

**GENERAL PURCHASING TERMS AND CONDITIONS  
– DIRECT MATERIALS –**

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**1. DEFINITIONS**

The following terms, as used in these General Purchasing Terms and Conditions – Direct Materials (hereinafter referred to as “**General Terms**”), shall have the meanings set forth below:

- 1.1. “**Affiliate(s)**” with reference to Purchaser means any company directly or indirectly under the Control of IVECO DEFENCE VEHICLES S.P.A. and ASTRA VEICOLI INDUSTRIALI S.P.A. (or any legal successor hereof).
- 1.2. “**Closed Order**”: means a request, addressed from Purchaser to Supplier, for the purchase of a specified quantity of Products.
- 1.3. “**Comply with Terms**”: means, with reference to the Products, that such products:
  - i) comply with the Regulatory Standards;
  - ii) conform to the Specifications and other applicable standards agreed in the Supply Agreement;
  - iii) conform to the Statement of Work, which identifies the scope and requisites of the Products to be purchased (hereinafter “**SOW**”);
  - iv) are free from any defects in design (except only the case in which Purchaser was solely responsible for the design), material and workmanship;
  - v) are safe, reliable, and fit for the agreed purpose once assembled in the Units
- 1.4. “**Control**”: means the direct or indirect ownership of more than 50% of the stock or other equity interest having voting rights.
- 1.5. “**Force Majeure Event**” shall mean an event beyond the reasonable control of a Party, and which is unforeseen, unavoidable and insurmountable, and which was not known at the acceptance of an Order and which prevent total or partial performance by such Party including, without limitation, earthquakes, storm, flood, war, riot, civil commotion, sabotage, embargo, compliance with a law or governmental order, and in general any other event which neither can be foreseen, prevented nor controlled. For the avoidance of doubt shall not constitute Force Majeure Events: (i) strikes, lockouts or other industrial action or disputes solely related to the Supplier and/ or its sub-suppliers; (ii) sub-suppliers’ delays, unless it is proved that said delays are caused by a Force Majeure Event; (iii) any event that merely increases the cost of rendering performance under the Supply Agreement but does not make its performance impossible.
- 1.6. “**Intellectual Property Rights**” means all proprietary and exclusive rights granted by law, including all information, copyrights, patents, designs, programmes, methods, processes, trade secrets, trademarks, inventions, know-how, drawings, plans, manufacturing processes, specifications, software, source code, in each case whether registered or not, and all applications for any of the foregoing, and all rights to apply for registration or to claim priority of any of the foregoing.

- 1.7. **“Law(s)”**: means any applicable provision of law or regulation (including EU legislation) or administrative provision or administrative or jurisdictional order or decree including those currently in force or to be applied in future; any reference to any specific Law shall include any amendment, supplement, or other modification from time to time, and shall include any rule or regulation promulgated thereunder.
- 1.8. **“Open Order”** means a request, addressed by Purchaser to Supplier, concerning the purchase of the Products, which contemplates the issuance by Purchaser of periodical Releases (as hereinafter defined), without any initial determination of the quantity of the Products to be supplied.
- 1.9. **“Operating Regulations”**: means standards, specifications, rules, circular letters, procedures, and any other similar regulations governing and detailing the performance of the supply of the Products, as communicated or made available at any time to Supplier, by any means.
- 1.10. **“Order”**: means an Open Order and/or a Closed Order.
- 1.11. **“Party(ies)”**: means jointly Purchaser and Supplier and/or severally each of them.
- 1.12. **“Product(s)”**: means the product(s) – including all components, raw materials, and sub-assemblies thereof – supplied by Supplier to Purchaser pursuant to the Order, either for the first equipment or as spare parts and identified with a unique part number attributed by Purchaser.
- 1.13. **“Purchaser”**: means Italtwatt S.r.l. and/or on its behalf any company, directly or indirectly under the Control of IVECO Group N.V. (or any legal successor hereof), that issues an Order to Supplier.
- 1.14. **“Purchaser Technical Information”**: means (i) any Intellectual Property Rights owned by or licensed to Purchaser, (ii) any manufacturing procedures, technical or technological know-how which is not within the public knowledge (although not covered by Intellectual Property Rights) under any form or mean available (including, by way of example and not of limitation, specifications, standards, drawings, models, samples, proto-types, methods, instruments, databanks, technical specifications) owned by or licensed to Purchaser, or (iii) any specific studies, plans, documents prepared by or on behalf of Purchaser; (iv) any Tooling paid and owned by Purchaser.
- 1.15. **“Release”**: means a delivery schedule issued by Purchaser to Supplier, that instructs Supplier to deliver a specified quantity of the Products to a particular location on a specified date and which lists forecasted Product quantities.
- 1.16. **“Regulatory Standards”**: means the Laws applicable to the Products or the Units in the countries where: (i) Purchaser has its registered office; or ii) the Units will be marketed as referred in the Specifications or otherwise communicated in writing to Supplier.
- 1.17. **“Specifications”** means the engineering design characteristics and the technical, quality, and economical specifications requested for the Product provided by the Purchaser in the sourcing phase and referenced in the Supply Agreement.
- 1.18. **“Supplier”**: means the company which undertakes to deliver the Products to Purchaser in performance to an Order.
- 1.19. **“Supply Agreement(s)”**: means the agreement(s) regulated by this General Terms which are entered into between Purchaser and Supplier including when Supplier accepts Orders issued by Purchaser in the manners set forth in article 3.2 hereunder.

- 1.20. **“Tooling”**: means all tools, jigs, matrixes, dies, moulds, control gauges and their accessories, including related software, which, even though not covered by Intellectual Property Rights nor containing any element of secrecy, is exclusively used for the manufacture or quality control of a Product.
- 1.21. **“Unit(s)”**: means the vehicle(s) or other goods (including but not limited to engines, battery packs, transmissions, or gears) manufactured and/or sold by the Purchaser (or any of its Affiliates), in which the Product(s) is/are assembled.
- 1.22. **“Warranty Agreement”** means a written agreement governing the reimbursement from Supplier of the field warranty costs caused by defective Products to be signed by the Parties prior to the Supply Agreement.

