any industrial property rights against Dinamic Oil and any third parties. Dinamic Oil may appoint to produce the part on its behalf.

8.3 The Parties may agree to affix the "DINAMIC OIL" trademark or other trademarks or distinctive signs owned by Dinamic Oil on the ordered parts and/or on the original packaging that Dinamic Oil may request, doing so in accordance with the methods and instructions issued by Dinamic Oil. This application of trademarks and/or packaging use may, in no event, be considered licence to use the "DINAMIC OIL" trademark. Therefore, the parts marked in the way stated above may be supplied exclusively to Dinamic Oil.

## 9. Specific Equipment and Materials

9.1 Any equipment (such as, such as but not only, gauges, moulds, specific tooling, measuring and testing equipment) that Dinamic Oil may provide the supplier with in order to carry out the order shall remain the exclusive property of Dinamic Oil. The supplier shall be held liable for the loss or destruction thereof or any damage thereto. With regards to the aforesaid equipment, the supplier is required:

- (a) to record them and clearly mark them as property of Dinamic Oil;
- (b) to provide, where required by Dinamic Oil, sufficient insurance coverage therefor against fire, theft, vandalism, natural disasters, tampering, and other insurable loss or damage risks; to keep them in a safe place, use them with the utmost care, and carry out appropriate routine maintenance at its own expense;
- (c) to notify Dinamic Oil immediately should any special repairs, replacements, or remakes be necessary, it being understood that Dinamic Oil may decide whether or not to implement such repairs, replacements, or remakes and therefore Dinamic Oil will be fully liable for the costs therefor; if however, such repairs, replacements, or remakes are required as a result of accidents, negligence, or other causes attributable to the supplier, all expenses will be borne by the latter;
- (d) not to move the equipment off-site except within any limits authorised in advance by Dinamic Oil;
- (e) to allow Dinamic Oil representatives to inspect, during normal working hours, the ways in which the equipment is stored and used, as well as the degree of wear thereof;
- (f) not to assign the equipment to third parties for any reason and not to use it as collateral;
- (g) not to use the equipment or allow the equipment to be used in any way other than to carry out the Dinamic Oil order;
- (h) to comply with the instructions



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

issued thereto by Dinamic Oil concerning returning, scrapping, or keeping the equipment as spares for when the supply of the part for which they are used is discontinued.

9.2 These provisions are understood as also applicable, whenever compatible, to any semi-finished goods or other materials owned by Dinamic Oil which the latter has provided to the supplier for or in connection with the order.

#### **10. Reliability, Quality, and Controls**

10.1 The supplier undertakes to implement and maintain adequate production, measuring, and testing processes to ensure the ordered parts are always reliable, in good condition, and compliant with the technical specifications provided by Dinamic Oil (such as but not only, those stated in drawings, standards, terms and conditions, tables, approved and/or registered samples) throughout the contractual relationship.

10.2 The supplier undertakes to allow Dinamic Oil personnel access to its facilities, during normal working hours, in order to carry out inspections, checks, and tests on the production and testing methods and on the relevant elements of the quality management system.

10.3 Upon request and in agreement with Dinamic Oil, the supplier is required to issue a quality certificate attesting that the parts sent to Dinamic Oil have been adequately tested and that, following such tests, they are suitable and comply with the required technical specifications. Upon express request by Dinamic Oil, each batch of parts supplied must be accompanied by the respective quality certificate and Dinamic Oil reserves the right to reject the goods if such certificate is not included.

10.4 Any change made by the supplier to the manufacturing process of the components subject to the order must be authorised in advance in writing by Dinamic Oil.

#### **11. Confidentiality**

11.1 The supplier acknowledges and recognises that Dinamic Oil is the sole and exclusive owner of property such as information, data, knowledge, inventions, whether patented or patentable, know-how and, in general, any updates of a technical, financial, business, or administrative nature, as well as any drawings, documents, magnetic media, or material or product samples provided (herein after referred to as "Confidential Information").

11.2 The supplier undertakes: (a) to keep the Confidential Information secret and not to reveal it to any third party; (b) to take all reasonably necessary and appropriate measures and precautions to prevent the disclosure and unauthorised use of the Confidential Information; (c) to use the Confidential Information only as necessary to perform agreements; (d) not to reproduce or copy the Confidential Information, save to the extent allowed by Dinamic Oil; (e) not to patent any part of the Confidential Information, nor register any part of the Confidential Information as a trademark, design, or model; (f) to limit disclosure of the Confidential Information within its organisation to solely employees whose duties justify the need to know the said information;

11.3 Neither the provisions of these GCP nor any disclosure of Confidential Information shall constitute transfer to the supplier of rights over or licence to use patents or patent applications or any other industrial or intellectual property rights relating to information, data, and results included in the Confidential Information.



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

## 12. Personal Data Processing

12.1 The supplier and Dinamic Oil undertake to collect and process the personal data which comes into their possession in accordance with EU Regulation 2016/679, for purposes relating to processing orders, and to fulfil any legal obligations, including tax or accounting requirements.

12.2 Further information on the protection of personal data processed by Dinamic Oil can be found in the data protection notice provided to the supplier, which is also available at <https://www.dinamicoil.com/it/area-legal/>

12.3 Each party will act promptly, whenever necessary, to provide the other with reasonable cooperation, information and assistance to enable such other party to fulfil the obligations provided for by applicable data protection legislation.

