

## GENERAL SUPPLY CONDITIONS

1. Unless otherwise specified in the order special provisions, the supply to AgioMetrix srl ("AgioMetrix") is regulated by the following General Supply Conditions ("General Conditions") together with the guarantee conditions ("Warranty Conditions"). They represent the agreement between the Parties and replace any other communication between them, including any other provisions contained in any other document which does not expressly derogate from these General Conditions.
2. Within 10 days from the order date, the Supplier must sign and return the enclosed Order Confirmation ("Order Confirmation"). If the Supplier fails to return the Order Confirmation within the above specified period, the order will be considered accepted under the conditions specified therein.

## 2. TERMS OF DELIVERY

2.1 Delivery shall take place according to the detailed instructions in the Order. Any change requires prior written consent from AgioMetrix.

2.2 If the delivery takes place more than one week in advance of the contractual date, AgioMetrix has the right to:

- (i) return it at Supplier's expense and risk; or (ii) accept it and postpone the related payment to the date on which the invoice would have been paid, if the contractual delivery date had been respected.

2.3 In case of delay in delivery, AgioMetrix may apply a penalty to the Supplier equal to 2% of the value of the supply delay, for each week of delay following the two-week tolerance period, up to 10% of the total order value.

Regardless of the previous right to settle claims, in any case of delayed delivery AgioMetrix can partially or fully resolve the Order according to provisions of point 14.1, or, alternatively, AgioMetrix will be entitled to purchase elsewhere at Supplier's expense and risk.

2.4 The Supplier is required to make deliveries in accordance with the quantities shown in the purchase order. In this regard, AgioMetrix reserves the right to refuse and send back to the Supplier all the material exceeding the quantity established in the purchase order (buying order).

## 3. PROPERTY

3.1 Ownership of the supply will be transferred to AgioMetrix at the time of delivery. Such transfer of ownership does not constitute acceptance of the supply.

## 4. ACCEPTANCE

4.1 The acceptance of the supply shall be made by the AgioMetrix quality control manager, who has the right to refuse delivery if it does not comply with order requirements, or is not suitable for the purpose or is defective. The refused supply will be returned at Supplier's risk and expense.

4.2 Any non-compliance or defect will be notified to the Supplier in writing at the end of the acceptance process or during its execution and/or installation, or during acceptance tests, within thirty (30) days from evidence of such non-conformity or failure. The refused supply will be made at Supplier's expense and risk.

4.3 The Supplier hereby acknowledges and accepts that rejected supply is considered as not delivered and clause 2.3 applies.

## 5. PRICES AND PAYMENTS

5.1 The prices indicated in the order are fixed until supply completion.

Payments will be made in accordance with order provisions, provided that: (i) a valid invoice has been issued; (ii) the present supply has not been rejected pursuant to paragraph 4; (iii) the Supplier provides a declaration listing all outstanding invoices within the first week of each month following the delivery.

5.2 Any breach notified by AgioMetrix to the Supplier relating to one or more of the outstanding orders, authorizes AgioMetrix to withhold payments until the Supplier remedies such breach or default.

5.3 Claims arising from the order cannot be transferred or assigned to third parties, without prior authorization from AgioMetrix.

## 6. PROJECT RIGHTS

6.1 If the supply specified in the order has to be provided in accordance with projects, drawings, technical specifications and any other type of documentation ("confidential data") belonging to AgioMetrix or to AgioMetrix licensees, the Supplier undertakes to use the confidential data exclusively for the purpose of the order. Furthermore, the Supplier undertakes not to copy and/or disclose them to third parties without written consent from AgioMetrix. Such confidential data must be formally returned to AgioMetrix after the completion or end of the order.

## 7. ALLOWANCE

7.1 As regards the order, the Supplier undertakes to assume responsibility or to indemnify and keep AgioMetrix free from third parties claims for damages, liabilities and expenses resulting from: (i) any damage, loss, death or injury caused by an act of negligence or omission by the Supplier or one of the subcontractors, even if not authorized; (ii) any alleged or effective violation of any patent, registered designs and models, trademark or copyright existing or in progress at the date of the supply order.

## 8. GUARANTEE AND CUSTOMER CARE

8.1 The Supplier ensures that the supply complies with the requirements of the order and all its relevant documentation; (i) is free from materials and/or workmanship defects, (ii) is free from software defects, (iii) is free from design defects.

8.2 The warranty period referred to in points (i) and (ii) shall be 18 months or 12 months from delivery of the supply to AgioMetrix customer from the first available date.

8.3 In case that such defects or malfunctions are not resolved by the Supplier within a period of thirty days from AgioMetrix's notification, the Supplier has the right to remove them at its expense and risk and to terminate the order in accordance with clause 14.1.

8.4 Any repairs to the supply shall suspend the warranty period from the date of notification of the defect until the delivery date of the defective goods.