## **2. SCOPE**

- 2.1. These General Terms shall apply to each Order issued by the Purchaser, even if not explicitly recalled.
- 2.2. Any Supplier’s general conditions of sale as well as any terms and conditions set out in the offer or Order acceptance, or other documents issued by the Supplier shall not apply to the supply of the Products.

## **3. ORDERS**

- 3.1. The Order constitutes Purchaser's offer to Supplier to purchase the Products, and is not, nor shall not be construed to be an acceptance of any offer of Supplier. Purchaser is under no obligation to purchase the Products exclusively from the Supplier.
- 3.2. The Order shall be deemed accepted when received by Supplier, except that Supplier notifies Purchaser in writing about its intent to not accept such Order within 48 (forty-eight) hours from its receipt.

## **4. SCHEDULING METHODOLOGY**

- 4.1. Supplier shall always ensure that it has all resources, equipment, facilities, insurance coverages and inventories necessary to manufacture and deliver to Purchaser the Products as contemplated by any Supply Agreement, according to the issued Releases. In such respect, unless otherwise agreed in the Supply Agreement, the Supplier will bear the costs necessary to put in place any Tooling necessary for the serial production of the Product and to satisfy Purchaser’s demand.
- 4.2. Supplier undertakes to notify in writing to Purchaser for each Product its installed capacity, which Purchaser reserves to verify at any time. Supplier undertakes to timely notify in writing to Purchaser (i) any variation to each installed capacity which may occur during the execution of the Supply Agreement, and (ii) any potential or actual shortage of the notified installed capacity which will not satisfy the entire supply programs.
- 4.3. In order to assist Supplier in its capacity planning and long-term material scheduling Purchaser may deliver Product forecasts or planning schedules to Supplier (the “Forecasted Volumes”), being understood that those are issued for planning purposes only and shall not create nor imply a firm or binding obligation of Purchaser to purchase any of the Forecasted Volumes.

- 4.4. Purchaser shall specify its requirements for Products by the issuing of a Release, in accordance with the Operating Regulations and the rules set forth in the Supply Agreement. Unless otherwise agreed in the relevant Supply Agreement, only the production volumes specified in the Release shall constitute a firm purchasing commitment (the "**Firm Product Quantities**").

## **5. DELIVERY**

- 5.1. Supplier shall: (i) pack and ship the Products, in accordance with the Operating Regulations and the rules set forth in the Supply Agreement; (ii) mark each package in accordance with the reasonable instructions of Purchaser and carrier; (iii) forward the shipping documents required by Purchaser and/or by Law, including but not limited to the one set forth in Section 7.2.4.
- 5.2. Supplier undertakes to notify in writing to Purchaser, for each Product, its installed capacity, which Purchaser reserves to verify at any time. Supplier undertakes to timely notify in writing to Purchaser (i) any variation to each installed capacity which may occur during the execution of the Supply Agreement, and (ii) any shortage of the notified installed capacity which will not satisfy the entire supply programs.
- 5.3. The delivery date/s set forth in the Release for firm Product quantities ("**Firm Delivery Date**") shall be binding on Supplier. The delivery time is of the essence. Supplier shall in any case promptly notify Purchaser of any delay that could affect the Products delivery as well as of all actions (including emergency transport) to be adopted at its expenses to ensure timely deliveries and/or to minimize the consequences of its delay.
- 5.4. The taking of delivery and/or reception and/or payment of the Products supplied shall not in any case be considered as acceptance of the Products supplied whether in terms of quantity or in terms of quality as well as in terms of timely shipment.
- 5.5. Purchaser is under no obligation to accept any partial or excess shipment of the Products. Purchaser is authorized either to return to Supplier, at Supplier's costs and risks, any supply delivered in excess or in advance to the Firm Delivery Date or to charge Supplier with the relevant storage and any other incurred costs. Even if Purchaser does not exercise its rights under this Section, the payment terms of the invoice of the supplies delivered in advance shall be calculated from the Firm Delivery Date.
- 5.6. Title in the Product(s) will pass to Purchaser at the same time as the risk pass to Purchaser according to the delivery term set forth in the Supply Agreement.
- 5.7. In case of delay in delivery, the Supplier shall pay to the Purchaser liquidated damages equal to two times the percentage applied by the Purchaser's customers in case of delay in the delivery of the Units, to be calculated on the Products price of the Products delivered in delay, save further damages. In the event of delivery delays extending beyond 10 business days, ORLACO shall incur penalties amounting to 2% (two percent) of the value of the delayed Products outlined in each Purchase Order for each week, not exceeding 15% of the total value of the Products per Purchase Order. It's important to note that penalty calculations exclude any charges related to freight, taxes, duties, or other fees. Upon delivery delays exceeding 8 weeks ITW reserves the right to cancel the Purchase Order without any consequence and ORLACO will have no right of claim.

## 6. PRICE AND PAYMENT

- 6.1. The price of the Product is fixed in the Order and shall include all duties, levies, fees, and taxes in the country of origin of the Products.
- 6.2. Any modification of the Product price will require a) a written agreement between the Parties and the issuance of an updated Order by Purchaser reflecting such new price or b) a price revision formula inserted in the Supply Agreement. In case paragraph a) applies, during any price renegotiation the Parties shall continue to perform their obligations under the Supply Agreement in accordance with the most recent price agreed upon and Supplier may not suspend the delivery of the Products. In case the Parties will not reach a mutual agreement in a reasonable period, however not less than 90 (ninety) days, Supplier shall have the sole right to terminate the Supply Agreement according to Section 15.2.
- 6.3. Supplier undertakes to: (i) keep constant the requisites of competitiveness of the supply in terms of quality, service, reliability, time to market, technical level, and innovations; (ii) keep the prices and terms of supply in line with those practiced by the best competitors on the market; and (iii) cooperate with Purchaser to implement all possible technical actions to reduce the costs that Purchaser shall bear in the execution of the Supply Agreement.
- 6.4. Purchaser shall perform payments in the manner and within the payment term indicated in the Supply Agreement. Invoices must be set, issued, and managed in compliance with the Supply Agreement, the Laws, and the Operating Regulations.

