CAP.01 GENERAL CONDITIONS OF PURCHASE

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CAP.01 GENERAL CONDITIONS OF PURCHASE

1. Introduction

1.1. Purpose and Scope

These General Purchase Conditions govern the relationship between Hydronit Srl and the Supplier, regulating the procurement of materials, services and processing operations in accordance with the technical and quality requirements defined herein.

Definitions: the parties define, for example, “Supplier”, “Purchase Order”, “Non-Conformity”, “Audit”, etc.

Regulatory References: this document explicitly references the ISO 9001:2015 standard, ensuring alignment with international standards.

Hydronit requires the Supplier to guarantee the technical, functional and performance characteristics of materials, products and processing operations. These characteristics, taken together, are defined as supply requirements.

This specification defines the general purchase conditions with regard to:

- procurement of materials, services and processes;
- Hydronit Purchase Orders;
- controls on materials, processes and treatments carried out by the Supplier;
- certificates required from the Supplier;
- identification and protection of materials during handling;
- evaluation of supplies by Hydronit;
- management of Non-Conformities and the related preventive and improvement actions.

This specification refers to point 8.4 of the ISO 9001:2015 standard, which governs all Hydronit activities.

Hydronit works exclusively with “Qualified Suppliers”; retention of qualified status is contingent on the overall quality of supplies.

Where necessary for each purchase order or subcontract order, Hydronit will make available the technical documentation required to fulfill the order.

1.2. Communication Channels and Contacts

All contacts and communication procedures are handled through official digital channels (institutional e-mail and the supplier portal available at https://hydronit.cloud).

Digital Procedure: order confirmations, delay notifications and non-conformity notices must be recorded and tracked electronically, ensuring a searchable historical archive.

Service	Reference	E-mail	Phone
Procurement	Sig. Loris Mazzocco	purchases@hydronit.com	03621841210
Quality	Sig. Loris Mazzocco	quality@hydronit.com	03621841210
Procurement Buyer	Sig. Nicholas Tucci/Sig.ra Francesca Mazzara	purchasesbo@hydronit.com	03621841210

2. Supplier Requirements

2.1. Qualification and Evaluation

The Supplier must be entered in the "List of Qualified Suppliers" through an initial evaluation (questionnaire and/or process audit) and subsequent periodic operational checks, based on performance indicators (KPIs) such as:

- compliance with technical documentation;
- adherence to delivery terms;
- non-conformity.

Hydronit will carry out audits at "Qualified Suppliers'" premises in order to verify the following aspects:

- the organization of the Quality System adopted by the Supplier;
- the state of the technologies in use;
- the characteristics of the facilities;
- the propensity for quality improvement;
- the suitability of production means and methods;
- controls carried out on the product and the related production process;
- handling, storage and shipping methods for the products;
- verification of the correct application of the Technical Specifications.

The frequency and planning of Supplier audits are established based on the quantity, quality and importance of the supplies performed or planned.

Supplier evaluation, within the Quality Management System procedure, is also carried out based on ongoing compliance with the following requirements:

- conformity of the material supplied to the required technical specifications;
- documentation produced (when required);
- material identification;
- protection of materials;
- adherence to delivery terms.

2.2. Audits and Continuous Monitoring

Hydronit will carry out planned and extraordinary audits at the Supplier's premises to verify:

- the effectiveness of the Quality Management System;
- the adequacy of the production technologies and processes;
- compliance with the Technical Specifications

Audit results will be shared digitally, accompanied by a standardized checklist.

The Supplier declares its availability to accept audits at its own facility conducted by Hydronit personnel and/or Hydronit's Customer. The purpose of the audits is to assess, solely in relation to the products supplied to Hydronit, the Supplier's technical/organizational capability to meet the required specifications and/or to help it improve the quality of its products/services.

The Supplier undertakes to make available the documentation defining the production process (with the exception of documentation concerning industrial secrets) and the records of control results. The Supplier further undertakes to make available the personnel indispensable for the purposes of the visit, for the time required and without any financial compensation.

The Supplier will inform Hydronit of any actual or potential Health, Safety and Environmental risk that may

concern, involve or form part of the activities and/or the safety measures required for such activities, before or during their execution.

