



## GENERAL CONDITIONS OF PURCHASE AND QUALITY OF GOODS AND SERVICES

Dear Supplier,

Diapath has always been committed to improving the quality and level of service to its customers, also through the excellence of the materials and services it purchases.

In this perspective, Diapath Suppliers represent, as an integral part of the process chain, a key element for the success of corporate strategies.

In order to consolidate the collaboration between the company and its main suppliers to achieve the best results together, we share with you these General Conditions of Purchase and Quality (hereinafter General Conditions) in the supplies to be returned, so as to create an increasingly effective and efficient partnership together.

The present general conditions are subdivided into three parts, the first explains times and purchase methods, the second refers to qualitative processes and the third contains final rules.

### A) PART ONE - GENERAL PURCHASE CONDITIONS

#### 1. Scope of application

The present General Purchase Conditions (hereinafter referred to as "General Conditions") will apply to all sales of goods and / or services supplied by the Supplier (as defined below) in favor of Diapath spa (as defined below), in execution of Purchase Orders that may be issued from time to time by Diapath, unless a specific contract between the Parties governing the terms and conditions of supply of certain goods or services.

In this case the provisions of the specific contract will apply, limited to the specific supplies governed by it.

These General Conditions will prevail, if accepted expressly or tacitly with the completion of the order pursuant to the following point 3.2, on possible general or particular sales conditions of the Supplier.

Any modification, integration and / or derogation from these General Conditions will be valid only in the case of specific written acceptance of Diapath.

Changes and additions to the General Conditions will be limited to the specific purchase for which they are agreed.

#### 2. Definitions

In the context of these General Conditions the following terms will have the meaning indicated below:



"Supplier" means any supplier of goods or services that has business relations with Diapath;

- "General Conditions" means these conditions;

With "Diapath" it must be understood as Diapath S.p.A., with registered office in Martinengo, Via Savoldini 71, VAT number n. 02705540165;

With "Diapath Affiliate" it must be understood as any legal person / entity directly or indirectly controlled by Diapath or subjected to the common control of Diapath; this control means that exercised through the ownership, direct or indirect, of 50% or more of the share capital or of the voting rights in the ordinary assembly of such legal person / entity. Each Affiliate will have the same rights and obligations as Diapath towards the Supplier pursuant to the General Conditions and will be entitled to exercise them against the Supplier. Any reference to Diapath contained in these General Conditions shall be understood as referring also to Affiliates;

"Confidential Information" means (i) the Technical Specifications, (ii) any other information, commercial or otherwise, relating to Diapath, its materials, products, processes, services and activities, provided, in any form, by and / or on behalf of Diapath to the Supplier and / or of which the Supplier has become aware of in connection with the execution of the Contracts, (iii) the Results and (iv) any note, study or another document prepared by the Supplier that contains or in any case reflects the Technical Specifications, the information referred to in point (ii) and the Results;

"Goods" means tangible or intangible assets sold by the Supplier to Diapath pursuant to the undersigned Contracts;

"Contracts" means the specific contracts from time to time concluded between Diapath and the Supplier with the acceptance of a Purchase Order by the Supplier pursuant to Art. 3.2 or with the issue of a Purchase Order following a Contractual Proposal by the Supplier pursuant to Art. 3.3;

With "Contract Proposals", any proposal to sell Assets or to conduct a sale must be understood

Services submitted in writing by the Supplier to Diapath;

"Services" means the work and / or intellectual services provided by the Supplier to Diapath pursuant to the Contracts;

"Technical Specifications" means any type of technical, functional or quality specifications relating to the Goods or the methods of carrying out the Services, including, but not limited to, drawings, models, samples, prototypes, films, photographs, renderings , from time to time communicated in writing by Diapath to the Supplier or confirmed in writing by Diapath;

"Purchase Orders" means requests for the purchase of Goods or for the supply of Services issued by Diapath to the Supplier and having the requirements of form and content pursuant to art. 3.1;

"Results" means all the results of the creative and inventive activity conceived, created or developed by the Supplier in execution or as a result of the Services, including projects, inventions, data, results, information, methods, specifications, know-how, software, photographic or filmed images, products or moulds;

"Parties" means jointly Diapath and the Supplier;



With "Defectivity Rate", the ratio is expressed as a percentage of the number of defective or non-compliant Goods pursuant to Art. 6 and the total number of Goods delivered by the Supplier to Diapath in execution of the Purchase Order to which the defective or non-compliant Goods refer.

