

O-ITALY S.p.A. PURCHASE GENERAL TERMS AND CONDITIONS		take the necessary insurance policies at the Supplier's expense.	have the obligation to ensure that O-I can take possession of its property at any time by accessing the premises where it is stored.
1. APPLICATION	These general terms and conditions of purchase (the "General Terms and Conditions") shall, unless otherwise agreed in writing, apply to every purchase order ("Order") with the Supplier issued by O-I Italy S.p.A. and/or of its affiliates ("O-I"). By accepting an Order from O-I, the Supplier also accepts these General Terms and Conditions. The Supplier's general terms and conditions or any other agreement with O-I other than these General Terms and Conditions shall not be effective unless accepted in writing by an authorized representative of O-I. Acceptance or payment for goods or supplies ("Goods") or services ("Services") from the Supplier shall not be deemed acceptance of the Supplier's general terms and conditions.	6. INTELLECTUAL PROPERTY RIGHTS	8.5 The cancellation or termination of an Order or O-I's withdrawal from an Order, for any reason, (i) shall not entitle the Supplier to make any claim against O-I or bring any action relating to the payment of the price for the Goods or Services, or to claim Damages or other forms of compensation; and (ii) shall not affect any provision of these General Terms and Conditions, which shall continue to be effective (including clauses 4, 5, 6, 7, 8.3, and 9) even after such cancellation, termination, or withdrawal.
2. DELIVERY, TITLE AND RISKS	2.1 The Goods shall be delivered and the Services shall be rendered at the locations specified in O-I's Order. Unless otherwise agreed, title and risk shall pass from the Supplier to O-I upon delivery of the Goods (the "Delivery"). Delivery to O-I shall be deemed to have been made when the Goods have been completely and properly unloaded at the locations specified in O-I's Order. Any retention of title by the Supplier is excluded. 2.2 If the Supplier does not deliver the Goods or provide the Services within the agreed terms, in addition to any other rights or remedies available to it, O-I may terminate the Order. The Supplier must immediately notify O-I of its inability to supply the Goods or Services within the agreed terms and must take every effort to comply with the terms originally specified in the Order and any other terms agreed with O-I. Any additional costs incurred in order to comply with the originally agreed or redefined terms shall be borne by the Supplier. 2.3 The Goods must be accompanied by transport documents (including, <i>inter alia</i> , export licenses, certificates of origin, authorizations, etc.) and a delivery note specifying the details of the Goods and indicating the O-I Order number and any other information that O-I may request. All costs, fees, and/or taxes, including import/export taxes, must be paid by the Supplier prior to Delivery, unless otherwise agreed in the Order. The Supplier shall provide O-I with all assistance in obtaining any other documents that O-I may request. 2.4 A richiesta di O-I, il Fornitore sarà tenuto a raccogliere i propri imballaggi senza alcun costo aggiuntivo per O-I e a riciclarli e/o riutilizzarli in conformità con le Leggi applicabili. If recycling and/or reuse is mandatory under the applicable laws of the country where the Goods are to be delivered and/or used, the Supplier guarantees that the packaging of the Goods can be recycled and/or reused. At O-I's request, the Supplier shall be required to collect its packaging at no additional cost to O-I and to recycle and/or reuse it in accordance with applicable Laws.	6.1 "Intellectual Property Rights" means all patents, copyrights, trademarks, rights to designs or models, utility or ornamental, databases, industrial or commercial know-how, and all other intellectual property rights, registered or unregistered, in any country in the world, existing from time to time. 6.2 If the Goods are manufactured and supplied and the Services are rendered in accordance with O-I's designs or instructions ("O-I Designs"), or if the Supplier has provided O-I with a design or development service (the "Commissioned Designs"), all Intellectual Property Rights relating to, or otherwise arising from, O-I Designs and/or Commissioned Designs (collectively, the "Developments") shall be the exclusive property of O-I. Such Developments include any information, knowledge, ideas, designs, materials, or inventions of any kind and representations of ideas made by the Supplier (or its agents or employees) with respect to an O-I Order. 