

1. PREFACE

1.1 The purchase order (Order) that accompanies the These Conditions constitute an offer by ALUTRON (Company) for the purchase of Goods and / or Services from the supplier indicated there (Supplier), subordinately and in accordance with those present Conditions and any special conditions established in the order. In case of conflict between the Conditions ed any special conditions established in the Order, the latter will prevail over the Conditions. The Order is considered accepted by restitution of a copy of it (including attachments) duly signed by the Supplier, within FIVE (5) days of calendar from the issue of the same by the Society. Having spent this period of time unnecessarily, the Company reserves the right to cancel the Order or to consider acceptance as valid and effective delayed by the Supplier, the date on which it will be considered a contract concluded (the Contract). The Orders issued electronically agreed they will be considered as received on the date of submission.

1.2 These Conditions govern the Contract ed exclude the application of any other term or condition that the Supplier attempts to impose or enter, or that is implied by commercial use or custom.

1.3 All these Conditions will be applied to Supply of Goods and Services, except where it is expressly provided for applicability only for one or more others.

These general conditions, together with the drawings, technical specifications, quality notes and any other attachments, form an integral part of the purchase orders of Alutron Componenti S.r.l. (from now on briefly Alutron or Company) for how much not specified otherwise in the same orders.

They are implicitly accepted by signing the order for acceptance by the Supplier, which waives the terms contained in its general conditions of sale, if different from those listed here. Any exception to the general and specific conditions indicated in the order will be valid only if accepted in writing by Alutron.

2. TRAINING OF THE CONTRACT

The contract is concluded with the receipt by Alutron of the order confirmation signed for acceptance by the Supplier. If, within 5 days from the date of issuance of the order, such acceptance is not received, and the order is still processed in whole or in part, Alutron will have the right to consider the order accepted in full and without exception, and it is understood that the Supplier accepts these conditions general supply. The order is not transferible.

3. UNLESS THE DELIVERY TERMS

The delivery terms indicated in the order accepted by the Supplier are considered binding. Any modification of the aforementioned terms must be authorized in writing by Alutron. In case of failure to comply with the delivery terms, even for part of the order, Alutron will be able to put in place all the measures it deems appropriate to protect itself, until the termination of the contract due to the Supplier's default.

4. DELIVERY

Unless express written agreement on the orders, the goods are always delivered to the Alutron warehouses; any greater burden arising from Alutron from the non-observance of this method will be charged to the Supplier.

5. DELIVERY DOCUMENTS

The delivery notes relating to the goods purchased must contain all the information necessary to identify the order and the nature of the goods described therein: in particular the complete order number and the relevant date must be highlighted, the Alutron codes of the goods indicated in the order and in case of partial deliveries their position in the order.

6. QUALITY LEVEL ACCEPTABLE AND TESTS

6.1 The Supplier, at his own risk and for the entire duration of the this Agreement, will provide the Services to the Company in compliance with the terms of the Contract.

6.2 The Supplier must respect the dates of execution of the Services specified in the Order or, possibly, communicated to the Supplier by the Company.

6.3 In providing the Services, the Supplier:

- (a) cooperate with the Company in all matters relating to the Services and will comply (without additional costs) a all the reasonable instructions provided by the same;
- (b) carry out the Services with the utmost care, competence and diligence, in accordance with the best practices in use in the industrial, professional or sector commercial of the Supplier;
- (c) employ staff with qualifications and the experience adequate to carry out the tasks to him assigned, and in sufficient numbers to guarantee the fulfillment of its obligations in accordance with present Contract;
- (d) guarantee that the Services and the Final Results are comply with the relevant Specification, and that the Final Results are suitable for any purpose explicitly or implicitly communicated to the Supplier by the Society;
- (e) unless agreed with the Company in writing, will provide all the equipment, tools and vehicles and

any other object required to provide the Services;

(f) use the goods, materials, standards and techniques of better quality, and will ensure that the results Finals and all goods and materials supplied and the material delivered to Alutron is understood to be received in custody and custody until acceptance and subsequent acceptance.

(g) ensure that the products / goods are free of second-hand, counterfeit and / or reproduced parts.

(h) The material delivered to Alutron is understood to be received in custody and custody until acceptance and acceptance are made.

