

GENERAL TERMS AND CONDITIONS OF PURCHASE

The supply of materials, semi-finished products, and finished products (hereinafter referred to as "Products") purchased by Officine Meccaniche BBM S.p.A. (hereinafter referred to as the "Buyer") is governed by these general terms and conditions of purchase, which are deemed to be fully incorporated in each Order under the section "General Terms and Conditions of Purchase."

1. PURCHASE ORDER

1.1 The Order is transmitted by the Buyer to the Supplier and is deemed accepted unless otherwise communicated in writing within 5 days from receipt of the Order.

1.2 The Purchase Order, as well as the rights, including the related credit, and the obligations deriving from it, may not be transferred, in whole or in part, by the Supplier to third parties without the prior written authorization of the Buyer.

1.3 Any revisions and/or modifications to the Order may only be agreed upon in writing between the Parties.

2. DELIVERY TERMS

2.1 Delivery is understood to be Delivery Duty Paid at the headquarters of Officine Meccaniche BBM S.p.A., unless otherwise communicated in writing by the latter.

2.2 The Products must be accompanied by a delivery note, in accordance with applicable legal requirements, expressly indicating: Supplier code, Order number, job order number and progress, Product code, delivered quantity.

2.3 Each individual package must be clearly identified with a label and/or tag containing the data mentioned in 2.2.

2.4 The Buyer reserves the right not to accept and to return to the Supplier, at the latter's expense, any Product shipped without an Order and/or without authorization for partial or late delivery and/or without the identification details specified in 2.2.

3. DELIVERY DEADLINES AND PENALTIES

3.1 The delivery date indicated in the Order is to be considered an essential term unless otherwise agreed in writing. It is deemed fulfilled upon delivery of the entire supply indicated in the Order, at the agreed location, on the specified date.

3.2 Partial or split deliveries are allowed only if explicitly authorized in writing by the Buyer.

3.3 The Supplier is required to communicate in writing, at least 7 days before the agreed delivery date, any cause that may result in a delivery delay, except for force majeure and unforeseen circumstances, which must be communicated as soon as possible in relation to the event.

3.4 If the Supplier communicates that the delivery cannot meet the deadline specified in 3.1, the Buyer may:

- Evaluate whether conditions exist to terminate the contract;
- Grant an extension of the deadline, setting a new delivery date;
- Grant an extension of the deadline, subject to a penalty payment of 1% for each day of delay beyond the newly agreed delivery date.

3.5 Payment of the price is subject to the full delivery of the Order within the stipulated or extended delivery period as agreed in writing.

4. PRICES AND INVOICING

4.1 Notwithstanding Article 1467 of the Italian Civil Code, the prices indicated in the Order are deemed accepted by the Supplier and are fixed.

4.2 The invoice must be sent after the Order delivery, should not be attached to the shipment, and must exactly reference the relevant delivery documents.

4.3 Payment of invoices to the Supplier shall be made within the payment terms indicated in the Order or as otherwise agreed in writing, subject to the provisions of clause 3.5.

5. ACCESS TO SUPPLIER PREMISES

5.1 The Supplier guarantees the Buyer and/or its appointed personnel, upon prior agreement, access to its premises, providing all necessary information and/or assistance to verify the proper execution of the supply, during working hours.

6. WARRANTY

6.1 Product conformity means that the Product is fit for the intended purpose, free from defects, flaws, and lack of quality.

6.2 Acceptance of Product delivery does not imply any conformity verification by the Buyer.

6.3 The Supplier guarantees Product conformity for one year from delivery. The Buyer must report any non-conformity in writing within 15 days from its discovery and, in any case, within one year from delivery.

No notice is necessary if the Supplier has acknowledged the defect or concealed it.

6.4 If the Buyer is sued for contract execution, it may always assert the warranty, provided the defect was reported within 15 days from discovery and before the one-year period from delivery expires.

