

## Premise

The supply contract is based exclusively on the specific conditions included both in the Sales Order and in the General Terms, which could only be ignored in the case of a written agreement. Therefore, these Terms cancel and substitute every other clause and/or sale condition. Based on the current conditions, the meaning of the following expressions will be:

- "Supplier" is the one who sells the Products to Siat SpA;
- "General Terms" indicates the general conditions of supply.
- "Purchase Order" points to a contractual proposal concerning the Products, stated by both parties.
- "Parties" is directed both at Siat SpA and the Supplier.
- "Products" points to every material, single or assembled item, part, tool, software, system, and documentation to which the Sale order refers, handed by the supplier to Siat SpA based on the Purchase Order and the General terms.

## Art. 1 Purchase order

1.1 The Supplier will have to approve the current General Terms and will therefore have to send them back to Siat SpA before the first supply (Legal representative/sale person in charge signature). The signed conditions will be considered valid for every other supply operated by the same Supplier, except for future updates of the Conditions – which will be subjected to further approval.

1.2 In case of missed reception of the Order Confirmation, the essential conditions included both in the Purchase Order and in the General Terms are to be considered valid. The approval of these conditions is to be taken as the supplier's explicit resignation regarding his own sale conditions, general or. The supplying completion is to be considered as the approval of all the clauses, in derogation of art. 1341 Civil code for clear agreement between the parties.

1.3 If the General Terms won't be forwarded back with the proper signature, Siat SpA has the right to consider the Sale Order invalid and communicate it to the Supplier. Assigning the Order to other parties won't be possible, safe in case of prior approval by Siat SpA

## Art.2 Terms of Delivery and Penalties

2.1 The requested date of delivery included in the order is final, binding, and essential.

In case of delay attributable to the Supplier, and not approved by Siat SpA, there will be a 1% penalty over the not-delivered product, once every 15 days of delay. Siat SpA will also have the right to be fully compensated for all the damage caused.

2.2 In the occurrence that the delay gets past 1 month, Siat SpA has the right to invalidate the order, in the exception of an explicit agreement between the parties regarding said delay.

2.3 The Supplier will have to inform Siat SpA in the shortest about any kind of motive related to the delay, although this won't be considered as a waiver – implied or explicit – of the previous points.

## Art.3 Terms of delivery

3.1 The terms of delivery of the products are defined inside the Purchase Order accordingly to the Incoterm rules, which clearly define the responsibilities, risks, and charges related to the delivery that the two parties – Supplier and Siat SpA- will have to be accountable for.

3.2 The products will have to be delivered along with a Delivery note (DDT) accordingly to the current law. Every single delivery will come with a label that will identify the following minimum requirements: Supplier's company name, product identification and related number of orders. DDTs will specifically include the destination of the goods, which will be specified in the Purchase Order.

3.3 In the exception of requests concerning the packaging – which will have to be included in the Purchase Order – the package will have to be properly protected in case of bad weather and/or accidents of any kind, accordingly to the current guidelines concerning safety measures.

3.4 Siat SpA has the right not to accept and therefore return to the Supplier, who will sustain the charges, every kind of material mistakenly delivered, be it without prior order, authorization or in exceeding the amount.

## Art.4 Defects approval and complaint

4.1 Siat SpA must be guaranteed free access to the Supplier's sites while receiving information and assistance to verify the proper supplying process.

4.2 Products will have to be tested by the Supplier before every dispatch, accordingly to the technical documents attached to the order.

4.3 Siat SpA has the right to refuse and return, once delivered, every item that's considered non-compliant with the necessary technical requirements, be it during the approval or during the manufacturing and/or assembly. The Supplier will have proceeded with the substitution of the wrong material with the proper one, sending it to Siat SpA via a free port in the shortest.

4.4 The approval of the material does not release the Supplier from liability regarding his responsibilities and commitments. The approval and/or the refusal of the Products will have to be brought up within 12 months from the date of delivery, except for art. 1495 of the Civil Code. The absence of any kind of complaints from the Supplier will be taken as approval of the conditions.

4.5 Every new range of products will have to be delivered along with Instructions, Warnings, Limits of use, compliance certificate, and of origin, plus RoHs/Reach declarations. Test certificate only if requested, signed, and stamped by the Supplier. Missed delivery is to be considered as a valid reason to refuse the delivery.

## Art.5 Quality and Guarantee

5.1 Guarantee over the finished product lasts, in the exception of different agreements, 24 months starting from the delivery date. Legal guarantees keep being valid.

5.2 Supplier must make sure that the delivered goods are compliant with the specifications included in the Purchase Order and the current rules, they also must be properly wearable and flawless.

The supplier must be held accountable for the restoration or the substitution, not chargeable to Siat SpA, of every defective product. As an alternative, the Supplier could also be charged with the purchase price and make themselves available for the collection of the goods.

5.3 Siat SpA has, nonetheless, the right to ask for a refund in case of major damages derived from the non-conformity of the purchased order, along with every other issue, be it direct or indirect as, for example, the damage to the image and name of the agency. The fixed and/or substituted supply will still be subjected to the same guarantee, starting from the date of restoration and/or substitution.

5.4 Supplier's warranty also applies to Siat SpA's customers, who have the right to request the substitution of defective products, plus the acknowledgment of the costs and damages.

