

<b>Rheinmetall Italia S.p.A.</b> Point of Contact: A. CAPUANO Phone: 0643612385 Fax: 064131408 E-mail: A.Capuano@rheinmetall.it	<b>Purchase Order 6500000160</b> Doc. date 22.12.2023	<b>Supplier:</b> 20016 - RHEINMETALL AIR DEFENCE AG BIRCHSTRASSE, 155, 8050 - ZUERICH (ZH) CH (Switzerland) E-mail: Direct-Phone: 0041 1 316 2166 - 0041 1 316 4447
<b>Info delivery:</b> Consignee: Rheinmetall Italia S.p.a Via Affile. 102 - 00131 - Roma(RM)  Incoterms: DAP RHI ROME	<b>Ref. to Quotation:</b> No. 32022618	<b>Bill to Address:</b> Rheinmetall Italia S.p.a. Via Affile, 102 - 00131 - Roma (RM) VAT: IT00885231001 Fiscal Code: 00409140589 Mail address: invoices.RHI@rheinmetall.it For payment questions contact: - E-mail: A.Capuano@rheinmetall.it
<b>Additional Information:</b> Classified Items Exist: Imp/Exp Contraints Exist: [YES] <b>TEST DOCUMENTATION:</b> incoming.inspection@rheinmetall.it <b>QUALITY INFORMATION:</b> quality.supplier.rhi@rheinmetall.it  This mail can be used by the vendor to send NCR, Concessions\Derogations, FAIR, requests about quality requisitions, and the ready for testing.	<b>Purchase Order Total Value : 52.740,00</b> <b>Currency : CHF</b>  <b>Payment terms:</b> 60 DAYS END OF THE MONTH DATE OF INVOICE	<b>Purchase Order Approved by:</b>  General Counsel: _____  Chief Financial Officer: _____  Chief Executive Officer: _____
<b>ACCEPTANCE OF PURCHASE ORDER</b> The Supplier confirms his agreement and acceptance of this Purchase Order, and of all the documents referred to this Purchase Order.  <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="text-align: center;">Company Stamp _____</p> </div> <div style="width: 35%;"> <p>Date _____</p> <p>Place _____</p> <p>Signature _____</p> <p>Name and Position _____</p> </div> </div> <p>Note:          This page, duly signed dated and stamped by the Supplier, shall be returned to the Point of Contact of Rheinmetall Italia SpA, by email or in original, in order to confirm acceptance of this Purchase Order.</p>		

Purchase Order 6500000160

Doc. date 22.12.2023



Purchase Order Items:

Pos.	Code	Item	S/N	Rev.Lv.	Subcontr.	RFQ	Quantity	U.M.	Price	Extended Price	Delivery date
10	DW102769A-G01	SERVOMOTOR	X				6	PCE	8.790,00	52.740,00	08.01.2024

Materiale soggetto ad Articolo 28

Total Order Value CHF 52.740,00

\* \* \* \* \*

Purchase Order Notes:

Quality  
Applicable Quality Requirements according to document RA 405 978 - Quality requirement for suppliers

**Special conditions**  
*If applicable, the supplier have to indicate on all Delivery Notices and invoices the export control classification number and the number of the applicable export license and provide the Purchaser with a copy of the export license certificate.*  
  
*2 weeks before arranging the shipment please contact our import export department Mrs. Marianna Piastrella (m.piastrella@rheinmetall.it) and Mr. Valerio Cafasso (v.cafasso@rheinmetall.it) in order to have the authorization to ship, attaching invoice and packing list.*  
*Please submit as soon as it is available copy of your export license that is mandatory to be compliant with Italian export regulation (law 185/90).*  
*If you are not submit all the supporting documentation before delivery all payment will be blocked.*

NOTE: Item identified with s/n are serialized. Please report the Serial number on Transport Document and the packaging label of the individual units

incoming.inspection@rheinmetall.it

quality.supplier.rhi@rheinmetall.it

This mail can be used by the vendor to send NCR,  
Concessions\Derogations, FAIR, requests about quality requisitions,  
and the ready for testing.