## 7. PRODUCT SPECIFICATIONS AND PRODUCT COMPLIANCE

### 7.1. Specifications

- 7.1.1. The Products shall Comply with Terms.
- 7.1.2. Supplier shall timely obtain and maintain any applicable certifications, type approvals, licenses or other regulatory or government approvals for the Products required under the Regulatory Standards including but not limited to product safety and vehicle emissions including CO<sup>2</sup>.

### 7.2. Regulated Substances:

- 7.2.1. IMDS. Before the start of the supply of any Product, Supplier shall make available to Purchaser free of charge - through the International Material Data System ("IMDS") - the information concerning the substances contained in the Product, which are necessary for the Purchaser to be able to fulfil its regulatory obligations, including but not limited to the ones set out in Directive (EC) 2000/53 (*End-of-Life Vehicles*).
- 7.2.2. REACH and POPs. Supplier shall ensure full compliance with the Regulatory Standards, including but not limited to the Regulation (EC) No 1907/2006 (*REACH Regulation*) and Regulation (EU) 2019/1021 (*POPs Regulation*) and subsequent modifications and integrations, and the correspondent U.S. regulation if Products are purchased for the U.S. market and undertakes to mention to Purchaser the possible presence of substances named SVHC (Substances of Very High Concern) in the Products, by further providing the documentation needed or requested by Purchaser as per Section 7.2.1.
- 7.2.3. Conflict Minerals. Supplier shall ensure full compliance with Regulation (EU) No. 2017/821 and the correspondent U.S. regulation if Products are purchased for the U.S. market; in this respect

Supplier shall, when requested by Purchaser and in any case no later than 30 (thirty) days following each calendar year in which Supplier has delivered any Product to the latter under any Supply Agreement, complete and provide to Purchaser a comprehensive Conflict Minerals Reporting Template as set forth by RMI (<https://www.responsiblemineralsinitiative.org/>) or the other template that Purchaser should timely communicate to Supplier. Supplier shall perform appropriate due diligence on its supply chain to fulfil the above reporting obligations.

#### 7.2.4. Hazardous Materials.

Prior to and with the shipment of any Product, Supplier shall inform the Purchaser of any Product being classified as Dangerous Good or Hazardous Material according to the Regulatory Standards and, with reference to such Product shall:

- (i) provide the Safety Data Sheet in the format set forth by Regulation (EC) No 1907/2006 and the correspondent U.S. regulation if Products are purchased for the U.S. market;
- (ii) properly classifying, labelling, and packaging such Products in compliance with Regulatory Standards related to the transport of Dangerous Goods (ADR, RID, IMDG, IATA) and provide handling instructions, as may be necessary to advise carriers, Purchaser and/or their respective employees for a safe handling of such Product.

#### 7.3. Origin of the Goods.

Supplier undertakes to provide a statement at least of annual validity in which it certifies the country of origin and/or the preferential origin of the Products in compliance with the Regulatory Standard (including but not limited to Regulation (EU) No. 952/2013 – *Union Customs Code*). Supplier undertakes to timely notify any change in the country of origin which may occur during the current year and to cooperate promptly and fully to allow the compliance with the above.

#### 7.4. Cybersecurity

The Supplier shall assure that any Product is provided in compliance to the complete framework addressed from ISO/SAE 21434, for all involved phases from concept to decommissioning, and shall provide all necessary support to Purchaser in order to fulfil UN Regulation No. 155 requirements, at least for a period of 10 (ten) years; in such case the Product supply will have to follow the “Cybersecurity addendum - Security of the Supply Chain”, which is part of the Operating Regulations.

### **8. PRODUCT CHANGES**

#### 8.1. Changes Requested by Purchaser

Supplier shall introduce the changes in the Products which are necessary to satisfy new requisites requested in writing by Purchaser, or the modifications requested in writing by the Purchaser (if the design is provided by the Purchaser) according to the terms requested by the latter. Supplier shall promptly, but not later than 30 (thirty) working days, notify its best implementation date as well as the reasonable costs needed for such change and, if accepted by Purchaser, will be subject to an Order variation by this latter.

#### 8.2. Changes Requested by Supplier.

Any Product change by Supplier concerning: (i) the design, the function, or the performance of the Products, or (ii) the materials; must be communicated to Purchaser for its written approval, prior to its implementation.

Any approved modification to a Product or production process under this Section 8 or other provisions of these General Terms or Supply Agreement shall require, unless differently communicated by Purchaser, Supplier to re-qualify the Product according to Section 9.1, at Supplier's expenses in order to assure it complies with the Specifications.

In case the above changes in (i) the design, the function, or the performance of the Products, or (ii) the materials, because of obsolescence or for any other reason whatsoever cause any delay in the delivery of the Units or spare parts, the Supplier shall pay to the Purchaser by way of liquidated damages, provided that the Purchaser is charged with liquidated damages by its customers, the amount calculated as set forth in clause 5.6 above, save further damages.

Any change requested by the Supplier shall not modify the price of the Products.

### 8.3. Change in the manufacturing process.

Any change in the production location and/or the shipping point and/or the manufacturing process and/or the sub-suppliers, shall be communicated to Purchaser by the Supplier prior to the start of any of the above activities and shall be introduced only after Purchaser's approval, such approval not to be unreasonably withheld, and subject to Product requalification according to Section 9.1. Such approval, if given, is without prejudice to Purchaser's continued rights to require compliance by the Supplier with the Supply Agreement. Supplier shall guarantee continuity in supplies and the adoption of all the best practices to avoid any supply disruption at no additional cost for the Purchaser.

