

## GENERAL PURCHASE CONDITIONS

### ART. 1 GENERAL INFORMATION

1.1 These General Conditions constitute an integral part of the Purchase Order, are considered to prevail over the terms reported in the Supplier's offers/documents and apply to all supplies of materials and services purchased by Martec S.r.l.; only and exclusively the special conditions reported in the appropriate box on the Purchase Order, if divergent, prevail over these General Conditions and constitute an exception to them.

1.2 In these General Conditions of Purchase, "Purchaser" means Martec S.r.l.; "Supplier" means the natural or legal person who accepts the Purchase Order formulated by the Buyer; For "Contract" means the document in written form stipulated between the Buyer and the Supplier and concerning the supply of the Goods and/or provision of Services; "Goods" means the items, materials or documents that the Supplier undertakes to deliver in accordance with the Contract, "Services" means the services that the Supplier must provide in accordance with the Contract; "Contract Price" means the consideration that the Buyer will pay to the Supplier as consideration for the supply of Goods and/or provision of Services.

### ART. 2 PURCHASE ORDERS AND VARIATIONS

2.1 The Order contains the code and/or description, the quantity of the supply of goods or services purchased, as well as the delivery terms and the agreed price.

2.2 The Purchase Order is considered completed with the receipt by the Buyer of a copy of the Order and these conditions, signed by the Supplier as a sign of acceptance within 5 (five) days from the date of receipt of the Order.

2.3 In the event that the Supplier does not send the signed documents within the deadline indicated above, the Buyer avails itself of the right to consider the Order as fully accepted, including the General Conditions of Purchase, or to revoke it.

2.4 Confirmation of the purchase order entails acceptance of both what is stated in the order and the content of the documents referred to therein for brevity and of these general purchase conditions, to be considered an integral and inseparable part of the order.

2.5 The buyer reserves the right to make any variation to the order by issuing an "order variation" containing the proposed variation and its effective date. The Supplier verifies these Order Variations and issues a new confirmation. Otherwise, the variation proposal will be considered tacitly accepted by the supplier, unless the latter notifies the buyer in writing, within 3 working days of receiving the aforementioned "order variation", of his unavailability to supply under the new conditions proposed. In the event of Order Variations, the unit prices agreed and indicated in the original Order and/or otherwise agreed in writing between the Purchaser and the Supplier will apply.

2.6 Martec Srl reserves the right to request the modification of the products and services ordered and/or the cancellation of supplies, even during the course of the relationship, which can no longer be used in its production cycles; in this case, provided that the Supplier respects the provisions of this article and has operated within the lead time limits agreed with Martec Srl, the buyer will bear his own expenses, unless otherwise agreed, demonstrable costs already incurred in good faith by the Supplier before said variations and no longer recoverable by the same.

### ART. 3 PRICES

3.1 Prices are indicated in the order and, unless otherwise agreed, always refer to the price list in force at the time the order is issued and stipulated.

3.2 The prices set are net of VAT and are fixed and invariable and therefore are not susceptible to increase.

3.3 Prices, unless otherwise indicated in the order, are inclusive of all costs, tax amounts, insurance, packaging costs and contributions required by law.

3.4 Damages or dispersion of the goods caused by unsuitable or defective packaging are the responsibility of the Supplier, who is required to provide packaging in the most convenient and economical way.

### ART. 4 DRAWINGS AND OTHER TECHNICAL DOCUMENTS - SPECIFIC EQUIPMENT - OBLIGATION OF CONFIDENTIALITY AND NON-COMPETITION

4.1 The drawings, specifications, standards and tables and any other technical documentation, as well as the models, samples and specific equipment that Martec Srl makes available to the Supplier, including anything created by the Supplier itself and sold to Martec Srl, remain the property of Martec Srl itself and can only be used for the execution of the Purchase Order; They cannot be copied, reproduced or transmitted and use by third parties will not be permitted without the written authorization of Martec Srl.

4.2 The Supplier will take the necessary measures for the good conservation of the equipment, models and samples and will provide for their ordinary maintenance at its own expense.

