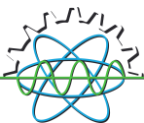
 <p><b>SIRPLES</b></p>	<p><i>General Terms and Conditions of Supply</i></p>	<p>12/03/2026</p>
---	--	-------------------

## **1. General Provisions**

- 1.1. Unless otherwise provided in the relevant order or specified in specific agreements (contracts, LTAs, etc.), the supply shall be governed exclusively by these General Terms and Conditions, which constitute the entire agreement between the parties.
- 1.2. The supplier's acceptance of these General Terms and Conditions of Supply is deemed to be tacitly completed upon acceptance of the Orders transmitted by Sirples to the supplier.
- 1.3. Acceptance by Sirples of the Supplier's offer, either tacitly through issuance of an order or explicitly, formalizes the contract between the parties. All subsequent orders shall be subject to these conditions. Any modification must be agreed and approved in advance by Sirples.
- 1.4. The order confirmation, as well as any changes, must be communicated to Sirples within three business days. After this period, the order shall be deemed fully accepted in accordance with the terms requested by Sirples.
  - 1.4.1. If the supplier requires more time to issue the Order Confirmation, it must inform Sirples within the timeframe established in section 1.4.
- 1.5. Any changes to the agreed terms made after the Order Confirmation must be promptly communicated to Sirples Purchasing via email for approval and a decision on the matter; in any case, no later than halfway through the period between the order date and the confirmed delivery date. If no such notification is provided, the agreed terms will remain unchanged.

## **2. Delivery Terms**

- 2.1. Delivery must be made in accordance with the terms specified in the order and confirmed in the Order Confirmation.
- 2.2. Deliveries that exceed or fall short of the quantities specified in the Order will not be accepted, unless prior arrangements have been made with the Sirples Purchasing Department.
- 2.3. Each package must be properly labelled and contain only a single item (Part Number); it is not permitted to include different products within the same package.
- 2.4. Properly labelled packages may be consolidated into a single container for delivery convenience (cartons, pallets, crates, etc.).
- 2.5. Early deliveries must be agreed upon with Sirples Purchasing.
- 2.6. Any delays in delivery must be promptly communicated to Sirples.
- 2.7. Should Sirples' customers apply costs and/or penalties due to delivery delays, even if agreed upon, these will be fully charged to the supplier.

 <p><b>SIRPLES</b></p>	<p><i>General Terms and Conditions of Supply</i></p>	<p>12/03/2026</p>
---	--	-------------------

- 2.8. Any Sirples-owned material delivered to the Supplier for processing, if more than production requirements, must be returned at the end of the order as “unprocessed material,” together with any tools and/or equipment provided on loan for use.
- 2.9. Any scrap material supplied by Sirples must be accounted for and justified at the end of the order.

**3. Quality of Supplies**

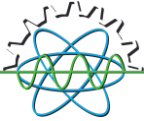
- 3.1. The Supplier assumes full responsibility for the quality of the materials purchased for the manufacture of the Sirples product, as well as for its own suppliers and for compliance with the requirements established by Sirples’ Customer.  
The Supplier is fully liable for these aspects in accordance with applicable laws and the quality standards applicable to its industry.
- 3.2. Acceptance by Sirples of the delivery is subject to the results of the incoming quality inspection; non-conforming items will be rejected and must be either credited or replaced.

**4. Right of Access**

- 4.1. Sirples, its customers, and the relevant authorities have the right to unrestricted access to any supplier involved in the manufacture of Sirples products, including second-tier suppliers, as well as to the facilities where work is performed on behalf of Sirples.  
This access is intended to verify that the activities carried out comply with the requirements specified in orders and/or contracts.  
The supplier must promptly notify Sirples of any request for access to its premises by Customers or Authorities.  
In any case, Sirples alone is responsible for the prior coordination of such activities at the suppliers’ premises..

**5. Warranty and After-Sales Service**

- 5.1. The Supplier warrants that the manufactured product complies with the requirements set forth in the order, is free from defects in materials and/or workmanship, is free from design defects, and is free from software defects where applicable.
- 5.2. The warranty period for the aforementioned defects is 12 months for newly manufactured products and 6 months for used and/or repaired products, unless otherwise specified in agreements between the parties.

 <p><b>SIRPLES</b></p>	<p><i>General Terms and Conditions of Supply</i></p>	<p>12/03/2026</p>
---	--	-------------------

- 5.3. The Supplier undertakes to replace non-conforming materials no later than 30 days after notification by Sirples, unless otherwise agreed.
- 5.4. The Supplier must inform Sirples of any obsolescence of the supplied product or component and ensure the availability of a sufficient quantity to meet annual demand following the onset of obsolescence. Furthermore, the Supplier must identify an equivalent or alternative product, accompanied by technical documentation proving compatibility and suitability for the intended use.
- 5.5. The Supplier is liable for any damages incurred by the Customer resulting from non-compliance with the preceding clauses; any resulting costs will be assessed and passed on.

## **6. Ethical and Environmental Conduct**

- 6.1. Sirples Management has adopted its own Code of Ethics, available on the Sirples website at [www.sirples.com/codice\\_etico](http://www.sirples.com/codice_etico), which sets forth the principles to which the Supplier's activities must also conform, to the extent of its competence and responsibility; it is an integral part of these General Terms and Conditions of Supply.
- 6.2. The Sirples Environmental Policy is currently in effect and defines guidelines and "best practices" that the Supplier is also required to apply within the scope of its responsibilities. The document is available at [www.sirples.com/ambiente](http://www.sirples.com/ambiente) and is an integral part of these General Terms and Conditions of Supply.
- 6.3. Sirples adopts an ethical approach that extends not only within the company but throughout the entire supply chain. Consequently, the Supplier is required to comply with the CMRT Policy published at the following address [www.sirples.com/CMRT](http://www.sirples.com/CMRT), which constitutes an integral part of these General Terms and Conditions of Supply.
- 6.4. In the event of failure to comply with even a single provision set forth in sections 6.1, 6.2 and 6.3, Sirples reserves the right to terminate the Order, without this entailing any obligations or liability on its part.
- 6.5. If the Order is terminated as a result of a breach of any one of the provisions in sections 6.1, 6.2 or 6.3, Sirples reserves the right to seek compensation from the Supplier for any damages incurred, including those related to the company's reputation.

## **7. Jurisdiction**

- 7.1. Orders and contracts are governed by Italian law.  
Any disputes arising in connection with or as a result of such orders or contracts shall be subject to the exclusive jurisdiction of the Court of Milan.