### 8.4. Updated Information.

If any changes are made to a Product, Supplier shall promptly deliver to Purchaser copies of all updated drawings, blueprints and documentation reflecting the changes.

## 9. **QUALITY**

Supplier shall perform all actions required to ensure that the Products are "state of the art" as regards to quality; in particular Supplier shall establish and maintain in operation such control and manufacturing processes and systems generally required in the automotive sector (i.e. ISO 9001, IATF 16949) for the purpose of ensuring, on a continuous and reliable basis, the delivery to Purchaser of Products immune from any defect.

If the Supplier is a Tier 1 Supplier, the Purchaser may require the Supplier to comply with the AQAP 2110 (NATO standard).

The Supplier shall provide a Certificate of Conformity ("COC") for the Products; if required in writing by the Purchaser, the COC shall be released in NATO standard format.

### 9.1. Qualification of the Products



Supplier, before commencing the delivery of a new or modified Product, shall have performed all tests and inspections agreed or required and all additional tests and inspections as necessary to ensure, control and establish the Compliance with Terms of the Products.

#### 9.2. Quality Standards

Supplier's Specifications shall comply in all respects with the requisites if as indicated into the SOW.

In case a Product 's Specifications or Supplier's process would not comply with the requisites as specified into the SOW, Purchaser may: (i) require Supplier to develop a corrective action plan and/or (ii) require the stop of the Products shipment, being understood and agreed that any deficiencies in Products must be corrected by Supplier, at its expense, prior to any subsequent product shipments;

The use of sub-suppliers approved or designated by Purchaser, including tool/gauge suppliers, does not relieve Supplier from the responsibility to guarantee the quality of the purchased Products and to Comply with Terms and with the provisions of these General Terms.

#### 9.3. Inspections

Supplier agrees that Purchaser may, upon reasonable advance notice to Supplier, inspect Supplier's manufacturing processes and facilities, to check Supplier's compliance with Purchaser's requirements, without prejudice to Purchaser's duty of confidentiality under Section 16; such inspections may also be conducted by public authorities in case the Units are intended to be sold to the public sector.

### 10. **PRODUCT WARRANTY**

- 10.1. Without prejudice to other remedies under the Warranty Agreement and the Supply Agreement, Supplier warrants that the Products: (i) Comply with Terms, (ii) are free and clear of all liens, liabilities, security interests, leasehold interests, and encumbrances of any nature whatsoever.
- 10.2. If any Product upon delivery do not conform to Section 10.1 above, Purchaser shall have the right, at its own discretion, to: (i) obtain from Supplier, free of charge, the replacement of such Product and/or the whole manufacturing batch to which it belongs according to Procedure QPS-08018/I which is part of the Operating Regulations, (ii) reject such Product, without replacing it, and obtain from Supplier the full price repayment of such rejected Product, (iii) in the event of urgency or if Supplier is not able to immediately replace the Products select, recover and/or repair though extra manufacturing and at Supplier's risks and costs, the defective Products. Purchaser shall maintain for a period of 60 (sixty) days, starting from its replacement or rejection, any rejected Product(s) and make it available to Supplier; expired such term without Supplier having collected it, Purchaser is entitled to scrap such rejected Product (s) at Supplier's costs.
- 10.3. If the Product defect is discovered when the Products are already installed, or are in the process of being installed on the Units, Purchaser, in addition to the provisions set forth in Section 10.2, shall also be entitled to charge Supplier with the replacement costs (including but not limited to assembly and disassembly) of the Products from the Units, together with the costs of the materials damaged by the defective Products, as well as any other all reasonable costs, expenses and damages arising from or consequent to the disruption of Purchaser's manufacturing process
- 10.4. Supplier shall reimburse Purchaser for field warranty costs (including, but not limited, to recalls and service campaigns) incurred by Purchaser as a result of the breach of any warranty obligation set forth in Section 10.1 as per the terms and conditions set forth in the Warranty Agreement or, in its absence, at least for 24 (twenty-four) months from the Product delivery date. In case of a recall and/or service



campaign the Supplier shall provide Purchaser, with utmost urgency the Products required to perform such recall or campaign, at no additional cost for the Purchaser and without suspending or postponing the delivery programs concerning the normal supply of the Products.

- 10.5. Supplier shall, in any case and upon notice from Purchaser (including direct notice from any of Purchaser's plants) of a non-conforming or defective Product: (i) promptly inform Purchaser (and directly the affected Purchaser's plant) of the causes for such non-conformance or defect, and of the corrective actions identified to remedy and prevent such non-conformity and/or defect in compliance with the Operating Regulations, and shall identify the particular Products affected (by serial number or other means); (ii) without delay, but subject to advance written approval of Purchaser, introduce into its own manufacturing processes appropriate corrective actions, in accordance with any reasonable instructions Purchaser may issue; and (iii) implement, in accordance with Supplier, the control plan to verify and confirm the effectiveness of such remedial actions.

