

GENERAL CONDITIONS OF SUPPLY AND SERVICES IDROSAPIENS S.r.l.

Last updated: March 2022

1 Scope

- 1.1 These general conditions ("General Conditions"), apply to all supplies, even future, of goods, products and services ("Supplies", "Services"), object of an order by Idrosapiens S.r.l. ("Idrosapiens" or "Purchaser"), in relations with suppliers ("Suppliers"), unless expressly derogated by the Order and/or Contract ("Order", "Contract"), in relations with suppliers ("Suppliers"), unless expressly derogated by the Order and/or Contract ("Order", "Contract").
Any general terms and conditions of the Supplier shall only be binding for Idrosapiens if accepted in writing. The acceptance of Supplies and Services or the making of payments by Idrosapiens does not imply acceptance of these other general terms and conditions.
- 1.2 The fulfilment of the Order and/or the execution of the Contract by the Supplier implies full acceptance of these General Conditions, also for the purposes of Article 1327 of the Italian Civil Code.
- 1.1 These "General Terms and Conditions" apply only to the Supplier carrying out business activities in accordance with Article 2082 of the Civil Code.

2 Order award procedure

- 2.1 The communication of the supply project and the relevant quotations shall be made free of charge and shall be effective only for the period specified therein.
- 2.2 The Supplier shall not be entitled to claim compensation for any damage not attributable to Idrosapiens and resulting from errors (e.g. writing and calculation errors) or from incomplete order documents.

3 Prices

- 3.1 The prices of the Supplies and Services are intended as fixed and invariable for the entire duration of the Order or the performance of the Contract, also for the purposes of art. 1469 of the Italian civil code, unless otherwise provided for in the Order and/or the Contract.
- 3.2 Price increases after the conclusion of the Contract are always excluded unless they have been expressly agreed with Idrosapiens.

4 Payment

- 4.1 Invoices can be issued by the Supplier only after acceptance of the Supply or Services by Idrosapiens and shall always report, in addition to the mandatory information, the reference to the Order and/or Contract number.
- 4.2 Pursuant to art. 4, para. 3, of Legislative Decree 231/2002, as amended by Legislative Decree 192/2012, the Supplier accepts, unless otherwise provided for in the Order and/or Contract, the payment term of 30, 60, 90, 120 days from the receipt of the invoice, considering the date of receipt of the invoice as conventionally set at the last day of the month.
- 4.3 Payment of invoices will be made by bank transfer, Bank Bill Receipt, or electronic payment (e.g., credit card, debit card or prepaid card).

5 Delivery, packaging and risk transfer

- 5.1 The Supplier undertakes, at its own care and expense, to deliver the object of the Supply, in the terms and places indicated in the Order and/or the Contract.
- 5.2 Acceptance of the Supplies must be expressed, and is subject to the positive outcome of their verification by Idrosapiens. In case of a negative outcome of the verification, the Supplier undertakes to replace and/or restore the functionality of the goods and products within a reasonable period of time to be determined by Idrosapiens.
- 5.3 Ownership of the Supply shall pass to Idrosapiens upon delivery at the terms and places stated in the Order and/or Contract, without prejudice to the right to reject non-conforming Supplies. Delivery to the carrier or forwarder does not release the Supplier from its obligations.
- 5.4 Deliveries that are earlier, partial or lower than stipulated in the Order may only be made by the Supplier after express agreement with Idrosapiens.
- 5.5 Idrosapiens shall not be liable for any surplus supplies that have not been agreed upon in advance, which may be refused, with the consequent expense, burden and liability being borne solely by the Supplier.
- 5.6 The risk of accidental destruction or damage to the goods subject to the Supply shall only be transferred to Idrosapiens upon delivery of the Supply to the place agreed in advance or established in the Order.
- 5.7 If the Supply includes software, the Supplier authorises Idrosapiens to use it, including the relevant documentation, within the limits established by the contract and the relevant regulations.
- 5.8 Idrosapiens shall also be entitled to reprocess and make back-up copies of the software, to convert it from object code to source code, and to grant the corresponding right of exploitation to its customers.

