

This english version is intended as a courtesy translation, the italian version of this agreement shall prevail with respect to its interpretation and application.

**INDEX**

<b>1. GENERALITIES .....</b>	<b>2</b>
<b>2. DRAWINGS AND OTHER TECHNICAL DOCUMENTS AND SPECIFIC EQUIPMENT 2</b>	
<b>3. MATERIAL INTENDED FOR PROCESSING.....</b>	<b>4</b>
<b>4. REGULATION OF CONTRACTING ACTIVITIES .....</b>	<b>4</b>
<b>5. DELIVERY .....</b>	<b>6</b>
<b>6. FORCE MAJEURE.....</b>	<b>8</b>
<b>7. QUALITY OF SUPPLIES - ACCEPTANCE .....</b>	<b>8</b>
<b>8. SUPPLY CHANGES .....</b>	<b>9</b>
<b>9. RESPONSABILITIES, WARRANTY, PRODUCT LIABILITY, INSURANCE. ...</b>	<b>10</b>
<b>10. TERMINATION OF THE CONTRACT FOR NON-PERFORMANCE.....</b>	<b>10</b>
<b>11. RECESS.....</b>	<b>11</b>
<b>12. CONSEQUENCES OF TERMINATION/RECESS.....</b>	<b>11</b>
<b>13. ORDER PRICES .....</b>	<b>11</b>
<b>14. INVOICES, DELIVERY REMITTANCES.....</b>	<b>12</b>
<b>15. PAYMENTS .....</b>	<b>12</b>
<b>16. 231/01 MODEL, CODE OF CONDUCTS AND O.M.C.M. S.R.L POLICY.....</b>	<b>12</b>
<b>17. DISTINCTIVE SIGNS AND INTELLECTUAL PROPERTY.....</b>	<b>13</b>
<b>18. CONFIDENTIALITY .....</b>	<b>13</b>
<b>19. TREATMENT OF PERSONAL DATA.....</b>	<b>14</b>
<b>20. APPLICABLE LAW AND JURISDICTION .....</b>	<b>14</b>

## 1. GENERALITIES

### 1.1.

The following general conditions apply to all supplies of:

- materials,
- interventions on O.M.C.M. s.r.l. materials,
- and/or contracted services (machining, assembly, etc.) by O.M.C.M. s.r.l. for use in its products and/or for the operational use of the same;
- toolings.

### 1.2.

The order and/or its execution is not assignable by the Supplier, even partially, unless explicitly authorized in writing by O.M.C.M. s.r.l.

### 1.3.

The Order shall be considered finalized only after written acceptance (confirmation) by the Supplier. It is expressly recalled that such confirmation implies acceptance by the Supplier of both what is explicit in the 'Order, both the SQA (Supplier Quality Agreement) where referred to in the order itself, and the contents of the documents simply referred to therein for brevity. In case of failure to return within 5 days but with relative performance by the Supplier of the service object of the order, this constitutes acceptance of the order itself.

### 1.4.

If the purchase order recalls the SQA (Supplier Quality Agreement), the supplier shall execute the supply according to the latest version of the SQA transmitted through standard communication channels such as email, drive, portals shared between the parties etc.

The Supplier agrees to review, within 10 days from the date O.M.C.M. s.r.l. notifies him of the sending the updated SQA.

After this deadline, the conditions of the SQA will be considered tacitly accepted.

### 1.5.

**Communications between the Parties will be sent to the following e-mail addresses:**

- Supplier
  - e-mail indicated by the supplier
- O.M.C.M. s.r.l.
  - e-mail: [amministrazione@omcm.it](mailto:amministrazione@omcm.it)

## 2. DRAWINGS AND OTHER TECHNICAL DOCUMENTS AND SPECIFIC EQUIPMENT

### 2.1.

The drawings, specifications, standards, tables and any other technical documentation, as well as the models, samples and specific toolings that O.M.C.M. s.r.l. makes available to the Supplier-including what may have been made by the Supplier itself and sold to O.M.C.M. s.r.l. (hereinafter referred to as "toolings") - shall remain the property of O.M.C.M. s.r.l. itself (and/or of its customers, should such documents be their property) and may be used only for the performance of the Order.

