

GENERAL PURCHASING CONDITIONS VER. 2, 06/09/2023

1) **Acceptance of general purchasing conditions.** The general purchasing conditions (hereinafter "GPC") established by CO.M.CE. Compagnia Montaggi Cesena S.p.A. with Sole Shareholder, Via Guido Marinelli, 6 – 47521 Cesena (FC) Tax Code, VAT Code and Member of Romagna Forlì - Cesena & Rimini Chamber of Commerce No.00368900403 (hereafter "COMCE") and accepted by the Supplier, will apply to all supply contracts even if not expressly mentioned in each individual Order. Any supply made by the Supplier will be taken as a tacit acceptance of these conditions as well as those specified in the Order. Only agreements expressly signed by COMCE will be considered as exceptions to these general conditions of purchase. If the Supplier has any general conditions, these will only be applicable on written acceptance from COMCE.

2) **Definitions.** For the purposes of these General Conditions of Purchase, the following definitions apply: Supplier: the subject identified in the Order; Order: written request from COMCE for the supply of Products; Open Order and/or Open Contract: order that requires subsequent specification of quantities and timelines; Products: parts, groups, sub-groups and assemblies intended for first use, loose or spare parts, as well as prototypes, semi-finished products, services, facilities, consumables, equipment, systems, machine tools, measuring instruments and everything else covered by the Order, including services or individual processes.

3) **Conclusion of the Contract.** The contract will be considered concluded when COMCE receives the Supplier's order confirmation, or when the Supplier has implemented the Order. Confirmation must be given within three working days of having received the Order. The Order and GPC will be deemed to have been accepted by the Supplier and the contract will be deemed to be concluded and binding, after 3 days without any written notice from the Supplier to the contrary.

4) **Product delivery times and delivery delays.** The delivery terms of Products indicated in the Order or otherwise agreed upon, are considered essential and binding, therefore no delays or deliveries other than those agreed upon will be permitted. If the Supplier cannot meet the essential delivery date indicated by COMCE, he must give written notice within 3 working days of registered receipt of the Order; failing this the deadline will be deemed as accepted and therefore binding and essential. Because of the essential nature of deadlines, whenever a delay occurs, without prejudice to the right to compensation for any additional damage, COMCE may at its discretion: a) procure the undelivered Products from other suppliers, at the requested price. In this case, this amount will be charged to the Supplier together with any additional costs incurred by COMCE in order to avoid delays to its customers or interruptions to work; b) terminate with immediate effect the Order related to the late delivery and other Orders in progress, by simply giving notice to the Supplier; c) accept the late delivery applying a penalty - immediately payable once payment has been sent of 0.7% for each calendar day of delay up to a maximum of 10% of the cost of the Order for the Product, notwithstanding the possibility of also charging the Supplier for damages and/or additional costs incurred by COMCE in order to avoid delays to its customers and/or interruptions of the work/contract. It is also understood that COMCE may consider not applying this penalty. COMCE will not accept goods delivered before the date indicated on the order if this involves an advance payment of the fees, unless specific written agreements have been made with COMCE's purchasing office.

5) **Delivery Location.** Notwithstanding what has been established by special INCOTERMS that may be accepted and agreed between the parties, the delivery must take place at the location indicated on the Order, with respective charges and expenses to be borne by the Supplier. Notwithstanding what has been established by special INCOTERMS, in the event of delivery to a place other than the manufacturer's plant, or a place which is agreed upon by the Parties, the Supplier shall be liable for any loss or damage to the Products caused by transport, including any reasons attributable to the carrier. Products will not be accepted by COMCE unless accompanied by a transport document or delivery note indicating the date, the Order number and the specification of the material as well as any other data requested by COMCE (e.g. test certificates, CE marking where required etc.).

6) **Product Features and Warranty.** The Supplier guarantees that all the Products supplied will be: a) fully consistent with the drawings, parts, samples and all technical indications provided by and/or to COMCE; b) made and done according to the industry standard and/or according to the technical data sheet when applicable; c) free from defects in design, workmanship or material; d) supplied with the best working techniques and/or with the most recent technologies available; e) suitable and fully functional for the purpose for which they are intended. COMCE reserves the right to refuse the Products, even after having received delivery, if they do not have the characteristics indicated or any other defects. No reject percentage/rate is allowed, unless specific agreements with the Supplier have been agreed to in writing. Any eventual decision by the Supplier to use, wholly or in part, one or more Sub-suppliers for the works assigned to it, must be communicated to COMCE. The Supplier shall demonstrate they have: evaluated the Sub-suppliers, checked their processes, and regularly monitor their output. In any case, the Supplier remains fully responsible to COMCE for the activities and supplies of its subcontractors.

