

GENERAL CONDITIONS GOVERNING SUPPLY CONTRACTS

SUBJECT OF THE REGULATIONS: Article 1 Finalising of the contract - Article 2 Supply conditions - Responsibilities of the supplier - Guarantee - Checks and testing - Delivery of raw materials or semi-finished goods - Design changes - Transfer of risk - Article 3 Delivery deadlines - Article 4 Penalty for delivery delays - Article 5 Preservation of drawings, samples, equipment - Article 6 Goods owned by Omet provided on consignment, under subcontract or on loan - Article 7 Insurance guarantees - Article 8 Confidentiality and Privacy - Article 9 Jurisdiction - Article 10 Validity of the general conditions - Article 11 Transfer of the contract

These general conditions governing supply contracts ("General Conditions") apply to all purchases made by OMET S.r.l., with registered office in Via Caduti Lecchesi, Fossoli, Lecco (hereinafter referred to as "OMET"), in fulfilment of a purchase order for products of various types ("goods"), sent by OMET itself by telephone, verbally, by fax, by email or via the internet ("purchase order") to the Supplier shown on the purchase order, except where the conditions are amended or supplemented or their applicability is excluded by express written agreement with OMET.

These General Conditions expressly exclude the applicability of any general or specific conditions of the Supplier. Such conditions of the Supplier will, in any event, not be binding for OMET, not even if, upon receipt, the latter does not expressly confirm refusal of them. In the event of amendments to these General Conditions, OMET will send a copy of the amendments to the Supplier with the related purchase order and the new terms and conditions will be immediately applicable on receipt of the purchase order to which they are appended.

These General Conditions are published on the website of Omet <https://systems.omet.com>, where they can be fully and properly consulted, in accordance with Article 1341, paragraph 1 of the Italian Civil Code, without prejudice to the need for specific approval of those conditions listed at the bottom of this document, which are subject to the provisions of Article 1341, paragraph 2 of the Italian Civil Code.

Article 1 - FINALISING OF THE ORDER

1.1 The order is understood to be finalised when OMET SRL - Via Caduti Lecchesi a Fossoli - Lecco (hereinafter called "OMET") receives from the contracting party (hereinafter called the "Supplier") written acceptance of all the conditions contained in it .

1.2 Acceptance of this order must reach OMET within 10 days of the supplier receiving it. If said 10-day period elapses without written confirmation being received, the order and all of its conditions are considered tacitly accepted. However, if no written acceptance is received, OMET reserves the right to withdraw from the contract subject to written notification of this to be sent to the Supplier, provided the latter has not, in any way, started executing the service.

Article 2 - SUPPLY CONDITIONS, RESPONSIBILITIES OF THE SUPPLIER, GUARANTEE

2.1 The supply or processing of the items indicated in the order are subject to the following conditions:

- The supplier must comply with the quantities and qualities requested, as well as the technical specifications described.
- Supplies, or any processing carried out based on OMET drawings, specification, models and instructions must strictly comply with what is indicated in them.

If, during processing, imperfections become evident that are attributable to incorrect technical

documents, to deformed equipment or materials supplied by OMET, the supplier must immediately contact OMET and come to an agreement concerning the solutions to the issue.

2.2 Guarantee

The Supplier guarantees the conformity of the goods supplied or processed to what was expressly ordered and agreed, as well as the usability of said goods according to the purpose for which they are intended. Therefore, amongst other things, the guarantee applies to defects and faults in the goods, lack of the qualities promised, that is to say, essential for the use of the goods for which they are intended and hidden defects or delivery of aliud pro alio (delivery of goods very different from what was agreed upon in the contract). It shall be understood that said guarantee also extends to defects and faults, lack of promised and essential qualities, hidden defects deriving from errors in design or use of material by the Supplier. Said guarantee lasts for twelve months from the date of delivery of the goods by the Supplier to the OMET works in Lecco, unless otherwise agreed in the purchase order.