Whenever Hydronit (or its Customer) initiates an activity at the Supplier's premises, the Supplier is required to put in place all safety measures adequate to create a safe working environment, in compliance with applicable legislation, to ensure that risks which cannot be eliminated are controlled to an acceptable level.

Hydronit personnel (or its Customer's personnel) may refuse to carry out an activity if, in their own judgment, the necessary safety conditions are not present.

3. Terms of Supply

3.1. Issuance and Order Confirmation

Purchase orders will be issued exclusively by the Hydronit Procurement Office and transmitted electronically. The Supplier must:

- confirm the order in writing (including via e-mail or digital confirmation) within 2 working days;
- strictly follow the instructions provided, in order to avoid ambiguous interpretations.

Purchase orders for complete supplies are issued exclusively by the Hydronit Procurement Office. The order is forwarded in writing by e-mail and will be made available on the Hydronit supplier portal.

Hydronit purchase orders contain the following informations:

- explicit reference to these supply conditions and/or any further commercial and/or warranty agreements signed with the Supplier;
- supplier code;
- Hydronit code;
- product description;
- Hydronit purchase order reference;
- construction drawing, where applicable, indicating the latest available revision;
- ordered quantity;
- purchase price;
- requested delivery date;
- required packaging type (on pallet, in boxes);
- delivery to our plant (Ex Works our facility), unless otherwise indicated;
- payment terms.

If a drawing is not attached to the purchase order in the case of made-to-drawing products, it is the Supplier's obligation to request it from the Hydronit Procurement Office.

The Supplier must strictly comply with what is stated in the order confirmation and adhere to all its terms.

3.2. Change Management and Drawing Updates

Any change to catalogue parts must be communicated in advance and digitally certified.

Technical drawings, complete with revision index, will be managed electronically and archived in a centralized system to prevent the use of obsolete versions.

For Hydronit made-to-drawing products, the Supplier will receive the product's technical drawings from the Procurement Office in PDF format, attached to every order, even where the drawing has not changed since the previous order. If a drawing is missing from the order, the Supplier is required to request it from the Procurement Office.

Every Hydronit construction drawing must always bear the revision index. The Supplier must verify that the latest drawing revision attached to the purchase order matches the one held in its own archives, and must

destroy any drawings bearing a superseded revision index, so as to eliminate obsolete drawings and avoid confusion.

If changes have been made to commercial parts (purchased from the Supplier's catalogue), these must be reported in advance by e-mail to the Hydronit Procurement Office, so as to allow Hydronit to verify exact interchangeability and functionality and, if the outcome is negative, to have time to activate an alternative source of supply. For this (modified) material, Hydronit reserves the right to cancel orders in progress.

3.3. Quantities, Prices, and Packaging

Quantities delivered in excess of those ordered will be accepted only upon prior written documentation. (The standard tolerance granted for production requirements is +/- 3%.)

Prices and price lists will be established in advance, with no changes to already-confirmed orders, unless otherwise communicated in writing with at least 60 days' notice.

Packaging must comply with the technical specifications (see Annex A) and will be checked upon receipt using digital tracking procedures.

Packaging and its related cost will be considered included in the supply quotations, unless otherwise agreed in writing with the Hydronit Procurement Office.

3.4. Delivery Dates and Penalties

Delivery terms must be strictly observed.

In the event of a delay, the Supplier is required to promptly notify Hydronit, indicating the new date in writing by e-mail or via the supplier portal.

Should the Supplier delay delivery of an order by more than 5 (five) working days, Hydronit may require the Supplier to pay a penalty equivalent to the lost profit — i.e., equal to the amount that Hydronit would have invoiced to its own customer as a result of fulfilling the order for which the Supplier was to work — without prejudice to compensation for any further damage attributable to such delay (production line stoppage, lost sales, additional transport costs).

In the event of delivery delays exceeding 3 (three) working days, Hydronit has the right to terminate the order in accordance with the law (Article 1456 of the Italian Civil Code).

Where delays result in consequent delays to Hydronit's customers, the Supplier will receive a non-conformity report, which it will be required to respond to within 24 hours for urgent handling of the issue.

Prices and price lists will be established in advance, with no changes to already-confirmed orders, unless otherwise communicated in writing with at least 60 days' notice.
Packaging must comply with the technical specifications (see Annex A) and will be checked upon receipt using digital tracking procedures.

