

FOMAS GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE*	弗马斯集团一般采购条款和条件*
<p>1. Scope and application</p> <p>1.1. These general terms and conditions of purchase (the “Terms and Conditions”) apply, in general, to each and all supply relationships having as object the Products and/or the Services, entered into by and between FOMAS Group and its suppliers, unless not ruled by more specific terms and conditions of FOMAS Group, expressly drafted considering the kind of product and/or service provided.</p> <p>1.2. The Supplier accepts in full these Terms and Conditions and waives the right to apply to FOMAS its own terms and conditions of sale (if any), wherever, whenever and/or in any way provided.</p> <p>1.3. For the purpose of these Terms and Conditions capitalized terms listed below have the following meaning:</p> <ul style="list-style-type: none"> • “AGREEMENT”: these Terms and Conditions, the Special Commercial Terms and each Order. • “FOMAS”: the specific entity belonging to FOMAS Group amongst those listed below, which executed the Agreement with the Supplier: <ul style="list-style-type: none"> - FOMAS S.p.A. - ASFO S.p.A. - HOT ROLL S.r.l. - MIMETE S.r.l. - BAY-FORGE PRIVATE LTD. - FOMAS INC. - LA FOULERIE S.A.S. - FOMAS PRECISION FORGING (DALIAN) CO. LTD. • “SUPPLIER”: the entity which executed the Agreement with FOMAS • “ORDER”: the order sent by FOMAS to the Supplier having as object the request for Products and/or Services. • “PARTY/IES”: FOMAS and the Supplier. • “PRODUCT”: any and all products object of an Order supplied by the Supplier on the basis of the Specifications. 	<p>1. 适用范围</p> <p>1. 1. 本一般采购条款和条件（“条款和条件”）一般适用于弗马斯集团与其供应商之间建立的以产品为标的物之所有供应关系（除非弗马斯集团有更具体的条款和条件），对所提供的产品和服务类型作出了明确规定。</p> <p>1. 2. 供应商完全接受本条款和条件，并放弃对弗马斯采用其自有的销售条款和条件（如有，无论在何时、何地 and/或以任何方式提供）的权利。</p> <p>1. 3. 在本条款和条件中，下列术语具有如下含义：</p> <ul style="list-style-type: none"> - “协议”：是指本条款和条件、特别商业条款及每份订单。 - “弗马斯”：是指弗马斯集团旗下的如下特定实体，此类实体与供应商签署了协议： <ul style="list-style-type: none"> - FOMAS S. p. A. - ASFO S. p. A. - HOT ROLL S. r. l. - MIMETE S. r. l. - BAY-FORGE PRIVATE LTD. - FOMAS INC. - LA FOULERIE S. A. S. - 弗马斯精密锻件（大连）有限公司 • “供应商”：是指与弗马斯签订协议的实体。 • “订单”：是指弗马斯向供应商发出的订单，其目的是要求获得产品和服务。 • “一方/双方”：是指弗马斯和供应商。 • “产品”：是指供应商根据规格为订单提供的任何及所有产品。

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 / Verified by: Marco Nuccio - Supply Chain Director
 / Approved by: Jacopo Guzzoni - President & Group CEO
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 /审核人: Marco Nuccio - 供应链总监
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FOMAS Group 弗马斯集团		Head Office: Via Martiri della Liberazione, 17 23875 Osnago LC Italy 总部: Via Martiri della Liberazione, 17 23875 Osnago LC Italy		Ph.: +39 039 99811 Fax: +39 039 58424 电话: +39 039 99811 传真: +39 039 58424		info@fomasgroup.com www.fomasgroup.com info@fomasgroup.com www.fomasgroup.com	

• **“SERVICE/S”**: any and all services object of an Order supplied by the Supplier on the basis of the Specifications.
 • **“SPECIFICATIONS”**: any and all instructions, guidelines, designs, projects, requests for tests and other technical specifications provided by FOMAS to the Supplier necessary for the manufacturing of the Products and/or for the supply of the Services.

1.4. The Parties may agree upon amendments and integrations to these Terms and Conditions, provided that formalized in writing in an Order. In the event of inconsistencies between an Order and these Terms and Conditions the Order shall prevail.

1.5. In case of contrast or incompatibility between these Terms and Conditions and specific provisions set forth in specific supply agreements entered between the Parties, the special conditions shall prevail on these Terms and Conditions limited to the object of that specific supply agreement.

2. Orders

2.1. Products and/or the Services included in the Agreement are those indicated in the Order.

2.2. Each Order shall include the Specifications and a reference to the quality policy/ies implemented at FOMAS applicable from time to time (if any), that the Supplier hereby undertakes to comply with.

2.3. Orders shall be effective and binding on the Parties only if formalized in writing. The receipt by FOMAS of the Order countersigned by the Supplier for acceptance is the moment when the Agreement is actually entered into by and between the Parties.

