

	<b>General Terms &amp; Conditions of Purchase</b>	T&CofP
		Form 8.4.9 Rev. 2 of 05/11/25

Drafted by: <b>QUALITY ASSURANCE</b>	Verified by: <b>QUALITY MANAGER</b>	Approved by: <b>MANAGEMENT</b>	
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**ESSETI MECCANICA DI PRECISIONE S.p.A.**

# GENERAL TERMS & CONDITIONS OF PURCHASE

## REVISION STATUS

Rev.	Date	Revision Description	Drafted by	Approved by
2	05/11/2025	New general revision of the contents	QUALITY MANAGER	MANAGEMENT
1	20/01/2025	Update due to change of the company name of ESSETI from S.r.l. to S.p.A.	QUALITY MANAGER	MANAGEMENT
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### 1. SCOPE

- 1.1. These General Terms & Conditions of Purchase (hereinafter also "GT&Cs") apply to all Supplies of a Good or Service or Work (hereinafter also "Supply" or "Supplies") made by a Contractor (hereinafter, the "Supplier") to ESSETI MECCANICA DI PRECISIONE S.p.A., with registered office at Via Statale Sud, 163 – 41037 Mirandola (MO) (hereinafter, "ESSETI" or the "Purchaser") and form an integral part of any Contract/Purchase Order even if not materially attached thereto.
- 1.2. In the context of these GT&Cs, the term "Products" refers to the goods and/or services and/or works that are the subject of the individual ESSETI Purchase Order (hereinafter, "Order"), by way of mere example, raw materials, components, machinery, tools, hardware, software, spare parts, equipment, heat and surface treatments, surface finishing processes, welding, chemical analyses, tests on materials at external laboratories, destructive or non-destructive tests and instrument calibration.
- 1.3. In the context of these GT&Cs, the term "Technical Specifications" indicates the contractual conditions set by ESSETI regarding the technical characteristics of the Products such as, by way of mere example, functions, quality and measures, including calculations and project drawings.
- 1.4. The GT&Cs, together with the Purchase Order, the particular conditions contained in the Purchase Order and/or in the documents as well as in the Technical Specifications referred to therein constitute the full discipline of the Contract between the Supplier and ESSETI, replacing any other and/or different terms and/or conditions in conflict with that contained in any General Conditions of Sale adopted by the Supplier or proposed by it verbally or in writing and not expressly accepted in writing by ESSETI.
- 1.5. Any modification of these GT&Cs must be agreed upon between the Parties, as well as accepted and confirmed in writing by ESSETI in the Purchase Order.

### 2. ENTERING INTO THE CONTRACT

- 2.1. ESSETI sends the request for a Quote to the Supplier together with the technical specifications, if necessary in relation to the type of supply, and its own GT&Cs.
- 2.2. Before sending the Quote, the Supplier is obliged to report any need for variation with respect to that prescribed by the technical specifications referred to in the request made by ESSETI.
- 2.3. After receiving the Supplier's Quote, ESSETI sends its Purchase Order, valid as a contractual proposal, in which the GT&Cs are referred to, or any exceptions thereto if agreed between the Parties, as well as the Technical Specifications and any other document useful to supplement the contractual conditions.
- 2.4. The Contract will be entered into only following the receipt by ESSETI of the Order Confirmation, valid as acceptance by the Supplier provided that, for the purposes of Article 1326(5) of the Italian Civil Code, it complies with the corresponding Purchase Order and the technical specifications referred to therein, as well as the GT&Cs signed by the Supplier for acceptance pursuant to Article 1341(2) of the Italian Civil Code.
- 2.5. The Order Confirmation and signed GT&Cs must be sent in writing and be received by ESSETI no later than 3 days from the sending of the Order. Failing this, once the aforementioned term has elapsed without the Supplier having sent the relative documentation, ESSETI may revoke the Purchase Order without charge.  
ESSETI may revoke the Purchase Order, without bearing any costs, even in the event that the Supplier sends an Order Confirmation that does not strictly comply with the corresponding Purchase Order and/or the technical specifications referred to therein.  
This is in any case without prejudice to a different written agreement between the Parties.

- 2.6. The Supplier may not, unless otherwise agreed in writing with ESSETI, begin to execute the Contract before the signing of the same.
- 2.7. Unless otherwise agreed in writing with the Supplier, ESSETI may, at any time and without charge, cancel any Purchase Order and return any products already delivered with credit for the relevant price.

### 3. PRODUCT DELIVERY METHODS AND TERMS

- 3.1. The delivery methods and terms are indicated in the Purchase Order and considered peremptory, essential and mandatory in the interest of ESSETI, also pursuant to Article 1457 of the Italian Civil Code.
- 3.2. Unless otherwise established in the Purchase Order, the delivery of the Products takes place according to the DDP Incoterms 2020 ICC formula for exchanges with a Supplier from a non-EU country and according to the DAP Incoterms 2020 ICC rule for exchanges with a Supplier from a country of the European Union, at the delivery address indicated in the Purchase Order.
- 3.3. Partial deliveries or deliveries split across several distinct shipments over time are allowed only if previously authorised in writing by the Purchaser. If done without written authorisation, the Supplier may be considered in default, as better specified below.
- 3.4. In the event of non-delivery within the period set in the Purchase Order or of any partial, multiple or unauthorised delivery, ESSETI may, at its sole discretion, in any case demand delivery of the products or consider the Contract terminated by law pursuant to Article 1457 of the Italian Civil Code.
- 3.5. If ESSETI intends to demand delivery of the Products, as a whole or for the missing part, it must notify the Supplier within 7 days of the expiry of the delivery term. In this case, the Supplier is in any case required to pay in favour of the Purchaser a penalty for the delay in the fulfilment of an amount equal to 1.5% (one point five percent) of the total price of the products ordered, less VAT or other equivalent tax, for each day of delay. Pursuant to Article 1382 of the Italian Civil Code, the Purchaser's right to compensation for further damage remains unaffected.
- 3.6. If, in the aforementioned communication, the Purchaser grants the Supplier a new term for delivery of the Products, as a whole or for the missing component, and the Supplier does not comply with it, ESSETI has the right to consider the Contract terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code. The Supplier must, in this case, provide at its own expense for the collection of any products delivered in part and will be required to pay in favour of the Purchaser a penalty for non-compliance amounting to 100% (one hundred percent) of the total price of the products ordered, less VAT or other equivalent tax. Pursuant to Article 1382 of the Italian Civil Code, the Purchaser's right to compensation for further damage remains unaffected.
- 3.7. 3.7 In the absence of the communication referred to in the previous point 3.5 by the Purchaser, the Contract will be considered legally terminated pursuant to Article 1457(2) of the Italian Civil Code. The Supplier will be required to pay in favour of the Purchaser the penalty for breach of an amount equal to 100% (one hundred percent) of the total price of the products ordered, less VAT or other equivalent tax pursuant to Article 1382 of the Italian Civil Code. The Purchaser's right to compensation for further damage remains in any case unaffected. The Supplier must also collect any products delivered only in part, at its own expense.
- 3.8. In the event of early delivery with respect to the term indicated in the Purchase Order, without written authorisation from ESSETI, the latter has the right, at its sole discretion, to refuse early delivery, with the obligation for the Supplier to arrange at its own expense for the storage and custody, as well as for the collection of the products delivered in advance, or to accept the delivery made in advance without being authorised in writing. In the latter case, however, the payment terms and conditions will not be changed with respect to that indicated in the Purchase Order.

