Reference No.: AP/CT/139/2026
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General Conditions of Purchase

1.Overview

1.1 Definitions – In these General Conditions the words below have the following meanings:
"Supplier": the individual or legal entity identified in the Order and in the contracts;
"Purchaser" or "INDEL B Group" or 'Autoclima': INDEL B Group S.p.a. and/or every company directly and/or indirectly controlled by it or affiliated with it;
"Order": written supply request for Parts formulated by INDEL B and/or any company controlled by it or affiliated with it.
"Parts": the parts, units, sub-assemblies and assemblies intended for first use or as loose parts or spare parts, as well as Prototypes, Semi-Finished Products, services, performance, consumables, Equipment, plant and any other item referred to in the Order;
"Prototypes": the parts, units, sub-assemblies and assemblies conforming to the specific specifications provided or approved by INDEL B and/or any company controlled by it or affiliated with it, not intended for production and generally made by hand or with temporary equipment;
"Technical information": every type of information or documentation, as well as models or samples made available to the Supplier by INDEL B and/or any company controlled by it or affiliated with it;
"Equipment": gauges, moulds, specific equipment, control equipment, etc. necessary for INDEL B and/or any company controlled by it or affiliated with it business activity;
"Semi-finished products": the parts, units, sub-assemblies and assemblies intended to be used as Parts by INDEL B and/or any company controlled by it or affiliated with it only after further processing;
"Open Order": order that requires subsequent clarification by INDEL B and/or any company controlled by it or affiliated with it of the quantities to be produced and delivery times.
"Closed Order": the request, addressed by the Purchaser to a supplier, for the purchase/supply of a determined quantity of contractual products
1.2 Exceptions - The contractual relationship further to the completion of the order is governed by these General Conditions, which replace every previous regulation between the parties, including the Supplier's general conditions in force. Any exceptions (where stated in the Supplier's quotations, order confirmations, delivery notes and invoices) shall not apply unless expressly agreed in writing.
Orders, requests for delivery, as well as modifications and additions, can also be forwarded by means of the electronic transfer of data.
INDEL B and/or any company controlled by it or affiliated with it, reserves the right to modify and/or change these General Conditions, attaching such modifications and variations to any written correspondence sent to the Supplier, and shall be intended as accepted unless expressly contested within seven days from their receipt.
1.3 Order – The Order becomes confirmed by INDEL B and/or any company controlled by it or affiliated with it if a copy of it is received, duly signed by the Supplier for acceptance, within a week from forwarding. Even if INDEL B and/or any company controlled by it or affiliated with it, does not receive a copy of the Order signed by the Supplier, the execution of the supply by the latter within the aforementioned term shall be considered, in all events, as tacit acceptance of these Conditions. With regards to an open Order, usually managed with automatic input and programming, single supply requests are considered as tacitly accepted by the Supplier, except in the event of communication to be received by INDEL B and/or any company controlled by it or affiliated with it within seven days from their receipt.
1.4 Transfer to third parties – The Order and/or its execution are not transferable by the Supplier, even partially, except with the express written consent of INDEL B and/or any company controlled by it or affiliated with it.
1.5 Withdrawal – In the event of the occurrence of circumstances such as to predict that the Supplier will not be able to ensure the current fulfilment of the commitments undertaken and even more so in the event of bankruptcy, composition with creditors or any insolvency proceedings against the Supplier's enterprise, INDEL B and/or any company controlled by it or affiliated with it, shall have the right to withdraw from the contractual relationship by means of simple written communication.
1.6 Validity – Any conduct, also repeated, on the part of one of the two parties not corresponding to one or more of these conditions may not, in any way, affect the right of the other party to request, at any time, compliance with them.
1.7 Invalidity of a clause – If a provision contained in this text or in future agreements is, or becomes, invalid, this does not modify the validity of the contract itself. The parties undertake to behave in good faith in order to replace the invalid provisions.
1.8 Confidentiality – The Supplier undertakes not to publicise its commercial dealings with INDEL B and/or any company controlled by it or affiliated with it without INDEL B Group's written consent and to process all Technical Information and information of a commercial and other nature of which it gains knowledge in the execution of the Order as confidential.
1.9 Competent court and applicable law – The court of Torino has exclusive competence for every dispute deriving from the relationship governed herein or relating to it; INDEL B and/or any company controlled by it or affiliated with it, is however, reserved the right to serve

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Società a socio unico a direzione e coordinamento da parte di INDEL B S.p.A. RN n. IT02037650419

notice to the Supplier to appear before the court where the Supplier has their registered office. The applicable law is that of the Italian Republic. In the event of Orders on behalf of an enterprise in the group of the Purchaser with registered office abroad, the law of the Italian Republic shall be applied even if the Supplier is based in that country.

