GENERAL SUPPLY TERMS & CONDITIONS

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Gefit is committed to cooperating with qualified suppliers, who in turn undertake precise commitments to ethical standards, including:

- The adoption of a code of ethics that ensures.:
 - to respect, also on the occasion of selections, personality and dignity of each single individual;
 - ethical recruitment;

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- women's rights;
- diversity, equality and inclusion;
- rights of minorities and indigenous peoples;
- land, forest and water rights and forced eviction;
- financial accountability and proper and accurate record keeping;
- export controls and economic sanctions;
- material reuse and recycling policy with a view to process sustainability;
- animal welfare;
- assessment of the environmental impacts of one's business (e.g., noise emissions) and planning of activities aimed at reducing the detected impacts.
- prevention of discrimination and abuse of all kinds;
- training appropriate to each individual's position;
- proper and confidential use of personal data;
- workplaces appropriate to the safety and health of those who use them;
- non-use of forced, clandestine or child labor;
- guarantee to its employees of the right to association;
- compliance with current legislation on labor relations (pay, hours, rest, vacation):
- regular possession of all licenses for the software in use.

GEFIT suppliers are required to define and implement supply standards similar to the present one in dealing with their tier 1 (level 1) suppliers, checking compliance with the above-mentioned ethical standards.

Also, Gefit will only deal with suppliers avoiding the following:

- to cause, even if without express malice, significant and measurable impairment or deterioration of 1) waters and air or large or significant parts of soil or subsoil 2) ecosystems, biodiversity, even agrarian, concerning flora or fauna;
- to release into the atmosphere vapors or gases that could endanger or help to endanger the air with a lasting or significant impairment for the life or safety of people and/or wildlife;
- to dispose or to store huge waste quantities without the necessary authorizations or by means of subjects that cannot prove their authorizations and their disposal/storage places or modes;
- to dispose into the environment water that could endanger or help to endanger with a lasting or significant impairment the quality of soil, subsoil or water for the life or safety of people, wild fauna or flora;

GEFIT reminds that, with reference to the policy against corruption and conflicts of interest, the supplier is warned not to put pressure of any kind (inclusive of liberality, presents and gifts) on the Purchase Department and/or on any other departments.



The Supplier guarantees also that he/she will inform GEFIT S.p.A. in time and in writing about the names of the owners or employees having a kinship or affinity relationships with officers or clerks of the Public Administration, stating clearly which kind of relationship.

The supplier fully accepts and agrees to adopt the following supply practices

- The purchase order is the official document that contains what has been established according to the agreements made between Gefit and the supplier and is considered accepted with all the conditions provided therein.
- The delivery deadline and the complete fulfilment of the order are essential elements. Any breaches, unless previously agreed with Gefit, may result in the cancellation of the order.
- Any charges arising from defects in the supply, whether of materials or services, including costs relating to by way of non-exhaustive examples disassembly and reassembly, rework or refurbishment shall, upon agreement between the parties, be borne by the supplier.
- The supplier will be deemed responsible for any damages directly or indirectly caused to Gefit, due to breaches of present rules or of those indicated in the Organization Model 231.

Transport document according to D.P.R. No. 472 dated 14.08.96

The document, in addition to the full details of the supplier and the law, will have to indicate the following:

- Supplier code given by Gefit
- Gefit order number, date and job number (if known).
- The item number and/or code, item description (Supplier standard), known by Gefit and indicated in the order.
- The number and date of transport document
- The exact description of the components handled (according to Gefit document) in case of material delivered by Gefit for preview or for additional machining
- The exact description of the items listed in the order

Goods receipt and shipping hours

 $08,30 \div 12,00 / 14,00 \div 17,00$ from Monday to Friday Goods receipt at:

- Automation Division: Via Silvio Pellico 1/F 15121 Alessandria
- Moulds & Assembly Division: Strada Provinciale Felizzano, 245 15043 Fubine (AL)

N.B. Deliveries outside the indicated working hours must be authorized in advance

Invoices

- In addition to the usual details, the invoice must necessarily indicate the supplier code, the order number and the transport document number.

Technical Documentation

- The supplier undertakes to forward as soon as possible any updating of its product catalogue or specifications, in case of modifications or variants concerning the products supplied.
- The supplier undertakes to forward the documentation proving that the supplied part is compliant with the specific national/community regulations and the certification that it was manufactured and sold in compliance with the Law, the DPR (Decrees of the President of the Republic) and the D.Lgs (Law decrees) in force concerning

safety provisions.

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For the commercial materials the CE certification is a quality assurance for the compliance of the parts.

- In case of obsolescence of a product, the supplier must promptly notify Gefit, indicating at the same time the corresponding replacement product/material.
- The project design supplier undertakes to provide a copy of the documents proving the regular use of proprietary or leased software licenses.
- The supplier undertakes to treat the technical documentation provided by Gefit with absolute confidentiality, not to duplicate it and not to forward it to any third parties and anyway to return it integral to Gefit.
- In case of any interpretation dispute concerning the technical documentation or if it is necessary to carry out variants, it is supplier's responsibility to ask for information from our Purchase Dept. referring to the job number indicated on the order: the Purchase Dept. will then forward the supplier's request to the concerned Gefit engineers.
- In the event of product defects concerning safety aspects, the supplier must promptly notify Gefit and organise a recall campaign.
- It is forbidden to modify, adapt or rewrite the documentation provided by Gefit.
- Everything worked up by the supplier for Gefit supply is to be treated with confidentiality and remains exclusive property of Gefit.
- The documentation will be carried out by the supplier in compliance with the latest edition of the rules and procedures provided by Gefit as reference technical documentation.

Quality Control

- The components and services supplied must be carried out according to high quality standards and must comply with the drawings and technical specifications indicated in the order.
- Whenever Gefit sends the assembly and control specifications together with the technical documentation, it will be necessary to send it back duly filled in.
- For design and programming supply (mechanical, pneumatic, electric or software), the delivered designs must comply with Gefit technical specifications.

Confidentiality and fairness

The Supplier undertakes, in case of exchange of Confidential Information, not to disclose it, either in part or in full, to third parties or to use it for commercial purposes, except for what is strictly necessary for the joint development of the Project. For this purpose, the Supplier undertakes to use the same level of care and diligence as used to protect its own Confidential Information, taking all reasonable measures to prevent unauthorised disclosure.

Furthermore, the Supplier undertakes not to solicit, directly or indirectly, GEFIT's employees or cooperators for the purpose of recruitment or hiring, in any form whatsoever, within its staff.