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1. Generality

Supply conditions governing the relationship between **Hydronit Srl** (hereafter referred to as Hydronit) and the **Supplier** (identified in the signature section at the bottom of this document) are formalized in this document, which is applicable to all Hydronit purchase orders.

This document is aimed to:

- ensure that services, products, processes assigned to third parties are aligned with Hydronit requirements; which means to prevent the presence of problems on the goods received and on the services performed by the qualified Hydronit Supplier;
 - avoid any possible misunderstanding between the parties;
 - define the communication channels between Hydronit and the Supplier to ensure a correct flow of information.

1.1. Aim and field of application

Hydronit requires the Supplier to guarantee the technical, functional and performance characteristics of materials, products and processes. The set of the above characteristics are defined as supply requirements.

This specification defines the general conditions of purchase regarding:

- supply of materials, services and processes;
- · Hydronit purchase orders;
- checks on materials, processes, treatments by the Supplier;
- · certifications requested from the Supplier;
- identification and protection of materials in handling;
- assessment of supplies by Hydronit;
- Non-compliance management and related preventive and improvement actions.

This specification refers to point 8.4 of ISO 9001:2015 which regulates all Hydronit activities.

Hydronit uses "Qualified Suppliers" only, the maintenance of qualification is bound to the quality of the supplies in its entirety.

Where necessary for each order, purchase or subcontracting, Hydronit will make available the technical documentation necessary for the order fulfillment.

If necessary, the Supplier is required to contact Hydronit purchase office before processing the order.

1.2. Contacts

Servizio	Riferimento	e-mail	Telefono
Supply	Sig. Loris Mazzocco	orders@hydronit.com	03621841210
Quality	Sig. Loris Mazzocco	quality@hydronit.com	03621841210
Supply Backoffice	Sig. Nicholas Tucci/ Sig.ra Francesca Mazzara	ordersbo@hydronit.com	03621841210

2. SUPPLIER REQUIREMENTS

2.1. Qualified suppliers and assessment

The Supplier shall be assessed and qualified, shall be also included in the LIST OF QUALIFIED SUPPLIERS, through a questionnaire and/or a process audit. Subsequently, the effectiveness and efficiency of the Quality System shall be assessed by



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monitoring the quality of the supplies and, if necessary, through subsequent audits, aimed to adapt and improve the quality of the supplies.

2.2. Supplier qualification

Hydronit carry out audit at the "Qualified Suppliers" in order to verify the following aspects:

- the organization of Quality System adopted by the Supplier;
- · state of technologies in place;
- · characteristics of installations;
- · propensity to quality improvement;
- suitability of means and production methods;
- controls carried out on the product and its production process;
- methods of handling, storage and shipping of products;
- supervision of the correct application of the Technical Specifications.

The frequency and planning of audit towards the Supplier are established according to quantity, quality and importance of the supplies performed or planned.

In the procedure of QUALITY MANAGEMENT SYSTEM, the evaluation of the supplier takes into account also how the following requirements are respected over time:

- compliance of material supplied with the required technical specifications
- documentation produced (when requested);
- material identification;
- materials protection;
- compliance with delivery terms.

2.3. Processes and product verification at the supplier

The Supplier declares himself available to accept audits by Hydronit staff and/or the Hydronit Customer, at his own plant. Audits are aimed to assess, with respect to the products supplied to Hydronit only, the technical/organizational ability of the Supplier to comply with the specifications that are requested and/or to help him to improve the quality of his products/services.

The Supplier undertakes to provide the documentation concerning the production process (except for the one covering industrial secrets) and to record the results of the checks. The Supplier also undertakes to provide the personnel necessary for the visit purpose, for the necessary time.

The Supplier will inform Hydronit of any real or potential risk with regard to safety, health and environmental, that may concern, involve or be part of the activities and/or safety measures required for the activities before or during the execution of the same.

Whenever Hydronit (or its Customer) will start an activity at the Supplier's headquarters, the latter shall establish all the appropriate safety measures to create a safe working environment, in compliance with current legislation on the matter, to ensure that the risks that cannot be eliminated are controlled to an acceptable level.

