

	<b>General Purchase Conditions (web)</b>	MD 31 Rev.00
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The following General Conditions of Purchase are the only ones that govern Orders issued by DR ITALIA SRL, except in the case of specific written derogation or specific agreements and contracts signed between the parties. The Supply Specifications, where referred to, constitute an integral part of these conditions.

### 1. ORDER ACCEPTANCE

Within 5 days of receiving the purchase order, the Supplier must send an Order Acknowledgement, or a duly signed copy of the purchase order via email for acceptance. If the Supplier fails to send a signed copy within this timeframe, the purchase order will be deemed accepted.

By accepting the order or delivering the materials contained therein, the Supplier unreservedly accepts these general conditions of purchase. Any conflicting general conditions of sale of the Supplier must be promptly communicated by the Supplier and agreed upon by the parties in writing upon acceptance of the contract/purchase order.

Any variations in codes or alternative items proposed by the Supplier must be indicated clearly and specifically, providing clear evidence that what the Supplier is proposing an alternative to what DR ITALIA SRL has requested. The prices indicated in the Order are considered fixed until the supply is completed.

The purchase order may not be transferred by the Supplier to third parties without the prior written acceptance of DR ITALIA SRL.

The Supplier declares, guarantees and certifies that, in the event of supply of machinery/equipment, they will comply with EU directives relating to product safety, including, but not limited to, Directive 2006/42/EC and subsequent updates, and will bear the CE marking.

### 2. CONFIDENTIALITY

Drawings, designs, specifications, standards, and tables, any other technical or non-technical documentation, as well as samples and specific equipment that DR ITALIA SRL makes available to the Supplier, or industrial information transmitted or communicated, even verbally, before or after the conclusion of the contract, remain the exclusive property of DR ITALIA SRL and may only be used for the performance of the contract, of which they form an integral part. Specifically, such industrial, technical, and design information may not be exploited by the Supplier, copied or reproduced, transmitted, communicated, or disclosed to third parties without the prior written consent of DR ITALIA SRL. The Supplier shall comply with the provisions of this article even when DR ITALIA SRL transmits or communicates to the Supplier industrial information of its customers or other third parties.

Unless otherwise agreed in writing, when the contract requires the Supplier to develop the project, design, or product characteristics based on more or less detailed instructions provided by DR ITALIA SRL, any industrial information used in this context by the Supplier will be the exclusive property of DR ITALIA SRL, which will retain all economic exploitation rights, even in the case of patentable inventions or discoveries, or works of the mind protected by intellectual property laws.

The Supplier acknowledges that the manufacture and trade of products and/or parts, outside of the supply of products and/or parts based on drawings, models and/or samples of DR ITALIA SRL is unlawful, regardless of whether this occurs with reference or not to the name, trademarks or distinctive designs of DR ITALIA SRL.

The Supplier will store such goods with the diligence of a custodian, will ensure they are adequately insured against the risks of theft and fire, will register them as the property of DR ITALIA SRL and will promptly inform the latter of any enforcement action or bankruptcy proceedings initiated by third parties against it and which may involve said goods.

The same commitments will also be extended by the supplier to its own employees and subcontractors.

Furthermore, all information and data contained in the purchase order and its attachments must be considered strictly confidential and used for the purposes of the order and may not be disclosed to third parties.

### 3. DELAY PENALTIES AND DELIVERY CONDITIONS

The dates, quantities, locations, and delivery and/or supply terms specified in the Order are binding on the Supplier. In the event of non-compliance with the agreed terms, DR ITALIA SRL may formally demand compliance and, in the event of serious and repeated breach, proceed with early termination, without prejudice to compensation for all damages. In the event of late delivery (even partial), DR ITALIA SRL may apply a penalty of 3% for each week of delay exceeding the one-week allowance, up to a maximum of 10% of the total value of the purchase order.

DR ITALIA SRL shall have the right to avoid the purchase order in whole or in part, by written notification effective from the date of its receipt by the Supplier, in the following cases:

### 7. GUARANTEES

Acceptance of goods and/or services is subject to inspection and/or control in order to verify their absence of defects, accuracy and suitability.

