



# ***GENERAL TERMS AND CONDITIONS OF PURCHASE***

*(Version 1.0 of 01/09/2023)*

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**1. PURPOSE**

The General Terms and Conditions of Purchase contained herein, including the special conditions applicable per type of supply ("**GTCP**"), shall be deemed valid and applicable for any purchase order ("**Order**") or supply contract ("**Contract**") issued or entered into by OSAI A.S. S.p.A. Società Benefit or another company that is part of the OSAI Group ("**OSAI**") for the supply of designed parts, carpentry, commercial parts, processed products and further goods and services by third party suppliers ("**Suppliers**").

<i>Date Signature</i>	<i>Signature of Purchasing Manager</i> OSAI A.S. S.p.A. SB <b>GIANMARIA SAPINO</b>	<i>Supplier's stamp</i>	<i>Signature of Supplier's Legal Representative</i> <i>(or the person holding signatory powers)</i>
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Any condition deviating from the GTCP shall be expressly agreed upon in writing and set out in the text of the Order or the Contract. No verbal variants or instructions in conflict with these GTCP will be considered valid. The GTCP take precedence over any general sales conditions of the Suppliers. Suppliers who refuse to sign these GTCP at the preliminary evaluation stage will not qualify as OSAI suppliers.

**2. SUPPLIER QUALIFICATION**

If not previously completed, the Supplier shall proceed with filling in the questionnaires and qualification documentation transmitted by OSAI with the utmost diligence and professional correctness. Further updates may be requested from time to time in the course of the supply relationship.

Through the above-mentioned documentation, OSAI categorizes and evaluates the Supplier with respect to key issues such as attention to product quality, mitigation of environmental and health and safety risks for its workers, so as to use it later during audits to determine whether there have been improvements with respect to the previously highlighted situation.

**3. REQUEST FOR QUOTATION**

In order to compare alternative sources of supply, with a view to complying with and optimising the company's objectives in terms of costs and delivery times, the Purchasing Department sends several potential suppliers a request for a quotation for a supply, accompanied by the relevant technical documentation and expected delivery dates.

The Supplier must provide, according to the timeframe indicated by the Purchasing Department on the basis of the request (and in any case, if no date is indicated, within 2 working days following the request), its formal quotation, which will be examined and analysed.

The Supplier is obliged to indicate in the quotation the price for each individual line (item) included in the request. The price quoted must be all-inclusive and net of taxes and duties, detailed on the specific requests in the technical documentation submitted. Any exclusions must be explained in the text of the offer. As far as the quantities to be considered are concerned, the Supplier must comply with what is stated in the request for an offer.

The Purchasing Department is not authorised to purchase from its Suppliers in the absence of a formal quotation. Exceptions can be made only and exclusively in the event that delivery is requested within 48 hours after the request for a quotation. In this case, the Supplier may be exempted from producing a formal quotation and agree directly with the applicant, provided that the relevant cost is formalised prior to delivery of the goods and/or performance of the service.

**4. FORMALISATION OF PURCHASES**

Following the analysis conducted on the quotation received, OSAI will formalise the Order with the selected Supplier or will formalise a Contract with the selected Supplier, to which one or more Orders may be linked in accordance with internal procurement procedures.

The Order sent shall be deemed accepted on the date of its receipt as attested by the e-mail delivery receipt. If the Supplier operates by means of Order Confirmations, the latter must be received by the Purchasing Department in a timely manner and complete with confirmation of each element of the Order.

If the conditions in the order confirmation differ from those in the Order, the supply agreement is only concluded with the final explicit acceptance by OSAI of the deviating conditions in the order confirmation.

In any case, the Order shall be deemed accepted at the moment the Supplier starts to perform the activity that is the subject of the Order.

By accepting the Order or signing the Contract, the Supplier undertakes to execute the delivery in accordance with the delivery times, prices and terms indicated. The prices indicated in the Order or in the Contract are understood to be fixed and invariable. Exceptions of any kind that are not formalised in written amendments between the Parties will therefore not be considered for no reason whatsoever.