6.3 The Supplier shall, upon agreement and at O-I's expense, take all necessary steps to assign all Intellectual Property Rights in the Developments to O-I and shall at all times assist O-I in establishing and protecting such Intellectual Property Rights, including taking such actions and executing such documents as O-I deems necessary for that purpose. To the extent permitted by applicable law, the Supplier shall waive its moral rights in the Developments in favor of O-I and the O-I Group companies (and their successors) and third parties authorized by O-I to use the Intellectual Property Rights. 6.4 The Supplier warrants that no Intellectual Property Rights (including third-party rights) are infringed by the supply of the Goods or the performance of the Services by the Supplier or by the use of the Goods or Services by O-I. The Supplier undertakes to indemnify O-I and the companies of the O-I Group, upon simple request, with regard to actions relating to the infringement of third-party Intellectual Property Rights due to the use or possession of Goods or Services supplied by or on behalf of the Supplier. The indemnification shall include all Damages incurred by O-I and/or O-I Group companies involved in the action brought by third parties. 6.5 The Supplier shall promptly notify O-I in writing of any information at its disposal (i) regarding the use by third parties of Intellectual Property Rights belonging to or transferred to O-I under these General Terms and Conditions, and (ii) regarding any act or circumstance that may involve a violation of O-I's Intellectual Property Rights or give rise or may give rise to unfair competition. 6.6 If the Supplier becomes aware that a third party (a) claims, for itself or for others, Intellectual Property Rights belonging to or transferred to O-I under these General Terms and Conditions or (b) asserts the invalidity or unenforceability against itself of such Intellectual Property Rights of O-I or that there has been an infringement of third-party rights, the Supplier shall promptly notify O-I in writing and shall not make any comments to third parties. 6.7 O-I's Intellectual Property Rights, as well as the products, designs, documents, and all information provided by O-I to the Supplier (including copyrights thereto) shall remain the property of O-I or the respective O-I Group company. Their use by the Supplier shall be permitted only within the limits of the purposes of the relevant Order or other written agreement between the parties.	9. MISCELLANEOUS 9.1 O-I and the Supplier shall be considered independent contractors. If, under applicable law, the employment contract of an employee of the Supplier or its subcontractor, or the liabilities arising from such contracts, are transferred to O-I (or to a third party appointed by O-I) in place of the Supplier or create joint and several liability for O-I, the Supplier shall, upon simple request, indemnify O-I for all Damages and liabilities arising from such transfer or joint and several liability (including any Damages or liabilities relating to the termination of the employment contract with such person and the work performed up to the termination) and any additional costs due to such events. O-I shall be entitled to receive from the Supplier any communication relating to proof that the Supplier and its subcontractors comply with all the above. 9.2 The Supplier shall keep and, upon request by O-I, send the documentation relating to the Goods and Services supplied, including the documentation necessary to identify the Goods and their parts, for the period required by applicable laws and, in any case, for a period of at least ten years following Delivery, and shall ensure that its suppliers and subcontractors adopt the same measures. 9.3 O-I may, at its discretion, at any time, by sending a notice, assign/transfer an Order to any company in the O-I Group or oblige any company in the O-I group to pay for any Order. No other assignment, transfer, and/or obligation to pay for an Order is permitted without the prior written consent of the other party. The Supplier undertakes to assign to O-I the benefits deriving from the guarantees relating to the Goods that the Supplier receives from third parties. The Supplier may not subcontract the supply of Goods and/or Services without the prior written consent of O-I. The Supplier shall remain liable to O-I for the supply of Goods and/or Services relating to any assigned Order. 