



FASSI GRU

## GENERAL TERMS AND CONDITIONS OF PURCHASE

Document P08.01 Rev. 00 of 7/11/2024

### **ART. 1 DEFINITIONS**

For the purpose of the application and interpretation of these General Terms and Conditions, the terms indicated below are understood to have the meanings as follows:

**Purchaser:** The Company belonging to the Fassi Group that refers to these General Terms and Conditions for the Purchase of Goods and Services in its own documentation.

**Goods:** The items to be consigned by the Supplier in accordance with the Purchase contract entered into between the Parties, including all documentation in any form and on any media, including, for example, data certificates, diagrams, drawings, reports, integrated software.

**Services:** Activities performed by the Supplier in accordance with the terms and conditions agreed upon in the Order or Contract.

**General Terms and Conditions:** These General Terms and Conditions for the Purchase of Goods and Services by the Purchaser, also referred to in the text as GTCP, available on the Purchaser's website at the address <http://www.fassi.com>, which may be stored on a durable medium, and are applicable to each Order placed by the Purchaser.

**Specific Terms and Conditions:** Specific Terms and Conditions include everything provided for in the Purchase Order in derogation of the General Terms and Conditions.

**Order Confirmation:** Indicates either (i) the conforming acceptance by the Supplier of the Purchase Order, in the event that the Purchase Order itself is not governed by a written contract or other form of agreement (ii) the Contract, understood as a legal transaction concluded at the moment in which the Order Confirmation is issued, with the latter constituting a summary document.

**Supply Contract:** Refers to the agreement between the Supplier and the Purchaser for a supply in accordance with which the Purchaser is entitled to purchase a specific type of goods or services on the basis of the requirements that may arise over the duration of said supply contract. The Supply Contract may supplement or amend these General Terms and Conditions.

**Supplier:** The Party and its affiliates to which the Order is sent by the Purchaser, and which supplies the Goods or Services to the relevant Place of Consignment.

**Letter of Agreement (or Supply Agreement):** A written agreement between the Parties containing specific terms and conditions supplementing and in derogation of the GTCP. The contents of the letter of agreement will only become applicable on issuance of an Order or several Orders at different times that make explicit reference to the letter of agreement for the Goods or Services ordered.

**Letter of technical specifications (code 01.0G.01.00.IO):** A document, specific to each type of Goods or Services, containing all technical and quality operating instructions applicable to all the activities to be performed by the Supplier including special processes (welding and painting), individual processes and checks. Said document certifies that the Supplier has received all the documentation listed in the letter itself, and contains a revision number to identify any subsequent versions.

**Nonconformity (NC):** This indicates any qualitative or quantitative

differences discovered in the Goods or Services due to the use of defective or substandard materials, or the absence of characteristics indicated in the technical documentation, which result in performance that is inadequate or in any case inferior to that provided for and agreed upon in the Order or Contract, or in any other form or at any other time.

**Order:** The Order issued by the Purchaser and sent by any means to the Supplier, indicating, for example, the Goods or Services, the quantity, the requested consignment date, the price, the destination of the material and the agreed terms and conditions of payment, as well as any requirements and/or packaging methods and agreed returns.

**Party, Parties:** The Purchaser or the Supplier, jointly the "Parties".

**Quality Plan:** The "Quality Plan" identifies a process, not necessarily documentary, which describes the policies, procedures, criteria, methodologies and responsibilities relating to Quality management and control of the activities and Goods or Services supplied in accordance with the Contract.

### **ART. 2 SCOPE OF APPLICATION**

2.1 These General Terms and Conditions of Purchase apply to all purchases made by the Purchaser. Any General and/or Particular Terms and Conditions of the Supplier that are contrary to or deviate from these terms and conditions shall be deemed contractually invalid and/or unenforceable unless expressly accepted by the Purchaser. This provision is also applicable in the event that the Supplier, despite being aware of the contrary or divergent conditions of the Purchaser, makes a Sale to the latter without reservation.

2.2 These General Terms and Conditions of Purchase are applicable, unless amended by the Specific Terms and Conditions of Purchase, without the need for any further agreement, approval and/or specific signatures and with the sending of the Order Confirmation by the Supplier, if provided for, and shall be considered as understood and expressly accepted by the latter. In the absence of a written Order Confirmation, these General Terms and Conditions of Purchase shall be considered as accepted with the full or partial performance of the Contract by the Supplier.

2.3 The date of approval and publication of the General Terms and Conditions of Purchase by the Purchaser is indicated at the end of the same, and the General Terms and Conditions published on the date the Order is sent shall be deemed applicable.

2.4 In the event of discrepancies between the documents referred to in art. 1, the following criterion of preference between said documents is always to be applied:

1. Order.
2. Supply Contract.
3. Letter of agreement.
4. These General Terms and Conditions of Purchase - GTCP

with the result that the relationship between the Parties remains governed by the General Terms and Conditions of Purchase unless, with regard to specific parts or sections, exceptions are made to said General Terms and Conditions of Purchase on the basis of the documentation specified in points 1, 2 or 3 of this article.