## 11. PRODUCT LIABILITY

- 11.1. Supplier shall defend, indemnify and hold Purchaser harmless from and against any and all loss, liability, cost and expense suffered by Purchaser (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design (if Supplier is responsible in the design) or manufacture of the Products, including defects in material and/or manufacturing processes or techniques, caused personal injury or loss of, destruction or damage to property. This obligation of indemnification shall inure to the benefit of Purchaser, IVECO Group N.V. and any company under its Control, including their respective officers, directors, successors, and assigns.
- 11.2. Supplier shall keep Purchaser indemnified and harmless from and against all damages, losses, expenses and costs arising out of or in connection with any legal action or claim (including the ones related to injuries and death) against Purchaser in respect of claims from final users, third parties, or any national or supra-national authority regarding non-compliance with Regulatory Standards caused by the Product assembled in the Unit, without prejudice to Supplier's own responsibilities towards the damaged third party and the authorities, where applicable.
- 11.3. With reference to Sections 11.1 and **Error! Reference source not found.** Supplier shall:
- (i) upon Purchaser's request, assist the Purchaser (as well as any of its Affiliates) in disputes in which it could become involved by reason of such alleged defects and if required by Purchaser take on the conduct of any dispute; and
  - (ii) enter into and maintain for the entire duration of any Supply Agreement and for 10 (ten) years thereafter adequate insurance policies contracted with primary insurance companies and to provide Purchaser with a copy of the insurance certificate(s) upon request; Supplier accepts to transfer its rights towards the insurance companies at first request of Purchaser.

## 12. SPARE PARTS

- 12.1 In order to allow Purchaser to meet its warranty requirements and after-sale assistance of the Unit the Supplier shall provide to Purchaser the Products for after-sale replacement (the "Spare Parts") for the entire duration of the serial production of the Product at the same terms and conditions for the first equipment, with a dedicated capacity and without quantity restrictions.

- 12.2 Supplier shall ensure the supply of Spare Parts at commercially reasonable prices following the end of supply of Products for Purchaser's serial production at least for a period of 20 (twenty) years.

### **13. INTELLECTUAL PROPERTY**

#### **13.1. Purchaser Intellectual Property.**

Any Purchaser's Technical Information or other Intellectual Property Rights that Purchaser may have delivered to Supplier are and shall remain of the exclusive property of Purchaser.

Supplier shall not acquire any rights on any such Purchaser's Technical Information or other Intellectual Property Rights, other than the right to use it solely to perform its obligations under the relevant Supply Agreement.

#### **13.2. Supplier Intellectual Property.**

Supplier shall detail in writing (i.e., number, date and type of right) all Intellectual Property Rights it owns or uses under license as long as said Intellectual Property Rights are needed and used to manufacture the Products or may affect their use or sale.

Purchaser, its dealers, its customers, and its subcontractors have the right to repair, reconstruct, remanufacture, reflash, or rebuild the Products without payment of any royalty or other amount to Purchaser.

#### **13.3. Third Parties' Right.**

Supplier warrants that the sale or use of the Products shall not infringe or contribute to the infringement of any Intellectual Property Rights of any third party. Supplier agrees to defend, indemnify, and hold harmless Purchaser, including its Affiliates, dealers, and its customers from and against all claims, losses, demands, liabilities, obligations, and expenses (including, without limitation, reasonable legal and other fees) arising from or related to any claim or action based on a claim that the Products infringe any Intellectual Property Rights of a third party.

In the event a third-party makes any such claim and the use of any Product or any component thereof is enjoined, Supplier shall promptly at no expense to Purchaser either: (i) procure for or on behalf of Purchaser the right to continue using the Product or affected component thereof, (ii) replace the infringing Product with a non-infringing equivalent component, of equal performance and quality that is acceptable to Purchaser at its discretion; or (iii) modify the infringing Product without impacting its performance and quality so that it is no longer infringing.

#### **13.4. Exclusive Use**

If not differently agreed between the Parties, in case Purchaser pays the non-recurrent costs to Supplier for the development of a solution specific to the Unit (where the solution is intended to be the technical delta between the existing product and the Product), Supplier shall grant the exclusive use of such specific solution to Purchaser for 20 (twenty) years.

#### **13.5. Trademarks**

Supplier shall apply the trademarks specified by Purchaser to the Products and their packages to be delivered to Purchaser (defined in such case a "**Branded Product**"), in accordance with the Specifications.

Unless expressly authorized in writing by Purchaser, Supplier shall not place its or any third parties' trademark or other designation on any Branded Product.

Supplier shall sell Branded Products exclusively to Purchaser, being understood that any sale of Branded Product to third parties will need Purchaser's prior written consent.

The application of Purchase trademark to the Branded Products shall in no event mean that Supplier is granted any license to use such trademarks. The use of the Purchaser trademarks not in compliance with the instructions of the Purchaser and the Specifications shall be considered a material breach of the Supply Agreement.

## **14. PURCHASER'S TECHNICAL INFORMATION**

14.1. Should the execution of Supply Agreement require the use by Supplier of Purchaser's Technical Information (unless lawfully available to Supplier):

- i) the Purchaser's Technical Information, shall not be disclosed or otherwise made available to third parties or used for purposes other than the execution of the Supply Agreement.
- ii) Products made using Purchaser's Technical Information, shall be exclusively produced on behalf of Purchaser and shall be supplied exclusively to Purchaser, subject to compliance with the mandatory terms required by the Law.

14.2. Supplier shall, also after the expiry or termination of Supply Agreement:

- (i) carefully hold Purchaser's Technical Information and identify the same as exclusively pertaining to Purchaser;
- (ii) hold Purchaser's Technical Information confidential, not reproduce or copy it, except as expressly authorized in writing by Purchaser, and not transmit or disclose the same to third parties;
- (iii) return or destroy the Purchaser's Technical Information to Purchaser upon request;
- (iv) not apply for the obtaining of patents or other Intellectual Property Rights on the whole or part of the contents of Purchaser's Technical Information.

14.3. Supplier shall impose the same obligations set forth in this Section 14 on any third party to which Supplier may need to make available the Purchaser's Technical Information for the performance of the Supply Agreement and ensure the third party's compliance with those obligations.

## **15. TERM AND TERMINATION**

### 15.1 Term

Any Supply Agreement shall be valid from the date of the acceptance of the Order and shall remain in effect for an indefinite period of time subject to any prior termination in accordance with the provisions under this Section **Error! Reference source not found.** or otherwise in the Supply Agreement.