### 2.2.

In connection with such documentation and technical information, the Supplier, even after the termination of the supply relationship, is required to:

2.2.1. keep them with the utmost care and confidentiality and return them to O.M.C.M. s.r.l.;

2.2.2. mark them as the property of O.M.C.M. s.r.l. (and/or its clients if specifically indicated) in cases where it has not done so;

2.2.3. not to reproduce or copy them except to the extent expressly authorized by O.M.C.M. s.r.l. and not transmit them or disclose their contents to third parties, do not apply for any industrial property rights in relation to the same;

2.2.4. not to produce or cause to be produced and/or supply to third parties, in any capacity, directly or indirectly, parts designed or produced by exploiting the above technical instructions;

2.2.5. impose or guarantee compliance with the obligations arising from this article on any third party cooperating with him to whom he has been authorized by O.M.C.M. s.r.l. to transmit the above technical instructions as part of the execution of the order.

2.3.  
The Supplier shall take the necessary measures for the good custody, preservation of toolings, models and samples, and shall provide at its own expense for their routine maintenance and calibration. The Supplier undertakes to allow O.M.C.M. s.r.l.'s employees to check, during normal working hours, the manner of their storage and use as well as their state of use;

The Supplier is responsible for the loss, damage, or destruction of toolings.

2.4.  
The Supplier shall provide insurance for the equipment, either with a primary company under a specific policy or by making it part of the plant's general insurance policy, for the value of reconstruction and/or replacement to new against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage, and for the risk of third-party liability for damage to persons and/or property;

2.5.  
Unless otherwise agreed, any extraordinary repairs, replacements, or remakes, even if only partial, of the tooling in dependence of normal wear and tear, shall be borne by O.M.C.M. s.r.l. only for the period relating to the individual contract and on condition that the toolings are adequate to the requests of OMCM S.r.l., as well as that such activities are not caused by accidents, negligence, or other causes attributable to the Supplier: in such cases, all expenses shall be borne by the latter;

2.6.  
The Supplier undertakes not to transfer the specific toolings outside its facilities except to the extent expressly authorized by O.M.C.M. s.r.l. from time to time, and not to transfer it to third parties for any reason whatsoever, or to establish guarantees on it;

2.7.  
The provisions of paragraphs 2.2 and 2.4 also apply in the event that the specific toolings made by the Supplier based on O.M.C.M. s.r.l.'s specifications and designs is the property of the Supplier, as this must be understood to be used exclusively for supplies intended for O.M.C.M. s.r.l.

In this case, the Supplier shall provide at its own expense for the ordinary and extraordinary maintenance, refurbishment (if necessary) as well as the preservation of the toolings until O.M.C.M. s.r.l. authorizes its scrapping;

2.8.  
The Supplier further warrants (a) that the production, use and marketing of the subject matter of the supply does not involve infringement of industrial and/or intellectual property rights of third parties, (b) that it is the owner of all software licenses necessary to carry out the activities covered by the supply,

and of the related active support and maintenance contracts (where necessary), and it undertakes to hold O.M.C.M. s.r.l. harmless from any claim or action by third parties in this regard.

### **3. MATERIAL INTENDED FOR PROCESSING**

3.1.  
If the material is procured by the Supplier, it is within the authority of O.M.C.M. s.r.l. to request the documentation certifying that the material procured meets specifications and to inspect it prior to its use

3.2.  
If the materials are supplied by O.M.C.M. s.r.l., the Supplier is obliged to provide appropriate insurance for the same against fire and theft. The Supplier is obliged to verify the integrity and quantity of the materials supplied. The Supplier is obliged to give notice within 8 days to O.M.C.M. s.r.l. of defects or flaws in the materials supplied by it if they are discovered during the course of the supply and may jeopardize its proper execution;

### **4. REGULATION OF CONTRACTING ACTIVITIES**

4.1.  
In the case of the contracting of works, works and services, the contractor and/or the self-employed/professional worker (hereinafter also referred to as "Supplier") is responsible for of compliance with all applicable laws and regulations for the proper execution of the same, none excluded, including those issued during the term of the contract or of work.

4.2.  
The execution of the Work/Service will be managed by the Supplier with the assumption of business risk, with the use of its own specialized and adequately trained personnel and its own facilities according to all that is necessary for the correct and punctual execution of the Supply and without any constraint of dependence and/or subordination to O.M.C.M. S.r.l.

4.3.  
The purchase and management of materials and consumables required to perform the works/services in a workmanlike manner will be the sole responsibility of Supplier, unless otherwise agreed.