### **ART. 3 IMPORT RESTRICTIONS**

3.1 Without prejudice to the provisions of art. 11 of these General Terms and Conditions, Suppliers understand and agree that the Purchaser will, prior to the placing of the Order, or within the scope of the Letter of Agreement, in the case of an Order, verify that the Supplier and the Goods or Services referred to in said Order, are not subject to import restrictions imposed by the EU, by other supranational bodies or by sovereign states, including current restrictions on imports from Russia or Belarus, from natural persons or legal entities or bodies in Russia or Belarus and from subjects either directly and/or indirectly related to the former, or from entities listed by OFAC. The definitive conclusion of the Contract is, in any case, subject to the maintaining of the conditions that allowed the Order to be issued. Should said conditions change at any time prior to the conclusion of the Contract, said Contract cannot be concluded and the Purchaser will be released from its obligations without penalty and/or liability.

3.2 The Supplier shall be responsible, at its own expense, for complying with all applicable legislation regarding exportation and obtaining any customs import authorisation required. Unless otherwise agreed, the Supplier shall, at its own expense, obtain all export licences and any other approval or authorisation required by the applicable Trade Laws and provide the Purchaser with written notice of said licences, approval or authorisation together with all applicable conditions.

3.3 The Supplier undertakes to provide the Purchaser with written notification identifying whether the Goods or Services supplied are subject to export restrictions or controls. In particular, the Supplier must inform the Purchaser if the Goods or the Integrated Software are subject to US Export Administration Regulations ("EAR") and whether said Goods are dual-use.

3.4 The emergence, after conclusion of the Contract, of events or circumstances that may result in the issuing of orders by the Public Authorities, or of changes in legislation that impose prohibitions on supply or result in situations similar to those provided for in art. 3.1 of these General Terms and Conditions of Purchase, will result in the suspension of the performance of the Contract until the situation causing said suspension ceases, without any consequences to be borne by the Purchaser, and without prejudice to the Purchaser's right to terminate the Contract pursuant to article 1467 of the Italian Civil Code with no compensation for damages due to the Supplier.

### **ART. 4 QUALITY - ENVIRONMENT - SOCIAL RESPONSIBILITY**

4.1 The Supplier undertakes to deliver the Goods or Services free of defects or third-party rights, in compliance with the technical and quality specifications required in the contract or, in the absence of the latter, suitable for the purposes for which the Goods or Services have been ordered.

4.2 If so requested, the Supplier undertakes to provide the Purchaser with the Quality Plan prior to the Supplier's certification relative to the component.

4.3 The Supplier undertakes to promptly notify any changes to the Quality Plan and processes, including relocation of production units.

4.4 The Supplier is responsible for the implementation of the Plan and the ongoing monitoring of compliance with the provisions of the same. The Purchaser shall have the right to carry out periodic audits and verifications to ensure compliance with the Quality Plan.

4.5 The Plan must be reviewed and updated periodically to reflect any changes in requirements, regulations or processes. The Purchaser must be immediately informed of any such updates.

4.6 The Supplier undertakes to ensure consignment of the material in accordance with FIFO (First in - First out) logic, in particular for perishable components; materials must be consigned respecting the chronological order of the date of production.

4.7 The Supplier undertakes to ensure the traceability of the raw material and the most critical components in relation to the production batch. Raw material certificates, inspection reports and traceability documentation must be held for at least 15 (fifteen) years.

4.8 The Supplier must ensure compliance with European and national environmental legislation (Italian legislative decree 152/2006), and that it possesses the relevant authorisations.

4.9 With a view to Sustainable Development, the Supplier undertakes to embrace the Purchaser's principles of social responsibility contained in document 50.07 (Self-declaration of compliance with corporate social responsibility), in the Specifications for sustainable procurement (document 40.19) and in the Supplier's code of conduct (document 50.02), available on the Purchaser's website at <http://www.fassi.com>.

4.10 The Supplier guarantees that any emission abatement and/or water treatment systems present are authorised by the competent authorities and regularly maintained and checked.

4.11 The Supplier guarantees the correct management of WASTE (EWC identification, loading/unloading register, characterisation analysis, disposal, MUD form compilation) in compliance with mandatory environmental regulations.

### **ART. 5 ACCEPTANCE OF THE ORDER**

5.1 The Supplier is obliged to send the Purchaser Acknowledgement of Receipt of the Order, together with acceptance of the same, as provided for in art. 5.3, within 3 (three) working days from receipt of said Order. On passing of the aforementioned deadline without any notification of any kind, the Order will be understood as accepted by the Purchaser and the Supplier will be obliged to comply with the contents of the Order without any further opportunity for negotiation with the Purchaser, save for any provisions in any separate agreements.

5.2 By accepting the Order, the Supplier declares to have received all the technical and quality documentation by means of the Letter of Technical Specifications code 01.09.01.00 I.O sent to the Supplier.

5.3 The Contract is considered concluded when the Purchaser receives the Order Confirmation sent by the Supplier exclusively via the email address indicated in the Order.

5.4 Any modifications or reservations or notes made or applied by the Supplier to the Order must be accepted by the Purchaser in writing, and the Contract will be considered as concluded in the moment in which the Supplier is made aware of said acceptance.