The Order or Contract officially sent to the Supplier is not transferable to a third party, under penalty of revocation of the Order. If the Supplier intends to sub-contract the supply or part of it to another entity, even if part of the same corporate group, it must give prior notice to the Purchasing Department in order that it may receive written authorisation to do so.

Even in the event of authorisation, the contracting Supplier assumes all responsibility for the sub-contractor's delivery, both in terms of quality and the confidentiality of the information and data transmitted.

**5. SUBJECT OF SUPPLY**

The activities to be supplied are described in the Order or Contract, including any annexes and supporting technical documentation. The Supplier undertakes to perform the activities requested independently and with its own organisation of means and resources, at its own entrepreneurial risk within the scope of its own business activity.

In the case of sales activities, the Supplier shall supply OSAI with goods and materials that conform to the technical specifications indicated, in compliance with these GTCP.

In the case of contract supply activities, the Supplier shall carry out contract activities for OSAI in accordance with the specifications set out in the Order or Contract, with full assumption of risk and danger as an independent contractor, in compliance with these GTCP, with the occupational health and safety regulations as well as with the instructions received from OSAI.

In the case of service provision activities, the Supplier shall perform the service and consultancy activities indicated in the Order and in the Contract, as an obligation of means, in compliance with these GTCP.

**6. TRANSPORT AND DELIVERIES**

The Supplier shall deliver the supply to OSAI according to the accepted delivery terms, also referring to the INCOTERMS in force at the time of delivery.

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The Supplier shall deliver during the opening hours of OSAI's warehouse, in order to enable acceptance and inspection of the supply. Deliveries during warehouse closing times will not be accepted and, in the event of delivery to non-dedicated personnel, the Supplier assumes all liability in the event of theft or loss.

The delivery of the supply must be accompanied by complete and compliant transport documents, in which the following must be stated:

- a) the quantity of goods delivered,
- b) the reference to the Order number,
- c) the item code reference,
- d) any other documentation indicated on the Order and/or required by the regulations in force.

The material must be carefully packaged according to the specifications agreed between OSAI and the Supplier to ensure that the material arrives intact.

All items mentioned in the transport documentation must be physically delivered. Deliveries without transport documents will not be accepted, nor transport documents that are incomplete or contain materials that were not physically present at the time of delivery. Furthermore, the Supplier acknowledges that the absence of the transport document or the lack of basic information on the transport document may cause delays in acceptance and consequent delays in payment, for which OSAI shall not be in any way liable.

In the event that the delivery date envisaged in the Order cannot be met for reasons internal or external to the Supplier's business, the latter shall promptly notify the Purchasing Department in writing, stating the reasons for the delay and defining with the Purchasing Department the new delivery date.

If the Supplier delays the agreed delivery, without notice or with insufficient notice to set new delivery dates, OSAI shall be entitled to claim penalties for the delay, as set out in the applicable general or special conditions. In the event that the calculation of penalties reaches the maximum limit without the supply having been carried out, OSAI may terminate the Order or the Contract, without prejudice to compensation for damages.

## 7. ORIGIN OF GOODS AND PREFERENTIALITY

The Supplier shall transmit the declarations and/or certificates of origin of the goods to OSAI, as well as to indicate in its transport and accounting documents, for each individual part, the statistical tariff headings according to the current classification of goods according to HS ("Harmonised System") customs codes.

## 8. INVOICING AND PAYMENTS

Supply invoices shall be sent to OSAI by the 10<sup>th</sup> day of the month following the delivery of the goods, either in paper or electronic format, depending on the invoicing system in use, stating in them:

- a) the Order number reference
- b) the Supplier's transport document reference (specifying the association of each item with its Order and transport documentation only if the invoice concerns materials delivered under different transport documents and Orders),
- c) the quantity and item code,
- d) the payment due date,
- e) the terms of payment.

Payments will be made by OSAI according to the modalities indicated in the Order or the Contract.