#### 4. CONDITIONS OF PRODUCT DELIVERY AND PACKAGING

- 4.1. Unless otherwise stated in the Purchase Order, the Products must be packed at the Supplier's care and expense. The Supplier is obliged to pack and label the products in full compliance with the Technical Specifications and Italian and international standards applicable to the storage and transport of the Products. The type and packaging material must be suitable for the products being supplied as well as for the intended means of transport.
- 4.2. In any event, unless otherwise indicated by the Purchaser, on the packaging of the Products, the Supplier must indicate in a visible manner its company name, the Order number, the type and quantity of the Products, the Supplier's product code and the product code shown in the Purchase Order, details of origin of the Products, the place of delivery, the Purchaser and the recipient if not the actual Purchaser.
- 4.3. Notwithstanding the foregoing, the Supplier must, in any case, pack and label the Products according to all the specific methods that may be indicated in the Purchase Order and in such a way as to ensure that the Products are protected from risks of damage and/or insulated against risks of damage to property and/or persons.
- 4.4. The risk for damage to and/or loss of the Products is transferred from the Supplier to the Purchaser only at the time of delivery of the same in accordance with the Incoterm referred to in these GT&Cs.
- 4.5. The supply of the Products always travels at the expense and risk of the Supplier, even when the carrier has been chosen by the Purchaser. In the event that the products are lost or damaged during the transport phase, the Supplier must immediately replace them at its own expense and expense.
- 4.6. In any case, the Supplier shall be responsible for any damage or loss of the Products after delivery, if resulting from insufficient or defective packaging.
- 4.7. Given the obligations referred to in this article for the Supplier, the latter is obliged to indemnify and hold harmless the Purchaser from any sanction, claim, request for compensation or any other charge, without exclusion, arising from the failure by the Supplier to comply with the aforementioned obligations.

#### 5. DOCUMENTATION AND CERTIFICATIONS RELATING TO THE PRODUCTS ORDERED

- 5.1. The delivery of the products must be accompanied by a due Transport Document which must bear, in addition to all the details prescribed by law, the Order identification number and date, the internal Client Order batch of ESSETI, the complete code (P/N) of the possible extension of the modification, the precise description of the material delivered, the quantity delivered and the reference details of the ESSETI Transport Document in the event of products for job processing, the reference to any certificates required in the Purchase Order (such as a Material Analysis Certificate for complete supplies and/or Declaration of Conformity and other documents proving the conformity of the delivery).
- 5.2. Any supply of the Products must also be accompanied by:
  - All documents certifying the quantity, origin, quality, controls and reserve measures that the Supplier has carried out or that have been completed by certified Organisations at its request in relation to the products covered by the Purchase Order;
  - Certificates of Conformity, analyses or original tests, which may be sent together with the products delivered or even prior to the delivery of the Products by email;

- Any certificates required by applicable regulations along with any documentation specifically requested in the Purchase Order.
- 5.3. It is understood that the Purchaser's signing of the Transport Document does not amount to unreserved acceptance of the Products and therefore any remedy, with no exclusion, established in favour of the Purchaser against the delivery of Products that do not correspond to the Order and/or that are compromised and/or missing from that requested and/or with malfunctioning qualities.
- 5.4. The delivery of the Products must be considered completed when the goods subject to the Order are delivered, in compliance with the delivery terms set out in the Purchase Order, accompanied by the documentation and/or certification required in the Purchase Order and/or due by law and/or indicated in these Purchase Conditions. Lacking or merely partial delivery of the documentation and/or certification required and/or due is equivalent to failure, due to being incomplete, to deliver the Products. In this case, the provisions referred to in points 3.4, 3.5, 3.6 and 3.7 above shall apply.

## 6. PRODUCTS DELIVERED IN EXCESS

- 6.1. If the quantity of the Products delivered by the Supplier differs, in excess, from that ordered by the Purchaser, the Supplier must, at its own expense, immediately collect the excess Products, the value of which cannot be charged to ESSETI.
- 6.2. The risks of loss and/or deterioration and/or damage of the excess Products will remain the sole responsibility of the Supplier, who will also remain solely responsible for any damages deriving from them.
- 6.3. The Supplier accepts that the Purchaser has, at its sole discretion, the right to purchase and therefore retain, in whole or in part, the Products delivered in excess.

## 7. PRODUCT CHARACTERISTICS AND CONTROLS

- 7.1. The Products must be supplied in compliance with the directions given by ESSETI in the Purchase Order and/or in the Technical Specifications and/or in another document specifically approved in writing by the Purchaser.
- 7.2. The technical specifications of the products requested by the Purchaser in the Purchase Order or in another document concerning the products covered by the supply form an integral part of the Contract and constitute essential qualities pursuant to Article 1497 of the Italian Civil Code.
- 7.3. The Supplier, taking into account the technical specifications requested by the Purchaser, may not make any changes to the products of the supply without the prior written authorisation of the Purchaser. Any requests for derogation from the technical specifications by the Supplier along with any changes to the production cycle used for the manufacture of the Products must be approved in writing by the Purchaser. Failing this, the Contract will be considered terminated by right pursuant to Article 1456 of the Italian Civil Code.
- 7.4. The Supplier, subject to appropriate notice by the Purchaser, authorises the latter, directly or through third parties appointed by the same, to have access to documentary information relating to the supply, to carry out checks and/or tests and/or inspections at the Supplier's plant(s) and guarantees to obtain the same authorisation from its subcontractors at any level of the supply chain where the goods are produced or services are performed, in order to allow the Purchaser to verify the status of the Orders, the suitability of the equipment used by the Supplier or any subcontractor, the management of the production capacity, as well as the production processes



