

Order and Purchase Conditions

Applicable for business transactions

1. General

For all orders - including future orders, the following conditions of purchase apply exclusively. Any deviating provisions of the supplier which we do not acknowledge explicitly and in writing, are not binding for us, even if we do not explicitly contradict them.

2. Conclusion and amendments of contract

- Orders, agreements and delivery calls as well as their modifications and amendments have to be made in writing. Orders can also be placed and delivery calls can also be effected by means of data communication or fax and are valid without our signature.
- Oral agreements have to be confirmed in writing by the purchase division to be valid. No. 2.1, sentence 2, applies accordingly.
- Cost estimates are binding and free of charge, unless explicitly something different was agreed.
- If the supplier does not accept the order within two weeks after receipt, we will be entitled to withdraw it. Delivery calls will become binding if the supplier does not contradict them within five workdays from receipt.

3. Delivery

- If the supplier takes over the installation or assembly and unless something different has been agreed, the supplier will bear, subject to any deviating regulations, all necessary additional expenses, such as, for example, travel expenses, provision of tools, and daily allowances.
- If agreed dates are not observed, the statutory provisions will apply. If the supplier foresees difficulties regarding manufacture, provision of primary material, observation of the delivery date or similar circumstances, which might prevent him to deliver in due time or to deliver goods of the agreed quality, the supplier must immediately inform our division who placed the order.
- Partial deliveries or deliveries without the accompanying documentation required in the order shall not be allowed, unless expressly authorized by or deemed acceptable for us.

4. Conditions of payment

Unless any particular agreement was concluded, the invoice will be settled within 90 days from invoice issue date or receipt of both the invoice and the contractual goods at our warehouse or performance of the service. If the appropriate documentation required in the order has not been provided, the 90-day term of payment shall be suspended until the situation has been remedied.

5. Warranty

- The goods will be accepted subject to the examination for absence of defects and of the accompanying documentation, in particular to establish their correctness, completeness and fitness. We will examine the contractual goods as far and as soon as this is expedient according to the proper course of business; we will immediately notify any defects detected. The supplier waives the objection of belated notification of defects.
- The statutory provisions on defects of quality and defects of title apply, unless otherwise stated below.
- In case of defects of title, the supplier releases us from any third parties' claims. Defects of title are subject to a limitation period of 10 years.
- For delivered parts which are repaired within the limitation period of our claims for defects, the limitation period will start to run at the moment when the supplier has completely fulfilled our claims for subsequent performance.
- If delivery of the defective contractual goods causes us costs in particular transport, infrastructure, labor, material costs or costs for an inspection of incoming goods exceeding the usual scope, these costs will be borne by the supplier.
- If a defect of quality is detected within 6 months from the moment of passing of the risk, it will be assumed that the defect already existed at the moment of passing of the risk, unless this assumption is incompatible with the type of the goods or of the defect.

6. Purchaser-supplied products

Materials, parts, containers and special packings supplied by us remain our property. They may only be used for the intended use. Processing of materials and assembly of parts are effected on our behalf. It is understood that we are co-owners of the products manufactured with our materials and parts in the proportion of the value of the purchaser-supplied products to the value of the total product. The products are kept in custody by the supplier on our behalf.

