

## GENERAL TERMS AND CONDITIONS OF PURCHASE AND SUBCONTRACTING

The following General Terms and Conditions of Purchase and Subcontracting are the only provisions governing Orders issued by Microtex Composites srl, except in the case of their specific derogation in writing or specific agreements and contracts signed between the parties. The Supply Specifications, where referred to, shall form an integral part of these conditions.

### GENERAL CLAUSES

1. The supplier must comply mandatorily with the terms and conditions established for the delivery of the products/services provided to Microtex Composites srl.
2. Within 5 days of receipt of the Order, the Supplier shall send a duly signed copy of the order for acceptance by fax or email. If the Supplier fails to send a signed copy within that time limit, the Order shall be deemed to have been tacitly accepted.
3. The dates, quantities, places and delivery and/or supply terms, as well as the payment details indicated in the Order are binding on the Supplier, and the Supplier declares to accept them.
4. In the event of non-compliance with the agreed conditions, Microtex Composites srl may request the Supplier to comply and, in the event of serious and repeated non-compliance, proceed to early termination of the contract, without prejudice to compensation for all damages. In case of delayed delivery, Microtex Composites srl may charge the Supplier a penalty of 3% for each week of delay exceeding the deductible of one week, up to a maximum of 15% of the total value of the Order. Any delivery in advance of the agreed date will be accepted provided that: 1. The payment remains unchanged with respect to the natural maturity of the Order; 2. There is space available for storage in the warehouse; otherwise, the goods may be rejected and returned to the Supplier, at the Supplier's own expense. In case of return of the goods for delivery in advance, the Supplier shall, at the Supplier's own care and expense, reschedule the delivery to the date indicated in the Order.
5. The place of delivery is the place where goods and/or services are to be provided in accordance with the Order. Shipment shall be accompanied by the relevant transport documents, in which the Order number, the item reference code and the delivery place shall appear.
6. The goods shall be packed by and at the expense of the Supplier in a manner appropriate and suitable to the type of item and transport, in order to ensure the integrity of the goods and the safety of operators during handling.
7. The goods shall be deemed to have been received at the warehouse of destination only if the Delivery Bill bears the name and signature of the recipient and the "acceptance of goods under Microtex reserve" stamp, since Microtex is entitled to verify the conformity of the delivered goods, as also indicated in paragraph 23 below.
8. Supplier shall retain and make available the documentation relating to the supply for a period of not less than 10 (ten) years from the date of delivery.

### DOCUMENTS ACCOMPANYING THE SUPPLY

9. Documents attesting to the quality and conformity of the supplied products (Certificate of Conformity, Certificate of analysis, Test Reports, techniques, etc.) and expiry date, if any, shall be attached to each supply. For shelf life materials, a minimum of *three-quarters* of the maximum life shall be guaranteed, unless otherwise required by the Supply Specifications.
10. Materials provided by "Retailers/Distributors" shall be delivered with Certificates of Conformity to the Order, ensuring proper storage of the material and a copy of the Manufacturer/Producer's Certificate of Conformity.
11. At the time of each supply of new Products, the Supplier undertakes to send Microtex Composites srl the Declaration of Origin of the products and to renew the declaration upon expiration of the same, and to report any possible Dual Use of the goods, according to Reg. EU 2021 821 and subsequent revisions.

### CONFORMITY TO EUROPEAN DIRECTIVES

12. The supplier warrants that the supplied Products comply with the following regulations:
  - European Regulations EC no. 1907/2006 and subsequent amendments (hereafter referred to as R.E.A.C.H. Regulation) on registration, evaluation and restriction of chemicals;
  - European Regulations EC no. 1272/2008 and subsequent amendments (hereinafter CLP Regulation) on the classification, labelling and packaging of chemicals and mixtures thereof;
  - Council Decision No 2006/507/EC and subsequent amendments on the conclusion, on behalf of the European Community, of the Stockholm Convention on persistent Organic pollutants.