Packaging and its related cost will be considered included in the supply quotations, unless otherwise agreed in writing with the Hydronit Procurement Office.

Supplies arriving at the Hydronit goods-receiving department during the last 3 working days of the month, unless otherwise agreed in writing, will be paid for starting from the following month.

3.5. Transport and Packaging Documentation

Delivery notes (DDT) must indicate the reference to the Hydronit order, the supplier code, the Hydronit code, the quantity, and the declaration of conformity (2.1 EN 10204), excluding any other documentation previously agreed. In the case of product sampling, the delivery note must bear the wording "SAMPLE –

for the attention of … (name of the reference person who ordered the sample)".

Transport documents must record any containers and other protective or packaging materials provided on loan.

An inventory check is carried out every six months, and any material lost and/or damaged by the Supplier will be charged at cost.

The Supplier must comply with the instructions given in the purchase orders.

Packaging methods must comply with the specifications set out in Annex A and must, in any case, be chosen so as to prevent damage to the product (breakage, dents, oxidation and contamination by dust or dirt due to exposure to weather conditions) during handling, transport and delivery.

The Supplier is required to adopt all measures necessary to avoid defects resulting from the handling of materials, including those due to any roughness of the route during transport.

Hydronit's transport and goods-receiving personnel are authorized to refuse materials that are not adequately protected.

All materials damaged during handling will be charged, at cost, to the Supplier that carried out the last handling operation.

Unless expressly indicated otherwise in the orders, the material must be delivered to the Hydronit production facility located at Via Pastrengo 62, 20814 Varedo (MB), Italy.

4. Supply Quality and Non-Conformity Management

4.1. Quality Control and Non-Conformities

Hydronit's Quality Control department carries out sample checks (where applicable) on materials prior to placing them in the warehouse; this does not relieve the Supplier of responsibility for supplying products compliant with Hydronit's specifications/order, nor for any damage present on materials and/or packaging delivered to Hydronit.

A part, product, process or service is defined as NON-CONFORMING when it does not meet the requirements of Hydronit orders, the applicable technical specifications, or the applicable regulations — whether production-related or mandatory.

Should the material or processing supplied prove to be "non-conforming", Hydronit's Quality Control Department will immediately notify the Supplier by means of a "NON-CONFORMITY REPORT" sent by e-mail.

The time limit provided for reporting non-conformities, defects and/or flaws is, by mutual agreement between the parties, conventionally waived with respect to the statutory terms (8 days from receipt of goods); accordingly, such time limit runs not from delivery, but from the moment Hydronit carries out inspection of the supplies and processing.

Such inspections will, in any case, not be carried out later than 6 months from the date of receipt.

Supplies found to be non-conforming may be handled as follows:

a) rejected and returned to the Supplier, with transport costs borne by the Supplier or by the carrier indicated by the Supplier. In this case, the Hydronit Procurement Office will agree with the Supplier on the issuance of a credit note;

b) accepted under a written waiver, a copy of which is sent to the Supplier;

c) reworked/sorted by Hydronit with costs charged back (subject to prior written agreement with the Supplier).

Where defects are found in Hydronit's production departments, the Supplier will be notified of the costs of any scrapped materials, production stoppages, and customer charges justified by missed or delayed delivery. Where possible, the Supplier will agree with Hydronit on how to carry out any recovery, restoration or sorting of NON-CONFORMING materials.

Should a non-conformity be found at Hydronit's Customer or end user, and the cause be attributed to a supply error, the Supplier will be required to reimburse Hydronit for any costs Hydronit consequently incurs.

Temporary changes to processing, to the production process, or to any other element that may affect the characteristics and requirements of the product and/or component, must be notified to the Hydronit Quality Office by means of a dedicated document containing the following information:

- part code and description;
- purchase order or work order number;
- quantity affected by the request;
- description of the problem encountered;
- description of the concession request.

A Supplier with a certified quality system (e.g. ISO 9001:2015) verifies the conformity of products and services to the requirements of Hydronit orders and, unless specific agreements provide otherwise, is not required to systematically send inspection reports to Hydronit together with delivery. The Supplier is nonetheless required to provide such inspection reports upon Hydronit's specific request.

