

General Purchasing Terms

1. Principles of Purchasing

Purchase orders issued by RF Microtech SRL are subject to the General Conditions of Purchase here listed in Italian and English language, the first prevailing. The subscription of this document implies full and unreserved acceptance of these conditions. The parties are allowed to provide additional and/or different conditions, valid only if they are specifically approved in writing by both parties. In case of conflict between this document and the particular clauses and terms of the contract, the latter shall prevail on all attachments.

2. Quality System

RF Microtech SRL keeps an updated quality management system according to the UNI EN ISO 9001:2015 "Quality Management Systems" norm. All documents and information exchanged between the parties will be filled according to the Quality procedure. Similarly, all business processes align with the mentioned standard to ensure the compliance of products and services with contractual requirements.

In case of non-conformity, the Quality Department reports the situation in writing to the Supplier, explaining problems and related actions. Depending on the non-conformity, RF Microtech SRL reserves the right to accept or reject the goods.

3. Access and Audit

The Supplier allows RF Microtech SRL employees to access its premises, prior notice and shared planning. During the term of the contract's validity, RF Microtech SRL has the possibility to carry out checks on the service's performance and on the related documentation.

RF Microtech SRL is authorized to conduct audits to assess the quality system and/or conduct examinations on the organization, processes, and products in order to verify their compliance with contractual requirements.

Similarly, the Supplier is entitled to send its employees to RF Microtech SRL's premises - subject to the latter's authorization - to inspect the procedures used in testing at the time of receipt of the order. The right of access must be communicated in advance and specifically approved in writing.

4. Confidentiality and Non-Disclosure

Business and technical information, plus documents and work results are considered confidential and shall not be disclosed by the Supplier in any form (completely or in part). This obligation continues despite the completion or interruption of the contract.

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During the execution of the PO, all the information exchanged between the parties is marked as “CONFIDENTIAL INFORMATION”. The receiving party agrees to keep such information confidential and not to disclose it to any third party with the exception of its own employees or final customer. Furthermore, the receiving party shall take all necessary measures to prevent the unauthorized use, disclosure, publication, and dissemination of Confidential Information. The non-disclosure obligations will remain in any case effective for a period of 5 (five) years from the date of disclosure to the receiving party and not terminate upon expiration or early termination of the Agreement.

5. Orders management

Each order is completed only after written confirmation from the Supplier. This communication must arrive at RF Microtech SRL within 3 (three) working days after receipt of the order at the e-mail address amministrazione@rfmicrotech.com. Nevertheless, in absence of a formal written objection, the order is still considered valid in all its parts according to the terms of payment, price, and delivery time established therein. The person who signs the General Conditions of Purchase on behalf of the Supplier declares and guarantees that he has the power to represent and commit the Supplier.

6. Changes to orders

Without prior authorization from RF Microtech SRL, the Supplier is not allowed to make any changes to the product defined in the purchase order, even if the change is to be considered an improvement. In fact, modifications of the product must be properly assessed in terms of scope, time, and cost-effectiveness. Moreover, modifications of the purchase order take effect if they have been authorized by both parties in advance.

7. Payment terms

If not differently agreed in the relevant PO, prices are in Euro (EUR) without any tax; payment terms are by bank transfer to the bank account stated in the invoice, 60 days EOM from the invoice date, upon successful acceptance of the supply. Invoices must be issued in compliance with the applicable regulations and in accordance with the purchase order. Otherwise, the Company reserves the right to reject non-compliant invoices. In any case, RF Microtech SRL has no obligation to pay any invoice submitted by the Supplier before the date established in the order.

8. Services

The delivery dates indicated in the order must be respected. The supply of material must be accompanied by the transport document indicating the references of the order and of the articles with their quantities. Moreover, every supply must be compulsorily accompanied by certification and declaration of conformity and evidence of testing, in accordance with the relevant technical prescription or any other specification detailed in the PO. Otherwise, RF Microtech SRL may not accept delivery and/or may delay payment.

Finally, the Supplier shall be responsible to RF Microtech SRL for the execution of the order and may not subcontract all or part of the same without prior written authorization from RF Microtech SRL.