1.10 INDEL B and/or any company controlled by it or affiliated with it, requires from its commercial partners (including the Supplier) particular consideration of questions linked to the fight against corruption, instruments aimed at preventing the laundering of the proceeds of crime, controls of the importation and exportation of goods and services and free competition.

INDEL B and/or any company controlled by it or affiliated with it, reserves the right to verify compliance with the above-mentioned requirements on the part of the Supplier, also through access to the latter's production or commercial sites.

1.11 The Supplier is aware and recognises that breach of the above-mentioned requirements shall constitute for INDEL B and/or any company controlled by it or affiliated with it serious non-fulfilment on the part of the Supplier of these General Terms and Conditions of Purchase; as a result, in such case, INDEL B and/or any company controlled by it or affiliated with it, shall have the right to terminate these General Terms and Conditions of Purchase and the relative contractual relationship with the Supplier at any time, pursuant to article 1456 of the Italian Civil Code.

1.12 Indel B, and/or any company directly or indirectly controlled by, or affiliated with Indel B, requires suppliers of components intended for the Automotive sector to maintain a management system certified in accordance with applicable Automotive standards or, alternatively, ISO 9001.

2. Technical information and industrial property

2.1 The confidential Technical Information that INDEL B and/or any company controlled by it or affiliated with it, communicates or makes available to the Supplier for the design, experimentation, development or production of a Part, or makes available to the Supplier for the design, experimentation, development or the production of a Part, relative Prototypes or Equipment, remain the exclusive property of INDEL B and/or any company controlled by it or affiliated with it and may be used exclusively for the execution of the Orders.

In relation to these, the Supplier, also after the termination of the supply relationship, is obliged:

(a) to preserve it with maximum care and confidentiality and return it to INDEL B and/or any company controlled by it or affiliated with it, further to its request;

(b) to mark it as the property of INDEL B and/or any company controlled by it or affiliated with it in the event that INDEL B and/or any company controlled by it or affiliated with it, has not already done so; not to reproduce or copy it unless within the limits expressly authorised by INDEL B and/or any company controlled by it or affiliated with it and not to transmit it or reveal the contents to third parties; not to file patents or other industrial property rights which, in the event deposited, however, must be transferred, with exclusive ownership, to INDEL B and/or any company controlled by it or affiliated with it;

(c) not to produce or have produced and/or supply to third parties, for any reason, directly or indirectly, for use in production or as spare parts, Parts designed and produced exploiting the Technical Information as above, in the event that this could affect industrial property rights and secret industrial know-how;

(d) to directly fulfil and/or have fulfilled the obligations deriving from this article by any third party to which it has transmitted, with INDEL B Group's consent, Technical Information in the context of the execution of an Order.

2.2 In proposing or accepting to design and/or adapt for INDEL B and/or any company controlled by it or affiliated with it or supply to it, a Part, the Supplier is obliged to communicate beforehand in writing to INDEL B and/or any company controlled by it or affiliated with it if and by what industrial property rights the Part is covered. Failed prior communication on the part of the Supplier is considered as its waiver to make use of its industrial property rights in respect to INDEL B and/or any company controlled by it or affiliated with it and the other suppliers to which the production of the Part is assigned by INDEL B and/or any company controlled by it or affiliated with it on its behalf.

2.3 The Supplier is obliged, further to request and according to the instructions of INDEL B and/or any company controlled by it or affiliated with it, to affix the INDEL B trademark or other trademarks or distinctive signs belonging to INDEL B and/or any company controlled by it or affiliated with it on the Parts ordered and/or on the original packaging that INDEL B and/or any company controlled by it or affiliated with it shall request. This operation cannot, in any way, be considered as a license to use the INDEL B trademark and the Parts as distinguished may be supplied exclusively to INDEL B and/or any company controlled by it or affiliated with it.

2.4 The Supplier is obliged to set up an archive of drawings transmitted by the INDEL B Group's Purchases Office, to take care of its management, preservation and updating.

A drawing shall be transmitted by the INDEL B and/or any company controlled by it or affiliated with it Purchases Office once, with the first purchase order and/or subcontract.