### 3. Issue of Purchase Orders

3.1 Purchase Orders must be issued in writing and must contain the indication of at least the following elements:

- Goods and / or Services objects of the individual Purchase Order;
- Quantity, characteristics and terms of delivery of the Goods or Services;
- Prices, methods and terms of payment;
- Possible special purchase conditions, also notwithstanding these General Conditions;

3.2 Purchase Orders will become binding for the Parties where there is no formal refusal to dispatch the same by the supplier within 5 days, to be sent by written communication.

In any case, the right of Diapath to revoke Purchase Orders within the same 5-day deadline from the sending, by written communication, is always held, provided that the supplier has not previously accepted it pursuant to the previous point.

3.3 If a Purchase Order is issued following the submission of a Contract Proposal by the Supplier, it will be equivalent to acceptance of the Contract Proposal and will become immediately binding for the Parties at the time of sending to the Supplier, without the need for further approval of the latter, provided that this Purchase Order expressly refers to this Proposal.

3.4 For the purposes of these General Conditions, the communications exchanged between the Parties by letter, fax, e-mail or any other form of business correspondence usually used, with the exception of telephone communications, will be considered in writing.

3.5 The sale of the Goods or the provision of the Services will be governed by the provisions contained in these General Conditions, in the General Quality Conditions, in the Technical Specifications, in the Purchase Orders and in any documents referred to in the Purchase Orders, including the Contractual Proposals. In the event of conflict or discrepancy between the Contractual Proposals, the General Quality Conditions, and the Purchase Orders or the General Conditions, the content of the General Conditions and Purchase Orders will prevail.

3.6 These General Conditions do not imply any commitment on the part of Diapath to issue a minimum or predetermined number of Purchase Orders.

3.7 Diapath will have the right to withdraw from the Contracts at any time, also in derogation of the art. 1373, 1st paragraph, of the Civil Code, if, in its unquestionable judgment, it deems that the Supplier's technical eligibility to regularly carry out the supply of Goods or Services or if, still in its sole discretion, the Supplier is deemed to have failed in an economic difficulty such as to endanger the regular performance of the supply of Goods or Services and even when legal actions for recovery of the debts or executive procedures are promoted, or the Supplier itself in a state of insolvency or has been admitted to any insolvency, liquidation or arrangement with creditors.



3.8 Contracts and credits of the Supplier towards Diapath deriving from the supply of Goods or Services are not transferable by the Supplier without the prior written consent of Diapath. Diapath will be entitled to assign the Contracts and any credits arising therefrom.

3.9 If a Purchase Order or the documents referred to therein provide for the performance of Services according to a structured work plan for successive phases or milestones to which the delivery of specific results is connected, it will be left to the discretion of Diapath to decide, at the end of each phase, whether or not to proceed with the phases following the first one. The Supplier will then carry out the phases subsequent to the first and Diapath will pay the relative fee only following the written authorization of Diapath to proceed with the next phase.

#### 4. Delivery and execution procedures

4.1 For the purposes of ascertaining compliance with the terms of delivery and the transfer of risk for damage or total or partial loss of the Goods from the Supplier to Diapath, deliveries must be made in compliance with the conditions set by the "Incoterms" regulations in force specified in the Orders of Purchase.

The transport of the Goods must be carried out with every precaution taken in order to protect it from damage.

4.2 The Supplier must punctually respect the terms and methods of delivery of the Goods and completion of the Services indicated in the Purchase Orders (to be considered essential in the interest of Diapath). Diapath has the right to refuse any Goods or Services received before the agreed deadline or to charge the Supplier for storage costs and financial charges relating to the early delivery period.