Hydronit staff (or its Client) may refuse to carry out an activity if, according to their personal judgment, the necessary safety conditions are not met.

3. TERMS OF SUPPLY

3.1. Issuing orders - terms of purchase

Purchase orders for complete supplies are issued exclusively by Hydronit Purchasing Office.

The order shall be sent in writing by e-mail and it will be available on the Hydronit supplier portal.

The Hydronit purchase orders contain the following indications:



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- explicit reference to these conditions of purchase and/or further commercial and/or guarantee agreements signed with the Supplier;
 - product code/description;
 - engineering drawing, when present, with indication of the latest available revision;
 - · quantity required;
 - · purchase price;
 - · requested delivery date;
 - type of packaging required (on pallet, big bags...);
 - · delivery ex-factory, unless different indications;
 - · terms of payment.

Within 2 (two) days after the receipt, the Supplier must strictly return to Hydronit a copy of the countersigned order for acceptance or, otherwise, a written order confirmation.

In case of customized products, when a drawing attached to the purchase order is missing, the supplier shall request it to the Hydronit Purchase Office.

The Supplier must scrupulously comply with what is established on the order confirmation and comply with all the terms.

3.2. Revision index of drawings

In case of Hydronit engineering drawings, the purchase office will send to the Supplier the technical drawings of the product in PDF format attached to each order, even if the drawing has not changed from the previous order. In case of drawing failure, the Supplier is required to request it from the Purchasing Office.

Each Hydronit engineering drawing must always bear the revision index. The Supplier must verify the correspondence between the last revision of the drawing, attached to the purchase order, with the one available in its archives and destroy any drawings with a passed revision index, in order to eliminate any obsolete drawing and avoid confusion.

3.3. Variation of details in catalogue

If changes have been made to commercial parts (purchased from the Supplier's catalogue), they must be reported in advance by fax or e-mail to Hydronit Purchase Office, in order to allow Hydronit to verify the entire interchangeability and functionality and if not, have time to activate the supply alternative. For this material (modified) Hydronit reserves the right to cancel the ongoing orders.

3.4. Quantity

Quantities delivered in excess compared to the quantity ordered will not be accepted, except for agreements documented with Hydronit Purchase Office; the standard tolerance granted for production needs is +/- 3%.

3.5. Prices and price lists

Prices of each supply and process must be defined in writing before the execution of each order.

Any price variation must be agreed between the parties, applied only on new orders and communicated at least 60 days before the entry into force.

Similarly, for commercial details (purchased from the Supplier's catalogue), the agreed price list for supplies will be considered fixed until the eventual reprocessing of the same, following justified variations in production costs or raw materials.

Price variations are not admissible on orders already accepted and/or confirmed.

The packaging and the related cost will be included in the supply quotations, or in view of the agreements documented with Hydronit Purchase office.

3.6. Delivery date



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Since Hydronit production is organized and programmed immediately downstream of the supplying process, it is absolutely essential that the delivery terms are strictly respected.

Depending on his competence, when the Supplier cannot respect the agreed delivery time, he must immediately notify the Hydronit Purchase Office or Hydronit Production Office, with a written communication, specifying the new proposed delivery date. As soon as available, he will have to upload the updated confirmation to the supplier portal. In any case, delayed communications will not be accepted (except for reasons of force majeure that cannot be foreseen and documented) in the 15 working days prior to the expected delivery date.

The supplies arrived at our reception of goods in the last 3 working days of the month, unless they have been agreed in writing, will be paid with effect from the following month.

In case of delivery delays exceeding 3 (three) working days, Hydronit has the right to withdraw the order according to the terms of the law (article 1456 of the Italian Civil Code).

If the Supplier delays the delivery of an order for more than 5 (five) working days, Hydronit may request the Supplier to pay a penalty equivalent to the loss of earnings, or equal to the amount that Hydronit would have invoiced to its customer, due to the fulfilment of the order for which the Supplier had to work, without prejudice to the compensation for the greater damage attributable to this delay (production line stoppage, non-sale, additional transport costs).