In the event of modification of a drawing, the INDEL B and/or any company controlled by it or affiliated with it Purchases Office shall arrange to send the updated drawing according to the last modification index.

Every design shall show the modification index number reached in a specific table, in the bottom right of the drawing.

The Supplier has the responsibility to destroy the copy of the drawing with a prior index and to replace it with the new one in the archive.

Before starting production, the Supplier must make sure to have the latest updated drawing, comparing it with the modification index shown on the purchase order and/or subcontract; the two must be the same. If this is not the case INDEL B Group's Purchase office must be informed as soon as the mismatch is found; production can continue only after receiving the updated INDEL B Group drawing.

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IN THE EVENT OF DISPUTE, REFERENCE SHOULD BE MADE TO THE REVIEW INDEX SHOWN ON THE ORDER.
If at the date of the updating of the modification index, the Supplier has a stock of material already processed on orders already confirmed according to the previous index(es), this fact must be promptly communicated in writing to the INDEL B and/or any company controlled by it or affiliated with it Purchase Office. INDEL B and/or any company controlled by it or affiliated with it undertakes, in any case, to collect said stock if the production of that lot has been agreed and defined.
Cybersecurity: The supplier is required to handle technical files securely and protect them by taking all necessary measures against potential cyberattacks and unauthorised access.

3. Specific pieces of equipment and materials
3.1 The Equipment that INDEL B Group makes available to the Supplier for the execution of the Order remain the exclusive property of INDEL B and/or any company controlled by it or affiliated with it . The Supplier is liable for its loss, destruction or damage. With regards to the above-mentioned pieces of Equipment the Supplier is obliged:
(a) to register them and mark them as the property of INDEL B and/or any company controlled by it or affiliated with it;
(b) to provide, where requested by INDEL B and/or any company controlled by it or affiliated with it , suitable insurance cover against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage;
(c) to keep and use them with maximum care and to arrange for ordinary maintenance at its own expense;
(d) to report to INDEL B and/or any company controlled by it or affiliated with it necessary extraordinary repairs, replacements or makeovers with the maximum urgency, it being understood that INDEL B and/or any company controlled by it or affiliated with it, is attributed every decision regarding the carrying out of such repairs, replacements or makeovers, which shall be considered as payable by INDEL B and/or any company controlled by it or affiliated with it, provided that they are not due to accidents, negligence or other causes attributable to the Supplier, in which case the cost will be borne by the latter;
(e) not to transfer them outside its premises unless within the limits previously authorised from time to time by INDEL B and/or any company controlled by it or affiliated with it;
(f) to permit INDEL B and/or any company controlled by it or affiliated with it, officers to check, during normal work hours, the methods for their preservation and use, and their condition;
(g) not to transfer them to third parties for any reason and not to establish guarantees on them;
(h) not to use them or permit them to be used unless for the execution of the Order also after the termination of the supply to INDEL B and/or any company controlled by it or affiliated with it and, in any case, not to reproduce and/or transfer to third parties for any reason, directly or indirectly, for use in production or as spare parts, Parts designed or produced on the basis of them;
(l) to make any technical modification to the pieces of Equipment requested in writing by INDEL B and/or any company controlled by it or affiliated with it; it is understood that the relative costs shall be agreed to in writing beforehand with INDEL B and/or any company controlled by it or affiliated with it and borne by the latter;
(m) upon termination of the supply of the Part for which they are used, to comply with the instructions that will be provided by INDEL B Group regarding their redelivery, scrapping or preservation for possible supplies intended for the INDEL B Group's specific spare part service.
3.2 The provisions as per 3.1 are considered as applicable, as far as compatible, also in relation to Semi-finished products and other materials owned by INDEL B and/or any company controlled by it or affiliated with it which the latter has made available to the Supplier for, or in relation to, the execution of the Order.

4. Modification of the supply
4.1 Further to request of INDEL B and/or any company controlled by it or affiliated with it, the Supplier undertakes to
(a) promptly modify the characteristics of the ordered Part;
(b) promptly cease the production and supply of the ordered Part.
4.2 In such cases, the Supplier shall be obliged to take all measures aimed at containing as far as possible the quantity of modified or cancelled Parts and, in all events, to comply with the agreements reached from time to time with INDEL B and/or any company controlled by it or affiliated with it and/or the latter's instructions, as well as permit INDEL B and/or any company controlled by it or affiliated with it, to control stocks.
4.3 In the cases as per article 4.1, without prejudice to the provisions as per article 4.2 and subject to different agreements, the Parts already finished or undergoing processing shall, however, be supplied to INDEL B and/or any company controlled by it or affiliated with it by the Supplier for a quantity that, in all events, may not greater than that agreed to in the order phase.

