

# SUPPLIER AGREEMENT

between

***DILVIO DE MARCO SPA***

Via Torino , 75

10060 Airasca, Torino

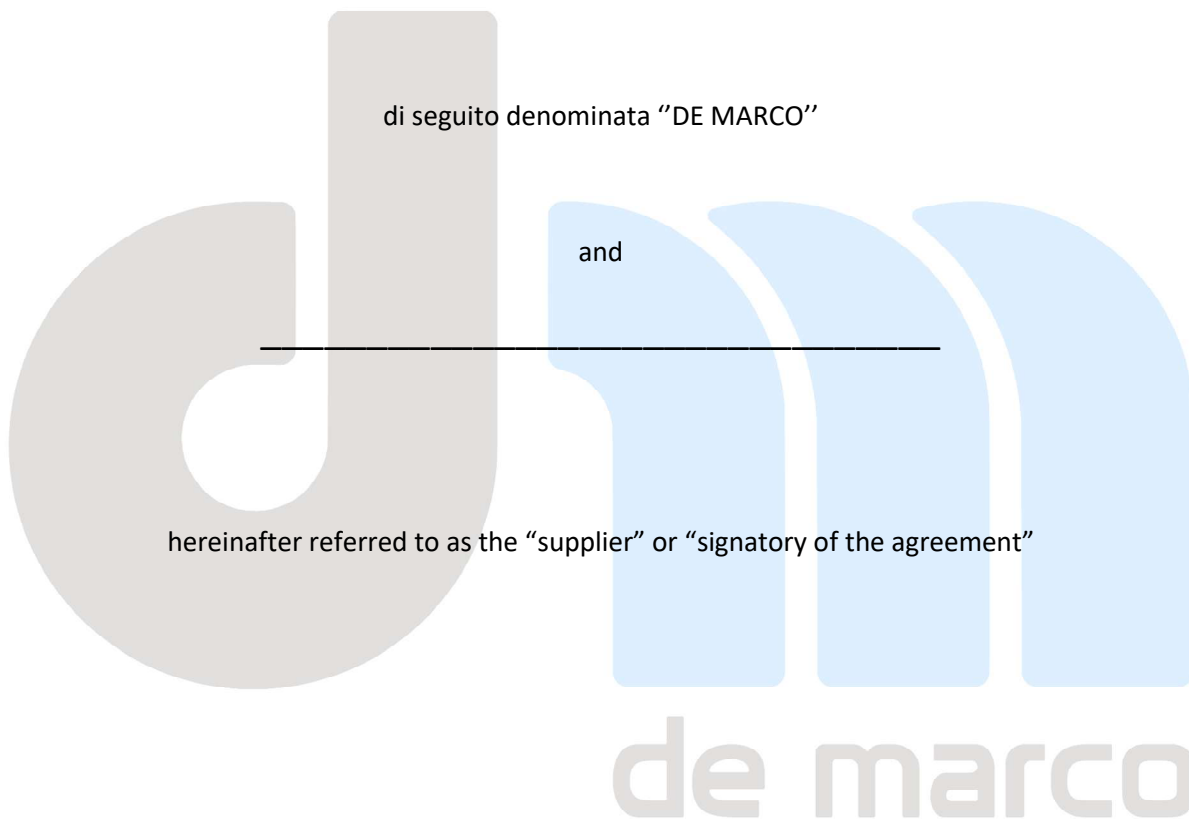
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di seguito denominata "DE MARCO"

and

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hereinafter referred to as the "supplier" or "signatory of the agreement"



## PREAMBLE

1. The parties to the Agreement are engaged in the Automotive sector.  
De Marco produces and delivers car body panels for the automotive industry.

For its supply commitments, De Marco uses various suppliers of production materials, some of which are included in the lists of suppliers of the same end customers.

Production takes place using Equipment, supports and Dies, which are either delivered on loan for use by De Marco or commissioned by the same to the supplier by Agreement.

The objective of this agreement is to define the framework conditions for a long-term supply partnership, which should apply unchanged to future projects.

### **1. Object of the Agreement**

- The signatory of the Agreement undertakes for the entire duration of the same to supply De Marco with the products/services that are the subject of the individual contracts.
- The signing of the framework agreement does not entail the emergence of any obligation for De Marco. Only in the event of the signing of an Individual Supply Agreement with reference to the provisions of this agreement, obligations for De Marco would arise.

### **2. Individual contracts**

- The obligations to be fulfilled by the contractor, including the terms, quantities, technical specifications, any supplies by De Marco and the details must be defined in individual contracts in the form of orders or delivery plans. Complaints by the contracting parties can only be asserted after the conclusion of the Individual Agreement.
- The contractor will provide for the production of the products described in the order in accordance with the applicable standards and taking into account the customs in use in the sector of the aforementioned supply. Should doubts arise regarding the feasibility of the specifications indicated or their content, the contractor will immediately contact De Marco.

