

REVIEW CONTROL					
Rev.	Date	Review Description	Issued by	Verified by	Approved by
00	06/03/2017	1 <sup>st</sup> emission	Losio A.	Losio A.	Losio A.
01	11/01/2021	General review	Losio A.	Losio A.	Losio A.

## ART. 1 - GENERAL PROVISIONS

- These conditions make inoperative, in any way, any contrary clause formulated by the Customer, if O.F.P.M. s.a.s. has not accepted it in writing.

## ART. 2 - OFFER AND ORDER

- The offer request or the Customer order must be attached by the technical specifications which establish how to define in every aspect, the casting production, the nature and methods of inspections, the checks and tests required for the acceptance of the castings themselves. The offer request offer, the order and the technical specifications must be received in writing.
- O.F.P.M. s.a.s. offer can't be considered irrevocable if it does not contain an express term of validity. This applies in all cases in which the Customer changes the technical specifications or the sample castings that may have been submitted to him for acceptance by O.F.P.M. s.a.s.
- O.F.P.M. s.a.s. is only obliged under the terms of the express acceptance of the Customer's order confirmation. This will be transmitted by means of communication suitable to create a document.
- The Customer has no right to cancel any order. In case of violation of this commitment, the Customer will have to refund O.F.P.M. s.a.s. for all expenses incurred also for the activities already carried out at the withdrawal date, as well as for everything O.F.P.M. s.a.s. could have obtained it if it had carried out the order and, more generally, for all the other direct and indirect consequences of such cancellation.
- The Customer is not authorized to request any performance postponement and / or order delivery without the consent of the other party. The Customer has no right to postpone the order delivery or execution date without prior agreement with O.F.P.M. s.a.s. The articles which have been agreed a postponement delivery will be invoiced to the customer at least at the initially agreed price and, in case of increase price from the initially agreed delivery date, they will be invoiced at the price conditions in effect on the date of actual delivery.

## ART. 3 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- O.F.P.M. s.a.s. does not design the castings it produces. However, the design may be, wholly or partly, subject of the industrial subcontracting agreement; the Customer, who has complete knowledge of his product, always and ultimately assumes full responsibility in relation to the industrial result he pursues and he alone knows precisely. Consequently, each proposal by O.F.P.M. s.a.s. accepted by the Customer, aimed at any improvement in the technical specifications or also at changes in the design of the castings and dictated in particular by economic considerations of the manufacturing technique of O.F.P.M. s.a.s., cannot in any way involve a transfer of responsibility. This is valid, notably, in the context of close industrial partnerships or contractual relationships involving a development phase. In the latter case, the subcontracting agreement must specify the respective scope of intervention of the parties.
- The castings delivery does not involve the transfer to the Customer of the ownership rights of O.F.P.M. s.a.s. on manufacturing studies, software, research of any kind and patents. The Customer undertakes to consider and keep confidential information of any kind, written or not, such as industrial drawings, diagrams, technical specifications that are communicated to him by O.F.P.M. s.a.s. for any reason. The foregoing also applies to the solution O.F.P.M. s.a.s. proposes to improve the quality or cost of the castings, through an original modification of the technical specifications. If the customer accepts them, he must agree with O.F.P.M. s.a.s. about the conditions for their use in the order context. Similarly, the manufacturing equipment price from O.F.P.M. s.a.s., realized by it or less, does not include the intellectual property value, i.e. the contribution of studies, patents or know-how that O.F.P.M. s.a.s. have used as a user their development. The above also applies to any adjustments that O.F.P.M. s.a.s. carry out on the equipment supplied by the Customer in order to guarantee the good execution of the castings.
- In any case, the Client cannot dispose of O.F.P.M. s.a.s. studies or disclose them without having expressly acquired ownership.

**ART. 4 - MODELS AND EQUIPMENT**

a) When supplied by the customer, the samples, and the manufacturing equipment (core boxes, templates, use and control devices, etc.) must necessarily show markings, assembly and use references and must be provided free of charge at the site specified by O.F.P.M. s.a.s. The Customer assumes responsibility for the perfect compliance of the equipment with the drawings and technical specifications. However, at the request of the Customer, O.F.P.M. s.a.s. verifies this agreement and reserves the right to invoice the cost of such operations. The costs for any changes that O.F.P.M. s.a.s. deems it necessary for the purposes of a correct execution of the castings, are charged to the customer, previously updated in writing. In general and subject to written agreement with the Customer, O.F.P.M. s.a.s. does not guarantee the duration of use of the equipment. Furthermore, in the event that the equipment is supplied by the customer with drawings and specifications that do not allow the complete verification of the perfect concordance between these various elements, the shapes, dimensions and thicknesses of the rough castings will be determined by such equipment. The responsibility for the consequent result is, in this case, the sole responsibility of the Customer, previously informed in writing by O.F.P.M. s.a.s. In any case, if the equipment received by O.F.P.M. s.a.s. do not conform to the use that it had the right to reasonably obtain, the initially agreed price of the castings may be subject to a request for revision by O.F.P.M. s.a.s. and the agreement between the parties must take place before starting the execution of the castings.

