

SUPPLY AND FITTING AGREEMENT

This agreement is made

By and between

XXX, with registered office at _____, _____, n. __, registered with the Register of Enterprises of _____ n. _____, Fiscal Code _____, hereby represented by _____ (hereinafter the "SUPPLIER")

and

YYY, with registered office at _____, _____, n. __, registered with the Register of Enterprises of _____ n. _____, Fiscal Code _____, hereby represented by _____ (hereinafter the "PRINCIPAL")

whereas

- PRINCIPAL is interested in supply and fitting of _____ [insert the description of the object of the supply: i.e. furniture], at _____ [insert the place where the supply shall be performed];
- SUPPLIER has appropriate experience, technical skill, equipment and personnel to perform the supply under this Agreement.

Whereby it is agreed as follows:

Section 1

WHEREAS

The whereas and exhibits referred to in these terms and conditions are an integral part of this Agreement.

Section 2

SCOPE OF THE AGREEMENT

2.1 The SUPPLIER undertakes to perform the supply and fitting of _____ [insert supply description: i.e. furniture] (hereinafter the "Supply"), at _____ [insert the description of the work site where the supply must be performed] (hereinafter the "Work Site").

2.2 The Supply shall be performed in compliance with the terms and conditions of this Agreement and with the specifications indicated in the following exhibits:

Exhibit A: Project plan drawn up by the SUPPLIER;

Exhibit B: Supply Operating program drawn up by the SUPPLIER;

Exhibit C: Works general program drawn up by the PRINCIPAL;

Exhibit D: Unit Prices List;

Exhibit E: Offer.

[NOTE: the exhibits list is purely as an indication and it shall be amended/integrated on the basis of the covenant between the SUPPLIER and the PRINCIPAL, also in consideration of the fact that, for particular supplies, all the above exhibits are not requested. In case of addition/removal of the exhibits, if any, the sections of this agreement referring to such exhibits shall be amended accordingly].

2.3 In case of conflict between the provisions of this Agreement and the provisions of the exhibits under section 2.2, the provisions of this Agreement shall control. In case of conflict between the provisions of the exhibits, same exhibits shall control in the order stated at section 2.2 above.

Section 3 SUBCONTRACTING

- 3.1 The PRINCIPAL grants the SUPPLIER with the right to appoint subcontractors for the fitting of the Supply. The SUPPLIER shall be fully liable for all the activities performed by the subcontractors.
- 3.2 The PRINCIPAL may request the removal from the Work Site both of the SUPPLIER's or subcontractors' unfitted personnel; the PRINCIPAL shall notify the SUPPLIER in writing the reasons of such a request.

Section 4 CONSIDERATION

- 4.1 Upon execution of this Agreement, the estimated consideration for the Supply is _____ euros, plus VAT.
- 4.2 Should the PRINCIPAL request a sampling of the product/s of the SUPPLY, being in addition to the sampling supplied before the execution of this Agreement, the PRINCIPAL will bear the relating costs agreed with the SUPPLIER. Such costs will be added to the consideration set forth at section 4.1. The parties agree that, notwithstanding any supply of sampling by the SUPPLIER, article 1522 of the Italian Civil Code will not apply (sale by sample or type of sample).
- 4.3 The final consideration will be calculated on the basis of the items actually supplied, and with reference to the unit prices set forth in Exhibit D; such prices will remain fix and invariable during the term of this Agreement.

4.4 The unit prices set forth in section 4.3 will remain fix and invariable for 30 (thirty) days after the date of the minutes of the test concerning the Supply indicated at section 12.2, with reference to orders, if any, submitted for the completion of the Supply. After such a period, the SUPPLIER reserves the right to change the prices based on: quantity, delivery and fitting.

Section 5

PAYMENT AND INVOICING

5.1 The payment of the consideration under section 4 of this Agreement will be performed as follows:

- payment in advance of the 30% of the consideration [insert the different percentage, if any, agreed with the PRINCIPAL] at the date of the order;
- the remaining amount:
 - 30% upon delivery of the furniture which is the object of the Supply;
 - 30% at the completion of the fitting; [or, based on progresses of work ... on completion of a floor...etc.]
 - 10% in full settlement, upon execution of the minutes of the test under section 12.2.

5.2 In case of delayed payments, interests will be automatically charged on the due amounts at the rate provided by the Italian Legislative Decree n. 231/2002 (the interest rate of the BCE's primary refinance instrument, plus seven points).

Section 6

TRANSPORT, DELIVERY AND INSTALLATION

6.1 The consideration set forth at section 4 of this Agreement includes transport, delivery, fitting and packaging of the furniture and of any other item of the Supply.