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9. Counterfeiting

The Supplier must ensure that the goods delivered to RF Microtech SRL are free from counterfeit parts. It is therefore obliged to implement all those behaviors necessary to prevent this situation, by purchasing material only from original manufacturers or from official, authorized, and consolidated distributors. The use of materials other than those established above must be immediately communicated and previously authorized by RF Microtech SRL.

In the event that the authenticity of the delivered goods is doubted, RF Microtech SRL will be entitled to request from its Supplier the certificates attesting to the authenticity of the delivered products. If the material is found to be counterfeit, the Supplier will be obliged to replace it with as many authentic parts at its expense.

The Supplier also undertakes to ensure that its subcontractors comply with the principles established by this article. In the event that non-compliant material is found, it must immediately notify RF Microtech SRL and must replace it with other original material at its expense.

9.1. REACH and RoHS

Suppliers who collaborate with RF Microtech SRL are required to comply with the principles established by the REACH and RoHS regulations, thus undertaking to protect environmental and human health in an increasingly competitive market.

Likewise, Suppliers must ensure that their subcontractors share this company policy taking into consideration the above-mentioned European principles.

10. Packaging management

Packaging shall conform to commercial standards and practices so as to protect the contents from corrosion, contamination, and damage during transport. Boxes and containers must ensure the protection of goods from physical and environmental damage during shipping and handling. Padding materials shall be applied to protect and prevent any movement of the contained items.

11. Quality and acceptance of services and goods

The delivery of the ordered goods does not imply an immediate acceptance of them. In fact, the products are approved only after verification of their actual condition (quantity and quality) by the RF Microtech's control department.

The testing of the Supplier's products is performed by RF Microtech SRL compatible with its organizational production and material management needs.

In the presence of supplies affected by defects or otherwise not accepted, RF Microtech SRL reserves the right to adopt one of the following alternatives:

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- a. rework the non-compliant products by means of supplementary processing at the Supplier's premises and expense;
- b. charge to the Supplier the costs for reparation by RF Microtech SRL or by its final customer, subject to agreement with the Supplier;
- c. request the replacement of non-conforming products or of the entire lot to which they belong;
- d. reject the non-compliant products or the entire lot to which they belong, without requesting their replacement;
- e. in the cases referred to in paragraphs a); b); c) RF Microtech SRL shall be entitled to apply to the Supplier a penalty of 2% of the value of the undelivered goods for every whole week of late delivery (except for the right to compensation for further damages), up to no more than 10% of the value of the order;
- f. in the case referred to in the foregoing paragraph d), RF Microtech SRL may apply to the Supplier a penalty equal to 10% of the value of the order (except for the right to compensation for further damages). Without prejudice, in any case, to the right of RF Microtech SRL to claim reimbursement for the major damages actually incurred.

12. Delivery delay and penalties

Delays in delivery through fault of the Supplier entitle RF Microtech SRL, in pursuance of art. 1382 Civil Code, to apply a penalty of 2% of the value of the undelivered goods for each full week of delay (without prejudice to the right to claim indemnity for any further damage sustained), up to a maximum of 10% of the order value. Should the delay exceed 25 working days, RF Microtech SRL, always without prejudice to its right to apply the penalty above and to claim indemnity for any further damage sustained, may choose to cancel the order.

The Supplier shall promptly inform RF Microtech SRL in writing with supporting evidence of any event of force majeure making it impossible to execute the order and specify the foreseeable duration as well as the consequences thereof. In such circumstances, RF Microtech SRL reserves the right to cancel the order.

13. Arbitration and Jurisdiction

Any disputes arising in connection with this agreement, including those relating to payment procedures, shall be referred for settlement to the Chamber of Commerce of Perugia, which shall reach a decision in accordance with the rules of procedure of the Chamber itself. Should the above arbitration procedure fail, the dispute shall be referred to the Court of Perugia, which shall have exclusive jurisdiction with respect to the Supplier. Conversely, RF Microtech SRL shall be entitled to summon the Supplier to the Supplier's business premises. The applicable law is Italian law.

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14. Attachments

a) Document "RF Microtech Purchasing Principles" - Rev.02

For acceptance:

The Supplier: _____ Date: _____
(stamp and signature)

(*) Not receiving written observations or reports from the Supplier or these conditions duly signed within 7 days of sending, the same are deemed tacitly approved.

() The ** are indicative of the revised parts.**

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