

## GENERAL SUPPLY CONDITIONS

These general supply conditions apply to all commercial relationships between Tecnosystemi S.p.a. Società Benefit, hereinafter '*principal*' and any other subject, hereinafter '*supplier*'.

The general supply conditions are effective on the supplier if it knows them or would have known them by applying normal diligence.

### 1. COMMUNICATIONS

**1.1.** The supplier undertakes to appoint a contact, whose name will be communicated to the principal, for the purpose of interfacing with the principal on any aspect of the supply relationship.

Each of the parties undertake to promptly communicate to the other any changes in their registered offices or email addresses.

### 2. METHOD OF SUPPLY

**2.1** The principal undertakes to send the supplier, by email, the necessary purchase or machining order forms describing the nature of the goods involved (principal's internal code and unequivocal description, in agreement with the supplier), the agreed price and delivery terms.

The form shall also give indications of the previously agreed terms of delivery and payment.

**2.2.** Through its own organisation and taking on the relative business risk, the supplier undertakes to supply the principal with goods manufactured to the highest standard and described on the purchase and/or machining order, and to closely observe the regulations and economic terms and conditions it contains.

**2.3.** The supplier shall accept orders with a written order confirmation within three (3) working days of receipt, indicating the predicted delivery date. If acceptance of the order is not communicated within the term of three days, it will be deemed to have been accepted in the form and with the contents indicated by the principal.

**2.4.** Once the delivery note has been issued, the supplier undertakes to send a copy to the principal exclusively to the email address [accettazionearrivi@tecnosystemi.com](mailto:accettazionearrivi@tecnosystemi.com).

**2.5.** The supplier undertakes to promptly advise the principal of any delays in delivery.

**2.6.** The goods shall be delivered by the supplier within the terms and in the places indicated by the principal on the relative order.

**2.7.** Unless otherwise agreed by the parties, transportation of the goods will be organised and carried out at the supplier's own risk until delivery is completed in the places indicated by the principal. Therefore, the principal declines any liability relating to transport, the means used, the itinerary and any higher costs that may derive from the choice of carrier.

**2.8** The quantities delivered by the supplier must correspond exactly to those ordered by the principal. Any tolerances or variations in the quantity delivered and the quantity ordered shall be requested beforehand and/or agreed in writing by the parties.

**2.9.** When executing the order, the supplier shall use prime quality materials (or those expressly indicated by the principal), and conform to the technical specifications and the manufacturing method agreed with the principal.

**2.10.** Subcontracting by the supplier to third parties is expressly prohibited without the previous written consent of the principal.

**2.11.** The supplier shall guarantee that the products observe the regulations, directives, laws and standards applicable in Italy and abroad on the subject of safety and environmental protection, and undertakes to provide the documentation proving such conformity.

**2.12.** The supplier shall observe the regulations, directives, laws and standards on the subject of safety, workplace accident prevention and environmental protection currently in force.

**2.13.** Prior to agreement regarding method and scheduling, Tecnosystemi reserves the right to carry out audits on the supplier's premises, also through an appointee.

### **3. CONSIDERATIONS - PAYMENTS**

**3.1.** Considerations due from the principal to the supplier arise from quotes accepted by the principal and properly endorsed on the purchase and/or machining orders.

**3.2.** The supplier's invoices will be paid according to agreement by the parties, properly endorsed on the purchase and/or machining orders.

### **4. CONFIDENTIALITY CLAUSE**

**4.1.** The supplier shall treat as confidential all information that comes to its knowledge regarding the principal's production processes, equipment and materials.

**4.2.** The supplier undertakes to guarantee that its obligations under clause 4.1 above are also observed by its partners, employees, consultants and anyone else directly or indirectly involved, including those not on the supplier's workforce.

### **5. INDUSTRIAL PROPERTY RIGHTS**

**5.1** Goods, data and information in any form whatsoever provided by the supplier to the principal shall remain property of the principal and the supplier will not be able to contest the use thereof, or in any case use them for its own purposes, as the supplier's considerations include the principal's property rights. According to their obligations under the supply agreement, each of the parties undertakes to observe the current regulations regarding copyright and other rights linked to their operations, with specific reference to Italian Law No. 633 of 22.04.1941 and later amendments and integrations.

**5.2.** When the products are exclusive or made to the principal's technical specifications, the supplier undertakes not to file any applications for patents for industrial inventions or models relating to the goods to be supplied, and to keep confidential the drawings it receives, assuming all consequent responsibility for failure to observe confidentiality or insufficient diligence in doing so.