### **3. Production means (equipment)**

- The provisions of the following point apply in the event that the products indicated in the Agreement must be produced using equipment, supports and moulds that are either owned by De Marco or in the event that the supplier must produce them on behalf of De Marco.  
Since the moulds/equipment are considered production means and De Marco is subject to considerable costs in the event of delays in delivery, De Marco reserves the right to dispose of them at any time.

Therefore, it is considered possible that De Marco may withdraw the moulds immediately if the supplier for any reason can no longer continue with the supply for a fixed or indefinite period.

If the equipment is produced by the supplier, the following provisions apply:

a) De Marco and the contractor agree that if the mold is manufactured by the same supplier or by third parties but on behalf of De Marco, ownership of the mold will immediately pass to De Marco.

The contractor is obliged, in relation to its contractual partners, to ensure the transfer of ownership of the molds to De Marco as soon as possible.

b) the transfer of ownership occurs regardless of whether De Marco has already paid for the molds or not.

The transfer is therefore replaced by the fact that De Marco makes the contractor use the molds for the production of the pieces ("Possessive Constituted")

- For the equipment, which is already in the possession of the supplier for the production of the products in the name of the Agreement on behalf of De Marco, whether it is a supply by the same or whether it is made available by De Marco, the following provisions apply:

a) The supplier undertakes to identify the equipment on behalf of De Marco as per specific provisions, issued from time to time.

b) The supplier undertakes to keep the equipment free of charge with him with the diligence of a good father of the family.

c) De Marco grants the supplier the use of the equipment for as long as it is in the possession of the latter. The supplier will use the equipment exclusively for the fulfillment of the orders issued by De Marco. For any improper use, the supplier will indemnify De Marco for any damage or expense resulting therefrom.

d) The supplier guarantees that there are no third party rights on the equipment.

e) The supplier undertakes to clearly mark the equipment as required and to use it properly during the entire period in which it is in possession so that it can also be used subsequently. Unless otherwise agreed, the costs of repair and maintenance are borne by the supplier. The supplier undertakes to insure the equipment at its own expense against theft and fire, and atmospheric phenomena. The supplier undertakes to inform De Marco promptly in the event that the equipment should suffer damage, seizure or other actions by third parties. In the event of seizure, the supplier must immediately inform De Marco in writing and provide all documents necessary for De Marco to be able to take action against the creditors.

f) Without the express and written consent of De Marco, the equipment may not be sold, assigned as security or pledged or used in any way that is not for the benefit of De Marco.

g) The supplier agrees to have the equipment inspected by De Marco at any time upon notification by De Marco.

- Regardless of De Marco's rights to the return of the equipment and the useful life of the equipment, the supplier is entitled to possess it as long as it is needed to fulfill an order for De

Marco. Furthermore, the supplier is obliged to return the equipment upon instruction from De Marco. This provision applies in particular if:

- The supplier suspends its payments or insolvency proceedings are initiated against its assets or
  - It is unable to fulfill its obligations to deliver the products by means of the equipment or
  - The supplier repeatedly fails to meet delivery times even after a reasonable period of delay or
  - The supplier repeatedly violates a contractual obligation arising from this agreement or from the Product Supply Agreement by means of the equipment (e.g. Framework Agreement, Agreement, Order)
- In the cases mentioned above, De Marco is entitled to immediately take back the equipment. In the event that the supplier is unable to meet the deliveries, defined by the Agreement, for reasons attributable to him, De Marco will have the right to request reimbursement of the costs already incurred for the equipment or services not yet performed.
  - The supplier waives all objections to the request for the return of the equipment, in particular the right to claim. The supplier irrevocably authorizes De Marco to collect all equipment from him upon notification.

#### **4. Delivery conditions, quantities, orders**

De Marco will obtain the products in order to the Agreement as defined with the contractor. The competitiveness of the contractors as suppliers is based on quality, price, punctuality and delivery capacity.

The contractor guarantees the production and delivery capacity necessary for the punctual fulfillment of the Individual Agreement for the delivery quantities specified therein.

De Marco will send an order or program agreement for the purpose of concluding an Individual Agreement for the implementation of the supply contract in question.

The delivery terms and quantities are not binding for De Marco.

As provided for in this framework agreement during the term of the Agreement, for price adjustments, these become binding by sending delivery plans and signing them.

De Marco can send a copy of the planning agreement to the contractor. In this case, the following applies.

As regards the quantities and delivery dates, unless otherwise indicated on specific orders, the following applies:

deliveries must take place within 4 weeks of the release of the delivery plan.

During this period, delivery dates are to be considered fixed.

The delivery of the material for production is scheduled for 8 weeks from the release of the delivery program, the supplier is therefore responsible for the purchase of the materials.

If the quantity is not accepted by De Marco, the supplier is entitled to compensation for the costs of the materials to the extent that he cannot use them otherwise.

The supplier must confirm in writing to De Marco, within 5 working days of the arrival of the delivery plan or in the event of problems in meeting them, communicate this immediately in writing.

In order to also guarantee shorter delivery requests (less than 10 days), the supplier is obliged to keep a stock of the goods available for the entire duration of the Agreement

## **5. Prices and payment terms**

The prices per piece of the individual projects are established in the individual contracts and are to be increased by the applicable legal VAT.