6 Delivery times and delivery delays

- 6.1 The delivery terms of the goods stipulated in the Order are binding and must be strictly respected. The goods and products subject to the Supply must be delivered to Idrosapiens' premises indicated in the Order or to another delivery place agreed upon in advance, within the established term.
- 6.2 If the Supplier believes that a delay in delivery may occur, he must inform Idrosapiens immediately and report the reasons for the delay. In any case, the delivery term agreed in the Order and/or Contract remains unchanged and binding.
- 6.3 In the event of delayed delivery of goods, the Supplier authorises Idrosapiens to apply a contractual penalty of between 0.5 % and 5 % of the order value for each start of the week in which the goods are delayed.
In any case, the agreed penalty for delay does not exclude the right of Idrosapiens to obtain from the Supplier the delivery of the goods agreed in the Order and/or Contract.
- 6.4 Idrosapiens reserves the right to claim further damages.
- 6.5 In case of delay in delivery, total or partial, and/or delivery discrepancies (except in case of force majeure duly communicated and documented) exceeding a maximum of 15(fifteen) days, Idrosapiens will be entitled to terminate the Order and/or the Contract pursuant to art. 1456 of the Italian civil code.

- 6.6 The Supplier undertakes to perform the Services covered by the Order and/or the Contract in full autonomy, with organisation of the necessary means and management at its own expense and risk, and with the diligence and expertise required by their nature.
- 6.7 The Supplier acknowledges that the Order and/or the Contract may provide for penalties in the event of delayed performance of the Services, their non-conformity and/or non-compliance with service levels. Sub-paragraphs 6.4 and also apply to the performance of the Services.

7 Legal and regulatory requirements

- 7.1 The Supplier assumes full responsibility that the goods and services provided comply with all national and EU regulations aimed at protecting the trade protection rights of the country of export or import as well as any other rights of third parties.
- 7.2 The Supplier undertakes to comply with the GADSL (Global Automotive Declarable Substance List). Deliveries of stainless steel raw materials/parts/stainless steel products shall be free of radioactivity. The Supplier agrees to submit the relevant test certificates upon request of Idrosapiens.
- 7.3 The goods and services provided must also comply with the technical standards applicable in any delivery period as well as with the technical testing and accident regulations.
- 7.4 For deliveries within the European Union, the Supplier is obliged to comply with the requirements of the EU regulations on the registration, evaluation and restriction of chemicals (EU Regulation No. 1907/2006, so-called "REACH Regulation"; EU Regulation No. 1272/2008, so-called "CLP Regulation"; EU Directive 2002/95/EC, so-called "ROHS Directive").
- 7.5 The Supplier shall also source from certified sources in accordance with the rules of the Dodd Frank Act Section 1502 and EU Regulation No. 2017/821 to which the Italian legislation has conformed by means of Legislative Decree No. 13/2021. The Supplier, upon request of Idrosapiens, shall confirm that it operates in compliance with such regulations, producing all supporting documents and information. Idrosapiens may refuse to accept delivery of those products that do not fully comply with the requirements of the above mentioned regulations. In the case of subcontracting, the Supplier shall ensure that the Subcontractor also acts in compliance with all the above provisions.

8 Quality and legal faults

- 8.1 The Supplier guarantees that the goods, products and services covered by the Supply are free from defects and faults, and that they comply with the Order and/or the Contract and the applicable national and EU regulations.
- 8.2 The Supplier shall promptly inform Idrosapiens of any accidental event or possible defect of the delivered goods and products that has come to his knowledge or is known to him and that could impair their fitness for use and safety.
- 8.3 Idrosapiens reserves the right to choose between removal of the defect and replacement delivery. The Supplier guarantees prompt repair or replacement at his own care and expense of goods and/or products that are defective or do not comply with legal requirements or agreed conditions.
- 8.4 The Supplier shall bear all costs necessary to remove the defects found, including the costs of repair or replacement, transport, storage and insurance.
- 8.5 If the Supplier does not fulfil his obligation to rectify the defect or make a replacement delivery within a reasonable period of time, Idrosapiens may remove the defect itself at the expense of the Supplier. Alternatively, Idrosapiens may have the defect rectified or request replacement delivery from a third party at the expense of the Supplier.

9 Product liability

- 9.1 The Supplier undertakes to indemnify Idrosapiens against all claims for damages due to defective products if the defect is attributable to the Supplier.
- 9.2 The Supplier will, at the request of Idrosapiens, guarantee a replacement delivery to replace the defective product.
- 9.3 In addition, the Supplier undertakes to compensate Idrosapiens directly for all damage caused by a defective product if the damage was caused by a defect attributable to him.
- 9.4 The Supplier undertakes to take out a product liability policy to cover any claims for damages to property and persons caused by defective products.

10 Limitations of Liability

- 10.1 Idrosapiens shall be liable for damages arising from wilful or grossly negligent breaches of contract that impair the performance of the contractual objectives.
- 10.2 In cases of breach of contract due to slight negligence, any claim for damages by the Supplier shall be excluded.
- 10.3 The above limitation of liability shall not apply in cases of damage to life, body or health or in cases where product liability law applies.

