

GENERAL TERMS AND CONDITIONS OF PURCHASE AND OF SUBCONTRACTING

INDEX

| | |
|--|----------|
| PREMISE | 2 |
| 1 PURPOSE AND SCOPE OF APPLICATION | 3 |
| 2 GENERAL CLAUSES AND REQUIREMENTS FOR ALL PRODUCT CATEGORIES | 3 |
| 2.1 First qualification | 3 |
| 2.2 Maintenance of the qualification | 3 |
| 2.3 Order compliance – contract conclusion | 4 |
| 2.4 Management of the documents provided by Techmetal and applicable norms | 4 |
| 2.5 Confidentiality | 4 |
| 2.6 Supply of chemical products..... | 4 |
| 2.7 Packaging and protection | 5 |
| 2.8 Shipping..... | 5 |
| 2.9 Inspections and management of any non-conformities | 5 |
| 2.10 Traceability and data storage period | 5 |
| 2.11 Right of Access..... | 7 |
| 2.12 Waiver and Authorizations | 7 |
| 2.13 Claims and Liabilities | 7 |
| 2.14 Dispute Resolution | 7 |
| 3 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORY “A” | 8 |
| 4 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORIES “B”, “C”, “D” e “E” | 8 |
| 5 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORIES “F” e “G” | 8 |
| 6 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORY “H” | 9 |
| 7 UPDATES AND DISCLOSURE OF GENERAL TERMS AND CONDITIONS OF PURCHASE | 9 |

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PREMISE

Dear Supplier,

Techmetal S.r.l. (hereafter “Techmetal”) has always been committed to improving the quality and level of service provided to its Clients, including through the excellence of materials, manufacturing processes and services it purchases.

The suppliers of Techmetal are, as an integral part of the process chain, a key element for the success of the business strategies.

To strengthen the partnership between the company and its main suppliers to achieve together the best results, Techmetal provides you these General terms and conditions of Purchase and Subcontracting.

Best regards.

The Management
Giuseppe Berlato

1 PURPOSE AND SCOPE OF APPLICATION

These General Terms and Conditions of Purchase and of Subcontracting (hereafter “GCP”) shall apply to all purchases of product under the categories listed below concluded between Techmetal S.r.l., with registered office in via Lago di Annone 13, 36015 Schio (VI), in its capacity as purchaser (hereafter “**Techmetal**”) and the Supplier (hereafter “Supplier”). The GCP, together with the special conditions provided in the dPO (hereafter “**PO**”) and in the documents attached to it, constitute the integral discipline of the contract between Techmetal and the Supplier and shall supersede any other and/or different term and/or condition conflicting with them proposed by the Supplier, orally or in the order confirmation or in any other written document which has not been expressly accepted by Techmetal.

The following GCP shall apply to the following purchase categories (as an example but not limited to):

- a) raw materials and components;
- b) mechanical workings;
- c) heat and superficial treatments;
- d) surface finishing work;
- e) welding;
- f) materials testing at external laboratories;
- g) non-destructive tests;
- h) calibration of tools;
- i) equipment.

2 GENERAL CLAUSES AND REQUIREMENTS FOR ALL PRODUCT CATEGORIES

2.1 First qualification

The first qualification of a new Supplier shall be carried out in accordance with the methods described in Techmetal quality management system procedure PO 8.4.1. If the product category requires it (particularly for the categories C, D, E, F, G, H referred to in art. 1) the Supplier is required to submit to Techmetal, immediately or at the time of the first qualification, the documents relating to external or internal validations or certificates of its manufacturing processes (e.g., applicable heat treatment processes, NDT instructions, calibration methods and the like) and the qualified personnel to perform the processes.

2.2 Maintenance of the qualification

At least once a year the performances of the suppliers shall be evaluated by the Quality department of Techmetal in terms of compliance with the clauses provided in this document, the conformity of products/services purchased and the timely performance of deliveries. Such assessments are meant to evaluate the risk of the Supplier for the clients of Techmetal and to decide whether to reappoint the Supplier for the next fiscal year.

Where a qualified Supplier has several production sites, it agrees to supply the products/services from the site (or sites) qualified by Techmetal.

In addition, the Supplier shall notify to Techmetal any relevant changes or modifications regarding its quality system, third-party certificates, as well as any renewals of validations or certificates of products, processes, and personnel. In addition, the Supplier agrees to notify Techmetal of any changes that may have a significant impact on the structure of the organization/administration and any changes of the company name.

In case of deviations from the above-mentioned objectives and requirements, Techmetal shall reserve the right to exclude the Supplier from the list of suppliers approved by Techmetal.