Price variations resulting from changes in orders or procurement must be agreed on the basis of a joint cost analysis.

Unless otherwise indicated in the individual orders, payments must be made from the moment of delivery of the intact goods to De Marco within 60 days of the end of the month of the invoice date.

Payments made do not constitute acceptance of the delivery by Agreement.

If costs and interest should accrue, the payments will be deducted first from the main service, then from the interest and finally from the costs.

## **6. Delivery conditions**

Deliveries and transfer of risk are in accordance with DDP Incoterms 2010.

When delivering to De Marco, the supplier must comply with the packaging and logistics conditions agreed between the parties. Unless otherwise agreed, the goods must be packaged according to the usual commercial packaging and logistics standards.

For this reason, the packaging specifications of the end customer must be complied with, which the supplier must inquire about before the first delivery of the goods. De Marco will provide all the necessary information upon request. De Marco reserves the right not to accept goods that do not comply with the packaging specifications and to return them at the supplier's expense. The supplier is also responsible for any damage caused by defective packaging.

In the event that the goods requested by De Marco are destined for abroad, the supplier is obliged to fill out a declaration regarding customs regulations, using a form made available to De Marco.

The form must be provided by De Marco at the latest with the first delivery. A sudden change must be communicated immediately by De Marco.

The supplier is also liable for all inconveniences incurred by De Marco due to a late or inadequate declaration provided by the supplier.

Where necessary, the supplier must be able to provide a certificate of origin of the goods.

## **7. Subcontractors**

The supplier is only allowed to use subcontractors with the prior written consent of De Marco. De Marco has the right to refuse individual subcontractors for good cause. The entry of a subcontractor does not release the supplier from its contractual obligations. The subcontractor is an agent on behalf of the supplier.

## **8. Incoming goods check**

De Marco checks the goods upon arrival for identity with the ordered product, correct quantity as well as obvious damage to the packaging or damage resulting from transport and immediately reports them to the supplier within 3 working days.

Furthermore, the supplier waives the objection of late notification.

Furthermore, De Marco informs the supplier of normal defects of the goods within 5 working days of acceptance. Any costs arising from a necessary check, selection are borne by the supplier.

In any case, only timely notification of defects of the goods is decisive.

## **9. Dates and delays**

The delivery terms indicated in the Supply Agreement are binding.

If such an agreement is signed or is required by law, the delivery/receipt of the goods at the place of acceptance or the check of the same by De Marco are decisive for compliance with these deadlines.

The supplier is obliged to immediately notify De Marco in writing of any obvious delay in deliveries or other obvious problems in the quality of the expected goods.

The supplier is exempt from liability for delays for reasons not attributable to him if he promptly notifies De Marco.

The communication of delays and other changes to the agreed delivery dates does not exempt the supplier from any causes of non-fulfilment, unless De Marco itself communicates such changes in writing. In this regard, De Marco retains all rights against the supplier that result from or with the delay in deliveries.

In the event of delays by the supplier, De Marco has the right to claim compensation from Accordo. This entails an increase of 0.5% on the first day of each month with respect to the value of the total order, which in total cannot, however, exceed 10% of the total order. The assertion of further rights remains unchanged. The penalty provided for by Accordo must be calculated on the basis of damage actually suffered and determined.

The supplier has the possibility to prove a lesser damage.

The right to demand payment of the penalty is not excluded by the acceptance of the late delivery. The penalty is due by De Marco until the entire Agreement has been paid.

Force majeure, labour disputes, riots or other unforeseeable events, which are beyond the control of those who should supervise, release the parties from the fulfillment of their respective obligations for the entire duration of the same. This also applies if these occur at the time in which the contractual partners are in default. The contractual partners are obliged to communicate the necessary information to the other party and to adapt their obligations to the changed conditions in good faith.

## **10. Quality, logistics and environment**

Efficient and economical production requires a certain level of quality in every sector.

The quality of working relationships depends on the quality of each individual company service (punctuality, compliance with technical specifications, cost responsibility, general reliability and so on). The supplier undertakes to introduce a Quality system based on this paragraph.

These provisions apply to all deliveries and services that flow into De Marco products or that are sold as De Marco products.

### **10.1 Quality objective**

Customer satisfaction is the primary objective of all quality assurance activities. All deliveries and services provided by the supplier must fully satisfy all agreed or legal requirements. To implement this “no mistakes” strategy, there must be advance quality planning and effective constant control over production. The focus must be on trying to prevent errors rather than remedying them.

### **10.2 Quality obligations**

De Marco is obliged to customers and consumers to ensure the quality and capacity of its products in accordance with the provisions prescribed by contract and law.

The supplier is responsible for the specific provisions regarding the delivery of the product. In this regard, the supplier has first examined the description of the delivery provisions and verified compliance with its capabilities and its own production process. From now on, the supplier is obliged to inform De Marco first of all about any point that is unclear to him or inaccurate for him. In the event that a project specified in the technical documentation or prepared by De Marco can be replaced by a more appropriate, more economical or more environmentally friendly one, De Marco expects appropriate proposals.