2.4. Supplier shall examine each Order upon receipt and shall notify FOMAS about any error or inconsistency detected thereto by and no later than following 5 (five) business days. If Supplier does not send any remark within such term, or if it starts manufacturing the Products and/or to supply the Services, the Order shall be considered accepted. If Supplier sends its remarks within said term, the Parties

• **“服务”**：是指供应商根据规格为订单提供的任何及所有服务。

• **“规格”**：是指弗马斯向供应商提供的生产产品和/或提供服务所需的任何及所有指示、指南、设计、项目、测试要求和其他技术规格。

1.4. 双方可就本条款和条件的修订和补充达成一致，但必须以书面形式在订单中正式确定。如果订单与本条款和条件不一致，应以订单为准。

1.5. 如果本条款和条件与双方签订的具体供货协议中规定的特殊条款有冲突或不一致之处，则特殊条件（受每个供货协议限制）应优先于本条款和条件。

2. 订单

2.1. 订单中指明的产品和服务即本协议中包含的产品和/或服务。

2.2. 每份订单均应包括规格及弗马斯不定期适用的质量政策（如有），供应商在此承诺遵守签署订单和质量政策的要求。

2.3. 只有以书面形式正式下达的订单方为有效并对双方具有约束力。弗马斯收到经供应商会签接受的订单之时，即为双方实际签订协议之时。

2.4. 供应商应在收到每份订单后进行检查，如发现任何错误或不一致，应在随后不迟于五（5）个工作日通知弗马斯。如果供应商未在上述期限内提出任何意见，或者如果供应商开始生产产品和/或提供服务，则应视为订单已被接受。如果供应商在上述期限内提出意见，双方应尽一切合理的商业努力，在随后的二十（20）个工作日内达成一致。如果未达成一致，则视为从未发出相关订单。

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ASFPO
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FOMAS USA
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FOMAS DALIAN
弗马斯大连

HOT ROLL
HOT ROLL

LA FOULERIE
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MIMETE
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shall do any reasonable commercial effort to reach an agreement within following 20 (twenty) business days. If negative, the Order shall be considered as never issued.

2.5. Once the Order is accepted, the Supplier cannot cancel or change the Order without the written consent of FOMAS. Any unilateral modification of the Order by the Supplier shall not be binding on FOMAS.

2.6. FOMAS shall have at any time the right to cancel the Order, by serving the Supplier a notice in advance not shorter than 5 (five) business days. Save in case FOMAS cancelled the Order for reasons ascribable to a breach of the Supplier, if FOMAS cancels the Order it shall pay the Supplier an amount corresponding to the portion of Products and/or Services already supplied, with express exclusion of further expenses or any indemnification whatsoever.

3. Obligations, representations, and warranties of the Supplier

3.1. The Supplier undertakes to:

- Manufacture the Products and supply the Services in a workmanlike manner and in compliance with the Agreement, the Special Commercial Terms (if any), the Order and the Specifications;
- If applicable, package the Products appropriately in consideration of their nature and the chosen transportation means, being understood that the Supplier shall remain liable for any damage;
- If the supply of the Products and/or the Services is subject to specific requirements set forth by national or foreign laws (for instance, in terms of safety, antipollution, country of origin, etc.), to collect all documents necessary to proof its compliance with said requirements. The Supplier shall keep said documentation for a period not shorter than 10 (ten) years and promptly deliver it to FOMAS upon request, if necessary also in English language. The Supplier shall impose analogous obligations to its subcontractors (if any). In case of breach, FOMAS shall have the right to retrocede to the Supplier what received, without prejudice to the restoration of further damages suffered;

2.5. 订单一经接受，未经弗马斯书面同意，供应商不得取消或更改订单。供应商单方面对订单进行的任何修改对弗马斯不具约束力。

2.6. 弗马斯有权在任何时候通过至少提前五（5）个工作日向供应商发出通知，取消订单。除因供应商违约而导致弗马斯取消订单的情况外，如果弗马斯取消订单，弗马斯应向供应商支付与已供应产品/或提供的服务部分相应的金额，并明确排除进一步的任何费用或任何赔偿。

3. 供应商的义务、声明和保证

3.1. 供应商承诺：

- 按照本协议、特别商业条款（如有）、订单和规格，以熟练的技法生产产品并提供服务；
- 如适用，在考虑到产品的性质和所选择的运输方式的情况下，对产品进行适当包装，但供应商仍应对任何损坏负责；
- 如果产品和/或服务的供应须符合国家或外国法律规定的具体要求（例如，在安全、防污染、原产地等方面的要求），则供应商应收集所有必要文件，以证明其符合上述要求。供应商应将上述文件至少保存十（10）年，并在必要时应弗马斯的要求及时以英文提供给弗马斯。供应商应对其分包商（如有）规定类似义务。在出现违约的情况下，弗马斯有权要求供应商向弗马斯退还已付款项，但不影响其对所遭受的进一步损失获得赔偿；