If the Supplier delays with an order delivery for more than 5 (five) working days, Hydronit may request the Supplier to pay a penalty equivalent to the loss of earnings, or equal to the amount that Hydronit would have invoiced to its customer due to the the order processing for which the Supplier had to work, without prejudice to the compensation for the greater damage attributable to this delay (production line stoppage, non-sale, additional transport costs).

3.7. Transport documents

In addition to the fiscal data, as required by law, the Supplier's transport documents must include:

- the reference of Hydronit purchase order or subcontracting;
- the Hydronit product code;
- the term "SAMPLING" if it concerns supplies requested as samples;
- quantity;
- declaration of conformity and other documentation (when agreed);
- any containers in loan.

3.8. Containers and packaging materials check

Containers (if any) and other protective and packaging materials in loan must be recorded in the transport documents.

The control is carried out every six months with inventory and the material lost and/or damaged by the Supplier will be charged at cost.

3.9. Performance

The Supplier must comply with what is indicated in the purchase orders.

3.10. Packaging and material protection

The packaging methods must respect the specifications as in Annex A and, in any case, they must be chosen in such a way as to prevent damage to the product (breakages, dents, oxidation and contamination from various dust and dirt due to exposure to weather conditions), during handling, transportation and delivery.

The Supplier is required to take all measures to avoid defects deriving from the movement of materials, which may be the result of any roughness of the journey during transport.

Hydronit personnel in charge with transports and goods reception is authorized to refuse materials that are not adequately protected.

All materials damaged during transport will be charged, at cost, to the Supplier who performed the last movement.



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3.11. Material destination

The material must be delivered, unless expressly indicated on the orders, at Hydronit Production site located in Via Pastrengo 62, 20814 Varedo (MB).

4. CONFORMITY OF SUPPLIES

4.1. Supplies check

Hydronit Quality Control, performs random checks (where applicable) on material before placing it in the warehouse.

What mentioned above does not release the Supplier from the responsibility of supplying products conforming to Hydronit specifications/order and any damage present on materials and/or packaging delivered to Hydronit.

4.2. Management of non-compliant supplies

A detail, a product, a process or a service is defined as NON-CONFORMING if it does not comply with the requirements of Hydronit orders or with the specific techniques or with the reference standards of both productive and binding nature.

If the material or processes supplied are found to be "non-compliant", the Hydronit Quality Control Department will immediately notify the Supplier through the "NON-CONFORMITY REPORT" by e-mail.

The deadline provided for the reporting of non-conformities or defects and/or defects must be considered conventionally waived by the parties with respect to the terms of the law (8 days from receipt of goods), for which they will run not from delivery, but from the moment when Hydronit will carry out control of supplies and processes.

Anyway, the mentioned checks will not be carried out with timeline more than 6 months from the date of receipt.

Supplies that are non-compliant can be treated as follows:

- a) they can be rejected and returned to the Supplier with transport costs borne by the Supplier or courier indicated by the Supplier. In this case, Hydronit procurement office will agree with the Supplier regarding the issuance of the credit note.
 - b) they can be accepted in writing and copy forwarded to the Supplier;
 - c) materials reworked/selected by Hydronit with charging of costs (following written agreement with the Supplier);

In the event of defects found in Hydronit production departments, the costs of any scrapped materials, production stoppages, charges to customers justified by non-delivery or delayed delivery will be notified to the Supplier.

When possible, the Supplier will agree with Hydronit how to perform the possible recovery, restoration or selection of NON-CONFORMING materials.

In the event that the non-compliance is detected by the Hydronit Customer or end user and the cause is attributed to a supply error, the Supplier will be called upon to contribute to covering any costs that Hydronit may incur accordingly.

4.3. Authorization of derogation or concessions

Temporary changes to processes or to the production process or any other element that may influence the characteristics and requirements of the product and/or component, must be notified to Hydronit Quality Office through a specific document containing the following information:

- code and description;
- purchase order number or process number;
- quantity in demand;
- description of the problem encountered;
- description of the demand for concession.