The agreement on a quality objective does not affect the obligation of the contractor to respond to De Marco for any delays or damages in delivery.

### **10.3 Environmental management**

Legal provisions and limit values are the minimum requirements for all processes in the production chain as well as for all services to be provided. Changes in legal provisions and regulations to be applied to the supply during the term of the Agreement of the same must be communicated promptly to the contractor so that effective implementing measures can be implemented. The measures adopted must be communicated promptly to De Marco.



The manufacturing processes of the parts as well as the materials used must be state-of-the-art. For shipments of hazardous materials, the relevant safety data sheet (EU Directive 91/155/EWG) must be sent together and the transport of the safety data sheet must comply with the national environmental regulations. The technical data sheet required by the automotive manufacturers must comply with the IMDS-System and must be created with sampling and entered into the IMDS-System. The basis for this is found in the currently valid recommendations of the IMDS. If Regulation (EC) No. 1907/2006 of 18 December 2006 ("REACH Regulation") applies to delivery services, the Contractor guarantees that it complies with the requirements of the REACH Regulation as well as with all national provisions that have been implemented in the Regulation ("REACH"). The Contractor guarantees the fulfillment of all REACH obligations, including pre-registrations and the provision of REACH-compliant safety data sheets. If delivery services are not provided in accordance with REACH, the customer reserves the right to withdraw from general or individual orders or to terminate them. The contractor undertakes to inform the customer immediately of any changes that affect compliance with REACH. The contractor releases the customer from all claims by third parties due to non-compliance with REACH.

#### **10.4 Quality Management System**

The contractor is fully responsible for the deliveries or services to be provided in accordance with the section "quality obligations". To fulfill this responsibility, the contractor undertakes to develop, document, maintain and further develop a quality management system (QM system).

#### **10.5 System structure**

The QM system must meet at least the DIN EN ISO 9001 series of standards and be further developed for IATF 16949 certification. It must have been certified by an accredited body. It can therefore be deduced that all delivery and supply services are included for De Marco

#### **10.6 Evaluation and observations**

The contractor's QM system is evaluated by De Marco. In agreement with De Marco, evaluations by third parties, independent verifiers (e.g. the car manufacturer) can also be accepted. In special cases, a check / evaluation by De Marco or the end customer must be possible before the contract is awarded.

#### **10.7 Supplier Rating System**

The De Marco supplier evaluation system evaluates the delivery service in the following categories:

- a) Product/service quality
- b) Delivery compliance
- c) Costs

#### **10.8 Quality Planning**

The principle of error prevention must be considered by the contractor before error detection. This requires systematic quality planning. The requirements described here for the QM system



must also be divided among the subcontractors. The responsibility for fulfillment lies with the contractor.

### **10.9 Producibility Review / Agreement Control**

The contractor must check each order for producibility. Producibility in this context means that the requested products, without any restrictions, in particular with regard to technical and commercial requirements, such as:

- a) Capacity / quantity
- b) Dates
- c) Prices
- d) Specifications
- e) Drawings
- f) Process capability

can be produced under serial production conditions.

Producibility must be checked for all new and modified parts / components. Any problems must be reported to De Marco within 3 working days of receipt of the request.

### **10.10 Project plan**

For the purpose of project planning and project implementation, when required, the contractor shall draw up a project time schedule. This is binding with the agreement with De Marco and is part of the respective Delivery Agreement.

### **10.11 Test planning and test equipment planning**

Systematic inspection planning and inspection equipment planning ensure that new and/or modified products, production processes, etc.

- a) all essential quality characteristics are covered;
- b) the applicable test methods and frequencies are appropriate and suitable and that
- c) the test equipment is appropriately designed and available in good time.

The quality characteristics are included in the drawings and specifications. The determination of the critical and significant product characteristics, which must be considered in particular in the test planning and test equipment planning, is done taking into account the results of the FMEA.

A control plan contains at least the following information:

- a) Master data (such as manufacturer, designation, drawing no., status of technical changes, documentation requirement and creator / user / date)
- b) Test object
- c) Test means
- d) Test frequency
- e) Test method
- f) Type of test (quantitative or qualitative)
- g) Sample size or 100% examination
- h) Corrective measures in case of errors

The required test equipment must be provided by the contractor taking into account economic and production aspects and agreed with De Marco

### **10.12 Process capability (pre-series and series)**

In order to obtain timely information on the process capability in series, process capability analyses shall be carried out already in the production preparation phases. Through process capability analyses, the conformity of the process with the specified quality requirements (on drawings, specifications, process parameters, product tests, etc.) shall be assessed using mathematical-statistical evaluation methods. They thus provide information on where and to what extent process measures or improvements are necessary before the start of series production.

The selection and specification of the features for which proof of process capability is to be provided shall be carried out as early as possible in consultation with De Marco. These are all contractually agreed dimensions from the size of the drawings.

- a) Preliminary capacity requirement (short term): index > 1.67
- b) Process capacity requirement (long term): index > 1.33
- c) Process capability requirement (long term): index > 1.67 D characteristic

Before the start, the production process shall be evaluated at full capacity, whereby the process capability shall be confirmed for all specified characteristics (quantity / duration) only with De Marco.