A Supplier with a non-structured / non-certified quality system is required to attach to every supply the product conformity declaration and/or, where expressly requested in the order, the dimensional/quality checks carried out, the certificate of the materials used and of the heat treatments performed.

Certificates are drawn up with reference to standard EN 10204 "Supplier's declaration of conformity".

4.2. Subcontracting and Rejection Procedures

Product sent by Hydronit for subcontract processing must, before use, be checked in terms of quantity, correspondence to the description, and absence of visible damage to the packaging and/or the product itself. Conformity to specifications must therefore not be assumed merely because the material comes from Hydronit.

Should the Supplier, during the processing operation, identify anomalies related to non-conforming materials received from Hydronit, the Supplier is required to follow this procedure:

- stop processing;
- promptly notify the Hydronit Procurement Office;
- await a response: either a waiver authorizing production to proceed, or return of the materials to Hydronit, in which case the delivery note (DDT) must state "Non-Conforming Goods".

Such materials and/or any semi-finished products manufactured using materials covered by a waiver must be identified on the respective delivery notes and on the goods themselves, specifying the nature of the issue.

The maximum quantity of parts rejected during processing by the Supplier, due to its own manufacturing or process anomalies, that is acceptable to Hydronit is set at 0.2% of the batch being processed (2000 PPM). Up to this percentage, Hydronit will simply request coverage of the cost of the rejected components, unless the actual defectiveness of such components is proven to be due to causes not attributable to the Supplier. Above this threshold, Hydronit reserves the right to request compensation for the additional costs related to managing the non-conformity, sorting the parts, reordering the batch, and any resulting production stoppage.

Failure to report the issue, or processing carried out without Hydronit's approval, constitutes grounds for rejecting the supply and for charging the cost of the damaged materials.

Where appropriate, Hydronit makes available to the Supplier: molds, test equipment, and various tooling necessary for carrying out supplies managed under subcontract processing (outsourced arrangements).

Hydronit guarantees the functionality of the equipment it makes available to the Supplier, who must verify its fitness for use before beginning to use such equipment.

Such equipment must be used solely and exclusively for production on behalf of Hydronit, which has the right to inspect it whenever it deems necessary and without prior notice.

The Supplier undertakes to keep and maintain in perfect working condition the molds and equipment supplied by Hydronit.

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

Any modifications or rebuilding carried out at Hydronit's expense must be agreed in advance and carried out only after written authorization issued by the Hydronit Procurement Office. The supply of equipment, molds, models, etc. by Hydronit does not relieve the Supplier of responsibility for the conformity of the product supplied.

It is the Supplier's duty to report signs of wear or any imperfection in the equipment that could compromise the quality of the product or the safety/health of the operator. Any idea for improving the product or the processing required should also be reported.

Hydronit reserves the right to withdraw, upon simple request, the molds, machines and equipment delivered to the Supplier, without any explanation being owed. In such a case, the Supplier will return the molds, machines and equipment in its possession promptly and, in any case, no later than 7 days from the request.

The Supplier must analyze non-conformity reports and returned material in order to identify root causes and corrective actions.

The causes and the corrective actions taken to resolve the reported issue must be recorded on the form received.

The next three supplies must be identified as objective evidence of the resolution of the issue. The Hydronit non-conformity report number must be indicated on the delivery note.

Should the Supplier fail to implement a requested Corrective Action, such that the cause of the NON-conformity is not removed from subsequent supplies, the Supplier will be liable for all damages caused to Hydronit, including the costs of subsequent processing carried out by other suppliers and the costs incurred by Hydronit.

4.3. Penalties and Indemnification

As a contribution toward the costs incurred in managing issues arising from product or service non-conformity, Hydronit reserves the right to charge the Supplier €80.00 (eighty Euros) for the handling of each non-conformity.

For sorting costs, where these are not carried out promptly by the Supplier itself, Hydronit reserves the right to charge €60.00 (sixty Euros) per hour, based on actual time spent.

With regard to the Supplier's liability for any damage caused by defects present on the product as a result of the processing supplied, the following additional provisions apply:

The Supplier is responsible for the quality of its supplies: it must apply, whenever possible, a quality control system in order to guarantee that the product it supplies is fit and safe for its intended use.

To this end, the Supplier's own quality system must be capable of promptly detecting anomalies in the production process at every stage, and of taking timely corrective action, in order to avoid shipping defective supplies.