4.4. Checks required to the supplier – certificates of conformity



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The Supplier with a quality system certified (i.e ISO 9001:2015) verifies the compliance of products and services with the requirements of Hydronit orders and he is not required to systematically send audit report to Hydronit concomitantly with delivery (unless specific agreements).

The supplier is however required to supply the mentioned audit report upon specific Hydronit request.

The Supplier with an unstructured and certified quality system is required to attach to each supply the product declaration of conformity and/or, where expressly request on the order, the dimensional/quality checks carried out, the certificate of materials used and the certificate of heat treatments carried out.

The certificates are drawn up with reference to regulation 17050-1-2 "manufacturer's declaration of conformity".

4.5. Subcontracting

The product sent by Hydronit in subcontracting, must be verified in terms of quantity, conformity with the description, absence of visible damages on packaging and/or on the product, before the use. Compliance with the specifications should not be presumed exclusively because it comes from Hydronit.

During the manufacturing process, whenever the Supplier has encountered anomalous problems with non-compliant materials received from Hydronit, the Supplier is obliged to observe the following procedure:

- · stop processing;
- · promptly inform Hydronit purchase office;
- wait for a reply: derogation to produce or to return the mentioned materials to Hydronit, in this case it will include on the Document of transport the sentence "Non-compliant goods".

The above mentioned materials and/or any semi-finished products with waived materials must be identified in the respective document of transport and on the products themselves, specifying the nature of the problem.

For Hydronit, the maximum acceptable quantity of parts rejected during the processing by the Supplier, due to its manufacturing or process anomalies, is established at 0.2% of the batch being worked (2000 PPM). Up to this percentage, Hydronit will ask for simple coverage of the rejected components cost, unless the actual defectiveness of the same is proven for reasons not attributable to the Supplier.

Beyond this threshold, Hydronit reserves the right to request compensation for the additional costs related to the management of the NC, the pieces selection, the reordering of the batch and any production downtime.

Failure to report, or processing carried out without Hydronit approval, constitutes a reason for refusing the supply and charging the cost of the damaged materials.

4.6. Management of Hydronit's equipment in loan

Where appropriate, Hydronit offers to the Supplier: molds, testing machines and various equipment which are necessary for the execution of the supplies managed in subcontracting (managed in outsourcing).

Hydronit guarantees the functionality of what it offers to the Supplier who must verify its suitability for use before starting to use the mentioned equipment.

They must be used only and exclusively for production meant to Hydronit which has the right to inspect them if deemed necessary and without prior notification.

The Supplier undertakes to safeguard and keep in perfect efficiency the molds and the equipment supplied by Hydronit.

The Supplier is required to take out adequate insurance coverage on the molds, machines and equipment that he keeps in custody.

Any modifications or remakes, with costs charged to Hydronit, must be agreed in advance and carried out only after written authorization made by the Hydronit Purchase Office. The supply of equipment, molds, models, etc. by Hydronit, does not exempt the Supplier from responsibility for the conformity of the product supplied.

The Supplier must report wear conditions or any imperfection of the equipment that could affect the quality result on the product or on the operator's safety/health. Reporting reason can be also any idea for the improvement of the product or workmanship required.

Hydronit reserves the right to withdraw, on simple request, the molds, machines and equipment delivered to the Supplier, without any explanation. In this case, the Supplier will release the molds, machines and equipment in delivery promptly and, in any case, no later than 7 days from the request.



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4.7. Responses to non-compliance reports and corrective actions

The supplier must analyze the reports of non-compliance and the material returned, in order to identify the causes and the problem-solving actions.

The causes and the problem-solving actions taken to solve what has been reported must be recorded on the received form.

The next three supplies must be identified as objective proof of resolution of the problem. Mark on delivery documents the Hydronit non-compliance report number.

If, following a request for Corrective Action, the Supplier does not apply it, so as not to remove the cause of NON-compliance on the subsequent supply, he must respond for all the damages caused to Hydronit, including the costs of subsequent processing carried out by other suppliers and costs incurred by Hydronit.

4.8. Compensation for non-compliance attributable to the Supplier

Hydronit will share the costs incurred for the management of problems arising from the non-conformity of the product or service and it will reserve the right to request the supplier € 80.00 (eighty Euros) for the management of the non-compliance.