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<p>d) To implement any manufacturing process aimed at assuring the requested quality of the Products and/or the Services. In particular, if requested, the Supplier undertakes to obtain proper certifications of the Products, so to warrant that they are manufactured, produced and controlled according to processes suitable to assure the conformity of the Products as per agreed. If requested, the Supplier also undertakes to implement a traceability system of the Products;</p> <p>e) To mark, pack and identify the Products pursuant to the Specifications. In any case, the Supplier shall place on the Products the identification label including the codes and production references provided by FOMAS;</p> <p>f) To identify the Products by placing on them the product code assigned by FOMAS (if any) and to include such code in any documentation concerning that supply, such as in the Order, on the invoices, on the transportation documents, on the conformity and quality certificates and on the identification tags;</p> <p>g) In case of open or recurring Orders, to keep at its costs, for the whole duration of the Agreement, an adequate stock of Products in line with FOMAS' monthly needs. In case of breach, FOMAS shall have the right to charge to the Supplier the costs borne to gather the Products elsewhere;</p> <p>h) To assure that at any moment personnel appointed by FOMAS can accede to its premises to make audits and inspections aimed at verifying the respect of contractual obligations, with the right to examine documents thereto related and obtain copies, to the extent possible, in compliance with the specific law provisions applicable (if any). If the case, in such inspections may be involved also customers of FOMAS and/or third parties' inspectors. The Supplier shall provide any information and/or support necessary for the inspections be properly managed and/or to verify the status of the works in progress and their modalities of execution;</p>	<p>d) 实施任何生产工艺，旨在确保产品和/或服务符合所要求的质量标准。特别是，如有要求，供应商承诺获得适当的产品认证，以保证产品是按照合适的流程制造、生产和控制的，从而确保产品符合约定要求。如有要求，供应商还承诺实施产品追溯系统；</p> <p>e) 根据规格对产品进行标记、包装和标识。在任何情况下，供应商应在产品上贴识别标签，包括弗马斯提供的代码和生产参考资料；</p> <p>f) 在产品上标注弗马斯指定的产品代码（如有），并在与供货有关的任何文件中，如在订单、发票、运输单据、合格证书和质量证书以及识别标签上标注该代码；</p> <p>g) 如果是未结订单或经常性订单，在整个协议有效期内，根据弗马斯的月度需求，自费保持足够的产品库存。如果供应商违反本条规定，弗马斯有权向供应商收取从其他渠道获得产品的成本；</p> <p>h) 确保弗马斯指派的人员在任何时候均可进入供应商的办公场所进行审计和检查，以核实合同义务的履行情况，并有权根据适用的具体法律规定（如有）的范围，检查与上述内容相关的文件并获得副本。在这种情况下，弗马斯的客户和/或第三方“检查员”也可能参与此类检查。供应商应提供任何必要的信息和/或支持，以便弗马斯对检查进行适当管理和/或对正在进行的工作的状况及其执行方式进行核实；</p>
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<p>i) To inform FOMAS of any change in its organization which may affect the Supplier's quality system;</p> <p>j) To enter into proper insurance policies with top rated insurance companies, aimed at covering all risks related to the manufacturing of the Products and/or the</p>	<p>i) 向弗马斯通报其组织中可能影响供应商质量体系的任何变化；</p> <p>j) 与高评级保险公司订立适当的保险单，旨在覆盖与产品制造和/或提供服务有关的所有风险，并在整个供应期间保持有效。</p>
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<p>Services and to keep them in force for the whole duration of the supply relationship.</p> <p>3.2. Activities object of an Order shall be carried out by personal of the Supplier duly formed, appointed, and authorized, without any subordination relationship with FOMAS.</p> <p>3.3. To the extent applicable, the Supplier represents and warrants that the Products are imported in compliance with the measures aimed at safeguarding the lawful immission on the market of goods originary from third countries, in full respect of the obligations, measures and payments set forth by the latest amended version of the Customs Law of the People's Republic of China. Therefore, the Supplier represents and warrants it has all rights necessary to validly supply the Products to FOMAS and undertakes to provide all relevant documentation, if necessary, also in English language. Should the representations and warranties given by the Supplier be false, erroneous or breached, FOMAS shall have the right to terminate the Agreement with immediate effect pursuant to Civil Code of the People's Republic of China, save in any case the restoration of the damages suffered.</p>	<p>3.2. 须由经过特殊培训、特别委任和授权的供应商人员执行订单相关活动，该人员与弗马斯没有任何从属关系。</p> <p>3.3. 在适用范围内，供应商声明并保证，产品的进口符合将原产地为第三国的货物合法进入市场的保障措施，完全遵守《中华人民共和国海关法》最新修正版本规定的义务、措施和付款要求。因此，供应商声明并保证其拥有一切必需权利，可正当地向弗马斯供应产品，并承诺在必要时以英文提供所有相关文件。如果供应商提供的声明和保证不实、有误或被违反，弗马斯有权根据《中华人民共和国民法典》立即终止本协议，但在任何情况下均就所遭受的损失获得赔偿，但在任何情况下均就所遭受的损失获得赔偿。</p>
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<p>3.4. The Supplier represents and warrants that it is, and it shall remain, the one and only responsible towards its personnel for any obligation whatsoever related or concerning to relevant work relationships, pursuant to applicable laws and both collective and individual agreements in force, amongst which obligations in terms of payment of salaries, social security contributions and insurance.</p> <p>3.5. The Supplier represents and warrants that its personnel:</p> <p>a) It has not, nor it shall have in the future, any title to lawfully raise requests or claims in any form and for any reason towards FOMAS, in relation to its category, professional level, functions and duties assigned, salary and/or benefits;</p> <p>b) It cannot, nor it can in the future, lawfully reventicate its belonging to FOMAS, nor to ask to be hired, reintegrated, re-admitted to work and/or to claim any other right or raise requests whatsoever towards</p>	<p>3.4. 供应商声明并保证，根据适用法律以及当前有效的集体和个人协议，供应商应就相关工作关系向供应商人员单独承担所有义务，其中包括支付工资、缴纳社会保险和投保的义务。</p> <p>3.5. 供应商声明并保证其人员：</p> <p>a) 无权并且在将来也无权以任何形式和任何理由就其类别、专业水平、职能和所分配的职责、工资和/或福利向弗马斯提出合法要求或索赔；</p> <p>b) 现在或将来均不能合法地要求恢复其隶属于弗马斯的隶属身份，或要求弗马斯对其进行雇用、与弗马斯恢复劳动关系、在弗马斯重新开始工作和/或向弗马斯主张任何其他权利，第三方（包括与上述人员相关的税务机关、社会保障和保险机构）也不得向其提出任何类似要求；</p> <p>c) 现在或将来均不能合法地以从属工作关系或连续和协调的个人性质或任何其他性质的合作身份，主张其有资格与弗马斯恢复工作关系。</p>
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FOMAS Group 弗马斯集团	Head Office: Via Martiri della Liberazione, 17 23875 Osnago LC Italy 总部: Via Martiri della Liberazione, 17 23875 Osnago LC Italy			Ph.: +39 039 99811 Fax: +39 039 58424 电话: +39 039 99811 传真: +39 039 58424		info@fomasgroup.com www.fomasgroup.com info@fomasgroup.com www.fomasgroup.com	

