

### GENERAL PURCHASE CONDITIONS

To whom it may concern,

LOMEC has always been committed to improving the quality and level of service to its customers, including through the excellence of the materials, processes and services it buys.

In this perspective, LOMEC Suppliers represent, as an integral part of the process chain, a key element for the success of corporate strategies.

In order to consolidate the collaboration between LOMEC and its main suppliers to achieve the best results together, these General Purchase Conditions are shared with you, in the direction of creating an increasingly effective and efficient partnership.

These general purchase conditions are effective if at the time of the conclusion of the contract the supplier knew them or should have known them, as required by art. 1341 c.c.

Best regards.

LOMEC s.r.l.

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### 1 OBJECT

These general purchase conditions are effective if at the time of the conclusion of the contract the supplier knew them or should have known them, as required by art. 1341 c.c.

Changes or additions to these conditions will only be valid if written and accepted by both Parties.

### 2 TERMS AND DEFINITIONS

For the purposes of these General Conditions, the following definitions apply:

Client or Buyer: LOMEC srl is located in via degli Alpini 44, Tezze sul Brenta (VI), VAT no.

Supplier: the Company that receives these General Conditions as it supplies LOMEC with raw materials, products or carries out work on its behalf.

Foreign object: any substance or object foreign to the product that could cause damage to the product or objects in which it can be incorporated or its unsuitability for use.

Counterfeit part: unauthorized copy, imitation, substitute or modified part (for example: material, part, component) deliberately falsified in order to make it appear as an authentic part obtained from an original or authorized manufacturer.

### 3 ACCEPTANCE OF THE ORDER

The terms and requirements indicated in the order are understood to be mandatory and accepted unless otherwise indicated in writing by the supplier sent within two days of receipt of the order.

In the event that the agreed delivery times, even for only one part of the order, cannot be respected, the supplier must promptly inform LOMEC in writing.

### 4 SKILLS AND AWARENESS

The supplier undertakes to ensure that its personnel and third parties operating on its behalf, involved in processes that can affect the safety and conformity of the product, are adequately trained and competent, equipped with suitable skills and experience, and made aware of the importance their contribution to the compliance and safety of the product or service. The supplier guarantees that his staff and third parties operating on his behalf are ethically correct and respectful of the applicable legislation.

### 5 FOREIGN OBJECT DAMAGE / DEBRIS PREVENTION (FOD)

The supplier must take all suitable precautions to prevent, detect and remove any foreign objects that may be on the products supplied or processed, such as, by way of example and not limited to: residues of chemical products, residues of packaging material, shavings, burrs, residues from liquid penetrant controls, flux residues from the welding process.

### 6 COUNTERFEIT PARTIES

The supplier undertakes to manage and monitor its processes in order to prevent the delivery of counterfeit parts to LOMEC.

### 7 NON-COMPLIANCE MANAGEMENT

Any deviation from the requirements / specifications of the goods and / or processes required by LOMEC must be promptly communicated to the same which will define the treatment to be undertaken. The supplier undertakes to suspend the processing and / or shipment pending communications.

LOMEC then informs the supplier of the chosen non-compliance management method; if the supplier does not respond in writing within 5 days, the management method communicated is considered accepted.

The Supplier assumes full responsibility for any production and / or manufacturing defect he has caused, undertaking to indemnify and hold LOMEC harmless from any sanction / damage / disbursement / request for compensation that may arise as a consequence of these defects.

Please refer to the provisions of the Civil Code regarding procurement or sale.

### **8 CERTIFICATES OF CONFORMITY AND DOCUMENTATION**

The supplier must provide the certificates of the goods and / or processes that he carries out on behalf of the Customer where requested. The certificate must always contain at least: name and address of the supplier, description, guarantee of traceability (eg P / N, batch number / drawing, etc.) and quantity, certificate of conformity of the goods and / or processes with the specified requirements by LOMEC, normative references applicable if existing.

The supplier undertakes to deliver, upon request, the specific documentation, indicated by LOMEC or by its customer, such as, for example: work phases, tests, and inspection and verification reports.

### **9 DOCUMENT MANAGEMENT AND CONFIDENTIALITY**

Any information, documentation, material or tool provided in any form, to which one Party has access or has received from the other, by virtue and / or in the execution of the contractual relationship, must be considered as Confidential Information. Any oral information must always be considered confidential, as well as information regarding third parties.

The Parties undertake:

- to consider and treat the Confidential Information received as strictly private and to implement all the necessary and appropriate measures, according to the best professional standards, in order to keep the Confidential Information confidential, as well as to prevent unauthorized access, subtraction and manipulation of the same;
- to ensure that the associated persons of the Receiving Party who can have access to the Confidential Information have been duly informed about the existence of the confidentiality obligations deriving from the present;
- Not to disclose any Confidential Information to Third Parties except with the express authorization of the Communicating Party.
- To use Confidential Information exclusively for the purpose of executing the supply contract;
- not to use, however, the Confidential Information in such a way that it causes damage or even only prejudice to the Communicating Party; The information provided will not be considered Confidential Information in the event that:
- are or become in the public domain, without there having been any violation of the commitments and obligations assumed by the Receiving Party; and / or
- are received by a Third Party, legitimately in possession of the Confidential Information and not subject to any obligation of confidentiality towards the Communicating Party; and / or
- are compulsorily disclosed on the basis of current legislation, or on the basis of regulations issued by competent authorities and / or by order of judicial authorities to which refusal cannot legitimately be opposed.

Confidential Information is subject to these Conditions from the date of communication and without expiry.

### **10 MANAGEMENT OF CHANGES**

In the event of changes relating to company processes, workplaces, plants that may affect the ability to supply goods and / or compliant processing and that occurs with an order in progress, the supplier undertakes to inform LOMEC in writing and to check that the requirements of the products are still respected.

### **11 SUPPLIER AUDIT**

LOMEC can have access through its own staff or third parties in charge of the production units of the supplier in order to verify the correct execution of the contractual obligations, the goods and / or processes supplied, the correct management of the company processes relevant for quality purposes. Inspection and control do not release the supplier from its responsibilities.

If a LOMEC customer requests to conduct an audit at the supplier, the latter must be available for the required audit.

### **12 SUBCONTRACTORS**

The contractor cannot subcontract the execution of the work or service if it has not been authorized in writing by the client.

Where authorized, the requirements defined by LOMEC and communicated to the contractor are transferred by this to any sub-suppliers / subcontractors that it uses to carry out the requested goods and / or processes.

### **13 MONITORING OF SUPPLIERS AND PRODUCTS**

External suppliers are periodically assessed both for compliance (of product, process and / or service) and for punctuality of deliveries.

### **14 PRODUCT PRESERVATION AND HANDLING**

Storage, packaging, identification and shipping methods must comply with the specifications provided and managed in order to avoid deterioration of the goods.



## Supplier Management

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Place: .....

Date: .....

LOMEC

The Supplier

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Pursuant to and for the purposes of Article 1341 of the Italian Civil Code the Supplier declares to have read carefully and to specifically approve the agreements of these general conditions, referred to in the articles: 2 ACCEPTANCE OF THE ORDER; 6 NC MANAGEMENT

The supplier

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