

Art. 1 - Applicability

These General Purchase Conditions (hereinafter "Conditions") govern all purchase orders issued by NORTECH ELETTRONICA S.r.l., with registered office in Molinella (BO), via Olof Palme, no. 13-15, VAT/FC ID 03063151207 (hereinafter also referred to briefly as "Nortech" or "Buyer"), unless expressly derogated by any special agreements contained in the orders themselves; in any case, any amendments to these Conditions contained in any supplier document shall not be valid unless expressly accepted in writing by NORTECH ELETTRONICA S.r.l.

Art. 2 - Definitions of Terms

The terms included in these Conditions shall have the meaning described below:

- a) "Buyer": NORTECH ELETTRONICA S.r.l.;
- b) "Supplier": the entity that supplies the materials or services requested by the Buyer through the Purchase Order;
- c) "Material": any goods subject to a Purchase Order;
- d) "Services": any service, performance, provision or work subject to a Purchase Order;
- e) "Purchase Order": written document containing the Buyer's purchase proposal for materials or services formulated to the Supplier;
- f) "Confidential Information" shall be understood as all confidential information that will be exchanged between the Buyer and the Supplier with reference to the purpose of the Purchase Order;
- g) "Intellectual Property" shall be understood as all rights to works of ingenuity and industrial inventions, without any limitation and by way of example and not exhaustively the following: drawings, molds, films, equipment and specifications made by the Buyer or by third parties commissioned by them, sample pieces and any software elements delivered to the Supplier by the Buyer.
- h) "Party" or "Parties": individually and jointly the Supplier and/or the Buyer.

Any title used in these Conditions is for convenience only and will not in any way affect the structure or interpretation of the document.

Art. 3 - Issuance of Purchase Order and Order of Precedence of Documents

The entire contract concerning the supply of materials and/or services consists of the following documents with the order of precedence indicated:

- a) Purchase Order in which the Buyer's special conditions will be expressed, if any, in order to regulate particular, specific and operational aspects of the relationship with the Supplier;
- b) If present: Construction Notes, Technical Specifications or Supply Specifications with which the purpose of supply subject of the materials and/or services requested by the Buyer from the Supplier will be described and/or illustrated;
- c) General Purchase Conditions, in their latest revision unless otherwise specified, shall govern all Purchase Orders issued to the Supplier and shall be considered an integral part for all purposes of the same Purchase Order.

The clauses of the Purchase Order therefore prevail over any other document indicated in points b) and c) of this article, while the documents indicated in point b) prevail over these General Purchase Conditions.

In the absence of issuance of a Purchase Order, the Buyer shall not be bound by any obligation to the Supplier. The Supplier's acceptance of the Purchase Order, including any attachments, and these Conditions, determines the establishment of a contractual relationship governed solely by the documents listed above.

The invalidity, in whole or in part, of any of the articles of these Conditions shall not extend to the remaining part of such article and/or the Conditions themselves. Any article or part thereof considered invalid shall be replaced by a new article, or part thereof, of similar content, making the necessary amendments to determine its validity.

Art. 4 - Acceptance of Purchase Order and Contract Conclusion

Within a maximum of 5 (five) working days from receipt of the Purchase Order, the Supplier must return to the Buyer, by fax or email, a countersigned copy thereof. Otherwise, the Order shall be deemed not accepted and no obligation shall arise on the Parties. The Buyer reserves the right to cancel/modify the Purchase Order at any time prior to receipt of the Supplier's written acceptance.

If the Supplier executes the Order without sending prior acceptance, it must in any case notify the Buyer within a maximum of 5 (five) working days from receipt of the Purchase Order. In the absence of such notice, the contract cannot be considered concluded even by conclusive acts and the Supplier shall be liable for damages.

Art. 5 - Right of Withdrawal or Amendments to Purchase Order

Considering the situation of technological dependence in which Nortech Elettronica operates, the Supplier expressly recognizes the Buyer's right, in the event of project changes and/or production program changes, to withdraw from the Purchase Order or modify its contents up to 30 days before the scheduled delivery and upon notification by email to the Supplier.

