

## GENERAL CONDITIONS OF PURCHASE FOR INTERNATIONAL MARKET

### 1 SUBJECT

1.1 These Conditions will apply to any Supply Contract in place between OSAICNC SRL, based in Via Jervis, 11 - 10015 Ivrea (TO) ITALY (also simply called "OSAlcnc") and its Supplier, even if not explicitly mentioned in the contract. The Parties may agree in written form regarding special supply conditions of products. These particular conditions, if expressly approved in writing, will prevail over these general conditions.

1.2 It is expressly understood that the signing of this Agreement by the Supplier does not create any obligation for OSAlcnc to entrust the supply of the products to the Supplier until the Parties have stipulated specific supply contracts pursuant to the following ARTICLE 3.2.

### 2 DEFINITIONS

The following capitalized terms have the meanings specified below:

- "Equipment" means any equipment, mould and, more generally, any machinery made available to the Supplier by OSAlcnc under the conditions specified in each individual loan agreement ("Loan Agreement ") for any design, testing, development, production and / or supply of products. "Technical information" means all information, technical specifications, data, documents, reports, spread sheets, plans, models, technical and technological knowledge, patentable or not, of any kind and in any format, owned by OSAlcnc, disclosed or otherwise made available to the Supplier for the manufacturing, designing, testing, developing and / or supply of products and related prototypes for OSAlcnc.
- "Material" means any material and / or component used to manufacture the products.
- "Order" means any request made by OSAlcnc to the Supplier according to the procedures in place at the date of issue, for the purchase of products.
- "Products" means the object of the Supply agreement of components and related documentation which will be expressly indicated in the Order.
- "Supplier Product Information": indicates any contractual document signed by the Parties before issuing the Order by OSAlcnc containing the technical, economic, qualitative and logistic characteristics of the supply of the products.
- "Supplier": the person who, at the request of OSAlcnc, will provide the latter with the Products in relation to the orders issued;
- "Supply": what is reported as an overall object in the Order Confirmation.
- "Price": the amount corresponding to the sale of the Products as defined in the purchase order issued by OSAlcnc and confirmed by the Supplier;
- "Contract": agreement that creates legal effects between OSAlcnc and the Supplier, including the set of these Conditions, the Order and the Order Confirmation.

### 3 STIPULATION OF THE PURCHASE AGREEMENT

3.1 OSAlcnc will send to the Supplier, via e-mail, its orders containing the specific indication of the number and type of products requested, the price, the terms of payment and the delivery date.

3.2 Each single supply contract is understood to be finalized through the acceptance by the Supplier of the Orders issued by OSAlcnc. The Order will be considered accepted both in the event that the Supplier sends its acceptance to OSAlcnc by e-mail and in case of silence of 5 (five) working days from receipt of the Order; the order is considered accepted even if the Supplier initiates the execution of the Order unless he has requested, in writing, the modification of one of the elements of the Order.

### 4 EXCLUSIVITY

Unless otherwise agreed in writing, the supply of products to OSAlcnc, made using equipment and / or technical drawings of the latter or developed for it, entails the right of exclusivity, unless otherwise agreed between the Parties. The Supplier therefore undertakes to manufacture the products exclusively in the interest and on behalf

of OSAlcnc, to supply them, exclusively, to the latter and not to manufacture, distribute, market and / or sell the products on behalf of third parties, directly or indirectly, mentioned in the Third Party Supply Agreement.

It is understood that the technical documentation as well as any information that has been transmitted by the supplier to OSAlcnc in execution of the supply order is exclusive property of OSAlcnc and protected by the rules of protection of industrial and intellectual property.

## **5 PRODUCTION - EQUIPMENT**

OSAlcnc can grant the Supplier on a free loan basis, under the conditions specified in the specific contract, the Equipment. The Supplier undertakes from now on to use the Equipment for the sole purpose of executing the Supply Contract and not to make it available to third parties, including any subcontractors, without the prior written authorization of OSAlcnc.

The Supplier also undertakes to return the Equipment to OSAlcnc at the end of the loan agreement as specified therein. The Supplier is responsible for the loss, damage and destruction of the Equipment.

## **6 PACKAGING**

The products will be packaged according to the best market practices and in any case in such a way as to guarantee delivery without any risk of damage.