- failure to comply with the delivery terms agreed in the purchase order;
- non-compliance of the supply with the technical-quality requirements set out in the order;
- violation of applicable social security, insurance, accident prevention, and environmental regulations that causes harm or damage to DR ITALIA SRL

In the event of termination of the Order, DR ITALIA SRL will be entitled to reimbursement of costs, expenses, and charges incurred, including those arising from the procurement of the Supply from third parties, in addition to compensation for any further damages actually suffered as a consequence of such termination.

Any delivery before the date indicated in the purchase order must be agreed in advance and will be accepted provided that payment remains unchanged with respect to the natural expiry of the purchase order.

### 4. TRANSFER OF RISK, DELIVERY AND PACKAGING

The transfer of risk from the Supplier to DR ITALIA SRL takes place only upon delivery of the materials, products and/or parts to the DR ITALIA SRL factory or to any other address indicated by the latter, depending on what is indicated on the order, even if the transport costs are not borne by the Supplier.

The place of delivery is the place where goods and/or services are to be supplied in accordance with the provisions of the Order. Shipments must be accompanied by the relevant transport documents, which must include the Order number, product code, and the occasional recipient if DR ITALIA SRL requests a different destination.

The goods must be packaged at the Supplier's expense and care in a manner suitable and appropriate to the type of product and transport in order to guarantee their integrity and the safety of operators during handling.

### 5. INVOICES AND PAYMENT TERMS

Payments will be made in accordance with terms indicated on purchase provided that:

a valid invoice has been issued;

- the supply has been accepted by our quality control
- there are no outstanding contractual breaches notified to the Supplier by DR ITALIA SRL.
- Payments due on August 31st and December 31st of each year must be moved to the 10th of the following month without fail.

The credit deriving from the Order cannot be transferred or assigned to third parties.

### 6. QUALITY OF SUPPLIES

The supplier warrants that the Supply complies with the requirements set forth in the Order and its attachments and that it is free from defects in materials and/or workmanship, design, and software, where applicable. Any variations must be accepted in writing by DR ITALIA SRL.

The Supplier undertakes to maintain the quality of the materials, products, and/or parts supplied throughout the duration of the contract/supply. Furthermore, it is responsible for their quality and compliance with the order and must therefore inspect them to ensure that they are reliable, of adequate quality, and compliant with technical specifications at all times.

Upon request, each supply must be accompanied by documents certifying the quality and conformity of the products supplied (Certificate of Conformity, Chemical Analysis, Technical Analysis, etc.), as well as any expiration date, if required. For materials with an expiration date, at least three-quarters of their maximum shelf life must be guaranteed, with the remainder being required otherwise.

Materials supplied by "Resellers/Distributors" must be delivered with Certificates of Conformity to the Order and a copy of the Manufacturer/Producer's Certificate of Conformity.

Chemical substances must be supplied complete with the documentation required by Reg. 1907/2006 and subsequent amendments (REACH) and Reg. 1272/2008 and subsequent amendments (CLP).

The Supplier shall allow DR ITALIA SRL access to the places where the goods are produced or the services are performed, as well as to view the relevant certifications, without this releasing the Supplier from its warranty obligations or constituting acceptance.

DR ITALIA SRL must report any defects and/or faults in the materials, products, and/or parts supplied to the Supplier within 90 days from the discovery from DR ITALIA SRL. This applies even if the materials, products,



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and/or parts supplied have already been processed and the related invoices have already been paid.

Any items found to be non-compliant upon acceptance and/or processing must be replaced at the Supplier's expense. Otherwise, DR ITALIA SRL will be authorized to directly or through third parties carry out any appropriate corrections to the defect at the Supplier's expense, without prejudice to the right to seek compensation for further damages, including production downtime.

### **8. PRODUCT SAFETY AND PREVENTION OF COUNTERFEIT PARTS**

The Supplier shall plan, implement and control processes, as appropriate to the Supplier and the product, for the prevention of the use of counterfeit or suspected counterfeit parts and their inclusion in the product(s) delivered to DR ITALIA SRL.

To perform the above, the supplier must train and instruct its personnel in the detection of suspicious or counterfeit parts.

### **9. APPLICABLE LAW AND JURISDICTION**

The Contract/purchase order is governed by Italian law. Any dispute arising from these relationships will be submitted to the exclusive jurisdiction of the Court of Monza, with the express exclusion of alternative jurisdictions.