5.5 If Siat SpA is defendant by third parties for civil or contractual liability (Product Liability included) as a consequence of the supplying of flawed items, the Supplier is obliged to hold Siat SpA and their users as not accountable for that.

5.6 In the occurrence of return/substitution procedures of a non-compliant material, the Supplier will have to be liable for the management and costs related to the material pick-up and delivery.

5.7 Supplier will have to pledge or demonstrate that they have followed through with the proper policies, covering every responsibility related to the supplied Products.

5.8 The Supplier guarantees and certifies that they will act accordingly to the current laws and rules along with the legislative dispositions of the European Community, safety rules in the workplace, quality of the environment, labeling, etc.

## **Art.6 Equipment and Secrecy**

6.1 Stamps, prototypes, tools, equipment, or other Siat SpA gears will have to be used only and exclusively with the aim of carrying out what's stated in the Purchase Order.

At the end of the contract or simply under Siat SpA request, all the items mentioned will have to be returned.

6.2 Every note, drawing, or information is to be considered strictly confidential and not publishable since they only belong to Siat SpA as specified in the NDA contract undersigned by the Parties.

## **Art.7 Prices and Payments**

7.1 The price included in the Purchase Order is considered unchangeable, even in case of an increase in the costs of production, this applies until the completion of the order.

Potential order confirmations with different prices from the original will have to be approved by Siat SpA.

7.2 The Supplier's due payment is included in the Purchase Order and can't be modified. VAT is not included and must be applied (accordingly to the current legal dispositions) based on the related amount. The all-purpose amount will be settled accordingly to the established conditions in the Purchase Order and/or in the contract, considering that the payment date will be postponed in the occurrence of flaws or non-conformities in the delivered Products.

7.3 The invoice settlement will take place only if the latter is emitted accordingly to the legal provisions and includes every information necessary to the completion of the payment procedure. In particular, the invoice will have to report: the order number, description of the item/service, the amount and unit price of the product/service, the currency, and the terms of payment. If the invoice turns out to be devoid of one or more of the said necessary information, Siat SpA will proceed with asking the Supplier for the proper modifications with the following effective date starting from the reception of the invoice. It still applies that Siat SpA won't be held accountable for any kind of issue related to similar anomalies.

7.4 The invoice must be released and posted electronically, accordingly to the terms provided for by law. Our recipient code: M5ITOJA will always have to be included in the electronic invoice, to make it possible for the SDI to send it correctly.

## **Art.8 C/work equipment and Products**

8.1 Siat SpA equipment will be lent according to art. 6.1. Use, storage, and maintenance will be on the Supplier's account, who will be charged of every potential cost related to the unsuitable employment of the equipment.

8.2 C/work products will be sent by Siat SpA or directly supplied by a third (chosen) party along with the bill of lading. The Supplier must report any kind of anomaly within 5 days from the date of receiving. Every shortage detected after that period will be charged to the Supplier's account.

8.3 In case of production scraps related to the production process, the Supplier will have to monthly submit a list including every code, with the related amount, of the discarded items. If there happens to be a lack of communication of the mentioned terms, every following request from the Suppliers won't be approved.

## **Art.9 Deadline and Termination**

9.1 Purchase Orders are to be considered delectable within 10 workdays, safe for the case of different agreements during the order confirmation.

9.2 In the case of Framework Contract the deadline will be determined in the same.

## **Art.10 Controversies, General Rules, and Privacy**

10.1 Any dispute between Siat SpA and the Supplier, concerning the interpretation or application of the Purchase Order and/or the General Terms will be under the Milan Forum authority.

10.2 The Supplier has obliged the recognition and respects every law, decree, and guideline issued by the local, national, and European authorities. If they happen to manifest a lack of respect regarding the mentioned conditions, they will also be considered accountable for the economic and administrative consequences inflicted on Siat SpA.

10.3 The mentioned General Terms are valid for an indefinite period and can be modified upon a 30 day's notice.

10.4 The complete or partial invalidity of a single condition does not apply to the rest of the conditions included in the current General Terms.

10.5 Siat SpA states that personal data are subjected to privacy treatment accordingly to legal dispositions. Siat SpA – Via L. Mascheroni, 27-20145 Milan is to be held accountable for the data treatment.

10.6 Every communication requested by law, by the Purchase Order, or by the current General Terms will be considered as properly completed only if received in the form of a registered letter (sent to Siat SpA headquarter) or by e-mail under Siat SpA certified p.e.c address.

## **Art.11 Sustainability and Code of Conduct**

11.1 The Supplier acknowledges all the economic sustainability principles designed to generate long-lasting income and manufacture.

11.2 The Supplier acknowledges all the environmental sustainability principles and carries out a general improvement through the management of the environmental policy, the environmental impact, and the renewal of the resource.

11.3 The Supplier must be committed to social sustainability, protection of human rights, labor, defense against child labor, safety guarantees and healthiness in the workplace.

11.4 In conformity with legislation 231/01, the Supplier – along with their managers, directors, employees, and partners – commits to carrying out all the conditions included in the Purchase Order and in these General

## General terms of Supply



Terms and to the rules included within the Siat SpA Code of Conduct (code of ethics) and the adopted Model of coordination and management, which the Supplier is aware and approves of as they're available on Siat SpA institutional site. They also state to not be aware of any investigation - on their account - regarding the felonies included in the legislation 231/01, and to also be exempt of any of those violations.