<p>FOMAS, nor analogous requests can be brought against it by third parties, including tax authorities, social security and insurance institutions in relation to such personnel;</p> <p>c) It cannot, nor can in the future, lawfully revindicate the requalification of its work relationship with FOMAS as a work relationship with subordination, nor as a continuative and coordinated cooperation of personal nature nor of any other nature.</p> <p>The Supplier warrants, also pursuant to Civil Code of the People's Republic of China, that none of aforesaid revindications and claims shall be brought against FOMAS by its personnel and undertakes to fully indemnify and to hold FOMAS harmless from any damage, prejudice, payment and/or loss suffered due to the breach of said undertakings.</p> <p>3.6. The Supplier warrants it does not avail of irregular workmanship nor of workers under legal age or subject to inhuman or degrading work conditions. To this aim, the Supplier warrants it respects all applicable law provisions in terms of health and safety at workplaces and in terms of working time, rests, and holiday periods.</p>	<p>供应商还根据《《中华人民共和国民法典》》保证其工作人员不得对弗马斯提出上述任何恢复权利主张和索赔，并承诺对因违反上述承诺而致使弗马斯遭受的任何损害、损害、付款和/或损失，向弗马斯作出全额赔偿并使弗马斯免受损害。</p> <p>3. 6. 供应商保证不使用不规范的工艺或未达到法定年龄的工人，也不使用不人道或有辱人格的工作条件。为此，供应商保证遵守适用法律就工作场所健康和安以及工作时间、休息和假期作出的所有规定。</p>
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<p>The Supplier warrants and undertakes to pay its employees pursuant to applicable laws, national or local collective bargaining agreements and, in any case, proportionally to the quality and quantity of the work done.</p> <p>3.7. The Supplier represents and warrants to FOMAS, on its own and on behalf of its affiliates (if any), that:</p> <p>a) it is not barred by any applicable laws from supplying the Products and/or the Services;</p> <p>b) it undertakes to comply with all EU and US as well as any other applicable laws and regulations relating to anti bribery and corruption, competition, export control, trade and economic sanctions, anti-money laundering and counter terrorist financing;</p> <p>c) it has and will not engage in any activity, conduct or practice which could constitute an offence under such laws and regulations;</p> <p>d) it has obtained all permits, licenses, declarations, and authorizations that may be necessary, including pursuant to EU Regulation 2021/821 establishing a</p>	<p>供应商保证并承诺根据适用法律、国家或地方集体谈判协议向其员工支付报酬，并在任何情况下根据所完成工作的质量和数量按比例支付报酬。</p> <p>3. 7. 供应商代表其自身及其关联公司（如有）向弗马斯声明并保证：</p> <p>a）所有适用法律均未禁止其提供产品和/或服务；</p> <p>b）承诺遵守欧盟和美国以及任何其他与反贿赂和反腐败、竞争、出口管制、贸易和经济制裁、反洗钱和反恐怖主义融资有关的所有适用法律和法规；</p> <p>c）其未从事并且将来不会从事任何可能构成上述法律法规下的犯罪活动、行为或做法；</p> <p>d）已获得所有必要的许可证、执照、声明和授权，包括根据欧盟第 2021/821 号条例（该条例建立了经修订和补充的欧盟两用物品出口、中介、技术援助、过境和转让管制制度）获得的许可证、执照、声明和授权。</p> <p>e）未被列入受禁运、制裁或一般限制的主要国家和国际实体名单，并同意不向列入此类名单的法律</p>
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<p>Union regime for the control of exports, brokering, technical assistance, transit, and transfer of dual-use items, as amended and supplemented.</p> <p>e) it is not listed in major national and international lists of entities subject to embargoes, sanctions or restrictions in general and agrees not to provide access to the Products and/or Services, or make them available in any way, to legal entities and/or individuals included on such lists;</p> <p>f) it shall comply with all import, export and re-export control, economic sanctions and anti-boycott laws, executive orders and regulations such applicable as, for instance and without limitations, the U.S. Department of Commerce's Export Administration Regulations ("EAR"), the U.S. Department of State's International Traffic in Arms Regulations ("ITAR"), the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") regulations and any European Union regulations, council decisions or orders. Upon request, the Supplier shall provide FOMAS with suitable means of proof evidencing the respect of points from a) to f) above.</p>	<p>实体和/或个人提供产品和/或服务，或以其他方式提供这些产品和/或服务；</p> <p>f) 应遵守所有适用的进口、出口和再出口管制、经济制裁和反抵制法律、行政命令和法规，例如但不限于美国商务部的《出口管理条例》（“EAR”）、美国国务院的《国际军火交易条例》（“ITAR”）、美国财政部的外国资产控制办公室（“OFAC”）条例以及任何欧盟法规、理事会决定或命令。应要求，供应商应向弗马斯提供适当的证明，证明是否遵守了上述 a) 至 f) 点。</p>
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<p>3.8. Without prejudice to the foregoing, the Supplier expressly acknowledges and agrees that:</p> <p>a) FOMAS shall not accept any Products and/or Services originating from, or in any way related to, countries subject to embargoes or other trade restrictions (either in whole or in part), imposed by the European Union, the United States of America or any other national or international authority (to the extent applicable);</p> <p>b) the issuance of Orders and the acceptance of Products and/or Services shall be anyway subject to the positive outcome of the checks required by law or suggested on a case-by-case basis. In case of negative outcome of such controls, or failure to receive the information necessary to conduct such review, FOMAS shall have the right, at its sole discretion, to revoke the Order or to not accept the Products and/or the Services, without any obligation or prejudice whatsoever.</p> <p>4. Price and payments</p> <p>4.1. Prices for the Products and/or the Services are those indicated in the Order (the “Price/s”).</p>	<p>3. 8. 在不影响前述规定的前提下，供应商明确承认并同意：</p> <p>a) 弗马斯不接受任何来自欧盟、美国或任何其他国家或国际机构（在适用程度上）实施禁运或其他贸易限制的国家的产品和/或服务（全部或部分），或以其他方式与之相关的产品和/或服务；</p> <p>b) 无论如何，签发订单和验收产品和/或服务的前提均为按照法律规定或逐案建议获得的检查结果为良好。如果此类检查的结果不良，或未收到进行能此类检查所需的信息，弗马斯有权自行决定撤销订单或不接受产品和/或服务，而无需承担任何义务或受任何影响。</p> <p>4. 价格和付款条款</p> <p>4. 1. 产品和/或服务价格为订单中标明的价格（“价格”）。</p> <p>4. 2. 除非订单中另有规定，否则价格以人民币为单位。除非订单中另有规定，否则价格不包括适用税费（如增值税和杂税）。</p>
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4.2. Prices are set in RMB, unless provided otherwise in the Order. Prices do not include applicable taxes (e.g., VAT and sundry taxes), unless provided otherwise in the Order.