### 15.2. Termination for convenience.

15.2.1. The Purchaser shall have the right to terminate or suspend for convenience any Supply Agreement, in whole or in part, at any time, by written notice, if its customer terminate or suspend

the agreement entered into with the Purchaser, without fault of Purchaser. In case the suspension overcomes 90 (ninety) days, the Supply Agreement will be terminated for convenience.

15.2.2. In case of termination or suspension for convenience, the Purchaser will not be liable for any costs or damages due to termination or suspension of the Supply Agreement.

#### 15.3. Termination for breach

15.3.1. Any Party shall notify in writing to the other Party (the “**Breaching Party**”) of any material breach of these General Terms and/or the Supply Agreement and shall require the Breaching Party to remedy the notified breach within a reasonable time. If the Breaching Party has not remedied such breach within the above-mentioned term, the other Party shall have the right to terminate any relevant Supply Agreement immediately, without prejudice to the right to recover damages, losses, costs and expenses according to applicable Law.

15.3.2. Purchaser shall have the right to terminate immediately any Supply Agreement by simple written notice to the Supplier in which the Purchaser declares that it invokes this termination clause, and without prejudice to the Purchaser’s right to recover damages, losses, costs and expenses in cases in which the Supplier commits a breach of any term set forth in Sections 0, 20, 21 and 22.3 of these General Terms.

#### 15.4. Effects of Expiration or Termination

15.4.1. Upon the expiration or termination of the Supply Agreement:

- (i) Supplier shall: (a) promptly return in the same quality status as the Purchaser has originally delivered them, all Tooling, equipment, containers, half-finished products and/or other materials made available by Purchaser for the performance of the supply of the Product (b) transfer title and possession of any undelivered Products, work-in-process and raw materials that Purchaser has agreed to acquire from Supplier; (c) cooperate with Purchaser to avoid supply disruptions where the production of the Products is resourced to another supplier.
- (ii) Except Purchaser being the Breaching Party under Section 15.3, Supplier shall not be entitled to claim toward Purchaser any kind of damages and/or compensations as a consequence of such termination, being Purchaser liability exclusively limited to any outstanding payment as of the date of Purchaser's termination notice for (a) finished Products completed by Supplier in accordance with the firm Product quantities set forth in a Release and that conform to the requirements of these General Terms and the Supply Agreement, and (b) any Product’s component that remain in Supplier's inventory that were purchased by Supplier in accordance with the firm Product quantities set forth in a Release, at cost, provided that Supplier cannot use such components in any other products other than the Products.
- (iii) the Parties will perform their respective obligations under these General Terms and the Supply Agreement throughout any termination notice period.

15.4.2. Neither the expiration nor the termination of a Supply Agreement shall affect any rights of any Party which shall have accrued prior to the date of such expiration or termination, and in particular it is expressly agreed by the Parties that the provisions of Sections 6 (Price and Payment), 7.4 (Cybersecurity), 10 (Product Warranty), 11 (Product Liability), 12 (Spare Parts), 13 (Intellectual Property), 15.4 (Effects Expiration or Termination), 16 (Confidentiality), 23 (Applicable Law and

Jurisdiction) as well as the financial obligations of the Parties which are due at the time the Supply Agreement terminates shall survive the expiration or termination of such Supply Agreement.

## **16. CONFIDENTIALITY**

16.1. Without prejudice to the confidentiality obligations provided in any confidentiality agreement entered into between the Parties, any Party shall treat all the information (including, without limitation, information relating to the Products, operations, processes, volumes, plans or intentions, know-how, design rights, trade secrets, market opportunities and business affairs, hereinafter the “Confidential Information”) which it becomes aware of, during the negotiation or execution of any Supply Agreement, as strictly confidential using at least the same degree of care they use in protecting their own confidential information.

16.2. Confidential Information does not include information which:

- (i) is in the public domain at the time of disclosure to the receiving Party or thereafter enters the public domain without breach of the terms of this Section 16;
- (ii) is already known by the receiving Party at the time of disclosure (as the appropriate written documents, register or records shall prove) having not been obtained in violation to any obligation of confidentiality;
- (iii) is developed independently of the disclosing Party and in good faith by or on behalf of the receiving Party;
- (iv) becomes known from a third party without breach of the terms of this Section 16;
- (v) must be disclosed in response to a subpoena, interrogatory or order issued by any administrative agency government body or court, provided however that whenever possible an advance notice will be given by the receiving Party to the other Party.

16.3. For the entire duration of any Supply Agreement and at least for 5 (years) after its termination any Party:

- (i) shall not use Confidential Information for a purpose other than the preparation of any offer or performance of its obligations under any relevant Order;
- (ii) shall not disclose Confidential Information to any third-party except with the prior written consent of the other Party;
- (iii) shall make every effort to prevent the use and/or disclosure of Confidential Information.

16.4. Each of the Parties shall disclose the Confidential Information only to their respective directors, officers, employees, consultants (i.e.: financial advisors, attorneys and accountants) and Affiliates (the “Representatives”) who need to know the Confidential Information for the purpose of performing the Supply Agreements; each Party shall procure that all of its Representatives, to whom such disclosure is made, will act in accordance with the terms and conditions of this Agreement, as if each of them were a party hereto, and each Party agrees to be responsible for any breach of this Section 16 by any of its Representatives, having been so instructed.

- 16.5. In the event that the Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information, the receiving Party will notify the disclosing Party promptly so that it may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Section. If no such protective order or other remedy is obtained, or that the disclosing Party does not waive compliance with the terms of this Section, the receiving Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
- 16.6. Supplier undertakes to not disclose its commercial relationship with Purchaser or use the name or trademarks of Purchaser or any of its Affiliates in Supplier's advertising or other publication or in connection with Supplier's business, without Purchaser's previous written consent.

