

M.C.A. S.r.l.

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Register of Companies of Milan

Share capital € 2,150,000.00

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GENERAL TERMS AND CONDITIONS OF SUPPLY

1. PURPOSE

The purpose of this document is to set out guidelines and the general terms and conditions of purchase regulating the relations between MCA and its suppliers, in order to protect the mutual interests and with the aim of achieving continuous improvement of the quality management system.

The specifications of these General Terms and Conditions are valid for each delivery agreement existing or to be made between MCA and the supplier and is applicable to all the supply and manufacturing processes. Supplies should be carried out in full compliance with the regulations in force concerning health, safety and the environment.

2. CONFIDENTIALITY AND PRIVACY OF INFORMATION

The supplier agrees to keep strictly confidential and secret and shall not disclose or give to any third party documents, processes, formulas, data, drawings and projects that will be provided by MCA in order to develop new processes. It is understood that all this information will still be owned by MCA and that upon request, the supplier shall promptly return any document containing such information, removing all information stored on computers or other media.

The signing of this agreement is required with the form no. 1 attached to these General Terms and Conditions.

3. LIABILITY OF THE SUPPLIER AND INSURANCE COVER

With the acceptance of the order, the supplier is obliged and agrees to comply with all provisions of the law on taxation, social security, insurance, especially for issues related to child labour and environmental pollution. Each delivery is to be considered covered by the guarantee that the goods will be free from faults and defects of any kind with the result that the complaint can always be presented pursuant to Legislative Decree 206/2005 Art. 132. The supplier shall also ensure the compliance of the material as indicated in drawings and other specifications provided by MCA

In particular, it must guarantee:

- The complete relevance to the drawing transmitted at the time of order, including dimensions, tolerances (geometrical, position, dimensional), mechanical properties, hardness, roughness
- Guarantee and prevent damage of the material due to handling or other causes related to the production process, contract work and shipping.
- Full compliance with the requirements expressed in the order.
- Guarantee and ensure that the surface treatments carried out in order to prevent corrosion, whether of electro-galvanic nature or other technologies, are carried out in accordance with the standards in force and in such a way as to meet the requirements expressed in the order, with particular reference to the thickness, hardness, corrosion resistance and dimensional tolerances

- For all items purchased in accordance with DIN-ISO-UNI, demonstrate the full compliance with the standards.
- Guarantee compliance with REACH and RoHS standards. Any deviations from these requirements will result in non-compliance of which the costs (direct and indirect) and of which the management will be appropriately quantified and specified.

4. PURCHASE ORDERS

The supplier shall transmit the relative confirmation to MCA, within 5 working days, from receipt of the order. Any variations with respect to what was previously agreed upon must be authorised by MCA. After this period the order will be considered accepted in its entirety. Any change in delivery dates requested or the dimensions, tolerances, materials or other specifications must be agreed on and approved by the Purchasing Department.

If necessary MCA reserves the right to cancel the order wholly or partially at any time, verifying and recognising the status and providing delivery and billing instructions. **A tolerance $\pm 5\%$ is generally granted** and the case of non-observance of such percentage MCA reserves the right for the surplus amount to be borne by the supplier or to request delivery of the missing quantity. In addition to the requirements indicated in the order, the supplier must comply even to different specifications sent that may be particular for the individual delivery or general depending on the type of supply (see Annexes 2, 3 and 4)

5. DELIVERY TERMS

The terms of delivery indicated in the orders are to be considered binding and mandatory. The supplier agrees to comply with the delivery dates stated in the order. The date specified in the purchase order represents the arrival date of the material at the MCA warehouse. In case of any delays the supplier agrees to promptly notify MCA well in advance. Otherwise, MCA will have the right to:

- Consider the order cancelled
- Request compensation for the costs that MCA may incur as a result of production stops due to delayed supply
- Request compensation of any express shipping to its customers to avoid production stops
- Request compensation of any additional costs related to the supply of the material from other sources.

Deliveries may only be made in the morning, from Monday to Friday from 8.30 to 12.00. Generally, deliveries are not accepted after the 25th of the month unless specifically authorized by the Purchasing Office.

