AMETEK

GENERAL PURCHASING CONDITIONS

1) These general conditions of purchase are an integral part of our order and their acceptance is an essential condition to finalize the contract. Any special and particular conditions notwithstanding these rules will be reported at the end of this order and signed by us. Regardless of the subscription by the supplier of the duplicate of the order to be returned, the contract is also concluded and the terms accepted when the execution began. In its notes, delivery notes, in its correspondence contrary to or in addition to the general and special conditions of this order.

2) All our references, our order number and the delivery note number must always be indicated on the invoices and delivery notes and in the related correspondence. Invoices must be sent to our office in original copy. The invoices will be paid according to the established terms and only if the material complies with the contractual agreements. In the event that the goods prove defective, all or in part, the payment terms will start from the day of the reintegration and from the credit note (point 9).

3) The delivery notes must always be sent with the material, they must clearly show the name and address of the supplier, the number of our order, our references, quantities for each package, the drawing numbers and the precise specification of the material delivered.

4) Upon delivery of the goods, the supplies can certainly be refused by us if the rules set out in point 3 are not respected. The goods are always delivered to our warehouses, even if the transport price is paid by us. The quantity and weight recognized are those related to the arrival in our warehouses. The risks of the goods are at our charge once they are received by us in our warehouses.

5) Delivery terms are mandatory and binding; in case of non-compliance with delivery terms, even for a single part of the order, we reserve the right to:

   a) keep the order blocked by applying a penalty of 2% of the value of the material not delivered for each week of delay, without prejudice to our right to claim any further damages.

   b) cancel the order by means of a Registered Letter, considering us exempt from the offer referred to in the first paragraph of art. 1517 of the Italian Civil Code. To purchase the materials at risk and danger of the supplier elsewhere and at any time, also outside the cases provided by article 1516 of the Italian Civil Code. In any case, the right to full compensation for damages remains.

6) We assume no responsibility for the materials supplied in excess of the quantities referred to in this order, even if they have been introduced into our warehouses.

7) The delivery of goods does not mean acceptance, because the check of the conditions, quantity and quality of the goods is made exclusively into our "Department and Control" and into our specialized laboratories, delegated for this purpose. We consider ourselves free from the consequences foreseen by the last paragraph of article 1513 of the Italian Civil Code if we had not requested the Judicial Authority that the quality and conditions of the goods are verified in the ways referred to in article 696 of the Italian Code of Civil Procedure.

8) The notification of the defects or faults of the delivered goods can be done by us without considering the observance of the terms in of which articles 1495 and 1667 of the Italian Civil Code. The complaint of defects, also in case of only apparent defects (as the supply has to be made with the supplier's declaration that the goods are free from defects of any kind) may be made by us at any time after receiving the goods, even if this was already been put into work or had already been assembled on equipment of our production and even if the related invoices had already been paid.

9) The order is considered completed with the delivery to our warehouses of the quantities of goods ordered and with the good outcome of the testing. If testing is detected waste goods, we will ask for reinstatement within 30 days from the date of issuance of the return note or we will request the supplier to issue a credit note, while still retaining the right to compensation for damages. The recoverable or non-recoverable goods will be returned to the supplier with transport costs charged to him. In cases of urgency, recoverable waste goods may be selected by us, charging the supplier for labor costs.

10) Any default from the supplier gives us the right to retain the payments accrued for previous services, even if not related to the order, as a guarantee for the consequences of the supplier's default. All this without the need for precautionary measures by the Judicial Authority.

11) It is absolutely forbidden for the supplier to issue Bank Draft for the payment of supplies, as they will not be withdrawn and the supplier will be held responsible for damages resulting from failure to collect.

12) No interest will be due on payments in any case.

13) Drawings, models and samples cannot be copied or transmitted to others by the supplier, or used by itself in any way. The production of goods according to design, model or sample must be limited to quantities.

14) The supplier assumes to us the full guarantee that the goods it will supply have not been and will not be produced in contravention of patents or licenses and guarantees us the freedom and lawfulness of the use and trade of such materials both in Italy and abroad.

15) The supplier will not be able to do any advertising - in their own interest or in the interests of third parties - that refers to the supplies we make, without our explicit written authorization.

16) This order cannot be transferred. Furthermore, it is agreed that the credit deriving from this supply cannot be assigned or delegated in any form.

17) For any dispute the competent judicial authority is that of Milan - Italy.

18) The supplier company must comply with the unification rules already made mandatory by Government Decree and follow, as far as possible, those already published (even if not yet mandatory), and comply with the rules.

19) The customer has the right to inspect the supplier through his own agents to check the materials used, the partial or total work and the progress of the works.

20) The agreed price has been appropriately agreed, in order to cover the supplier for the charges imposed by the general conditions of purchase, that the supplier certifies and signs with the signature of the confirmation. Such price is firm and not subject to increase for any reason. Seller shall bear sole responsibility for any tariffs, duties, taxes, import/export fees and other governmental charges and assessments (collectively “Tariffs”) that may be imposed, modified, increased or newly enacted by any governmental authority, at any time before, during or after the performance of this Agreement. Seller expressly acknowledges and agrees that it shall not pass through, charge or otherwise seek reimbursement from Buyer for any Tariffs and any attempt to do so will constitute a breach hereof.

21) CERTIFICATE OF ORIGIN; CONFORMITY OF THE CONFLICT OF MINERALS. The supplier must comply with section 1502 of the "DODD - FRANK ACT" of the United States of America which includes requests relating to the use of "CONFLICT MINERALS"

22) The products must comply with Rohs and Reach directives. It is the duty of the supplier to keep itself updated and comply with changes in the directives.

23) Privacy Policy: personal data of natural persons acting in the name and on behalf of customers and suppliers will be processed in accordance with GDPR of 25 May 2018 - EU Regulation 2016/679 RGDP "General Data Protection Regulation" or how it is called in English GDPR (General Data Protection Regulation).

24) CODE OF CONDUCT AND ANTI-CORRUPTION
(a) Seller will comply with Buyer’s Supplier Code of Conduct ("Code of Conduct"), Human Rights Policy and Environmental Health & Safety Policy, all as amended from time-to-time, and available at www.ametek.com/who-we-are/supplier-responsibilities.