4.3 The Supplier must guarantee that the quantity of Goods delivered corresponds to what is indicated in the Purchase Orders. Diapath may request that the Supplier collect the quantities exceeding what has been ordered, with the right to return them directly at the Supplier's expense and risk and to charge the Supplier with the financial charges resulting from any payment already made and storage costs if these are not provided immediately.

4.4 In case of delay of the delivery of the Goods or in the execution of the Services or in case of incomplete delivery or execution, Diapath will have the right to:

(i) set a further deadline for the Supplier to deliver the Goods or perform the Services, or (ii) notify the Supplier of the resolution of the relevant Contract for non-fulfilment and request the return of any amount already paid by Diapath.

4.5 The possible setting of a further deadline to deliver the Goods or perform the Services pursuant to Art. 4.4 (i) does not preclude Diapath from the right to avail itself of the remedies pursuant to Articles 4.4 (ii) and 4.4 (iii) if the Supplier does not comply with the additional term set by Diapath pursuant to Art. 4.4 (i).

4.6 In addition to the remedies pursuant to Art. 4.4, in any case delayed, missed, incomplete or different delivery of the Goods or execution of the Services, Diapath may use the following rights:



(i) suspend payments due to the Supplier in connection with delivery or delayed, missed, incomplete or non-compliant execution;

(ii) request the delivery of the goods by air at the Supplier's expense;

(iii) to claim compensation for any further damage caused to it directly or indirectly by the delayed, failed, incomplete or different delivery of the Goods or the execution of the Services, including, by way of example but not limited to, damages from lost production, loss of profit and any additional costs incurred by Diapath to purchase the Goods or Services from other suppliers as a result of the Supplier's breach.

4.7 The remedies provided for in this article 4 are additional and not substitutive with respect to the other remedies provided by the applicable law in favor of Diapath, such as the right to take legal action to obtain the fulfillment of the Contracts.

4.8 With adequate notice, Diapath will have the right to access the Supplier's premises to verify the regular fulfillment of the provisions of the General Conditions, the Technical Specifications and Purchase Orders.

## 5. Prices and payments

5.1 The amount of the price for the Goods and / or Services object of the supply will be indicated in the Purchase Orders or established in separate written agreements between the parties. The prices indicated in the Purchase Orders accepted pursuant to art. 3.2 will be fixed and not subject to revisions or adjustments. Likewise, once agreed for a specific period, the prices will be fixed and not subject to revisions or adjustments for the agreed period.

5.2 The price established pursuant to art. 5.1 is all-inclusive, including transport, unless otherwise specified and agreed. Additional costs and expenses will therefore be recognized by the Supplier only if previously authorized by Diapath in writing and following the presentation of a written test.

5.3 Unless otherwise agreed, the prices are intended as "returned duty paid" (DDP - INCOTERMS 2010) and include the packaging necessary to guarantee the integrity of the product. Value tax added (VAT) is excluded, unless otherwise specified.

5.4 Payment terms and methods will be indicated in Purchase Orders or established in separate written agreements between the parties.

## 6. Quality guarantees of the Goods.

6.1 The Supplier guarantees that the Goods will be:

- a) compliant with applicable legislation and the best safety standards;
- b) compliant with the provisions of the General Conditions, Purchase Orders and Technical Specifications;
- c) free from design, production or storage defects;
- d) compatible with any parts that may be assembled or mounted on the Goods according to the Technical Specifications or other information provided by Diapath;



e) suitable for the use for which they are normally intended or for the different uses intended by Diapath and which may have been brought to the knowledge of the Supplier by the latter;

f) conform to the characteristics and quality of the specimens presented by the Supplier as samples or models.

6.2 In case of defect or non-conformity of the Goods with the guarantees provided by the art. 6.1, Diapath will have the right, at its discretion, to use the following remedies:

a) request the elimination of defects or non-compliance or replacement of non-compliant Goods or

of the entire lot to which they belong at the expense of the Supplier within a term set by Diapath;

b) request a reasonable reduction in the price of the non-conforming Goods or of the lot in which the non-conforming Goods were found;

c) communicate the resolution for non-fulfilment of the Contract relating to non-conforming Goods or to the Goods in which the non-conforming Goods were found, refuse payment of the purchase price and request the restitution of any amounts already paid or by Diapath in relation to the Defective or non-compliant goods.