- and the possession of adequate technical skills for the construction and/or production of the Products, as well as to carry out extraordinary periodic audits.
- 7.5. In any event, the Supplier will be fully responsible for the quality and/or conformity of the Products sold and/or performed, exempting the Purchaser from any verification and/or control before their use.
- 7.6. In no case shall the acceptance by the Purchaser of the Products delivered by the Supplier release the latter from responsibility for the non-compliance of the Products with the technical specifications nor regarding the presence of faults and/or defects.
- 7.7. The Purchase Order may state that the products are subject to testing or checks by ESSETI or by third-party companies appointed for such purpose by the Purchaser, at the site of the Supplier or the Purchaser itself.
- If the Purchase Order establishes that the Products are subject to testing or checks by ESSETI at the Supplier's site, the Supplier must notify the Purchaser via written communication sent by certified email that the products are ready for the testing or checks. In this case, the delivery terms indicated in the Purchase Order must be understood as the final terms within which the Supplier must prepare, for testing or checks, the products compliant that requested by ESSETI in the Purchase Order.
- If the Purchase Order establishes that the products are subject to testing or checks by ESSETI at its own site, the delivery terms indicated in the Purchase Order must be understood as the final terms within which the Supplier must deliver, for testing or checks, the products compliant with that requested by ESSETI in the Purchase Order.
- 7.8. If the products do not pass the testing or checks, the Supplier is required, at the sole discretion of ESSETI, to promptly replace or carry out works on them so that they comply with that requested by ESSETI in the Purchase Order. ESSETI may also decide to carry out an internal reworking process to make the product compliant with its requests. In any event, the implementation and costs of such replacements or works, even if carried out directly by ESSETI, remain the sole responsibility of the Supplier.
- 7.9. Upon the positive outcome of the testing or checks of the products, either at the Supplier's or Purchaser's site, the Purchaser will issue a Positive Test Report, which does not exclude the application of any Warranties provided in favour of the Purchaser, regardless of the nature of any defects and/or shortcomings in quality and/or malfunction of the Products. The Purchaser reserves the right to apply the penalty referred to in point 3.5 for any consequent delay accrued by the Supplier, resulting from the aforementioned replacements or operations, with respect to the terms of delivery set in the Purchase Order.
- 7.10. It is expressly agreed that the issuance of the invoice as well as the subsequent payment of the price of the products is subject to the positive outcome of the testing or checks, therefore, after the payment terms indicated in the Purchase Order in favour of the Purchaser without the testing or checks having been successful, even in the presence of unauthorised issuance of an invoice, ESSETI may refuse to make payment until such outcome is reached, without the Supplier being able to object.
- 7.11. If the Supplier is not able to achieve the positive outcome of the testing or checks of the Products ordered by ESSETI, the latter may notify the Supplier in writing to comply within 15 days of receipt of the relevant notice by communicating that, after this period has elapsed unnecessarily, the Contract will be considered terminated by law pursuant to Article 1456 of the Italian Civil Code. In the latter case, the Supplier will be required to pay to the Purchaser the penalty for non-fulfilment of an amount equal to 100% (one hundred percent) of the total price of the products ordered, less VAT or other equivalent tax. Pursuant to Article 1382 of the Italian Civil Code, the Purchaser's right to compensation for further damage remains unaffected.
- 7.12. ESSETI's right to accept the Product in the event of slight non-conformity remains unaffected.

### 8. PROPER FUNCTIONING WARRANTY

- 8.1. Pursuant to Article 1512 of the Italian Civil Code, the Supplier guarantees the proper functioning of the Products for a period of 24 (twenty-four) months from their implementation and in any case no later than 36 (thirty-six) months from delivery.
- 8.2. If, during the warranty period, any failures or malfunctions of the products or their individual components are found, or any defects of the same products or their individual components such as to render the products unsuitable for the purpose for which they are intended or to achieve the results requested by the Purchaser, the Supplier undertakes to replace or repair – at the sole discretion of ESSETI – the products or their individual components. In any case, the right of the Purchaser to compensation for damages caused by failures, malfunctions or defects of the products or their individual components covered by this obligation is reserved.
- 8.3. For the purposes of this Warranty, the Purchaser is obliged, under penalty of forfeiture, to notify the Supplier in writing of any defects in the Products within 60 (sixty) days from their discovery. Pursuant to Article 1512 of the Italian Civil Code, the enforcement of the Warranty is prescribed within 6 months of such discovery.
- 8.4. The Supplier is required, no later than 15 (fifteen) working days from the date of receipt of the Purchaser's complaint, to intervene to inspect the products. An inspection report will be drawn up and signed by the Parties, which will define the times that the Supplier must comply with for the replacement or repair of the Products or their components.
- 8.5. The obligation deriving from this Warranty is fulfilled by the Supplier when the Products or their individual components are replaced with others that are fully functional or otherwise suitable for achieving the required results and have the same characteristics as those covered by the Purchase Order, or when they are repaired in such a way as to return them to the state of efficiency that they must maintain throughout the Warranty period.
- 8.6. In the event of replacement carried out by the Supplier during the Warranty period, the Warranty governed by this article applies to new Products or components, with effect from the date of replacement.
- 8.7. If the Purchase Order concerns a batch of Products and the complaint made by the Purchaser is related to even one of the Products of that batch, the obligations and charges set by this article shall apply under the Terms & Conditions set out therein, to all the Products of the batch.
- 8.8. Until the complete fulfilment of this Warranty obligation by the Supplier, the Purchaser has the right to suspend the payment of the price or other sums due to the Supplier.
- 8.9. In the event of non-compliance by the Supplier with this Warranty obligation, ESSETI may notify the Supplier in writing to comply within 15 days of receipt of the relevant notice, stating that after this period has elapsed without effect, the Contract shall be deemed legally terminated pursuant to Article 1456 of the Italian Civil Code. In the latter case, the Supplier will be required to pay to the Purchaser the penalty for non-fulfilment of an amount equal to 100% (one hundred percent) of the total price of the products ordered, less VAT or other equivalent tax. Pursuant to Article 1382 of the Italian Civil Code, the Purchaser's right to compensation for further damage remains unaffected.



### 9. OTHER WARRANTIES

- 9.1. The Supplier guarantees to be in possession of valid authorisations and/or licenses and/or clearance and/or mandatory authorisations, in accordance with the law, issued by the competent Authorities for the purpose of manufacturing and/or marketing the Products referred to in the Purchase Order.
- 9.2. The Supplier expressly guarantees that the products are delivered free of liens or other encumbrance, as well as from the constraint of reserved domain, and that they are not manufactured and sold in violation of any industrial or intellectual property rights of third parties.
- 9.3. The Supplier also guarantees the conformity of the Products supplied with that indicated in the Purchase Order and/or in the Technical Specifications and/or authorised in writing by the Purchaser, as well as compliance with the regulations and standards in force in the country in which the Product to be supplied is delivered or returned to ESSETI and in any other country in which the Supplier has been informed that the supply shall be shipped or used, responding to the consequences deriving from the delivery of Products that prove to be otherwise.
- 9.4. The Supplier also guarantees the conformity of the Products with all regulations in force in Italy and in the European Union, with particular reference to the safety of the products, exempting the Purchaser from any duty or prejudice.
- 9.5. The Products received by ESSETI, regardless of the declarations on the transport and delivery documents, are always accepted subject to verification of the delivery terms, the quantity, quality, presence or otherwise of apparent and/or hidden defects (which may be contested even after the terms set by the Italian Civil Code), even if the Products delivered have already been put into processing and/or the relative invoices have already been paid.
- 9.6. Without prejudice to the provisions of the previous article, the Supplier also guarantees that the Products are immune from any defects and/or shortcomings in the quality promised or essential, such as to render them unsuitable for the use for which they are intended, pursuant to Article 1490 et seq. of the Italian Civil Code, and guarantees that they comply with the technical specifications referred to in the Purchase Order and/or attached thereto and/or authorised in writing by the Purchaser.
- 9.7. In order to enforce the remedies referred to in Articles 1492 et seq. of the Italian Civil Code, the Purchaser is obliged, under penalty of forfeiture, to notify the Supplier in writing of any defects in and/or shortcomings in the quality of the Products within 60 (sixty) days from discovery. Pursuant to Article 1495 of the Italian Civil Code, this action is prescribed within 1 year of delivery.
- 9.8. If requested by ESSETI in the complaint referred to in the previous paragraph, the Supplier undertakes to replace or repair or rework, at the Purchaser's sole discretion, the products with defects and/or shortcomings in the promised or necessary quality. The Supplier is required, no later than 15 (fifteen) working days from the date of receipt of the Purchaser's complaint, to respond to the non-compliance and to intervene, if requested by the Purchaser and within the times indicated by the same, for the replacement or repair or reworking of the Products or their components.
- 9.9. All costs for the collection, repair or replacement remain at the expense of the Supplier, along with any other damages suffered by ESSETI that the Supplier is required to compensate.
- 9.10. If the Supplier does not comply for any reason with the obligation to replace or repair or rework the Product, making it comply with the Purchaser's requirements, within the terms indicated by the same, the Contract shall be considered terminated by law pursuant to Article 1456 of the Italian Civil Code.
- 9.11. In the event of termination of the Contract due to the Supplier's non-compliance with the Warranty obligation referred to in Article 1490 of the Italian Civil Code, as well as in cases of the Supplier's non-compliance with the further obligation for replacement, repair or reworking referred to in point