6.2 Furniture and any other item of the Supply will be delivered free at destination at the Work Site or at any other place indicated by the PRINCIPAL, including the place indicated by the PRINCIPAL in case of temporary storage. The party agrees that the property in the furniture and in any other items of the Supply will pass to the PRINCIPAL upon delivery; the SUPPLIER's conventional guarantee will take effect with reference to the furniture and any other item of the Supply upon delivery. **[Insert where the SUPPLIER'S conventional guarantee terms and conditions can be found]**
----- sets forth the terms and conditions of the SUPPLIER's conventional guarantee. If the PRINCIPAL, for any reason, expressly requires temporary storage of the items of the Supply at a place other than the Work Site, indicated by same PRINCIPAL, all transport charges and the relative risks from the SUPPLIER's site to the above mentioned storage site and from the storage site to the Work Site, will be charged to the PRINCIPAL; all the charges and the risks related with the storage of the items of the Supply in the storage site will be charged to the PRINCIPAL.

6.3 The SUPPLIER will be fully liable for transport of the items of the Supply. The SUPPLIER must:

- (a) use vehicles being suitable and compliant with the applicable law, including the Highway Code;
- (b) use suitable packages to deliver the items of the Supply. The packaging shall guarantee the integrity of the items during the loading, the transport, the unloading and the handling at the Work Site.

6.4 With reference to section 6.3 above, and subject to the provisions of section 6.2 concerning the temporary storage at a place other than the Work Site, the SUPPLIER's shall hold harmless the PRINCIPAL from any liability arisen from the transport of the items of the SUPPLY. The SUPPLIER shall pay any fine for breaches of Highway Code by its employees.

6.5 The PRINCIPAL shall be liable for any damage whatsoever, which does not arise from SUPPLIER actions, including, but not limited to, thefts of the items of the Supply which occur after delivery at the Work Site or at any other place chosen by the PRINCIPAL, including the temporary storage site under section 6.2. As a consequence, the SUPPLIER shall not be liable for any delay, with respect to the agreed delivery terms, due to the necessity of replacing the items stolen or damaged after the delivery, and the PRINCIPAL shall not discontinue payments under section 5.1.

6.6 At the Work Site, the PRINCIPAL shall make available suitable accesses to download the furniture and any other item of the Supply, as well as suitable equipments for loading (e.g., freight lift and/or external loading crane). In the negative case, the SUPPLIER will charge the PRINCIPAL for any additional cost borne by same SUPPLIER.

Section 7

SUPPLIER BURDENS AND OBLIGATIONS

7.1 The following costs - already taken into account for the calculation of the consideration for the Supply - shall be charged to the SUPPLIER:

- (a) ***the workmanship - skilled or not - for loading, downloading, handling, and distribution at the site where the works will be performed and for installation of the items of the Supply;***
- (b) ***the board, lodging and travelling costs for the SUPPLIER or subcontractors' employees which perform their activity at the Work Site;***
- (c) ***the drawing up of the security plan (if necessary in relation with the Work Site and under the applicable law);***
- (d) ***the drawing up of the Supply operating Plan (Exhibit B), in compliance with the General work program (Exhibit C).***

7.2 The SUPPLIER - at its own expenses - must:

- (a) if necessary with reference to the Supply, draw up all the Project plans concerning the Supply (Exhibit A) within the terms set forth by the General work program (Exhibit C) and submit same Project plans to the PRINCIPAL. The SUPPLIER shall perform those amendments that the PRINCIPAL may require within ____ (_____) weeks **[insert the term agreed with the PRINCIPAL]** from the

date of the submission by the SUPPLIER to the PRINCIPAL of the Project plans, subject to the feasibility of such amendments and to the prior agreement between the parties about any change of the consideration with respect to the one set forth in the Offer (Exhibit E);

(b) perform the Supply in a professional way and complying with all the enclosed documentation;

(c) comply and have its employee working at the Work Site complying with: the laws concerning the safety at work, the safety and coordination plan (if required according to the type of the Work Place and by the applicable law), and all the regulations and rules concerning the site given in writing by the PRINCIPAL;

(d) grant the free access to the Work Site and the passing of any other supplier's employees performing works not included in the object of the Supply, and the passing of the persons directly acting for the PRINCIPAL, unless they do not interfere in the performance of the Supply by the SUPPLIER;

(e) deliver all the documentation concerning the Supply, the plans, if such plans are required according to the kind of same Supply, further to two copies of the project Plan, including related amendments, if any.

(f) perform the brief cleaning of the Work Site at the end of the works (to be indicated in the minutes of delivery at section 12.2). Should such a cleaning - upon PRINCIPAL's request - is daily performed, the PRINCIPAL undertakes to bear the relating costs.