6.3 The circumstance that Diapath requested the elimination of non-compliance pursuant to art. 6.2 (a) does not preclude Diapath from exercising the rights provided for in articles 6.2 (b) and 6.2 (c) if the Supplier fails to eliminate the defects or replace the defective Goods within the term set by Diapath.

6.4 In any case, in addition to the remedies provided by art. 6.2, in the event of non-compliance of the Goods with the guarantees provided by the art. 6.1 / 6.1.1, Diapath will be entitled to:

a) suspend payments due to the Supplier in relation to Goods that do not conform to the lot in which the non-conforming Goods were found;

b) claim compensation for any direct and indirect damage resulting from the defectiveness or non-conformity of the Goods.

6.5 Should Goods that have already been placed on the market prove to be defective, not in accordance with the Technical Specifications or otherwise dangerous, the Supplier undertakes to cooperate with any recall or collection campaign of the Goods from the market that Diapath should implement and reimburse the costs to Diapath of the recall campaign, including the cost of hours / work of Diapath staff and external consultants used for the recall campaign.

6.6 The guarantees and remedies expressly provided for in this article 6 must be considered as additional and not substitutive with respect to the other remedies and guarantees provided for by law in the event of defects or non-conformity of the Goods.

## **7. Compensation and indemnification**

7.1 The Supplier undertakes to indemnify and hold harmless and indemnified Diapath from any direct or indirect damage, cost, expense or liability, including those deriving from questions or claims by third parties, which are a direct or indirect consequence of:

a) violation of the guarantees provided by the articles in paragraph 6;



b) need for defence against third-party questions which, if found to be justified, would entail the existence of a violation of the guarantees and obligations of the Supplier envisaged by the articles in paragraph 6;

c) any other breach of the Contracts, the Technical Specifications and the General Conditions.

7.2 In particular and by way of example, the Supplier will compensate and hold indemnified Diapath harmless from any product liability arising out of Diapath as a result of defects in the Goods.

7.3 The obligation of compensation and indemnity referred to in this article is not subject to the time limit constituted by the Warranty Period or the term of forfeiture

## 8. Termination for breach

8.1 Diapath may at any time communicate the termination of the Contracts pursuant to art. 1456 C.C. by written communication to the Supplier and with effect from the date that Diapath will indicate in the same communication, if the Supplier:

(a) is in breach of the confidentiality obligations referred to in article 9 and limitation of use pursuant to art. 10.3;

(b) becomes a partner, partner, or is subjected to any form of control, even indirect, of a competitor of Diapath;

(c) is in breach of the obligations of non-transferability of the credits and the Contracts referred to in Article 3.8;

(d) carries out conduct seriously damaging the reputation and goodwill of Diapath or its products

8.2 The termination of the contractual relationship will have effect only for supplies not yet executed at the date of the resolution itself.

## 9. Confidentiality

9.1 The Supplier acknowledges and acknowledges that Diapath is the owner of the Confidential Information and the holder of all related intellectual property rights.

9.2 The Supplier is required to:

(a) keeping secret and not disclosing Confidential Information to any third party;

(b) implement all measures and precautions reasonably necessary and appropriate to prevent the disclosure and unauthorized use of the Confidential Information;

(c) at the end of the supply, or even prior to the request of Diapath, immediately return all the documents containing the Confidential Information and destroy any hard copy or any other support;

(d) use the Confidential Information only as necessary for the execution of the Contracts;

(e) not to reproduce or copy the Confidential information except within the limits expressly authorized by Diapath;



(f) not to patent, or register as a trademark, design or model any information or data contained in the Confidential Information;

(g) limit the disclosure of Confidential Information within your organization to the sole individual employees whose duties justify the need to know such Confidential Information;

(h) to inform employees within their organization that they are aware of the Confidential Information of the secrecy commitments related to them;

(i) not develop for third parties and / or supply to third parties, for any reason, directly or indirectly products made by exploiting the Confidential Information;

(j) impose and guarantee compliance with the obligations deriving from this article to any third party to whom the Supplier must transmit the Confidential Information in the context of the execution of the Contracts, without prejudice to the fact that the Supplier will be responsible towards Diapath for any violation of the obligations referred to in this art. 10 with respect to the Confidential Information committed by said third.