Payment due dates commence at the end of the month in which the invoice was issued, provided it was delivered on time. In this sense, the due date for payment of invoices received by OSAI after the 10<sup>th</sup> day of the month following the delivery of the goods shall automatically be delayed by 30 calendar days with respect to the agreed date, without this resulting in a delay of payment attributable to OSAI. OSAI may in any case offset the credits due for supplies rendered against any debts owed by the Supplier to OSAI.

## 9. TECHNICAL DOCUMENTATION

The technical documentation shared with the Supplier forms an integral part of the Order or the Contract. The Supplier must carefully examine and understand the contents of the technical documentation transmitted, addressing any doubts or requests for clarification in the absence of quotations or indications necessary for the realisation of the material, to the Purchasing Department before issuing the offer or formalising the Order.

The supply must always be carried out in full compliance with the instructions contained in the technical documentation shared by OSAI.

All existing technical documentation on any kind of support, as well as models, samples and specific equipment that OSAI makes available to the Supplier, remain property of OSAI and can only and exclusively be used for the quotation or for the execution of the Order or the Contract.

The Supplier may not copy or transmit or allow third parties to use the material delivered or sent without the written authorisation of OSAI.

Furthermore, the Supplier may not manufacture for itself - or trade with third parties - products from the aforementioned technical documentation.

## 10. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Supplier and OSAI shall respectively remain the owners of any intellectual and industrial property rights developed prior to the commencement of the execution of the Order or the Contract. If one of the rights previously vested in one of the parties is necessary

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for the performance of the activities covered by the Order or Contract, upon simple request the party holding the right in question shall grant the other party a gratuitous, temporary, non-exclusive, non-transferable licence to use the said right in the scope of the supply activity.

In the event of an Order or Contract providing for joint development activities between the Supplier and OSAI, prior to the conclusion of the activities, the Parties shall negotiate in good faith the modalities for the management of the relevant industrial and intellectual property rights. In the absence of an agreement, the Supplier and OSAI shall be deemed joint owners of the industrial and intellectual property rights arising from the joint activity.

In the case of an Order or Contract that expressly provides for the Supplier to carry out research and development activities in favour of OSAI, with the effective payment of the price agreed in the Order or Contract, OSAI shall become the owner of all intellectual or industrial property rights attributable to the purchased developments.

### 11. CONFIDENTIALITY OF INFORMATION AND DATA PROVIDED

The Supplier acknowledges the nature of confidentiality and secrecy of the information communicated by OSAI in the framework of the negotiation and execution of supplies subject of the Order or Contract, also acknowledging the intrinsic value of each piece of information also for the protection of OSAI's own know-how and commercial and industrial secrets.

The Supplier specifically undertakes to:

- a) not disclose and/or communicate to third parties, in whole or in part, in written, oral, graphic or any other form, any Information communicated by OSAI;
- b) not to use, in whole or in part, any confidential or secret Information transmitted by OSAI for uses other than those provided for in the supply order formalised by OSAI;
- c) at OSAI's request, not to withhold documentation concerning information received and necessary for the supply under the Order or the Contract;
- d) put in place technical and organisational measures to ensure the confidentiality and privacy of the information transmitted.

It should be noted that, in the event of subcontracting, the Supplier undertakes to impose to its subcontractors the confidentiality conditions set out above, as well as any further conditions contained in specific confidentiality agreements, and assumes responsibility for any damage resulting from non-compliance with these conditions.

### 12. CODE OF ETHICS AND ORGANISATIONAL MODEL PURSUANT TO LEGISLATIVE DECREE 231/2001

OSAI regards its Suppliers as long-term business partners. Therefore, each Supplier is required to deal with OSAI by demonstrating the utmost fairness and professionalism in order to encourage ongoing collaborations that are mutually beneficial, sound, and legally compliant.

For this reason, OSAI requires that all its Suppliers respect the principles and values set out in the OSAI Code of Ethics and in the Organisational Model pursuant to Legislative Decree no. 231/2001.