2.3 Order compliance – contract conclusion

The supply contract between the Supplier and Techmetal or its representatives, shall be considered entered into following the sending of the PO and the subsequent order confirmation by the Supplier.

The Supplier shall have the right to communicate within three (3) calendar days from the reception of the PO any modifications, in particular in the quantities and in the terms of delivery, nonetheless the changes proposed by the Supplier shall count as counterproposal subject to the express acceptance of Techmetal.

No integration or change of these GCP between the parties, whether stated in the order confirmation of the PO or in other documents, including shipping documents, can be opposed to Techmetal, except upon express acceptance of the latter. The signature and return of the order confirmation or, alternatively, the Supplier's failure to expressly refuse it within three (3) calendar days from the PO date of issue, shall entail the Supplier's acceptance without conditions of the PO and the GCP and the special contractual terms therein provided.

The Supplier shall timely respect the terms expressly stated in the PO and, in case of processing account, in the shipping documents, in particular with regards to quantity, date of delivery, manufacturing processes to be made, documents/certificates to be attached to the supply. Such documents/certificates must be handed over to Techmetal together with the material processed or anticipated by email.

2.4 Management of the documents provided by Techmetal and applicable norms

Unless otherwise stated in the PO, the documents provided with the PO is valid only for the PO related to the supply.

If the PO or the related documents (drawings, shipping documents and the like) refer to any technical standard issued by standardization bodies or Techmetal clients, the Supplier shall possess (or, alternatively, obtain by Techmetal) the latest editions of such documents and verify their validity on the official sites or by contacting the Quality department of Techmetal in order to comply with the requirements provided in said documents.

2.5 Confidentiality

The Supplier shall hold confidential all the commercial and technical information provided by Techmetal as well as the result eventually achieved in the performance of the contract, undertaking to transmit to the latter all information and data and acknowledging its property thereof. The same commitments shall also be extended by the Supplier to its employees and authorized subcontractors. All Quality requirements transmitted by Techmetal shall be fully communicated to the Supplier and enforced to its authorized subcontractors. All information and data contained in the PO and the related attachments and/or documents referred therein (such as, drawings, specifications, models, samples, etc.) shall be considered strictly confidential and used for the purposes of the contract and shall not be disclosed. The contract may not be assigned by the Supplier to a third-party without the prior written consent of Techmetal.

2.6 Supply of chemical products

As for this type of procurement, the products and the substances purchased shall be equipped with toxicological safety data sheets, declaring that the product or the substance provided conforms to the current national and European regulations, in particular the REACH regulation.

Through the performance of the contract, the Supplier guarantees to Techmetal the compliance of the supply

to the current norms and standards applicable in the Country in which the product supplied, is delivered or made available to Techmetal or in any other Country where the Supplier has been informed that the Products will be used.

For this purpose, the Supplier shall send at the time of delivery or commit to deliver, on the first request of Techmetal, the certificates required by the applicable regulations and related to the supply.

Regardless of the place the supply is manufactured or delivered, the Supplier guarantees that the Products comply with the current regulations on quality requirements and standards, among which are health, hygiene, safety, traceability of products and the environment protection.

2.7 Packaging and protection

If the PO does not specify the detailed requirements for the packaging of the product or any applicable purchase, packaging characteristics must be such to ensure that the product is protected from damages by impact or weathering and that it can be loaded on the means of transport and carried in the safest conditions for operators.

2.8 Shipping

The dates, quantities, places and terms of delivery and/or supply provided in the PO are binding for the Supplier. The material referred in the PO must be delivered at the site mentioned in the PO together with a shipping document stating the details of the PO and describes exactly the product with the same code or description reported.

Any delivery in advance shall be accepted provided that: 1. the payment stays unaltered with regards to the natural deadline of the PO; 2. there is storage room availability in the warehouse; if not, the goods may be rejected at the Supplier's risk and expense.

2.9 Inspections and management of any non-conformities

Techmetal shall reserve the right to conduct inspections on the products and services subject of the PO, aimed at assessing the compliance, the lack of defects, the accuracy and suitability of the product and/or the service provided, without relieving the Supplier of its warranty obligations. If such inspections reveal any non-conformities with respect to what is provided, either during the use or after any complaint by Techmetal's clients, Techmetal shall issue a specific written notice; the Supplier shall respond within twenty-four (24) hours from the receipt notice, confirming that the reported complaint has been taken up for analysis, and evidence shall be provided regarding:

- a) the methods used to deal with the non-conformities (such as replacement, repair, rework and the like) and the respective time required, which shall in no case exceed seven (7) calendar days after Techmetal's receipt of notice, unless otherwise agreed in writing;
- b) The causes which have caused the alleged non-conformity;
- c) The remedial actions taken to eliminate the cause of the non-conformity and the time frame necessary to verify their effectiveness.