9.3 Neither these General Conditions nor the disclosure of Confidential Information provided here will be interpreted as a source for the Supplier of rights to grant licenses on patents, patent applications or any other industrial property right on information and data included in the Confidential Information.

9.4 Violation of the obligations referred to in this article will result in the supplier applying a penalty of €50,000.00 for each violation, except for the greater damage that Diapath will suffer, as well as the actions envisaged by the regulations to protection of trademarks and their patents.

## **B) SECOND PART - GENERAL QUALITY CONDITIONS**

### **10. Scope of application**

The present General Quality Conditions (hereinafter "Quality Conditions") in the supplies, complementary and supplementary to the above-mentioned General Purchase Conditions, govern the quality requirements relating to the procurement of material or finished products for Diapath SpA

The suppliers of Diapath, a certified subject, are an integral part of its process chain and, therefore, this document stands as an essential basis for the commercial collaboration between Diapath S.p.a. and its suppliers and is an integral part of the quality, environment and safety policy, consistent with the general strategy of the company.

The quality conditions also specify the minimum requests made to the Supplier management system in terms of quality assurance, in accordance with the requirements of the ISO standards.

This document applies to all suppliers of materials, products, processes and services who have relations with Diapath, to which they are bound by the acceptance of purchase orders or in the execution of specific contracts.

The general principles described here do not conflict with the requirements expressed in the contracts, in the drawings, in the General Purchase Conditions, in the technical specifications, in any applicable document or in agreements of any kind.





The quality requirements defined in this document may be, within the limits and to the extent that they are applicable and accepted by them, transferred from the suppliers to their sub-suppliers

## 11. Procedures.

14.1 In order to qualify or re-qualify its Suppliers, DIAPATH implements a qualification process that includes a documentary assessment and, in addition, an AUDIT Document for a direct assessment.

When necessary, DIAPATH plans and carries out inspections at the SUPPLIER's factory in order to directly verify compliance with the requirements established in this document.

The SUPPLIER must guarantee free access, in the agreed ways and times, to its production, control and testing areas and / or to those of its sub-suppliers, to the representatives of DIAPATH, of the final customer and of the Government Authority for Quality Assurance.

The SUPPLIER must guarantee the same subjects access to their documentation for surveillance purposes, within the limits of the restrictions in place for the maintenance of the industrial secret.

The DIAPATH representatives must be guaranteed the right to verify with the SUPPLIER the fulfilment of the contractual requirements, the productive capacity and the efficiency of the Quality Management System. The SUPPLIER must present all the necessary evidence.

The DIAPATH representatives must be guaranteed the right to perform surveillance visits, quality inspections and audits relating to all areas of the SUPPLIER and sub-suppliers of critical elements involved in the execution of the contract or order.

SUPPLIER must make all documents and quality records related to the activities necessary for the execution of the contract or order available for review. The exclusion of documentation containing proprietary information or covered by trade secrets must be communicated and agreed with DIAPATH.

The SUPPLIER must guarantee to DIAPATH personnel involved in inspection or testing activities in its production areas the availability of support by its own personnel, process documentation (procedures, specifications), instrumentation and necessary equipment.

## 12. SUPPLIER quality system

The SUPPLIER in possession of a Quality Management System undertakes to give evidence of this to Diapath by sending a copy of the certificate.

In the event that the SUPPLIER does not have an implemented Quality Management System, it must apply the provisions of the system procedures that will be shared with DIAPATH, in the context of individual orders.

The SUPPLIER is obliged to notify DIAPATH of any substantial organizational or corporate change that may have an impact on the Quality Management System.