4.3 The supplier undertakes to maintain absolute confidentiality and secrecy on any oral or written, technical or commercial information provided to him by Martec in relation to the subject of the order. This obligation of confidentiality is binding for the supplier and its employees, collaborators and assignees and is effective for an indefinite period.

### ART. 5 MATERIAL INTENDED FOR PROCESSING

4.1 In the presence of material supplied by the Supplier, Martec Srl reserves the right to request documentation certifying the compliance with the specifications of the supplied material.

### ART. 6 DELIVERY - DELIVERY DELAYS

6.1 Unless otherwise agreed in the order or Contract, the Goods must be delivered to the delivery location specified therein or to the Purchaser's headquarters, if the Buyer has not specified another delivery location. Unless otherwise requested by the Buyer, the Goods are delivered and/or the Services provided during the Buyer's ordinary working hours.

6.2 The Supplier ensures that each Delivery is accompanied by a Transport Document, which contains at least the following information content: number and date of the Order, unique identification of the goods (codes, both of the Purchaser and of the Supplier) and possibly the number of packages and their contents. In case of partial delivery, the remaining balance still to be delivered must be reported in the Transport Document.

6.3 Upon Delivery, the Supplier (or the forwarder appointed by the same) provides the Purchaser, where applicable, with all the necessary export documents together with a transport document.

6.4 Ownership of the Goods is transferred to the Buyer upon Delivery, unless otherwise expressly agreed.

6.5 The delivery terms/schedules indicated on the purchase order are essential and binding for the supplier; Neither delays nor advances are permitted, except in cases of force majeure or in any case in which a new delivery date is recognized and agreed with Martec Srl; If the Delivery of the Goods and/or provision of the Services does not respect the agreed delivery date, without prejudice to any other rights it may have, the Buyer reserves the right to:

- terminate the Contract, in whole or in part;
- refuse subsequent deliveries of the Goods or provision of Services that the Supplier attempts to perform;
- recover from the Supplier the expenses reasonably incurred by the Buyer in obtaining replacement Goods/Services from another supplier;
- claim compensation for damages suffered for any further costs, losses or expenses incurred or reported by the Buyer which are reasonably attributable to the Supplier's failure to deliver the Goods/performance of the Services on the agreed delivery date;
- request the application of penalties if they are expressly provided for in the relevant Order

6.6 For the purposes of compliance with the delivery terms and the transfer of the risk of the goods from the Supplier to Martec Srl, the act of delivery of the goods to the designated warehouses is valid; the packaging, any required labelling, identification, shipping and transport of the parts ordered must take place in accordance with the Martec Srl instructions indicated in the order and/or attached to the same where expressly provided; the Supplier will be required to compensate for damages resulting from any delay, loss or damage due to failure to comply with the aforementioned instructions.

6.7 Martec Srl is required to accept only the quantities ordered; any acceptance by Martec Srl of quantities other than those ordered must in any case be expressly agreed upon; any excess that has not been previously accepted by Martec Srl will be returned to the Supplier at the Supplier's expense and risk.

### Art. 7 ACCEPTANCE OF GOODS OR SERVICES AND WARRANTY

7.1 The Delivery of Goods or the provision of Services cannot be considered as acceptance of such Goods or Services by the Buyer. The Buyer will have reasonable time to inspect or test such Goods and/or Services and report any defects to the Supplier. If the defect in the Goods and/or Services was not objectively detectable during the inspection, the Buyer will have a reasonable time to notify such defect after it has become apparent or to reject the Goods and/or Services.

7.2 The Supplier guarantees that the Goods comply with the characteristics and technical specifications, as well as the quality agreed or referred to in the order or contract or possessed by the prototypes delivered and that they are free from faults and defects for 24 (twenty-four) months from the date of delivery or longer period expressly indicated in the Order. In the case of repairs under warranty, the duration of the

warranty is intended to be extended by a time corresponding to that necessary for the repair. The guarantee against hidden defects is intended to be provided without any time limitation. In derogation of the art. 1495 c.c. the defect must be reported by the buyer within 30 days from the date of testing for recognizable defects or from the date of discovery for hidden defects.