4.4.  
By accepting the order, the Supplier represents and warrants the following:

4.4.1. that the Work/Service will be performed in a workmanlike manner and with the best diligence required by the nature of the services;

4.4.2. that he have carefully evaluated and accepted:

- (i) (i) the specific qualitative, technical and reliability characteristics of the Work/Service to be performed required by O.M.C.M. s.r.l.;
- (ii) and its ability to perform the Work/Service in full compliance with the Contract;

4.4.3. to dispose:

- (i) of personnel adequate in number, experience, and technical knowledge;
- (ii) of toolings/equipment complying with the requirements of the Legal Regulations for the Protection of Safety and the Environment, with the technical characteristics appropriate to the specifics of the Activity to be performed and the workplaces where they are to be used;
- (iii) of all resources, including financial resources, that are necessary to carry out the Work/Service;

- 4.4.4. to be aware of all the technical information referred to in the Contract or and safety, necessary for the performance of the Work/Service and to undertake to perform the Work/Service in compliance with them and with the Regulations of Law;
- 4.4.5. to ensure that its employees are paid not less than what is stipulated in any national collective bargaining regulations. In particular, the Supplier for the implementation of the Work/Service undertakes to:
- (i) make exclusive use of personnel duly employed in accordance with the Norms of Law with the prohibition of resorting, even on a temporary basis, to the use of persons who do not have the necessary authorizations, Public Security, Labor Inspectorate and Municipal permits and related clearances that may be required by the Norms of Law;
  - (ii) carry out all formalities relating to social security and insurance contributions for all its own personnel and, if necessary, those of its auxiliary third parties, in accordance with the provisions of the Law;
- 4.4.6. to guarantee to O.M.C.M. s.r.l. that all legal, economic and insurance, social security, contractual and any other kind of charges arising from the working relationship with its staff and its third-party auxiliaries are and will remain at its full and exclusive charge. In particular, the Supplier, in the event of any action, judicial or otherwise, request, claim made against O.M.C.M. s.r.l. by its employees and its third-party auxiliaries, by Social Security Bodies or by Public Authorities of the Financial Administration, undertakes even after the expiration of the Contract and for the term of 10 years, subject to at least 15 days' written notice by O.M.C.M. s.r.l., to:
- (i) promptly intervene to remedy any non-compliance or irregularity complained;
  - (ii) provide O.M.C.M. s.r.l. with any necessary information and documentation;
  - (iii) to keep O.M.C.M. s.r.l. relieved and indemnified from any claims and/or actions made by the aforementioned parties in relation to the activities referred to in the Supply;
  - (iv) and reimburse O.M.C.M. s.r.l. for any charges and expenses incurred as a result of the above actions, authorizing as of now O.M.C.M. s.r.l. itself to withhold the amount of charges and expenses incurred, from the amounts due to Supplier;
- 4.4.7. to provide in written form every 3 (three) months and in any case at any time and upon simple request of O.M.C.M. s.r.l., any news and information necessary for the knowledge of the contractual pay, contribution and compulsory insurance position (hereinafter the "Compulsory Contractual Documentation") of its employees and its third-party auxiliaries (such as, by way of non-exhaustive example, the employer's certificate of social security contributions: "DURC").
- 4.4.8. Pursuant to Article 12 below, O.M.C.M. s.r.l. reserves the right to suspend, upon the expiration of individual due dates, the payment of the consideration if the Mandatory Contractual Documentation is not produced or is found to be inadequate. Without prejudice to the Supplier's obligations under Article 4.4.7, if, as a result of such verification, a wage and/or contribution and/or insurance irregularity of its employees or auxiliary third parties is established, the Supplier undertakes to:
- (i) take prompt action to remedy any noncompliance or irregularity found;
  - (ii) and to hold O.M.C.M. s.r.l. harmless and indemnified from any costs or expenses incurred in connection with such verification;

4.5.

In the course of the performance of the Contract, the Supplier, if requested to do so, undertakes to provide O.M.C.M. s.r.l. with approved financial statements and, where available, audited financial statements.

4.6.

In the performance of the Activities governed by these General Conditions and the Order, the Supplier undertakes to comply and to have its employees, third-party auxiliaries and any sub-contractors comply with and enforce compliance with all the Legal Regulations for the Protection of Safety and the Environment and, upon simple request by O.M.C.M. s.r.l., the Supplier shall make available all documentation suitable to prove compliance.