## 9. ADVERTISING

9.1 The supplier cannot disclose the Order or its content without prior written authorization from AgioMetrix.

## 10. WORK ON-SITE

10.1 The Supplier agrees that any intervention at AgioMetrix's premises, following the order, is subject to the General internal working Conditions of AgioMetrix, which the Supplier is required to request in advance

## 11. TRANSFER AND SUBCONTRACTING

11.1 The order must not be assigned by the Supplier to third parties without prior written consent from AgioMetrix.

11.2 Each subcontract must be assigned by the Supplier exclusively to duly authorised suppliers and approved as sub-tier; In case of subcontracting, Supplier is not relieved of its obligations and responsibilities arising from the fulfilment of the order.

Supplier is responsible for the actions or omissions of sub-tier suppliers as well as for its actions and omissions.

The Supplier cannot refuse the responsibility due to actions of sub-tier producers, appealing to abuse in the outsourced work, to lack of awareness in the choice of sub-tier suppliers and to the impossibility to prevent their actions.

**11.3 The Supplier must allow AgioMetrix to access the subcontracting chain.**

## 12. AMENDMENT OF THE ORDER

12.1 The order is editable in writing exclusively and the Supplier shall sign and send the relative Order Confirmation to AgioMetrix, modified within 10 days from the modification date.

If the Supplier fails to return the modified Order Confirmation within the above deadline, the amendment will be considered as accepted for implementation.

## 13. CONFIDENTIALITY

13.1 All information and data contained in the order and its attachments must be treated with the utmost confidentiality and used for order purposes only and must not be disclosed to third parties.

## 14. ORDER RESOLUTION

14.1 Regardless of any other rights held by AgioMetrix, at any time during the order process, AgioMetrix may, by written communication to the Supplier, partially or fully resolve the order, from the date of such communication sent to Supplier (or any other date defined in the communication) when any of the following events occurs:

- (i) Supplier fails to ship the delivery within the agreed delivery date - after the Supplier has been called upon to resolve the breach within the specified date;
- (ii) Supplier fails to ship the supply in accordance with technical and quality requirements required and/or applicable in the order - after the Supplier has been called to resolve the breach within the specified date;
- (iii) Supplier does not comply with clauses 6.1, 8.3, 9, 10 11,12 and 13;
- (iv) Supplier does not comply with safety or environmental standards that cause any damage to AgioMetrix - after the Supplier has been called upon to resolve the breach within the specified date;
- (v) the Supplier ceases its activities and/or becomes insolvent, declares bankruptcy, starts the liquidation procedures or makes voluntary agreement with its creditors or is subjected to liquidation of its assets.

14.1.1 Regardless of any other rights, if the order is terminated, in accordance with clause 14.1, AgioMetrix has the right to request the Supplier to recover any costs, charges or expenses incurred, including those to get supply elsewhere.

14.2 In all cases other than those in point 14.1, AgioMetrix has the right to partially or fully cancel the order, with a notice period of one month ending the last calendar day, by written communication to the Supplier.

14.3 On receipt of the order termination notice, all interrupted work must be immediately stopped and AgioMetrix will pay the Supplier a fair and reasonable sum in relation to any direct losses incurred by the Supplier only because of such termination.

The Supplier waives any claim (including compensation) arising from such termination and undertakes to minimise the direct loss resulting from such termination.

In no case should the amount paid by AgioMetrix for the interrupted work exceed the price which would have been paid if the work had been completed.

AgioMetrix reserves the right to recover any completed part of the supply along with all the relevant documentation.

## 15. PRESERVATION

15.1 The Supplier, **where applicable and required by the order**, must preserve **and prevent the contamination or introduction of foreign objects to the product** during all phases of the provision of services (identification, handling, contamination control, packaging, storage, transmission, transport ).

## 16. RIGHT OF ACCESS

AgioMetrix has the right to get in contact with any Supplier involved with AgioMetrix products, including any sub-Supplier.

The Supplier must grant AgioMetrix customers (or the representatives authorized by the customers) and/or Authorities, the right to access the premises where the work commissioned by AgioMetrix is carried out.

This right of access shall be used to verify that the undertaken quality assurance activities meet the AgioMetrix contract/order requirements.

**17.REGULATORY REQUIREMENT**

17.1 In compliance with the requirements of the supply quality standards, the Supplier shall ensure that:

- (i) a quality management system is activated and maintained
- (ii) use sub-suppliers approved or designated by the customer as indicated in the AGIOMETRIX order
- (iii) transmit to its sub-suppliers all the requirements specified in the AGIOMETRIX order including those of the customer
- (iv) services offered are conducted by qualified personnel, including, where necessary, qualification certificates,
- (v) no counterfeit or invalid products, documents and services have been used,
- (vi) the staff is aware of their contribution to the conformity of the good or the service provided,
- (vii) the staff is aware of their contribution to the safety of the goods or services provided,
- (viii) the staff is aware of the importance of ethical behaviour and acts accordingly,
- (ix) quality records relating to the services provided to AGIOMETRIX must be kept for at least 5 years from the date of creation of the parts themselves.
- (x) any subcontractors are informed and operate in accordance with the above points.

17.2 With regard to ongoing supplies, the supplier must guarantee the suitability and traceability of the infrastructures used to carry out the service.

**18. APPLICABLE LAW**

18.1 The order must be interpreted and regulated in accordance with Italian law. Jurisdiction: Bologna.

**Supplier:**

Company name ..... Adress .....

VAT Number..... Date .....

Stamp and signature for the acceptance

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