(i) Unless otherwise indicated on the order, the supply will be controlled according to ISO 2859, AQL = 1 (one).

(l) The Supplier undertakes to accept inspections, by Alutron and possibly its Clients, on the product or process or quality system, including at its factory, in order to establish the correspondence of the supplies to the requirements and characteristics envisaged by purchase order and / or documents sent by Alutron.

7. OBSOLESCENCE

The Supplier must communicate to the Company in writing and without delay any problems of obsolescence, effective or potential, which relate to the Contract, identifying them of time to time; this communication will include details complete and accurate concerning: (a) problem of identified obsolescence; (b) its impact on implementation of the Contract; and (c) any actions to be taken for minimize the problem (including the related cost). The Supplier must comply with relevant internal procedures cited in the Order, as appropriate.

All extra recurring costs and non-recurring costs, if present, due to obsolescence problems that have emerged during the execution of the Contract, they will be totally a load of the Supplier.

8. DENUNCIATION OF THE VICES AND DEFECTS

The defects and faults of the delivered goods will be reported in writing by Alutron to the Supplier within 60 days. from their relief, even after the test.

9. WARRANTY AND QUALITY LEVEL

The supplier guarantees the good quality and correspondence to the requirements transmitted by Alutron of the goods supplied for the duration of 1 (one) year from delivery and waives the right to invoke prescription and forfeiture clauses, even if provided by law. During this period the Supplier will immediately, following a request made by letter, e-mail, telefax or phone from Alutron, to eliminate any faults / defects found, if necessary with the replacement of the goods, without charge and with the right to Alutron, after three days from the request, to provide directly

or through third parties, with debit related charges. For the interventions under warranty the duration of the same, limited to the object of such interventions, will start again and in full from the date of their execution.

10. GOODS RETURN

The goods refused for excess quantities or for non-compliance will remain available to the Supplier in storage at the Alutron plant, which is liable for any risks, failures, breakages, fires, subtractions, floods, cataclysms and other natural events. The Supplier, which will be responsible for paying all the costs incurred by Alutron, may collect the aforementioned goods directly or provide instructions for redispaching at his own expense and under his responsibility.

11. PRICES

The prices shown in the purchase order are fixed and invariable, in the quoted currency, unless otherwise expressly indicated in the order.

12. INVOICES

Within the terms and according to the law, Alutron must receive invoice indicating the details of the delivery note (s) and the purchase order, as well as the details of the bank on which to pay the payments.

13. PAYMENT

The payments of the invoices will be made in the manner and within the terms agreed and indicated by the purchase order, under no circumstances against trafficking in any type of issue. Alutron reserves the right, on particular supplies identified at the time of the formation of the contract, to provide payment only after the total order evasion.

14. SHIPMENTS

The material ordered, unless specifically indicated on the order, must be sent in a single lot, using the indicated means in order; otherwise Alutron reserves the right to challenge and / or charge the Supplier any further expenses resulting therefrom.

15. PRODUCTION

Alutron reserves the right to check, even without prior notice, at the Supplier's facilities, the progress of production related to supplies in progress.

16. MATERIAL AND INTELLECTUAL PROPERTY PROTECTION

All drawings, documents, gauges, molds, models, instruments, testing and / or production equipment, sample parts and any software elements delivered to the Supplier for the execution of orders remain the property of Alutron and must be returned to

work completed, in good condition. They may only be used for the work they are intended for and only for the supplies requested by Alutron. All information and know-how, which Alutron shares in the Supplier, can not be disclosed or duplicated, even if partial. In default of the above conditions Alutron will charge the Supplier the costs incurred for replacements and / or repairs, as well as any claims for damages. The Supplier warrants that the goods are not produced in contravention to patents or licenses of the patent, as well as the freedom and license to use and trade the product, both in Italy and abroad, thus assuming all responsibility and burden dependent on claims and / or sanctions to the aforementioned obligations. Alutron reserves any civil and criminal judicial action related to violations of the contents of this article.

