

SUPPLY TERMS AND GENERAL QUALITY REQUIREMENTS – INTEGRAL PART OF PURCHASE ORDERS

1. INTRODUCTION

BASIS OF THE CONTRACT

1.1 The purchase order (Order) accompanying the following terms constitutes an offer by FASTLOC sole shareholder SpA, for the purchase of Goods and/or Services from the supplier indicated therein (Supplier) subject to and in accordance with these Conditions and any particular conditions established in the Order. In the event of a conflict between the Conditions and any particular conditions established in the Order, the latter will prevail over the Conditions. The Order is considered accepted by returning a copy of it (including attachments) duly signed by the Supplier, within FIVE (5) calendar days of its issue by the Company. After this period of time, the Company has the right to cancel the Order or possibly consider the late acceptance by the Supplier as valid and effective. Orders issued via agreed electronic means will be considered received on the date of dispatch.

1.2 These Conditions govern the Contract and exclude the application of any other term or condition that the Supplier attempts to impose or insert, which is implied by usage or commercial practice.

1.3 All these Conditions will apply to the supply of Goods and Services, except where it is expressly provided that they apply only to one or the other.

These general conditions, together with the drawings, technical specifications, quality notes and anything else attached, constitute an integral part of the purchase orders of FASTLOC SpA a socio Unico (hereinafter FASTLOC or Company) for anything not specified otherwise in the orders themselves.

They are considered implicitly accepted with the signing of the order for acceptance by the Supplier, who waives the clauses contained in its general conditions of sale, if different from those reported here.

Any exception to the general and specific conditions indicated in the order will be valid only if accepted in written form by FASTLOC.

If, within 5 days, from the date of issue of the order, such acceptance has not been received, and the order is still processed in whole or in part, FASTLOC will have the right to consider the order as accepted in full and without exceptions. It is understood that the Supplier accepts these general supply conditions. The order is not transferable.

2. DELIVERY TERMS

The delivery terms marked on the order accepted by the supplier are considered binding. Should any possible

changes/adjustments to the aforesaid terms, this will have to be authorized through written form by FASTLOC. In the event of failure to comply with the delivery terms, even for a part of the order, FASTLOC may carry out all the precautions it deems suitable to protect itself, up to the rescission of the contract due to the Supplier's default.

3. DELIVERY

Unless expressly agreed otherwise in writing on orders, the goods are always considered to be delivered at FASTLOC's warehouses; any additional charge arising to FASTLOC from failure to comply with this method will be charged to the Supplier.

4. DELIVERY DOCUMENTS

The delivery notes concerning the purchased goods must include all the necessary information to identify the order and the nature of the goods described therein. In particular, the complete order number and the respective date, FASTLOC's part numbers of the goods shown on the order, and in case of partial deliveries, their position in the order must be highlighted.

5. SUPPLY OF SERVICES AND ACCEPTABLE LEVEL OF QUALITY AND TESTS/TRIALS

5.1 The Supplier, at its own risk and for the whole duration of the contract, will supply the Services to the Company in compliance with the Contract's terms.

5.2 The Supplier will have to observe the dates mentioned in the Order or, eventually, communicated to the Supplier from FASTLOC.

5.3 By supplying the Services, the Supplier will:

- (a) Cooperate with the Company in all matters relating to the Services, and will comply to (without additional costs) all the reasonable instructions provided by the Company.
- (b) Carry out the Services with the utmost care, competence and diligence, in accordance with the best practices in use by the industrial, professional or commercial sector of the Supplier.
- (c) Employ personnel with the qualifications and a suitable experience to carry out/perform the given tasks, and in sufficient numbers to guarantee the fulfillment of its obligations in accordance with this Contract.
- (d) Ensures that the Services and Final products are in line with the relevant Specification, and that the Final Results are suitable for any purpose explicitly or implicitly communicated to the Supplier by the Company;

(e) Unless agreed with the Company in written form, it will supply all the equipment, instruments and vehicles, as well as any other object necessary for the Services' supply;

(f) Use the goods, materials, standards and techniques of the best quality, ensuring the conformance of the Final Results, all the goods and of the supplied material;

(g) Guarantee that the products/goods not include secondhand, forged/re-produced parts;

(h) The material shipped to FASTLOC is considered as delivered in storage and in custody until inspection and the subsequent acceptance;

(i) The Supplier commits itself to accepting inspectatorial inspections by FASTLOC and possibly by its clients, on the product or the process or quality system, also at its plant, in order to establish the compliance of the supplies with the requirements and characteristics defined in the purchase order and/or document sent by FASTLOC.