In the particular case in which the service is provided by a carrier, suitable and robust packaging must be used in order to avoid any damage to the content.

Any extra packaging costs must be agreed following negotiation, otherwise they will not be accepted.

## **7 TERMS OF DELIVERY – ORDERS ON HOLD**

7.1 Unless otherwise specified in the Purchase Order, the Products must be delivered pursuant to the DPU Incoterms® ICC 2020 clause to the address specified in the Order at the times provided for the acceptance of the goods. The technical documentation required to accompany the material must be sent in full to: [purchasing@osaicnc.com](mailto:purchasing@osaicnc.com) before the delivery date. The technical documentation is an integral part of the order, which will not be considered processed until it is received.

7.2 Delivery times are indicated in the purchase order and are binding. Any delay in delivery will automatically result in the application of a penalty to the Supplier, equal to 0.2% of the value of the product per working day. The amount of the penalty will be automatically deducted from the payment. If the delay exceeds 10 working days, OSAlcnc will have the right to cancel the order; in this case the Supplier cannot claim any consequential damage.

7.3 Unless otherwise indicated in the purchase order, OSAlcnc may cancel all or part of an order before sending a confirmation or ask the Supplier to keep it pending; in this case, the Supplier has no right to claim any compensation or indemnity of any kind.

## **8 PRODUCT WARRANTY**

8.1 Without prejudice to any guarantee provided by law, the Supplier guarantees the correct functioning of the Products and that they are:

- 1) Free from flaws and defects in materials and workmanship;
- 2) Perfectly made and compliant with the Order;
- 3) Suitable for safe use in any country and in particular in Italy and EU countries;

8.2 Unless otherwise agreed in writing, the guarantee referred to in this ARTICLE has a duration of 24 (twenty-four) months from delivery to OSAlcnc.

8.3 Any defects found will be reported to the Supplier as soon as possible and no later than 30 (days) days from their discovery. Without prejudice to the further remedies provided by law, OSAlcnc will have the right to obtain, at its discretion, the repair or replacement of the defective and / or non-compliant Product, at the

Supplier's expense and no later than 15 (fifteen) days from the reporting date above. In any case, the Supplier must indemnify OSAlcnc from all charges, costs, expenses and / or damages deriving from defective or non-compliant Products. In the event of persistent defects, the Supplier must provide OSAlcnc with evidence of the measures it will take to avoid non-conformities.

8.4 In the event of non-compliant supplies by the Supplier, OSAlcnc will have the right to suspend or cancel any orders still to be processed.

## **9 PRICES – INVOICES - PAYMENTS**

9.1 The prices of the Products will be specified in each individual order as they are intended as fixed; unless otherwise specified, prices include all costs, such as packaging, labelling, transport and delivery. Any variation in the price of the Products, deriving from an increase in the costs of raw materials or the manufacturing modalities of the said materials, will be accepted only if agreed in writing between the Parties.

9.2 Unless otherwise agreed between the Parties, payments will be made by bank transfer within 60 (sixty) days from the date of the invoice (end of month).

9.3 Each invoice issued by the Supplier must indicate the order number, the type and description of the products and the payment terms previously agreed.

9.4 OSAlcnc will pay the Supplier the sums due as agreed between the Parties, according to the terms set out in the Order. It is understood that the payment of the price by OSAlcnc will not constitute an implicit declaration of conformity of the Product, nor will it prevent future objections of non-conformity of OSAlcnc or the exercise of the rights provided by these Conditions and / or by the law.

## **10 RESOLUTION – WITHDRAWAL - EFFECTS OF TERMINATION OF THE SUPPLY CONTRACT**

10.1 OSAlcnc will have the right to terminate the Supply Contract in the event that the Supplier is in default of any of the obligations deriving from it and has not remedied this default within 15 (fifteen) days of receipt of the reminder letter.

10.2 OSAlcnc will have the right to withdraw from the Supply Contract at any time, with a 90 days written forewarning sent to the Supplier; in this case the Supplier will not be entitled to any complaint against OSAlcnc. This termination does not affect the rights and obligations of the Parties deriving from any supply contracts already executed or in progress at the date of receipt of the termination notice. However, it is understood that the parties have agreed that the right of withdrawal may be exercised by OSAlcnc even partially, having regard to one or more of the products.