7.3 Upon discovering a non-conformity, the Buyer immediately informs the Supplier, who puts in place adequate measures to resolve the same and obviate the imminent risks and prejudicial effects for the Buyer. If the Goods delivered and/or Services provided to the Buyer do not conform to the Order, the Buyer has the right to reject the Goods/refuse the Services and request replacement of the Goods and/or Services or recover all payments made to the Supplier. The Buyer reserves the right to charge the Supplier, in the event of non-conformity, all costs resulting therefrom. The charging of the above costs does not prejudice the Buyer's right to request compensation for greater damage connected to a non-conformity.

#### ART. 8 INVOICES - RETURNS – PAYMENTS

8.1 Each invoice, which may include the products and/or services of one or more Purchase Orders, must include the Purchase Order number and the number of related remittances; the list of products delivered; complete bank support with coordinates.

8.2 The prices indicated on the Purchase Order are previously established with the Supplier; variations based on subsequent cost increases are therefore excluded, except as otherwise specifically agreed in writing; any price increases due to construction changes must be communicated in advance by the Supplier and, in any case, will be considered valid and binding for Martec Srl only if previously accepted in writing by the latter.

8.3 For the Goods delivered and/or Services provided by the Supplier in accordance with the conditions stipulated in the Contract, the Buyer pays the Supplier the purchase price of the Goods/Services specified in the Order, in compliance with the payment terms indicated therein, provided that the invoice complies with the requirements listed in this Article in paragraph 8.1.

Payments are made, unless expressly exempted, by bank transfer to the CC of the supplier indicated in the order/contract. In the event of defects or vices or incorrect performance by the supplier, the payment terms will be suspended and will start again from the moment the defect or defect has been eliminated.

This suspension of payments does not legitimize, in any way, the suspension of the supplier's services.

#### ART. 9 RESPONSIBILITY

9.1 The Supplier delivers the Goods and/or provides the Services in the following ways:

- in compliance with the laws and regulations in force applicable on the date;
- in accordance with the Contract and the Buyer's instructions;
- free from defects and third party rights;
- on the delivery date and in the quantities indicated in the Order/Contract.

9.2 The Supplier cannot replace or modify any of the materials constituting the Goods to be supplied or provided for in the provision of Services, make changes to the characteristics of the Goods without the prior written consent of the Buyer.

9.3 The Supplier ensures that the Goods are packaged adequately, and according to industry standards, to preserve and protect them until the completion of Delivery to the place indicated by the Buyer and is responsible for the integrity of the Goods delivered until their destination. In any case, the purchased Goods travel at the risk of the Supplier, regardless of who pays for the transport. The Buyer reserves the right to verify, within 15 (fifteen) days of delivery, the absence of damage to the Goods due for transport.

9.4 The Supplier undertakes to ensure that working conditions within its business and supply chain are safe, that all workers are treated with respect and dignity and that business operations are environmentally friendly and conducted in an ethical manner.

9.5 The Supplier issues invoices, in accordance with the legal regulations in force, indicating, in addition to the minimum content required by law: the Supplier's contact person, including contact details, invoice number, Order number and Supplier code (as indicated in the Order), address of the Buyer, quantity, Buyer code, specification of the Goods and/or Services supplied, price (total amount invoiced), currency, amount of taxes or VAT, any customs identifiers, and payment terms. The invoices are addressed to the Buyer and sent electronically as required by law (SDI: MSUXCR1).

9.6 The supplier cannot assign, transfer, sub-supply or subcontract the Order in whole or in part without the prior written consent of the Purchaser. Acceptance of the assignment by the Buyer does not release the Supplier from its responsibilities and obligations deriving from the Order.

9.7 Under no circumstances may the Supplier suspend the delivery of the Goods and/or the provision of Services to the Buyer.

9.8 The Supplier is responsible for damage caused to things or people attributable to a defective part or parts of its supply; furthermore, the Supplier is obliged to hold Martec Srl harmless from any request for compensation as a result of the defectiveness, non-conformity or unreliability of its supply, compensating Martec Srl for any damages suffered.