6. DELIVERY METHODS

Material must be delivered to MCA under such conditions as to prevent damage or loss of cargo during transport and storage operations. The material should be sent in appropriate packaging and comply with the requirements. Unless otherwise specified the maximum weight of packing units must not exceed **15 kg. GROSS**, the packaging must have standard sizes, be stable and well protected in such a way that during transport the material is not damaged or overturned. All materials must be clearly recognisable and each package highlighted by specific labels as indicated in the point related to traceability. For free transport, the MCA supplier will stipulate appropriate insurance to cover the goods. Transportation costs related to subdivisions of deliveries shall be borne by the supplier.

7. PRODUCT TRACEABILITY AND IDENTIFICATION OF THE MATERIAL

Traceability must be guaranteed by the supplier along the entire chain of its production processes, including incoming materials, galvanic and thermal treatments, and any third party processing. The material identification labels must at least show the following information:

- Description of the article
- MCA Code of the article
- Number and revision index of the relative drawing
- Quantity per package
- Batch identification number for traceability in production
- MCA order number

8. NON-CONFORMITY DETECTED

If the material is not acceptable or rejected, in whole or in part, subject to reporting, it will be made available to the supplier for the withdrawal and replacement. Where the responsibility of the supplier is proven, the relative return of the goods is always borne and charged to the same. Such material should be re-credited with the issuance of the relative credit note and the supplier must agree with MCA, on the methods for return and reintegration of the goods.

In the event that MCA is forced to incur expenses for reasons attributable to the supplier's responsibility (selections, reprocessing, stop of production, further assessments on non-compliance, recalls, travel expenses caused by non-compliance, express shipping) a debit note will be subsequently drafted to the supplier for the amount of expenditure. These fees will be agreed beforehand subject to the capacity and ability of the supplier to perform such operations within the time required by the production needs. It should be noted that following a report of non-compliance the supplier must provide a response to MCA within a maximum of 24 hours stating clearly the corrective actions in the short, medium and long term. In the case of components for the automotive industry, the management of the non-compliance will be requested at least in the 8D Report form in accordance with the following deadlines:

- Within 24 hours: containment actions and immediate actions;
- Within 5 days: planned long-term corrective actions;
- Within 10 days: detailed long-term corrective actions.

9. DOCUMENTS TO BE ATTACHED TO THE SUPPLIES

Each delivery must be accompanied, without charge, by:

- Transport document duly completed
- Declaration of origin of the material
- Raw material certificate with specified mechanical properties and chemical analysis
- Dimensional Ratio (if requested)
- Certification of the galvanic treatment or other protective coatings (characteristics, thickness, mechanical testing)
- Other documentation, where specified at the time of order, depending on the application required (e.g. PPAP documents). Unless otherwise specified the sampling orders must be accompanied by PPAP Level 2

10. SUPPLIER QUALITY

The supplier will dedicate and implement the resources needed to ensure the continuous improvement of the quality of its processes, implementing a Quality System according to IATF 16949 standard.

In any case, the application of the following sequence is accepted in order to meet this requirement:

- compliance with UNI EN ISO 9001 through second-party audits
- compliance with UNI EN ISO 9001 by third party audits carried out by an accredited certification body according to ISO / IEC 17021 and recognized by IAF MLA
- UNI EN ISO 9001 certification with the addition of the requirements of the automotive sector quality management system through second-party audits.
- UNI EN ISO 9001 certification conforming to IATF 16949 through second-party audits
- IATF 16949 certification by third party audit by a recognized IATF certification body

The supplier agrees to properly analyse the feasibility of the implementation of the items requested, highlighting during the negotiation stage any changes, improvements, suggestions, in order to comply with the construction requirements/use of the product. At the request of MCA or its customers, the supplier shall give his availability for the approval of the process at their factory in the presence of MCA and/or end-customer staff. In any case, the supplier must provide evidence of the capacity of its process control.

The supplier agrees to maintain the traceability regarding the production and delivery of its parts for at least 10 years, including all documentation concerning the process control. All documentation must be adequately kept and made available for consultation.

When requested the supplier will be required to prepare its own flow chart in order to detail and specify all the stages of the production and control processes. The chart will gather all the information pertaining to the manufacture, inspection, transport, packaging and anything else necessary. The supplier must also provide evidence of having drafted its control plan with direct evidence of the equipment to be used for testing, the critical features to be monitored and their reference drawings, therefore, guaranteeing that the material provided is consistent with the design or the standards required.