2.3 Checks and testing

Acceptance testing of the goods supplied or processed relating to the order is carried out by OMET at its Lecco Plants by its personnel unless otherwise agreed by the parties. Therefore, simple delivery of the goods to the OMET works does not mean that the goods have been accepted. OMET may report faults, defects, lack of promised or essential qualities of the goods which are the subject of the order within 12 months after receiving said goods at its plants: even if the goods have already been used and the related invoices already paid. In the case of delivery aliud pro alio, the relevant technical and legal regulations will apply. The testing referred to above must be carried out in conformity with standards for the goods sector of the goods subject to testing). If, during testing, full or partial supplies are discovered containing reject pieces, non-conforming pieces or otherwise unsuitable pieces for the contractually intended use, in addition to the remedies and actions permitted by Law (including termination of the contract and requesting compensation for damage), OMET will also have the possibility to:

- 1- ask for the repair of the faulty supplies with additional processing to be paid for by the Supplier based on prior agreements between the parties
- 2- ask the Supplier to substitute, at its expense, the faulty supplies described above with supplies that are perfect and conform to the contractually intended use
- 3- refuse the faulty supplies described above without having to pay anything to the Supplier for any reason.

Non-observance of the conditions agreed by the Supplier, gives OMET the right to urge the Supplier to comply. In the event of repeated non-fulfilment of the obligations arising from product delivery conditions, OMET may terminate the agreement in accordance with Article 1456 of the Italian Civil Code, without prejudice to the right to compensation.

2.4 Delivery of raw materials or semi-finished goods to the Supplier

If OMET delivers to the Supplier the raw materials or the semi-finished goods that will be processed by the latter, the following conditions and agreements shall apply:

- no payment shall be made to the Supplier for processing carried out on supplies that are found to be rejects, even if this is due to defects (provided that they are not hidden and therefore are easy to recognise) in materials used in the processing referred to in the order.
- Resulting supplies that are unusable due to verified processing defects are rejected and the raw materials used are charged to the Supplier along with the cost of any processing carried out on them by Omet before they were made available to the Supplier for the purposes of the order.
- If two or more contractors are responsible for the same damage, they shall be jointly liable without prejudice to action for recovery by each against the others.

2.5 Design changes

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OMET reserves the right, due to requirements that emerge after entering into the contract, to:

- change the quality and/or form as well as other technical specifications concerning the goods ordered or which are the subject of processing
- cancel items and requests in the order that are no longer useful for OMET.

Upon receiving from OMET the notification of change or cancellation referred to, the Supplier must suspend the supply or processing relating to the order and shall notify OMET, within one week of receiving the change or cancellation, of the production or processing status and the cost of the goods purchased up to that time. At this juncture OMET reserves the right, at its discretion, to:

- Terminate the contract, with the Supplier being entitled to payment for the work done up to the date of suspension. The semi-finished product will become the property of OMET
- Order completion of the original supply or processing
- Agree, with the Supplier, the change of the goods being supplied or processed according to the new technical provisions.

2.6 Transfer of risk

The products of processing shall always be understood to be delivered free to the OMET warehouses in Lecco, unless otherwise agreed at the contractual stage. The transfer of risk for what is ordered takes place only upon delivery to the OMET works.

Article 3 - DELIVERY DATES

3.1 The delivery dates agreed shall be understood to be final and essential. Therefore, in addition to delays, no deliveries must be made earlier than agreed.

3.2 In the case of processing to be carried out using material under subcontract and delivered by OMET, the latter shall:

- state in writing the final date by which OMET must supply the subcontracted material. The notification shall be made by certified email, email or fax.
- If said subcontracted material is sent to the Supplier after the final date requested by the latter, the Supplier must provide notification of the new date for delivery of the supplies within one week of receiving the material. If such notification is not sent, the delivery date stated in the order shall be considered valid and effective.