**General conditions**

*Rheinmetall Italia S.p.A's purchase orders are regulated by the "General Terms and Conditions of Supply" listed below dated April 2021, which are an integral part of the Purchase Order and shall be considered fully accepted by the Supplier. Any derogation to the general and particular conditions stated in the order shall be valid only if accepted in writing by Rheinmetall Italia. All conditions included in the offer, in the Order Confirmation or in any document prior or subsequent to the issuance of the order, shall not be valid unless specifically accepted in writing by Rheinmetall Italia*

**-General-**

1. *This order and its annexes (drawings, specifications etc.) shall be binding on both parties, the Order shall be deemed accepted if the Supplier returns the duly signed and stamped Order Confirmation within 15 (days) calendar days from the date of Order receipt. The Order shall, however, be considered accepted after this period*
2. *Modifications and supplements to the general and particular conditions indicated in the order must be sent to the address [qualita.fornitori@rheinmetall.it](mailto:qualita.fornitori@rheinmetall.it) and will be valid only if accepted in writing by Rhl.*
3. *International trading terms shall be interpreted in accordance with INCOTERMS 2000.*
4. *The Supplier shall clarify any official export or import restrictions in advance and notify Rhi of the same immediately, if such restrictions shall be imposed on Rhi, Rhi must confirm this Order in writing in order to be bound by it.*

**-Quality requirements-**

5. *The Supplier shall endeavor everything to meet the quality required by Rhl, Should a quality assurance agreement (QAA) be integral part of this Order, the same shall apply in addition.*
6. *If agreed in writing the Supplier shall submit detailed drawings to Rhi for approval before beginning manufacture. Rhi's approval does not affect the warranties and liabilities of the Supplier.*
7. *Quality records are to be held in safe keeping for at least ten (10) years after delivery has been made to Rhi and to be submitted or made available to Rhi on request during the said period.*
8. *Rhi shall have the right to check the production of the ordered goods, the progress of work, as well as the efficacy of quality assurance measures at the Supplier's and his subcontractors' premises at any time. The same shall also apply - in the presence of Rhi - for Rhi's customers.*
9. *The Supplier shall have to use calibrated test equipment, including gauges, testing devices and test software.*
10. *Before delivery, the products shall be checked for their compliance in quality and quantity against the requirements of the present Order. Such test execution must be confirmed on delivery documents (Certificate of Conformance, when required). Rhi may refuse the acceptance of deliveries in case of missing required documentation.*

**-Dispatch, delivery, acceptance-**

11. *Deliveries shall be effected in accordance with the verbal or written instructions of Rhi. Rhi shall not be obliged to accept part of the additional deliveries not agreed in writing. In the event of dispatch being hampered, at all events the Supplier shall store the goods properly at its own costs and risks.*
12. *The Supplier undertakes to deliver the Supply by the dates, at the places and under the terms of delivery indicated on the Order. Should the Supplier not deliver within the stipulated terms Rhl may exercise the following rights: I) termination of the Order ii) a penalty equal to 2 (two) % of the amount indicated on the Order, of the Supply which is not delivered within the agreed time limit, for each week of delay (or fraction thereof) with respect to the agreed delivery date until the time of delivery itself or until the Rhl does not exercise its right of termination. The maximum penalty amount may not exceed 12 (twelve) % of the total value indicated on the Order for late Supply*
13. *Delivery shall be supposed to be performed on the date of receipt of the goods together with the required documents. The Supplier shall have to indemnify Rhi for all additional costs caused by delayed delivery. Acceptance of delayed delivery shall not imply any waiver to claim damages.*
14. *Rhi will check the goods supplied not before such goods are used in accordance with their intended purpose. Upon discovery of any fault, Rhi notify such fault to the Supplier in writing. Within the warranty period (clauses 18 - 20), the Supplier will waive any objection of the delayed notification of defects and of unreserved approval.*

**-Payment-**

15. *The prices stipulated in this Order are fixed prices unless nothing else is expressly agreed in writing.*
16. *Invoices without Rhi's reference to this Order will be sent back to the consignor. Invoices conforming with this Order will be paid under the conditions defined in this Order.*
17. *Any claim against Rhi may be neither pledged nor assigned.*