4.7.

In the performance of the Work/Service, the Supplier shall be solely responsible for any damage or injury suffered by its employees, workers, consultants, or third parties.

4.8.

The Supplier during the execution of the Contract undertakes, at its own care and expense and under its sole responsibility, to provide, as the producer of the waste generated by the execution of the Work/Service, for the disposal of the same, in compliance with the Legal Regulations for the Protection of Safety and the Environment.

4.9.

Any deviation on the part of the Supplier with respect to what is stated and guaranteed hereinabove and to the commitments undertaken: (i) shall in no way exempt the Supplier from any liability provided for herein; and (ii) shall result in the Supplier's obligation to hold O.M.C.M. s.r.l. harmless and indemnified from all damages that may arise from the Supplier's failure to comply with what is stated and guaranteed hereinabove.

4.10.

The Supplier acknowledges and takes note that compliance with the provisions of this Article 4 constitutes an essential condition for O.M.C.M. s.r.l. to conclude the Contract and that as a result of any failure to comply with the obligations set forth in this Article 4, O.M.C.M. s.r.l. may suffer damages. O.M.C.M. s.r.l. therefore reserves the right to verify at any time the correct fulfillment of the obligations contractually assumed by the Supplier in this Article 4, and without prejudice in any case to compensation for damages suffered, O.M.C.M. s.r.l. may terminate the Supply Order pursuant to Article 10, if as a result of such verification it finds that the Supplier has failed to fulfill the obligations assumed herein.

## 5. DELIVERY

5.1.

The delivery of what has been ordered, for the purpose of ascertaining compliance with the delivery terms and the transfer of the risk of the goods from the Supplier to O.M.C.M. s.r.l., takes place the act of delivery of the goods themselves at the warehouses and/or factories intended.

5.2.

Storage, marking, packaging, labeling, identification, shipping and transportation of the ordered Goods shall be in accordance with the instructions of O.M.C.M. s.r.l.

The Goods shall be delivered in the mutually agreed upon packaging which may not be changed except with the authorization of O.M.C.M. s.r.l.

The Supplier shall be liable for damages resulting from any delay, loss, or damage due to deficient marking, packaging, labeling, identification, shipping, or failure to comply with the above instructions.

5.3. Delivery deadlines and schedules are binding and essential and, with respect to them, no delays or early deliveries are permitted unless otherwise agreed in writing.

In the event of delays in delivery, or non-delivery, or refusal to deliver (in the latter case, at least 6 (six) months' written notice is required), not due to circumstances of force majeure, O.M.C.M. s.r.l. shall have, at its option and without prejudice to its right to compensation for greater damages actually suffered, one or more of the following faculties:

- 5.3.1. to demand the execution of the order, in whole or in part;
- 5.3.2. to keep the order firm by charging the Supplier for the consequent fixed costs, the costs of unused labor and/or additional labor required for recovery, except for greater damages where the non-delivery or delayed delivery is such as to jeopardize the possibility of meeting the commitments of O.M.C.M. s.r.l.
- 5.3.3. to procure elsewhere and at any time what has been ordered (and this also outside the cases provided for by Art.1516 c.c.) at the Supplier's expense and risk, subject to prior written notice to the same. In this case, the Supplier must in any case guarantee the supply until O.M.C.M. s.r.l. has entered into a contract with another supplier as well as bear all consequent expenses;
- 5.3.4. to terminate, with immediate effect, the order, as of right in accordance with and to the effects of Art. 1456 of the Italian Civil Code by simply notifying the Supplier, without following the procedure provided for in Art. 8.
- 5.3.5. to receive a penalty corresponding to five (5) % of the total value of the allocated supply referred to in the order for each seven days and/or fraction thereof, of delay, up to a maximum of twenty (20) % of the total value of the allocated supply for the specific order.

5.4. In the event that the execution of the order is prevented by the occurrence of proven circumstances of Force Majeure, meaning what is provided for in 'art.6, the delivery terms shall be considered extended and the new term will be established by mutual agreement between the parties in relation to the impediment and this on condition that the Supplier has promptly informed O.M.C.M. s.r.l. of the occurrence of the circumstance of Force Majeure and has taken all measures to limit its effects. The circumstance of Force Majeure may not be invoked if it arises after the expiration of the agreed delivery period. Should the circumstance of Force Majeure result in a delay in delivery irreconcilable with the needs of O.M.C.M. s.r.l. The latter shall have the right to terminate the order, in whole or in part, at any time, by simple written notice to the Supplier.

