

Art. 1 - General Conditions

1.1 The supply referred to in our purchase order (hereinafter Order), unless otherwise specified by the special and specific conditions of the order itself, is governed by these General Conditions of Supply detailed below, which constitute an integral connection between the parties and render ineffective any other previous statement or communication between the parties, including any condition or statement contained in any other document sent simultaneously or subsequently to the signing of the Order Confirmation by the Supplier to HOMBERGER S.p.A (hereinafter HOMBERGER).

1.2 Within 30 days from the date of the Order, the Supplier must sign and send to HOMBERGER the Order Confirmation attached to the same. If the Supplier does not return the aforementioned Order Confirmation duly signed within the above term, the Order will be considered accepted.

2. Specific Conditions according to EN 9120 – 9100 2018

For supplies intended for the aerospace, space, and defense markets, the Supplier undertakes to apply the requirements requested by the EN 9120 – 9100 2018 standard paragraph 8.5 and to apply the Customer's requirements indicated in the purchase order.

Art. 3 - Delivery Terms

3.1 The delivery must be executed in accordance with the conditions indicated in the Order. Any modification to these conditions must be authorized in writing by HOMBERGER.

3.2 If the Supply is delivered more than one week in advance, compared to the contractual delivery date, HOMBERGER will have the right to:

(i) return it at the risk and expense of the Supplier; or
(ii) accept it, deferring the payment to the date on which the related invoice would have been paid if the contractual delivery had been respected.

3.3 In case of delayed delivery, HOMBERGER may apply a penalty to the Supplier equal to 1% of the value of the delayed Supply, for each week of delay following the two-week grace period, up to a maximum of 10% of the total value of the Order. In any case, HOMBERGER may partially or totally terminate the Order in accordance with clause 17.1 or, alternatively, procure the delayed Supply elsewhere. It is understood and agreed that HOMBERGER will have the right to retain the sums due to it as a penalty by offsetting them against the payments due to the Supplier.

3.4 Quantities exceeding or lacking compared to those indicated in the Order will not be accepted.

Art. 4 - Mandatory Requirements

The supplier must ensure and automatically complete the product update to legislative revisions and regulatory requirements as follows:

A. Material subject to REACH.

In case of supply of substances, mixtures, and articles as defined by Art. 3 of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH), the supplier must attach the updated safety data sheets in English and Italian, compliant with Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labeling, and packaging of substances and mixtures, directives amending and repealing Directives 67/548/EEC and 1999/45/EC, and Regulation (EC) No. 1907/2006, for each material supplied, as it is or combined with any other material part of the supply.

The lack of the above documentation will be considered a material breach of the contract and a sufficient condition to reject the delivery as non-compliant.

B. Prohibited material (asbestos and ionizing radiation).

The supplier guarantees not to use asbestos or any material emitting ionizing radiation in the supplied products. The use of such materials is prohibited, and the products must comply with:

- Directive 2009/148/EC of the European Parliament and of the Council of 30 November 2009 on the protection of workers from the risks related to exposure to asbestos at work.
- Law 27 March 1992, No. 257, governing the rules on the cessation of asbestos use.
- Council Directive 2013/59/Euratom of 5 December 2013, which defines basic safety standards.

In case of request, the lack of the above documentation will be considered a material breach of the contract and a sufficient condition to reject the delivery as non-compliant.

C. Legal and regulatory requirements.

The supplier guarantees that the products subject to the contract will comply with the applicable mandatory requirements such as directives, regulations, laws, etc. In particular, applicable laws and regulations of the USA, UK, and EU regarding the use of Russian metals (Council Regulation (EU) No.

2023/1214 of 23 June 2023 amending Regulation (EU) No. 833/2014). These mandatory requirements cannot be waived.

D. Certification / Safety declaration.

If the product is:

- "armament materials," the supplier provides the relevant declaration;
- "common use / dual use," the supplier provides the certifications / declarations of conformity to the applicable mandatory requirements (regulations, CE marking, OSD, etc.). In case of request, the lack of the above documentation will be considered a material breach of the contract and a sufficient condition to reject the delivery as non-compliant.

Ar. 5 - Property

5.1 The property of the Supply will pass to HOMBERGER upon delivery. This transfer of ownership does not constitute acceptance of the Supply.

Art. 6 - Acceptance

6.1 The acceptance of the Supply will be carried out by HOMBERGER's Quality Control, which will have the right to reject it if it does not comply with the Order requirements, is not suitable for the purpose, or in case of defects or flaws. The rejected Supply will be returned at the risk and expense of the Supplier.

6.2 Any non-conformity or defect of the Supply will be notified in writing to the Supplier at the end of the acceptance procedure, within thirty (30) days from discovery, even if the related invoice has already been paid.

6.3 The Supplier acknowledges and agrees that the non-accepted Supply will be considered as never delivered and in such case, clause 2 will apply.

Art. 7 - Prices and Payments

7.1 The prices indicated in the Order are fixed until the completion of the Supply. Payments will be made within 90 days from the end of the month of the invoice date by bank transfer or in accordance with the terms specified in the Order, provided that: (i) a valid invoice has been issued; (ii) the Supply has not been rejected in accordance with the provisions of clause 4.

