

GENERAL CONDITIONS OF PURCHASE

1. PURCHASE ORDER

1.1 The supply of the order hereby is subordinated to acceptance of the order itself and of its General Conditions, without any reservations made by the Supplier, who shall send the Buyer a signed copy within 5 days from delivery. In any case, the delivery of the goods represents the unconditional acceptance of all the contract clauses even in exemption of Art. 1341 of the Italian Civil Code with the expressed agreement of the Parties.

1.2 The purchase order, as the deriving rights and obligations, shall not be yielded, in part or in whole, by the Supplier to third parties, without previous written authorisation from the Buyer.

1.3 The prices are to be considered accepted by the Supplier and are invariable notwithstanding any future event, with the expressed agreement of the parties, even in exemption of art. 1467 of the Italian Civil Code.

1.4 If said acceptance is not given within 5 days from the date of the order, the Buyer shall have the faculty to consider the order cancelled, by notifying the Supplier, otherwise it shall be implicitly considered confirmed. If the conditions in the confirmation differ from those in the order, the contract will be concluded when one of the Parties receives the explicit final acceptance of the conditions of the contract from the other party.

2. TERMS OF DELIVERY AND SANCTIONS

2.1 The date of delivery requested and agreed upon in the order is final, binding, and essential. All the goods ordered should be available, delivered at the place agreed upon in the order, by the date indicated in the order.

2.2 In any case of delay attributable to the Supplier and not previously agreed upon with the Buyer, a sanction of 1% of the undelivered value, for each entire week of delay shall be applied to the Supplier, notwithstanding the right to full reimbursement for the damages and/or sanctions suffered by the Buyer.

2.3 The Supplier hereby declares to be fully aware of the sanctions for delays in delivery and agrees to their application even without explicit notification.

2.4 In case of delay in delivery the Buyer has the right to cancel the order for what remains to be delivered, without any attributable obligation and/or damage, as the Supplier expressly agrees with said procedure.

2.5 The Supplier is obliged to promptly notify the Buyer any reason of delay in delivery, even supposed, from the very moment they become aware of it, without implicitly disregarding the previous clauses.

3. DELIVERY AND INVOICES

3.1 The supplied products shall always be delivered to the Buyer's warehouses, even when transport costs are attributable to the Buyer. The risk responsibility will pass to the Buyer upon delivery.

3.2 The goods shall be accompanied by a delivery note, in accordance with the applicable law, which should expressly indicate: order number, order line of position, the Supplier's code, the Buyer's code or logo, the quantity delivered, a description of the good(s).

3.3 Each and every delivery shall be clearly identified with a label indicating at least: the Supplier, the identification of the goods, the Buyer (code or logo and purchase order number) and the quantity.

3.4 Only one invoice shall be issued for all the delivery notes of the month, no collection costs shall be accepted. Each delivery note and invoice shall have your article code, our article code and our order number.

3.5 The Buyer reserves the right to deny and return to the Supplier, at the latter's expense, any good sent without an order and/or authorisation from the Buyer and/or exceeding the agreed upon tolerance, if applicable. The same applies to any section without written authorisation.

4. INSPECTION AND TESTING

4.1 The Supplier guarantees to the Buyer and/or their authorised personnel free access to the former's headquarters and/or structures, providing all information and/or assistance to verify the regular delivery of the supply.

4.2 The goods shall be inspected by the Supplier before dispatch, in compliance with all the technical documents attached and/or mentioned in the order.

4.3 The Buyer has the right to reject or return to the Supplier, carriage forward, the goods that are not compliant with all technical requirements in the terms of contract, both in the moment of acceptance and during the manufacturing and/or assembly. The Supplier, upon the Buyer's request, shall promptly replace said goods with compliant goods and send them to the Buyer carriage free.

4.4 In case of urgency the Buyer reserves the right to select the goods that are not compliant and/or enable recovery processes, in order to make them compliant, charging the costs to the Supplier in the final balance.

4.5 The acceptance of the goods and / or their inspection and testing does not exonerate the Supplier from the responsibilities and legal and/or warranty obligations.

4.6 The acceptance and/or rejection of the goods and the subsequent notification shall be sent to the Supplier within 24 hours from the date of consignment of the goods.

5. THE SUPPLIER'S WARRANTY ON QUANTITY CONFORMITY OF THE PRODUCTS

5.1 The supplier guarantees the quantity conformity of the products both as agreed upon and as declared in the delivery note and/or in the purchase order.

5.2 In case of Quantity non-conformity, within 15 days from consignment, the Buyer is entitled to: A) accept the quantitative difference in the consignment and pay the due price for the products consigned except for any tolerance agreed upon in writing; B) reject the exceeding supply with the faculty of sending it back to the Supplier at the latter's expense and risk – if the Supplier does not collect it immediately – or to charge the Supplier for the stock and warehouse expenses; C) demand the Supplier to immediately deliver the missing supply, at their own expense and risk.