17. ETHICS CODE AND COMPLIANCE NO-CORRUPTION LAW

17.1 The Supplier must:

- (a) observe all the Company's Code of Ethics, the Anti-Corruption Code and the Model for the control and organizational management of the Company in compliance with the Legislative Decree of 8 June 2001 no. 231 ("Law 231/2001") in force from time to time, available on the Company's website, which the Supplier declares to know and accept in all its parts;
- (b) comply with all applicable laws, statutes and directives on anti-corruption and anti-bribery, including, inter alia, Law 231/2001 and related amendments;
- (c) avoid undertaking illegal activities, practices or conduct;
- (d) promptly notify the Company of any requests or requests for any undue financial or other advantages received from the same in relation to the Contract; and (e) comply with the anti-mafia legislation.

17.2 The Supplier will ensure that any person associated with it, engaged in the provision of services or in the supply of goods in relation to the Contract, performs such tasks only on the basis of a written contract that imposes on that person, with warranty from any actions of the same, conditions equivalent to those imposed on the Supplier in this point 17.

17.3 The Company will have the right to suspend the Contract in case of reasonable suspicion of a violation of the point 17 until the question is resolved with Company satisfaction.

18. APPLICABLE LEGISLATION

In the execution of the Contract, the Supplier must respect:

- (a) all applicable laws and regulations, including, inter alia, the Relevant Regulations applicable from time to time. The obligation contained in this point 19 is in addition to all the other

Conditions that require the Supplier to comply with all applicable laws; is

(b) the Company Quality Requirements for Suppliers, applicable from time to time;

In particular, the Supplier undertakes to:

- . ensure that contracts and / or orders contain the provision of this article;
- . use payment methods that ensure full traceability of each financial movement related to the Order;

The Company reserves the right to request, at any time, also by fax or e-mail, the documentation certifying the fulfillment of the obligations indicated in this article. In case of non-compliance by the Supplier with this provision, the Company may suspend any payments in its favor.

The disputes related to the execution and interpretation of this contract will normally be entrusted to an Arbitration Board or, in the absence of an agreement on the same, will be the exclusive jurisdiction of the Court of Turin.

19. GENERAL REQUIREMENTS

1. For the duration of the Order in reference (Order) the Supplier must guarantee and maintain the application of the Quality System Level that has been recognized in relation for the specific purpose of the qualification.
2. In relation to the type of supply with reference to the Order, ALUTRON COMPONENTI reserves the right to activate a specific Quality Plan or Supply Control Plan.
3. Both during and after the completion of the Order, the Supplier undertakes to promptly provide ALUTRON COMPONENTS with any information relating to continuing airworthiness of the supplied material.
4. In the case ALUTRON COMPONENTI considered it appropriate to carry out a test at the origin, the Supplier shall communicate, with at least 10 working days' notice, the beginning of the relevant acceptance tests.
5. The Supplier must ensure free access to the ALUTRON COMPONENT representatives, and, where applicable, to its customers and to the Military and Civilian Surveillance Authorities.
6. The supply must be carried out in compliance with the configuration and special quality requirements indicated in the Order. Any variation must be previously approved in writing by ALUTRON COMPONENTI.
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. Any material sent to ALUTRON COMPONENTS must be preserved, packaged ALUTRON COMPONENTS and shipped according to the requirements of the Order or, when not specified, according to the best commercial rules (ref: MIL-P-116). For maturing materials, at least ¾ of the maximum life must be guaranteed; the parts and / or the single packs and the relative Certificates of Compliance must report, when applicable: lot / batch number, serial number, assembly date and expiry date.
10. Each material must always be delivered with a Certificate of Conformity to the Order requirements according to "Annex B" of the AQAP-2070 or equivalent document containing at least the same information.
11. The materials supplied by "Dealers / Distributors" must be delivered with a Certificate of Conformity and a copy of the Manufacturer's Certificate of Origin.
12. For the supply of military equipment (see AQAP 2110 Par. 7.4.2 and AER-Q 2110 Par. 7.4.2), all the contractual requirements of the Order in question may be subject to to the Government Quality Assurance (AQG). Said activity of AQG will be eventually notified by the Delegated Authority and

will result in an adequate communication by ALUTRON COMPONENTI to the Supplier.

* For the supply of indirect materials the applicable requirements are those of the order

Date: 02/12/2021.

Signature and Logo of the Supplier for acceptance:

.....

84MOD01_03