In case of modification of the Order contents, the Supplier must promptly communicate in writing to the Buyer the status of the activities carried out up to that moment and of the materials used for the fulfillment of the Purchase Order in order to agree on the methods of introducing the modifications.

In case of withdrawal, the Buyer undertakes to pay the Supplier the agreed consideration for the materials and work subject to the Purchase Order already properly and correctly performed up to the date of withdrawal, without the Supplier being entitled to any further indemnity or compensation.

Art. 6 - Supply Requirements

The Supplier must ensure that the materials and services subject to the Purchase Order comply with the requirements specified therein.

Each supply will be subject to an Acceptance Quality Control, to verify that all requirements of the Purchase Order are met. The Supplier declares that it is aware that the supply must comply with every requirement indicated in the relevant technical purchase specifications and consequently undertakes to implement the configuration management systems required therein.

The Acceptance Quality Control shall take place according to the timing and methods provided for in the following art. 9.

The Buyer favors Suppliers sensitive to the environment and the mitigation of their environmental impact.

Art. 6- bis - Audit Right

The Supplier agrees to be visited at any time, upon notification, by personnel of the Buyer or its clients for the verification of the suitability of the control system, processing, testing and documentation and related recording, with regard to the supply subject to the order.

Following the Audit, the Supplier undertakes to implement within 30 days from the related written communication any actions indicated by the Buyer relating to legal obligations.

The Buyer requires Suppliers specific to the Automotive sector to develop their own QMS through a growth process consisting in sequence of: 1) compliance with ISO 9001 standard, and subsequent certification, 2) compliance with other quality management system requirements defined by the customer (e.g. Minimum Automotive Quality Management System Requirements (MAQMSR), 3) compliance with IATF 16949 standard and subsequent certification.

Art. 7 - Subcontracting/Subcontracts

Subcontracting and sub-contracting of activities subject to the Purchase Order are permitted only with prior written authorization by the Buyer.

Art. 8 - Delivery Terms and Transfer of Ownership

The delivery deadlines indicated in the Purchase Order are to be considered binding and essential and no delay will be allowed, except with prior written approval from the Buyer. In case of failure to comply with said deadline, the Buyer shall have the right to consider the contract terminated.

The delivery terms relating to Purchase Orders to Suppliers will be defined and interpreted in accordance with the most recent edition of the "INCOTERMS". Unless otherwise specified, delivery must be DDP.

The delivery date indicated in the Purchase Order must be understood as the date on which the material and related shipping documents will arrive at the destination point indicated in the Purchase Order itself (plant, warehouse, or any other place specified in the Purchase Order). If the destination is not indicated, the goods are to be delivered to the Buyer's premises.

Deliveries are not accepted in the last 3 working days of the month, unless authorized in writing.

Art. 9 - Acceptance of Materials and/or Services by the Buyer and Proper Functioning Warranty

Materials and/or services will be considered accepted by the Buyer unless otherwise communicated to the Supplier within 10 working days from receipt of the materials and/or services.

In case of failure to pass acceptance inspections, the Supplier must immediately, within and not later than 10 working days, proceed with the collection and replacement, at its own care and expense, of the materials.

If within 10 working days the Supplier does not proceed with the collection or replacement of the materials, the Buyer may terminate the Purchase Order and claim compensation for damages suffered.

In case of failure to pass acceptance inspections, and until the Supplier has collected and replaced the material concerned, the Supplier shall not be entitled to issue any invoice pursuant to the following art. 15.

In any case, once the delivery can be considered accepted, the Supplier guarantees the proper functioning of all materials delivered to the Buyer for a period suitable for their use as can be inferred from the related technical documentation; furthermore, the Supplier declares that the same materials comply with the requirements referred to in the previous art. 6 and are covered by Warranty as per art. 16.