b) When commissioned by the Customer to create models or equipment, O.F.P.M. s.a.s. performs them according to the needs of their manufacturing technique. The costs of their construction, replacement, repair or restoration following wear are charged to the customer and are paid to O.F.P.M. s.a.s. regardless of the supply of the castings.

c) The equipment belonging to the Customer remains in storage at OFPM s.a.s. after the execution of the order. They are kept and returned to the Customer, at his request or on the initiative of O.F.P.M. s.a.s., in the state of wear and aging existing at the time of return. However, the Customer can only return possession of it after payment of all the sums still due for any reason, and therefore also for studies, patents, know-how of O.F.P.M. s.a.s.

d) O.F.P.M. s.a.s. undertakes not to use the equipment it owns on behalf of third parties, whether it owns it or not, unless previously authorized in writing by the Customer.

e) Unless otherwise agreed, it is up to the Customer, who is responsible for keeping the models and equipment deposited, to insure them against deterioration or destruction in O.F.P.M. s.a.s., with the waiver of any action against the latter.

**ART. 5 - INSERTS**

Unless otherwise agreed in writing, the inserts supplied by the Customer, intended to be incorporated into the casting before or after the merger, must be of impeccable quality and the Customer has full and exclusive responsibility for this. They must be delivered to the headquarters of O.F.P.M. s.a.s. free of charge, carriage paid and in sufficient quantity in relation to normal manufacturing risks.

**ART. 6 - TERMS OF DELIVERY**

a) The delivery terms run from the date of confirmation of the order by O.F.P.M. s.a.s. and in any case from the date on which all documents, materials and details of execution were provided by the Customer who is obliged to put in place all other preliminary conditions.

b) In case of late delivery with respect to the agreed rigorous delivery deadline, and in the event that a specific agreement has been stipulated that provides for the payment of a sum as a penalty for delayed delivery, this must not globally exceed 5% of the contractual value (excluding taxes) of the late parties.

In any case, no penalty will be due to the customer unless it is proved that the delay in delivery is due to the fault of O.F.P.M. s.a.s.

If such proof is produced, the penalties, calculated as specified above, will be due only to the extent corresponding to the actual damage suffered by the customer, as agreed between the parties. If the amount of damage actually suffered by the customer exceeds the total maximum amount as defined above, the customer will not be able to propose any other remedy for the delay since the amount calculated above is to be considered as the total of any and all other claims.

**ART. 7 - DELIVERY AND TRANSFER OF RISKS**

a) The delivery of the castings is always considered carried out at O.F.P.M. s.a.s. whatever the clauses of the supply contract regarding the payment of transport costs. Delivery takes place with the direct remittance of the goods to the Customer or delivery to the carrier indicated in the contract or, failing that, to the carrier chosen by O.F.P.M. s.a.s.

In case of absence of instructions on the destination or impossibility of shipment not dependent on the will of O.F.P.M. s.a.s., the delivery is considered to have taken place with a simple notice of availability; in this case the casting is deposited and billed, at the expense, risk and peril of the Customer. Unless otherwise agreed in the contract, at the discretion of O.F.P.M. s.a.s., partial shipments are authorized.

b) The transfer of risks to the customer takes place at the time of delivery as understood above, despite the right of retention of property.

**ART. 8 - PRICES**

a) Unless otherwise agreed, the contractual prices of the supplies are unitary, excluding taxes, for departure from O.F.P.M. s.a.s.; the castings are delivered in the state indicated by the contract or, in the absence of indication, foundry blanks, deburred and sprue removal.

b) According to express agreement, the prices can be:

- subject to revision, up or down, on the basis of formulas that take into account, in particular, changes in exchange rates, material costs, energy costs, labor costs, transport costs and / or other costs related to the order, occurring between the date of the contract and that of the contractual delivery, in the absence of other dates specified in the contract;
- held firm for an agreed term.