9.8 above, the Supplier will be required to pay, in favour of the Purchaser, the penalty for non-compliance amounting to 100% (one hundred percent) of the total price of the Products referred to in the Purchase Order, less VAT or other equivalent tax. Pursuant to Article 1382 of the Italian Civil Code, the Purchaser's right to compensation for further damage remains unaffected.

## 10. SUPPLIER OBLIGATIONS AND LIABILITY

- 10.1. Where the Purchase Order and/or the Technical Specifications require compliance with Standards outlining the requirements applicable to the Product, these shall be deemed as referring to the version in force on the date of issuing the Purchase Order. The Supplier is required to verify the validity of the Standard (in its current version) and comply with the requirements, expressed therein, in the supply of the Product.
- 10.2. The Supplier further undertakes to comply with the following obligations:
  - With regard to substances and/or mixtures falling within the scope of the European REACH and CLP Regulations, the Supplier undertakes to comply with all applicable obligations, including mandatory communications to the Purchaser (per the REACH declaration) as a professional user of the aforementioned substances and/or mixtures. Likewise, for each chemical product, substance and/or mixture supplied, the updated Safety Data Sheet must be provided in the format required by law, in Italian and/or English, with a declaration that the product or substance supplied complies with current EU directives;
  - With regard to the supply of Electrical and Electronic Equipment (EEE), pursuant to the RoHS Directive 2011/65/EU, the Supplier is required to draw up a specific certification, being the RoHS Certificate.
- 10.3. All documents and/or communications referred to in this article must be delivered together with the supply of the Products or sent to ESSETI prior to delivery.
- 10.4. The Supplier expressly declares and confirms that it does not use any of the materials defined by applicable law as "Conflict Minerals" for the production of the Products pursuant to these GT&Cs and any other agreement between the Parties, undertaking to carry out appropriate due diligence on its supply chain to guarantee this measure. If the Supplier or one of its subcontractors uses any of the "Conflict Minerals", it must immediately notify the Purchaser.
- 10.5. The Supplier, which operates in the Aerospace & Defence sector, at its own expense, must ensure strict compliance with current national and international regulations on import, export and/or retransfer, applicable to Products classified as "armament" or "dual use" materials. The Supplier acknowledges that these regulations impose restrictions on the import, export or retransfer to third parties of certain categories of goods. Any licenses and authorisations may be requested by the competent national and international authorities before these goods are imported, exported or retransferred to third parties. The Supplier likewise acknowledges that such licences and authorisations may impose further restrictions on the use of these goods.
- 10.6. The Supplier undertakes:
  - To carry out the processing operations or tests required in compliance with the applicable standards, the Purchase Order and/or the Technical Specifications;
  - To carry out the required processing operations, without making any changes or alterations that have not been expressly authorised by ESSETI;
  - To promptly inform ESSETI's Quality Control Department or the contact of reference regarding any damage/defects detected on the parts during the material receiving phase, prior to carrying out the required work operations;

- To promptly inform ESSETI's Quality Control Department or the contact of reference about any damage or loss caused to the materials received to perform the work and/or to the instruments received to perform the required calibration operations;
  - To take all precautions for the prevention, detection and elimination of foreign objects during the processing and handling of products. Any substance or object foreign to the product that could result in any damage or unsuitability for use is considered a "foreign body", such as lubrication oils, packaging material residues, chips, burrs, residues from liquid penetrant testing, flux residues from welding process;
  - To identify and carefully manage all the assets owned by ESSETI provided for job processing or for use;
  - To qualify, at the request of ESSETI, the process relating to the execution of the Service/Work entrusted and to qualify the respective personnel;
  - To deliver to ESSETI, depending on the Service/Work provided, all the inspection reports (for example: dimensional, hardness test, PT, etc.) and all required final inspection certificates, the calibration certificate/report that must include the identification of the laboratory equipment/standards used and the calibration data detected in the event that the calibrated articles have been found to be out of tolerance (being "as-found" condition), the test and analysis reports drawn up on standard formats and approved during the first qualification phase, with such documents having to be provided upon delivery of the Products or upon return of the processed material and anticipated by email;
  - To employ competent personnel with the relevant education, training, skills and experience and possessing a level of professionalism appropriate to the activities that must be carried out and that affect the safety and conformity of the Product/Service. The Supplier further ensures that its personnel are aware of the importance of their contribution to the compliance and safety of the Product/Service as well as the commitment to observe ethical behaviour. The Supplier guarantees that the personnel it shall assign to carrying out the Services are, and will remain for the entire period of contractual effectiveness, qualified as suitable for the work to be carried out;
  - To deliver to ESSETI all the documents, of any type, required in the Purchase Order and/or in the Technical Specifications.
- 10.7. During the execution of the Services/Works, the Supplier undertakes to scrupulously observe all legislative and regulatory provisions applicable to conducting the Service/Work entrusted and in particular undertakes:
- To assume all the responsibilities related to the Services/Works entrusted to it and guarantees to have specialised personnel at its disposal, suitable for the task;
  - To implement, for the provision of the Service, all the technical, organisational and equipment measures provided for or prescribed by the current accident prevention regulations, both for the safety and hygiene of the work of its technicians and labourers, and for the safety of people, plants and things of ESSETI or third parties in compliance with the applicable legislation;
  - To maintain in force for the entire duration of the Order and the Contract, the insurance policies that the Supplier has declared to possess and which it has, where appropriate, given a copy to ESSETI, and those possibly stipulated at the request of ESSETI;
  - To report any variation with respect to the information provided to ESSETI regarding the ownership of its company, its shareholding structure and/or company organisation;
  - To ensure that the personnel they will utilise for executing the Services/Works is, and will remain for the entire period of contractual effectiveness, in compliance with the provisions of the law on remuneration, contributions, tax, welfare and insurance, on foreign workers, as well as with all current legislation on subordinate, para-subordinate or collaborative employment

relationships, with reference not only to the laws but also to the Regulations and the national collective bargaining agreement and other collective agreements;