### **10.13 Sampling**

Sampling should demonstrate that the quality standards agreed in the drawings and specifications are met before the start of series production. It serves to eliminate errors before the start of series production or to initiate series production. Sampling is performed in accordance with ISO specifications and any additional requirements of the OEM.

The sampling documentation is collected in a folder created by the contractor with the following items:

- Contacts and certificates
- .Contact person with telephone, fax and mobile phone numbers as well as e-mail address
- .Evidence of certificates
- .Copy of the issued/valid QM system certificate from a certification company
- .Results of external audits by a car manufacturer (if available)
- . Overview of all product and resource change states
- .Overview of all actions/measures on equipment
- . Sampling date
- .Date of first series production

The supplier must undertake to initiate sampling of the supplied product in the following cases:

- New product
- Re-sampling of a product that has not passed approval
- Project changes

Introduction of a new production technology  
 Products obtained with alternative processes or materials to those approved  
 Introduction of new equipment to increase production capacity  
 Significant changes to the production process including equipment, methods, flows.  
 Transfer of the production unit  
 Change of supplier of components with critical characteristics  
 At the request of the client following non-compliance  
 Reactivation of supplies after suspension due to quality problems  
 Reactivation of equipment after 12 months of inactivity.

Such samplings must be carried out with definitive equipment and in identical conditions to those envisaged for the series production itself and must allow Dilvio De Marco SPA to verify compliance with the reference technical specifications previously made available to the supplier.

The samplings must be identified with a special tag that clearly identifies their status as ISSUE FOR SAMPLING and must be clearly specified in the transport document.

The samplings must be presented to Dilvio De Marco in the number of 5 (five) pieces of which 1 is coded at 100% of the dimensions in the drawing (shape – trim – position of holes) accompanied by the documentation requested on the PSW form “request for approval of sampling” sent by the supplier to the quality body.

Any exceptions to these requirements must be agreed in advance with Dilvio De Marco SPA. The supplier is not authorized to proceed with the production and shipment of parts until it has obtained formal approval for sampling from Dilvio De Marco SPA, unless with an exception.

DOCUMENTI ALLEGATI alla PRESENTAZIONE della CAMPIONATURA

#### PSW Richiesta approvazione

Disegno (copia per validare l'ODM)

Rilievi dimensionali 3D con CQC

Capability (30 medie)

Certificato di Omologazione/Qualificazione prodotto (saldatura, verniciatura, trattamenti termici, ecc.)

Flow Chart

Griglia di controllo

FMEA

R&R e/o piano taratura

Situazione PPAP componenti

Prove di laboratorio (analisi chimica materia prima , macrografie, micrografie, prove distruttive, ecc.)

## IMDS

The obligation to retain specifications and test documents with special archiving shall be ensured for a period of 10 years, taking into account data security, unless otherwise specified by De Marco.

If the first sample examination fails due to non-conformities, the first sampling shall be performed by the contractor on the basis of a written list of corrective actions including the expected end date and the person responsible for each measure in agreement with De Marco. Furthermore, a date for the next sampling shall be agreed in writing.

For subsequent samplings, carried out on the basis of non-conformities, these shall be performed and the contractor shall be charged for any costs incurred by De Marco.

Furthermore, full payment for the equipment shall only be made after delivery of the complete set, SOP, completed inventory and IMDS entry.

Annual requalifications of products already supplied shall be performed by the contractor. The sampling documents shall be provided to De Marco.

“OK” of the initial sampling by De Marco does not constitute any obligation for De Marco and does not release the contractor from liability for the quality of the series.

The initial sampling must be retained as a reference sample by the contractor. An agreement regarding “first or last partial examination” does not cancel this requirement.

### 10.14 Logistical requirements

In all circumstances, the supply must be 100% guaranteed on the requested date and in the requested quantity. In the event of tool damage and/or machine malfunctions, the contractor shall take appropriate measures to ensure that the supply of products for De Marco is still guaranteed. To avoid process disruptions, the contractor shall carry out preventive maintenance.

The goods shall be stored by the contractor in such a way that they are sufficiently protected from loss/theft and damage or changes in material properties due to environmental influences. Damage from weathering shall be excluded. Unless otherwise specified by De Marco, the contractor shall provide the necessary packaging. Likewise, damage to the goods during transport or shipping must be excluded. First in / first out (FIFO) must be ensured from receipt of the goods to shipping.

The contractor must label the goods in such a way that the product condition and test conditions are clearly identifiable at all times, from receipt of the goods to shipping of the goods. In the case of shipments of goods, the type of identification prescribed by De Marco must be used.

The product labels and the documentation supplied must ensure that the product data relating to the parts are verifiable in accordance with the legal requirements, at least 15 years after

placing on the market (EOP - End of Production). Should longer deadlines arise due to OEM requirements, these apply.

The traceability of the goods must be ensured, if agreed, at any time.

The packaging concept must be agreed with De Marco.

