

GENERAL TERMS AND CONDITIONS OF SUPPLY (GTCS)

These General Terms and Conditions of Supply outline the basic agreement governing the supply relationship between Olimpieri Costruzioni Meccaniche S.r.l. (hereinafter referred to as the "Supplier") and its customers (hereinafter referred to as the "Customers"). The submission of an order by the Customer implies full acceptance of these General Terms and Conditions of Supply.

- Subject of Supply:** Supply of complex components and assemblies, light metal carpentry, and precision mechanics, according to customer specifications.
- Certification:** The Supplier operates in compliance with the ISO 9001:2015 standard. The Supplier commits to maintaining this certification and to promptly informing the Customer of any changes.
- Request for Quotation:** All requests for quotations must be sent to the email address ocm@olimpieri.it. Our technical office is committed to responding as quickly as possible, depending on availability. The company strives to minimize response times. Requests for quotations must be accompanied by the necessary technical documentation for the creation of CAM programs and bills of materials (drawings, codes, specifications, bills of materials, etc.).
- Customer Drawing Management:** To ensure the correct execution of the production process, drawings must be geometrically accurate and submitted in vector format (**DXF, DWG**) or three-dimensional format (**STEP**). It is essential that orthogonal projections provide sufficient information for proper interpretation and that nominal dimensions precisely match those indicated. If dimensional adjustments are required, they must be clearly highlighted. The Supplier operates in accordance with **UNI EN 22768-1:1996** tolerances. Incomplete or incorrect drawings may cause production delays or suspensions until they are corrected. In case of non-compliance with the above requirements, the Customer acknowledges that any warranties or rights to product replacement may be voided.
- Order Confirmations:** Each order submitted by the Customer will be formally confirmed by the Supplier. This confirmation will be sent via email through our management system, validating the receipt and acceptance of the order. If the Customer does not receive the confirmation within **two business days** from the order submission date, they are encouraged to contact our sales office by phone at **+39 0763 31 62 47** or via email at ocm@olimpieri.it to verify the order status and prevent any misunderstandings or delays.
- Prices:** The price lists/offered prices are valid based on market conditions at the time of the request, with a validity period that may vary depending on market fluctuations but never less than **30 days**. It is recommended to request a quotation for all productions, even recurring ones, especially if more than **10 to 12 months** have passed since the last supply. The company is committed to always ensuring the most competitive price possible.
- Standard Delivery Times:** The standard delivery times range from **3 to 6 business weeks** (variable depending on the complexity and quantity of the requested processing) starting from the date of receipt of the necessary documentation to initiate the production process. The delivery dates specified in Customer orders, if not compatible with our standard timelines, will be considered as a priority indicator. The delivery times stated in order confirmations are **indicative and non-binding**; any delays shall not entitle the Customer or third parties to cancellations or claims for compensation.
- Delivery Times (Known/Repeat/Previously Executed Productions):**

Type of Production	Minimum Delivery Times
Items Without Treatments	15 business days
Items With Surface Treatments	20 + X business days
X = Chromate passivation, electrolytic zinc plating, anodization	+5 business days
X = Painting, silver plating, nickel plating, chrome plating	+10 business days
X = Painting + screen printing, hot-dip galvanizing	+15 business days

The timelines indicated in the table are indicative and non-binding and may undergo significant variations that shall not entitle the Customer or third parties to cancellations or claims for compensation/reimbursements. For surface treatments that do not fall within our standards, the timeline will be communicated during the quotation phase. Treatments are carried out by qualified third-party suppliers. The management and coordination of multiple processes at different companies may make precise delivery date planning challenging. Any delays will be promptly communicated to the Customer. The indicated timelines start from the complete receipt of the necessary documentation (drawings, bills of materials, processing specifications) and not from the mere receipt of the order. Orders cannot be partially processed, unless otherwise agreed and documented in the quotation/order confirmation. It is recommended to always send all the required production documentation along with the orders. If the Customer needs to shorten delivery times, they may indicate delivery dates that are not compatible with company standards. Such requests will not be binding but will help schedule production as efficiently as possible based on the indicated priorities. The aforementioned timelines apply unless otherwise communicated in writing by us.

- Urgent Requests:** Urgent requests must be explicitly communicated via email to our sales office ocm@olimpieri.it and will be managed by the Supplier, if feasible, while respecting production workloads and existing commitments at the time of the request and thus safeguarding the scheduled productions of other customers. If a Customer has ongoing productions but requests urgency for other ones or any modifications to predetermined schedules, the existing productions of that specific Customer will experience a delivery date shift compatible with the resource commitment required to fulfill the urgent request.
- Delivery and Payment Terms:** The payment method will be determined following a reliability analysis conducted through a **CERVED report**. For new customers, a **30% to 50%** advance payment of the total amount is required for the first supply. Unless otherwise agreed, **transport costs** for the products are borne by the Customer. The Supplier reserves the right to **suspend processing** in the event of evident non-compliance with payments by the Customer. The Supplier also reserves the right to forward any outstanding payment cases to **third-party debt collection agencies** and, as a last resort, to take **legal action**.