5.5. The liability of O.M.C.M. s.r.l. is excluded if the failure to deliver to its plants is due to Force Majeure, including strikes, fire, picketing or other circumstances beyond its control.

5.6. O.M.C.M. s.r.l. reserves the right to return supplies received before the agreed deadline at the Supplier's expense and risk or to charge the Supplier for storage costs.

Payment for supplies received in advance will be authorized only if the same have been accepted by O.M.C.M. s.r.l. and, in any case, will take place in accordance with the agreed delivery schedules.

5.7.

O.M.C.M. s.r.l. is obliged to accept only the quantities ordered.

Any acceptance by O.M.C.M. s.r.l. of quantities other than those ordered must in all cases be expressly agreed upon through written exceptions agreed upon with the purchasing office or the plant manager of O.M.C.M. s.r.l.

Any surplus that has not been accepted in advance by O.M.C.M. s.r.l. will be returned to the Supplier at the Supplier's expense and risk.

## 6. FORCE MAJEURE

Force majeure is defined as any event which is beyond the control of the parties and which is unforeseeable by the parties on the date of signing the Order, meaning any event however occurring involving either party in any capacity and including, among others, (i) war (declared or undeclared), hostilities, invasion, acts of a foreign enemy, extensive military mobilization; (ii) civil war, riot, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency or trade restrictions, embargo, sanctions; (iv) acts of authority, lawful or unlawful, compliance with government laws or orders, regulations, expropriation, confiscation of property, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural events; (vi) explosion, fire, destruction of equipment, prolonged suspension of transportation, telecommunications, or power; (vii) generalized social conflicts, such as in particular boycott, strike and lockout, white strike, occupation of factories and buildings.

A strike is considered a cause of force majeure when it is general, national, regional, or provincial in nature and has directly affected the Supplier.

It is clarified that under no circumstances will delays by subsuppliers be considered a cause of force majeure.

## 7. QUALITY OF SUPPLIES - ACCEPTANCE

7.1.

The Supplier agrees to comply exactly and punctually, with each shipment, with the instructions specified by OMCM s.r.l., as well as with all the provisions of the Supplier Quality Agreement (SQA), if referred to in the purchase order.

The mere delivery of the ordered Goods does not mean their acceptance, which takes place only after verification by the O.M.C.M. s.r.l. Control Departments of their actual condition (quality and quantity) and full compliance with all applicable requirements, including accompanying documentation as required in Article 15 of this document.

7.2.

The Supplier undertakes to carry out and have carried out all tests and/or inspections necessary to establish the reliability and suitability of the Supply for the intended use as well as its compliance with the requirements Italian and foreign legal requirements. The results of the aforementioned checks and tests will not bind O.M.C.M. s.r.l. which reserves the right to give approval to supply the Goods at its sole discretion. In the event that the Supply consists of parts for production to specification, the Supplier is authorized to begin production only after receiving approval of the equipment, or having received derogation from O.M.C.M. s.r.l.

## 7.3.

Should the Supply be rejected for non-compliance with the requirements and specifications of O.M.C.M. s.r.l.,

the Supplier undertakes and is obligated at its own expense to restore the conformity of the Supply. The Supplier is also obligated to compensate O.M.C.M. s.r.l. for any damages resulting from the non conformity of the Supply, including in terms of delays to O.M.C.M. s.r.l.'s customers.

In particular, in the presence of supplies not accepted due to nonconformity, O.M.C.M. s.r.l. will have, at its choice, one or more of the following faculties:

- recover nonconforming products with additional processing at the supplier's premises and at the supplier's expense;
- charge the Supplier the cost of repair by O.M.C.M. s.r.l. or its End Customer, subject to agreement with the Supplier;
- request the replacement of nonconforming products or the entire batch to which they belong;
- in the event that the Supplier is unable to resolve defects, obtain defect resolution through a third party at the Supplier's risk and expense;
- reject nonconforming products or the entire batch to which they belong, without requiring replacement and without having to pay anything.