11 Environmental, occupational and social standards

- 11.1 Idrosapiens orient its behaviour in full compliance with the environmental, employment and social standards recognised internationally by the UN Global Compact Initiative (see www.unglobalcompact.org).
- 11.2 The Supplier undertakes to observe the same standards as above. Idrosapiens reserves the right to terminate the Contract without notice if the Supplier violates these standards.
- 11.3 The Supplier undertakes to respect and apply the minimum wage law. Idrosapiens reserves the right to terminate the Contract without notice if the Supplier contravenes the above-mentioned law.
- 11.4 The Supplier undertakes to ensure that any subcontractors also comply with the standards set out under paragraphs 11.2 and 11.3.

12 Protective Rights, documents and confidentiality

- 12.1 The Supplier warrants that the goods covered by the Order and/or the Contract do not infringe any national or foreign corporate protection rights or copyright.
- 12.2 In the event of legal action taken by third parties for infringement of domestic or foreign copyrights on the goods and products supplied, the Supplier undertakes to indemnify Idrosapiens against all claims made against it and to pay all consequential damages.
- 12.3 All tools, moulds, models, manuals and any other documentation shall remain the exclusive property of Idrosapiens and may not be transferred by the Supplier to third parties or used for its benefit without prior express agreement.
- 12.4 The Supplier guarantees the protection of all documents received by Idrosapiens against unauthorised viewing or use and undertakes to return them upon delivery of the goods. The right of the Supplier to retain the above documents is excluded.

- 12.5 The Supplier undertakes to keep confidential all technical and commercial information learned during the business relationship and to use it to the extent strictly necessary to execute the Orders.
- 12.6 The means of production manufactured at the expense of Idrosapiens become its exclusive property. If the costs are borne partly by Idrosapiens and partly by the Supplier, the means of production will be co-owned in proportion to the share of the costs borne by each. In the case of co-ownership, Idrosapiens reserves the right to exercise the purchase option for the Supplier's co-ownership share.
- 12.7 If Idrosapiens decides to exercise the option right, it shall become the owner of all copyrights to the means of production. The Supplier shall be obliged to mark the means of production in such a way that the ownership of Idrosapiens is also enforceable against third parties. Any right of the Supplier to claim the aforementioned means of production is excluded.

13 Data protection

- 13.1 With reference to the personal data acquired and/or processed during the performance of the Contract (including the data of employees, collaborators, consultants, hereinafter the "Personal Data"), the Supplier undertakes to comply with the provisions of the General Data Protection Regulation no. 2016/679 ("Regulation"), with those of Legislative Decree no. 196/2003 and with the legislation currently in force and/or applicable in the future on the protection of personal data, including the provisions of the Italian Data Protection Authority.
- 13.2 The Supplier undertakes to process the Personal Data acquired by it exclusively for the purposes and within the scope of the activities connected with the performance of the Contract.
- 13.3 The Supplier will be directly and exclusively responsible for the Personal Data he/she acquires and/or processes as owner, committing himself/herself to indemnify and hold harmless Idrosapiens, even after the termination of the Contract, from any claim by the interested parties and/or the competent Authorities as a consequence of violations of this article.
- 13.4 The Supplier declares to have received from Idrosapiens the informative report foreseen by the articles 13 and following of the Regulation as reported at the bottom, and commits to bring it to knowledge of its employees, collaborators, consultants, subcontractors whose Personal Data could be object of treatment in the execution of the Contract.

14 Place of fulfillment, place of jurisdiction and applicable law

- 14.1 The place of performance for all contractual obligations, in particular for delivery and payment, is the seat of Idrosapiens or another place expressly indicated in the Order and/or Contract.
- 14.2 These General Conditions (and Orders and/or Contracts) are governed by Italian law. The Convention on the International Sale of Goods (CISG) does not apply.
- 14.3 Any dispute arising from these General Conditions and/or Orders and/or Contracts shall be subject to the exclusive jurisdiction of the Court of Turin.
- 14.4 However, Idrosapiens reserves the right to choose the court of the Supplier's place of jurisdiction as an alternative.

The Supplier:

[company name or firm]

[legal representative].