6. OBSOLESCENCE

The Supplier has to communicate to the Company eventual obsolescence issues, actual or potential ones, concerning the Contract, in written form and with no delay, identifying them from time to time. This communication will include complete and accurate details regarding:

- (a) The identified obsolescence issue;
- (b) Its impact on the Contract's execution;
- (c) Possible actions to undertake to minimize the issue (including its respective costs);

The Supplier will have to follow the relevant internal procedures stated on the Order, depending on the case. All the extra recurring costs and non-recurring costs, if present, due to obsolescence issues that have arisen during the Contract's implementation, will be completely dependent on the Supplier.

7. REPORT OF / DENUNCIATION OF DEFECTS AND FLAWS

The defects and flaws of the goods that are delivered will be reported by FASTLOC, in written form, to the Supplier within 60 days from their detection, even if subsequent to testing and detected by the Company's customer.

8. QUALITATIVE STANDARDS

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The supplier ensures the good quality and correspondence with the requirements transmitted by FASTLOC of the goods supplied and waives the right to invoke limitation and forfeiture clauses, even if required by laws. Following requests by letter, e-mail, fax or telephone from FASTLOC, the supplier will promptly eliminate whichever defect found, if necessary by replacing the goods, without charging additional costs and with FASTLOC's right, after three days from the request, to provide directly or through third parties, with the related costs being charged.

9. RETURN OF GOODS

The rejected goods due to excess/surplus quantity, or due to non-conformity, will remain at the Supplier's disposal, unsold at FASTLOC's warehouse, which will not take responsibility for the goods in the event of risks, damages, breakages, fires, thefts, floods, cataclysms and other natural events. The Supplier, who will be responsible for the payment of all the charges that FASTLOC bears, will be able to pick up the goods directly, or provide clear instructions for the re-shipment, at one's own expense and under its full responsibility. The goods intended for the Aerospace sector that turn out to be scrap shall be rendered unusable before being returned to the supplier, preventing the non-conforming lot from re-entering the supply chain. Ensuring that the non-conforming batch does not re-enter the supply chain, FastLoc shall not accept the resubmission of the same batch, even if subjected to selection and/or rework.

10. PRICES

The prices reported on the purchase order are considered fixed and invariable, in the stated currency, unless different terms explicitly stated on the Order itself.

11. INVOICES' SUBMISSION/PRESENTATION/FORMAT

Within the terms and in accordance with the law, FASTLOC must receive an invoice containing the delivery note(s) and the purchase order's details, as well as the bank details to which the payments are to be made.

12. PAYMENTS

The invoices' payments will be made in the methods and terms agreed and shown on the purchase order.

FASTLOC has the right, for different supplies identified upon the definition of the contract, to proceed with payment only after the order has been fully processed.

13. SHIPMENTS

The purchased material, unless specific instruction shown on the order, will have to be shipped in a single lot using the means of transport stated on the order; otherwise, FASTLOC has the right to dispute and/or charge the Supplier further expenses that may arise.

14. PRODUCTION PROGRESS

FASTLOC has the right to control the production progress, even without notice, at the Supplier's plants

15. PROTECTION OF MATERIAL AND INTELLECTUAL PROPERTY?

All the designs, documents, callipers, moulds, models, tools, testing and/or production equipment, sample pieces and possible software elements given to the Supplier for the orders' realization, remain FASTLOC's property; once the work is complete, they will have to be returned in good conditions. They may be used only for the processes for which they are intended and only for the supplies requested by FASTLOC. All the information and know-how, shared by FASTLOC to the Supplier, cannot be subject to disclosure and duplication of any kind, even if partial. In the absence of the above conditions, FASTLOC will charge the Supplier for the costs incurred for replacements and/or repairs, in addition to any requests for compensation of damages. The Supplier ensures that the goods are not manufactured in contravention of patents or licenses, as well as the freedom and license to use and trade the product, both in Italy and abroad, thus assuming all responsibility dependent on claims and/or sanctions for the aforementioned obligations. FASTLOC can undertake any possible civil, judiciary and penal action connected to the violation of the contents of this article.