7.3 The SUPPLIER undertakes:

(g) to avail itself of personnel duly employed and to comply, towards such a personnel, with all the obligations stated by law or by individual or collective agreements, taking the PRINCIPAL harmless from any charge or liability thereof;

(h) to be fully liable in case of personal injuries, illness or death of its employees, or of its subcontractors' employees, regardless from the fact that such events occur during the performance of the Supply or on the occasion of transfers, if any, from/to the Work Site, using Supplier's vehicles.

Section 8

PRINCIPAL'S CHARGES

The following obligations will be at PRINCIPAL's charge:

(i) the availability of documents, information and whatever is necessary for the performance of the Supply by the SUPPLIER, including the Works general program (Exhibit C);

(j) the availability of the working areas at the Work Site, free from obstructions and obstacles with reference to the performance of the Supply by the SUPPLIER;

(k) the appropriate protection of the floors existing at the time of the delivery and of the fitting of the object of the Supply. Should the arrangement of such a protection be expressly charged to the SUPPLIER, the related supplemental costs will be borne by the PRINCIPAL. Should the protection of the existing floors charged to the PRINCIPAL miss, or should the PRINCIPAL not expressly request the

SUPPLIER to arrange for such a protection, the SUPPLIER will be not liable for damages, if any, which should accidentally occur to the floors on the occasion of the delivery and fitting of the object of the Supply;

(l) the appropriate protection of the furniture and of the other items which are the object of the Supply, in case other suppliers' personnel operate in the Work Site (i.e. electricians, painters, etc.). The control over such a personnel is charged to the PRINCIPAL, and the SUPPLIER will not be liable for damages, if any, which should accidentally be provoked by third parties to the items of the Supply, subject to what stated under section 6.5;

(m) the availability in the Work Site of appropriate lifts (i.e. goods lifts and/or external cranes);

(n) the control of the items of the Supply upon delivery at the Work Site, and the signature of the relating delivery documentation;

(o) the appropriate storage and care of the delivered items, even in case of open Work Site, or at any other place indicated by the PRINCIPAL according to section 6.2. In case of theft or the like, section 6.5 applies;

(p) the availability to perform a preliminary recognition of the Work Site by the SUPPLIER. Should the PRINCIPAL consent to such a recognition, or in case of adjudication of the Supply before the building is build-up, the PRINCIPAL shall expressly grant the existence of the fitness requirements for the performance of the works which are the object of the Supply, and undertakes to bear charges, if any, caused by operating difficulties (of any kind) noticed by the SUPPLIER;

(i) the issue of returned notes with reference to furniture and the other items of the Supply which - by mutual agreement with the SUPPLIER - will be replaced in presence of evident defects, being understood that the missed arrangement of such notes will not allow the SUPPLIER to withdraw the goods.

Section 9

RESPONSIBLES OF THE SUPPLY

9.1 Each party will appoint, within 10 (ten) days from the date of this Agreement, its own Responsible of the Supply, adequately experienced, whose name will be communicated in writing to the other party.

9.2 Should one of the party change its Responsible, such a party shall preventively inform in writing the other party.

9.3 Any communication relating the performance of the Supply which is the object of this Agreement shall be exclusively addressed to the respective Responsibles appointed by the parties.

9.4 The Responsibles – within 7 (seven) days from the end of the fitting works concerning the Supply – shall meet for verifying the Supply, as stated by section 12.1.

Section 10

DELIVERY TERMS

10.1 The Supply shall be performed fully complying with the related Supply Operating Program (Exhibit B) and shall be completed within the terms stated in such a Program. Such terms can be

modified exclusively upon written authorization by the PRINCIPAL's Responsible, as a consequence of a written and justified request by the SUPPLIER's Responsible.

Section 11

WORKS PROGRAM

11.1 If the PRINCIPAL wants to modify the works general Program (Exhibit C), the SUPPLIER will have the faculty to accept or not the request of modification on the ground of the following criteria:

(a) the SUPPLIER will accept the requests of modification from the PRINCIPAL until the date of the so called "insertion" of the order, which means until the day on which the SUPPLIER orders the materials and starts the production of the object of the Supply. It is agreed that the delivery terms, as stated by section 10 of this Agreement, will be consequently prorogued in order to consent to the SUPPLIER to perform the requested modifications; it is also agreed that the PRINCIPAL will be charged with the modification of the consideration, if any, stated by section 4 of this Agreement, in connection with the requested modifications;

(b) after the "insertion" of the order, the SUPPLIER reserves to refuse the requests of modifications, being agreed that - should such requests be accepted - the SUPPLIER will have the right, as in the case sub (a), to the prorogation of the delivery terms stated by section 10 of this Agreement, in order to consent to same SUPPLIER to perform the requested modifications, further to the variations, if any, of the consideration stated by section 4 of this Agreement, being a consequence of the requested modifications.