If requested, the supplier must provide evidence of having conducted FMEA analysis (product and process). The control plan and associated documents may be requested from MCA and the supplier must provide evidence of the tests carried out (from the acceptance of the raw material to the delivery of the finished product). The traceability of the raw material, any external treatments or subcontracted work, must be guaranteed in equal measure.

The dispatch of any samples must be made with appropriate identification of containers, with the necessary documentation attached.

11. MODIFICATIONS

If the supplier intends to make changes to the production process, the authorization of MCA must be requested in advance. Where, in the opinion of the same, the change does not make changes to the characteristics of quality and/or reliability of the product, this may be introduced. Otherwise, the procedure to be followed will be agreed, which may require repeating the approval stage.

The supplier shall be liable for any damage that may occur to the company for the introduction of changes that were not authorised.

12. EXCEPTIONS

Any deviation from the drawings and/or technical requirements must be the subject of an application for exception.

In case of urgent production requirements, the Supplier may be authorised by the Company to produce temporarily as an exception, without having obtained the approval.

13. CODES OF CONDUCT

MCA has adopted their own codes of conduct regarding the management of problems of social impact in accordance with the rules of national law and ethical standards (see Annexes 5, 6 and 7) for the regulation:

- health, safety and respect of labour rights
- prohibition of child labour
- fight against discrimination

and to combat corruption and anticompetitive behaviour, internally regulating all aspects related to gratuities and bonuses, nepotism or patronage and price fixing and/or other incorrect trade agreements.

MCA expects its suppliers to operate with the same level of ethics and integrity, in accordance with the law to adhere and put into practice the policies necessary to combat corruption within their organisations.

On our website www.mcattruccazzano.it are available our Codes of Conduct with related Whistle Blowing Policy

14. VALIDITY OF THESE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are valid for an indefinite period of time unless otherwise agreed at a subsequent time that must still be agreed with MCA

Annexes:

- 1 - Confidentiality agreement
- 2- Supply requirements for galvanic treatments
- 3- Supply requirements for tapes, plates and strips
- 4- Supply requirements for dies, standard die parts and materials for dies, machines and equipment
- 5- Code of Ethics
- 6- Anti-Bribery & Corruption Policy
- 7- Antitrust Policy

15. EXPLICIT ACCEPTANCE CLAUSE

The supplier declares to have read, understood and agreed to all the terms and conditions expressed in these General Terms and Conditions and their annexes.

| Issued QMS – O. Sozzi | Approved by ACQ – R. Gheller | Rev. | Date, Stamp and Signature of the Supplier for acceptance of the General Terms and Conditions and their annexes |
|--------------------------|---------------------------------|------|--|
| Data 23/05/2017 | Data 23/05/2017 | 1 | |

CONFIDENTIALITY AGREEMENT

This confidentiality agreement was stipulated between the parties, MCA S.r.l., with registered office at Via Gran Sasso 6H, 20060 Truccazzano Mi (Italy) and the Supplier, whose name is indicated at the end of this document.

PURPOSE

The purposes of this document are the following:

- protect MCA customers from the risk of possible unauthorised disclosure of confidential information
- protect MCA from exclusion from trade relations between Customer and Supplier.

ARTICLE 1 - Definitions

THE PARTIES AGREE AND STIPULATE THE FOLLOWING: For the purposes of this agreement, confidential information refers to information, data or documents of any kind, including technical, legal, strategic, commercial, research information, specifications or products of which the Supplier becomes aware through MCA, in writing, orally or through any other means.

ARTICLE 2 - Protection of Confidential Information

The Supplier agrees to use the confidential information solely for the purpose of analysing the technical and commercial details needed for the study and compilation of the offer to MCA

ARTICLE 3 - Use of Confidential Information

The supplier agrees for a period of 10 (ten) years from the date of receipt of the confidential information to:

- a- take all possible measures to ensure confidentiality;
- b- ensure dissemination in a controlled way:
 - internally, only to employees involved in the study and in the preparation of the offer, which must still comply with the terms of this agreement
 - externally, only to third parties possibly involved with the study of the product/process and only with the express permission of MCA
- c- not copy or reproduce any confidential information, in whole or in part, without the express permission of MCA

ARTICLE 4 - Ownership of Confidential Information

All confidential information and copies thereof transmitted by MCA to the Supplier shall remain the property of the Customer, so any written documentation must be promptly returned to MCA if required. Under no circumstances shall the disclosure of Confidential Information expressly or implicitly confer any kind of right of ownership to the Supplier.