Art. 10 - Overages

The Buyer shall have no liability for materials and/or services supplied in quantities greater than those requested from the Supplier compared to what is provided for in the Purchase Order. The Buyer reserves the right to purchase them, in whole or in part, at the price agreed for the materials and/or services subject to the Purchase Order or, alternatively, to return them to the Supplier who must arrange, at its own care and expense, for collection within and not later than fifteen working days from the Buyer's request. After this deadline has passed in vain, the uncollected materials will be transported to an external warehouse, with all related costs remaining at the Supplier's expense.

Art. 11 - Packaging

Unless otherwise prescribed in the Purchase Order, adequate packaging is understood to be included in the price, in relation to the nature of the material itself.

In case of hazardous materials, the Supplier must guarantee packaging with characteristics compliant with current regulations.

In case of ESDS, MSD and PCB materials, adequate packaging is that defined by the relevant IPC/JEDEC standards, at the latest issued revision.

Art. 12 - Documentation

The material and/or services supplied in accordance with the Purchase Order must be complete with all any declarations required in the Purchase Order, in the Construction Notes or in any other document produced and delivered by the Buyer to the Supplier.

Art. 13 - Prices

The prices of the Purchase Order are intended to be fixed and unchangeable. For this reason, the Supplier, assuming the related risk, expressly waives the use of the remedies provided for in art. 1467 and 1664 of the Civil Code.

The prices of the Supplier's materials and/or services must be indicated in each Purchase Order or in any other document specifically indicated in the Purchase Order.

Art. 14 - Penalties for Late Delivery

In the event that the delivery deadlines indicated in the Purchase Order are not met by the Supplier, without prejudice to force majeure, the Buyer, at its sole discretion, may apply a penalty for late delivery equal to 1% of the total amount of the Purchase Order for each week of delay up to a maximum of 10% of the total amount of the Purchase Order, whatever the amount of materials not delivered and/or services not performed, without prejudice to the right, at any time, to compensation for further damages suffered by the Buyer.

Art. 15 - Invoicing and Payments

Without prejudice to different payment terms indicated in the Purchase Order, after the acceptance period provided for in art. 9 has elapsed, the Supplier may issue the related invoice.

Each invoice, in addition to what is required by current tax regulations, must include the following information:

- a) Purchase Order Number;
- b) Purchase Order line number;
- c) Item code and description of the material and/or services;
- d) Quantity sent or provided;
- e) Transport Document Number;
- f) Material destination;
- g) Information required for the issuance of electronic invoice, if applicable.

The invoice will be subject to the tax regulations in force at the time of its issuance.

If the documentation sent by the Supplier proves to be incomplete or not in accordance with the instructions of these Conditions or the Purchase Order, payment of invoices will run from receipt of the correct documentation. No extra, even if invoiced, is due to the Supplier without express authorization from the Buyer or amendment of the Purchase Order.

Unless otherwise provided by legal terms or unless otherwise agreed by the Parties, the payment terms will be 120 days from invoice date end of month.

Payments will be made by order of the Buyer by bank transfer. It is understood that payments will be made in accordance with the methods expressed in the Purchase Order.

In any case, the issuance by the Supplier of drafts for any reason is excluded, which, even if issued, will not be collected by the Buyer.

All payments due:

- from August 31 to September 10, will be postponed to September 20
- from December 31 to January 10, will be postponed to January 20

Payments will run from the month in which the material is physically available at our Warehouses

Art. 16 - Warranty

The Supplier warrants that all materials and/or services in relation to the Purchase Order, supplied directly or by a sub-supplier/sub-contractor, are free from defects and non-conformities, and comply with standards, drawings, construction notes and technical specifications, specifications and in any case with every indication from the Buyer.

Unless otherwise specified in the Purchase Order or in the Supply Specifications, the warranty period is 24 (twenty-four) months from the delivery date.

The new materials supplied for the replacement of damaged ones will have the same warranty terms as the original ones, which will run from the date of their delivery.

