

GENERAL TERMS AND CONDITIONS OF SUPPLY.

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1.	PURPOSE.....	Errore. Il segnalibro non è definito.
2.	INTRODUCTION	2
3.	SUPPLY OFFER	2
4.	SUPPLY ORDER	2
5.	QUALITY OF SUPPLIES.....	3
5.1	PRODUCTS	Errore. Il segnalibro non è definito.
5.2	SERVICES	3
6.	VERIFICATION OF PRODUCT AND SERVICE SUPPLY	4
7.	WARRANTY	4
8.	PENALTIES	5
9.	INFORMATION MANAGEMENT	6
10.	APPLICABLE LAW AND JURISDICTION	7

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1. PURPOSE

The present Specifications define the General Conditions applicable to the supply of parts and services intended for CAM S.r.l., with particular emphasis on operational aspects that are crucial to ensuring the quality of both the product and the service within the contractual relationship.

These General Conditions of Supply may be subject to changes over time, depending on technological advancements and alterations in the organizational context related to the supply relationships between CAM S.r.l. and its suppliers. CAM S.r.l. shall be responsible for publishing the updated document on its website and notifying the relevant parties. The supplier, in turn, undertakes to return the newly updated specifications, duly signed for acceptance, within 15 working days from the date of notification of the publication on the website.

2. INTRODUCTION

It is of primary interest to CAM S.r.l. to ensure that its products meet high levels of safety, quality, reliability, technical updates, services, and highly competitive costs.

These General Conditions of Supply are to be considered an integral part of the contractual relationship following the completion of each order issued by CAM S.r.l.

Any deviations or additional conditions to the General Conditions will be valid only if agreed upon in writing.

Any unilateral modifications and/or additions by the Supplier to the Order or to the General Conditions, as well as any general conditions prepared by the Supplier, will be valid only upon specific written acceptance by CAM S.r.l.

The signing of orders in the manner described in the document implies acceptance of these General Conditions of Supply.

Given the above, both the end customer and the supplier commit to all that is specified in this specification, unless otherwise stated in the orders for points that differ from the General Conditions of Supply.

3. SUPPLY OFFER

The Supplier is required to submit the Supply Offer and any other documents related to the supply conditions to the Purchasing Department of CAM S.r.l. Any agreement with other functions within CAM can only be considered valid and binding if expressly confirmed in writing by the Purchasing Department of CAM S.r.l.

The offer must clearly and in detail outline the technical specifications, materials, services, and timelines previously agreed upon.

The document must also include all information concerning the handling of data that CAM S.r.l.

GENERAL TERMS AND CONDITIONS OF SUPPLY.

will provide to ensure proper supply, in accordance with the terms agreed upon regarding the storage, use, and confidentiality of Sensitive Data of CAM S.r.l. and the end customer.

4. SUPPLY ORDER

The Order becomes irrevocable from the moment CAM S.r.l. receives the written acceptance from the Supplier, which must be expressed within 5 working days via email, by forwarding the duly signed Order.

In the event that CAM S.r.l. does not receive the Supplier's express acceptance in the aforementioned manner, the execution of the supply shall be deemed accepted in its entirety, including all the specifications stated in the order or as attached. Any information that is attached, referenced, added, or modified by the Supplier in the Order Confirmation or elsewhere shall have no validity unless expressly accepted in writing by CAM S.r.l.

CAM S.r.l. may request modifications to the quality, quantity, characteristics, and/or delivery date of the goods/services ordered. Such modifications must be promptly carried out by the Supplier. If these changes affect the delivery times or costs, the Supplier may request an adjustment to the agreed price or delivery terms, which must be authorized by CAM S.r.l. in terms of costs and timelines.

Any requests for modifications to the Order will be formalized by sending them to the Supplier via email.

It is the Supplier's responsibility to submit a proposal for modification to CAM S.r.l., detailing the product description and related coding, any cost changes with itemized details, and any potential impact on the delivery schedule. Failure to submit the modification proposal within 5 working days shall constitute tacit and full acceptance of the content.

In the event of Order Cancellation, the Supplier shall have the right to request compensation for the work already performed and for the direct costs already incurred in relation to the canceled Order, as agreed. However, such compensation excludes the profit margin, raw materials already procured but not yet processed, and partial work.

No compensation is provided in the event of delays and/or temporary suspension of the project caused by the end customer and not attributable to CAM.

5. QUALITY OF SUPPLIES

5.1 PRODUCTS

The Supplier undertakes to carry out the necessary activities to ensure the quality of the PRODUCTS. In particular, the Supplier is committed to implementing and maintaining operational processes, production means, and control systems that reliably and permanently ensure the delivery of the commissioned product to CAM S.r.l. free from defects, in accordance with the specifications and regulations.