6.5 The Supplier guarantees the proper functioning of the Product, under Article 1512 of the Italian Civil Code, for 36 months from delivery. The Buyer must report any malfunction in writing within 30 days of discovery.

6.6 In case of non-conforming or malfunctioning Products, the Buyer has the right to suspend the payment of the Order to which the Product belongs from the moment of discovery until a remedy is adopted.

6.7 In case of non-conforming or malfunctioning Products, the Supplier undertakes, at the Buyer's discretion, to repair, replace, or reduce the price. The Buyer's right to terminate the contract and claim damages remains unaffected.

6.8 The Buyer shall notify the Supplier in writing of the chosen remedy and, if repair or replacement is chosen, specify the deadline, not more than 8 days, within which to carry it out. If the Supplier fails to comply, the Buyer reserves the right to proceed directly, charging the related costs to the Supplier, without prejudice to further damages.

6.9 Repaired or replaced Products are covered by the same warranty as above, with the delivery date of the repaired or replaced Product serving as the new warranty start date.

6.10 The Supplier agrees to indemnify and hold the Buyer harmless from third-party compensation claims resulting from Product non-conformity and/or malfunction, as deemed clearly attributable to the Supplier by both parties.

7. CONFIDENTIALITY

7.1 Drawings, information, equipment, or other materials provided by the Buyer for Product realization remain the exclusive property of the Buyer, must remain strictly confidential, and may not be used by the Supplier for any purpose other than Order execution.

7.2 Any disclosure of drawings, information, equipment, or other materials beyond the agreed scope must be authorized in writing by the Buyer. The Supplier expressly undertakes not to disclose Order-related information to third parties.

7.3 Drawings, information, equipment, or other materials provided by the Buyer must be returned upon Order delivery or upon simple request. The Supplier undertakes to destroy such materials if requested by the Buyer.

7.4 Any modifications to the provided materials may only be made with written authorization from the Buyer and, in any case, shall be deemed acquired by the Buyer for all purposes.

7.5 The Parties mutually authorize each other to process personal data for all legal requirements and the execution of the supply relationship, ensuring the confidentiality and security of such data.

8. EXPRESS TERMINATION CLAUSE 231

In the event of the Supplier or its personnel committing predicate offenses under Legislative Decree 231/2001, or being subject to investigations leading to precautionary measures under Article 45 of said decree, validated by judicial authorities, the Buyer may terminate this contract via registered mail or certified email (PEC). Termination shall take immediate effect from the date of receipt of the communication from Officine Meccaniche BBM S.p.A., without prejudice to any further damages.

9. CYBERSECURITY REQUIREMENTS

These provisions shall apply to Suppliers whose supplies may have a potential impact on the security of the Purchaser's network and information systems, in accordance with the applicable cybersecurity legislation, with particular reference to Italian Legislative Decree No. 138/2024 implementing Directive (EU) 2022/2555 (NIS 2).

9.1 Where the supply involves access, including remote access, to the Purchaser's network or information systems, or the processing of the Purchaser's confidential data, the Supplier shall implement cybersecurity measures that are appropriate and proportionate to the level of risk, in accordance with the applicable cybersecurity legislation.

9.2 The Supplier undertakes to cooperate with the Purchaser for the purpose of verifying compliance with the obligations set out in this Article. To this end, the Purchaser may request documentary evidence of such compliance, including by means of self-assessment questionnaires or audits, proportionate to the level of risk associated with the supply.

9.3 The Supplier shall notify the Purchaser, without undue delay and in any event within 24 hours, of any cybersecurity incident that has had, or may have, an impact on the systems, data, or services covered by the supply.

10. ARBITRATION CLAUSE / APPLICABLE LAW

Any dispute, including interpretation, execution, validity, and termination of these General Terms and Conditions and each individual Order, shall be settled by arbitration in accordance with the rules of the Arbitration Chamber of the Vicenza Chamber of Commerce, which the parties expressly acknowledge and accept.

This General Terms and Conditions of Purchase shall be governed by and construed in accordance with the laws of Italy.