



GENERAL CONDITIONS OF PURCHASE

1. Definitions

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

- (a) "**Purchaser**" means the company Spin S.p.A., 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 Folli 50; tax reference, VAT No. and Company Registration No. 11185300156, on the Register of Companies of Milan; Milan REA No. 1443759 and fully-paid share capital of Euro 25.000.000;
- (b) "**General Conditions of Purchase**" means these general conditions of purchase that will apply to all future transactions between the Purchaser and the Seller, unless otherwise agreed in the Purchase Order or by contract;
- (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. 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 ten (10) 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 without any cost with informal notice to the Seller.

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 invoices shall contain a number, or reference, relating them to the relevant Purchase Order, the Purchaser's product code

if indicated in the Purchase Order, the quantity and a description of the Goods, the delivery terms, the date and reference of the delivery note, and the price per piece.

The Purchaser reserves the right to request cancellation of invoices not complying with the above conditions by notifying 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 unless otherwise provided in the Purchase Order.

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, shock, and so forth. The Goods must be packaged, wrapped, marked and otherwise prepared for delivery in a manner consistent with best commercial practice and appropriate to ensure their arrival, undamaged and with their quality unaffected, at destination. In the eventuality that is agreed a special packaging, better than the usual, 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 date of despatch, the names and addresses of both the sender and the recipient and the batch number of the Goods.

4.4 Without prejudice to the right of the Purchaser to accept the Goods, the Seller shall have sole liability for any damage to the Goods, due to packaging, numbering or labelling being defective, incorrect or inappropriate.

4.5 The Seller shall send to the Purchaser the Goods with the transport documents required by any applicable laws and regulations on which the Seller shall also indicate:

- (i) the number and the date of the Purchase Order; (ii) the code of the Purchaser if indicated in the Purchase Order; (iii) the complete address of the sender and of the recipient's warehouse; (iv) a detailed description of the Goods; (v) the total number of packages; (vi) the gross and net weight of the packages, each identified individually; (vii) the method of delivery; and (viii) the date of despatch.

The Seller will attach to these documents the certificate(s) of analysis and the Safety Data Sheet of the Goods.

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 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, complying with any applicable laws and regulations; the carriers and transportation used shall be suitable for the freight of such Goods.

5. Timing of Deliveries and Delays

5.1 The timings and delivery dates specified in the Purchase Order shall constitute an essential term for the benefit of the Purchaser.

5.2 In the event of deliveries made in advance, the Seller shall not be entitled to any further compensation or benefit of any kind, 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.

5.3 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.

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 to be sent within fifteen (15) working days from the discovery of defects in the Goods. In such circumstances, the Seller shall be responsible for collecting, at its own expense, the Goods that have been delivered and not accepted. After five (5) working days from the date of notification of non-acceptance of the Goods, the Purchaser, in case of inactivity of the Seller, will return the Goods to the Seller at the expense and risk of the latter.

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

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.

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 and certifies that the Goods shall be compliant with applicable laws and regulations regarding chemical substances and/or products.

7.4 The Seller further warrants and certifies that all the material indicated in the Purchase Order shall be compliant with any applicable law and regulations on product safety.

8. Surplus supplies

8.1 Subject always to clause 6 and unless otherwise agreed, the Purchaser shall pay the price of the Goods only for the quantities set out in 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 warehouse designated by the Purchaser.

10. Warranties

10.1 For the duration of the warranty set forth in the Purchase Order and in any case for the period required by any applicable law and regulations, the Seller warrants 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 and (ii) of high-quality manufacture, and free of any defects of design, materials, manufacture or operation.

10.2 The Purchaser shall inform the Seller in writing of any defect, deficiency or shortcoming in function of the Goods, within fifteen (15) working days from the discovery 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 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.

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 With reference to Goods (other than raw materials) not yet delivered by the Seller and without prejudice to the provisions in the preceding Sections 2 and 6 of this General Conditions of Purchase, the Purchaser shall be entitled to revoke the Purchase Order, 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. Insurance

14.1 The Seller shall be adequately insured as comparable to the best standards in the industry and shall provide the Purchaser, upon the Purchaser's demand, with suitable insurance certificates confirming the existence and suitability of those insurance 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, 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 (60) 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 indemnify and 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.braccoimaging.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 (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 and in relation to each Purchase Order, with exclusion of any competing or alternative forum.

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 (Packaging and Delivery. Consignments of Hazardous Goods), 5 (Timing of Deliveries and Delays), 9 (Transfer of Risk) 10 (Warranties), 13 (Revocation of Purchase Orders), 14 (Insurance), 16 (General), 19 (Express Termination Provisions), and 21 (Jurisdiction).	
Date	Signature and seal of the SELLER by way of approval pursuant to articles 1341 and 1342 of the Italian Civil Code