### 13. Sub-Supply Chain Control

The SUPPLIER, upon signing the contract, is responsible for meeting all the contractual requirements, also in relation to the products and services provided by its sub-supply structure. When a SUPPLIER uses a sub-supply chain, the SUPPLIER is obliged to include all the contractual requirements included in the contract received from DIAPATH in the related purchase contracts / orders, with particular reference to the quality and technical requirements.

DIAPATH reserves the right to know the list of sub-suppliers used, to be able to visit them during each manufacturing phase and to be able to veto the use of a sub-SUPPLIER in the event that it does not meet one of the existing contractual requirements.

### 14. Specific requirements

The transfer of part of the design and development activities by the SUPPLIER to external sources is permitted subject to the following conditions:

- The external source must have been evaluated and approved by the SUPPLIER and the approval procedures and the related documentation must have been submitted to DIAPATH and in turn approved;
- The technical and qualitative requirements must have been transferred from the SUPPLIER to the external source;
- The activities of the external source must be controlled by the SUPPLIER, who remains responsible towards the contractual obligations towards DIAPATH;
- The external source must be available to receive inspections by DIAPATH and customers receiving the design and development output;

### 15. Control, Product Certifications and Control Plan.

The realization of products for DIAPATH, in order to allow to satisfy the expectation of its Customers, foresees the respect of increasingly higher quality standards; to this end the drawings, contracts and specifications require, in support of the product, certifications that verify the effective execution of the controls, if provided for.

The SUPPLIER undertakes to provide DIAPATH with all the evidence of the checks carried out.

In particular, suppliers are required, unless otherwise agreed, to use any test reports provided by DIAPATH without making changes to their content and logo.

### 16. Traceability

The SUPPLIER must adopt appropriate procedures to ensure the traceability of the product both during production and in the post-delivery life phase.



These procedures must include the marking and product identification system, control and testing.

Such recordings by way of example may include:

- Data relating to the acceptance controls of components, materials and sub-assemblies;
- Data relating to the maintenance of particular conditions of conservation of materials and components with limited life (if applicable);
- Data relating to intermediate checks and inspections during the production cycle, final inspections and acceptance tests;
- Data related to the applicability and actual application of variants;
- Data relating to the registration of non-conformities, defects and failures identified during the production cycle, together with the definition and execution of corrective actions.

### **17. Management of Non-Conformities (NC) and Exemptions / Concessions**

Should the SUPPLIER find a discrepancy on a product destined for DIAPATH, without prejudice to the provisions of the General Purchase Conditions (Part I of this document), they are required to open an internal NC and notify DIAPATH with the proposed repair indicated.

The SUPPLIER may proceed with the corrective action only after having received authorization from DIAPATH.

DIAPATH in turn will open an NC to the supplier so that this discrepancy can be traced and documented over time.

If the SUPPLIER believes that a discrepancy is potentially acceptable without the need for repair, or wants to request a change from what is required on the design, specification or contract, he can request an exemption or concession, through his own form. Acceptance or otherwise of the Derogation or Concession is always subject to the evaluation of DIAPATH.

Derogation (before production) means written authorization to depart from the requirements of an originally-specified product, for a limited quantity of products or for a limited period of time.

Concession (after production) means written authorization to use or deliver a product that does not comply with the specified requirements.

The Derogation or Concession request must be sent to the Reference Buyer or to the Quality Department, so that it can be evaluated and possibly approved by DIAPATH.

At the end of the evaluation process, the Derogation or Concession approved document will be sent to the SUPPLIER by the Buyer or Quality Department.

The products involved in the NC and in requests for derogation or concession cannot be delivered in any way up to the completion of the relative processes described above.

It is understood that for all non-compliant products, DIAPATH will issue and send the SUPPLIER an NC Report to which the Supplier must respond within a maximum of 5 working days, specifying the containment action and the corrective action implemented to resolve the non-compliance.

**18. Procurement**

The SUPPLIER is directly responsible for the quality level and the compliance with the requirements of all materials and services supplied for the fulfilment of the Order or Contract (raw materials, electrical and electronic components, mechanical, hydraulic, pneumatic assemblies, etc.).