5. Reliability, Quality and Controls
5.1 Before the start of the supply relationship, the Supplier must guarantee conformity with the mandatory directives such as 2011/65/UE RoHS II (restriction of the use of certain dangerous substances in electric and electrical appliances), 1907/2006 REACH (registration, assessment, authorisation and the restriction of chemical substances).

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In addition, the Supplier must guarantee that the products are free of radioactive contamination with values greater than those normally present in nature according to legislative provisions (Leg. Dec. 52/2007 implementing directive 2003/122/CE), bearing the costs of the necessary controls.

5.2 Unless otherwise agreed in writing when the design and/or adaptation and/or supply of the Part are proposed or accepted by the Supplier, and without prejudice to the case in which the Part is produced by the Supplier in compliance with the technical and technological documentation made available by INDEL B and/or any company controlled by it or affiliated with it, the Supplier undertakes to carry out and/or have carried out the tests and/or controls necessary to establish the reliability and suitability of the Part for the intended use, as well as its conformity with the Italian and foreign legal requirements reported by INDEL B Group. The results of the above controls and tests are not binding for INDEL B and/or any company controlled by it or affiliated with it, which reserves the right to give supply approval at its own unquestionable discretion. The Supplier is authorised to start series production only after having received supply approval from INDEL B Group on the sample or pre-series. It is understood, however, that any supply approval on the part of INDEL B and/or any company controlled by it or affiliated with it, does not exonerate or diminish the Supplier's liability and guarantees.

5.3 The Supplier undertakes, for itself and for any subcontractors or, in any case, third parties, to set up and maintain production and control means and processes suitable for ensuring that the supplied Parts are at all times reliable, of adequate quality and conforming to INDEL B Group's technical indications (drawings, provisions, specifications, tables, samples approved and/or deposited samples etc.). Indel B and/or Autoclima reserve the right to carry out second-party audits, upon reasonable prior notice, of the Supplier's processes, control records and quality management systems, in accordance with ISO 9001.

5.4 Without prejudice to the responsibilities and obligations deriving from the previous articles 5.1 and 5.2, the Supplier, with the acceptance of the Order, accepts and undertakes to comply with the indications of INDEL B and/or any company controlled by it or affiliated with it, permitting, moreover, INDEL B Group to carry out inspections and controls on the processing methods and/or tests carried out. The Supplier is obliged to impose similar obligations on its own subcontractors.

5.5 Further to INDEL B Group written request, the Supplier undertakes to issue and send together with the Parts shipped to INDEL B Group an appropriate "Certificate of Quality and Conformity" with which it certifies that said Parts have been adequately tested and that after said testing they are suitable for their intended use; INDEL B and/or any company controlled by it or affiliated with it, shall have the right to refuse Parts in the absence of said certificate.

5.6 No modification may be introduced by the Supplier in the production of the Part unless subsequent to INDEL B Group's written authorisation. The Supplier is obliged to report in advance to INDEL B Group the technical innovations that are likely to improve the quality, service, costs and/or characteristics of the ordered Part, as well as the technological innovations that could improve the quality of the Part.

5.7 In the event that the ordered Part is subject to Italian and/or foreign legislative regulation (regarding safety, anti-pollution etc.) further to indication of INDEL B and/or any company controlled by it or affiliated with it, the Supplier is obliged to draw up specific documentation relating to the type-approval and to the production process showing, among other things, with what methods, by who and with what results the relevant characteristics have been tested. Said documentation must be preserved by the Supplier for at least 10 years and must be delivered to INDEL B and/or any company controlled by it or affiliated with it further to its request. In addition, since INDEL B and/or any company controlled by it or affiliated with it, is obliged with respect to the competent authorities to permit them to carry out controls and inspections on the methods of production and testing and on the relative documentation, the Supplier declares to be willing to permit similar controls and inspections also at its business premises. The Supplier is obliged to impose similar obligations on its subcontractors.

6. Delivery

6.1 The marking, packaging, labelling, identification, shipment, transport and place of destination of the ordered Parts must occur in compliance with INDEL B Group's instructions. The Supplier shall be obliged to compensate for damages deriving from any delay, loss or damage due to lack or defects of marking, packaging, labelling, identification, shipment, transport or failed compliance with the aforementioned instructions. Every modification on the part of INDEL B and/or any company controlled by it or affiliated with it of the delivery instructions must be made in writing.