#### **10.15 Series monitoring**

The contractor shall ensure systematic monitoring of its production by means of suitable test methods in accordance with its test planning. The documentation is the responsibility of the contractor, but must be available at any time upon request by De Marco.

If process errors and quality deviations occur, the contractor shall analyse the causes on a daily basis, initiate corrective measures and verify their effectiveness.

De Marco shall have the possibility to use a contractor, a "Coaching teams", if the contractor is unable to do so, to be charged to him.

#### **10.16 Acceptance of goods**

The quality of the product / materials / raw materials purchased by the contractor is guaranteed by appropriate guarantees. These can be: incoming control including documentation of test results and / or delivery with test certificate and proof of capacity of subcontractors. Correct documentation ensuring traceability of the batch to the subcontractor must be ensured by the contractor.

#### **10.17 Production**

Through scheduled monitoring and documentation of process parameters and product characteristics, the contractor ensures a stable and capable production process and thus the quality of the products produced by him. For special characteristics, the use of SPC (Statistical Process Control) is planned and introduced. Deviations or failure to achieve the above indicators, the corresponding capability indicators and an appropriate testing procedure must be agreed in writing with the customer.

#### **10.18 Defective products**

Products that are found to be defective in the contractor's production must always be sorted, marked separately. Separation with good quality products must be ensured, so that only defect-free products are delivered. If the sorting shows that defective products have already been delivered, De Marco must be informed immediately. In individual cases, defective products can be repaired according to the specifications, by ad hoc rework and requalified.

Such products must be marked accordingly and may not be delivered until expressly authorized by De Marco. The marking of the test status on the products and load carriers must always be identifiable.

#### **10.19 Reporting of non-conformity by De Marco**

The contractor will respond promptly to complaints of defects due to defective products. A report must be sent to De Marco within a period of 24 hours (8-D report - Immediate actions) containing at least the following elements:

- a) Description and quantity of the error
- b) Cause of the error (if determined after 24 hours)
- c) Immediate emergency measures (limitation of damage within 24 hours)
- d) corrective measures (remedy the cause, immediately after the cause has been identified)
- e) Preventive measures to avoid repetition
- f) Dates of adoption of the measures and persons responsible for implementation
- g) Warranty of supplies

Dilvio De Marco SPA undertakes to promptly communicate to the supplier the "test observation" that reports the outcome of the rejection with the relative reason.

The supplier is required to activate all necessary actions to contain the anomaly created and to immediately restore the conformity of the supplied material (100% selections at its own warehouse or at Dilvio De Marco SPA, reworking, etc.), within 24 hours of receiving the complaint itself.

The supplier is responsible for sending De Marco a corrective action plan aimed at eliminating the root causes that led to the occurrence of the problem using the 8D, 5WHY, ISHIKAWA or PDCA model, according to the timeframes reported on the testing observation sent and in table 1, below

The issuing of a complaint by Dilvio De Marco SPA to the supplier could entail an administrative cost for the management of the practice equal to € 100 which will be entirely passed on to the supplier, as well as any other costs incurred, for example, the equivalent value of the scrapped pieces, selections, reworking, and/or urgent transport.

		24 ore	entro 10 giorni	entro 30 giorni	entro 12 mesi
gestione 8D a seguito reclamo (RNC)	ricevimento RNC	immediata azione di contenimento	azione correttiva che garantisce lo stock, e le nuove forniture	azione correttiva definitiva con analisi	verifica audit da parte di DM per validare la continuità dell'azione

Tabella 1. **Nota importante:** nel caso le risposte venissero a meno, e quanto esposto in tabella non fosse rispettato, la Dilvio De Marco è costretta ad emettere un secondo RNC a fronte di una "mancata gestione" del reclamo emesso.



#### **10.20 Waiver of incoming inspection at De Marco**

Defects in a delivery (quantity and identity, quality, damage) shall be reported to the Supplier by De Marco as soon as they have been established in accordance with the circumstances of proper business. Therefore, the Supplier waives the objection of late notification of defects.

#### **10.21 Outage statistics and target agreement**

All complaints are systematically recorded and evaluated by the Contractor. Upon request, these data will be communicated to De Marco in order to compare them with those of the De Marco Supplier Evaluation. If necessary, an agreement will be discussed between the Contractor and De Marco and the concrete maximum non-compliance rates will be put in writing. Naturally, the zero-error requirement comes first, so the target agreements made are intended to be used to measure continuous improvement.

#### **10.22 Continuous Improvement Program (CIP)**

In addition, the Contractor will subject its production process to continuous improvement measures intended to continuously improve product quality and process safety.

#### **10.23 Changes to the product or process**

Planned changes to the product or process, including the provision of the service, must in principle be reported before the start of the activities and in any case require the approval of De Marco.

A coordination, regarding the scope of the changes and the additional expenses required, e.g. audits, validations, etc., must be carried out before a change between the contractor and the supplier with a cost-based decision.

Especially in the case of wear of the equipment, changes must be planned in good time. The contractor is asked to inform in good time of the expected life of the equipment.

