

robans

GENERAL TERMS AND CONDITIONS OF SUBCONTRACTING WITH PERIODIC AND CONTINUOUS SERVICES FOR THE TEXTILE SECTOR PURSUANT TO LAW 192/98

WHEREAS

- a) the sub-supplier undertakes to carry out the following work on behalf of the customer: sewing of leather and/or fabric garments (or other specific work), following the instructions and technical specifications provided by the same customer, pursuant to Article 2, paragraph 5, letter a) of Law 192/98, when assigning the work orders, as better specified in sub-section 2) below
- b) the sub-supplier declares that it is able to perform such workmanship in a workmanlike manner on the basis of its own independent structure and production experience;
- c) the parties intend to regulate their relations by this framework agreement, in application of Law 192/98.

All of the above is hereby agreed and stipulated as follows:

- 1. The premises form an integral part of this writing.
- 2. In fulfilment of the provision set forth in Article 2 paragraph 5, letter a) of Law 192/98, the principal undertakes to provide the sub-supplier in writing (also by fax or other telematic means) with the processing instructions and technical specifications relating to the individual supplies, if possible together with the dispatch of the raw materials or semi-finished products to be processed, guaranteeing their compliance with the aforesaid technical specifications.
- 3. The agreed processing price is that resulting from the agreements established from time to time between the parties, in relation to the type of processing to be performed.
- 4. Obligations of the Parties. The sub-supplier undertakes to
 - a) Carry out and complete in a workmanlike manner, in compliance with the agreed time schedule, all jobs that will be requested of him during the validity of the present with prohibition of subcontracting to third parties.
 - b) Maintain, and thereby also guaranteeing the conduct of its own employees and/or collaborators in any capacity, the utmost confidentiality and secrecy with regard to any model, production process, materials used as well as with regard to any other data, information in any case received and/or received during the execution of this contract.
 - c) Promptly report all problems that may arise in connection with the execution of each individual order, including delays and/or postponement of delivery dates. The Sub-supplier acknowledges that:

d) The material that is supplied for the processing of the garments (leather, accessories, etc.) is the property of the customer; therefore, any leftovers, with the exception of offcuts, must be returned to ROBANS S.R.L.

e) Drawings, paper patterns, cutting bases, prototypes and samples in general, labels and all customised material are also the property of the undersigned and must be returned to the customer; it is forbidden to make copies of this material or to disclose it to third parties in any way.

5. As this is a continuous working relationship over time, the parties contractually agree to subdivide performance into batches corresponding to the work performed during each calendar month; therefore, the payment term is set at 30 days from the invoice date of the deliveries made in each calendar month as the balance of the batch processed in the corresponding month.

6. The sub-supplier undertakes to produce to the principal at the time of each payment the documentation proving this:

a) The regularity of existing employment contracts;

b) The payment of salaries;

c) The payment of social security and welfare contributions, through the delivery of the Single Document of Contribution Regularity (DURC) issued by the competent bodies;

d) The payment of withholding taxes on employee income and the payment of Value Added Tax (VAT), where applicable.

e) The fulfilment of all obligations regarding accident prevention and work safety, as provided for by Legislative Decree 81/2008.

7. The delivery of the processed goods shall be deemed to take place at the operational site located in Ponsacco (PI) Via Torino, 11 and shall take place within the term agreed by the sub-supplier to each individual order. However, this is without prejudice to the possibility of agreeing between the parties, always in written form, a delivery term for the processed goods that differs from that indicated above.

8. Checks for any apparent defects in the work performed shall be carried out by the client within 8 days of receipt of the goods and shall consist of a check of the same either by visual examination or with the aid of commonly used instruments. Within the same period, any objections shall be raised. This shall be without prejudice to the right of the purchaser to contest any hidden defects within 8 days of their discovery.

9. This contract is valid until revoked, to be communicated in any case with three (3) months' notice, except in cases of force majeure.

10. The sub-supplier accepts, subject to prior notice, access to its workshops by personnel appointed by the client for the control of the work; it also accepts access, also subject to prior notice, by any personnel of the client's quality certification bodies.

11. All disputes arising out of this contract and the individual supplies referable to it, including those relating to its validity, interpretation, execution and termination, shall be referred to a sole

arbitrator, in accordance with the Arbitration Rules of the Chamber of Commerce of Pisa, which the parties declare to know and accept in full. The arbitration shall be held in a ritual manner and according to law.

12. Express termination clause. This contract shall terminate, in addition to the provisions of point 9), in the following cases:

- a) The commencement of any insolvency proceedings against the principal or supplier.
- b) Breach of secrecy as referred to in pt. 4) b).
- c) Failure to pay invoices issued by the supplier in due time.

For all matters not expressly regulated herein, the provisions of the Civil Code relating to the type of contract recurring iter partes and the provisions of Law 192/98 shall apply.

Robans s.r.l.