6.2 Unless otherwise agreed, the delivery of the ordered Parts, for the purpose of ascertaining compliance with the delivery terms and the transfer of the risk on the goods from the Supplier to INDEL B and/or any company controlled by it or affiliated with it, takes effect upon receipt of the goods at the latter's point of receipt.

6.3 The delivery terms and programmes for the ordered parts, as per the Orders or as otherwise agreed, are binding and essential, and delays and early deliveries with respect to them are not accepted. In the event of early deliveries with respect to the agreed term, INDEL B and/or any company controlled by it or affiliated with it, is authorised to reship said Parts at the Supplier's cost and risk, or to charge the latter the relative storage and acceptance costs. In the event of delays in delivery not due to causes of force majeure, INDEL B and/or any company controlled by it or affiliated with it, shall have, as it chooses, one of or more of the following rights:

(a) to demand execution of the order in whole or in part, and to apply a contractual penalty of 1% (unless a different amount is agreed) of the price of the quantities not delivered within the term agreed, for each week of delay and/or non-availability, starting from the date on which the Parts should have been delivered and until the date of effective delivery;

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(b) to obtain supplies of the ordered Parts elsewhere and at any time, in whole or in part, at the cost and risk of the Supplier, with the exclusive obligation to inform the Supplier;
(c) to cancel the Order with automatic immediate effect pursuant to art. 1456 of the Italian Civil Code by means of written communication to the Supplier. INDEL B and/or any company controlled by it or affiliated with it, nevertheless, has the right to obtain from the Supplier compensation for greater damage effectively suffered as a result of the delays in delivery. It remains understood that INDEL B and/or any company controlled by it or affiliated with it, may offset all the sums owed to it by the Supplier due to the above-mentioned delays against the sums owed by it to the Supplier for any reason, deducting the amount from the Supplier's invoices due.
6.4 The Supplier is obliged to keep in its warehouses inventories of Parts, where requested, necessary to ensure the continuity of supplies according to the programmes, in the ways and terms agreed.
6.5 In the event that the execution of the Order is prevented by the occurrence of proven causes of force majeure, a new delivery term may be agreed between the parties only provided that the Supplier has informed INDEL B and/or any company controlled by it or affiliated with it in writing promptly (and in any case in good time) of the arising of said causes and has taken all possible measures aimed at limiting the effects. The cause of force majeure may not be invoked if it arises after the agreed delivery term. It is specified that in no event will delays of subcontractors be considered as a cause of force majeure. In the event the cause of force majeure determines a delay in deliveries greater than twenty (20) days with respect to the agreed term, or of a delay also shorter but which is incompatible with INDEL B Group's production requirements, the latter shall have the right to cancel the Order, in whole or in part, at any time, by means of simple written notice to the Supplier.
6.6 If the parts produced by the Supplier on behalf of INDEL B and/or any company controlled by it or affiliated with it, are intended for exportation, the Supplier must submit – for customs purposes – a written declaration on a form that will be provided to it by INDEL B and/or any company controlled by it or affiliated with it and which relates to the origin of the Part to be supplied. Said declaration must be received by INDEL B Group with the first supply at the latest. The Supplier must report to INDEL B and/or any company controlled by it or affiliated with it, immediately and at its own initiative the origin of the Parts to be supplied but not yet declared or any change in origin.
The Supplier is answerable for all the drawbacks that INDEL B and/or any company controlled by it or affiliated with it, may suffer as a result of the delay or the non-regular submission of the above-mentioned declarations. If necessary, the Supplier must confirm the indications provided regarding the origin of the Parts through a form validated by a customs office.
6.7 Unless otherwise agreed in writing, the Supplier undertakes to deliver to INDEL B and/or any company controlled by it or affiliated with it, further to its request, spare parts for the duration of ten (10) years from the last supply of the Parts used in the production of our products or other products intended for sale, with the possibility of renegotiating the conditions of supply.
6.8 INDEL B Group's liability is excluded in the event of epidemics, pandemics, strikes, fires, pickets or other circumstances outside INDEL B Group's control that prevent delivery or imply a reduction in the requirement for the ordered Parts.