Non-conformities and defects must be reported with written communication from the Buyer to the Supplier, under penalty of forfeiture, within (90) ninety days from the date of discovery or from the date on which the Buyer received notice from its Client/Principal of the existence of the non-conformity or defect.

Following the above-mentioned report, the Supplier is required to intervene immediately and eliminate, at its own care and expense and in the shortest technically possible time, the lack of conformity and the defects and/or non-conformities found, carrying out all necessary interventions and replacements.

If the Supplier does not intervene immediately after the report or is not able - even at the sole discretion of the Buyer - to carry out the related repairs/replacements in the technically shortest time and in any case within and not later than 10 (ten) days from the report, the Buyer shall have the right to entrust to Third Parties the work necessary for the repair and/or replacement of the materials, charging the Supplier for the related costs, in addition to further damages.

The Supplier shall also be liable for damages caused by the materials to persons or property, attributable to construction and/or operating defects of the materials themselves. Therefore, the Supplier undertakes to indemnify and hold harmless the Buyer from any economic loss it may suffer in relation to the materials and/or services provided by the Supplier.

Art. 17 - Indemnity and Insurance

The Supplier must take all necessary precautions to prevent the occurrence of personal injury and property damage caused by the execution of the Purchase Order.

Art. 18 - Confidentiality

The Parties undertake to maintain the utmost confidentiality on confidential information (such as, by way of example and not limitation, drawings, prospectuses, documentation, formulas and correspondence) of a technical and/or commercial nature that they may become aware of during the execution of each supply relationship governed by these Conditions. In particular, the Supplier undertakes, directly or indirectly through its employees and/or collaborators or any third parties it may use on this occasion, with prior authorization from the Buyer, where necessary also pursuant to and for the purposes of art. 1381 of the Civil Code, for the entire duration of the related supply relationship and also after its termination (for whatever cause it may be due):

(i) not to disseminate, communicate or otherwise disclose the information of which the Buyer informs it, except with written authorization from the Buyer, and in any case

(ii) to use such information exclusively to the extent that this is strictly necessary for the proper execution of the supply contract.

The verified violation of this commitment will allow the Buyer to immediately prohibit access to its premises by the Supplier's personnel, with the right of the Buyer itself to terminate the contractual relationship, without prejudice in any case to compensation for any resulting damages.

The Supplier recognizes, in any case, the full intellectual property of the Buyer in relation to technical and/or commercial information and all documentation that the Buyer has transmitted or transmits to it for the purpose of executing each supply relationship governed by these Conditions.

This supply relationship, in fact, does not give rise to any intellectual property right for the Supplier, nor any license for its use, on the aforementioned information/documentation, except to the extent strictly necessary for the execution of the supplies. In light of the above, it undertakes, following the termination of the aforementioned relationship (for whatever cause it may be due):

- (i) to immediately return the aforementioned technical documentation to the Buyer and
- (ii) not to disclose such information to third parties, until the latter becomes public domain for reasons not attributable to the Supplier.

The Supplier will in any case be liable for damages that could derive to the Buyer from failure to comply with the above obligation.

The Buyer reserves the right to have the Supplier sign a specific confidentiality contract in which the above obligation is more specifically detailed.

Art. 19 - Intellectual Property

Unless otherwise specified in the Purchase Order, Intellectual Property on what is developed by the Supplier in the context of the execution of the Purchase Order will be exclusively the Buyer's, without further compensation for the Supplier; in the case of a patent, the Supplier undertakes to do what is necessary to ensure that the Buyer can legitimately proceed with its registration directly in its own name.

Art. 20 - Assignment of Purchase Order

The Supplier may not assign or otherwise transfer rights and/or obligations arising from the Purchase Order without the prior written consent of the Buyer.

Art. 21 - Assignment of Credit

The assignment of credit by the Supplier or other forms of payment delegation are not permitted without the prior written consent of the Buyer.