11.2 If as a consequence of the modification requested by the PRINCIPAL according to section 11.1 of this Agreement, or for the delay by the PRINCIPAL in accepting the delivery by the SUPPLIER, same SUPPLIER has the necessity of storing the items of the Supply in its warehouses, the SUPPLIER will not charge the PRINCIPAL with any storage cost for the first 2 (two) days. From the third day on, the SUPPLIER will charge the PRINCIPAL with a daily storage cost of euro _____ (_____) [**insert the amount agreed with the PRINCIPAL**] for any occupied cubic meter.

Section 12

TEST OF THE SUPPLY

12.1 The Responsibles appointed by the parties shall jointly verify that the Supply has been performed in compliance with this Agreement and exhibits thereto, and, in particular, with the Supply Operating program (Exhibit B) and in the Project plans (Exhibit A).

12.2 At the end of the test operations under section 12.1, a specific minutes will be prepared by the Responsibles of the Supply within 7 (seven) days.

12.3 In case of negative result of the test under section 12.1, such a test shall be repeated within the next 30 (thirty) days, based on a written notice by the SUPPLIER to the PRINCIPAL.

12.4 In case of negative result also of the second test under section 12.3, the PRINCIPAL will the faculty of availing of the remedy stated by section 14.1 of this Agreement.

Section 13

FORCE MAJEURE - WITHDRAWAL

13.1 Should the execution of this Agreement be delayed, prevented or obstructed by circumstances beyond the parties' control, such an execution will be deemed as being suspended for a period equal to the duration of the circumstances of force majeure.

"Force Majeure" means any circumstance beyond the SUPPLIER's reasonable control and, therefore, by way of example, it includes: actions or omissions of governmental or public authorities, wars, revolutions, insurrections, civil disorders, strikes, lockouts or other union disputes, blocks, restrictions, interruptions in the supply of electricity or fuel, floods, natural disasters, epidemics and other circumstances beyond the SUPPLIER's control.

13.2 Should the suspension last over 30 (thirty) days, each party will have the faculty to withdraw from this Agreement, given written notice to the other party by registered letter with return receipt; in such a case, the PRINCIPAL will be committed to pay to the SUPPLIER exclusively the consideration for the portion of Supply performed up to the date of the date of the withdrawal.

Section 14

AUTOMATIC TERMINATION CLAUSE

14.1 Each party will have the faculty of terminating this Agreement, pursuant to article 1456 of the Civil Code, should even one of the following cases occur:

- (a) liquidation, adjudication into bankruptcy or adjudication into any other bankruptcy proceeding;
- (b) breach of the obligations under sections 2.1, 2.2, 5.1, 5.3, 6.3, 7.2, 7.3, 8;
- (c) negative result of the second test under section 12.4.

14.2 In case of termination of this Agreement as stated by section 14.1, the PRINCIPAL shall pay the Supply performed up to the termination date, subject to the compensation of the damages suffered by the not defaulting party. In any case, such a compensation cannot be higher than the consideration of the Supply under section 4.1 of this Agreement, except in case of fraud or gross negligence.

Section 15

MISCELLANEOUS

15.1 This Agreement supersedes any other prior agreement, oral or in writing, between the parties, in relation with its object.

15.2 Any integration or amendment to this Agreement and to the exhibits will be valid only if made in writing and approved by the parties' authorized representatives.

15.3 No term or provision of this Agreement can be intended as derogated, and no beach to this Agreement can be considered as consented, except in case such a derogation or consent are explicit and in writing.

15.4 This Agreement does not create any subordination, employment, or *joint venture* relationship between the parties, which remain independent in their respective organizations. Neither party can assume undertakings of any kind towards third parties on behalf of the other party.

15.5 With reference to the law in force protecting the personal data, the parties reciprocally declare that all their data will be used for the exclusive purpose of executing this Agreement or for complying with obligations stated by law.

Section 16
DISPUTES - JURISDICTION

Any dispute between the parties with reference to the interpretation, execution and/or termination of this Agreement, which cannot be amicable solved within 30 (thirty) days from its beginning, will be submitted to the exclusive jurisdiction of the Court of Milan.

Place and date

THE SUPPLIER

THE PRINCIPAL

Pursuant to articles 1341 e 1342 of the Civil Code, the parties expressly accept the following sections: 4.1, 5.3, 5.4, 5.5, 6.2, 6.5, 7.3, 10.2, 10.3, 13.1, 13.2, 16.

THE SUPPLIER

THE PRINCIPAL