Responsibility also extends to materials purchased by DIAPATH with direct delivery to the SUPPLIER.

The SUPPLIER must provide to qualify all the sub-suppliers of the critical elements present in the product being supplied. The list of these sub-suppliers, including the type of qualification and the expiry of the same, must be entered and managed in its Quality Control Plan. DIAPATH reserves the right to carry out inspection inspections and / or to redevelop these sub-suppliers.

The Quality Control Plan must indicate the inspection and / or acceptance procedures for incoming materials.

The inspection and test procedures and the records of the results of the control activities in acceptance must be made available to DIAPATH.

**19. Preservation and handling of the product.**

The storage, packaging, identification and shipping methods must comply with what is stated in the order and in any case must comply with the standards required by national and international regulations in force on the industrial market.

**20. Conservation**

In order to avoid the deterioration of the goods, the SUPPLIER is required to store the same at its warehouses in an appropriate manner, respecting all the necessary provisions of each individual component, where specified in the drawing or in the catalogue.

**21. Packaging**

The SUPPLIER will be responsible for the packaging of the goods which must take place in accordance with what is stated in the contractual documentation and in any case must be such as to prevent contamination, deterioration, damage or loss both during storage and during transport.

On the packaging, where possible, a label indicating at least the part number and relative quantity must be affixed.

**22. Product identification**

The documentation accompanying the product must comply with the provisions of the law and to what is specifically stated for.



### 23. Shipping

The shipment of the material must take place according to the terms provided by the purchase order and include all the documentation provided; in particular, the Certificate of Conformity of the goods and the other certificates required, with detailed information:

- Name of the SUPPLIER;
- Part Number - Review;
- Order number;
- Quantity;
- Packing list.

Delivery must take place at the DIAPATH offices at the scheduled times.

It is compulsory that The SUPPLIER informs DIAPATH in the event of delayed shipment of the product and promptly agree on a solution that foresees the management of the unexpected without causing collateral damage to the Diapath business, with consequent reprogramming of the delivery date. The SUPPLIER will also be responsible for any additional costs due to this unforeseen event.

### 24. Safety and the environment

The SUPPLIER must implement the provisions of Legislative Decree 9 April 2008, n.81 concerning Safety at Workplaces, must have implemented a Prevention and Protection System and implemented a training program for its employees. It must also be given evidence that all environmental legislation has been followed.

The SUPPLIER guarantees DIAPATH of the compliance of the materials used with the current regulations on product safety and on the protection of workers against the risks from exposure to chemical, physical and biological agents and on the prevention and protection of the environment.

The SUPPLIER is also required to:

- provide the DIAPATH security officer with the name of the person responsible for safety, where necessary;
- provide information on the progress of the work and any useful information to allow the coordination of prevention and protection against risks;
- carry out the work envisaged by the ORDER with its own organization, personnel, machines and equipment that comply with all current safety regulations; only in extraordinary cases, the SUPPLIER may use machinery and / or equipment belonging to DIAPATH after signing the document " Delivery of machines and / or equipment ";
- ensure that the personnel performing the work are always acknowledged at the entrance or exit at the concierge for activities at DIAPATH, for activities at work sites, communicate their presence to the person in charge of the place where the work is carried out, co-ordinate their timetable to that of the department itself,



remains in the assigned workplace and does not move or postpone working hours without the express authorization of the DIAPATH supervisor;

- immediately inform the DIAPATH security officer of any accidents or accidents that have occurred.

The SUPPLIER must comply in particular, if required by the contract, with the limitations on the use of certain hazardous substances, in accordance with:

- ROHS Directive (Directive 2011/65 / EU "Limitation of the use of certain hazardous substances in electrical and electronic equipment");

- REACH Regulation, in detail: the Supplier acknowledges and confirms that DIAPATH, as a product manufacturer, is a downstream user, therefore the Supplier guarantees, in addition to compliance with any obligation that REACH imposes on the Supplier, also the respect of all the obligations which it is however necessary to comply with, in relation to REACH, to market the products sold by DIAPATH in the European Union.