Under the R.E.A.C.H. Regulation, the Supplier undertakes to register the substances, as part of the Product supplied to Microtex Composites srl, with the European Chemicals Agency (ECHA). **In accordance with the R.E.A.C.H. Regulation and the CLP Regulation, the Supplier is required to deliver to Microtex Composites srl the relevant updated safety data sheet, in Italian, together with each product.** In addition, for each Product supplied or modified containing substances of very high concern (hereinafter SVHC) on the Candidate List, the Supplier shall declare, pursuant to Art. 33 of the R.E.A.C.H. Regulation, that the Product contains SVHC in concentrations greater than 0.1% by weight. In this case, the Supplier shall provide the name of the SVHC, the weight-to-weight ratio (w/w) in percentage and the instructions for safe use of the Product. If not, the Supplier shall declare that the product contains no SVHC or contains SVHC in concentrations below 0.1% by weight. In addition, if the Product contains SVHC listed in Annex XIV to R.E.A.C.H. Regulation, the Supplier shall declare to be authorized to place on the market and use these substances after the expiry date of the substances. The Supplier undertakes to hold Microtex Composites srl harmless from any liability arising from non-compliance with the regulations and standards listed in article 11 of these General Terms and Conditions of Purchase, without prejudice to the right of Microtex Composites srl to compensation for direct and indirect damages suffered.

### MISCELLANEOUS CLAUSES:

13. In the event of the Supplier ceasing production of an item in its usual supply, the Supplier shall inform Microtex Composites srl in advance, allowing, if necessary, a supply such as to guarantee to Microtex Composites srl the ongoing production.
14. The prices shown in Order are fixed until the delivery is completed. Payments shall be made in accordance with the relevant Order provisions provided that: a valid invoice has been issued; the supply has been accepted by quality control as provided for in the following chapter "Quality assurance clauses"; the Supplier has not notified any outstanding contractual unfulfillments to Microtex Composites srl. The claim resulting from the Order may not be assigned or transferred to a third party.
15. The Supplier is obliged, under penalty of damage, to keep all commercial and technical information made available by Microtex Composites srl confidential, as such information is covered by industrial property rights, as well as any results obtained in the execution of the Order received by Microtex Composites srl; the Supplier undertakes to transmit all information and data to Microtex Composites srl and acknowledges Microtex Composites srl's property rights. The same undertaking shall also be extended by the Supplier to its employees and/or subcontractors. All Quality requirements transmitted by Microtex Composites srl shall be fully communicated by the Supplier and the Supplier shall ensure compliance to them by its Subcontractor. All information and data contained in the Order and its annexes shall be considered strictly confidential and used for the purposes of the order and shall not be disclosed. The Order may not be transferred by the Supplier to third parties without the prior written consent of Microtex Composites srl.
16. In the event that the Order is processed at the premises of Microtex Composites srl (contract and/or subcontract), the Supplier undertakes to implement all technical measures in the execution of the activities necessary to ensure the safety and integrity of its workers, in compliance with the legislation on occupational safety and hygiene (Leg. Decree 81/08 and subsequent amendments), as well as the information provided by Microtex Composites srl on the risks arising from the working environment, the preventive and emergency measures and procedures adopted in relation to its activity. Any subcontract must be mandatorily communicated to Microtex Composites srl and will be authorized only to subcontractors previously authorized by Microtex Composites srl in writing, without prejudice to any liability and obligation of the Supplier in the execution of the Order.
17. At any time Microtex Composites srl may, unilaterally, withdraw from the Order, in whole or in part, by written notification to the Supplier, to be sent by email or PEC (certified e-mail). Upon its receipt, the activity subject to the withdrawal shall be immediately stopped and Microtex Composites srl shall pay the Supplier an appropriate amount to cover the direct costs incurred by the Supplier for its execution due to the withdrawal. The Supplier will accept such sum in full silence and satisfaction of any claim arising from the withdrawal in question and will make every effort to reduce the above direct costs. Under no circumstances may the amount paid by Microtex Composites srl to the Supplier by reason of the withdrawal exceed the price that would have been paid by Microtex Composites srl if the work had been completed. Microtex Composites srl reserves the right to request delivery of the goods manufactured and ready at that time, with the related documentation.
18. Microtex Composites srl shall be entitled to terminate the Order, in whole or in part, by written notification to the Supplier, to be sent by email or PEC (certified e-mail), in the following cases:
  - failure to deliver supplies on agreed delivery dates,
  - failure of the supply to meet the technical and qualitative requirements laid down in the Order in question,
  - breach of the applicable social security, insurance, accident prevention, and environmental rules which cause injury or damage to Microtex Composites srl;
  - if the Supplier ceases to operate, and in the event of insolvency, bankruptcy, judicial liquidation, arrangement with creditors or any insolvency proceedings against the Supplier.