4.3. FOMAS shall pay the Price via wire transfer within 120 (one hundred and twenty) days from the end of the month in which relevant invoice is issued, unless provided otherwise in the Order.

4.4. The Supplier shall not have the right to offset amounts unpaid by FOMAS (if any) with amounts owed by Supplier to the same for any reason whatsoever.

4.5. Any cost or expense to be borne by the Supplier to receive the payment of the Prices is, and shall be, exclusively on the Supplier. Any charge of such expenses on the invoice is excluded.

5. Modifications

5.1. Should FOMAS ask to make modifications and/or changes during the process with respect to what requested in the Order (the “**Modifications**”), FOMAS shall communicate to the Supplier the Modifications in writing duly in advance, by providing necessary Specifications.

5.2. The Supplier may make comments and remarks in relation to proposed Modifications by and no later than 5 (five) business days from the receipt of FOMAS request. In the absence of any feedback, FOMAS shall consider the Modifications accepted.

5.3. If the Modifications have a significant impact, either upwards or downwards, with respect to the Price, FOMAS or the Supplier shall have the right to a proportional price adjustment.

6. Delivery, shipping, inspection, and acceptance of the Products

6.1. Unless provided otherwise in the Order, the Products are delivered “delivery duty paid” (Incoterms® 2020 DDP).

4. 3. 除非订单另有规定，弗马斯公司应在开具相关发票当月的月底起 120（一百二十）天内通过电汇支付价款。

4. 4. 供应商无权以任何理由将弗马斯未支付的金额（如有）与供应商欠弗马斯的金额相抵消。

4. 5. 供应商为收取价款而承担的任何成本或费用均应由供应商独自承担。上述发票上应不含任何此类费用。

5. 修改

5. 1. 如果弗马斯在采购过程中要求对订单中要求的内容进行修改和/或变更（“**修改**”），弗马斯应提前以书面形式将修改内容告知供应商，并提供必要的规格说明。

5. 2. 供应商可在收到弗马斯请求后 5（五）个工作日内就提议的修改提出意见和评论。如果没有任何反馈，弗马斯将认为供应商已接受修改。

5. 3. 如果修改对价格有重大影响，无论是向上还是向下影响，弗马斯公司或供应商有权按比例调整价格。

6. 产品的交付、运输、检查和验收

6. 1. 除非订单中另有规定，否则产品以“完税交货”方式交付（2020 年国际贸易术语解释通则® DDP）。

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<p>6.2. Terms for the delivery of the Products are those indicated in the Order and are of the essence. The Supplier shall immediately notify in writing FOMAS about any actual or envisaged delay, indicating the reasons and the possible duration. Should said reasons go beyond Supplier's control, the latter may invoke them to justify the delay exclusively if the obligation of immediate notification to FOMAS is duly met.</p> <p>6.3. For delays in delivery of the Products and/or in the supply of the Services FOMAS shall have the right to either:</p> <p>a) cancel the Order with immediate effect. In this case, no payment shall be due by FOMAS to the Supplier at any title whatsoever; or</p> <p>b) charge to the Supplier penalties for delay, if provided in the Order. Remedies under a) and b) do not limit nor exclude the restoration of further damages suffered by FOMAS.</p> <p>6.4. Payables of the Supplier towards FOMAS due to the application of the penalties may be satisfied by offsetting them with possible payables owed by FOMAS to the Supplier, even not overdue, upon FOMAS' prior written consent.</p> <p>6.5. FOMAS shall anyway have the right to avail, in whole or in part, of other suppliers and to charge to the Supplier higher costs and expenses borne.