10.3 OSAlcnc will also enjoy the right to immediately terminate the Supply Contract by means of written communication to the Supplier in the event that the latter is subject to liquidation, voluntary or judicial procedure, bankruptcy or other proceeding that implies or presupposes the insolvency or termination of the 'activities.

10.4 At the end of the supply relationship, for whatever reason, the Supplier must, at its own expense, immediately return all the Equipment, if any, to OSAlcnc.

## **11 MISCELLANEOUS**

11.1 The Supplier may not assign or otherwise transfer the Supply Contract or the rights and obligations deriving from it to third parties in whole or in part without the prior written consent of OSAlcnc. The Supplier may not subcontract, in whole or in part, the execution of the Supply Contract without the prior written authorization of OSAlcnc. In any case, the Supplier will not be exonerated from the obligations deriving from this Contract

and will remain responsible towards OSAlcnc for their correct fulfillment as well as for the compliance (also pursuant to ARTICLE 1381 of the Civil Code) required to the subcontractors of the provisions of this Contract.

11.2 The invalidity or inapplicability of one or more clauses of the Conditions does not affect the validity and enforceability of other agreements, which must therefore be considered valid and effective.

11.3 The supply relationship will be governed by Italian law and in particular by the United Nations Convention on the international sale of movable property - UNCISG (Vienna, 1980).

11.4 In the execution of the Supply Contract, the Supplier must comply with all the regulations regarding work, environment, safety and hygiene in the workplace currently in force; any ongoing procedures must be communicated to OSAlcnc before placing the order.

11.5 The Supplier declares and guarantees that the Products comply with the regulatory provisions in force which govern their manufacturing and marketing.

11.6 The Supplier acknowledges that OSAlcnc is and will remain the sole owner of all Intellectual Property Rights relating to the technical information made available to the Supplier for the manufacture and supply of products. The Supplier will not make any use of the Intellectual Property Rights of OSAlcnc, except for the activities strictly necessary for the execution of the Supply Contract, and without establishing any title or right granted to the Supplier.

11.7 Each Party undertakes to maintain the utmost confidentiality and confidentiality and not to disclose to third parties, except as strictly necessary for the execution of the Supply Contract, any information, technical, economic or commercial, relating to the other Party which has come to its knowledge as a result of the execution of the contract.

11.8 The credit claimed by the Supplier towards OSAlcnc deriving from the execution of the supply contract governed by these general conditions cannot be transferred to third parties without the prior written consent of OSAlcnc.

11.9 The e-mail address dedicated to suppliers is: [purchasing@osaicnc.com](mailto:purchasing@osaicnc.com), each request will be taken into consideration as soon as possible.

11.10 In the event that any of these conditions are not applicable to the Supplier, all other conditions and agreements will remain valid.

11.11 These conditions are considered accepted with the acceptance of the Purchase Order.

## 12 DISPUTE RESOLUTION

All disputes arising from or connected to this contract, whether contractual or extra-contractual, - including those relating to the interpretation, validity, execution and resolution - will be definitively resolved by the Civil Court of Turin (Italy) for Suppliers based in Italy.

Any dispute arising from this Agreement or connected to it for Suppliers based outside Italy will be submitted to binding arbitration according to the ordinary (or fast-track, depending on the value) arbitration procedure, according to the Rules of the Piedmont Arbitration Chamber.

In case of normal procedure, the dispute will be decided by a single arbitrator. In the event of Expedited Arbitration, the arbitrator will decide in the usual way. The seat of the arbitration will be Turin - ITALY.

Where Supplier has its registered office in the People's Republic of China, any disputes arising out of or in connection with this Agreement will be referred to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Center) regarding arbitration which must be conducted in accordance with the CIETAC arbitration rules in force at the time of the request for arbitration. The arbitration award will be final and binding on both parties.

For acceptance of each clause - The Supplier \_\_\_\_\_

signed in \_\_\_\_\_, on \_\_\_\_\_ 202\_\_

For specific acceptance of clauses 3.2 (order acceptance); 4 (exclusive); 10 (termination; withdrawal; effects of termination of the supply contract); 11 (Miscellaneous); 12 (dispute resolution)

The supplier \_\_\_\_\_