7. Reservation of title

- We reserve the title of the material supplied by us for the execution of the order as well as of the goods produced through treatment and processing. The supplier is obligated to store the goods subject to our reservation of title separately and to mark them accordingly.
- If we make a down payment or a partial payment, the supplier will obligate himself to use this for paying the third party's objects needed for manufacturing the contractual goods. He hereby transfers the ownership of these objects to us so that at the moment of receipt of the objects and, at the latest, at the moment of his payment made to the third party, the title will pass to us. Until title of these objects has passed to us, the supplier assigns to us his expectant right and his claim for procurement of ownership.
- Any treatment or processing will be effected by the supplier on our behalf, without any obligations for him arising therefrom. If through treatment, processing, joining, blending or mixing of the delivered goods with other things, the supplier acquires a co-ownership or sole ownership, he hereby transfers this ownership to us. The supplier will exercise the possession of the goods on our behalf as custodian with the due diligence of a prudent businessman.
- If the supplier treats or processes reserved good with goods not belonging to him, we will be entitled, unless a sole ownership results for him by virtue of law, to the co-ownership of the new objects in the proportion of the invoice value of the processed reserved goods to the invoice value of the other processed goods, and if the supplier joins, blends or mixes them with goods not belonging to him, we will be entitled to the co-ownership or sole ownership of the new objects pursuant to the statutory provisions.

8. Place of jurisdiction and applicable law

- Place of performance and place of jurisdiction is Milan. We are additionally entitled to sue the supplier at our choice before the court competent for the seat of his company or subsidiary.
- The contractual relationship will be subject to Italian law.
Note: The data of our suppliers are stored and processed by us in compliance with the provisions of GDPR – Regulation (EU) 2016/679.

9. Conflict Minerals

Seller hereby certifies that no material delivered by Seller to Buyer under this Order contains any substance originating from the Democratic Republic of Congo or any adjoining country that would require disclosure by Buyer under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated thereunder. Seller represents and warrants that it has adopted all appropriate policies and procedures, and taken all necessary measures, in accordance with the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and all rules promulgated thereunder, to grant the certification in the preceding sentence. Seller shall flow down the substance of this clause to its suppliers which perform work or provide goods or services under this Order. Such flow down is subject to verification by Buyer.

10. Final provisions

If any provision of this contract should be invalid, all other provisions of this agreement shall continue in effect. The invalid provision is to be replaced by a valid one which most closely corresponds to the economic purpose of the provision which it replaces.
All declarations which affect the validity of the contractual relationship must be made in writing. An alteration of the requirement for the written form must in turn be made in writing.

11. Counterfeiting

The supplier shall mandatorily supply new, authentic products compliant with the contractual clauses and the orders passed. In the event that suspicious or counterfeit goods are supplied, such goods shall be withheld by Deloro Microfusione S.r.l. and the supplier shall be required to replace them immediately and bear the costs in connection with their segregation and replacement. Deloro Microfusione S.r.l. reserves the right to send any suspicious or counterfeit goods to the competent Judicial Authorities for further investigation and to suspend payment for the suspicious goods until conclusion of the investigations.

12. Miscellaneous provisions

- 12.1 The Supplier must ensure **free access** to Deloro Microfusione' representatives, Customers and, where applicable, to the Military and Civil Surveillance authorities.
- 12.2 It is the supplier's responsibility to ascertain the state of the review of any Technical Specifications referred to in the order by comparing the document available to it with the list published in [Microfusione Srl | Deloro's](#) website (clicking on "Here"). In the event of inconsistencies between the list published on the website and the order requirements, or in the event of unavailability of the documentation referred to in the order, Deloro Microfusione will have to be notified accordingly and the updated documentation requested.
- As regards orders concerning activities or processes of aeronautical components which make direct reference to the technical specifications of Deloro Microfusione's customer, such specifications shall have to be directly checked out by the Supplier in the manner established by such customer.
- 12.3 When a Supplier of raw materials/special processes notices a **Non-Conformity** on products/services already certified and delivered (escape), it must issue a "Quality Alert" to Deloro Microfusione within 24 hours of detection. The Supplier must retain the documentation relating to commercial relations with Deloro Microfusione including the Qualitative, Productions/Services and "Quality Alert" documents for the legal terms period or a defined longer time
- 12.4 The Supplier will pay attention to respect the local laws about **safeguarding the Environment**, according to its appropriate production / services activities agreed during the tender phase. The supplier will consider and evaluate the use of natural resources and consumption, the assessment and risks associated with the environment, the treatment of waste and the mitigation of the most significant impacts.