The change index must be affixed to the packaging unit and the delivery note. Labelling must be agreed with De Marco. Deliveries must be communicated to De Marco.

#### **11 Other applicable provisions**

- [1] DIN EN ISO 9001 in the currently valid version
- [2] Directive 2000/53 / EC on end-of-life vehicles, amended
- [3] EU Chemicals Regulation, amended
- [4] EU Directive 91/155 / EEC Safety data sheet in its currently valid version
- [5] ISO 14001 in the currently valid version
- [6] IATF 16949 in the currently valid version
- [7] Quality documents: FMEA, Control Plan, PPAP according to currently valid ISO/IATF standards
- [8] Quality guidelines of the respective customers in the currently valid version

#### **12 Guarantees**



The Contractor guarantees that the products comply with the agreed technical specifications and the applicable technical and legal regulations, that they have the agreed quality and are delivered without any defects in material or workmanship.

In the event of delivery of defective products, De Marco may request:

a) Before the start of production (during the processing or assembly of the product), De Marco must, at its discretion, initially give the Contractor the opportunity to resolve and remedy the defect or to replace it, unless this is unreasonable for De Marco.

In case of urgency or if the Contractor does not comply with the request to avoid delay or refuses it, De Marco may withdraw from the Agreement without further notice and return the goods at the Contractor's risk or have the defect repaired by itself or by a third party. The costs will be borne by the Contractor.

If the same products are delivered again defective, De Marco is entitled, after written notice, to also take these back and to consider this as a failure to deliver.

b) If the defect is detected only after the start of production, De Marco may:

- demand additional performance and implement transport costs necessary for the purpose of the additional performance, as well as removal and installation costs (labor costs, material costs, if agreed)

- demand compensation for consequential damages resulting from the defective delivery as well as damage caused by De Marco to its customer in accordance with the law. Damage caused by defects is damage that De Marco has suffered due to the delivery of defective products.

The defective products must be made available by the contractor to De Marco upon request and at its expense.

The warranty period is 36 months after delivery of the product by De Marco to its end customers or at the latest 48 months after delivery of the product to De Marco.

### **13 Liability**

The liability of the contractor for damages and reimbursement of expenses is governed by the statutory provisions, as well as to the extent provided below.

Contractor indemnifies De Marco and its affiliates from all liabilities, to the extent that it shall indemnify and hold harmless from costs, damages and expenses (including legal fees) incurred or resulting from an event of death, personal injury or property damage caused by (a) defective goods; (b) Contractor's breach of duty in the Delivery Agreement, (c) Contractor's intent or negligence or (d) failure to comply with applicable laws, statutes, regulations, provisions or notices.

If Contractor's employees, agents, subcontractors or other representatives (hereinafter referred to as "Seller's vicarious agents") are present on De Marco's premises, Contractor shall be responsible for all their acts and omissions and undertakes to: indemnify and hold harmless De Marco from any and all liability for property or personal injury or death (including legal and administrative costs) arising from the acts and omissions of Contractor's agents. The indemnity obligation set forth in this section shall not apply to the extent that the claims arise from De Marco's negligence or willful misconduct.

If the Contractor delivers defective goods, it indemnifies De Marco and its affiliates for all liabilities, costs, damages, losses, claims and expenses (including legal fees) caused by a claim. When deciding to implement such a claim, De Marco exercises its discretion in accordance with its duty to take due account of the interests of the contractor.

#### **14 Confidentiality**

Both parties will keep all information acquired in the course of their cooperation confidential towards third parties for the duration and even after termination of this Agreement, unless and unless such information was generally known before the commencement of this Agreement, or the other party waives confidential treatment in writing.

Third parties as well as the end customer are not involved in the provisions of the Agreement, unless it is required for the production process and is thus also required to maintain confidentiality.

#### **15 Term of the Agreement and termination**

This agreement enters into force upon signature by both parties and is for an indefinite period.

This agreement may be terminated by either party at the end of a calendar year, with a notice period of 3 calendar months. In the event of ordinary termination of this Agreement, the delivery terms already agreed upon remain unaffected. For individual contracts, the provisions of this Framework Agreement continue to apply. In the event of termination, any claim regarding the acceptance of order quantities of the current delivery programs is expressly excluded.

The right to withdraw without notice due to force majeure remains reserved to both parties. A cause of force majeure for De Marco may be, if

- the End Customer Agreement with De Marco is terminated prematurely,
- the Contractor does not meet the quality requirements under this Agreement,
- a repeated delivery of damaged, defective or even late products by the Contractor occurs despite a reminder,
- insolvency proceedings are initiated against the assets of the Contractor or the opening of the same is rejected due to lack of activity,
- a change in the entry of shareholders of the Contractor occurs.

If the regulatory content of the individual provisions of this Agreement extends beyond the end of the Agreement, these provisions shall continue to apply even after the end of the Agreement.

In the event of termination or other termination of the Agreement, all products supplied to the Contractor by De Marco, including all drawings and other documents, devices and equipment, must be returned to De Marco without delay, regardless of whether they are processed or not.