9.4 No delay or waiver by O-I in exercising its rights under the General Terms and Conditions, on one or more occasions, shall be relevant in subsequent circumstances or limit the subsequent possibility of exercising or enforcing O-I's rights. O-I shall be entitled to offset its claims and the claims of other companies in the O-I Group against the Supplier's claims. 9.5 Any modification to an Order shall only be effective if documented in writing and signed by O-I. This also applies to any modification or waiver of the written form requirement for changes. 9.6 If the General Terms and Conditions or part thereof are or become invalid or ineffective, the remaining provisions shall remain valid and effective. The parties shall replace the invalid or ineffective provisions with new provisions that pursue the same economic purposes originally pursued by the parties, within the limits permitted by law. 9.7 The relationship between each O-I Group company and the Supplier to whom these General Terms and Conditions apply constitutes a separate contract between the O-I Group company involved and the Supplier. 9.8 With reference to Legislative Decree 231/2001 and subsequent amendments and additions, concerning the administrative liability of Companies, the Supplier undertakes to: - comply with and ensure that its employees and/or agents and/or collaborators comply with the rules and principles contained in the Organizational Model, Management, and Control Model pursuant to Legislative Decree 231/2001 (the "Model") and in the Code of Ethics (and related documents) adopted by O-I Italy S.p.A., which can be viewed at the link: https://www.o-i.com/legal/legal-documents-europe/ - and to ensure that the above-mentioned parties refrain from committing the offenses provided for in the Model; - promptly inform O-I Italy S.p.A. in writing, for the attention of the Supervisory and Control Body (email address: odv.oitaly@o-i.com) of any violation of the Model and Code of Ethics (and related documents) that the Supplier becomes aware of - directly or through its employees, agents, and/or authorized collaborators - in the performance of the activities covered by this Order and which may result, even if only potentially, involvement of O-I Italy S.p.A. Any breach of the above obligations shall be considered a serious breach pursuant to and for the purposes of Article 1456 of the Italian Civil Code and shall entitle O-I Italy S.p.A. to immediately terminate the relevant Order.
3. PRICES AND TERMS OF PAYMENT	3.1 Unless otherwise agreed, the prices indicated in the Order include all costs, including those relating to Delivery and packaging. O-I shall make payments within the terms indicated in the Order. Invoicing shall not take place before Delivery or performance of the Services (except for advances agreed in writing with O-I). 3.2 Invoices must specify the O-I Order number, the Order line number, if required, the Order date, the Goods delivered and Services rendered, the Delivery date, and any other information that O-I may request. VAT, or other tax, must be shown separately.	7. CONFIDENTIALITY 7.1 The Supplier acknowledges that all information concerning the business of O-I or other companies in the O-I group (including the existence and terms of each Order) that is not in the public domain is confidential. The Supplier undertakes not to disclose such confidential information to third parties and not to use it for purposes other than the execution of the Order. 7.2 The Supplier shall not use O-I's name, trademarks, logos, signs, or Intellectual Property Rights, nor refer to its relationship with O-I, at any time (before, after, or during the execution of Orders) for promotional or other purposes, without O-I's prior written consent. 7.3 The Supplier represents and warrants that it complies and will comply with all obligations and meet all requirements incumbent upon it under the legislation on the processing of personal data and will not process personal data provided by O-I other than in execution of the Order and the instructions received from O-I.	