</p> <p>6.6. If the lack of supply within the agreed terms gives rise to claims towards FOMAS by its end customers, FOMAS shall have the right to charge to the Supplier the higher costs borne.</p> <p>6.7. Delivery terms start running from the date of the Order.</p> <p>6.8. FOMAS undertakes to inspect the Products at their delivery and to evaluate the Services at their supply, also in compliance with the specific terms set forth in its policies (if any), and to send without undue delay to the Supplier possible claims regarding evident differences in terms or quality and/or quantity of</p>	<p>6. 2. 订单中注明了产品交付期限，该期限至关重要。如果出现任何实际或预想到的延误，供应商应立即书面通知弗马斯，说明原因和延误可能持续的时间。如果上述原因超出了供应商的控制范围，则供应商可以将这些原因作为延迟交付的唯一理由，但必须履行立即通知弗马斯的义务。</p> <p>6. 3. 对于延迟交付产品和/或提供服务，弗马斯有权采取以下两种措施中的一种：</p> <p>a) 取消订单，立即生效。在此情况下，弗马斯无需向供应商支付任何款项；或</p> <p>b) 如果订单有相关规定，向供应商收取延迟罚款。a) 和 b) 项下的补救措施不限制也不排除弗马斯对其所遭受的进一步损失获得赔偿。</p> <p>6. 4. 经弗马斯事先书面同意，因实施罚款供应商应付给弗马斯的款项，可通过抵消弗马斯可能应付给供应商的款项（即使未逾期）来支付。</p> <p>6. 5. 弗马斯有权全部或部分利用其他供应商，并向供应商收取所产生的超额成本和费用。</p> <p>6. 6. 如果因未按约定的期限内供货而导致最终客户向弗马斯提出索赔，弗马斯有权向供应商收取所承担的超额费用。</p> <p>6. 7. 交货期限从发出订单之日起计算。</p> <p>6. 8. 弗马斯承诺在产品交付时对其进行检查，在获得服务时对其进行评估，同时遵守其政策（如有）中规定的具体条款，并在无不当延误的情况下，向供应商发送就订单中确定的产品和/或服务的数量和/或质量的明显差异可能提出的索赔。</p>
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Products and/or the Services identified with respect to the Order.	
<p>6.9. If FOMAS raises a claim pursuant to article 6.8., the Parties shall discuss in good faith, with the aim to reach an amicable agreement within 20 (twenty) business days from the receipt of the claim by the Supplier. In the absence of an agreement within such term, the Parties shall be entitled to ask for the performance of an appraisal on the Products and/or the Services by a third and independent expert. According to the Civil Code of the People's Republic of China and the Arbitration Law of the People's Republic of China, its appraisal is binding on both parties. The costs of the appraisal shall be, respectively, on the Supplier or on FOMAS depending on whether the appraisal excluded or, on the contrary, confirmed the differences of the Products and/or the Services with respect to the Order.</p> <p>6.10. The Supplier undertakes to supply the Products according to the quantities indicated in the Order. If FOMAS detects a lack of quantitative conformity, at its choice and sole discretion, it shall have the right to:</p> <p>a) accept the quantitative differences identified, reserving to modify upwards or downwards the quantity of future supplies;</p> <p>b) reject the partial supply and deliver it back to the Supplier at its risk and costs, if the Supplier does not promptly collect it;</p> <p>c) without prejudice to article 6.3. b), order the Supplier to immediately deliver the missing Products, being it understood that any higher cost or expense shall be on the Supplier;</p> <p>d) obtain the reimbursement of the Price in full.</p>	<p>6. 9. 如果弗马斯根据第 6. 8 条提出索赔，双方应本着诚意进行讨论，以期在供应商收到索赔后 20（二十）个工作日内达成友好协议。如果在此期限内未达成一致，双方有权要求第三方独立专家对产品和服务进行鉴定。根据《中华人民共和国民法典》和《中华人民共和国仲裁法》规定，其鉴定对双方均有约束力。鉴定费用应分别由供应商或弗马斯承担，取决于鉴定结果是确认还是排除产品和服务与订单的差异。</p> <p>6. 10. 供应商承诺按照订单中标明的数量供应产品。如果弗马斯发现数量上不符，弗马斯有权自行决定：</p> <p>a) 接受已确定存在数量差异的产品，保留对未来供应量进行向上或向下修改的权利；</p> <p>b) 拒绝部分交付的货物，并在供应商未及时收回产品的情况下，将其退还给供应商，风险和费用由供应商承担；</p> <p>c) 在不影响 6. 3. b) 款的规定的前提下，命令供应商立即交付短量产品，双方理解因此产生的超额成本或费用应由供应商承担；</p> <p>d) 就价款获得全额赔偿。</p>