In the most relevant cases, Techmetal shall reserve the right to conduct extraordinary audits for the purpose of renewing or suspending the qualification previously assigned to the Supplier.

2.10 Traceability and data storage period

The Supplier is expected to provide documentary evidence of all inspections conducted during the manufacturing processes and the service supply.

The certificates of proofs and the analysis carried out as well as the potential certificates from subcontractors,

must be related to the product/service referred to in the PO and must be kept according to the table below and submitted to Techmetal, or to its clients, in case of Techmetal's request. All paper and electronical records of the Supplier must be protected, controlled, diligently stored and traceable.

The minimum storage period of such records is stated in the following table. Such a period may be increased to the point of becoming permanent: in this case, the information will be provided in Techmetal's PO.

| Document | Minimum storage period (unless otherwise stated in the PO) | Notes |
|---|--|--|
| Purpose and certification of the quality management system | 5 years | Any changes in the scope and validity of certificates must be notified to Techmetal within 48 hours |
| Review of the quality management system | 5 years | |
| General training of human resources (for process that require validation, see below) | From the date of training until 3 years after the organization's termination of employment | |
| Product configuration document (for example drawings, specifications) | Until further revision | |
| Documents purchased by subcontractors (purchase request, list of approved suppliers, specifications and test documents provided by subcontractors, documents related to incoming controls) | Indefinitely | |
| Production documents (production cycles, worksheets, work orders) and documents containing the results of any type of control, traceability, testing and inspection performed during processing and at final acceptance, any laboratory tests | Indefinitely | |
| Documents related to type approval/product qualification testing and documents related to technical validation and process validation | Indefinitely | |
| Documents related to qualification of processes which require validation, for non-destructive controls, the training of operators, the approval of supply sources, the test and calibration of monitoring and measuring instruments. | Indefinitely | Any change in the approval validity processes requiring validation must be notified to Techmetal within 48 hours |
| Documents related to non-compliance at the Supplier and its subcontractors | Indefinitely | |
| Documents related to non-conformities reported by Techmetal, regarding the analysis performed by the Supplier in relation to these non-conformities, and information on corrective actions | Minimum 10 years | |

| | | |
|---|--|--|
| Product quality assurance system and plan | Indefinitely | |
| Records of first/second party audits conducted by the Supplier at its site and/or at subcontractors facilities and corrective actions taken as a result of any non-conformities | Minimum 10 years + 5 years from the date of termination/suspension | |

2.11 Right of Access

Upon notice, the Supplier (including potential subcontractors) shall allow Techmetal, its Client and the Supervisory Agencies, to access the places where the goods are manufactured or the services are performed as well as the applicable documents and information, at any level of the supply chain, in order to conduct periodical extraordinary audits and verify the status of the orders and, without relieving the Supplier from its warranty obligations.

2.12 Waiver and Authorizations

Any deviation from the requirements/specifications must be formally communicated to Techmetal: in this case the Supplier commits to suspend the delivery until Techmetal defines the actions to be taken.

If the Supplier holds that the defects is potentially acceptable without the need for repairs, or would like to request a variation with respect to what is stated in the drawing, specification or contract, the former may ask for Waiver or Authorization, filling the relevant written request.

Waiver (before manufacturing) means written authorization to deviate from the originally specified requirements of a product for a limited quantity of products or for a limited period of time.

Authorization (after manufacturing) means the written authorization to use or deliver a product which is non-conforming to the specified requirements.

The acceptance or non-acceptance of the request of a Waiver or Authorization is always subject to an evaluation of Techmetal. At the end of the evaluation process, Techmetal shall send formal written communication to the Supplier, who has to file and attach to the documents of a product all Waiver and Authorization requests related to the products involved. In case of acceptance, the Supplier shall be relieved of liability limited to what is stated in the relevant Waiver and Authorization.

It is understood that for all non-conforming products Techmetal will issue and send the Supplier a Non-compliance Report (NC) to which the Supplier must reply within 7 (seven) calendar days following the receipt of the Non-compliance Report, specifying in any case the containment action and corrective action taken to solve the non-conformities which shall have to be accepted by Techmetal.

2.13 Claims and Liabilities

The Supplier guarantees that all goods and services comply with the technical specifications, drawings, models and samples requested by Techmetal and are suitable for the purpose for which they are intended. The Supplier is responsible for measures taken to prevent failures and damages and other field activities.

If the Supplier is found liable for field failures or recall campaign, it shall be held liable for all costs sustained by Techmetal's clients.