#### ART. 10 RIGHT OF ACCESS TO THE SUPPLIER

Martec Srl reserves the right to carry out inspections of the Supplier at any time, subject to prior notice, in order to verify the correct fulfillment of the obligations assumed by them in the Purchase Order and the maintenance of confidentiality, quality, safety and environmental requirements.

#### ART. 11 RESOLUTION OF THE PURCHASE ORDER

11.1 Martec Srl reserves the right to totally or partially terminate the Order by written communication to the Supplier, with effect from the date of its receipt by the supplier, if the following occurs:

- failure to deliver the Supply on the agreed delivery dates and terms;
- non-compliance of the Supply with the technical-qualitative requirements set out in the Order, where the supplier does not undertake the necessary actions to remedy such non-compliances within 15 (fifteen) days of written notification of the same;
- violation of applicable social security, insurance, accident prevention and environmental regulations which cause prejudice and damage to the Buyer;
- cessation of business, insolvency, or any insolvency proceedings against the Supplier, or if the supplier proceeds with general assignments of rights for the benefit of its creditors or admits in writing its inability to pay its debts within the established timeframes.

11.2 In the event of total or partial termination of the purchase order, in relation to the supply subject to termination, Martec Srl will have the right to:

acquire all or part of the supply subject to cancellation still in the possession of the Supplier regardless of its stage of completion; use it to have others complete the supply subject to the termination or part thereof; commission others to supply equivalent products; charge, also through compensation, to the Supplier all the works and additional costs incurred by Martec Srl compared to the price established in the Purchase Order.

11.3 In the event of partial termination of the supply, as regards the part of the supply not subject to cancellation, the following will apply:

- the agreements in the Purchase Order will remain valid to the extent applicable to the part of the supply not subject to termination;
- an appropriate reduction in the price of the Purchase Order, established on the basis of the unit prices indicated in the Purchase Order.

#### ART. 12 INTELLECTUAL PROPERTY RIGHTS

12.1 If the Goods delivered by the Supplier infringe the Intellectual Property Rights (IPR) of third parties, the Supplier will provide IPR Compensation to the Buyer. The PPE Compensation is applicable regardless from the fact that the Supplier is responsible for negligent or negligent conduct and does not limit any further compensation rights of the Buyer.

12.2 If a violation is contested against the Buyer, the latter has the right to request at the Supplier's expense that the Supplier: a) ensure that the Buyer has the right to continue using the Goods; b) modifies or replaces the Goods in such a way that they cease to constitute an infringement of any third party rights.

12.3 If the Supplier cannot satisfy the Buyer's request referred to above, the Buyer has the right to terminate the Order, to request the return of all sums that the Buyer has paid to the Supplier based on the Order and to also request compensation for any other costs, losses or damages incurred or suffered.

#### ART. 13 PRIVACY

The Supplier undertakes to carry out the activities covered by the Purchase Order in absolute compliance with the rules governing the protection of personal data.

Personal data, pursuant to Legislative Decree no. 196/2003 (Code regarding the protection of personal data) and subsequent amendments, modifications, will be used using manual, IT and telematic tools exclusively for the purposes and with the methods related to the fulfillment of the obligations established by law and connected to the creation and management of this contractual relationship and in any case, in order to guarantee the confidentiality of the data themselves; The Data Controller is Martec Srl, with headquarters in Via R. Lordi 6 - 80127 Naples, VAT number and Fiscal Code: 08089521218, in the person of its Legal Representative Domenico Taraschi, any request for access and exercise of rights pursuant to article 7 Legislative Decree 196/2003, and/or information relating to the processing can be presented to the owner and transmitted via the postal service to the address indicated above or by email to the email address [martec@pec.it](mailto:martec@pec.it).

#### ART.14 TRANSFER OF JOB

The supplier is prohibited from transferring the work in whole or in part to third parties without prior written communication and written approval from Martec. The supplier is prohibited from transferring the work in whole or in part to a new facility without prior written communication and written approval from Martec. In any case, the supplier must transfer to its suppliers, activated following written approval by Martec, all applicable requirements including the requirements of Martec's end customer.

#### ART. 15 INVALIDITY OF THE CLAUSES

15.1 The invalidity and ineffectiveness of one or more clauses will not lead to the invalidity, ineffectiveness or dissolution of the purchase contract.