In any case, O.M.C.M. s.r.l. reserves the right to agree on a charge with the Supplier based on the table contained in the "Supplier Quality Agreement" (SQF) in the event that it is referred to in the purchase order.

In the case of material supplied by O.M.C.M. s.r.l. on account of work, no compensation will be paid to the Supplier for work performed on products that are discarded due to material defects and/or faults not reported within eight working days of receipt, provided they are not hidden.

## 7.4.

The Supplier undertakes to put in place and maintain suitable means and processes of production and control to ensure that the Supplied Goods are, at all times, reliable, of adequate quality and conform to the technical prescriptions of O.M.C.M. s.r.l. (drawings, standards, specifications, tables, approved and/or deposited samples, etc.).

## 7.5.

Without prejudice to the responsibilities and obligations arising from the previous points, the Supplier undertakes to allow access to personnel delegated by O.M.C.M. s.r.l. (or possibly its customers) to carry out inspections and checks on the processing and/or testing methods implemented.

## 7.6.

No changes may be introduced by the Supplier unless authorized in writing by O.M.C.M. s.r.l. The Supplier is required to notify O.M.C.M. s.r.l. of technical and technological innovations that are likely to improve the quality and/or characteristics of what has been ordered.

## 8. SUPPLY CHANGES

## 8.1.

The Supplier undertakes, when requested to do so by O.M.C.M. s.r.l., to promptly modify the characteristics of what has been ordered. Such modifications will not result in any change in prices and of other supply conditions, unless the Parties agree in writing to that effect.

## 8.2.

O.M.C.M. s.r.l. has the right to withdraw from the order at any time upon 15 (fifteen) days' written notice. In this case, O.M.C.M. s.r.l. shall bear, unless otherwise agreed, the demonstrable costs already incurred in good faith by the Supplier before the withdrawal, and no longer recoverable from the same.

### 8.3.

In the event that this order refers to a "Transportation" service, whether the Supplier uses its own means or whether in the performance of such service the Supplier acts as a forwarding agent and in that capacity concludes, in the name and on behalf of the principal O.M.C.M. s.r.l. transportation contracts with third party carriers, the Supplier shall be liable for damages suffered by O.M.C.M. s.r.l. as a result of the failure to fulfill the obligations described above. If the Goods transported should be lost, damaged or destroyed in whole or in part, due to causes attributable to the Supplier, the Supplier shall reimburse O.M.C.M. s.r.l. for the amount of the invoices for the lost, damaged or destroyed Supply together with the related transportation costs.

## 9. RESPONSABILITIES, WARRANTY, PRODUCT LIABILITY, INSURANCE.

### 9.1.

The Supplier undertakes to indemnify and hold harmless O.M.C.M. s.r.l. from any claim for compensation by third parties for damages caused by defects and/or faults in the Product pursuant to and in accordance with the applicable regulations in force.

### 9.2.

The Supplier and also undertakes to take out, at its own care and expense, all mandatory insurances required by current regulations. The Supplier also undertakes to take out and keep in force for the duration of the Contract: a company liability insurance with the extension for that of the product and a general one, covering the risk of misappropriation or damage to the Products due to any cause whatsoever, for damage caused by fire for each insurance year, for damage caused by misappropriation of goods, as well as for the risk relating to the costs of recalling goods or for damage to the products for each claim encountered, covering, considering the value of the supply, a sum to be determined from time to time in the particular conditions of the order.

### 9.3.

The aforementioned Policies shall include the validity of the insurance coverage also in case of gross negligence of the Supplier and/or the Supplier's personnel and/or persons for whose actions the Supplier is liable under the law.

### 9.4.

O.M.C.M. s.r.l. shall have the right to receive a copy of the insurances referred to in Article 9.2 above within 30 (thirty) days from the signing for acceptance by the Supplier of the Supply Order. and shall have the right to receive, periodically, certificates from the insurance company(ies) of payment of the relevant premiums.

## 10. TERMINATION OF THE CONTRACT FOR NON-PERFORMANCE

### 10.1.

If, during the validity of the Supply Contract, O.M.C.M. s.r.l. should find that the Supplier's performance does not comply with any of its obligations under the same, O.M.C.M. s.r.l. reserves the right to terminate the same Contract by giving written notice to the Supplier of the non-performance. However,

O.M.C.M. s.r.l. shall grant the Supplier a reasonable period of time, in any case not less than 15 (fifteen) days (hereinafter the "Term"), to remedy the same.