Date: _____

Location: _____

Pursuant to Art. 1341 of the Civil Code, the Supplier declares that he has read and fully understood, and specifically accepts, the covenants and provisions contained in Art. 1.1 (Nature and scope of the General Conditions); 3.1 (Invariability of prices); 4.2 (Methods of payment); 5.2 (Acceptance of Supplies and Services); 5.3(Delivery to Carrier and Freight Forwarder); 6.3 (Penalties in relation to the Supplies); 6.4,5 (Express termination clause) 6.6 (Penalties in connection with the Services); 9.1 (Supplier's Indemnity); 10 (Limitation of Liability); 11.2, 3 (Withdrawal); 12 (Right of Protection and Confidentiality), 13 (Processing of Personal Data); 14. 3, 4 (Jurisdiction), of these General Terms and Conditions.

The Supplier:

[company name or firm]

[legal representative].

Date: _____

Location: _____

Information pursuant to Art. 13 et seq. of Regulation (EU) 2016/679 ("Regulation")

Idrosapiens informs that the Supplier's identification data ("Supplier Data"), as well as any personal data ("Personal Data") (collectively "Data") of its employees and/or collaborators and/or legal representatives and/or proxies (collectively "Interested Parties") shall be processed in compliance with Regulation (EU) 2016/679 and Legislative Decree 196/2003, as amended by Legislative Decree 101/2018, where applicable, on the protection of personal data.

A. Purpose and legal basis of processing

The Supplier Data and the eventual Personal Data collected will be used for institutional purposes, connected or instrumental to the activity of Idrosapiens and precisely for the execution of contracts stipulated with Idrosapiens, as well as for the fulfilment of obligations foreseen by the law. The treatment of the Data is necessary for the above-mentioned purposes, based on the legitimate interest of Idrosapiens to manage in a correct and effective way its commercial relations with the Supplier. Data processing will be based on principles of correctness, lawfulness and transparency, in order to protect the rights of the persons to whom such data refer and will be carried out by means of instruments suitable to guarantee security and confidentiality. The processing methods will involve the use of manual, computerised and telematic tools, with logic strictly related to the purposes indicated above.

B. Categories of data processed

For the pursuit of the purposes indicated in paragraph A, Idrosapiens will process Supplier Data, for which it is not necessary to acquire consent to the processing. The eventual Personal Data of the Interested Parties collected and processed as they refer to the Supplier and are necessary for the purposes mentioned in paragraph A ("Contact Data") or for the purpose of signing the Contract ("Contract Data"), will be exclusively the identification and contact data.

C. Compulsory or optional nature of providing data, consequences of a refusal to answer

The conferment of the Data as per paragraph B is necessary for the pursuit of the purposes indicated in paragraph A; consequently, the failure to confer them will result in the impossibility of establishing and executing the Contract between Idrosapiens and the Supplier.

D. Categories of persons to whom the personal data may be communicated or who may become aware of them and scope of dissemination of the data

Idrosapiens informs that, within the limits strictly pertinent to the above mentioned obligations, tasks or purposes, the Contact Data and the Contract Data eventually collected may be known by public bodies for the fulfilment of legal obligations and/or by third parties who perform auxiliary activities or provide services on behalf of Idrosapiens itself, such as, for example, third party companies providing accounting and tax services. All the above mentioned subjects, where prescribed by the current legislation, are appointed by Idrosapiens as data processors according to art. 28 of the Regulation. Personal Data will be processed exclusively by employees and/or collaborators of Idrosapiens formally authorised according to art. 29 of the Regulation and in compliance with the provisions of the applicable legislation, also with regard to the security measures to protect and safeguard. The collected Data will not be disseminated in any way.

E. Period of retention of personal data

The Data collected will be kept until the termination of the relationship between Idrosapiens and the Supplier, and in any case for a period not exceeding the period necessary to fulfil the obligations or tasks required by law, regulations or the Contract.

F. Rights of interested parties

Idrosapiens informs you, according to art. 13 of the Regulation, that, among the rights conferred to the Data Subjects by the Regulation itself, there are, in particular, the right to ask Idrosapiens as data controller to access the data, to know their origin, the logic and methods of processing, to obtain their updating and rectification or (in the cases provided for by the Regulation) their cancellation, the limitation of the processing concerning them or to object to their processing. Data subjects also have the right to receive such personal data in a structured, commonly used and machine-readable format and to transmit it to another data controller without hindrance. Data subjects also have the right to withdraw their consent at any time without prejudice to the lawfulness of the processing based on the consent given before the withdrawal, and to lodge a complaint with the Italian Data Protection Authority in accordance with the law.

G. Identification details of the Holder

The owner of the above mentioned treatments is: Idrosapiens S.r.l. with registered office in Via Volpiano, 49, 10040 Leini (TO). In case of need or in order to exercise one or more of the rights as described above, the interested party can refer to this Holder for any further information.