7. Acceptance - Warranty
7.1 The supplier warrants that the products supplied by it, shall be free from defects and deficiencies for a period of 24 months from the invoice date.
The simple delivery or payment of the parts cannot, in any way, be considered as acceptance of them, this occurring on the part of competent INDEL B and/or Autoclima entities according to the methods indicated below in this article. The Supplier may send its own personnel to INDEL B and/or any company controlled by it or affiliated with it sites, subject to agreement with the same, in order to examine the methods and procedures used in control of receipt and acceptance testing.
7.2 The Supplier guarantees that the quantity of the Parts supplied conforms both to what is agreed and to what is declared in the delivery note. In the event that the control of receipt reveals that the quantity of the Parts supplied does not conform to what is agreed, INDEL B and/or any company controlled by it or affiliated with it, shall have, at its discretion, one or more of the following rights:
(a) to accept the quantity differences found, with the right to change the quantities of any subsequent supplies correspondingly;
(b) to reject the part of the supply that is in excess, with the right, where the Supplier fails to arrange for immediate collection, to reship the excess at the Supplier's cost and risk or to charge the same with stock charges and storage and acceptance costs;
(c) to require that the Supplier immediately arrange to send the missing part of the supply, it being understood that every greater cost or expense for the immediate integration of the shortfall shall be borne by the Supplier. INDEL B Group's claims for the exercise of the rights provided for in this article 7.2 shall be communicated to the Supplier within 90 days from the date of delivery of the lot in question.
7.3 The Supplier guarantees that the supplied parts are without flaws or design, conformity or manufacturing defects, deriving (1) from the use of materials which are inadequate or of poor quality, (2) from the application of inadequate production processes, (3) from breach of the specific contractual terms agreed and of any legal requirements notified by INDEL B and/or any company controlled by it or affiliated with it.
7.3.1 For the flaws and/or defects as per article 7.3 regarding the period between the delivery of the Part and output from the production site of the group on which the Part is used, INDEL B and/or any company controlled by it or affiliated with it, shall have the right:
(a) to obtain, at the Supplier's expense and risk, the immediate replacement of the Parts in question or of the entire lot of which they form part;
(b) to reject, at the Supplier's expense and risk, the Parts in question or of the entire lot of which they form part;