- To ensure that its personnel are aware of the importance of their contribution to the compliance and safety of the Product/Service as well as the commitment to observe ethical behaviour;
  - To guarantee that the personnel it shall assign to carrying out the Services are, and will remain for the entire period of contractual effectiveness, qualified as suitable for the work to be carried out.
- 10.8. The Supplier undertakes to appoint its own contact person in relations with ESSETI, available for the entire duration of the contractual relationship whose name must be communicated in writing before the start of the Service.
- 10.9. If called upon to provide one or more Services/Works at ESSETI's plant, laboratory, warehouse or offices, the Supplier undertakes:
- To ensure that its employees comply with the company regulations and safety procedures of ESSETI;
  - To comply with all precautions and prohibitions in force to prevent fire hazards;
  - To assume sole responsibility for claims and damages of any kind, directly or indirectly caused by its employees and its activities to employees and/or property of ESSETI, or third parties present, expressly relieving and holding ESSETI harmless from any and all liability, costs, charges or claims of third parties in this regard.
- 10.10. The means of lifting, handling and, more generally, all equipment required by the Supplier for the provision of the Service/Work will be made available at the Supplier's expense, which guarantees their full suitability for the use for which they are intended. These means must, for the entire duration of the activity and/or the Order and/or the Contract, be fully compliant with the regulations in force. It is expressly forbidden for the Supplier to use the means and/or equipment owned by ESSETI.
- 10.11. The Supplier further undertakes to promptly notify ESSETI in writing, in any case no later than three days from the moment it becomes aware thereof, regarding the possible occurrence of disputes/irregularities in tax matters concerning it, as well as of any dispute (even if only threatened) in relation to the obligations referred to in this Article.
- 10.12. The Supplier further undertakes to promptly communicate in writing to ESSETI, in any case no later than three days from receipt, regarding any assessment or complaint for omitted or irregular contribution of which the Supplier should be the recipient.
- 10.13. In the event of non-fulfilment by the Supplier of any of the obligations referred to in this Article, the Contract shall be considered terminated by law pursuant to and for the purposes of Article 1456 of the Italian Civil Code. The Supplier expressly undertakes to indemnify and hold ESSETI harmless from any and all liability, which the latter may incur as a result of the Supplier's non-compliance with the obligations referred to in this Article.

Consequently, the Supplier expressly undertakes to accept compensation for any and all damages suffered by ESSETI and in general by third parties, in relation to the Supplier's non-fulfilment of the obligations referred to in this Article.

### 11. ADDITIONAL SUPPLIER OBLIGATIONS

- 11.1. The Supplier additionally undertakes to retain for at least 40 years and to exhibit to ESSETI, at its request or at the request of ESSETI's customers, documentary evidence of all inspections, also referring to subordinate suppliers, relating to:

- The Quality documentation system (by way of mere example, any regulations, procedures, instructions or third-party certifications);
- The process (by way of mere example, process data sheets, third-party certifications relating to the processing or processing object of the Order);
- The Products (by way of mere example, intermediate and/or final quality checks, test reports or any type of test performed on the product supplied).

All documents referred to in this paragraph must be kept in paper and electronic registers and be managed and protected with appropriate technical and organisational security measures.

- 11.2. The Supplier expressly undertakes to indemnify and hold ESSETI harmless from any and all liability, which the latter may incur as a result of the Supplier's non-compliance with the obligations referred to in this Article.

Consequently, the Supplier expressly undertakes to accept compensation for any and all damages suffered by ESSETI and in general by third parties, in relation to the Supplier's non-fulfilment of the obligations referred to in this Article.

### 12. QUALIFICATION OF SUPPLIERS

- 12.1. ESSETI reserves the right to subject the Supplier to the qualification process of its Supplier Register.
- 12.2. The initial qualification of a new Supplier is carried out using the methods described in the current ESSETI pro tempore Quality Management System Procedure. In cases where the product category so requires, the Supplier is invited to forward to ESSETI, immediately or at the same time as the initial qualification, the documents relating to external or internal validations or certifications of its production processes (such as applicable heat treatment cycles, NDT instructions, calibration methods and the like) and of the personnel qualified to carry out the processes.
- 12.3. At least once a year, the Suppliers' performance is evaluated by ESSETI's Quality area in terms of compliance with the clauses expressed in these GT&Cs, conformity of the Products/Services purchased and timeliness of deliveries. These assessments are used to determine the Supplier's risk to ESSETI's customers and to decide whether to reconfirm the Supplier for the following year.
- 12.4. In the event that a qualified Supplier has several production sites, it undertakes to provide Products/Services from the site (or sites) qualified by ESSETI.
- 12.5. In addition, the Supplier is required to notify ESSETI of any significant changes or modifications regarding its quality system, third-party certifications, as well as any validation renewals or certifications of products, processes and personnel. In addition, the Supplier undertakes to notify ESSETI of any changes that may have a significant impact on the structure of the organisation/administration and any changes to the company name.
- 12.6. In the event of deviations from the objectives and requirements mentioned above, ESSETI reserves the right to exclude the Supplier from the list of approved suppliers.



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### 13. AUDITING RIGHT OF ESSETI

- 13.1. ESSETI reserves the right to verify, at any time and by any reasonable and suitable means, including carrying out inspections at the Supplier site and/or at the places of production and/or at the places of execution of the Services/Works, the Supplier's compliance with the provisions of these GT&Cs, for the entire duration of the Contract and even beyond, up to three months after its termination.
- 13.2. Without prejudice to the foregoing, in order to verify compliance by the Supplier with the provisions of these GT&Cs, ESSETI may, at any time and at its discretion, request the Supplier the following documentation by sending a specific written request:
- An updated copy of the document attesting to regular contributions (Consolidated Document of Contributory Regularity or DURC), issued by the social security and insurance institutions, referring to the entire contribution position of the Supplier;
  - A specific declaration in lieu of a deed of notoriety pursuant to Article 76 of Presidential Decree 28/12/2000 no. 445 with which the Supplier declares under its own responsibility that it is in compliance with welfare and social security payments payments (National Institute for Insurance against Occupational Accidents, National Social Security Institute Construction Fund);
  - Any other documentation specifically requested by ESSETI and certifying, as far as relevant in relation to the Services/Works entrusted, the fulfilment of the obligations established by the labour laws and/or the payment of social contributions and salaries due in relation to the employment relationships with the Supplier's personnel (including, by way of example, the Unified Employment Ledger, the payment slips certifying the payment of the salaries of the employees assigned to the Services entrusted and the F24 forms declaring payments made to the competent bodies);
  - Any other documentation deemed useful by ESSETI.