While for selection costs, if not carried out promptly by the Supplier himself, Hydronit reserves the right to charge the whole cost of \in 60.00 (sixty Euros) per hour.

4.9. Liability of the Seller and guarantees

For any damage caused by defects on the product due to the processes provided, the liability of the supplier also includes:

The supplier is responsible for the supply quality: he must apply, whenever possible, a quality control system in order to ensure that the product supplied is suitable and safe to its intended use.

For this purpose, the quality system of the Supplier must be able to detect in time the anomalies of the production process in each of its phases and to promptly provide corrective action, in order to avoid sending defective supplies.

Furthermore, the Supplier is responsible for the hidden defects of the product supplied, present at the time of delivery or manifested in a subsequent period and attributable to him within the warranty period (24 months).

5. SAMPLES REQUESTED FROM THE SUPPLIER - changes to the product

The articles obtained from bar stock or die-casting must be accompanied by the chemical analysis certificate of the raw material used, as a demonstration of the fact that they meet the requirements of the order.

The first supply of each item manufactured upon Hydronit specifications must be delivered together with dimensional inspection certificate and the correspondence to the drawing, including construction materials.

Hydronit will provide the approval report which will be sent to the Supplier by e-mail or submitted in the supplier portal.

The supplier is required to indicate in the delivery documents of the first supply the products modified.

On the materials supplied it is requested to affix an identifier sign specifying the revision index and the potential motivation.

6. SUPPLIER WITH CERTIFIED QUALITY MANAGEMENT SYSTEM

The Supplier is required to send to Hydronit Purchase Office an updated copy of the Quality Management System (QMS) certificate.

7. RAW MATERIAL SAFETY SHEETS

The Supplier must provide the safety data sheets of the raw material delivered.

He shall send it by e-mail to the Purchase Office.

Note: The mentioned data sheets must also be sent to the sampling supplies of materials never supplied before.



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In case of the update of the data sheets, the Supplier must promptly notify it.

8. TECHNICAL DATA SHEETS FOR PRODUCTS AND SERVICES

If the data sheets are not available on the company website, the Supplier shall send a copy of them to Hydronit Purchase Office.

9. CONFIDENTIALITY OF INFORMATION

The Supplier will keep confidential, towards third parties, all commercial and technical information provided by Hydronit (including data that can be learned from objects, documents, or software and any other information or experience), except for what is already public knowledge.

Information will be available to those people who need it for Hydronit supplies, only at the headquarters of the Supplier. Such people shall undertake to maintain said confidentiality. Information is exclusively owned by Hydronit and cannot be duplicated or used commercially without prior written authorization from Hydronit.

Following a request by Hydronit, all information communicated by Hydronit (including copies or registered, if any), as well as the goods and tools given by Hydronit to the supplier, shall be immediately returned or destroyed (with proof). All rights to this information are reserved to Hydronit (including industrial and intellectual property rights). This reservation will also be applied to information provided by third parties.

Goods created through documentation such as drawings, models and similar, set up by Hydronit or based on Hydronit confidential information, as well as goods integrated with our tools, equipment or molds, can never be used by the Supplier outside the supply contract with Hydronit, neither offered nor transferred to third parties.

The services rendered to Hydronit by the Supplier, or parts or elements of the same, must not be provided to third parties in the same way for 2 (two) years from their execution, unless the technology on which they are based does not fall within the general state of the art and knowledge.

With reference to technical and commercial information that the Supplier received from Hydronit for the execution of the service, the confidentiality commitment will continue even after the contract execution and conclusion, until such information do not become public knowledge for reasons not attributable to the Supplier, or in the event that Hydronit renounces in writing its confidentiality commitment.

Any documents, drawings, samples, technical specifications and/or anything else delivered to the Supplier must be returned to Hydronit as soon as the contractual relationship ends.

10. INVOICES, DELIVERY REMITTANCES

The invoices issued by the Supplier must include products and/or services with clear reference to the number of Hydronit purchase order.