KORDSA

#### Microtex Composites S.r.l.

Subject to KordSA management and coordination  
Share capital €200.000,00  
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In the event of termination of the Order for the above-mentioned reasons, Microtex Composites srl is entitled to reimbursement of costs, expenses and charges incurred, including those resulting from the procurement of the Supply from third parties, as well as compensation for any further damage actually suffered as a result of such termination.

19. Any relationship provided herein is governed by Italian law. Any dispute arising from the relationship provided herein shall be devolved to the exclusive jurisdiction of the Court of Pistoia, with the express exclusion of any alternative courts.

### QUALITY ASSURANCE CLAUSES

20. Depending on the qualification given to the supplier and/or the product or service to be supplied, the quality management system of the supplier shall meet the requirements of ISO 9001:2015, IATF 16949:2016 and/or EN 9100:2018, applicable to the latest available edition. For certain types of supply, certification to these standards issued by an accredited body may be considered a binding element.
21. The Supplier undertakes to guarantee and maintain the level of Standard of quality set at the time of qualification for the entire duration of the supply (including skills, qualifications of people, processes, etc.). With reference to the type of supply related to the Order, Microtex Composites srl reserves the right to activate a specific quality or supply control plan.
22. Upon being notified, the Supplier (including sub-contractors, if any) shall recognize the rights of Microtex Composites srl, the Customer or any Surveillance Body to access plants where the goods are manufactured or services are carried out and to view the related documentation without this relieving the Supplier from its obligations of warranty or constituting acceptance.
23. The Supplier warrants that the Supply complies with the requirements set out in the Order and its annexes and is free from defects in material and/or workmanship, free from design defects, free from defects in software, where applicable. Any changes shall be accepted in writing by Microtex Composites srl. Unless otherwise specified, all supplies shall comply with the technical document revision in force on the date of issue of the order.
24. If the product does not comply with the required characteristics (non-conforming product), the Supplier shall immediately notify the Quality Control function of Microtex Composites srl in writing, isolate and identify the non-conforming product while awaiting the decisions that will be received in writing by Microtex Composites srl quality control for approval and treatment thereof.
25. The acceptance of the goods and/or services shall be subject to inspection and/or control, in order to verify their compliance, any possible vice and/or defect, accuracy and suitability. Any vices or defects shall be communicated to the Supplier upon discovery. Any items found to be non-conforming shall be replaced at the expense and cost of the Supplier within 10 days of the goods being made available, even if the relevant invoice has already been paid. Otherwise, Microtex Composites srl will be authorized to make any appropriate correction of the defect directly or through third parties at the expense of the Supplier, without prejudice to the right to take action for compensation for the greater damage, including the production down-time.
26. Any Non-Compliance of the product will be notified to Supplier and a non-compliance report issued. The Supplier shall share corrective actions within 48h of receiving the report. Costs resulting from non-compliance will be charged to the Supplier.
27. The supplier shall ensure that its employees are aware of:
- their contribution to product and service compliance;
  - their contribution to product safety;
  - the importance of ethical behaviour and
  - confidentiality of documented information.
28. The Supplier acknowledges and accepts that the unaccepted supply will be deemed never to have been delivered and, in that case, point 4 shall apply.