2.14 Dispute Resolution

Any contract related herein shall be governed by the Italian laws.

For all disputes concerning or related to these GCP, which may arise between the Parties, unless subject to mediation by virtue of the obligation imposed by law, shall be subject to the exclusive jurisdiction of the

Court of Vicenza - Italy, with express exclusion of any other court.

3 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORY "A"

The Supplier shall:

- a) purchase all raw material, components and services necessary to perform the contract from sources certified by Techmetal's client or by Techmetal or by the Supplier itself, but in such case subject to previous approval of Techmetal of the Supplier's certification procedure. The Supplier shall make available to Techmetal all documents certifying the quantity, the origin, the quality, the controls and the reserve measures it has taken or which have been made by certified organization at its request relating to such stock. The Techmetal's approval shall not relieve the Supplier from its duties under the contractual documents;
- b) provide certificates of conformity, analysis or the original tests when the material is delivered, attached at the delivery documents and/or previously sent via email;
- c) state in the shipping document the Techmetal's order number, the material, the type, the dimension;
- d) refrain from forwarding partial deliveries and/or delivering the material before the date specified in the contract without the prior authorization of Techmetal's sales department. The deliveries shall be fulfilled in accordance with the deadlines provided in the PO, under penalty of Techmetal's right to cancel the PO and/or demand compensation for the damage suffered, including any penalty demanded by Techmetal's end client.

4 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORIES "B", "C", "D" e "E"

- a) The Supplier shall not appoint any subcontractor without a prior written authorization by Techmetal;
- b) The Supplier shall:
 - 1) carry out the manufacturing processes requested, without making any change or alteration that has not been previously expressly authorized and notified;
 - 2) promptly inform Techmetal's quality control department (or the reference contact) of any damage/defect detected on the parts during the material receipt stage (i.e. before performing the manufacturing operations);
 - 3) promptly inform Techmetal's quality control department (or the reference contact) of any damage or losses caused to the materials delivered. Following any non-conformity due to the production process, and once liability has been established, the Supplier commits to compensate the damaged caused;
 - 4) identify and manage with care all materials and/or equipment provided by Techmetal on contract or on loan for the performance of the contractual obligations.
 - 5) qualify any of the processes requiring validation used and qualify the respective personnel;
 - 6) with each delivery, provide all inspection reports (for example: dimensional, hardness test, PT, etc.) and all final inspection certificates requested; such documents shall be provided upon return of the processed material and previously sent via email.

5 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORIES "F" e "G"

- a) The Supplier shall not appoint subcontractors without an express written authorization of Techmetal;
- b) The Supplier shall:
 - 1) perform the required tests in accordance with the applicable standards referred to in PO or in the contract or in the shipping document attached;
 - 2) promptly inform the Techmetal's quality control department of any damage or loss caused to the delivered materials due to the performance of the required tests;
 - 3) validate or have any of the processes requiring validation qualified and also qualify the respective

personnel;

- 4) upon return of the material, deliver the test and analysis reports prepared on standard formats and approved at the first qualification stage.

6 SPECIAL CLAUSES AND REQUIREMENTS FOR PRODUCT CATEGORY "H"

- a) The Supplier shall not appoint subcontractors without an express written authorization of Techmetal;
- b) The Supplier shall:
 - 1) perform the required calibration operations in accordance with the applicable standards;
 - 2) promptly inform Techmetal's quality control department of any damage or loss caused to the delivered equipment to perform the required calibration operations;
 - 3) validate or have any of the processes requiring validation qualified and also qualify the respective personnel;
 - 4) upon return of the material, deliver the calibration certificate/report that shall state:
 - the identification of the equipment/laboratory standards used;
 - the calibration data detected when the calibrated goods are deemed out of the tolerances (i.e. "as found" condition).

7 UPDATES AND DISCLOSURE OF GENERAL TERMS AND CONDITIONS OF PURCHASE

Any amendment to these GCP shall only be authorized in writing by Techmetal. This document is issued by Techmetal, that shall keep it updated in case of any amendments, changes and/or additions.

The PO issued by Techmetal always states the details of the present document, that is available to all suppliers in its latest version on Techmetal's web site <http://www.techmetal.it/XXXXXXX>

The Supplier

Having read artt. 2.3 (dPO acceptance), 2.12 (Waivers and Concessions), 2.14 (Jurisdiction) as well as artt. 3. a) e d), 4. a), 5. a) e 6. a), of these General Terms and Conditions of Purchase and of Subcontracting, the Supplier accepts them unconditionally and without reservation, where necessary also pursuant artt. 1341 and 1342 of the Italian Civil Code.

The Supplier