Art. 22 - Compliance with Law

The Supplier declares to comply with all regulations on environment, health, labor and safety and social responsibility contained in laws and other acts having the force of law, regulations, directives, circulars and any other administrative act of the State, Regions and other administrative bodies and organs as well as directives, regulations and ordinances issued by the European Community. The Supplier also undertakes to comply with the requirements contained within the Buyer's internal procedures on environment and safety. Compliance by the Supplier with the above regulations must occur at the expense and care of the Supplier itself and under its responsibility.

The Buyer reserves the right to carry out visits, inspections and anything else necessary to verify compliance with what is described above.

In the case of supply of parts or materials, the Supplier declares, warrants and certifies that these, or what is used during the activities indicated in the Purchase Order, comply with the applicable EC Directives and that every chemical substance contained in the supplied materials or used during the activities indicated in the Purchase Order is present in the inventory of registered substances under the REACH regulation.

Art. 23 - Personal Data Protection

The Parties undertake to observe, each for the aspects of its competence, the provisions in force regarding personal data with reference to EU Regulation 2016/679 and subsequent amendments and additions.

The personal data collected by the Parties, in their respective capacities as Data Controllers, will be processed solely for purposes strictly related to the execution of this contract. The complete information notice of Nortech Elettronica S.r.l., which is declared to have been read and understood with the signing of these General Sales Conditions, can be viewed at any time by accessing the website www.nortechelettronica.it.

Art. 24 - Tax and Currency Obligations

Any irregularities committed by the Supplier in relation to the obligations provided for by current tax and currency regulations, which result in the direct and joint application between Buyer and Supplier of pecuniary penalties, fines or sanctions of any kind will be exclusively borne by the latter, with the right to immediate recourse by the Buyer.

Art. 25 - Applicable Law

These Conditions and the Purchase Order will be governed, executed and interpreted in accordance with Italian law, including towards foreign Suppliers.

Art. 26 - Competent Court

The competent court for any and all disputes arising from the execution, interpretation, termination of these General Purchase Conditions and the Purchase Order, which should not be resolved amicably between the Parties, shall be exclusively that of Bologna.

Art. 27 - Express Termination Clause

In any case, the following constitutes grounds for automatic termination of this contract pursuant to art. 1456 of the Civil Code, exercisable by the Buyer:

- failure to comply with delivery deadlines referred to in art. 8 of these Conditions;
- failure to communicate sub-suppliers and/or sub-contractors;
- failure to implement the Buyer's indications formulated pursuant to art. 6-bis of these Conditions;
- failure to comply with packaging requirements for materials;
- failure to comply with the regulations indicated in art. 22 of the Conditions.

Art. 28 - General Provisions

These Conditions represent the entire agreement between the Parties, and no modification thereof will be binding on the Parties unless expressly agreed in writing. Any statement (written or oral), warranty, business custom, that is not contained or cited in these Conditions or in the Purchase Order will not be binding on the Parties.

The Parties expressly agree that the remedies for the protection of the Buyer indicated in articles 8 (Delivery terms and Transfer of ownership), 9 (Acceptance of materials and/or services by the Buyer) and 14 (Penalties for late delivery), are independent, so the action of one does not imply waiver of the other.

Each of the Parties declares not to have relied on or been influenced by statements made by the other Party that are not contained in these Conditions.

The Supplier, pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, declares to specifically approve the following clauses:

Art. 3 Issuance of Purchase Order and order of precedence of documents; Art. 4 Acceptance of Purchase Order; Art. 5 Right of withdrawal or amendments to Purchase Order; Art. 7 Subcontracting/Subcontracts; Art. 8 - Delivery Terms and Transfer of Ownership; Art. 10 Overages; Art. 11 Packaging, Art. 12 Documentation, Art. 13 Prices; Art. 14 Penalties for late delivery; Art. 16 Warranty; Art. 17 Indemnity and Insurance; Art. 18 Confidentiality; Art. 19 Intellectual Property; Art. 20 Assignment of Purchase Order; Art. 21 Assignment of Credit; Art. 26 Competent Court.