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

5. Technical Documentation, Certifications, and Safety

5.1. Technical and Safety Data Sheets

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

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

Hydronit will prepare an approval report, which will be forwarded to the Supplier by e-mail or made available on the supplier portal.

The Supplier is required to indicate on the delivery note (DDT) of the first supply the products that were subject to modifications.

Materials supplied must bear an identification tag specifying the revision index and, where applicable, the reason for the revision.

The Supplier must make available the safety data sheets for the raw material delivered, sending them by e-mail to the Procurement Office.

Note: these data sheets must also be sent for sample supplies of materials never previously supplied.

In the event of an update to the data sheets, the Supplier must promptly notify Hydronit.

If not available on its company website, the Supplier shall send a copy of the technical data sheets to the Hydronit Procurement Office.

5.2. Certified Quality Management System

The Supplier is required to hold ISO 9001 and ISO 14001 certification.

The Supplier is required to send the Hydronit Procurement Office an up-to-date copy of its QMS certificate.

5.3. Products Marking and Labelling

All products supplied to Hydronit must be identified with the Hydronit code and batch number by means of marking.

Where it is not possible to mark this data directly on the product, an adhesive label bearing the same information may be affixed to the product.

All packaging containing Hydronit products must be identified with the Hydronit product code and batch number on the inside, while the pallet containing all the boxes must always be identified with the Hydronit code, the Hydronit batch, and the Hydronit purchase order reference.

6. Confidentiality, Intellectual Property and Confidential Information

The Supplier will keep confidential, vis-à-vis third parties, all commercial and technical information made available by Hydronit (including data that may be learned from objects, documents, or software, and any other information or experience), except for information already in the public domain.

Information will be made available only at the Supplier’s premises, to those persons who require it for the purpose of the supplies to be made to Hydronit. Such persons must undertake to maintain its confidentiality. The information is the exclusive property of Hydronit and may not be duplicated or used

commercially without Hydronit's prior written authorization.

At Hydronit's request, all information communicated by Hydronit (including copies or recordings, if any), as well as the goods and tools provided by Hydronit for the Supplier's use, must be immediately returned or verifiably destroyed. All rights to such information are reserved to Hydronit (including industrial and intellectual property rights). This reservation shall also apply to information provided by third parties.

Goods produced on the basis of documentation such as drawings, models and the like, prepared by Hydronit or based on Hydronit's confidential information, as well as goods produced using our tools, equipment or molds, may never be used by the Supplier outside the supply contract with Hydronit, nor offered or transferred to third parties.

Services rendered to Hydronit by the Supplier, or parts or elements thereof, may not be provided to third parties in the same manner for 2 (two) years from their performance, unless the underlying technology falls within the general state of the art and common knowledge.

With regard to the technical and commercial information the Supplier has received from Hydronit for the performance of the service, the confidentiality obligation will continue even after performance and conclusion of the contract, for as long as and to the extent that such information does not become public knowledge for reasons not attributable to the Supplier, or unless Hydronit waives the confidentiality obligation in writing.

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

7. Invoicing and Payment Terms

Invoices issued by the Supplier must cover products and/or services with a clear reference to the Hydronit purchase order number.

Invoices must also state the Hydronit product code, where specified in the order, and the number of the delivery note (DDT) with which the goods were delivered.

8. Dispute Resolution and Governing Law

For any dispute arising from the interpretation, performance or termination of this contract, the Court of Monza shall have exclusive jurisdiction, with express waiver of any other competing or alternative venue.

9. Early Termination and Notice Period

The contracting parties may not withdraw early from orders or supply agreements without a minimum notice period of **30** (thirty) days.

Any request for early cancellation of an already-accepted order must be formally communicated in writing and approved by Hydronit.

The Supplier must ensure continuity of supply until the notice period expires, avoiding negative impacts on Hydronit's production.

In the event of failure to observe the notice period, Hydronit reserves the right to apply penalties proportionate to the damages arising from the unagreed interruption of supply.

10. Final Provisions

This document includes a periodic review clause, allowing the conditions to be updated and supplemented based on regulatory and operational developments, with immediate effect following validation by the parties.

Any clause deemed invalid shall not affect the validity of the remainder of the contract.