## 16 Ecology

The Contractor shall comply with the current legislative, national and sectoral provisions on environmental protection and recycling as a minimum requirement within the scope of the technical description provided.

The Contractor undertakes to carry out continuous monitoring of the environmental compatibility of subcontracts, contractual products and production processes, as well as

- Minimization of resource consumption
- Environmentally friendly packaging, transport and logistics concepts
- Prevention of hazardous substances according to the list provided by the end customer
- Labelling of materials for effective recycling.

## 17 Compliance clauses

The Supplier shall endeavour to maintain decent working conditions in its environment by appropriate limitation of working hours, compliance with minimum wages and protection of health, refraining from violations (social standards).

In particular, the supplier confirms that it will not employ any person under the age of fifteen (15) or, in the case of hazardous work, any person under the age of eighteen (18) for the manufacture of goods or the provision of services (hereinafter "child labor").

The supplier shall ensure that its suppliers do not use child labor in the manufacture of goods or the provision of services and confirms that it is not aware that any of its suppliers of goods and services uses child labor. The supplier hereby confirms that workers employed by it or in the future for the production and delivery of goods or the provision of services are voluntarily employed. The supplier confirms that neither it nor its suppliers of goods and services currently use or will voluntarily use forced labor.

The supplier is obliged not to commit acts or to refrain from actions that may lead to criminal liability for fraud or breach of trust, insolvency crimes, crimes against competition, the granting of advantages or bribes of employees of the seller or third parties. The supplier expressly declares that it will not grant financial benefits or other gifts to De Marco employees or their family members in order to receive orders from De Marco in return.

The supplier is aware that the provisions of this clause are essential contractual elements. The supplier hereby expressly agrees that if De Marco determines a breach of the provisions of this clause, De Marco will inform the supplier and De Marco has the right to terminate this Agreement and all individual contracts without notice for just cause. The supplier will indemnify De Marco for all liabilities arising from a breach of this provision by the supplier by way of compensation.

## 18 Final provisions

The place of delivery of the products is the De Marco branch specified in the respective delivery schedule or specific order.

In the event of conflicting provisions, the following documents apply in the order indicated, whereby the provisions of the above-mentioned point apply as follows:

- the order including delivery plans,
- operational headquarters of the De Marco company,

The provisions of this framework agreement shall take precedence.

No further agreements exist. Amendments and additions to this framework agreement must be submitted in writing. This also applies to the modification of the written form requirement itself.

In the event that one or more clauses of this Agreement are or become invalid or totally or partially invalid or if this agreement contains a gap, the validity of the provisions of this Agreement shall nevertheless remain unaffected.

The parties are obliged to perform it in good faith and in good faith must be to change an ineffective provision with a similar permitted provision in the event of economic success, provided that no material change to the contractual content is made as a result.

Airasca,

Luogo e data:

DILVIO DE MARCO SPA  
CEO GLORIA DE MARCO

TIMBRO E FIRMA LEGALE RAPPRESENTANTE

de marco

Pursuant to articles 1341 and 1342, paragraph II, of the Civil Code, the Parties acknowledge having expressly dealt with, discussed, agreed upon and accepted all the conditions and provisions of this Agreement, in particular those referred to in numbers 1. "Object of the Agreement", 2. "Individual contacts", 3. "Production means (equipment)", 4. "Delivery conditions, quantities, orders", 5. "Prices and payment terms", 6. "Delivery conditions", 7. "Subcontractors", 8. "Incoming goods control", 9. "Dates and delays", 10. "Quality, logistics and environment" (including sub-points 10.1 to 10.23), 11.. "Other applicable provisions", 12. "Guarantees", 13. "Liability", 14. "Confidentiality", 15. "Term of the Agreement and termination", 16. "Ecology", 17. "Conformity clauses", 18. "Final provisions" and, after rereading them, expressly declare that they wish to approve them.

Airasca,

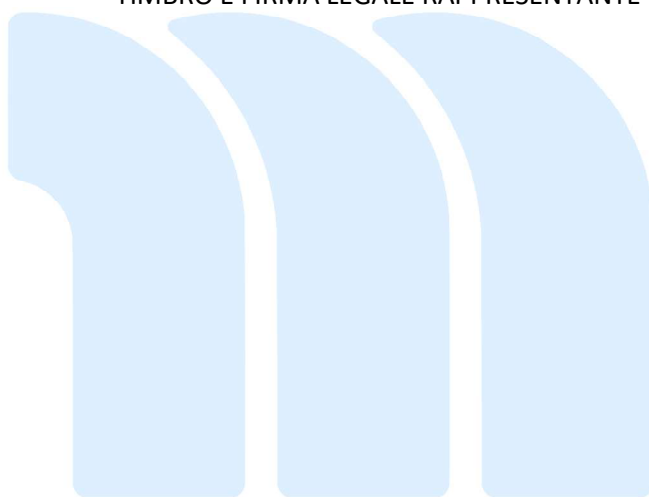
Luogo e data:

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DILVIO DE MARCO SPA  
CEO GLORIA DE MARCO

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TIMBRO E FIRMA LEGALE RAPPRESENTANTE



de marco