The Supplier must fulfil ESSETI's request without delay and in any case within 15 days from the request.

In the event of failure to transmit the documentation detailed above within the terms provided and/or failure to complete the settlement of payments due by the Supplier, ESSETI may terminate the Contract pursuant to Article 1456 of the Italian Civil Code, by registered letter or by certified mail, without prejudice to compensation for damages.

- 13.3. It is understood that the failure to exercise the right to verify the Supplier's correct fulfilment of the legal contribution and remuneration obligations, as well as the positive outcome of any checks carried out by ESSETI pursuant to this Article and any payment for the Products and/or Services by ESSETI, may not affect in any way the right of the latter to be indemnified if disputes are subsequently raised against ESSETI, meaning, among other things, any payments of ESSETI made by the same, always with reservation.
- 13.4. The Supplier also expressly acknowledges that ESSETI's non-exercise of the right to be indemnified, along with the non-exercise of the right to terminate the Contract, cannot in any way be understood as a waiver by ESSETI of the exercise of the same rights.

### 14. PROHIBITION OF APPOINTING SUB-SUPPLIERS AND SUB-CONTRACTORS

- 14.1. The Contract for the supply of the Products and/or the execution of the Services may not be sub-contracted or entrusted to third parties, even partially, without the express prior written authorisation of ESSETI.



- 14.2. In the event of authorisation granted by ESSETI in the forms and methods described above, the Supplier undertakes to guarantee the timely flow-down of the requirements of the ESSETI Order and to ensure that any sub-supplier/sub-contractor complies with all requirements of these GT&Cs, also pursuant to and for the purposes of Article 1381 of the Italian Civil Code.

## 15. PRODUCT PRICES

- 15.1. The Prices agreed to for the Products and/or Services provided are indicated in the Purchase Order and are understood to be fixed and not subject to revision.
- 15.2. Unless otherwise agreed in writing between the Parties, the Price indicated in the Purchase Order is expressed in euro and is net of VAT.
- 15.3. Unless otherwise agreed in writing between the Parties, the price of the Products and/or Services is inclusive of the costs of testing, assembly, installation, packaging and, if specifically agreed in writing, transport.

## 16. INVOICING

- 16.1. For the purpose of payment of the Price, the Supplier may issue the invoice relating to the Products covered by the Purchase Order upon delivery of the same. If the Supplier has been authorised in writing by ESSETI to split the delivery of the Products into several phases, an invoice must be issued for the total at the time of the last scheduled delivery or for part thereof at the time of each individual delivery, as agreed in writing between the Parties.
- 16.2. If the products are tested or checked, the Supplier may issue an invoice only after issuing the positive Test Report.
- 16.3. The invoice must be consistent with what was ordered and delivered, issued in accordance with the law and contain the following data: details of the Transport Document; identification number and date of the Order; description, quantity and unitary price of the Products; identification number of the Products assigned by the Supplier; identification number of the Products shown in the Purchase Order; bank details in the name of the Supplier at a banking institution in Italy for the purpose of making payments. The invoice must also be accompanied by a copy of the Test Report.
- 16.4. The Supplier is always obliged to send to the Administrative Offices of ESSETI, within the first days of the month following the month in which the invoices were issued, a statement of the invoices issued, separately for each due date.
- The unique identification code for receiving invoices in electronic format is A4707H7.
- 16.5. If the Supplier does not comply with the requirements referred to in this Article, ESSETI will have the right to suspend the payments due to the Supplier, until the latter has fully and correctly fulfilled them, without this resulting in the accrual of any interest and/or penalties against ESSETI.

## 17. TERMS AND METHODS OF PAYMENT

- 17.1. Payment of the Price for the Products and/or Services provided shall only be made following the issuance of a regular invoice that complies with the provisions of the previous Article. Payment shall be made within the period indicated in the Purchase Order, starting from the date of issue of the invoice, by bank transfer to the Supplier's bank account with a bank in Italy, which must be indicated on the invoice.
- 17.2. The Supplier acknowledges that ESSETI has the right to suspend or delay the payment of the Price in the event of faults, defects, discrepancies, malfunctions of the Products and/or Services,

in the event of breach by the Supplier of the requirements set out in these GT&Cs and the Purchase Order, in the event of issuance of an unauthorised invoice for failure to achieve positive testing results, as well as in the event that any third party makes any claim directly against ESSETI dependent on the obligations, or connected to the obligations, borne by the Supplier by law and/or by contract.

- 17.3. In any case, full or partial payment of the price does not amount to unreserved acceptance of the Products and/or Services provided, therefore, any remedy, none excluded, issued in favour of ESSETI against the delivery of Products that do not correspond to the Purchase Order and/or of Products that are defective, non-conforming, malfunctioning and/or lacking in quality remains unaffected.
- 17.4. Pursuant to Article 1252 of the Italian Civil Code, the Supplier acknowledges to ESSETI the right to offset the sums due to the Supplier by way of payment of the price with those due by the Supplier to ESSETI by way of penalties and/or for the charging of expenses, costs or duties pursuant to these GT&Cs and/or the Contract.

### **18. PROHIBITION OF TRANSFER OF THE CONTRACT AND CREDITS**

- 18.1. It is expressly forbidden for the Supplier to transfer all or part of the Contract to third parties, without the prior written consent of ESSETI. In the event of an authorised transfer, the transferring Supplier, in any case, is not released from the obligations arising from the Contract.
- 18.2. Transfer of the Contract, without ESSETI's prior written consent, shall be considered a serious breach and may entitle ESSETI to terminate the Contract and any Orders in progress pursuant to and for the effects of Article 1456 of the Italian Civil Code.
- 18.3. The Supplier acknowledges and accepts the express prohibition to transfer credits deriving from the Contract to third parties, without the prior written consent of ESSETI.

### **19. COUNTERFEITING - INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 19.1. The Supplier guarantees that the goods provided by it, their components and accessories as well as the works carried out by it for ESSETI as well as the use of the Services provided, do not involve counterfeiting third-party industrial or intellectual property rights.
- 19.2. Only original parts must be used in the products supplied. Counterfeit parts or parts that may have been counterfeited must not be used. All components must be purchased directly from the original manufacturer (OEM) or from an authorised distributor (OEM distributor). The Supplier must submit to ESSETI the documentation guaranteeing originality and traceability up to the original manufacturer. Independent distributors (brokers) cannot be used without specific authorisation from ESSETI. Every specific counterfeiting or suspected counterfeiting will be refused and must be promptly replaced. The traceability and process documentation must be retained for a minimum of 10 years and be made available in the event of a request by ESSETI or the competent entities/bodies.
- 19.3. Without prejudice to various written agreements, the Supplier waives the right to enforce against ESSETI, its successors (in any capacity, including in the business unit or in part thereof), its customers and licensees, as well as against their customers and licensees, even at a later date, any eventual industrial property rights on the Goods and/or Services provided.
- 19.4. The Goods covered by the Purchase Order are always considered free for export to the indicated country of the Purchase Order in which delivery must take place.
- 19.5. The Supplier undertakes, in any event, to indemnify and hold ESSETI harmless from any claim made by third parties who assume that their industrial or intellectual property rights have been violated by reason of ESSETI's possession or use of the Product or Service provided.