Before delivery, the Supplier will carry out and/or have carried out the necessary tests and inspections to ensure, verify, and certify the conformity of the PRODUCTS according to the technical documentation and reference standards provided.

The Supplier will provide CAM S.r.l. with certification of the favorable outcome of the aforementioned tests to certify conformity and, where required, the documentation certifying the

GENERAL TERMS AND CONDITIONS OF SUPPLY.

obtaining of the approvals prescribed by the regulations.

However, the results of these inspections will not bind CAM S.r.l., which reserves the right to perform or request further inspections, checks, or clarifications before authorizing the delivery or acceptance of the PRODUCT.

The issuance of the Supply Approval by CAM S.r.l. does not affect the Supplier's full responsibility to guarantee the product's conformity with the specifications.

CAM S.r.l. has the right to check, at any time, the correct execution of the supply. To this end, the Supplier will ensure free access to its premises and facilities as well as those of any third parties at any time, with reasonable prior notice.

If the execution of the supply does not proceed according to the conditions established in the Contract, CAM S.r.l. may set a reasonable deadline within which the Supplier is required to comply with the aforementioned conditions. If the deadline passes without compliance, CAM S.r.l. will have the right to terminate the Contract, in whole or in part, without payment for any items already PRODUCED.

5.2 SERVICES

The Supplier undertakes to carry out the necessary activities to ensure the quality of the requested/provided SERVICES. In particular, the Supplier is committed to implementing and maintaining all necessary means to avoid any interruption of the supply throughout the entire agreed period, in accordance with the explicit requirements in the supply order, this "General Terms and Conditions of Supply" document, and the relevant specifications/regulations.

The Supplier will provide, when requested by CAM S.r.l. or according to the relevant regulations, certifications and/or authorizations for the provision of the SERVICE.

The SERVICE provided must be carried out in its entirety in accordance with the explicit requirements of the supply order or according to the technical standards declared during the request for the offer.

The issuance of the Supply Approval by CAM S.r.l. does not affect the Supplier's full responsibility to guarantee the conformity of the SERVICE to the specifications.

If the execution of the supply does not proceed according to the conditions established in the Contract, CAM S.r.l. may set a reasonable deadline within which the Supplier must comply with the aforementioned conditions. If the deadline passes without compliance, CAM S.r.l. will have the right to terminate the Contract, in whole or in part, without payment for any items already produced.

6. VERIFICATION OF PRODUCT AND SERVICE SUPPLY

CAM S.r.l. reserves the right to inspect the product upon acceptance and at various stages for the services provided, using methods deemed necessary to verify the compliance of what has been supplied, in accordance with the request and/or specific requirements.

Acceptance does not affect the Supplier's full responsibility to ensure the compliance of the product or service delivered/provided.

In the event of a non-compliant product or service, reference is made to Chapter 7 and Chapter 8 of these "General Terms and Conditions of Supply."

GENERAL TERMS AND CONDITIONS OF SUPPLY.

7. WARRANTY

The Supplier guarantees the quantitative compliance of the goods ordered, both as agreed and as stated in the delivery notes. In case of a quantitative non-compliance, CAM S.r.l. reserves the right to return the excess at the Supplier's expense and risk if not collected by the Supplier within 7 days, or to promptly request the delivery of the missing part.

The equipment, containers, materials, semi-finished products, or other items provided to the Supplier by CAM S.r.l. remain the property of CAM S.r.l. The Supplier is responsible for the loss, theft, destruction, or damage of such goods or products.

The Supplier guarantees, for a period of 24 months from the date of the final Customer's approval, that each supplied item is free from incorrect or missing processing, non-conforming assembly, materials different from those supplied by CAM S.r.l., improper thermal and/or surface treatments, and conforms to the technical specifications provided or made available. The product must be new, crafted according to industry standards, fully functional, suitable for the particular purpose it was intended for, and manufactured in compliance with the applicable regulations for the specific type of product, and provided with the necessary certifications.

For mechanical designs, plants in general, and provided services, the Supplier guarantees that the product/service provided complies with the requested specifications, the specifications of the final Customer's technical requirements provided by CAM S.r.l., and applicable regulations. The Supplier shall deliver, along with the design/service provided, the technical documentation, the specifications requested at the time of the order, and the relevant certifications attesting that the deliverables have been completed in accordance with industry standards.

In the event of defects and/or non-compliance occurring during the warranty period, CAM S.r.l. shall have the right, depending on its production needs, to request the replacement or repair of the goods.

If the defects and/or non-compliance are related to design defects, the Supplier shall be obligated to restore the situation within the agreed-upon terms, remaining responsible for anything constructed/installed based on the non-compliant design.

To exercise the rights outlined above, CAM S.r.l.'s claims must be submitted to the Supplier within 30 working days from the date the defect is detected. The Supplier commits to carrying out the required interventions based on these claims, subject to the right to inspect, with prior authorization and at its own expense, the validity of the disputed defects at the final Customer's installation sites, as indicated by CAM S.r.l.