7) **Checks, approvals and returns of Products to the Supplier.** COMCE will carry out or have carried out Product checks and, if successful, will express its satisfaction with the order. Products which are not accepted will be made available to the Supplier for examination and removal within a time period indicated by COMCE. If for whatever reason this does not happen, COMCE shall be entitled to ship the Products, with all costs borne by the Supplier and without any liability for damages or losses that may occur, charging the relative costs to the Supplier. Alternatively, COMCE may dispose of or scrap Products that are not accepted and/or are defective, charging the Supplier for the relevant costs.

8) **Guarantees for Non-compliant and Defective Products.** The Supplier guarantees that all supplied Products do not have faults and are free from conformity, design or manufacturing defects. A dispute can be raised at any time, before or after the possible use of the Product. For defects that have emerged during the delivery period of the Product to COMCE on its way from the registered office and/or factory and/or worksite, COMCE may choose to: (a) obtain, at the expense and risk of the Supplier, immediate replacement of the Products concerned or of the entire batch to which they belong; (b) reject, at the expense and risk of the Supplier, the Products concerned or the entire batch to which they belong; (c) recover, at the expense and risk of the Supplier, Products concerned with additional work in urgent cases or those where the Supplier is unable to provide an immediate replacement or in cases agreed with the Supplier. The above mentioned clauses referred to in letters (a), (b), (c), will have effect in as short a time as possible and in any case within 15 working days from the date of the written complaint of the non-conformity to the Supplier, unless it has been otherwise agreed in writing with the Supplier. For defects found in the period between leaving the premises and/or factory and/or building site on where the Product is used or its sale as a spare or loose part, and the expiry of the legal guarantee and/or its conventional guarantee to its own distributors and customers, COMCE will have the following rights: (a) to request the prompt and free replacement of defective Products, at the Supplier's expense, and in the event that the Supplier has not done so within fifteen 15 working days of the request COMCE shall have the right to charge the same price as the initial supply of aforementioned defective Products with an additional 3%; (b) to repair the defective Products charging the Supplier for the cost; (c) to charge the Supplier for the value of the defective Products, at the price for that time, in the event referred to in paragraph (a) that the Product is no longer of use to COMCE; (d) to charge the Supplier for the value of the Products which, on the basis of a sample examination has been found to be defective; this value shall be calculated on the basis of the price of the first supply, at the time of purchase with an additional 3% (except for any higher rate that may be agreed in an Order). COMCE shall in any case be entitled to make the aforementioned charge on the basis of quantities of Products presumed defective from the sample examination which will be carried out in the absence of the Supplier, if the latter does not attend a joint

examination within the specified time period. In each of the cases referred to in clauses (a), (b), (c) and (d), the Supplier will be charged the cost of disassembly and assembly, including transport costs, necessary to eliminate the defect, calculated on the basis of the costs incurred by COMCE and the hourly rates according to the market rates at the time, not to mention damages incurred from downtime. The above mentioned clauses in (a), (b), (c) will take place within twelve 12 months of the date of the written complaint to the Supplier. This is without prejudice to COMCE's right to obtain compensation for damages suffered including those resulting from urgent transport, testing, inspection, disassembly, replacement and reassembly of products or machinery components and costs of scrapping as a result of delays in delivery, faults, defects and non-conformity of goods or services covered by the Order. In the event that COMCE is sued for civil liability (including product liability) or contractual liability or is accused of violating legal requirements (e.g. safety, pollution, etc.) as a result of the defectiveness, non-conformity or unreliability of Products supplied, the Supplier will be obliged to hold COMCE free from liability and to pay compensation for any damage suffered COMCE. COMCE is obliged to inform the Supplier as soon as it has learned that the violation of the rule or the claim of its responsibility is based on defectiveness, non-conformity or unreliability of the Product supplied by the Supplier. Notwithstanding the above, the Supplier undertakes to take out and inform COMCE, at its own expense before supplying the Products, adequate insurance policies in favour of third parties in accordance with the risk practice of the sector in which it operates, which insure both parties against damage caused by persons and/or goods directly or indirectly connected to the Products including their production and marketing, during and after the end of this agreement. Alternatively, the Supplier will have the option of including COMCE as an insured/protected part of the policy (all risks) provided that the policy is suitable.

9) **Prices.** The established prices also present in the price lists are considered invariable for the entire course of the supply, even if there are increases in the cost of raw materials or labor as well as transport, freight, taxes and duties. Any exempt agreement must first be agreed and written within the text of the Order or otherwise be agreed in writing with COMCE. No payments will be made in excess of those provided for in the contract unless they have not been previously accepted in writing by COMCE.