ARTICLE 5 - Obligations

The Supplier acknowledges that the Customer constitutes a fundamental production and sales resource for MCA and therefore agrees not to contact or entertain business relations of any kind and entity with him, directly or indirectly, even through third parties, both individuals and legal entities. In the particular case in which the owner of the information, becoming Customer of MCA or being already such, explicitly requests to visit the place of production of parts made outside of MCA, the parties (Customer, MCA and Supplier) will sign an additional private agreement which prohibits the possibility that direct business relations are created between the Supplier and the Customer of MCA with the exclusion and damage to MCA. The expiry or termination of this agreement for any reason does not relieve the supplier in any way from the

obligations contained in Articles 2 and 3 on the protection and use of Confidential Information and Article 5 (paragraph Private Agreement Supplier-Customer of MCA)

The conditions contained in this agreement in no way oblige MCA to transmit or disclose confidential information to the Supplier. This agreement does not oblige in any way the parties to stipulate a contract or agreement, or grant any rights or any other type of guarantee to the Supplier.

ARTICLE 6 - Court of Competent Jurisdiction

This Agreement is governed by Italian law.

In case of dispute, the competent court will be that of Milan.

SUPPLY REQUIREMENTS FOR GALVANIC TREATMENTS

QUALITATIVE STANDARDS:

- 1) Each supply must be accompanied by a product compliance certificate indicating the thickness measurements of the coating and the adherence test result.
The certificate must be drawn up in accordance with UNI EN 10204:05
- 2) The thickness of the treatment indicated in the documents is always understood as the minimum thickness required.
- 3) The thickness of the coating is to be guaranteed over the entire work piece.
- 4) The components must be free from defects, bubbles and/or stripping.
- 5) The appearance should be uniform, there must be no stains and/or streaks.
- 6) The presence of deformed pieces and/or foreign bodies is not tolerated.

SUPPLY SPECIFICATIONS:

- 1) Articles in containers should always be put back in the same container where there were shipped, it is absolutely forbidden to mix them with other pieces or batches of the same article and the traceability must be maintained
- 2) Articles in containers should be put back into the containers without mixing different batches and paying particular attention to maintain separate different figures of the same code
- 3) All articles have a unique identification card (green card) that shows the item code, quantity, batch traceability and indicates the number of containers of the same batch. This card should be kept even after treatment and should not be lost or confused with others.
- 4) Only one article should be placed on each pallet
- 5) The required treatment is indicated on the DDT and on the identification card of the pieces, in the event of any inconsistency between the treatment required on the DDT and that indicated on the card, it is mandatory to request information before starting the processing.

SUPPLY REQUIREMENTS FOR TAPES, PLATES AND STRIPS

SIZES, WEIGHTS AND PACKING

Supplies of tapes must respect to the following requirements for weight and measurement:

- inner diameter of the tape: 380 ÷ 400 mm. (the internal diameter of 500 mm may be admitted in some cases for ferrous materials, but must be explicitly requested in the order)
- external diameter of the tape: 900 mm MAX
- single roll weight: 600 kg MAX
- weight of the pallet: 1,500 kg MAX (700 kg MAX for plates and strips).

Any need for the supply of rolls with a greater external diameter (and consequently greater weight of rolls and pallets) must **ALWAYS** be explicitly specified when ordering.

The supply of plates and strips must strictly comply with the requirements (length, width and thickness) indicated in the order, while the weight of each pallet must not exceed 700 kg.

In the event that, by mistake, the order had not specified all of the sizes the supplier is requested to request them in writing.

CAUTION:

- Only one article should be placed on each platform (tape, plate or strip)
- Pallets containing two or more articles/sizes are not accepted.

PAPER OR PROTECTION BETWEEN THE COILS OF THE TAPES AND PLATES

A paper protection between the various coils of the tapes or on the surface of the plates or strips is STRICTLY required only for the supply of BA type STAINLESS STEEL.

