



GENERAL SUPPLY CONDITIONS

1. GENERAL INFORMATION

The Purchasing Department must provide the SUPPLIER with all the necessary information to clearly define the requirements of the products to be purchased, without ambiguity or possible erroneous interpretations, including the documentation regarding GENERAL SUPPLY CONDITIONS and SUPPLY REGULATIONS.

When necessary and possible the purchase order must:

Unequivocally identify the characteristics and requisites;

- refer to well defined specifications, catalogues, drawings, technical specifications, regulations or other pertinent documents;

- when necessary, define verification, checking and testing methods with related tolerances, acceptance or rejection criteria and product qualification methods;

- define contractual terms not included in the general supply conditions.

1.1 Requisites and characteristics of the purchased product:

The products delivered by the SUPPLIER to the COMPANY must comply with the requirements of the specifications, drawings, technical specifications, etc., mentioned in the Purchase Order, which is the official contractual document that binds the two parties.

The SUPPLIER must request further details to the COMPANY if the requirements are unclear and insufficient.

The SUPPLIER is liable for any non-conformities of the provided products according to current regulations and the provisions of the general supply conditions.

1.2 Packaging and delivery method: The SUPPLIER must deliver packaged products, packed according to the methods specified in the Purchase Order or as per COMPANY specifications. Even if it is not specified, the package must always guarantee perfect conservation of the purchased product, both during transport and subsequent storage by the COMPANY, and must respect environmental compatibility and safety regulations.

The delivery must always be made by the Transporter specified on the Purchase Order.

2. GENERAL SUPPLY CONDITIONS

2.1 Contract conditions

2.1.1 The supply relationship is regulated by these GENERAL CONDITIONS and by the SUPPLY REGULATIONS, unless there are specific written exemptions or express modifications to the general conditions. If the general conditions are modified, they become valid once the SUPPLIER formally signs them.

2.2. Orders

2.2.1 Orders made by the CLIENT in writing, via telefax or verbally over the phone are always understood as integrated by the present GENERAL CONDITIONS and SUPPLY REGULATIONS.

The SUPPLIER's order confirmation must be sent to the CLIENT within 3 days from the date the order was received: sending this document implies the agreement to these conditions as applicable.

2.2.2 The technical features of the products included in the supply, specified by the CLIENT in the order (or in other subsequent documents), are part of the contract and are an essential element in compliance with article 1497 of the Civil Code.

2.2.3 The SUPPLIER cannot modify the technical specifications of the products included in the supply without the CLIENT's formal authorisation.

2.2.4 The CLIENT does not recognise written conditions or order confirmations or invoices from the SUPPLIER that have not been formally accepted by the CLIENT himself.

3. PROTECTION OF INDUSTRIAL PROPERTY, CONFIDENTIALITY AND EXCLUSIVITY

3.1. Documents, drawings, data and information (both physical and digital) that are provided to the SUPPLIER remain the exclusive property of the CLIENT.

Therefore, the SUPPLIER must not copy or divulge them to third parties and take the necessary measures with respect to their personnel to safeguard them.

3.2 The CLIENT is the owner of the drawings and any other document used by the SUPPLIER to create the product. The SUPPLIER agrees to identify and adequately preserve the materials and documents and to return them to the CLIENT once the supply relationship is terminated.

4. CONTRACT TRANSFER AND SUBCONTRACT PROHIBITION

4.1 The SUPPLIER cannot partially or fully transfer the purchase order to third parties (sub-contracting), without formal authorisation from the CLIENT.

5. DELIVERIES

5.1 The delivery deadline and the quantities listed in the order must be considered as an essential term in compliance with art. 1457 of the Civil Code. In case of a delay, the SUPPLIER must immediately contact the Purchasing Department and agree upon new terms.

5.2 If the delay lasts more than a total of 10 working days, without an authorisation (see 5.1), the CLIENT has the right to terminate the contract through a telefax communication. The CLIENT has the right to charge any verified damage.

5.3 In case of a delay, the CLIENT has the right to delay payment of the ordered products.

5.4 Partial variations or allocations are only admitted after formal authorisation by the CLIENT.

5.5 The SUPPLIER will state the reference to the order issued by the CLIENT on the delivery note. In addition, he will state the article code indicated by the CLIENT with the description of the goods. He will also specify if the delivery is "paid" or "on account".

6. PRICE AND PAYMENT METHODS

6.1 The agreed price cannot vary from the agreements.

6.2 The CLIENT will pay the SUPPLIER according to the methods and timelines specified in the Purchase Order.

7. TRANSPORT

7.1 Unless specified otherwise, the supply always travels on account, risk and danger of the SUPPLIER, even if the carrier was appointed by the CLIENT.

8. WARRANTIES

8.1 The SUPPLIER guarantees total conformity of the product to the technical specifications agreed upon with the CLIENT. The SUPPLIER also guarantees a state of the art supply and compliance with all the applicable technical regulations and laws and EEC Directives on the issue of Safety and environmental Compatibility.

8.2 The warranty of the supply for faults and defects (in compliance with art. 1490 of the Civil Code) and for proper operation (in compliance with art. 1512 of the Civil Code) lasts for 12 months from the date of delivery, unless otherwise agreed upon with the Purchase Department.

8.3 The CLIENT shall report faults or defects, absence of essential qualities or agreements, or malfunctions which can take place in a time that differs greatly from the date of receipt.

8.4 In view of the warranties listed above and according to the CLIENT's choice, the SUPPLIER must alternatively:

a) withdraw and repair or replace defective, inadequate or faulty products within 5 working days from the day the fault was notified. All return, repair or replacement costs are borne by the SUPPLIER. When applicable, and on the CLIENT's request, the warranty also covers products sold and delivered by the CLIENT to his own Customers.

b) acknowledge a reduction in the cost of the supply proportional to the defect and the damage caused. In case of controversies, the determination of the reduction is assigned to an expert chosen in agreement by both parties, or, in case of disagreement, to a single arbiter appointed by the Arbitral Council of the "National and International Arbitration Chamber" of Milan within 10 days from the request made by one of the parties.

8.5 The choice mentioned above must be notified to the SUPPLIER by the CLIENT within 30 days from the discovery of the fault or defect.

8.6 The SUPPLIER is liable for the defects of the supplied products (components or sub-systems) according to the obligations the CLIENT is liable for with regard to the consumer/final user in compliance with D.P.R. regulation no. 224/1988.

9. QUALITY IMPROVEMENT

9.1 As part of continuous improvement for Total Quality, the SUPPLIER agrees to ensure adequate measures for the implementation, preservation and continuous improvement of a company Quality System in compliance with the applicable Regulation from the UNI - EN - ISO 9000 series. The SUPPLIER agrees to cooperate with the CLIENT and come up with adequate Quality Improvement Plans. The CLIENT has the right to verify the actions undertaken by the SUPPLIER at any time.

9.2 The CLIENT and his Customers have the right to verify the conformity of the supply directly at the SUPPLIER or at the CLIENT during the receipt phase.

Under every circumstance, these verifications:

- a) do not free the SUPPLIER from the responsibility to provide products that comply with specifications;
- b) do not exclude future and justified rejections by the CLIENT and/or the final Customer;
- d) cannot be used as proof of the efficiency of the quality control performed by the SUPPLIER.

10. APPLICABLE LAWS

10.1 In addition to these general conditions, every supply contract is regulated by Italian law.

10.2 MILAN will be the sole exclusive jurisdiction. The CLIENT also has the right to intervene in the SUPPLIER's jurisdiction.

11. SUPPLIER ACCEPTANCE

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the SUPPLIER declares to have formally read and accepted all the clauses in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.