Invoices must also include the Hydronit product code, if specified in the order, and the transport DDT number with which the goods have been delivered.

11. PLACE OF JURISDICTION

For any dispute related to the interpretation and/or execution of this contract, the Monza (MB) court will have exclusive jurisdiction.

For acceptance	
Place and date	_
"Supplier"	
Company name	<u>_</u>
Name and Surname of a person authorized to sign	

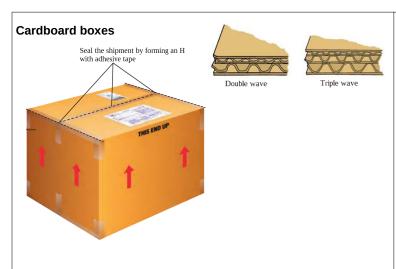


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	Readable signature of a person authorized to sign
	Company stamp
	The following clauses are expressly approved, pursuant to art. 1341 - 1342 c.c .:
cor rep	2.3. Process and product checks at the Supplier, 3.1. Issuing orders - purchase conditions, 3.2. Revision index of drawings, 2.3. Variations on details in the catalogue, 3.4. Quantity, 3.5. Prices and price lists, 3.6. Delivery date, 4.2. Management of non-pulliant supplies, 4.5. Processing account, 4.6. Management of Hydronit equipment in loan, 4.7. Replies to non-compliance and corrective actions, 4.8. Compensation for non-compliance attributable to the Supplier, 4.9. Supplier liability and arantees, 9. Confidentiality of information, 11. Jurisdiction.
	Readable signature of a person authorized to sign
	Company stamp

Annex A - PACKAGING GUIDELINES FOR TRUCK SHIPMENTS

Aim:	Hydronit would like to communicate to its suppliers some guidelines in order to create safe packaging, minimizing the risks to the person charged with loading/unloading of materials, as well as the risks of damage or loss of the goods transported.
Who is this document for:	To all the Supplier's employees and the logistics operators involved in the packaging, loading and unloading of the goods transported and intended for Hydronit - Varedo
Non-compliance:	Warning! If the guidelines given in this document are not observed, dangerous situations can arise at the expense of the operators of the loading and unloading vehicles and the transported material may be damaged or lost, as a consequence of inappropriate packaging.
	Hydronit reserves the right to refuse receipt of the shipment or to arrange for the goods to be repackaged appropriately, in both cases charging the costs relating to the defaulting Supplier.



The maximum weight of the single box must not exceed 25 kg, unless it is placed on a pallet.

Use **double or (even better) triple wave boxes**, anti-humidity, "American" type (minimum burst resistance: 2600kPa, minimum perforation resistance: 19J, minimum resistance to column compression: 16kN / m).

Fill the box with light and resistant filling material completely (bubble wrap, cardboard, polystyrene, ...). The goods must not move and must be protected against the entry of dirt, humidity or dust.

Use **professional adhesive tape for packaging**, with your company logo (non-neutral), with a minimum width of 50mm and seal the boxes with the "H" method

Use **EUR or EPAL** pallets 800x1200mm or 800x600mm in

The maximum weight of the single finished pallet must not

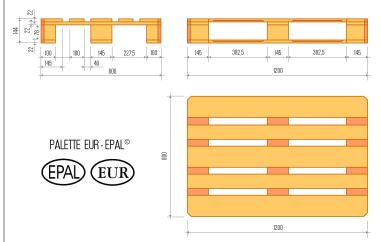
authorized in writing by Hydronit. In the latter case, the weight of the upper pallet must always be less than 70% of the weight

Do not use twine or paper bandages.

wood or high resistance plastic.

exceed 1000kg.

Pallets



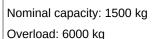
of the box below.

The cardboard boxes must be stacked on the pallet and

In principle, the pallets must not be stackable, unless

wrapped with a minimum number of 7 rounds of **stretch plastic film (minimum size 70).**

Boxes which weight is more than 70 kg must be secured to the underlying pallet with **metal strap or high-strength plastic on all four sides.**



Typical empty weight (wooden pallet): 25 kg Reference standard: UIC - data sheet 435-2