**ART. 9 - PESI**

In the particular case of castings sold by weight, it is only the actual weight (found when leaving O.F.P.M. s.a.s.) that is authentic, as the weights shown in the offer and in the order are purely indicative.

**ART. 10 - WEIGHTS**

From a quantitative point of view, the number of castings to be supplied is that indicated in the contract and this, in particular, for hand-formed castings. In the case of series production, a certain tolerance is allowed on the number of pieces produced and delivered, to be agreed between O.F.P.M. s.a.s. and the Customer during the negotiations. In the absence of an agreement, the generally accepted tolerance is  $\pm 5\%$  of the number of castings indicated in the contract.

**ART. 11 - TERMS OF PAYMENT**

a) The terms and methods of payment must be the subject of an express contractual agreement and will be reported on each order confirmation sent to the customer by O.F.P.M. s.a.s.

b) Failure to comply with the expiry of any payment term, the occurrence of circumstances that may give rise to serious doubts on the solvency of the Customer and, in particular, the existence of a protest or a real right of guarantee against the company, entail with full rights and at the choice of the Foundry, without the need for formal notice:

- both the forfeiture of the term and, consequently, the immediate collectability of the sums still due for any reason as well as the suspension of any further delivery;

- both the termination of all contracts in progress with the right to withhold, until the settlement of any compensation, the advances received, the equipment, the castings produced and again at O.F.P.M. s.a.s.

c) Interest equal to the refinancing rate established by the European Central Bank for the most recent and main transaction of refinancing carried out on the last day before the semester in question increased by 8 points (P3P). The reference rate is determined as follows: for the first half of the year to which the delay refers, it is the one in effect on 1 January of that year; for the second half of the year to which the delay refers, it is the one in effect on 1 July of that year.

d) In the case of subcontracting, the Customer of the subcontracting foundry undertakes in compliance with the laws in force on the subject, to request its Customer to pay the amounts declared directly to O.F.P.M. s.a.s.

**ART. 12 - JETS-SAMPLE, CONTROL AND ACCEPTANCE OF JETS**

For series orders, the Customer must request the manufacture of sample castings that are submitted to him by O.F.P.M. s.a.s. for acceptance according to his judgment after all the necessary checks and tests.

Acceptance must be communicated by the Customer to O.F.P.M. s.a.s. by letter or other means of communication suitable for producing a document. In any case and even in the absence of acceptance, the nature and extent of the necessary checks and tests, the rules and classes of hardness, the tolerances of any nature must be specified on the drawings and in the specifications that the Customer is obliged to attach to your request for quotation and must be confirmed in the contract stipulated between O.F.P.M. s.a.s. and the Customer. In the absence of a technical specification relating to the checks and tests to be performed on the castings, O.F.P.M. s.a.s. it only carries out a visual and dimensional check. The checks and tests deemed necessary by the Customer, their nature and extent are carried out at his request by O.F.P.M. s.a.s., by himself or by a laboratory or by other third parties and must be indicated no later than the time of signing the contract. In the event that a test is required for acceptance, the extent and conditions of this test must be specified in the contract. The price of the checks and tests is generally distinct from that of the castings, but can be included if O.F.P.M. s.a.s. and the Customer agree. This price takes into account the specific works necessary to obtain the conditions necessary for the proper execution of the checks, especially in the case of non-destructive checks.

**ART. 13 – QUALITY ASSURANCE**

If the production is carried out within the framework of a Quality Assurance system, this condition must be known by the Customer in the request for quotation and in the order. O.F.P.M. s.a.s., in turn, must confirm it in its offer and acceptance of the order, subject to the provisions of the previous articles.

**ART. 14 – WARRANTY AND LIABILITY**

a) O.F.P.M. s.a.s. is bound only under the terms of the contract, consequently subject to different written agreements between the parties, O.F.P.M. s.a.s. is only required to provide the customer with castings that comply with the drawings and specifications of the contractual technical specifications, as defined above, or approved by the customer with the acceptance of sample castings or prototypes.

b) Warranty:

The castings must be verified by the customer upon delivery; any claim, reservation or dispute relating to missing parts and / or obvious defects must be advanced at the time of discovery and in any case within 15 days from the relative date of delivery. After this period, the customer loses the right of guarantee and complaints or questions will no longer be admissible, even if proposed as a counterclaim. Complaints, reservations or disputes relating to any other defect must be advanced within one month, for series productions, and within six months, in other cases; both terms run from the date of the relative delivery. After this deadline, the customer loses the right of guarantee and complaints or questions will no longer be admissible, even if proposed as a counterclaim.