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FOMAS Group 弗马斯集团	Head Office: Via Martiri della Liberazione, 17 23875 Osnago LC Italy 总部: Via Martiri della Liberazione, 17 23875 Osnago LC Italy			Ph.: +39 039 99811 Fax: +39 039 58424 电话: +39 039 99811 传真: +39 039 58424		info@fomasgroup.com www.fomasgroup.com info@fomasgroup.com www.fomasgroup.com	

6.11. Remedies under article 6.10. do not limit nor exclude the right of FOMAS to obtain the restoration of further damages suffered.

7. Transfer of risks, ownership of the Products and other property rights

7.1. Risks for loss or damages to the Products are transferred to FOMAS as soon as the Products are delivered.

7.2. Unless otherwise provided in the Order), the ownership of the Products is transferred on FOMAS upon delivery.

7.3. The manufacturing of the Products and/or the supply of the Services do not imply the transfer of industrial or intellectual property rights in the ownership of FOMAS to the Supplier or third parties, nor the establishment or the granting of rights of utilization or exploitation whatsoever on the same. This provision shall remain in full effect also once the Agreement is terminated whichever the reason.

7.4. Within the limits set forth by law, FOMAS has the right to utilize images, pictures, drawings, audio/video footages or any other material under the audio/video standpoint having as object the Products, the Services and/or their process of manufacturing or supply through any manner and in any form whatsoever – including, for instance and without limitations, their publication and sharing on LinkedIN, YouTube and other social networks – for information, educational or promotional purposes, by informing the Supplier in advance. Without FOMAS' previous written consent, the Supplier cannot take, use, or publish pictures, make audio/video recordings nor utilize images, pictures or any other material under the audio/video standpoint having as object the Products, the Services and/or their process of manufacturing or supply in any manner, in any form and/or for any purpose whatsoever.