## 20. CONFIDENTIALITY

- 20.1. The Supplier acknowledges and acknowledges that all Confidential Information communicated and/or transmitted, in any form, to the Supplier by ESSETI and/or by third parties on behalf of ESSETI for the production of the Goods and/or the supply of the Services/Works referred to in the Purchase Order, or of which the Supplier or any other Person acting on its behalf is in any case aware in relation to the execution of the Contract, are the property of ESSETI, being the owner of all relative industrial and intellectual property rights.
- 20.2. By way of mere example, Confidential Information is understood as:
- Technical information (any type of technical information not in the public domain, including drawings, technical and/or functional specifications/characteristics, tables, models, samples, prototypes, methodologies, measuring instruments, databases, software, films, digital videos and photographs);
  - Any other information, commercial or otherwise, relating to ESSETI, the materials used by it, its products, processes, services and activities;
  - All inventions, knowledge, data, information of any kind, methods, specifications, know-how, software, photographic or filmed images, solutions, deliverables conceived, implemented or developed by the Supplier in execution of the ESSETI Purchase Orders;
  - Any notes, studies or other documents drawn up by the Supplier that contains or recalls the information referred to in the previous points.
- 20.3. The Supplier is required to:
- Adopt all security precautions and measures necessary to protect Confidential Information and to ensure that the character of the confidentiality and secrecy thereof is not compromised in any way;
  - Prevent the disclosure of ESSETI's Confidential Information and subject it to the security measures with which it usually processes its own information of a comparable level of confidentiality to that of the Confidential Information received, with this level of confidentiality never falling below the standard of diligent care of a professional in the relevant field;
  - Keep confidential and not disclose the Confidential Information to any third party;
  - Not publish, advertise or disclose the Confidential Information to third parties, unless previously authorised in writing by ESSETI;
  - Not use, copy or reproduce, in whole or in part, the Confidential Information except for operational needs strictly related to the performance of the activities covered by the Purchase Order;
  - Limit the dissemination of Confidential Information within its organisation to only those employees whose duties justify the need to know such Confidential Information;
  - Take the necessary precautions to prevent the disclosure of Confidential Information to members of its organisation who do not need to know of it for the purposes of executing the Purchase Order;
  - Ensure that the members of its organisation – by which we mean, by way of mere example, shareholders, employees, along with persons belonging to the organisation of subsidiary, controlling or associated companies, to whom the Confidential Information will be communicated, if necessary, or who will come into possession of it by visiting ESSETI for the execution of the Purchase Order, and any other professionals and consultants, directly or indirectly, who may become aware through the Supplier of the Confidential Information exchanged between the parties – are bound by the same obligations provided for in this Article.

The Supplier shall remain, in any case, the only party liable to ESSETI for any damage that it may suffer as a result of any breach by the aforementioned parties of the obligations contained in this Article, due to facts, acts or omissions of the Supplier itself;

- Not patent any information or data contained in the Confidential Information;
  - Not develop for third parties and/or supply to third parties, for any reason, directly or indirectly, products made by exploiting the Confidential Information;
  - Not conceive, design, implement, produce and/or market, on its own account or on behalf of third parties, any products similar or in any case related to the type covered by ESSETI's Confidential Information, without prejudice to the case whereby ESSETI grants and recognises this right to the Supplier, subject to the latter's purchase of intellectual property rights and after signing a specific contract;
  - Impose and guarantee compliance with the obligations deriving from this Article on any third party to whom the Supplier must transmit the Confidential Information in the context of the execution of the Contract, it being understood that the Supplier will be liable to ESSETI for any violation of the obligations referred to in this Article with respect to the Confidential Information committed by said third party;
  - At the end of the supply, or even before at the express request of ESSETI, immediately return all documents containing Confidential Information and/or any other data of ESSETI, as well as to destroy or delete any paper or computer copy of the same documents by delivering to ESSETI a declaration certifying the destruction/cancellation within 30 days from the request of the same, unless the law requires the obligation of conservation.
- 20.4. The Supplier recognises and acknowledges that these GT&Cs, as well as the Purchase Order and/or the Contract entered into between the Parties, and/or the disclosure of Confidential Information, do not constitute any right or concession of license or other right to use patents, trademarks, models or other industrial or intellectual property rights and that the information disclosed by ESSETI therefore remains the property of the latter.
- 20.5. In the event that the use by ESSETI of inventions, knowledge, data, information of any kind, method, specification, know-how, software, photographic or filmed images, solutions, results of the Service (deliverables) conceived, implemented or developed by the Supplier in execution of the ESSETI Purchase Orders, involves the use of any patent, software, know-how or other intellectual property right, which the Supplier is entitled to avail, the Supplier hereby grants ESSETI the non-exclusive, free, irrevocable, perpetual, transferable license, with the right to sub-license, to use the rights of the Supplier for the sole purpose of ESSETI's use of the Products and/or Services provided.
- 20.6. Regardless of the duration of the contractual relationship with the Supplier, as well as regardless of the start and/or continuation of business relations between the Parties, with reference to each Confidential Information received, the obligations of the Supplier, referred to in this Article, are to be considered indefinitely.

## 21. WITHDRAWAL

- 21.1. ESSETI has the right to withdraw from each Order and/or Contract entered into, by simple written communication sent within 15 days from receipt of the Order Confirmation.
- 21.2. Nothing will be due from ESSETI to the Supplier as a result of the exercise of the right of withdrawal, except for the payment to the Supplier of the remuneration for the Services performed up to the date of withdrawal, provided that they are in accordance and consistent with that indicated in the Purchase Order, in the Technical Specifications and in these GT&Cs.

## 22. TERMINATION

- 22.1. In the event of non-fulfilment by the Supplier of the obligations deriving from the Purchase Order and/or the Contract and/or these GT&Cs, without prejudice to the further remedies provided for by the same acts for specific hypotheses, ESSETI may notify the Supplier in writing to fulfil within 15 days of receipt of the relative warning by giving notice that the contractual relationship shall be considered legally terminated after the expiry of this term.

## 23. EXPRESS TERMINATION CLAUSE

- 23.1. The Purchase Order and/or the Contract will be considered terminated by right, pursuant to Article 1456 of the Italian Civil Code, in the following cases:
- Liquidation or subject to any insolvency procedure, subject to foreclosure, seizure, protest, precautionary measures;
  - Cessation of the Supplier's business activity and/or loss by the Supplier of the requirements, authorisations and conformity, as required by Law, in order to be able to proceed with the supply of the Goods and/or the execution of the Contract;
  - In the cases specifically established by other Articles in these GT&Cs and/or the Purchase Order and/or the Contract.
- 23.2. Nothing shall be due from ESSETI, with ESSETI's right to compensation for any and all damages suffered as a result of the Client's default remaining unaffected.