Warranty:

The castings must be verified by the customer upon delivery; any claim, reservation or dispute relating to missing parts and / or obvious defects must be advanced at the time of discovery and in any case within 15 days from the relative date of delivery. After this period, the customer loses the right of guarantee and complaints or questions will no longer be admissible, even if proposed as a counterclaim. Complaints, reservations or disputes relating to any other defect must be advanced within one month, for series productions, and within six months, in other cases; both terms run from the date of the relative delivery. After this deadline, the customer loses the right of guarantee and complaints or questions will no longer be admissible, even if proposed as a counterclaim.

Except in cases of gross negligence and willful misconduct, the guarantee provided by O.F.P.M. s.a.s. implies only that:

- it carries out, at its own choice, or has third parties carry out the repair of the castings to remedy any defect covered by the guarantee pursuant to the provisions of this section;
- or, if necessary, if the foundry deems it preferable, or no other solution is feasible, it replaces the castings.

Only in the event that O.F.P.M. s.a.s. believes that it is not able directly, or with the help of third parties, to have the defect repaired or to replace the nozzles, the same will reimburse the customer for the value of the non-compliant castings, by means of a credit or debit note from the Customer, subject to agreement between the parties.

**Responsibility:**

i) O.F.P.M. s.a.s. in no case can it be held responsible for the consequences attributable to acts and / or omissions of the customer or third parties.

Anyone who justifiably intends to evoke the responsibility of O.F.P.M. s.a.s. must provide proof:

- that O.F.P.M. s.a.s. has violated one or more of its obligations;
- the certain damage expected or typically foreseeable at the time of the conclusion of the contract;
- the direct causal link between the violation and the damage.

ii) The responsibility of O.F.P.M. s.a.s. does not extend in any case:

- to damage to property and people and, in general, to damage caused by a defective casting during its use, when the defect is attributable to the design of the casting or of the assembly in which it is incorporated, to instructions of any kind given by the customer to O.F.P.M. s.a.s., or to the treatments or modifications carried out on the casting after delivery;
- to damage to things and people and, in general, to all damage caused by a defective casting during its use, if the customer has used it without having carried out, or had carried out, all the checks and tests that would have been necessary due to the design, use and industrial result pursued;
- indirect damages, such as, by way of example, loss of business, profits, opportunities, commercial losses, loss of earnings, etc.

In the event of the responsibility of O.F.P.M. s.a.s. the maximum compensation, for any reason, that O.F.P.M. s.a.s. may be required to pay, however limited, except in cases of gross negligence and willful misconduct, to the price actually paid by the customer to O.F.P.M. s.a.s. for the casting in question.

**ART. 15 - MAJOR FORCE**

O.F.P.M. s.a.s. is released from the consequences of non-performance of one or more of its commitments provided that such non-fulfillment is due to an event beyond its control which could not reasonably have been foreseen at the time of conclusion of the contract or which could have been avoided or overcome. In particular, the following events are considered impediments: total or partial, strike, blockade, interruptions or disturbances of transport services, fire, storm, other natural disasters, demolition of materials, supply difficulties, etc.

**ART. 16 - RIGHT OF RESERVE OF OWNERSHIP**

The supplies of the castings are made subject to retention of title, according to the legislation of the State in which the goods are located at the time of the complaint. This clause means that the transfer of ownership of the delivered goods takes place only after full payment of the price.

**ART. 17 – SAFEGUARD CLAUSE**

In the event of the occurrence of events and / or more generally of evolution of circumstances independent and external to the will of the parties and which compromise the economy of the contract in such a way that the execution of their obligations becomes excessively burdensome for one of the parties, these will negotiate changes to the contract in order to take into account such events and / or such evolution.

**ART. 18 – JURISDICTION**

These general terms and conditions and the contracts referring to them are governed by the law of the State of the Foundry. The parties expressly declare that they do not wish to apply the United Nations Convention on the International Sale of Goods signed in Vienna on April 11, 1980. The parties undertake to make every effort to settle amicably any dispute relating to their interpretation and execution. In the event that the agreement is not reached, the attempt at amicable settlement is to be considered unsuccessful if the parties do not enter into a written agreement within 60 days from the communication of the arising of the dispute sent by the most diligent party by registered letter with acknowledgment of receipt. return; and, in the absence of a different agreement, only the court of the place where the foundry is located is competent to resolve disputes, whatever the contractual conditions and the agreed payment system, even in the event of a call under guarantee and plurality of the defendants.