5.5 The Purchaser reserves the right to make written request for modifications to be made to the Order, even once the Contract has been concluded. In the event that said modifications are possible and are accepted by the Supplier, the latter is required to inform the Purchaser in writing of the amount of any costs borne or to be borne as a consequence of the requested modifications, as well as of the updated schedule for the fulfilment of the Order and any other information that may be of use to the Purchaser. The Order will be considered modified only after any extra costs and changes in fulfilment times have been accepted in writing by the Purchaser. In the event of any modification not being accepted by the Supplier, or of requests for additional costs or modified fulfilment times that the Purchaser deems unacceptable, the latter will be entitled to cancel the Order without penalty, without prejudice to the right of the Supplier to obtain compensation for any costs already incurred and documented.

### **ART. 6 TERMS AND CONDITIONS OF CONSIGNMENT AND RETURNS**

6.1 The terms and conditions of consignment and return of goods are to be understood to be DAP in accordance with Incoterms® 2020, at the agreed location as indicated in the Order, unless otherwise provided for in the Specific Terms and Conditions.

Any reference in the contractual documentation and annexes to the contractual terms and uses published by the International Chamber of Commerce (Incoterms®) is always understood to refer to the most recent edition published, irrespective of any express indication of year of publication.

6.2 The Supplier must consign the Goods or Services in the quantity and on the date specified in the Order as the "date of consignment", said date being considered by the Purchaser as "essential". Any variations (for example partial deliveries or postponements) must be

agreed upon in advance with the Purchaser and confirmed with the Purchaser via the written Order modification.

In the event of late delivery, the Supplier is required to consign the Goods or Services at its own expense and via express transportation.

6.3 In the event that the Supplier fails to meet the delivery date, the Purchaser will have the right to apply the penalties specified in art. 10 below.

6.4 Packaging must be provided by the Supplier and at its own expense and must be suitable to protect and preserve the Goods and guarantee safety during handling and inspection. Each package must be identified with a label containing the following information: item code, quantity, Order number, production batch.

The goods must be accompanied by a delivery note containing the following information: Order number, Purchaser's item number, net weight, type and number of packages.

6.5 Either at the same time as or prior to dispatch of the goods, the Supplier is required to send the certification relative to the material and the declaration of conformity to the Purchaser if requested and/or provided for.

6.6 The Supplier is required to provide the transportation company appointed with the "Entry Procedure for the loading and unloading of vehicles" (code 30.26.I.O.), a copy of which it has received from the Purchaser.

#### **ART. 7 CHECKS ON CONSIGNMENT**

7.1 In no case may the Consignment of Goods or Services be considered as acceptance, even tacit or implied, of said Goods or Services by the Purchaser and/or as waiver of the exercising of its rights and the opportunity to report defects or nonconformities.

7.2 The Purchaser reserves the right to verify the quality and quantity of the products in accordance with the Order specifications, as well as the integrity and suitability of the packaging and whether the actual date of consignment complies with the agreed date of consignment. In the event of anomalies and/or defects, the Purchaser's quality control officer will inform the Supplier of the nature of the problems encountered either directly or via the Procurement Department. The Purchaser may, in any case, terminate the Contract, refuse consignment, accept partial consignment, or accept consignment subject to verification, providing the Supplier with written motivation. Any acceptance of discrepancies in the quantity or, in exceptional circumstances, the technical documentation of the goods or services consigned must be agreed upon in writing with the Purchaser.

7.3 The Parties expressly agree that the limitation period provided for in art. 1495 of the Italian Civil Code for the exercising of warranty rights for defects encountered in the item sold is extended to 30 (thirty) months from the date of consignment of the goods or services as provided for in art. 12.1 of these General Terms and Conditions of Purchase.

The Parties furthermore agree to waive the obligation to report defects within eight (8) days of discovery, as provided for in art. 1495 of the Italian Civil Code, to the exclusion of any deadline for reporting. Accordingly, the Purchaser may make warranty claims for defects without the need for prior reporting of the same, within the aforementioned limitation period.

This without prejudice to the mandatory legal limits regarding the liability of the Supplier in the event of wilful misconduct or gross negligence pursuant to article 1229 of the Italian Civil Code.

7.4 Non-conforming Goods or Services must be replaced by the Supplier at its own expense in accordance with the schedule agreed with the Purchaser. In the event that the Purchaser incurs costs of any kind, for example penalties, downtime, transportation or overtime, the Supplier is obliged to compensate the Purchaser in the time and manner agreed upon between the Parties.

7.5 The Supplier must provide for the collection, at its own expense, of the non-conforming goods within 8 (eight) days from notification by the Purchaser.

7.6 The acceptance of late or incomplete consignments, or consignments with quantities higher than those ordered, or with defects not encountered on reception, as well as the payment of the corresponding invoices, does not represent a waiver of the GTCP Fassi Group - Document P08.01 Rev.00

Purchaser's rights and/or the application of the conditions provided for by these GTCP, including the penalties for delays as provided for by these GTCP.

#### **ART. 8 SVHC (concerning substances, preparations and items) - Regulation (EC) no. 1907/2006**

Obligations regarding the reporting of Hazardous Chemical Substances (SVHC)

8.1 The Supplier undertakes to comply with all provisions of Regulation (EC) no. 1907/2006 (REACH) regarding Substances of Very High Concern (SVHC), as updated periodically by the European Chemicals Agency (ECHA).