CAUTION:

In all other cases, the presence of paper must be explicitly requested when ordering, or previously agreed and established by mutual agreement and formalised in writing.

- Supplies with paper or other protection are not accepted unless explicitly requested in the order
- The use of **PVC** or other alternatives to paper must be arranged in advance.
- Suggestions by the supplier during the ordering stage are always welcome but must be agreed and approved in writing

MATERIAL IDENTIFICATION

Each pallet must **ALWAYS** specify: name of the supplier, type of material, weight, size and batch number and if possible also the MCA article code.

Any exceptions or discrepancies of delivery requirements must be previously agreed upon, and after that, they shall be clearly indicated on the transport document and physically reported in an appropriate way on the outside of the pallet using a clearly visible card

QUALITY

- Each supply must **ALWAYS** be accompanied by its test certificate showing the chemical and mechanical characteristics, as specified in the order.
The certificate must be drawn up in accordance with UNI EN 10204:05
- Tapes/plates/strips must **ALWAYS** have an adequate level of lubrication (not too little nor too much) to protect against corrosion.

- Tapes/plates/strips must be free of sharp burrs due to poorly executed shearing and must be free from camber defects such as to create difficulty during use. Otherwise they will be returned to the supplier.

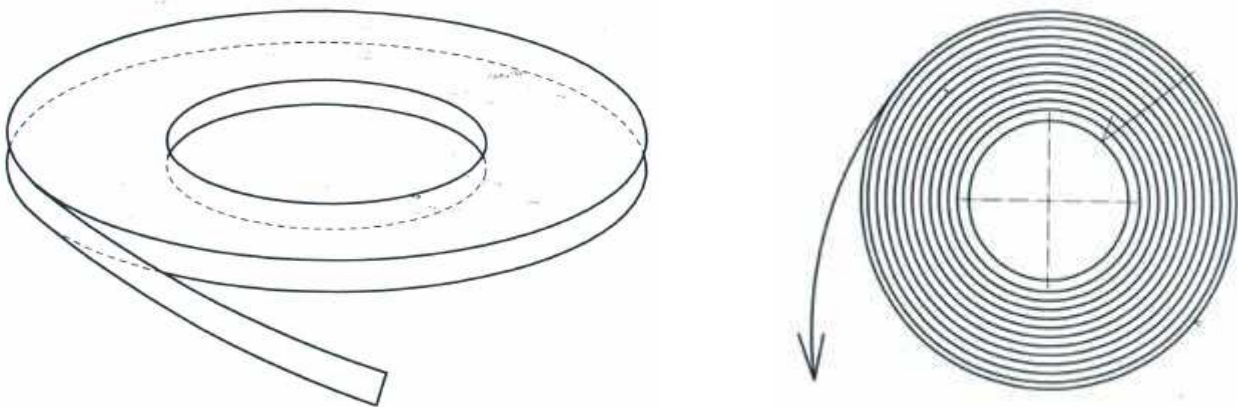
SUPPLY TERMS AND CONDITIONS

- The packaging should be done using pallets and suitable for the use with pallet trucks and must be designed to ensure the protection and preservation of the material.
- Tapes must be protected from the external elements by a PVC film
- each tape must have **at least 4 radial metallic** straps and one perimeter metallic strap along the outer circumference; also the pile of tapes must be properly secured to the pallet by suitable fixing straps. Since these are safety requirements, transgressions are not admitted.
- Wooden blocks of at least 5cm should **ALWAYS** be placed between one tape and the other, placed in a radial direction compared to the tape. Pallets of tapes without separators or with separators of a height less than that requested will not be accepted.

For the provision of special tapes that do not require the presence of spacers, the delivery method must be agreed in advance and stated in the order.

WINDING DIRECTION OF THE TAPES

All tapes should be placed on the pallet respecting the winding direction indicated by the illustrations below (the second figure represents the top view = PO (horizontal plane)).



EXCEPTIONS

Articles with particular characteristics that differ from standard are managed by dedicated and coded supply specifications which shall be indicated in the order.

Tapes wrapped in coils, multi-coil or other special tapes, will always have a relative dedicated specification, which is reported in each order.