The Supplier declares that it has read and is familiar with the Code of Ethics and the Organisational Model pursuant to Legislative Decree 231/2001, which can be consulted on the OSAI website, and undertakes to comply with the rules set out therein.

The Supplier also undertakes to respect the indications also for its own employees and/or collaborators who come into contact in any way with OSAI in the execution of the Order or the Contract.

Lastly, the Supplier undertakes to promptly inform OSAI of any act, fact or behaviour that may fall within those indicated in the Code of Ethics or in the Organisational Model pursuant to the Legislative Decree 231/2001 and prosecutable in order to avert or mitigate any criminal, civil or administrative liability of OSAI.

### 13. WITHDRAWAL AND TERMINATION DUE TO NON-PERFORMANCE

OSAI has the right to freely withdraw from the Order and the Contract signed with the Supplier with at least 15 days' written notice.

In the event of non-fulfilment by the Supplier of even one of the obligations laid down in the Order or the Contract and/or in these GTCP, OSAI shall notify the Supplier in writing of the non-fulfilment, giving the Supplier at least 7 (seven) days to remedy it. In the event that the Supplier does not remedy the situation within the specified time limit or within a different agreed time limit, OSAI shall have the right, at its own discretion, to

- Accept in derogation, if the non-performance does not impair the functionality of the supply; or
- Remedy the non-performance itself or through third-party agents, at Supplier's costs and expenses; or
- Terminate the Order or the Contract for non-performance,

in any event with entitlement to compensation for all damages suffered and to be suffered as a result of the contested breach.

In any event, the Order or the Contract shall be deemed automatically terminated pursuant to Art. 1456 of the Civil Code by written communication, without prior notice and without prejudice to the right to damages, in the event of:

- a) violation of the Code of Ethics and of the Organisational Model pursuant to Legislative Decree 231/2001, including with regard to its own collaborators and sub-contractors;
- b) breach of confidentiality and privacy with regard to information passed on by OSAI, also with regard to its own collaborators or sub-contractors.

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In the event of withdrawal or termination for non-performance, the Supplier shall cease supply activities and cooperate with OSAI in order to mitigate the negative effects on OSAI's business. Within 30 (thirty) days of the effective date of the withdrawal or termination, the Supplier shall value and deliver to OSAI the supply materials that have been completed up to the effective date of the withdrawal or termination, and OSAI, once they have been received, shall pay for them within the following 30 (thirty) days, subject to the issue of the relevant invoice.

**14. ENVIRONMENTAL AND SUSTAINABILITY POLICY**

In adopting the ISO 14001:2015 Environmental Management System, as well as the annual Sustainability Report, OSAI pursues its own environmental and sustainability policies in order to identify and keep under control the actual and potential environmental impacts of its products, processes and activities.

The environmental and sustainability policy represents the expression of the management's will towards the environment and is also an essential element for its suppliers.

For this reason, OSAI gives preference to environmentally friendly and/or environmentally certified suppliers, and in particular those who demonstrate a commitment in minimising the negative effects of their activities on the environment as well as complying with legal regulations concerning environmental protection and corporate sustainability.

Compliance with certain environmental and sustainability standards, where declared by the Supplier, must be substantiated by certifications and audits conducted by OSAI or its third-party auditors.

**15. APPLICABLE LAW AND JURISDICTION**

These GTCP are governed by Italian law.

In the event of disputes relating to the negotiation, interpretation, execution or termination of Orders or Contracts as well as of these GTCP, the competent court of Turin shall have exclusive and irrevocable jurisdiction.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
The Supplier

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier specifically approves the following clauses of the GTCP in writing: 4), 5), 6), 9), 10), 11), 12), 13), 14), 15).

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
The Supplier

<i>Date Signature</i>	<i>Signature of Purchasing Manager</i> OSAI A.S. S.p.A. SB <b>GIANMARIA SAPINO</b>	<i>Supplier's stamp</i>	<i>Signature of Supplier's Legal Representative</i> <i>(or the person holding signatory powers)</i>
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