15.2 The parties undertake to replace in good faith the invalid and ineffective clauses with others that achieve the same function as far as possible

#### ART. 16 CODE OF ETHIC

The Supplier declares to be aware of the provisions of Legislative Decree no. 231/01 and to have read the buyer's code of ethics. In particular, the Supplier declares to carry out its activity in compliance with the provisions of the aforementioned legislative decree and in line with the behavioral principles specified in the buyer's Code of Ethics.

#### ART. 17 REACH AND ROHS DECLARATION OF CONFORMITY

17.1 The Supplier declares and guarantees that the Products supplied comply with the following regulations:

- European Regulation (EC) No. 1907/2006 and subsequent amendments. (hereinafter REACH Regulation), relating to the registration, evaluation and restriction of chemical substances;
- European Regulation (EC) n. 1272/2008 and subsequent amendments. (hereinafter CLP Regulation) relating to the classification, labeling and packaging of chemical substances and their mixtures;
- European Directive 2011/65/EU (RoHS 2) and Delegated European Directive 2015/863/EU (RoHS 3) and subsequent amendments, on the restriction of the use of certain dangerous substances in electrical and electronic equipment.

17.2 In particular, pursuant to the REACH Regulation, the Supplier undertakes to register the substances, as components of the Product supplied to Martec, with the European Chemicals Agency (ECHA).

17.3 In compliance with the REACH regulation and the CLP Regulation, the Supplier is required to deliver to Martec, together with each Product, the relevant updated safety data sheet, in Italian. This form must also be sent to the Martec Purchasing Department at the following e-mail address [info@Martecsrl.it](mailto:info@Martecsrl.it).

In the event of a change in the composition of the Product, the Supplier must deliver the safety data sheet of the modified Product to Martec and send a copy of the aforementioned data sheet to Martec's Purchasing Management via e-mail to the address indicated above.

17.4 Furthermore, for each Product, supplied or modified, containing substances of very high concern (hereinafter SVHC), present in the List of candidate substances, the Supplier must declare, pursuant to art. 33 of the REACH Regulation, that the Product contains SVHC substances in concentrations greater than 0.1% by weight. In this case the Supplier must indicate the name of the SVHC substance, the weight/weight ratio (w/w) in percentage and the instructions relating to the safe use of the Product. If not

The Supplier must declare that the Product does not contain SVHC substances or contains SVCH substances in concentrations lower than 0.1% by weight. In addition, if the Product contains SVHC substances present in Annex

The above declarations must be sent, once for each individual Product, on the Supplier's headed paper and duly signed by the authorized legal representative of the same, to the Martec Purchasing Management, at the following email address: [info@Martecsrl.it](mailto:info@Martecsrl.it)

17.5 If during the supply of the Products, substances contained in the Product not yet indicated are included in the List of candidate substances, the Supplier must send specific written communication to the Martec Purchasing Management.

#### ART. 18 APPLICABLE LAW AND JURISDICTION

The Purchase Order will be governed and interpreted in every respect by Italian law except as expressly provided in these General Conditions of Purchase or in the Special Conditions. For any dispute that may arise regarding the effectiveness, application, execution and interpretation of the order/contract, the Court of Naples is competent.

#### 2. GENERAL QUALITY ASSURANCE REQUIREMENTS

1) For the duration of the Order, the Supplier must guarantee and maintain the application of the Quality System Level that has been recognized in relation to the specific purpose of the qualification. The supplier undertakes to communicate to Martec any changes to the certifications relating to the Quality Management System in its possession.

2) In relation to the type of Supply, in reference to the Order, Martec Srl reserves the right to activate a specific Quality Plan or Supply Control Plan.

3) During and after the completion of the Order, the Supplier undertakes to promptly provide Martec Srl with any information concerning the conformity of the product supplied.

4) If Martec Srl deems it appropriate to carry out a test at the source, the Supplier must communicate, with at least 10 working days' notice, the start of the relevant acceptance tests.