16. ETHICAL CODE AND CONFORMANCE TO THE ANTI-CORRUPTION REGULATION

16.1 The supplier will have to

(a) observe all the Company's ethical Codes, the anti-corruption Code and the Company's Organizational Control and Management Model in accordance with the Legislative Decree of 8 June 2001 n.231 ("Law 231/2001")

in force from time to time, which the Supplier declares to know and accept in all of its parts;

(b) observe all applicable laws, statutes and directives in the matter of anti-corruption and anti-extortion, including, among other things, Law 231/2001 and related amendments;

(c) Avoid undertaking illegal activities, practices or conduct

(d) promptly notify the Company of possible requests or demands of eventual undue financial advantages or for other types of advantages, received by itself in connection with the Contract;

(e) be compliant with anti-money legislation

16.2 The Supplier will ensure that any person associated with it, engaged in the provision of services or the supply of goods in connection with the Contract, carries out such tasks only on the basis of a written contract imposing on such person, with security against any actions of the same, conditions equivalent to those imposed on the Supplier in this point 17.

16.3 The society will have the right to interrupt the Contract in the event of reasonable suspicion of a breach of clause 17 until the matter is resolved with satisfaction of the Company.

17. APPLICABLE LEGISLATION

CONFORMITY WITH LAWS AND REGULATIONS

For the entire duration of the Contract, the Supplier must respect

(a) all applicable laws and regulations, including, among others, the Relevant Regulations in force from time to time. The obligation included in this point 19 is in addition to all the other Conditions which require the Supplier to comply with all current laws;

(b) The Company's quality requirements for the Suppliers, applicable from time to time;

The supplier will especially:

. guarantee that the contracts and/or orders include the disposition of the current article;

. use methods of payments that ensure the full traceability of any financial transaction related to the Order

The Company has the right to request, at any time, even by fax or e-mail, the documentation certifying the fulfillment of the obligations stated in the current article.

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In the event of failure by the Supplier to comply with this disposition, the Company could cease possible payments to it.

Disputes relating to the execution and interpretation of this contract will normally be entrusted to an Arbitration panel, or in the absence of agreement on the Arbitration Panel, it will fall under the exclusive jurisdiction of the Court of Turin.

18. GENERAL REQUIREMENTS

18.1. For the duration of the Order in question (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 Supplier qualification.

18.2. In relation to the type of Supply in reference to the Order, FAST.LOC has the right to set in motion a specific Quality Plan or Supply Control Plan.

18.3. Both during and after the Order's completion, the Supplier commits itself to promptly provide FAST.LOC any information concerning the continued airworthiness of the supplied material.

18.4. Should FAST.LOC deem it appropriate to carry out a test at the source, the Supplier must communicate, within 10 working days' notice, the beginning of the relevant acceptance tests.

18.5. The Supplier must guarantee free access to the plants to FAST.LOC's representatives, and where applicable, to its clients and the Military and Civil Surveillance Authorities.

18.6. The supply must be made in compliance with the configuration and special quality requirements defined on the Order. Any variation must be approved in advance, in written form, by FAST.LOC.

18.7. Parts/Assemblies have to be identified and serialized as required by the applicable technical and/or productive documentation.

18.8. The complete traceability of the supplies must be guaranteed, from the finished product up to the materials/components' receipt.

18.9. Each material sent to FAST.LOC must be preserved, packaged and shipped according to the Order's requirements or, if not specified, based on the best sales' regulations (reference VILP-116). For materials with expiry dates, at least ½ of the shelf life has to be guaranteed; the parts and/or individual packages and the related Certificates of Conformity must report, when

applicable: lot/batch number, serial number, production date and expiry date.

18.10. Each material must always be delivered with a Certificate of Conformity with order requirements.

18.11. The materials supplied to FAST.LOC have to be delivered with a Certificate of Conformity and a copy of the Manufacturer's Certificate of Origin.

18.12. For the supply of military material, all contractual requirements of the Order may be subject to the Government Quality Assurance (AQO).

The AQO activity will eventually be reported by the delegated Authority, and will entail adequate communication by FAST.LOC to the Supplier

Date:

Supplier's signature and stamp for approval

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