6. THE SUPPLIER'S WARRANTY ON QUALITY CONFORMITY OF THE PRODUCTS

6.1 The Suppliers guarantees for the quality conformity of the products, ensuring the lack of defects and faults and the exact correspondence, also functional, to what was previously agreed upon, also to the technical characteristics and to the legal and regulatory prescriptions and, in particular, given the application of the products to electric and electronical devices, to the e-waste, RoHS and product directives (law voltage, electromagnetic compatibility, etc.), being obliged to provide the Buyer - upon request – with a copy of the tests conducted to verify conformity. Failure to respect these obligations, which is to always be considered grave, will enable the Buyer to revoke or suspend the order, effective immediately, without any obligation for prior notification or any payment to the Supplier.

6.2 The Supplier's obligation to provide warranty on the qualitative conformity of the products shall be maintained also after the consignment to the

Client and the products' release on the market; until the expiration date of the warranty given by the Buyer to its clients and in any case for a period of time of no less than 24 months from the consignment of the products.

6.3 As long as the qualitative conformity warranty obligation subsists, the Buyer will be allowed – at the latter's risk and expense – to return defective products to the Supplier or to demand their replacement or even the replacement of the entire lot they are part of, if the agreed-upon percentage of tolerability is exceeded. In case of urgent need of the products, the Buyer shall be entitled to purchase from third parties, after agreeing with the Supplier to do so, in case the latter is unable to replace the defective products in good time. The Supplier is also obliged to repair or replace - whatever the Buyer chooses - the defective or non-conform products, free of charge; or to accept to be charged for their selling price by simultaneously making said products available to the Supplier. In any case, given that said defects and/or faults are denounced during the warranty period, the Buyer has the right to demand compensation for the maximum damage deriving from unsuitability of the purchased product.

6.4 The Buyer shall be entitled to compensate for product non-conformity with the amount of money owed to the Supplier for current supplies.

6.5 The replaced and /or repaired supplies shall have the same warranty as initially declared in the order, from the date the reparation and/or replacement is completed.

6.6 If the Buyer is sued by third parties, for civil liability (including product liability) or contractual liability due to defects in the materials supplied, the Supplier shall indemnify the Buyer from compensating for any damage suffered by the latter.

6.7 In case the Buyer activates a withdrawal procedure to replace or / repair the defective products and /or non-conform products, even if it occurs after warranty expiration, the Supplier will be obliged to supply said products free of charge, also reimbursing the Buyer the costs of said procedure.

7. EQUIPMENT AND CONFIDENTIALITY

7.1 Molds, models or other equipment supplied by the Buyer, or produced for them, and belonging to them and /or in partnership with them, shall be reserved by the Supplier for the Buyer's exclusive use and for the sole realisation of the order. Everything shall be returned to the Buyer with the last supplies and/or upon request.

7.2 Any modification to the technical documentation and/or equipment shall be made by the Supplier only upon written authorisation from the Buyer.

7.3 All drawings, specifications and other information given to the Supplier will be considered absolutely confidential and will not be used for any other purpose except for the execution of what is required in the purchase order.

7.4 Any disclosure of documents, information and / or use of equipment except for what previously established, must be authorized in writing by the Buyer. The Supplier expressly undertakes not to disclose to third parties any information related to the subject of the orders themselves and / or the products and / or services provided.

8. DISPUTES

8.1 The only competent authority to decide on any dispute with the Buyer is in any case the Court of jurisdiction of the Buyer's registered office.

8.2 The Purchaser does not recognize any other conditions set out by the Supplier, in any form, unless explicitly and previously accepted in writing.

9. PAYMENTS

9.1 Notwithstanding the provisions of the Italian Legislative Decree 231/2002, no automatism concerning the application of default interest may occur between the parties; who undertake to give written notice by registered letter of the desire to apply default interest to the current legal rate.

9.2 Payments are governed by the terms of return agreed between the Buyer and the Supplier and indicated on the order.

9.3 For goods dispatched after the 25th of the month, the payment will be automatically postponed for 30 days, except for our specific requests.

9.4 The payments due on the 31st August and 31st December shall be postponed to the following 20th September and 20th January.

10. PRIVACY

10.1 In accordance with the European Privacy Regulation UE/2016/679 (GDPR), we inform you that your data is entered in both electronic and paper databases and processed by the persons in charge, exclusively for administrative and accounting purposes. Your personal information may be communicated to third parties to give effect to existing relationships or legal obligations but will not be disclosed. We also inform you that at any time data access may be requested and it will be possible to object to certain uses, by contacting the undersigned Data Controller.

I accept the general conditions of purchase in the order

Signature for acceptance _____

According to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, I also declare to accept all the terms and conditions contained therein and to have particularly considered what was established and agreed with said clauses.

Signature for acceptance _____