## 10.2.

To this end, during the Term, the Parties' representatives shall meet as soon as practicable to agree on the appropriate means of remedying such non-performance; in any event, the inability to reach an agreement shall not in any way diminish or reduce the Supplier's obligation to remedy such non-performance.

## 10.3.

In the event that it is not possible for the Supplier to remedy within the Term the non-performance that has occurred, at the expiration of the Term to O.M.C.M. s.r.l. shall have the right to terminate the Contract in accordance with Article 1454 of the Civil Code by informing the Supplier in writing and the date of such written notice shall be considered as the date of termination.

## 11. RECESS

### 11.1.

O.M.C.M. s.r.l. shall have the right to terminate, subject to prior notice (hereinafter the "Prior Notice Period") of 30 (thirty) days from the date of mailing of the notice by registered letter or PEC, the Contract if:

- a third party company acquires control of the Supplier, it being understood as of now that the Supplier undertakes to notify O.M.C.M. s.r.l. of such an event by registered letter with return receipt or PEC, which must reach its destination with at least 30 days' notice;
- should the Supplier be subject to insolvency proceedings of any nature.
- the withdrawal will be effective after the Notice Period has expired.

## 12. CONSEQUENCES OF TERMINATION/RECESS

### 12.1.

Termination of the Contract pursuant to Articles 10, 11, shall not affect any prior rights that O.M.C.M. s.r.l. may have against Supplier or Supplier against O.M.C.M. s.r.l. Conditions that implicitly or expressly take effect after termination shall continue to take effect notwithstanding such termination.

### 12.2.

In the event of termination of the Contract for any reason whatsoever, including but not limited to the expiration of its final term, termination and withdrawal the Supplier undertakes to deliver (according to the terms agreed upon between the Parties) to O.M.C.M. s.r.l. the assets owned by the latter (including Drawings and Other Technical Documents and Equipment referred to in Article 2) at any title at the Supplier. It is understood that Supplier shall indemnify O.M.C.M. s.r.l. against any damage caused to the Goods owned by O.M.C.M. s.r.l., except for the normal state of wear and tear of the same.

## 13. ORDER PRICES

The prices shown on the order are fixed; therefore, changes based on subsequent cost increases are excluded, except only as otherwise specifically agreed upon in writing.

Prices are set and/or revised at the beginning of the year and are shared between the parties through a price list that is accepted by both parties.

Any price increases due to necessary construction changes must be communicated in advance by the Supplier and, in any case, will be considered valid and binding for O.M.C.M. s.r.l. only if previously accepted in writing by the latter.

Under no circumstances shall the Supplier be entitled to obtain price revisions for increased costs for the execution of the Supply that have occurred due to force majeure events.

#### 14. INVOICES, DELIVERY REMITTANCES

O.M.C.M. s.r.l. requires invoices to be issued in electronic format.

Each invoice, which may cover the products and/or services of one or more Orders, must state:

1. the number of the Order and the number of related remittances;
2. the listing of products delivered;
3. bank support complete with coordinates if payments are made by wire transfer.

Supplies should always be accompanied by remittances containing the following information:

- Supplier's name,
- product serial number/drawing,
- name,
- shipping date,
- order number,
- quantity for each delivery,
- number of packages delivered
- and any other indication expressly requested in the Purchase Order and/or delivery note of O.M.C.M. s.r.l.

In the event that the goods are not shipped to O.M.C.M. s.r.l., the bill of lading for the material must be sent to the address indicated on the order.

Invoices without details and submitted "in body" will not be accepted".

#### 15. PAYMENTS

O.M.C.M. s.r.l. will proceed with payment, in the agreed manner and on the agreed due date, subject to the successful completion of acceptance checks.

With regard to the equipment, the approval of the O.M.C.M. s.r.l. Quality body of conformity to the samples delivered by the Supplier, accompanied by relevant documentation, is also required.