11. **Prototype Production:** Requests for prototype productions (1/2/3 pieces), which cannot be assimilated to batch productions, even minimal ones, will be managed separately from the standard process by the Supplier:
 - a) **Quotation lead time:** Quotations for this type of production will be processed at the end of the standard queue at the time of the request. The response time for quotation requests may vary from **5 days (MIN)** to **15 days (MAX)** depending on workload;
 - b) **Delivery times:** These types of processes will be handled at the end of the standard queue. Production lead times may vary from **4 weeks (MIN)** to **10 weeks (MAX)**, depending on the complexity and quantity of the requested processing;
 - c) **Payment:** For this type of production, **100% payment via bank transfer in advance** is specifically required, unless otherwise agreed in writing.
12. **Order Scheduling:** The Supplier encourages Customers to consider the terms and conditions outlined in these **General Terms and Conditions of Supply (GTCS)** when planning their orders. This will help the Supplier organize production queues more effectively and ensure a smooth workflow.
13. **Recurring Orders and Long-Term Contracts:** The Supplier offers the possibility of establishing specific conditions for recurring orders or long-term contracts. Such conditions may include **price stabilization for agreed periods, scheduled deliveries, and inventory management**. Any agreements must be **formalized in writing** and are subject to **periodic review** based on market trends.
14. **Certificates of Conformity:** Certificates of conformity must be **explicitly and strictly requested** at the time of order placement. The subsequent issuance of certificates will incur a charge of **€25.00 each**. In any case, if **3.1 material certificates** are required, a fee of **€7.50 per each material used** will apply.
15. **Customer-Supplied Materials (Contract Manufacturing):** The Customer is responsible for the **quality and conformity** of the materials supplied for contract manufacturing. The Supplier reserves the right to report any **non-conformities** before starting production. Any **scrap material** generated will be managed by the Supplier unless otherwise specified in writing. The Supplier is only liable for **defects resulting from processing** and not for issues related to the quality of the received material.
16. **Welding Specifications:** Our company employs certified welders in compliance with EN ISO 9606-1 for welding processes on stainless steel, aluminum, and iron. The welding procedure specifications (WPS), available upon request, have been selected to ensure the maximum coverage of our customers' needs, ensuring compliance with quality standards, repeatability, reliability, and structural integrity of the joints. Unless otherwise specified by the Customer at the time of order, the company's standard WPS will be applied for the structural welds necessary for the requested products. Any requests for specific procedures must be communicated in advance and may require feasibility assessments or additional qualifications.
17. **Surface Treatment Specifications:** The surface treatments applied to semi-finished products include various processes aimed at ensuring protection, functionality, and an aesthetic appearance that meets the required standards. These include zinc plating for ferrous materials, performed both hot and cold, with adhesion and coloration requirements in compliance with **EN ISO 2081:2018**, and conductive chromate passivation of aluminum, also known as chromating, available in yellow and white variants, which must ensure color uniformity and follow a well-defined process including degreasing, rinsing, satin finishing, further rinsing, chromating, a final rinse, and drying. Nickel plating and silver plating are carried out on copper, brass, and ferrous materials, with a minimum thickness of **5 microns** to ensure uniformity and gloss. Anodic oxidation of aluminum is performed with strict criteria to achieve a uniform appearance, free of stains, and with a high-quality aesthetic finish. Painting can be done by spraying, with the application of a primer followed by oven curing, or by powder coating, through a process that includes degreasing, powder application, and subsequent curing. The paints used are respectively **catalyzed acrylic** and **epoxy-polyester**, both characterized by excellent adhesion and superior aesthetic finishing. The semi-finished products destined for these treatments are sent to suppliers in batches, accompanied by detailed documentation specifying the quantity to be treated, the expected return date, the type of treatment required, and any technical specifications beyond the company standards. Special attention is given to passivation and silver plating, treatments that must meet specific requirements to withstand **radiofrequency stresses**. Third-party suppliers, selected for their reliability and expertise, operate in compliance with **strict quality standards** and commit, through **Framework Agreements**, to ensuring **constant internal process control** through periodic analyses of chemical baths, conducted in collaboration with chemical suppliers. Additionally, they are required to use calibrated instruments for measuring the applied thicknesses, provide **certificates of conformity** for each treatment performed, and record this information in the accompanying documentation. Every operation must be carried out in compliance with **current environmental and safety regulations**.
18. **Warranty:** The Supplier provides a **standard legal warranty** on the supplied products. The Customer is required to report any defects or issues **within a maximum of 28 days** from receipt of the goods.
19. **Exclusion from Warranty:** The warranty does not cover: The direct consequences of war, civil war, insurrections, or confiscation by authorities; The consequences of atomic nucleus disintegration; The direct or indirect consequences of destruction or loss of functionality during or following an incident; Intentional or malicious damage caused by the purchaser or any person other than a third party; Aesthetic damage to various parts of the product; Indirect damages, financial or otherwise, suffered by the purchaser during or after an incident; Accidental material damages; Damages or failures resulting from natural disasters; Failures, malfunctions, or defects attributable to electrical incidents; Failures resulting from modifications to the original characteristics of the product; Failures related to drought, humidity, corrosion, dust presence, external electrical surges (lightning), or excessive temperature; Failures occurring due to the opening or modification of internal components; Failures occurring during installation or assembly of the product; Failures for which the customer has attempted self-repair or has entrusted the repair to an unauthorized installer or repairer; Failures not covered by the legal warranty; Failures resulting from repairs carried out under the legal warranty of conformity; Failures of components and consumables related to the operation of the product; Costs of commissioning, repair, or shipping incurred by the customer without prior agreement with the manufacturer; Defective operation or other claims in a system built by the end user, attributable to insufficient or incorrect construction or installation preparations; Devices or accessories improperly handled, damaged, or installed not in compliance with regulations.
20. **Right of Withdrawal:** In compliance with applicable regulations, the Customer may exercise the right of withdrawal under the terms and conditions provided by law. The Supplier reserves the right to **deny withdrawal** for work already started or in an advanced stage or to request **compensation** for the work already performed (including materials and labor).