5) The Supplier must ensure free access to Martec Srl representatives, its Customers and the Responsible Authorities for any audit, verification or validation activity that Martec, its Customers or the Responsible Authorities intend to carry out at the supplier's premises. The supplier must guarantee the right of access to the structures and documented information relating to the object of supply, both its own and that of its suppliers (at any level of the supply chain) by Martec, Martec Customers and the Responsible Authorities.

6) The supply must be made in compliance with the configuration and special quality requirements indicated in the Order; any change to the processes, products or services relating to the object of supply must be approved in advance in writing by Martec Srl.

7) Parts/Assemblies must be identified and serialized as required by the applicable technical and/or production documentation.

8) Complete traceability of supplies must be ensured: from the finished product to the receipt of the material/component.

9) All material sent to Martec Srl. must be preserved, packaged and shipped in accordance with the requirements of the Order or, when not specified, according to the best commercial rules. For materials with expiry dates, at least 3/4 of the maximum life must be guaranteed; the parts and/or individual packages delivered must be accompanied by all the required documentation/certification (e.g. certificate of conformity with the requirements).

10) The Supplier, aware of the importance of the obligation assumed to comply with the technical - qualitative requirements of Martec Srl, undertakes to transmit, if requested, together with the delivery of the products, a

Certificate of Conformity and Quality, which certifies the conformity of the products to the technical-qualitative requirements of Martec Srl.

11) The simple delivery of the ordered products, together with the Certificate of Conformity and Quality, does not mean acceptance of the goods. Martec Srl, also through its Control Bodies, reserves the right to carry out an investigation - the exercise of which remains in the exclusive discretion of Martec S.r.l. - the actual conditions (quantity and quality) of the products ordered and full compliance with all applicable requirements, including the accompanying documentation as required in the order

purchase; the reporting of any faults and/or defects in the supply (including the accompanying documentation, including the Certificate of Conformity and Quality) may in any case be made by Martec Srl within 90 (ninety) days of discovery, with the right to request to recover non-compliant products with additional processing at the Supplier's expense; charge the Supplier the cost of repairs by Martec S.r.l. or of its end customer, subject to agreement with the Supplier itself;

request the replacement of non-compliant products or the entire batch to which they belong.

12) In the event that the Supplier discovers defects in design, construction, etc. relating to parts already delivered, must take appropriate corrective actions by promptly informing Martec Srl. The report of the inconvenience must be forwarded to the Quality Manager ([info@Martecsrl.it](mailto:info@Martecsrl.it)) and the Purchasing Manager ([info@martecsrl.it](mailto:info@martecsrl.it)) of Martec Srl The supplier has the obligation to notify Martec of any non-conformity found relating to the object of supply and, in the case of use of materials in contract, must obtain, in the event of waste, disposal approval from Martec.

13) The supplier undertakes to communicate the change in its certification and/or qualification status for the industrial processes for which the order is placed.

11) The supplier ensures that its qualification status for the Special Processes being supplied is active, not suspended or expired.

14) If the supplier must carry out critical activities or special processes to complete the supply, he must have the necessary valid qualifications. Critical tasks and special processes must be performed by personnel qualified. Evidence of this must be provided, upon request, to Martec.

15) For any technical-qualitative information relating to the object of supply, the supplier must interface with the purchasing office at the email address [info@Martecsrl.it](mailto:info@Martecsrl.it). The purchasing office will direct the communication, based on its subject, to the relevant internal manager.

16) The supplier must undertake to implement all necessary actions to prevent the use of counterfeit or suspected counterfeit parts/materials in accordance with Anti Counterfeit Procedure rev. 001 ""Management of parts with suspicion of counterfeiting".

17) Upon specific request from Martec, the supplier undertakes to provide test samples in order to allow control, inspection, verification, project approval, investigations or audit activities.

18) All documented information relating to the object of supply must be archived and protected from tampering, modifications or involuntary deletion and, unless otherwise specified in the quality requirements transmitted with the purchase order, cannot be disposed of without authorization written by Martec.

19) The supplier must ensure that its staff implements ethically correct behavior and is fully aware of the contribution to the conformity and safety of the product/service in question of the Martec SRL supply

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Direzione Generale



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