#### 16.231/01 MODEL, CODE OF CONDUCTS AND O.M.C.M. S.R.L POLICY.

##### 16.1.

The Supplier declares that it is familiar with the content of the regulatory provisions on "Administrative responsibility of legal persons, companies and associations" referred to in Legislative Decree 231/2001 and subsequent amendments and additions and, therefore, for the purposes of the fulfillments arising from the contractual agreements, it undertakes to operate:

- in absolute compliance with principles of transparency, fairness and probity, in order to prevent the commission of the crimes referred to in the indicated Legislative Decree;
- in accordance with the Code of Conduct of O.M.C.M. s.r.l which can be viewed and downloaded in the dedicated section of the website [www.omcm.it](http://www.omcm.it);

- taking into account the quality and safety policy of O.M.C.M. s.r.l. in force and viewable by requesting the document by e-mail at [info@omcm.it](mailto:info@omcm.it).

16.2.

The Supplier also states:

- that he has not committed any of the offenses covered by the cited Legislative Decree;
- to be aware that Legislative Decree No. 231/2001, in addition to the liability of the natural person who materially carried out the act, provides for the direct liability of the legal entity for a series of offenses committed by its employees or other specified persons belonging to its organizational structure (e.g., crimes in dealings with the Public Administration such as bribery, fraud to the detriment of the State, etc.); and undertakes to comply with the provisions of the aforementioned Legislative Decree.

The adoption, by the Supplier or/and its employees/collaborators of conduct in violation of the aforementioned provisions and, in any case, not marked by the principles of transparency, fairness and probity, will result in a serious breach of the obligations under the Contract and will entitle O.M.C.M. s.r.l. to terminate the Contract itself, pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to and without prejudice to the right of the same to claim damages if the conduct of the other party is such as to cause damage to O.M.C.M. s.r.l.

## 17. DISTINCTIVE SIGNS AND INTELLECTUAL PROPERTY

17.1.

The Supplier may not in any way use the distinctive signs of O.M.C.M. s.r.l. (or otherwise currently used by it under licensing or similar agreements). In the event that this is strictly necessary, O.M.C.M. s.r.l. may grant the possibility for the Supplier to use the distinctive signs, only and exclusively by authorization in writing.

17.2.

The Supplier also undertakes to promptly inform O.M.C.M. s.r.l. of any infringement of the latter's industrial property rights referred to in Article 2 and of any act of unfair competition perpetrated by third parties.

## 18. CONFIDENTIALITY

18.1.

The Supplier undertakes to keep confidential the data and information, including those passing through the processing and data transmission equipment, of which it comes into possession and, in any case, knowledge, not to disclose them in any way and in any form and not to make them the object of use in any capacity for purposes other than those strictly necessary for the execution of the contract. This obligation also concerns the ideas, methodologies and technical experiences that the Supplier develops or implements in the performance of contractual services for O.M.C.M. s.r.l.

18.2.

The obligation referred to in the preceding paragraph shall also exist with respect to all material originating in or prepared in execution of the supply order.

18.3.

The Supplier shall be responsible for the exact compliance of its employees, consultants and contractors with the above obligations of secrecy.

**19. TREATMENT OF PERSONAL DATA**

Following the receipt of the purchase order containing the reference to this document, the parties will come into contact with personal data that must be processed in accordance with EU Regulation 2016/679 and in compliance with the indications provided by the data controller O.M.C.M. s.r.l.

**20. APPLICABLE LAW AND JURISDICTION**

The Contract shall be governed by, as well as construed in accordance with, Italian Law. For any dispute, the Court of Turin (TO) - Italy shall have exclusive jurisdiction.

Orbassano (TO), li \_\_\_\_\_

\_\_\_\_\_  
For acceptance Supplier stamp and signature

\_\_\_\_\_  
For acceptance O.m.c.m. srl stamp and signature

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code. the Supplier expressly declares that it accepts in full all the clauses and conditions provided for therein, which are known to it analytically, as individually read before signing and, in particular, 1 (Generalities); 2 (Drawings and other Technical Documents and Specific Equipment); 3 (Material intended for processing); 4 (Regulations of Contract Activities); 5 (Delivery); 6 (Force Majeure); 7 (Quality Of Supplies - Acceptance); 8 (Supply Changes); 9 (Responsibilities, Warranty, Product Liability. Insurance); 10 (Termination of Contract for Non-performance); 11 (Recess); 12 (Consequences of Termination/Recess); 14 (Order Prices); 15 (Payments); 20 (Applicable Law and Jurisdiction).

Orbassano (TO), li \_\_\_\_\_

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For acceptance Supplier stamp and signature

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For acceptance O.m.c.m. srl stamp and signature