## 24. FORCE MAJEURE

- 24.1. If, during execution of the Contract, an event of force majeure occurs, the obligations of the Parties deriving from it shall be suspended for the entire duration of said event. The suspension of the execution of services due to a Force Majeure shall be limited to the period of time in which said cause persists. The Party affected by the event must do everything possible to limit the consequences deriving from the occurrence of the cause of Force Majeure.
- 24.2. Force Majeure means any extraordinary event that prevents the fulfilment of obligations, provided that:
- This event occurred regardless of the will, action or omission of the Party involved;
  - This event or the impeding effects thereof were not foreseeable at the time of the formation of the Contract and the Party in question could not adopt measures to prevent or avoid the occurrence of the event or its effects.
- 24.3. By way of non-exhaustive example, the following events are considered Force Majeure:
- Natural phenomena such as fire, flooding, particularly violent weather phenomena, earthquakes, epidemics, pandemics or natural disasters;
  - Boycotts, civil war, declared and even undeclared war in the country of the Party's registered office and/or production, riot, insurrection, revolution, requisitions, embargo, strike, lockouts and other labour disputes, even if of a corporate nature, energy interruption, initiatives taken by Italian government authorities or other countries that concretely prevent or delay the performance of the service, imposition of new duties, along with serious delays in the delivery or shortage of components or raw materials not attributable to the Supplier.
- 24.4. The Party invoking the exemption from liability is required to notify the other Party of the existence of the impediment, no later than 5 working days from the occurrence of the same, as well as the



effects that the same impediment produces or may produce on its ability to meet its commitments. Said communication must contain a detailed description of the cause of Force Majeure, the effects concretely foreseen, the reasons why it is not possible to fulfil the contractual obligations and the maximum estimated or actual duration.

The affected Party must also send the other Party another communication no later than 5 business days from the termination of the event of Force Majeure indicating the termination of the suspension period.

- 24.5. If the causes of exemption persist for a period exceeding three months and the Parties, in implementation of the principle of execution of the Contract according to criteria of contractual good faith, do not reach an agreement to renegotiate the contractual conditions, ESSETI will have the right to terminate the relationship by written communication to the counterparty by means of a certified email, excluding that in this case charges or supplementary rights may arise against or derive from it.

## **25. INDEMNIFICATION**

- 25.1. The Supplier undertakes to indemnify and hold ESSETI and its legal representatives harmless from any loss, claim, cost or expense, including any expenses for legal defences, consequent or relative to any breach and/or violation of the Contract, the Purchase Order, the technical specifications and/or these GT&Cs, or in any case in relation to the supply and/or use of the Product and/or performance of the Service/Work by the Supplier. The Supplier guarantees, indemnifies and holds ESSETI harmless from any prejudice, expense (including any sanctions imposed pursuant to the law), cost, damage that may arise as a result of the breach by the Supplier of the obligations referred to in these GT&Cs or by law, as well as from any claim made against ESSETI by the employees or other personnel of the Supplier, and/or its heirs and/or assignees and/or third parties, including public or social security and/or welfare institutions.

## **26. APPLICABLE LAW – EXCLUSIVE JURISDICTION**

- 26.1. All contractual relationships between the Supplier and the Purchaser and, therefore, also these General Terms & Conditions of Purchase are governed by Italian law.
- 26.2. For all disputes between the Parties arising, by way of mere example, from the interpretation, execution, resolution, validity and/or effectiveness of the contractual relationship, the contractual documents and these General Terms & Conditions of Purchase, the exclusive and mandatory jurisdiction falls to the Court of Modena in Italy.

## **27. FINAL PROVISIONS**

- 27.1. If a contractual provision foreseen in these General Terms & Conditions of Purchase or in the Purchase Order proves to be invalid or null, this shall not affect the validity of the other provisions which will remain valid and effective.
- 27.2. In the event of a conflict between one or more provisions of these General Terms & Conditions of Purchase and the contents of the Purchase Order, the latter shall prevail over these General Terms & Conditions.
- 27.3. These General Terms & Conditions of Purchase are written in Italian and English. In the event interpretative doubts, the version written in Italian always prevails.



- 27.4. For the calculation of the periods referred to in these GT&Cs, the provisions of the provisions of Article 1187 ("Calculation of the Period") of the Italian Civil Code apply, unless otherwise established.
- 27.5. Any communication between the Parties shall only be valid if made in writing.
- 27.6. ESSETI's failure to exercise a right or a faculty recognised by these GT&Cs cannot be interpreted as a general waiver of said right or faculty, nor prevent ESSETI from subsequently demanding the timely and rigorous application of all the clauses contained therein.
- 27.7. These GT&Cs are understood to be fully known by the Supplier even if merely referred to in the Purchase Order.

## **28. PERSONAL DATA PROCESSING**

- 28.1. The personal data of natural persons belonging to the organisations of the Purchaser and Supplier shall be processed mutually in compliance with the provisions of Legislative Decree 196/2003 and subsequent amendments, as well as EU Regulation no. 679/2016 (GDPR) for the sole purpose of executing the commercial relations existing between the Parties.
- 28.2. The information on the data processing carried out by the ESSETI is available on the Company's website in the updated version pro tempore.

The Supplier

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The Supplier declares to have received, before signing, as well as to have read and understood these General Terms & Conditions of Purchase that are considered an integral and substantial part of the Contract entered into between ESSETI, even if not materially attached thereto.

The Supplier, pursuant to and for the purposes of Article 1341 and 1342 of the Italian Civil Code, expressly declares to accept, unconditionally and without reservation, the following specific clauses of the General Terms & Conditions of Purchase:

1. SCOPE
2. ENTERING INTO THE CONTRACT
3. PRODUCT DELIVERY METHODS AND TERMS
4. CONDITIONS OF PRODUCT DELIVERY AND PACKAGING
5. DOCUMENTATION AND CERTIFICATIONS RELATING TO THE PRODUCTS ORDERED
6. PRODUCTS DELIVERED IN EXCESS
7. PRODUCT CHARACTERISTICS AND CONTROLS
8. PROPER FUNCTIONING WARRANTY
9. OTHER WARRANTIES
10. SUPPLIER OBLIGATIONS AND LIABILITY
11. ADDITIONAL SUPPLIER OBLIGATIONS
12. QUALIFICATION OF SUPPLIERS
13. AUDITING RIGHT OF ESSETI
14. PROHIBITION OF APPOINTING SUB-SUPPLIERS AND SUB-CONTRACTORS
15. PRODUCT PRICES
16. INVOICING
17. TERMS AND METHODS OF PAYMENT
18. PROHIBITION OF TRANSFER OF THE CONTRACT AND CREDITS
19. COUNTERFEITING – INDUSTRIAL AND INTELLECTUAL PROPERTY
20. CONFIDENTIALITY
21. WITHDRAWAL
22. TERMINATION
23. EXPRESS TERMINATION CLAUSE
24. FORCE MAJEURE
25. INDEMNIFICATION
26. APPLICABLE LAW – EXCLUSIVE JURISDICTION
27. FINAL PROVISIONS

The Supplier

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