10) **Confidentiality and Supplier's obligations.** The Parties acknowledge this clause supersedes any confidentiality agreements previously entered into by the Parties. The technical information communicated or available to the Supplier for the design, testing, development or production of a Product, its prototypes or equipment, remains the exclusive property of COMCE and may only be used for drawing up Orders. In relation to these, the Supplier, even after the termination of the supply relationship, is obliged to: - (a) keep them with the utmost care and confidentiality returning them to COMCE upon request; - (b) identify them as COMCE property in cases where COMCE has not done so; - not reproduce or copy them except within the limits expressly authorized by COMCE and not transmit or disclose their contents to third parties; - not file patents or other industrial property rights, which, even if deposited, must still be transferred as exclusive property to COMCE; - (c) not produce or have produced and/or supply to third parties, for any reason, directly or indirectly, for use in production or as spare parts, Parts designed or produced using the Technical Information referred to above, in the event that this could compromise industrial property rights and reserved industrial know-how; - (d) directly fulfil and/or have fulfilled obligations arising from this article to any third party who has Technical Information, with the consent of COMCE, as part of the execution of the Order. The Supplier declares that he has correctly fulfilled all requirements relating to remuneration and social security of his personnel. The Supplier also undertakes to indemnify and hold COMCE free of liability from any cost or damage arising from any disputes and claims that may arise with employees of the Supplier, or any sub-suppliers, either with social security institutions and / or any other authority. The Supplier undertakes, at COMCE's request, to deliver suitable and updated documentation confirming regular contributions and salaries. The Supplier is aware that COMCE has adopted and implements an Organisation, Management and Control Model pursuant to Legislative Decree no. 231/2001. 231/01 (hereinafter referred to as "Model 231"). The Supplier declares to have read and understood the Code of Ethics and Model 231 of COMCE as available on the website www.comce.it and undertakes to adhere to the principles and to respect its contents and procedures, in general, refraining from any unlawful conduct as indicated in Legislative Decree 231/01 and its subsequent amendments and additions. It also undertakes to respect and ensure that any of its collaborators respect the principles contained in the above documentation and the behavioural protocols provided for by our organisation pursuant to Legislative Decree no. 231/2001. No. 231/2001. Violation of the rules set out in the above-mentioned documents shall constitute a serious breach of contract. The Supplier hereby indemnifies COMCE for any penalties or damages that may be caused to the latter as a result of the violation of the aforementioned documents by the Supplier or any of its employees.

11) **Cancellation Clause.** COMCE may terminate with immediate effect the Order to which the violation refers and all Orders with the Supplier, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, by giving written notice in the event of violation or non-compliance by the Supplier of any of the obligations, commitments and warranties referred to in clauses no. 4, 5, 6, 8 and 10 of the GPC. This will be done without prejudice to any compensation for damages.

12) **Applicable Law and Competent Courts.** These general conditions and Orders with the Supplier are subject to Italian law. Any dispute arising in relation to the Orders and these General Conditions will be under the exclusive jurisdiction of the Courts of Forlì, Italy.

13) **Privacy.** The Parties mutually undertake to process directly and/or incidentally known personal data in the execution of the contract, in compliance with current legislation on the protection of personal data. "Current legislation" refers to Regulation (EU) 2016/679 on the protection of individuals with regard to processing personal data as well as the free movement of such data, the relevant Italian legislation on adaptation and measures adopted by the Competent Authority for the protection of personal data. The content of this contract and the information that the Supplier will receive by means of this contract are to be considered confidential and therefore not to be disclosed for any reason to third parties, except as necessary for the appropriate execution of this contract and subject to express legal obligations. The Supplier therefore undertakes to carry out all activities aimed at preventing the abovementioned information from being acquired by third parties or disclosed to third parties in any way. The Supplier undertakes in any case to communicate to COMCE, promptly and in writing, the occurrence of any event that may give rise to the disclosure of confidential information.

The privacy policy for the Supplier is available on the COMCE website www.comce.it .

For approval and acceptance of the above general conditions

Stamp and signature Place and date _____

Pursuant to and for the purposes of article 1341 of Italian Civil Code and subsequent articles, the following clauses of the general conditions are specifically approved: 3 (Conclusion of Contract); 4 (Timescales for Products Delivery and Delays in Delivery); 6 (Product and Warranty Characteristics); 7 (Product Checks, Approvals and Return of Products to Supplier); 8 (Guarantees for Non-compliant and Defective Products); 12 (Applicable Law and Competent Courts).

Stamp and signature Place and date _____