Please note that all exceptions must be agreed and be formalised in the order.

SUPPLY REQUIREMENTS FOR DIES, STANDARD DIE PARTS AND MATERIALS FOR DIES, MACHINES AND EQUIPMENT

The supplier undertakes to carry out the supply in compliance with the terms, conditions and prices defined in the order, with its organisational and productive capacity at their own risk and expense. All costs related to the supply for the proper execution of the order shall be borne by the supplier, except those eventually agreed to be borne by the customer.

PRICE

The agreed price is to be considered fixed and invariable unless other arrangements have been agreed with the customer. The payment will be made by the purchaser to the supplier in accordance with the purchase order.

Supplier requests of price revision compared to what was agreed in the original purchase order with respect to the customer's requests for changes needed to comply with the requirements of the order must be evaluated in order negotiation stage.

DELIVERY TERMS

The delivery time specified in the order is to be considered as the essential deadline in accordance with Art. 1457 of the Italian Civil Code. The supplier is granted an extension of a maximum of 1 week only in case of proven occurrence of unexpected and adverse events.

The supplier shall provide a **planning document** that takes into account all the stages of implementation of the die/system/machine/equipment. This document must be periodically updated to track the progress of the goods during the implementation.

In the case of further delay MCA S.r.l. reserves the right to charge a penalty of one per cent (1%) of the total contract for each day of delay up to a maximum of 10% of the order amount.

The supply will be deemed ready for delivery only after the issuance of the favourable report of the verification/final test.

The supplier shall make the delivery, installation and commissioning of the die/system/machine/equipment, as well as verification of its correct functioning in the manner and according to a plan agreed with the customer, communicating with at least 30 days in advance the date and method of delivery, as well as the size and dimensions of the packaging.

The acceptance of the die/system/machine/equipment remains subject to the successful testing on site of the system/machine/equipment.

The purchase order cannot be transferred by the supplier to a third party (subcontracting), fully or in part, without written permission of the customer.

DELIVERY TERMS AND CONDITIONS

All materials and equipment, including all components of groups, spare parts, consumables, packaging materials and everything else included in the supply, must be delivered new unless otherwise agreed at the time of ordering.

All equipment and assemblies must be delivered already assembled properly calibrated according to the applicable legal regulations.

All related drawings must be delivered to the customer for approval in time to meet the delivery date. The final construction drawings, updated to the latest change should be delivered with the delivery of the supply.

SPARE PARTS

The materials to be supplied include any spare parts listed in the order. However, the customer can order additional spare parts. The prices of spare parts missing in the order shall be agreed between the customer and the supplier. These parts are then added to the original list of recommended spare parts.

The supplier undertakes to supply spare parts and components even after the delivery of the goods.

PACKAGING, IDENTIFICATION AND TRACEABILITY

The packaging of all dies/parts/components/machinery/equipment and materials shall be of good quality, strong enough to prevent damage or deterioration during transport. It must be suitable for the rough handling that may occur in the places of loading and unloading. If the customer communicates to the supplier transportation or handling limits, all weights and dimensions of each package must not exceed the maximum size and weights allowed.

As for components or spare parts, each article must be labelled with its own material code in order to facilitate the traceability

CONFORMITY OF SUPPLIES

With the acceptance of the order, the supplier is obliged by contract to deliver everything in accordance with the requirements of the applicable technical documents, including testing. MCA reserves the right to charge to the supplier for damage caused by non-conformities during inspection, acceptance and testing and/or during other stages of use of the die/system/machine/equipment including all damages of any kind claimed by the customers, possibly with immediate notice to the supplier and granting him full power to check the correctness of the reasons.

- **DIES, COMPONENTS, STANDARD DIE PARTS AND MATERIALS FOR DIES**

The "**TECHNICAL DATA SHEET OF THE DIE**" MO 07_02_011 is sent to the Supplier with the order where all the technical characteristics of the equipment or component to be implemented are summarised.

The design of the equipment may be carried out by the customer or the supplier, as determined contractually, but must be carried out with the help of electronic media.

The Supplier shall provide the drawings in digital format (DXF or DWG files) and in hard copy, complete with details, assemblies and the list of all components, identifying each part with a number which must be physically reported on the same components in order to facilitate traceability.