## **17. COMMUNICATIONS**

- 17.1 Supplier will establish and maintain an electronic data interchange system (EDI) compatible with the relevant system in use by Purchaser and will use this system as communication line with respect to Orders, Releases, and delivery of the Products.
- 17.2. Communications related to the supply of the Products may be made in writing.
- 17.3. Purchaser may notify in writing Operating Regulations from time to time, being understood that such Operating Regulations will not be contradictory to the General Terms and/or the Supply Agreement and in case of conflict the General Terms and/or the Supply Agreement will prevail.

## **18. AUDITS**

- 18.1 Supplier will provide any assistance necessary (including, if appropriate, access to the Purchaser's staff and the information in its files) to Purchaser, its auditors and any public authority within the scope of any audits and inspections of the Supplier and its subcontractors that are necessary in order to verify the compliance with the Supply Agreement, the continuity of the business, financial performance and any other matter required by any regulatory authorities. The Supplier shall only be entitled to withhold requested information to the extent it can demonstrate to be prevented from such disclosing due to mandatory Law (including but not limited to applicable stock exchange regulations) or due to confidentiality undertaking with a third party and that such hindrance to disclosing such information cannot be addressed through the execution of a confidentiality agreement between Purchaser and the Supplier.

## **19. BUSINESS ETHICS**

- 19.1. Supplier acknowledges that Purchaser: (i) adopted a Code of Conduct which sets forth the ethical principles according to which the Purchaser conducts its business activities, ([https://www.ivecogroup.com/group/governance/code\\_of\\_conduct](https://www.ivecogroup.com/group/governance/code_of_conduct)); (ii) adopted policies confirming compliance, assigning responsibilities and establishing procedures regarding ethical principles in

conducting business, in the field of (but not limited to) anti-corruption, human rights, environment, competition and designed to ensure full compliance with applicable Laws ([https://www.ivecogroup.com/group/governance/policies\\_and\\_guidelines](https://www.ivecogroup.com/group/governance/policies_and_guidelines)); (iii) selects its suppliers also by checking their adherence to such fundamental principles, being considered a pre-requisite for being selected and maintain business relationships with Purchaser; (iv) accordingly has adopted the Supplier Code of Conduct (hereinafter “Supplier Code”, downloadable from the Supplier Portal) which applies to all persons and entities who provide goods or services to the Purchaser and summarizes the standards to be followed in their daily business activities as a supplier to the Purchaser.

- 19.2. Supplier declares either: (i) to have adopted its own code of ethics contains ethical principles which are materially similar to those provided for in the Supplier Code, or (ii) not to have implemented its own code of ethics or guidelines and commits to run its business in compliance with the principles set out in the Supplier Code.
- 19.3. Supplier undertakes to comply with the Laws in force in the countries in which it operates, with particular reference made to the rules related to anti-corruption, bribery, money-laundering, terrorism or any corporate liability misconducts and declares to have put in place adequate measures aimed at ensuring to comply to proper ethical business behaviours and to prevent its employees, managers, directors, representatives or partners from committing any conduct which could be deemed to be a crime according to such Laws.
- 19.4. Supplier represents and warrants not to have been convicted of or pleaded guilty to an offence involving violation of principles stated in the Supplier Code and undertakes to promptly inform in writing the Purchaser of any change in its representation and warranties here above.
- 19.5. Infringement by Supplier of the provisions of the Supplier Code and/or the Laws shall represent a material breach and therefore Purchaser shall have the right to terminate any Supply Agreement, without prejudice to the rights to claim compensations for all damages suffered, or costs borne in connection with this infringement.

## 20. EXPORT CONTROLS; SANCTIONS COMPLIANCE

- 20.1. Supplier agrees to comply with all applicable national, supranational (UN/WTO), EU, UK, U.S. or other foreign trade export control and sanctions Laws (the “**Export Control Laws**”). Supplier will not violate, and will not cause Purchaser to violate, any Export Control Laws (e.g., by transshipping goods through, or supplying goods or services from, sanctioned countries, or with the assistance of any individuals appearing in sanctioned lists). Supplier is aware of the constant change of countries, entities and persons mentioned in sanctioned lists and has taken steps to keep up to date with such changes.
- 20.2. Supplier undertakes to immediately inform Purchaser whether the export of any Product, including software or technology or parts thereof, is restricted or prohibited under any Export Control Laws or the Export Control Licences for “military goods” are expected to be delayed with respect to the standard period of 3 (three) months Supplier shall deliver all assistance, information, or certificates reasonable needed by Purchaser for custom clearance, including any information and documentation related to the import and the export of “military goods”(if applicable), for any Product, or component hereof, including, upon request from Purchaser, technical information sufficient to determine the applicable export classification.
- 20.3. Supplier undertakes to report Purchaser if the Product (or any part hereof) contains goods listed in the Dual-use List (Regulation (EC) No 2021/821 and subsequent amendments) or if it is subject to authorization according to the Export Control Laws. For any Product of U.S. origin, the Supplier shall



communicate the ECCN Number according to the US Export Administration Regulations. Supplier also undertakes to notify in writing Purchaser if the Product is considered “military good” under its own legislation, thus if it is subject to import/export licence.