8.2 The Supplier is required to notify the Purchaser of the presence of any SVHC in the item supplied in the event that the concentration of said SVHC exceeds 0.1% w/w. Said notification must, at the very least, include the following information:

- a) The identity of the SVHC.
- b) The concentration of the SVHC in the item.
- c) Any information necessary to ensure the safe use of the item.

#### SCIP Notification Obligations

8.3 In accordance with the Waste Framework Directive 2008/98/EC (WFD), the supplier is obliged to report the presence of SVHC in the SCIP (Substances of Concern In articles as such or in complex objects (Products)) database established by ECHA.

8.4 The Supplier undertakes:

- a) to submit a SCIP notification for any item supplied that contains SVHC in concentrations greater than 0.1 per cent weight/weight (w/w) prior to consignment to the Purchaser.
- b) to provide the Purchaser with written confirmation of the relative SCIP notification, including the SCIP notification number and any other relative information.

8.5 The Supplier must keep the SCIP notification up to date for the entire duration of the contract and promptly inform the Purchaser of any relevant changes.

#### Consequences of failure to comply

8.6 Failure by the Supplier to fulfil its SVHC and SCIP reporting obligations will constitute a serious breach of this contract. In said cases, the Purchaser will be entitled to:

- a) terminate the contract with immediate effect by written notice to the Supplier.
- b) claim compensation for any damages suffered as a result of failure to comply.

8.7 The Supplier must indemnify and hold the Purchaser harmless from any liability, loss, cost or expense arising from failure to comply with the obligations specified in this clause.

#### **ART. 9 CONSIDERATION AND INVOICING**

9.1 The Purchaser shall only pay the Supplier the consideration indicated as the price in each Order, which will be paid exclusively in accordance with the terms and conditions stipulated therein. The price is understood to include all charges. The Purchaser will not accept charges for bank fees.

9.2 The purchase will be carried out with the express waiver by the Supplier of any further increase and/or modification of prices due to fluctuations in costs of any magnitude, whether of raw materials, labour or any other aspect, with all risks being borne by the Supplier. The Supplier therefore hereby expressly waives the right to request termination of the Order due to excessive costs incurred. pursuant to article 1467 of the Italian Civil Code.

9.3 Payment of the consideration does not in any case imply waiver by the Purchaser of its rights regarding any malfunctions and/or defects of any nature whatsoever in the Goods or Services and/or shortcomings in the activities performed by the Supplier with reference to the Order.

9.4 All amounts relating to the purchase of Goods or Services are always to be understood as expressed in Euro.

#### **ART. 10 LATE DELIVERY**

In the event of failure to comply with the "date of consignment" provided for in article 6.2, the Purchaser will be entitled to:

- a) legally terminate the Order and seek supply from other suppliers of the items ordered and not consigned on time, without prejudice to the recovery of any additional costs for the procurement of said items from other sources, in addition to compensation for any further damages, and/or;
- b) apply penalties to the Supplier pursuant to the Specific Terms and Conditions or any other agreement made between the Parties, or, in the event of failure to do so, apply a penalty to the Supplier equal to 0.5% of the price indicated in the Order for each day of delay on the basis of the established deadline. The overall amount of the penalty may not, in any case, exceed 10% of the price indicated in the Order.

#### **ART. 11 DECLARATIONS AND OBLIGATIONS OF THE SUPPLIER**

11.1 The Supplier undertakes to supply the Goods or Services described in the Order with its own organisation in terms of capital, resources and production factors, under its own responsibility and at its own risk. The supplier must also have access to adequate facilities, machinery, equipment and control systems that are consistent with the requirements of the following points.

11.2 The Supplier declares and guarantees full current and future compliance with all applicable laws, regulations, instructions and trade policies, including those aimed at ensuring the necessary customs clearance, proof of origin, import/export licences and exemptions; filing the relative applications with the appropriate governmental bodies and/or providing supplementary information regarding the release or transfer of goods, hardware and software.

11.3 The Supplier declares and guarantees that no goods, materials, equipment, components, parts, technology either incorporated or otherwise supplied in relation to the Goods or Services originate from countries or regions that are subject to embargoes or restrictions imposed by any legislative and/or governmental authority, and which the Purchaser believes may result in sanctions or other measures against the Purchaser. If any of the Goods or Services are subject or will be subject to export restrictions, it is the responsibility of the Supplier to promptly provide the Purchaser with written and detailed information on such restrictions.

11.4 The Supplier (regardless of whether it is established outside or inside the customs territory of the EU, or whether the relative goods are Union Goods) undertakes to provide the Purchaser with the following information:

- a) The tariff classification (HS - Harmonised System Code - 6 (six) digits, or Combined Nomenclature - 8 (eight) digits of the Goods.
- b) The Customs Country of Origin of the Goods.
- c) The possible classification of the Goods as dual-use items pursuant to Regulation EU 2021/821.
- d) For Goods subject to controls, the relative national export control codes and, if the Goods are subject to US export regulations, the US Export Control Classification Numbers (ECCN).
- e) Any transportation of the Goods within the US territory, any manufacture or storage of the Goods in the US and any manufacture of the Goods using US technology.
- f) The Chemical Abstract Service (CAS) number, if any.
- g) The preferential origin of the Goods, if any.
- h) The place of shipping of the Goods.
- i) The Supplier's representative, who is available, at the Purchaser's request, to provide further information or customs data.
- l) The name of the manufacturer.