Drawings shall be prepared within a maximum period of 15 days from order for standard equipment, while for more complex equipment within the contractually agreed term, which is indicated on the production planning.

Before proceeding with the construction, the construction drawings are to be viewed by the industrialisation of Mca to verify the configuration of the die (the dimensions that make the product will not be controlled which remain under the responsibility of the supplier) and approved.

The die must be sampled by the deadline established by the Supplier who will present:

- **sampling with dimensional ratio**

- **certifications related to the material used and heat treatments proving compliance with the requirements of the die parts**

- where required and on quotas that MCA deems critical, the supplier shall ensure a Capability of which the level must be defined in the order.

- **MACHINERY, EQUIPMENT AND SYSTEMS**

For installations and equipment which include several components, workshop tests must be carried out to the fullest extent possible in order to control the electrical, mechanical and functional integrity of the components. The instrumentation of the machine/system/equipment must have a calibration certificate issued by the accredited certification body (PED, ISPEL, etc.). The supplier must provide evidence of correct calibration even after installing them on the system/machine/equipment.

In the case of failure of any test and/or inspection, this must be repeated as necessary and agreed, until there is proven compliance with the requirements of the order and/or standards, to the complete satisfaction of the customer.

All costs related to inspections and tests (such as the costs of the test equipment and laboratories, skilled and unskilled labour, lost materials, energy used, issuing of certificates, etc.) with the exception of the travel and living expenses of the inspectors of the customer, will be considered as included in the price of the order.

If any inspection and test should be repeated due to the failure of the first, all costs relating to repeat tests will be borne by the supplier, including travel and living expenses of the inspectors of the customer.

INSTALLATION, STARTING-UP, COMMISSIONING, TESTING, TRAINING AND SUPPORT

General purchasing terms and conditions include the obligation of the supplier to perform the following tasks:

- supervision of the installation of the equipment and/or materials provided by its own staff
- start-up and/or commissioning and/or testing
- staff training
- assistance (as explicitly required)

GUARANTEES

The supplier agrees to guarantee:

- full compliance of the die/system/machine/equipment specifications as agreed with the customer
- the professional implementation and the compliance with the applicable technical standards and applicable laws and regulations
- the use of materials that minimise the environmental impact throughout the product life cycle

In particular the die/system/machine/equipment must conform to the requirements of:

- Presidential Decree 459/96 ("Machinery Directive"),
- Legislative Decree 81/08 ("Consolidation Law on Health and Safety at Work"),
- Directive 73/23/EEC ("Low Voltage Directive").

The supplier shall also draw up and send to the customer a preventive and predictive maintenance program for equipment and the list of critical components with the related spare materials required.

This list does not relieve the supplier from responsibility for providing what is commissioned in accordance with the provisions of law/technical standards in force.

The guarantee of the supply for flaws and defects (under Art. 1490 of the Italian Civil Code) as well as the proper functioning (in accordance with Art. 1512 of the Italian Civil Code) with respect to equipment, machines and systems will last a minimum of 12 (twelve) months from the date of acceptance/testing or more than 12 (twelve) months if required by law.

The duration of the guarantee for dies, die parts and components, in terms of number of pieces or strokes, is defined in the order.

It is understood that the above equipment must meet the compliance and requirements established by the regulations/European directives/laws and regulatory requirements regarding the environment and safety. The customer agrees to report faults and/or defects, lack of essential or agreed qualities, malfunctions within 30 (thirty) days of discovery which may be at any time, regardless of the date of receipt.

The supplier, against the guarantees above, will be required, at the option of the customer to pick up and repair or replace the defective machine/equipment/system/die within 10 (ten) working days from the date of notice of the defects. All withdrawal costs, repair or replacement are borne by the supplier. As applicable, at the request of the purchaser, the guarantee covers the products sold and delivered by the customer to its customers.

PROTECTION OF INDUSTRIAL PROPERTY, SECRECY, AND EXCLUSIVITY

Equipment, tools, drawings and technical specifications owned by MCA or its customers, granted for use to the supplier, must only be used for the planned and agreed activity and should be handled in the strictest confidence, as governed by Annex 1 "Confidentiality Agreement" of these General Terms and Conditions.