The SUPPLIER confirms that any failure to comply with these laws and regulations, and in particular any violation of the restrictions on the use of substances, leads to a defect in the goods delivered or an inadequacy of the service provided, and that the Supplier will compensate and exempt DIAPATH from any claim, expense, cost and damage incurred in connection with such failure to comply.

When requested, the SUPPLIER undertakes to deliver the REACH and ROHS certification of the products supplied to DIAPATH.

## **C) PART THREE - FINAL REGULATIONS**

### **25. Applicable law and competent court**

10.1 The present General Conditions of Purchase and Quality, as well as the Contracts are governed by Italian law.

10.2 Any dispute that may arise between the Parties and which should not be settled amicably, will be submitted to the exclusive and binding jurisdiction of the Bergamo court.

### **26. Force majeure**

26.1 Failure to comply with the obligations of a party that is hindered by objective circumstances beyond its control, such as, for example, wars, fires, floods, general strikes will not constitute breach of these General Conditions or Contracts. , lockouts, embargo, public authority orders, inability to obtain raw materials or energy for manufacturing.



26.2 In no case will they be considered outside the Supplier's control pursuant to the paragraph that precedes the delays or defaults of the Supplier's sub-suppliers.

26.3 The Supplier will execute the Contracts in total managerial and organizational autonomy. In no case shall the General Conditions or Purchase Orders be able to give rise to association relationships in participation or companies, nor will they give the Supplier any power of representation in the name of Diapath.

**27. Processing of personal data**

27.1 Diapath, for the sole purpose of managing the contractual supply / purchase relationship, uses data concerning the Supplier, the knowledge of which, although not mandatory, is necessary to implement the Contracts. These data are collected in paper and computer archives managed by Diapath (responsible for the processing of personal data) and processed with methods strictly necessary for indicated purposes. In particular, this data refers to (by way of example and not exhaustive): business name, registered office, VAT number, tax code, etc. This data will be transmitted only to those who intervene in the Diapath business process and who process them in fulfilment of specific legal obligations.

27.2 At any time, the Supplier may exercise the rights provided by the art. 7 of Legislative Decree 196/2003 (such as: knowing at any time your personal data and how they are used, having them updated, rectified, cancelled, blocked or objected to processing for legitimate reasons) by writing to Diapath S.p.A. - Via Savoldini, 71 - 24057 Martinengo (Bergamo), or by connecting to the site [www.diapath.com](http://www.diapath.com), in particular to the "Contacts" area. The persons in charge of the processing of the Supplier's personal data will be the Heads of the Purchasing Department and the Administration and Control of Diapath.

Martinengo, 19/03/2019

The supplier

Name / company name: \_\_\_\_\_

Registered office: \_\_\_\_\_

VAT number registration R.I. : \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Charge: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

The Supplier, after re-reading, expressly and explicitly approves, pursuant to the articles 1341 and 1342 of the Civil Code, the clauses contained in the following articles:



Art. 3. Issue of Purchase Orders; Art.4. Delivery and execution methods; Art.5. Prices and payments; Art.6. Quality guarantees of the Goods; Art.7. Compensation and indemnification; Art.8. Termination for breach; Art.9. Confidentiality and relative penalty; Art.11. procedures; Art.12. SUPPLIER quality system; Art.13. Sub-Supply Chain Control; Art.14. Specific requirements; Art.15. Control, Product Certifications and Control Plan; Art.16. Traceability; Art. 17. Management of Non-Conformities (NC) and Exceptions / Concessions; Art. 18. Procurement; Art. 19. Preservation and handling of the product; Art. 20. Conservation; Art. 21. Packaging; Art. 22. Product identification; Art. 23. Shipping; Art. 24. Safety and the environment; Art. 25. Applicable law and competent court

Martinengo, 19/03/2019

The supplier

Name / company name: \_\_\_\_\_

Registered office: \_\_\_\_\_

VAT number registration R.I. : \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Charge: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_