(c) to request that the Supplier, at its own expense, arranges for the selection of the defective Parts, or to carry out such selection directly at the Suppliers expense in the event the latter has failed to do so within the requested or agreed term;
(d) to recover the Parts in question, at the Supplier's risk and expense, with supplementary processing in the case of urgency or in cases in which the Supplier is not able to arrange for immediate replacement or in cases agreed to with the Supplier. The exercise of the above right as per letters (a), (b), (c) must occur within six (6) months from the date of complaint.
7.3.2 For all flaws and/or defects as per this article, INDEL B and/or any company controlled by it or affiliated with it nevertheless has the right to obtain from the Supplier compensation for greater damage suffered. It remains understood that INDEL B and/or any company controlled by it or affiliated with it, may offset all the sums owed to it by the Supplier due to the above-mentioned flaws and/or defects against the sums owed by it to the Supplier for any reason, deducting the amount from the Supplier's invoices due.
7.3.3 For flaws and/or defects in the material for the production of the Part supplied by INDEL B and/or any company controlled by it or affiliated with it to the Supplier, the following shall apply:
(a) for flaws not detectable on the part of the Supplier on the basis of INDEL B Group's testing regulations or, in their absence, on the basis of those of the Supplier's, the warranty obligations as per article 7.3 shall not apply;
(b) for non-hidden flaws, or flaws in any case detectable on the basis of the above-mentioned regulations, the warranty obligations as per article 7.3 shall be applied, it being understood, however, that the Supplier shall be able to charge, instead of the price of the Part, the remuneration established for the Supplier's processing in force at the time of the charging.
7.3.4 The Supplier undertakes not to launch on the market and to scrap defective and non-conforming parts returned by INDEL B and/or any company controlled by it or affiliated with it and for which the relative recovery for INDEL B and/or any company controlled by it or affiliated with it with supplementary processing has not been agreed, INDEL B Group having every right of inspection and control for the verification of said obligation. Subject to agreement with the Supplier regarding the relative means of implementation, INDEL B and/or any company controlled by it or affiliated with it, may directly arrange for said scrapping on behalf of and at the expense of the Supplier.
7.3.5 INDEL B and/or any company controlled by it or affiliated with it may not make use of the warranty provided for in this article 7 if the defects as per article 7.3 are to be attributed to breach of the instructions for use, maintenance and installation, inappropriate or improper use, or erroneous or negligent treatment on the part of INDEL B Group or of third parties.
7.4 With the exception of Parts subject to industrial property rights of INDEL B and/or any company controlled by it or affiliated with it , the Supplier guarantees that the production, use and marketing of the Parts supplied by it do not imply the falsification of industrial property rights of third parties, and/or any company controlled by it or affiliated with it either in Italy or abroad, assuming the responsibility of promptly defining any third party claims and, in any case, holding INDEL B harmless against said claims and protected from any action likely to prevent the free production, sale or circulation of INDEL B and/or any company controlled by it or affiliated with it products.
7.5 In the event INDEL B and/or any company controlled by it or affiliated with it, is summoned before a court, for civil liability (including for "product liability") or contractual liability, or is accused of breach of legal provisions (safety, pollution, etc.) as a result of defects, non-conformity or non-reliability of the Parts supplied, the Supplier shall be obliged to hold harmless and undertakes to take out, at its own expense, before supplying the Parts, an insurance policy in favour of third parties (to cover all risks and on a global scale), which insures both the parties against damage to people and/or assets, directly or indirectly associated with the Parts, their production and marketing, during the term of this agreement. Alternatively, the Supplier shall have the possibility of including INDEL B and/or any company controlled by it or affiliated with it as an insured/protected party in the policy (all risks) provided that said policy is satisfactory and accepted by INDEL B and/or any company controlled by it or affiliated with it. The insurance policy must (a) indicate INDEL B Group as "insured party" and specify that the insurance cannot be cancelled unless the policyholder claimant gives written notice to INDEL B and/or any company controlled by it or affiliated with it at least 60 days before the effective date of cancellation; and (b) confirm that, in all events, the policy covers the Supplier's liability. The Supplier undertakes to keep the insurance cover valid and effective for the entire valid period of the supply and for the subsequent three years after its termination for whatever reason (c) the insurance must cover 1.5 million euros per year for product liability Insurance.
7.6 Unless otherwise agreed in writing when the supply of the Part is proposed or accepted by the Supplier, in the event that INDEL B and/or any company controlled by it or affiliated with it, carries out a campaign for the recall or recovery of its products in order to replace or repair parts found to be defective or not reliable or not conforming to the legal requirements indicated by INDEL B and/or any company controlled by it or affiliated with it and even if the defect or the non-reliability or the non-conformity is found after the expiry of the warranty, the Supplier shall be obliged to supply, free of charge and without costs for INDEL B and/or any company controlled by it or affiliated with it , the Parts necessary for carrying out the recall or recovery campaign and shall refund INDEL B and/or any company controlled by it or affiliated with it, the cost of disassembly and assembly operations.

8. Prices
8.1 The prices indicated in the Order are fixed unless otherwise specifically agreed in writing.
8.2 Any increases in the price of the parts due to construction modifications must be communicated beforehand by the Supplier and, in all events, only those accepted beforehand in writing by INDEL B and/or any company controlled by it or affiliated with it, shall be valid and binding on it.

9. Invoices, delivery notes and payment

9.1 Shipped Parts must always be accompanied by a delivery note in the number of copies requested by INDEL B and/or any company controlled by it or affiliated with it. The delivery note must contain, besides the elements required by law, the following indications:
> name of the Supplier, drawing serial number or INDEL B and/or any company controlled by it or affiliated with it, reference or code, production lot number, Supplier code number; name of the Part, date of shipment, number and date of the Order, name of the person contacted, place of delivery; the quantity of the lot shipped, number of packages and any other indication requested in the Order.
9.2 INDEL B and/or any company controlled by it or affiliated with it, shall pay the Supplier's invoices, subject to receipt of the documents completed and provided for in articles 9.1 and 9.2 above, by bank transfer according to the supplier payment calendar, which the Supplier declares to have already received, to be aware of and to accept, as well as according to the updates of said calendar that INDEL B and/or any company controlled by it or affiliated with it, shall deliver to the Supplier from time to time.
9.3 In the event that, on one or more lots of finished Parts, a percentage of defective or non-conforming Parts greater than the agreed tolerance limit is found, INDEL B and/or any company controlled by it or affiliated with it, shall have the right to suspend, from the total of payments due at that moment to the Supplier, the payment of an amount equal to the price of the lot in question until the Supplier has delivered the parts or lot in replacement. For all cases of the restitution of sums unduly received by the Supplier or, in any case, due to INDEL B Group, the latter shall issue a relative debit note to be settled with the same methods and terms of payment as provided for the main operation.