7.2 Any contractual defaults notified by HOMBERGER to the Supplier in relation to one or more existing Orders will entitle HOMBERGER to suspend payments until the Supplier has remedied them.

7.3 The credit deriving from the Order cannot be transferred or assigned to third parties.

7.4 The Supplier may not issue drafts or promissory notes or similar forms of payment.

Art. 8 - Intellectual Property

8.1 Where the Supply specified in the Order must be executed in accordance with projects, drawings, technical specifications, and any documentation (hereinafter referred to as "Data") owned by HOMBERGER and/or its licensees, the Supplier undertakes to use the Data exclusively for the purposes provided for in the Order, and also not to copy them or communicate them to third parties without the written consent of HOMBERGER. Such Data must be returned to HOMBERGER following fulfillment or termination of the Order.

Art. 9 - Indemnity

9.1 In relation to the activities in the Order, the Supplier agrees to indemnify HOMBERGER from any action or claim for damages or indemnity by third parties arising from: (i) damages, losses, death, or injuries caused by actions, negligence, or omissions by the Supplier or its subcontractors even if unauthorized; (ii) alleged or actual violations of patents, registered designs, trademarks, or copyrights existing or pending at the date of the Order and relating to the Supply.

Art. 10 - Warranty and Customer Support

10.1 The Supplier guarantees that the Supply complies with the requirements set out in the Order and its attachments and that it is (i) free from material and/or manufacturing defects; (ii) free from design defects; (iii) free from software defects, where applicable.

10.2 The warranty period for defects referred to in points (i), (iii) is eighteen (18) months from the date of delivery of the Supply or twelve (12) months from the date of delivery of the Supply to HOMBERGER's customer, whichever occurs first.

10.3 If such defects or malfunctions are not remedied by the Supplier within thirty (30) days from HOMBERGER's notification, the latter will have the right to terminate the Order pursuant to clause 16.1.

10.4 Any repairs to the Supply will not alter the remaining warranty period at the time of the defect notification.

10.5 For a period of 10 years from the date of the Order, the Supplier guarantees HOMBERGER and its customers prompt assistance and availability of spare parts.

Art. 11 - Compliance with the Code of Ethics

With reference to Legislative Decree No. 231 of 8.6.2001 concerning the Administrative Responsibility of Legal Entities, HOMBERGER has approved its own Organization, Management, and Control Model together with the Code of Ethics. This Code, available on the website www.homberger.com, lists the principles to which certain activities of the Supplier must conform.

The violation of these principles will allow HOMBERGER to terminate the Order in accordance with clause 16.1.

Art. 12 - On-site Activities

12.1 In the event that any of the activities for the execution of the Order must be performed at HOMBERGER's premises/offices, the Supplier must comply with the General Working Conditions in force at HOMBERGER, which it is obliged to request before the start of said activities.

Art. 13 - Assignment and Subcontracting

13.1 The Order may not be assigned by the Supplier to third parties without the prior written consent of HOMBERGER.

13.2 Any subcontracting will be authorized exclusively to subcontractors previously approved by HOMBERGER, without prejudice to all the Supplier's responsibilities and obligations in the execution of the Order.

Art. 14 - Access to the Supplier

14.1 The Supplier guarantees HOMBERGER and/or its Customer and/or the competent authorities the right of access to the pertinent areas at all levels of the supply chain involved in the commissioned activity and to all applicable records.

Art. 15 - Amendments to the Order

15.1 The Order may only be amended in writing and the Supplier must sign and send to HOMBERGER the Order Amendment Confirmation.

Art. 16 - Confidentiality

16.1 All information and Data contained in the Order and its attachments must be considered strictly confidential and used for the purposes of the Order and may not be communicated to third parties.

Art. 17 - Termination and Withdrawal

17.1 HOMBERGER will have the right to terminate the Order in whole or in part by written notification effective from the date of its receipt by the Supplier, in the following cases:

- (i) failure to deliver the Supply on the agreed delivery dates;
- (ii) non-compliance of the Supply with the technical-qualitative requirements provided in the Order;
- (iii) failure to comply with the provisions of clauses 7, 9, 10, 11, 12, 13, 14, and 16;
- (iv) violation of applicable social security, insurance, accident prevention, and environmental regulations that cause harm or damage to HOMBERGER;
- (v) the Supplier ceases its activities, as well as in case of insolvency, bankruptcy, preventive agreement, or any insolvency procedure against it;
- (vi) the Supplier does not comply with the mandatory requirements referred to in point 4.

17.1.1 In case of termination of the Order, HOMBERGER will be entitled to reimbursement of costs, expenses, and charges incurred, including those deriving from the procurement of the Supply from third parties, in addition to compensation for further damages actually suffered as a consequence of such termination.

Art. 18 - Applicable Law

18.1 This Order is governed by Italian law. Any dispute arising in connection with or concerning the Order will be subject to the exclusive jurisdiction of the Court of Genoa.