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For acceptance
Place and date _____
"Supplier"
Company name _____
Name and Surname of a person authorized to sign _____

Readable signature of a person authorized to sign _____

Company stamp _____

The following clauses are expressly approved, pursuant to Articles 1341 and 1342 of the Italian Civil Code: 2.2 (Audits), 3.4 (Delivery Dates and Penalties), 4.1 (Non-Conformities), 4.2 (Tolling), 4.3 (Penalties and Indemnification), 6 (Confidentiality), 8 (Dispute Resolution - Court of Monza), and 9 (Early Termination).

Readable signature of a person authorized to sign _____

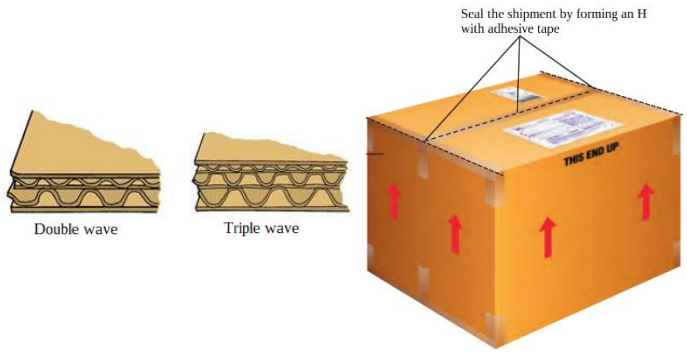
Company stamp _____

CAP.01 GENERAL CONDITIONS OF PURCHASE

Annex A - PACKAGING GUIDELINES FOR TRUCK SHIPMENTS

Objective:	Hydronit intends to provide its suppliers with guidelines for creating safe packaging, in order to minimize the risk of personal injury related to loading/unloading operations, as well as the risk of damage to or loss of the goods transported.
Target audience:	All Supplier employees and logistics operators involved in the packaging, loading and unloading of goods transported to and destined for Hydronit - Varedo.
Non-Compliance:	Warning! Failure to observe the guidelines set out in this document may create hazardous situations for loading/unloading equipment operators, and the transported material may be damaged or lost as a result of inadequate packaging. Hydronit reserves the right to refuse receipt of the shipment or to have the goods repackaged appropriately; in both cases, the related costs will be charged to the non-compliant Supplier.

Cardboard boxes



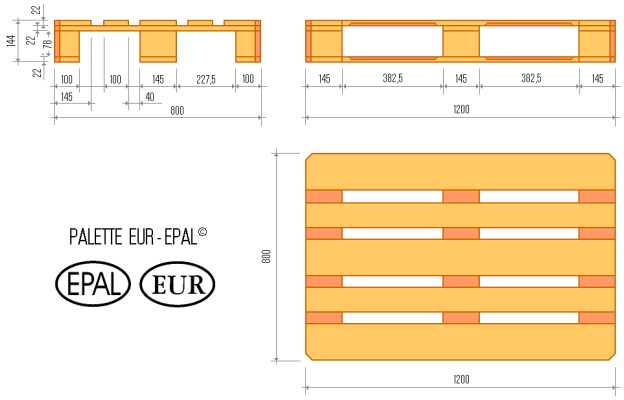
The maximum weight of a single box must not exceed 25 kgs, unless it is placed on a pallet.

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. Do not use twine or paper bandages.

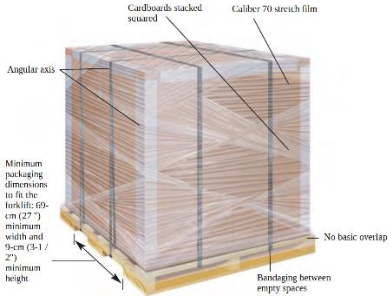
Pallets



Nominal capacity: 1500 kgs
Overload: 6000 kgs
Typical empty weight (wooden pallet): 25 kgs
Reference standard: UIC - data sheet 435-2

Use **EUR or EPAL** pallets 800x1200mm or 800x600mm in wood or high resistance plastic.
The maximum weight of the single finished pallet must not exceed **1000 kgs.**

In principle, **the pallets must not be stackable**, unless authorized in writing by Hydronit. In the latter case, the weight of the upper pallet must always be less than 70% of the weight of the box below.

The cardboard boxes must be stacked on the pallet and 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.**