10. Privacy

10.1 Each of the parties to this contract expressly permits the other party to communicate its data to third parties in the event said communication is necessary for the fulfilments, rights and obligation connected with the execution of this Contract or facilitates the management of relations deriving from it. The parties also acknowledge the rights recognised to them by the GDPR European privacy regulation no. 679/16 regarding the protection of personal data, and in particular the right to request their updating, rectification or cancellation.

11. Clause 231/01

11.1 The Supplier undertakes strictest compliance with the legal regulations in force and declares, in particular, to be aware of the contents of Leg. Dec. no. 231 of 2001 (regulation of the administrative liability of legal entities, of companies and associations also lacking legal personality, as per article 11 of Law 29 September 2000, no. 300). As a consequence, the Supplier is obliged to refrain from any unlawful conduct associated with a crime regulated by the above-mentioned law, regardless of the fact that the crime has been actually committed and investigated or not. 11.2 The Supplier, moreover, declares to be aware of the Organisation Model and Ethical Code of INDEL B and/or any company controlled by it or affiliated with it, published and to undertake to comply with it. If the Supplier fails to comply with this obligation, INDEL B and/or any company controlled by it or affiliated with it, shall consider this circumstance the equivalent of a violation of the trust on which this relationship between the parties is based and a serious breach of these conditions, and may exercise the right to immediately withdraw from the contract pursuant to art. 1456 c.c. – as, moreover, provided for in the contractor's document called "Sanctioning system" – as well as to obtain a fair amount to be determined as compensation for any damage suffered.

12. Sustainability

12.1 In consideration of the Ethical Code adopted by INDEL B and/or any company controlled by it or affiliated with it, the minimum requirements to be met by suppliers, third parties and subcontractors is compliance with specific Sustainability Guidelines:
a) Human rights and working conditions:
- the refusal of any form of forced labour or child labour,
- recognition of the right of freedom of association in compliance with current law;
- the protection of people's health and safety;
- the guarantee of equal opportunity, of fair working conditions of employee's right to receive training.

b) Respect of the environment:
- the optimisation of the use of resources;
- the responsible management of waste:
- the elimination of the production process of potentially hazardous substances;
- the development of products with low environmental impact;
- the use of an eco-sustainable logistical system.

c) Business ethics
- elevated standards of integrity, honesty and correctness;
- the prohibition of corruption

12.2 In the event of the ascertained non-conformity of a supplier of said principles, INDEL B Group reserves the right to interrupt the commercial relationship or to request the supplier a corrective action plan, the implementation of which is verified through appropriate audits.

Autoclima S.p.A. a socio unico
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Partita IVA: IT04453960017
RI Torino: 04453960017
REA Torino: 634244

Società a socio unico a direzione e coordinamento da parte di INDEL B S.p.A. RN n. IT02037650419

13. Applicable law and competent Court

13.1 This Contract shall be regulated and interpreted according to Italian law.

13.2 All disputes deriving from or connected with this Contract shall be assigned to the exclusive jurisdiction of the Court of Torino. However, Indel B and/or any company controlled by or affiliated with Indel B shall have the right to bring proceedings against the Supplier before the courts of the jurisdiction where the Supplier has its registered office.

As confirmation of the above, these general conditions are signed by the supplier or by one of its duly authorised representatives by virtue of:

Power of Attorney

Resolution of the Board of Directors

Other

For approval and unconditional acceptance of the above-reported general conditions

Supplier Stamp and Signature, Place and Date

Autoclima S.p.A. Stamp and Signature

AUTOCLIMA SPA a socio unico
Via Cavalieri di Vittorio Veneto, 15
10020 CAMBIANO (TO)
P.IVA IT04453960017

Pursuant to article 1341 of the Italian Civit Code and following, we specifically approve in writing the following clauses of the general conditions:

1.2 - 1.3 - 1.4 - 1.5 - 1.10 - 1.11 - 2.1 - 2.2 - 2.3 - 4.1 - 4.3 - 6.3 - 6.5 - 6.6 - 7.2 - 7.3.1 - 7.3.2. - 7.3.3 - 7.3.4 - 7.5 - 7.6 - 9.1 - 9.2 - 9.3 -11 – 12.2 - 13.

Supplier Stamp and Signature, Place and Date

Autoclima S.p.A. Stamp and Signature

AUTOCLIMA SPA a socio unico
Via Cavalieri di Vittorio Veneto, 15
10020 CAMBIANO (TO)
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