21. **Order Modifications:** Provided that the processing is not in an advanced stage, any modifications to the order, including quantity changes, additions, advancements, or postponements, will be considered based on workload and available resources at the time of the request. Such modifications shall not entitle the Customer to claims or disputes regarding delivery times.
22. **Returns:** In the event of a return:
 - a) If the **exclusion clauses from the warranty** do not apply and no prior written agreements exist, the products will be collected and redelivered at the Supplier's expense and will be reprocessed with priority within the **minimum necessary technical time**, in accordance with the Supplier's internal procedures;
 - b) If the **exclusion clauses from the warranty** apply, any returns for analysis or repairs will be **entirely at the Customer's expense**, including materials, labor, and transportation.
23. **Exclusion of Liability:** The Supplier shall not be held liable for any **damage to property or persons** resulting from the improper use of the supplied products. The Customer **indemnifies the Supplier** from any liability, claims, damages, losses, costs, or expenses, including reasonable legal fees, that may arise from the use of the supplied goods. The Supplier **rejects the application of penalties or sanctions** for delays or worksite stoppages. The Supplier does not accept, unless specifically agreed upon, **supply conditions different from those stated herein** and from those outlined in specific customer framework agreements. The Supplier shall not be liable for any **indirect, incidental, special, punitive, or consequential damages** suffered by the Customer.
24. **Force Majeure:** The Supplier shall not be held liable for delays or failures to perform due to circumstances beyond its reasonable control, including, without limitation, **acts of God, wars, civil unrest, labor disruptions, telecommunications outages, power blackouts, natural disasters, fires, floods, epidemics, government restrictions, strikes, explosions, transportation disruptions, or work delays due to similar causes**.
25. **Confidentiality:** If required, the Supplier commits to operating in compliance with confidentiality obligations to be defined through the signing of specific **NDA**s. The Supplier undertakes **not to disclose**, without the prior consent of the Customer, any **confidential information** or **intellectual or industrial property-protected data** acquired through the commercial relationship with the Customer. If the Supplier needs to share such information with its employees or third parties as part of contract execution, it commits to ensuring that the **same confidentiality standards** are upheld. The Supplier also undertakes **not to use confidential information** for purposes other than contract execution. The **confidentiality obligation remains in effect even after the termination** of the commercial relationship with the Customer. The Supplier reserves the right to disclose confidential information if required by **laws, regulations, or court orders**.
26. **Unilateral Termination:** If the Customer is in default, violates the provisions set forth in these supply conditions, or raises reasonable doubts regarding reliability, the Supplier reserves the right to **unilaterally terminate** the supply relationship **without penalties or additional charges**. The termination will be communicated via email without the need for further notice.
27. **Modifications to the GTCS:** The Supplier reserves the right to **modify these Supply Conditions at any time**. Any substantial modifications will be communicated via email to customers **within 28 days** of their entry into force. These **GTCS cancel and replace all previous versions** and are the only ones in force (except for any written contracts). These conditions **take effect from the moment they are sent to the Customer**.
28. **Severability Clause:** If any provision of these Terms and Conditions is deemed **invalid or unenforceable**, such provision shall be **removed**, and the remaining provisions shall remain in full force and effect.
29. **Waiver:** The fact that the Supplier does not exercise any of the rights or prerogatives granted under these **General Terms and Conditions of Supply** shall **not constitute a waiver** of such rights or prerogatives, nor shall it prevent the Supplier from exercising them in the future.
30. **Governing Law and Jurisdiction:** These **Supply Conditions** are governed by **Italian law**. Any dispute arising from or related to these conditions shall be settled by the **Court of Terni**.