All expenses and costs, including transport charges, incurred for the execution of activities required under this warranty, as listed above, shall be borne exclusively by the Supplier.

GENERAL TERMS AND CONDITIONS OF SUPPLY.

The Supplier must fulfill the obligations under this warranty as quickly as possible, giving particular attention to minimizing the negative impact on the production needs of CAM S.r.l. or the final Customer.

It is understood that, if the Supplier's execution timelines negatively impact the production needs, CAM S.r.l. has the right to proceed independently or through third parties to remedy the defect and/or non-compliance, or to purchase substitute goods, with the costs and expenses incurred for fault detection, disassembly, and reassembly of the defective component being recharged to the Supplier. Goods or their components that are repaired or replaced will be subject to a new warranty period, as described above, starting from the moment they are returned to service.

Except for goods produced based on the intellectual and/or industrial property rights of CAM S.r.l., the Supplier guarantees that the use of the supplied goods, or their components, does not infringe on the intellectual and/or industrial property rights of third parties, both in Italy and abroad, taking on the responsibility of promptly resolving any third-party claims and keeping CAM S.r.l. indemnified and held harmless from such claims and protected from any action.

In the event that CAM S.r.l. is sued or accused of violating regulatory provisions concerning its products due to the defects or non-compliance of the supplied and installed goods, the Supplier shall be obligated to indemnify and hold CAM S.r.l. harmless from all damages incurred. CAM S.r.l. shall inform the Supplier as soon as it becomes aware that the violation or accusation is based on the defects or non-compliance of the supplied goods.

If CAM S.r.l. needs to carry out a recall or remediation campaign for products processed in its plants due to the defects or non-compliance of the supplied goods, in order to replace, repair, or bring them into compliance with the technical and/or regulatory requirements indicated by CAM S.r.l., the Supplier, even if the defect or non-compliance is discovered after the warranty period has expired, shall contribute to the costs incurred by CAM S.r.l. for implementing the campaign to the extent agreed upon between the Parties.

8. PENALTIES

By accepting the order, the Supplier contractually commits to deliver what is required in full compliance with the applicable technical requirements, within the specified times and methods, guaranteeing the conditions outlined in point 7 of this document. CAM S.r.l. reserves the right to charge the Supplier for damages resulting from non-compliance and delays attributable to them, identified at the CAM S.r.l. facilities or at the final Customer's site.

The main types of charges are: incorrect design, non-compliant programming, incorrect quantities, non-compliant product, malfunction due to incorrect designs or programming, non-compliant materials and treatments or those different from what was requested, failure to meet timelines, Job Stop by the final Customer or CAM S.r.l., exceptional transports, interventions at Customers' premises, or any additional costs requested by the final Customer or incurred by CAM S.r.l.

GENERAL TERMS AND CONDITIONS OF SUPPLY.

The above does not replace the Supplier's responsibility to restore what is required within the agreed timelines and methods with CAM S.r.l.

9. INFORMATION MANAGEMENT

The technical specifications, drawings, and any other information, whether written or oral, provided by CAM S.r.l. to the Supplier for the design and/or production of the ordered goods remain the exclusive property of CAM S.r.l. and may only be used for the execution of the Order. In relation to the Technical Information, the Supplier, even after the termination of the supply relationship, is required to keep them confidential, return them to CAM S.r.l. upon request, not reproduce or copy them except within the limits expressly authorized by CAM S.r.l., and not transmit or disclose them to third parties. The Supplier is also prohibited from filing patent applications or requesting other forms of industrial protection, producing or having third parties produce, directly or indirectly, for use in productions and marketing other than the execution of the CAM S.r.l. Order, and from creating goods or their components designed or made using the aforementioned Technical Information. The Supplier shall impose and ensure compliance with the obligations arising from this article on their personnel and any third party working with the Supplier, to whom the Supplier has been previously authorized by CAM S.r.l. to transmit the Technical Information within the execution of the Order.

Everything described and signed by the Supplier in the document "MR-ID13 Non-Disclosure Agreement" concerning the management of sensitive information owned by CAM S.r.l.

The Supplier consents to the processing of their personal data, which will be processed in accordance with the Personal Data Protection Code, to fulfill the obligations arising from and/or related to the supply contracts/orders and to comply with related legal obligations, including fiscal, administrative, and accounting matters.

10. APPLICABLE LAWS AND JURISDICTION

For anything not expressly provided for in this document, reference is made to the Italian Civil Code.

Any dispute concerning the interpretation, execution, validity, or termination of any Contract and these General Terms and Conditions, which is not resolved amicably between the Parties, shall be subject to the exclusive jurisdiction of the courts of the Torino district.