Furthermore, the Supplier undertakes to submit, if required, Certificates of Origin (preferential and non-preferential), the Material Safety Data Sheet (MSDS), and all subsequent amendments thereto.

11.5 The Supplier undertakes not to make any false declarations in relation to any customs-related data and/or information, in particular GTCP Fassi Group - Document P08.01 Rev.00

regarding the customs origin of the Goods, and to comply with national rules governing "Made in Italy" and on false or misleading indications of Italian origin.

11.6 The Supplier undertakes to provide the Purchaser, on request, with all relevant information necessary to verify customs tariff codes and to provide any additional data on said Goods related to foreign trade and customs compliance, as well as to complete and sign the short- or long-term declaration certifying the preferential origin of the Goods.

11.7 The Supplier declares and guarantees that neither it, nor any of its respective directors or officers, is a restricted (sanctioned) person, this category including any person on the United States of America Specially Designated Nationals (SDN) and Blocked Persons Lists. The Supplier acknowledges that Sanctioned Persons may refer to persons not explicitly included in such lists, but also legal entities in which a Sanctioned Person has an interest. The Supplier declares and guarantees that no Sanctioned Person has any financial or equivalent interest in the Goods and that the supply of said Goods does not imply any transfer, payment or any interest in the property of a Sanctioned Person.

11.8 By accepting and/or fulfilling the Order, the Supplier declares and guarantees:

- a) to have adequate professional capacity and preparation.
- b) to carry out the activities in line with best practices and in full compliance with the highest applicable professional standards, using operating methods and technologies suited to the type of activities required, and always in compliance with current legislation.
- c) to furnish the supply in compliance with the technical and quality specifications indicated in the Order and with applicable legislation.
- d) to undertake to supply Goods or Services free of any liens, rights or claims of third parties.
- e) to provide Goods or Services suitable for the purpose indicated in the Order or agreed with the Purchaser.
- f) to provide Goods or Services free from manufacturing or operational defects and in compliance with applicable standards.
- g) to transport or ship the Goods or Services in accordance with applicable regulations regarding transportation, national and international shipping.
- h) to comply with all obligations that are or may be imposed by laws or regulations that may come into force even after the date of acceptance or commencement of fulfilment of the Order with regard to occupational safety, insurance, social security, welfare, and labour relations in general (including, for example, temporary employment) and to have complied and continue to comply with all obligations deriving from the applicable collective bargaining agreement or any supplementary agreements thereto.
- i) to ensure that all of its own suppliers are in good standing with regard to personnel and relative obligations as specified in paragraph h) above and to provide, at the Purchaser's request, the names of any suppliers it uses to produce the Purchaser's Goods or Services.

11.9 It will also be the Purchaser's right, as a consequence of a breach, misrepresentation or inaccuracy of any of the aforementioned declarations and guarantees, to legally terminate the Order pursuant to article 1456 of the Italian Civil Code, without prejudice to the right to compensation for any damages.

#### **ART. 12 WARRANTY AND REMEDIES**

12.1 Unless otherwise agreed, the warranty on the purchased goods or services shall have a contractual duration of no less than 30 (thirty) months from the date of consignment.

12.2 In all cases of nonconformity of Goods or Services emerging during the warranty period and under the responsibility of the Supplier, the relative procedure is as follows:

- i. The Purchaser will provide the Supplier, in writing, with all necessary information relating to the alleged NC with the required characteristics of the Good(s) and, upon formal

request, will return the replaced goods, with transportation costs charged to the Supplier.

- ii. For each nonconformity, the Supplier will be obliged to inform the Purchaser of the acceptance of the non-conformity within 24 (twenty-four) hours from receipt of the communication and, at the Purchaser's request, to replace the non-conforming Goods, with transportation costs borne by the Supplier if continuity of production is to be ensured.
- iii. The Supplier is obliged, for each nonconformity received and for all defective Goods or Services received from the Purchaser (at zero hours at the Purchaser's production plants or at Dealerships), to carry out a thorough root-cause analysis in order to apply effective corrective actions to avoid recurrence of the problem presented. The 8D method is required for said analysis.
- iv. The Supplier is required, within 5 (five) days of receipt of the nonconformity, to provide the Purchaser with information on the actions taken to correct the nonconformity of the returned Goods together with a record of the inspection of the Goods repaired as new (usable in production) demonstrating conformity of the same.

12.3 The Purchaser may, at its own discretion, demand an appropriate price reduction or termination of the contract in the event of any of the following situations:

- Repair and replacement are objectively impossible.
- The Supplier has failed to repair or replace the goods within 5 (five) days of receipt of the nonconformity.
- The Supplier has failed to accept the transportation and replacement costs for the defective nonconforming Goods.
- The replacement or repair previously carried out has caused considerable inconvenience to the Purchaser and is unsatisfactory.

This is without prejudice to the fact that any costs incurred by the Purchaser for the identification and replacement of defective Goods shall be charged to the Supplier, who hereby authorises the Purchaser to deduct said costs, where possible, from any payments still due for pending Orders.