Article 4 - PENALTY FOR DELIVERY DELAYS

4.1 If the contractual delivery deadlines are not met, OMET reserves the right to charge the Supplier a penalty equal to 2% of the total value of the order for each week of delay with respect to the contractual deadline, without prejudice to the right to compensation for greater damage suffered.

4.2 If the delay exceeds four business weeks, again without prejudice to the right to compensation for greater damage, OMET may, at its discretion:

- a) keep applying the penalty described above without prejudice to the right to compensation for greater damage suffered.
- b) terminate the contract, being entitled to compensation for all damage suffered
- c) procure the goods elsewhere and at any time and charge the defaulting Supplier for any additional costs incurred for the alternative supply.

4.3 OMET's receipt of goods and the Supplier's delivery of the same are subject to the absence of causes beyond their will, such as, by way of example and without limitation, natural calamities, fire, floods, earthquakes and other natural disasters, general strikes, hence, not caused by the conduct of either party, lock-outs, intervention by civil or military authorities (collectively, "Force Majeure").

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Article 5 - PRESERVATION OF DRAWINGS, SAMPLES, EQUIPMENT.

5.1 The drawings, specifications and any other technical documents, as well as models, samples and specific equipment made available to the Supplier remain the property of OMET and may only be used to fulfil the related order. Once the contractual obligation has been fulfilled, that is to say, when the contract has been cancelled for any reason, the Supplier must immediately return the goods described above to OMET.

5.2 In any case, while holding said material, the Supplier must take the necessary steps to perfectly preserve the models, samples and specific equipment and must also carry out routine maintenance at its own expense. It must also cover said items by stipulating a suitable insurance policy against the risk of fire and theft and for third party liability.

5.3 Any extraordinary repairs or substitutions required shall be paid for by OMET if they cannot be traced back to or attributed to Supplier negligence, inexperience, error, carelessness or to damage caused by the latter. The Supplier must report extraordinary maintenance work and any substitutions made. OMET reserves the right to have any extraordinary repairs carried out by its own personnel or by the Supplier or by third parties.

5.4 Ban on use, copying, transmission, disclosure for the benefit of third parties

The drawings and the other technical documents received by the Supplier must not be used, copied, transmitted or disclosed for the benefit of the Supplier itself or third parties without permission from OMET. Breach of the obligations described above will give OMET the right to take all action and make use of the rights to which it is legally entitled.

5.5 Payment of a contribution to expenses by Omet

If OMET pays the supplier a contribution to expenses for the construction of specific equipment which the Supplier remains the sole owner of, the following will occur:

a) The Supplier will use said technical equipment ONLY to execute OMET orders and contracts entered into with OMET

b) The Supplier will, at its own expense, carry out routine and extraordinary maintenance on said technical equipment, as well as restructuring and preserving it

The obligations referred to in points a) and b) will be in force until the contractual relationship between the Supplier and Omet, whose execution requires the use of the equipment referred to, remains in existence. Should the said contractual relationship cease to exist, Omet may request that the equipment be returned or authorise its destruction at its own expense by the Supplier. Breach of the obligations described above will give OMET the right to take all action and make use of the rights to which it is legally entitled.

Article 6 - GOODS OWNED BY OMET PROVIDED ON CONSIGNMENT, UNDER SUBCONTRACT OR FOR PROCESSING RELATED TO OR PART OF THE SUPPLY

6.1 The Supplier undertakes to keep the goods owned by OMET and received on consignment, under subcontract or for processing related to or part of the supply to the standard of good housekeeping; the Supplier will thus be considered liable for any loss or damage to the goods during the period of their custody on its premises, with the exception of deterioration due to non-abnormal or technically incorrect use.

6.2 The Supplier undertakes to use said equipment and any other property supplied by to it OMET only within the contractual relationship with OMET itself.

The Supplier shall be required to return the equipment and any other property delivered to it by OMET as soon as OMET asks for it.