### CLAUSES RELATING TO THE PROVISION OF PRODUCTS, PROCESSES AND SERVICES IN ACCORDANCE WITH EN 9100:18

29. The supplier shall establish and maintain a process for the management and prevention of any counterfeiting of parts or materials, and shall ensure that under no circumstances counterfeit components are delivered to the purchaser. For this purpose, the Supplier shall develop valid customer warranty procedures. The supplier shall undertake to:
- train and raise awareness among staff for the prevention of counterfeits;
  - implement a part obsolescence monitoring program;
  - carry out checks for the purchase of products from outside sources from original or authorized manufacturers, authorized distributors or other approved sources;

- apply requirements to ensure the traceability of products supplied to Microtex Composites Srl to their original authorized manufacturers;
  - provide a quarantine area and a reporting system for the handling of any counterfeit products.
- 30.** In the event of special processes being provided, the Supplier will carry out a regular and systematic assessment of personnel, equipment, methods and materials to ensure a positive control at all times. Objective evidence of these assessments is made available to Microtex Composites srl and its customer on request. Any destruction of a quality record shall be subject to prior approval by Microtex Composites srl.
- 31.** When requested by Microtex Composites Srl, the supplier is required to provide the FAI (First Article Inspection) report. In the case of new production, or production that has been discontinued for more than 2 years, or a major change in the configuration of the part or a major change in the industrial process, the supplier shall provide a copy of the FAI report in accordance with EN9102 requirements upon delivery of the parts, even if the FAI report request is not formally specified in the order.
- 32.** The requirements mentioned in the purchase documents, applicable to sub-suppliers / subcontractors, shall be transferred to them by the supplier, including key characteristics, where applicable.
- 33.** The supplier shall inform and obtain approval from Microtex Composites Srl before any change/modification affecting the following areas/activities:
- any process and/or production equipment changes;
  - production site;
  - outsourcers;
  - methods and/or specifications used to deliberate the conformity of the product.

## ENVIRONMENTAL CLAUSES

- 34.** The Supplier undertakes to comply with environmental legislation is recommended, but not limited to: the presence of all permits required to carry out the activity (e.g. emissions to air, discharges, waste management), the presence of the Fire Prevention Certificate, if required, etc.
- 35.** The supplier is required to activate the ISO14001/15 Environmental Management System. For certain types of supply, certification to these standards issued by an accredited body may be considered a binding element.

## PRIVACY

- 36.** Personal data will be processed by Microtex Composites srl in accordance with the provisions of EU Regulation no. 679/2016 and Leg. Decree no. 101 of 10 August 2018, containing the Provisions for adapting national legislation to the principles of the European Regulation.

## MACHINERY AND EQUIPMENT

- 37.** The Supplier represents, warrants and certifies that the machinery/equipment will be in conformity with the EC directives with regard to product safety, including but not limited to Directive 2006/42/EC (Machinery Directive) and subsequent updates.
- 38.** The Supplier represents, warrants and certifies that the machines/equipment will comply with Leg. Decree no. 81/08 and subsequent updates, relating to the safety of workers and Directive no. 2002/95/EC (RoHS Directive) and subsequent amendments, on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
- 39.** The Supplier shall ensure the availability of spare parts for systems, machines and tools for a minimum period of 10 years after purchase. The supplied products are warranted for a minimum period of 12 months from the date of delivery/ testing.
- 40.** In order to ensure the correct use and maintenance of the machines/equipment, the Supplier shall provide Certificates of Conformity / correct installation and the relevant user manual in Italian.

These GENERAL TERMS AND CONDITIONS OF PURCHASE AND SUBCONTRACTING are to be considered an integral part of the Orders issued by Microtex Composites srl.