12.4 The exercising of the rights listed above shall in no way affect the Purchaser's right to compensation for any damage caused by defects or nonconformity of the products. Even if the Purchaser has replaced the defective Goods with other Goods already at its disposal or in stock, the Supplier is nevertheless obliged to replace the defective Goods at its own expense.

12.5 In the event of a breach of any warranty, the entire warranty period shall recommence for the defective Goods from the date on which the remedy was completed to the satisfaction of the Purchaser.

12.6 The Supplier is liable to all intents and purposes for any loss, damage or deterioration suffered by the Purchaser as a result of and/or in relation to any product defects and/or defective or inadequate packaging of the products.

12.7 In the event of repeated malfunctions, breakages and/or nonconformities of Goods forming part of a single batch or of multiple batches, and said defects are attributable to the use of materials or processes that are unsuitable or not in conformity with the technical documentation relative to the Order, the Purchaser will have the right to ask the Supplier to replace all the Goods forming part of the same batch(es), under the Supplier's responsibility and at its expense, without prejudice to the right to compensation for damages.

12.8 In the event of damage attributable as per arts. 12.6 and 12.7, or attributable to nonconformity, the Supplier will be held liable for damages consisting in loss of production and/or earnings.

In the event of production downtime with the immediate recall of completed cranes for the replacement of safety-related components due to non-apparent or repetitive nonconformities, the Supplier, in addition to the provisions of arts. 12.6 and 12.7, will be held liable for consequential damages in terms of loss of production and/or earnings, within the limit of 20% of the overall value of the Purchase Order. The latter liability is cumulative with that of arts. 12.6 and 12.7, irrespective of the overall value.

## **ART. 13 INSURANCE**

13.1 The Supplier is required to take out an insurance policy with a leading insurance company and maintain it in force for the duration of the contract and until the end of the warranty period for the Goods or Services consigned, with suitable coverage limits, to cover damage caused to the Purchaser and third parties by the Goods or Services consigned. Furthermore, it is understood that any exclusions, excesses and/or insufficiencies in terms of coverage limits will be the full responsibility of the Supplier.

13.2 In particular, the following risks must be covered:

13.2.1 Damage due to production downtime.

13.2.2 Damage caused to the Purchaser's product (knuckle-boom cranes) by the manufacturing item provided by the Supplier in the event that said item has become physically indivisible or is a divisible component applied during assembly of the crane.

13.2.3 Damage resulting from the replacement of an entire batch (art. 12.7).

13.2.4 Third-party liability insurance.

13.2.5 Employer's liability insurance (EPLI).

13.3 The cost of any insurance policies is to be covered exclusively by the Supplier.

13.4 The Supplier undertakes to provide copies of the aforementioned policies within 3 (three) days from receipt of a relative request from the Purchaser.

13.5 The Purchaser, without prejudice to its contractual or statutory rights, reserves the right to offset any claims related to the Supplier's performance against any amounts due to the Supplier under any contract at any time.

13.6 In the event that, with the Purchaser's authorisation, the Supplier uses third-party companies for the production of all or part of the Goods or Services specified in the Order, the Supplier shall remain liable to the Purchaser for all direct and indirect damages.

## **ART. 14 INDEMNITY**

The Supplier:

- a) undertakes to indemnify and hold the Purchaser harmless from any damage, costs (including legal and/or court costs, transportation or return costs) or losses it may suffer as a result of third-party claims: (i) regarding the use of the Goods or Services provided by the Supplier, (ii) in the event of malfunctions, loss of data or damage resulting from use of the same or (iii) defectiveness, unreliability, lack of safety of the Goods or Services and/or their nonconformity with regulatory or contractual requirements.
- b) undertakes to reimburse the Purchaser for all damages resulting from the defective and/or non-conforming Goods or Services, as well as the costs of repair (including materials used), disassembly and assembly of any Goods already incorporated into or installed on the final Goods, as well as all labour costs and all costs associated with any repairs or restoration works.

## **ART. 15 CONFIDENTIALITY**

15.1 The Supplier undertakes to respect and ensure that its employees and/or auxiliaries respect the obligation of confidentiality concerning all information, data, documents and news related to the Order or, in any case, of which it will become aware, for any reason whatsoever, in relation to the fulfilment of the supply. The aforementioned data and information are understood to include any information regarding the business of the Purchaser, its Goods and its personnel, acquired during provision of the supply.

15.2 The Supplier shall be obliged to implement all necessary preventive measures and, in particular, all actions, including those of a legal nature, necessary to prevent the dissemination and use of the above. In particular, the Supplier agrees to:

- a) - ensure that the data and information acquired are used exclusively in the interests of the Purchaser for purposes inherent to the performance of the Contract.
- b) - guarantee that none of said information is disclosed to third parties outside the scope of the Contract for any

reason whatsoever except with prior written consent from the Purchaser.

15.3 In the event that disclosure of materials or information has been caused by acts or deeds directly or indirectly attributable to the Supplier, its employees and/or auxiliary personnel, the Supplier will be obliged to indemnify the Purchaser for damages that are directly or indirectly related to said disclosure.

15.4 The obligations of confidentiality referred to in this article will remain in force for the period of validity of the Order and for 5 (five) years after termination of validity of the Order for any cause and/or reason whatsoever, unless the communication of confidential data and/or information is required by order of a judicial authority or other competent authority. In said cases, the Supplier is obliged to inform the Purchaser in advance in order to avoid or limit any harm to the Purchaser's business.