## 13. Compliance

### 13.1 Dinamic Oil:

- (i) is a company that operates in accordance with its own code of ethics and has, in compliance with the best principles of corporate governance and compliance, adopted an organisation and management model pursuant to Italian Legislative Decree 231/2001 (also known as a "Model 231") and a whistleblowing procedure, which are available at <https://www.dinamicoil.com/it/area-legal/>;
- (ii) actively promotes all practices aimed at reducing the environmental impact of its products, processes, and business activities, in compliance with environmental sustainability principles;

- (iii) is committed to pursuing sustainable development and integrating environmental, social, and governance (ESG) criteria into its activities, in line with best European practices and legislation on sustainability;
- (iv) undertakes to comply with key international environmental legislation, including but not only REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals), RoHS (Restriction of Hazardous Substances), POP's (Persistent Organic Pollutants – Stockholm Convention), and CBAM (Carbon Border Adjustment Mechanism), as well as all related regulatory updates and obligations arising from their implementation in the countries where the products are intended to be used, whether they are sold directly or indirectly through end-customers;
- (v) Although it is not listed nor does it act as a producer or direct importer of minerals, Dinamic Oil fully supports the purposes and objectives of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Regulation (EU) 2017/821, both concerning the traceability of the supply chain of what are known as "conflict minerals", i.e. tin, tantalum, tungsten and gold (referred to collectively as "3TG"). For this reason, Dinamic Oil is committed to promoting responsible and transparent business practices throughout the supply chain and requires its suppliers to:
  - a. adopt policies and procedures aimed at ensuring that the materials supplied do not come from conflict-affected or high-risk areas;





DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

- b. provide, upon request, declarations and documentation relating to the origin of the materials used, in accordance with the requirements of international legislation;
- c. undertake to impose these obligations on their subcontractors.

#### 13.2 The supplier:

- (i) is responsible for obtaining and paying for any licences, authorisations, permits, and approvals from any authority that are or may be necessary in order to conduct its business and maintaining them in force;
- (ii) undertakes to comply with all laws and regulations in force in all the countries in which it operates and to comply with international legislation;
- (iii) undertakes to operate in compliance with the principles set out in the Dinamic Oil Code of Ethics and Model 231;
- (iv) undertakes to send Dinamic Oil, whenever requested, a statement containing the declaration of origin of the goods, in accordance with the applicable EU or national legislation, and to inform Dinamic Oil in the event of changes thereto;
- (v) undertakes to clearly inform Dinamic Oil in writing of the potential hazards concerning the ordered items, in order to prevent accidents or harm to persons or property;
- (vi) undertakes to comply with all provisions concerning substances that are regulated and/or banned in the European Union;
- (vii) guarantees that none of the goods supplied under these conditions are subject to

restrictions or prohibitions under European Union regulations concerning sanctions against the Russian Federation, including but not only Regulations (EU) 833/2014 and 269/2014 and subsequent amendments and supplements thereto and comply with all applicable national and international laws and regulations.

#### 13.3 The supplier undertakes to:

- (i) refrain from any action that may breach any legislation, including foreign legislation, in the field of anti-corruption in the public or private sectors, competition, environment, labour, human rights, and safety at work. The supplier must also adopt an appropriate system of safeguards to prevent such breaches being committed;
- (ii) operate in compliance with the environmental laws and regulations that apply to both its business and to the goods/services supplied to Dinamic Oil;
- (iii) work actively with Dinamic Oil to gather and pass on data and information that is useful in order to check compliance and more generally for the purposes of environmental, social, and sustainability issues along the entire supply chain;
- (iv) comply with key international environmental legislation, including but not only REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals), RoHS (Restriction of Hazardous Substances), POP's (Persistent Organic Pollutants – Stockholm Convention), and CBAM (Carbon Border Adjustment Mechanism), as well as all related regulatory updates and obligations arising from their



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)

implementation in the countries where the products are intended to be used, whether they are sold directly or indirectly through end-customers;

- (v) the supplier warrants and represents that the goods supplied or to be supplied do not contain and will not contain for the entire duration of the supply any of the 3TG minerals or minerals from conflict areas. If at least one of these minerals is present in at least one of the products supplied, the supplier is required to provide Dinamic Oil with a updated reporting template ("CMRT Conflict Minerals Reporting Template"), which is available from the conflict minerals reporting template website [at : \(responsiblemineralsinitiative.org\)](http://responsiblemineralsinitiative.org).

13.4 The supplier is informed that, in the event of breach of any of the obligations set out above, Dinamic Oil may suspend any orders in progress with immediate effect and may withdraw from all orders and business relations with the supplier with immediate effect, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, simply giving written notice thereof, without prejudice to any claim for damages, whether existing or future.

#### **14. Applicable Law and Competent Authority.**

14.1 These GCP and the purchase orders are governed by Italian law.

14.2 For any dispute that may arise between the parties in relation to these GCP or to any individual agreement and which is not settled out of court, the Court of Modena will have exclusive jurisdiction. However, Dinamic Oil reserves the

right to apply, at its own discretion, to the court with jurisdiction where the supplier is based.

#### **15. Final provisions**

15.1 The forbearance by either of the parties of conduct by the other breaching the provisions of these GCP does not constitute a waiver of the rights arising from the provisions breached nor of the right to demand the exact performance of all the terms and conditions provided for herein.

15.2 Should any individual provision of these GCP be or become invalid, the remaining provisions hereof will remain valid.



DINAMIC OIL S.p.a.

Single-shareholder company

Via Togliatti, 15 – 41030 Bomporto (MO) (Italy)

Tel.: +39 059 812611 Fax: +39 059 812603

E-mail: [dinamicoil@dinamicoil.it](mailto:dinamicoil@dinamicoil.it)