4. WARRANTIES	4.1 The Supplier warrants and represents that: (a) the Goods and Services will comply with the instructions provided by O-I with respect to the Order and all applicable Laws at the place of Delivery of the Goods or performance of the Services and in any other territory specified by O-I; (b) the Goods shall be free from defects and the Goods and Services shall not be deficient in quality and shall be fit for the purposes communicated by O-I to the Supplier expressly or impliedly; (c) no rights (including third-party rights) are infringed by the supply of the Goods or performance of the Services by the Supplier to O-I, or by the use of the Goods or Services by O-I. 4.2 Acceptance of late, incomplete, or defective deliveries, or payment of invoices, shall never constitute a waiver by O-I of its rights against the Supplier. O-I, even if required by applicable law, is not obligated to inspect the Goods upon Delivery. 4.3 If the warranty referred to in clause 4.1 is breached, O-I may request, at no additional cost: either the immediate replacement of the Goods, or a re-performance of the Service, or the remedy of the defect and the resolution of any quality deficiency. In urgent cases where the Supplier is unable to satisfy O-I's requests, O-I shall be entitled to repair or have repaired the Goods and/or resolve the problems relating to the Services itself, in each case at the Supplier's expense. Any other rights of O-I relating to the breach of warranty shall remain unaffected. 4.4 The warranty referred to in clause 4.1 shall be valid for 24 months from Delivery and, in the case of Services, 24 months from the performance of the Services, unless otherwise agreed in writing or unless a longer term is provided for in individual cases by applicable law or agreed in the O-I Order.	8. TERMINATION 8.1 O-I may cancel or terminate an Order, with immediate effect, by sending written notice (via certified email or registered letter with return receipt, preceded by email) if the Supplier violates the General Terms and Conditions and, despite being able to remedy the violation, fails to do so within 14 days of receiving the relevant notice to comply. 8.2 O-I may also cancel or terminate an Order, with immediate effect, by sending written notice (via certified email or registered letter with return receipt, preceded by email) if the Supplier violates clauses 2, 4, 5, 6, and 7 of the General Terms and Conditions (express termination clause). 8.3 Finally, without prejudice to any other rights under applicable laws, O-I may withdraw from an Order by sending written notice (via certified email or registered letter with return receipt, preceded by email), if: (a) the Supplier is unable to fulfill its obligations under the Order and/or the Supplier materially breaches the terms of an Order between the Supplier and O-I; (b) the Supplier is unable to pay its debts, is subject to enforcement proceedings, bankruptcy proceedings, liquidation, dissolution, seizure (not revoked within two months), or an application has been filed against it for any of the above proceedings, in any jurisdiction; (c) there is a transfer of ownership or control of the Supplier that O-I believes may materially affect the interests of O-I or any company in the O-I group. 8.4 Following the cancellation or termination or withdrawal from an Order, the Supplier shall: (i) reimburse O-I for all advance payments relating to Goods and Services not yet supplied; and (ii) return, upon request, any goods belonging to O-I. In the event that the Supplier is in default, O-I may, on the other hand, continue to possess and use the goods owned by the Supplier, which have been delivered to it by the latter, for the purposes for which they were originally intended, and such goods shall, at O-I's discretion: (a) returned to the Supplier (who shall be obliged to take delivery of them, at its own expense, within a reasonable time of O-I's request); (b) paid for within a reasonable time and thereby transferred to O-I's ownership. For these purposes, O-I shall have the right and the Supplier shall	10. GOVERNING LAW AND JURISDICTION 10.1 Unless otherwise agreed, the Order and the relationship between O-I and the Supplier shall be governed by the law of the country where the Goods are to be delivered or the Services performed. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and of any other convention relating to contracts or the international sale of goods shall not apply. 10.2 The Court of Busto Arsizio shall have exclusive jurisdiction over any disputes relating to each Order and/or the General Terms and Conditions (including disputes concerning the interpretation, execution, or termination of an Order). 10.3 "Applicable Laws" means all regional, national, and international laws, regulations, and rules applicable to the parties and circumstances in question, including customs approved by any governmental authority and all applicable customs.
5. LIABILITY AND INSURANCE	5.1 Upon simple request by O-I, the Supplier shall indemnify O-I and the companies of the O-I Group against any and all losses, costs, damages, expenses, and related liabilities (the "Damages") for breach of the General Conditions, including damages arising from product liability and/or actions resulting from personal injury or death. 5.2 The Supplier shall have adequate product liability insurance and shall provide the other insurance policies requested by O-I at the time of the Order, providing O-I with the relevant insurance policies. In the event of non-compliance, O-I may		For acceptance The Supplier 10 Pursuant to Article 1341 of the Italian Civil Code, the above clauses are specifically and expressly approved, in particular the following clauses: 8.3 b) withdrawal due to insolvency and/or proceedings against the Supplier; 8.3 c) transfer of ownership or control of the Supplier; 8.5 (i) actions or claims for damages by the Supplier following cancellation, termination of the Order or withdrawal by O-I; 10.2 Exclusive jurisdiction. For acceptance The Supplier