

**LETTER SENT TO OUTSOURCING OF PURCHASES**

Between the parties:

FITTINGS BROKERS, based in Padua, via Pontevigodarzere 140, VAT 04488460280, registered at the Chamber of Commerce of Padua No. REA PD. 393691, from now on to be referred to as "BROKER"

and

from now on to be referred to as "DEALER"

It is hereby agreed as follows:

1. The BROKER is responsible for the sourcing, at the request of the DEALER, of goods or services, through its staff, resources and expertise.
2. The DEALER is interested in the BROKER's activity of sourcing goods and / or services for his operational and / or production.
3. The order will be placed by sending a "request card", which will list the goods requested, the technical specifications and the quantities required by the DEALER; the BROKER will endeavour to source the request, and return the completed form.

The "request card", once signed, is binding: the DEALER thereby promises the purchase to the supplier, who is committed to providing the stated goods, at the price indicated.

4. Unless otherwise agreed, nothing is owed to BROKER for the activity of sourcing the goods, with the exception that any expenses incurred and recorded for sending any samples or prototypes, are borne by the DEALER.
5. The right to commission arises when the DEALER agrees and signs the "request card" sent by the BROKER; this commission will be paid in proportion to the type of payment arrangement with the vendor and when he sees the BROKER's invoice.
6. Unless otherwise indicated, the activity of the BROKER ends at the shipment port (FOB) in the case of goods, or delivery of work/labour or the provision of services.
7. The relationship between the DEALER and the BROKER is by its nature confidential and reserved; any conduct or misconduct of commercial competition between the parties will immediately end the contract and the BROKER can demand immediate payment of any commission to be matured (provided that the DEALER expressly agrees), except in the case of major damage for which the parties elect the jurisdiction the seat of the BROKER.
8. Unless otherwise agreed, this Agreement has no expiration date: any business is initiated by a request from the DEALER and ended as indicated in point 6.

DATE

THE BROKER

THE DEALER