15.5 In the event of non-compliance with the obligations set forth in the preceding paragraphs, the Order shall be deemed to be legally terminated pursuant to article 1456 of the Italian Civil Code, without prejudice to the right to compensation for all damages.

#### **ART. 16 INTELLECTUAL AND INDUSTRIAL PROPERTY**

16.1 The drawings, models, specifications and any technical documentation made available to the Supplier by the Purchaser for the realisation of the Goods or Services supplied, even in the case that the Supplier has provided additional drawings or made improvements to said goods, may be used by the Supplier exclusively for the execution of the Purchase Order, and the ownership of the rights relating to the goods or services produced or supplied, as well as of the drawings or improvements, shall remain that of the Purchaser, subject to the provisions of art. 6 of Italian Law 192/98.

16.2 The Supplier is responsible for the dutiful conservation of said property and must return it in good condition once the supply has been fulfilled. Failure to return drawings, models, specifications and technical documentation for any reason whatsoever does not entail any transfer of intellectual property to the Supplier.

16.3 At the Purchaser's request, the Supplier will be required to provide the Purchaser with a document summarising the technical specifications of the Goods or Services supplied.

16.4 The Supplier guarantees that the Goods or Services covered by the Contract are not the subject of patent, exclusive or usage rights or other intellectual and/or industrial property rights held by third parties.

In any case, it expressly undertakes to defend and hold the Purchaser fully harmless from any third-party claims in this respect. Said indemnity includes all expenses and costs incurred by the Purchaser as a result of any actions brought by third parties.

16.5 In the event of non-compliance with the obligations set forth in the preceding paragraphs, the Order shall be deemed to be legally terminated pursuant to article 1456 of the Italian Civil Code, without prejudice to the right to compensation for all damages.

#### **ART. 17 LOAN OF TOOLS AND EQUIPMENT**

17.1 In the event that the Purchaser provides the Supplier, through loan, with tools and/or equipment for the manufacture of its own articles, the Supplier is obliged to ensure that said tools are suitable for the production of articles conforming to the required technical and quality specifications. In the event that the instruments do not prove to conform, the Supplier must promptly inform the Purchaser's Procurement Department by email prior to accepting the Order.

17.2 Any equipment provided on loan for use, and any materials consigned for orders for contracted processing will remain the exclusive property of the Purchaser and may be used solely for the fulfilment of its Orders.

17.3 The Supplier is responsible for the proper storage and maintenance of the tools, equipment and materials received for contracted processing, in accordance with the provisions of IEC61340-5-1. The Supplier undertakes not to make any modifications to the equipment received on loan for use without the prior written consent

of the Purchaser. Any unauthorised modifications will render the Supplier liable for any damage to or nonconformity of the resulting products.

17.4 The Supplier is obliged to take out a fire and theft insurance policy specifically to cover equipment and materials owned by the Purchaser, or to include said equipment and materials to be covered by its own general insurance policy.

17.5 In the event that the Purchaser requests the return of equipment or materials, the Supplier must actively cooperate in facilitating their transportation and return within a reasonable period of time, providing any necessary documentation certifying the condition of the goods on return.

17.6 In the event of termination of the contractual relationship between the Purchaser and the Supplier, any equipment on loan for use and any materials provided for contracted processing must be returned immediately to the Purchaser or handled according to the instructions provided by the Purchaser. The Supplier remains responsible for the goods until their effective reassignment.

17.7 The Purchaser reserves the right to request an inventory of materials supplied for contracted processing and present in the Supplier's warehouse. The result of said inventory must be sent to the Procurement Department no later than 15 (fifteen) working days from the date of the request.

17.8 The Supplier must ensure that the personnel assigned to use the equipment on loan are adequately trained and qualified to operate said equipment in accordance with the technical and safety specifications indicated by the Purchaser.

#### **ART. 18 FORCE MAJEURE**

18.1 Force majeure is defined as the occurrence of events or circumstances that preclude or prevent the Supplier from performing one or more of its contractual obligations in accordance with the Contract or the GTCF, if and to the extent that the Supplier demonstrates that:

- a) the impediment is beyond its reasonable control; and
- b) that this could not reasonably have been foreseen at the time of the conclusion of the Contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the Supplier.

18.2 If the Supplier fails to perform one or more of its contractual obligations due to non-performance of a third party that it has entrusted with the whole or partial fulfilment of the Contract, the Supplier may invoke force majeure only to the extent that the requirements of art. 18.1 are fulfilled both for itself and for the third party.

18.3 In the event that the Supplier is entitled to invoke this force majeure clause, it must notify the Purchaser within a reasonable period of time and will be released from its obligation to fulfil its contractual obligations as well as from any liability for damages or any other contractual remedy for non-fulfilment from the moment the impediment causes impossibility to comply until such impediment ceases, without prejudice to the Purchaser's right, after a period of 3 (three) months from the beginning of the impediment, to terminate the Contract without penalty.

#### **ART. 19 CODE OF ETHICS**

19.1 The Supplier declares that every Order will be fulfilled in full compliance with the Code of Ethics adopted by the Purchaser, as amended, which the Supplier declares to be aware of and to accept. The aforementioned document is available on the Purchaser's website at <http://www.fassi.com>.