## **21. DATA PROTECTION**

- 21.1. Supplier acknowledges that applicable data protection Laws, including but not limited to the Regulation(EU) 2016/679 (European General Data Protection Regulation - “GDPR”) and EU Member States’ implementation Laws (collectively, “Data Protection Regulations”), prohibit the collection, processing, use and transmission of certain the personal data. The Supplier agrees that it will uphold the Data Protection Regulations, including in connection with any software or devices embedded included in its Products, and indemnify and hold Purchaser harmless against all claims that may be brought against the Purchaser or anyone using the Products alleging that the Product, its components, its use, functionality, operation or its assembly violates any Data Protection Regulations, whether as a result of the direct or indirect actions or omissions of the Supplier or persons directed by the Supplier or otherwise.
- 21.2. In addition, Supplier may not (during the entire lifecycle of the Product, including updates and new versions) directly or indirectly retrieve or store personal data from any Product, whether through tracers, loggers, sensors, software or other similar products or devices, without Purchaser’s written consent. The Supplier agrees to indemnify and hold Purchaser harmless against all claims that may be brought against it or anyone using the Product alleging that the Product, its components, its use, functionality, operation, or its assembly violates the foregoing obligation, or any legal obligation related thereto, whether as a result of the direct or indirect actions or omissions of the Supplier or persons directed by the Supplier or otherwise.
- 21.3. If for the purpose of performing the Supply Agreement the Supplier gets access to personal data, for which Purchaser is controller, the Supplier shall ensure compliance with the Data Protection Regulations. In particular, the following provisions shall apply, in part in addition to the statutory obligations: (i) personal data shall be processed exclusively for the purpose of fulfilling the contractual obligations arising from the respective Supply Agreement (“Intended Purpose”); (ii) the Supplier shall ensure that its employees only have access to personal data to the extent that is necessary for the Intended Purpose; (iii) the Supplier undertakes to take state of the art technical and organizational measures in order to guarantee and permanently ensure a level of protection for personal data appropriate to the risk; (iv) a transfer of personal data to third countries is only permitted in compliance with the Data Protection Regulations (included but not limited to art. 44 et subs. GDPR), and (v) the Supplier shall delete the data immediately as soon as they are no longer required for the Intended Purpose and in accordance with statutory retention periods.

## **22. MISCELLANEOUS**

- 22.1. Force Majeure. Neither Party shall be liable for a delay or failure to perform, due to a Force Majeure Event and shall be excused from performing its obligations under the Supply Agreement for so long as

the Force Majeure Event persists but shall not be excused from tendering partial performance if the same is possible.

The Party suffering a Force Majeure Event (the “**Affected Party**”) shall promptly notify the other Party in writing the occurrence of such Force Majeure Event, the effects on its ability to perform its obligations under the Supply Agreement and its expected duration; failure of giving such notice will forfeit the Affected Party’s rights under this Section 22.1.

The Parties shall immediately consult with each other to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure Event; the Affected Party shall promptly notify the other Party in writing that the Force Majeure Event has ended and resume performance of its obligations under the relevant Supply Agreement.

If the consequences of the Force Majeure Event continue for a period of thirty (30) days without a solution acceptable to both Parties, the Party that is not subject to Force Majeure shall be entitled to immediately terminate the relevant Supply Agreement.

- 22.2. Independent Contractor. The relationship between Supplier and Purchaser is that of independent contractors. Nothing contained in these General Terms or in the Supply Agreement shall be construed to create a principal-agent or employer-employee relationship between the Parties. Neither Party shall represent to others that it is the agent of the other.
- 22.3. Assignment. Supplier may not assign any Supply Agreement, or any right of obligation hereof (including credits), to any third party, in whole or in part without Purchaser’s written consent; in the event of breach of the above obligation, Purchaser shall have the right to terminate the relevant Supply Agreement. Purchaser may transfer or assign any Supply Agreement, including any right and obligation hereof, to any of its Affiliates.
- 22.4. Severability. Any term or condition contained in these General Terms or the Supply Agreement that is declared unlawful or unenforceable by a court of competent jurisdiction shall not apply and the unenforceability of any such term or condition shall not affect the enforceability of any other terms and conditions.
- 22.5. Waiver. The failure of a Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right to require such performance at any time thereafter. In addition, no waiver by either Party of the breach of any provision hereof shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provisions.
- 22.6 Reservation of Right and Remedies. No remedy provided to Purchaser herein shall be deemed exclusive of any other remedy allowed by law.

### **23. APPLICABLE LAW AND JURISDICTION**

- 23.1 If not otherwise agreed in the Supply Agreement, these General Terms and any Supply Agreement shall be governed in accordance with the law of the country in which the Purchaser has its registered office, without giving effect to its conflict of laws provisions and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 23.2 If not otherwise agreed in the Supply Agreement, if any dispute arises out of or in connection with the interpretation, performance or termination of these General Terms and/or any Supply Agreement, representatives of the Parties with authority to settle the dispute will meet in a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days from such written request, such dispute shall be definitively referred to the exclusive jurisdiction of the competent court of the place

where the Purchaser has its registered office however, as unique possible alternative, the Parties agree that Purchaser may sue Supplier in front of the Court of the place where Supplier has its registered office.

<b>SIGNATURE FOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LEGAL REPRESENTATIVE OF THE SUPPLIER</b>	
<b>REGISTERED NAME OF THE SUPPLIER</b>	
<b>NAME</b>	<b>STAMP AND SIGNATURE</b>
<b>TITLE</b>	
<b>DATE</b>	

In the event that the Italian law is applicable pursuant to Section 23.1 above, as provided by Article 1341 of the Italian Civil Code, the Supplier expressly approves the following Sections of these General Terms:

2.2 – Waiver of Supplier’s Terms; 3.2 – Order Acceptance ; 4.4 – Firm Product Quantities; 6.2 – No suspension ; 8.3 – Change in the manufacturing process; 13.4 - “Exclusive Use”; 13.5 - Trademarks; 0 – Termination for convenience; 15.3.2 – Termination for breach; 15.4 – Effects of Expiration or Termination; 17 – Communications; 19.5 – Business Ethics; 22.3 – Assignment; 22.5 - Waiver; 23 – “Applicable law and Jurisdiction” .

<b>SIGNATURE IN EXPRESS APPROVAL OF THE LEGAL REPRESENTATIVE OF THE SUPPLIER</b>	
<b>REGISTERED NAME OF THE SUPPLIER</b>	
<b>NAME</b>	<b>STAMP AND SIGNATURE</b>
<b>TITLE</b>	
<b>DATE</b>	