6.3 For the use of said property, the Supplier shall strictly comply with the workplace safety

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requirements referred to in Legislative Decree no. 81/08 with which all equipment and property supplied by Omet complies.

Article 7 - INSURANCE GUARANTEES

The Supplier undertakes to take out and maintain for the duration of its collaboration with OMET and for five subsequent years, third party product insurance cover with a recall extension, whose terms must be notified to OMET and supported by a policy certificate.

The absence of insurance cover or the non-validity of the same may be cause for resolution of the order in accordance with Article 1456 of the Italian Civil Code.

Article 8 – CONFIDENTIALITY AND PRIVACY

8.1 Confidentiality

The Supplier undertakes to process any information, data, finding, be it patented or patentable, know-how and any news in general that is technical, financial, commercial or administrative in nature, as well as any drawings, documents, magnetic support or sample material or product related to the goods that are the subject of the supplies to OMET (hereinafter "confidential information") in the strictest confidentiality and as if it were its own private and confidential information and to store said information in the appropriate manner. Specifically, any information concerning the activities of OMET that is not in the public domain and of which the Supplier gains knowledge while executing the agreement must be processed as confidential information belonging to OMET and must not be disclosed, unless the disclosure is required by law or by a court order or by another competent authority. The confidentiality obligations shall remain in force indefinitely. The parties undertake not to directly or indirectly disclose, nor to notify third parties by any means of the content, contractual terms and conditions, the activities carried out by the parties to execute the agreement. The parties shall also ensure that said obligations are observed by all persons for which they are responsible, including employees, consultants, agents, appointees, etc.

8.2 Privacy policy and consent request pursuant to art. 13 of Regulation (EU) No. 2016/679 (GDPR)

Pursuant to art. 13 of the GDPR the data collected using this form and present in the archives will be processed by OMET S.r.l., the Controller. An up-to-date list of processors is available from the Controller.

The data will be processed by electronic and/or automated means for the purpose of managing the commercial relationship and the obligations deriving from tax regulations. Your data may be disclosed to subjects who have a role in pursuing the above-mentioned purposes. The legal basis for the processing is linked to the management of legal obligations and fulfilment of the commercial relationship.

You can, at any time, exercise the rights indicated in articles 15 – 22 of the GDPR, including the right to erasure of the data or the right to object to their use, by contacting: OMET Srl – by e-mail at the address privacy@omet.it

The data will be kept in our archives for the periods required by law or until a legitimate request for erasure is received.

Article 9 - JURISDICTION

Any disputes arising from individual orders and regarding their validity, interpretation, execution, resolution or rescission shall be referred exclusively to the law courts of LECCO, whose exclusive jurisdiction also applies to any matters arising from or related to these General Conditions.

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Article 10 - VALIDITY OF THE GENERAL CONDITIONS

These General Conditions apply to all of our supply orders and are binding for OMET and for the counter party. These General Conditions shall prevail over those of the counter party should the content of the latter differ from them.

Any deviation from them must be documented in writing and countersigned by both parties.

Article 11 - TRANSFER OF THE CONTRACT

The Supplier may not assign its contractual position or the individual obligations arising from it without the prior written agreement of OMET and, even in such case, the Supplier remains jointly liable with the assignee for the assigned obligations.

Date

Supplier Seal and Signature

In accordance with art. 1341, paragraph II, the parties expressly approve the following articles:

Article 1 paragraph 1.2: right of withdrawal.

Article 2 paragraph 2.3, point 2: right to refuse faulty goods;
paragraph 2.5: right to cancel items and requests, right to terminate the contract with the Supplier;
paragraph 2.6: transfer of risk.

Article 4 paragraph 4.2,b): right to terminate the agreement.

Article 9 Jurisdiction

Date _____ Seal and Signature _____

General conditions of supply rev. of 13 Sept. 2019

This version supersedes any previous one in your hands.

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