19.2 The non-observance, even partial, of the principles established in the aforesaid Code of Ethics will constitute a serious breach and will entitle the Purchaser to legally terminate the Order pursuant to article 1456 of the Italian Civil Code, without prejudice to the right to claim any further damages.

#### **ART. 20 PROHIBITION OF TRANSFER**

20.1 It is absolutely forbidden for the Supplier to either wholly or partially transfer the Order for any reason whatsoever unless formally

authorised in writing by the Purchaser.

20.2 Pursuant to article 1280, final paragraph, of the Italian Civil Code, no receivables due to the Supplier as a result of fulfilment of the Order may be transferred without the prior written consent of the Purchaser.

20.3 If these obligations are not fulfilled, the Purchaser is entitled to declare the Order legally terminated.

#### **ART. 21 WITHDRAWAL**

21.1 Without prejudice to the rights provided for in art. 3.4, the Purchaser has the right to withdraw from the contract at any time, by registered letter with acknowledgement of receipt or by certified mail, if:

- the financial position of the Supplier is or risks being profoundly/substantially damaged, thus jeopardising the supply commitment to the Purchaser.
- the Supplier has become insolvent or is in excessive debt.
- the Supplier files for bankruptcy, arrangement or other insolvency proceedings or debt restructuring.
- the Supplier transfers the business branch to a third party.

21.2 In the event that the Supplier only partially fulfils the supply, the Purchaser is entitled to cancel the entire contract if it is not interested in partial fulfilment.

#### **ART. 22 EXPRESS TERMINATION CLAUSE AND BREACH**

22.1 The Purchaser reserves the right to terminate any Order pursuant to article 1456 of the Italian Civil Code, by written notice sent to the Supplier, in the event of breach of the obligations set forth in arts. 4, 6, 8, 12, 13, 16, 19 and 20, without prejudice to the Purchaser's right to request termination of the contract pursuant to article 1453 of the Italian Civil Code in all cases of breach of contract by the Supplier.

22.2 In the event that the Purchase Order has already been partially fulfilled and the Goods or Services have been accepted without reservation, termination shall apply to the part of the Contract not yet fulfilled.

22.3 Termination shall not limit the Purchaser's right to claim damages for any said breaches or to request the application of penalties or other compensation, to enforce warranties and to exercise any other rights accrued up to that moment.

#### **ART. 23 PROCESSING OF PERSONAL DATA**

23.1 The Supplier declares that it has received appropriate information from the Purchaser pursuant to Regulation (EU) 2016/679 (art. 13), which can be consulted via the following link:

<https://privacy.fassi.com/fornitori>

Personal data shall be processed by the Purchaser exclusively for the pursuit of purposes relative to orders and their fulfilment.

23.2 With regard to the processing of personal data of which they become aware in the fulfilment of the Contract, the Parties undertake to observe and ensure that their employees observe the provisions on the protection and safeguarding of personal data set forth in EU Regulation 2016/679 (GDPR), even after the expiry of the Contract in question, providing for the appointment of external Data Processors, if necessary, pursuant to the aforementioned regulation.

23.3 Data will be collected and recorded lawfully and fairly with respect to the aforementioned purposes and will also be processed with the aid of electronic or otherwise automated means and specific databases, in terms not incompatible with said purposes and, in any

event, in such a manner as to guarantee the security and confidentiality of said data. Personal data provided by the Parties will not be disclosed to the public.

#### **ART. 24 APPLICABLE LAW AND OFFICIAL TEXT**

24.1 These General Terms and Conditions, any Specific Terms and Conditions, and orders referring to the same, are governed exclusively by Italian law.

24.2 The Court of Bergamo shall have exclusive jurisdiction for all disputes arising from the contractual relationship between the Supplier and the Purchaser. The Purchaser is, however, entitled to initiate legal action against the Supplier at its general court if it so desires.

24.3 If one or more provisions, or parts thereof, of these General Terms and Conditions of Purchase are invalid or become invalid for any reason whatsoever, this will not affect the validity of the remaining provisions. The Supplier and the Purchaser undertake to replace any invalid provisions with the contractual provisions of Italian law.

24.4 This General Terms and Conditions have been prepared in Italian and English. In the case of any discrepancies, the Italian text will always prevail.

These General Terms and Conditions can be accessed, saved and printed from the Purchaser's website at the following link <http://www.fassi.com>.

Albino, date \_\_\_\_\_

The Supplier

Company name: \_\_\_\_\_

Registered office: \_\_\_\_\_

VAT n.: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Role: \_\_\_\_\_

Pursuant to and for the purposes of article 1341, paragraph II, of the Italian Civil Code, the Supplier declares to be aware of, to accept and to specifically approve the clauses set forth in the following articles: Art. 4 (Quality - Environment - Social Responsibility); Art. 7 (Checks on consignment); Art. 9 (Consideration and invoicing); Art. 10 (Late delivery); Art. 12 (Warranty and remedies); Art. 14 (Indemnity); Art. 18 (Force majeure); Art. 21 (Withdrawal); Art. 22 (Express termination clause and breach); Art. 24 (Applicable law and official text).

Supplier's Signature:

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