**-Warranty-**

18. *The Supplier shall guarantee that the goods supplied comply with the Order and are free of faults, comply with both the quality requirements (clauses 5-10) and the Supplier's further warranties and are suitable for the intended purpose.*

19. In addition to the rights according to the statutory provisions of the Italian Civil Code to terminate the contract or to claim damages agreements, Rhi may elect to claim to remedy the goods free of charge at the location of the goods or to supply faultless substitute goods free of charge. In urgent cases, Rhi shall be entitled to remedy faults by itself or by third parties at the Supplier's costs.
20. If a fault in the goods supplied is discovered after installation in or assembly of one of Rhi's products, Rhi is entitled to notify faults to the Supplier up to a period of use of a maximum of 12 months after installation or assembly, but up to 24 months at the longest after supply of the goods. If notification of faults is made within the said warranty periods, Rhi is free to exercise the rights stipulated in clause 18. In addition, the Supplier shall indemnify Rhi for all costs incurred in this connection (such as repair, replacement, additional hours, etc.). In case the same defect discovered is to be found in all products of the same kind supplied, regardless of the terms of the warranty, Rhi is entitled to carry out a replacement action at its customer's premises for the part found to be defective at the Supplier's expense.
21. Regardless of the warranty period agreed, Rhi shall have an un-conditional right of recourse, irrespective of fault, for all third party claims against Rhi under product liability, if and so far as the claims being asserted are attributable to a fault decisive for product liability in goods supplied by the Supplier, in the same manner, the Supplier shall indemnify Rhi for all damage which incurs in connection with such product liability of the Supplier. The Supplier shall hereby waive the objection of the lapse of the limitation period.
- Intellectual Property Rights-
22. The supplier shall be liable that the goods supplied and their intended use by Rhi or by the latter's customers shall not infringe any, patents of any third party or any intellectual property rights at home and abroad. The Supplier shall be liable for all damage which Rhi and the latter's customers shall incur as a consequence of such infringement; this obligation shall include the assumption of court and extrajudicial costs.
- Production Aids and Documents-
23. Any production aids (tools, dies, gauges, jigs and fixtures, models, samples, drawings, etc.) made available to the Supplier by Rhi or paid for by Rhi in whole or part, shall be Rhi's property and are to be marked as such. The copyright to all documents (such as plans, sketches, calculations, etc.) shall remain with Rhi. They may only be used for the performance of Orders from Rhi and, without the latter's prior written consent, may be neither copied nor destroyed nor passed on to any third party. The production aids shall be handed over to Rhi at its first request. Payment of the balance of unpaid shares less the redemption quota will be agreed from case to case.
24. Until their return to Rhi, the Supplier shall bear the risk of any loss of the production aids, or deterioration and damage, but not for normal wear and tear.
25. In case of violation of any obligation under clauses 23 and 24, Rhi may request the surrender of the benefit gained or indemnification for the damage incurred, in addition it may withdraw from current contracts.
- Business Secrets-
26. This Order from Rhi and all commercial and technical conditions, items of informations and particulars connected therewith are to be treated as a manufacturing and business secret by the Supplier. This obligations shall also be imposed on any subcontractors.
27. The Supplier shall not be entitled to assign its rights and obligations under the individual orders to a third party without the prior written consent of Rhi. The CUSTOMER may assign this Agreement to an affiliate provided prior written notice of the assignment is provided to the SUPPLIER.
- Applicable Law, Jurisdiction-
28. This Order all questions connected therewith shall be governed by Italian law.
29. The competent court in Rome shall have jurisdiction. Rhi shall, however, be entitled to file a suit also the competent court at the Supplier's domicile.
30. Supplier shall abide by the rules stated in the Rhi's Model of Organization, Administration and Control and in the Code of Ethics and commit to behave in a way that will not impede or hinder Rhi to respect all the rules included therein. By signing the Order Confirmation, the Supplier also declares to comply with the principles contained in the documents Business Partner Code of Conduct and Supplier Code of Conduct of the Rheinmetall Group, which the Supplier declares to know and accept.
- This documents have been handed over to the Supplier and any updates can be consulted on the website - [www.rheinmetall.it](http://www.rheinmetall.it).
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