6. 11. 第 6. 10 条规定的补救措施既不限制也不排除弗马斯对所遭受的进一步损失要求赔偿的权利。

7. 风险、产品所有权和其他产权的转移

7. 1. 产品丢失或损坏的风险在产品交付后立即转移给弗马斯。

7. 2. 除非在订单中另有规定，产品所有权在交货时转移给弗马斯。

7. 3. 生产产品和/或提供服务并不意味着弗马斯将其拥有的工业产权或知识产权转让给供应商或第三方，也不意味着对产品和/或服务的使用或开发确定或授予权利。不论本协议因何种原因终止，终止后，本条规定仍然具有充分效力。

7. 4. 在法律规定的范围内，弗马斯有权在事先通知供应商的情况下，通过任何方式、以任何形式（包括但不限于在 LinkedIn、YouTube 及其他社交网络上发布和分享）使用以产品、服务和/或其制造或供应过程为对象的图像、图片、图纸、音频/视频片段或任何其他音频/视频材料，用于提供信息、教育目的或宣传目的。未经弗马斯事先书面同意，供应商不得以任何方式、任何形式和/或为任何目的的拍摄、使用或发布图片、进行录音/录像，也不得使用以产品、服务和/或其制造或供应过程为对象的图像、图片或任何其他音频/视频材料。

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The Supplier shall, in addition, undertake to ensure that its employees, external collaborators and anyone performing activities in its name and on its behalf comply with the above provision, hereby undertaking any and all liabilities and holding FOMAS harmless from any prejudice may arise from the breach of this clause.

FOMAS retains the rights to exclusive use of trademarks, patents, and intellectual and/or industrial property rights owned by it. Unless otherwise explicitly agreed, in writing, between FOMAS and the Supplier, the Supplier may neither use in any way, nor exploit FOMAS' content, trademarks, logos, etc. to pursue its own personal and/or commercial purposes, not even occasionally or free of charge.

If FOMAS gives its consent, the Supplier shall anyway thoroughly comply with the limits set forth by law and the confidentiality undertakings.

7.5. FOMAS retains the full ownership of any document made available to the Supplier for the processing of an Order. Said documents cannot be reproduced, nor made available to third parties by the Supplier nor utilized in any other way in the absence of FOMAS' written consent, being it understood that FOMAS shall anyway have the right to ask for the restoration of the damages suffered (if any).

8. Warranty

8.1. The Supplier warrants that the Products and/or the Services are fit for the purpose they are destined and do not have lack of conformities with respect to the Specifications.

Unless otherwise set forth in the Order, the Supplier provides (i) a warranty for defects pursuant to Civil Code of the People's Republic of China and (ii) to the extent applicable, a warranty for good functioning pursuant to Civil Code of the People's Republic of China, in each case for 24 (twenty-four) months running from the delivery of the Products or the complete supply of the Services.

此外，供应商应承诺确保其员工、外部合作者以及以其名义或代表其从事活动的任何人遵守上述规定，并据此承担所有责任，使弗马斯免受因供应商违反本条款而可能产生的任何损害。

弗马斯对其拥有的商标、专利、知识产权和/或工业产权保留独家使用权。除非弗马斯和供应商之间另有明确的书面约定，供应商不得为实现其个人目的和/或商业目的，以任何方式使用或利用弗马斯的内容、商标、标识等，即使是偶尔使用或免费使用也不允许。

如果弗马斯作出同意，供应商无论如何应彻底遵守法律规定的限制和保密承诺。

7. 5. 为对处理订单而向供应商提供的任何文件，弗马斯保留完整所有权。未经弗马斯书面同意，供应商不得复制上述文件，不得向第三方提供上述文件，也不得以任何其他方式使用上述文件，双方理解弗马斯有权要求对所遭受的损失获得赔偿（如有）。

8. 质保

8. 1. 供应商保证产品和/或服务适用于其指定用途，且不存在与规格不符的情况。

除非订单中另有规定，否则供应商提供：

（i）根据《中华人民共和国民法典》规定的缺陷质保；

（ii）在适用的情况下，根据《中华人民共和国民法典》规定的功能良好质保，在每种情况下，质保期为自交付产品或完成服务起二十四（24）个月。

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Regardless the warranties provided, in any case the Supplier remains liable for all those hidden defects which affect the intrinsic and essential characteristics of the Products and or the Services, to the extent they prejudice or compromise, in whole or in part, the purpose to which the same Products or Services are destined.

8.2. If FOMAS detects a lack of conformity, it shall inform the Supplier by a written notice, sending the documentation at its disposal to carry out proper evaluations. FOMAS shall carry out an internal analysis aimed at verifying or excluding the existence of claimed lack of conformity, also in compliance with its policies (if any). If the lack of conformity is conformed, at its choice and sole discretion, FOMAS shall have the right to:

- Reject the Products and/or, to the extent applicable, the Services having the lack of conformities and deliver them back to the Supplier at its risk and costs, if the Supplier does not promptly collect them;
- Obtain the replacement of the Products having lack of conformities or, if possible, the necessary repairs free of charge;
- Implement the necessary remedies aimed at removing the lack of conformities directly on its own, attributing relevant costs on the Supplier;
- Obtain the reimbursement of the Price in full.

8.3. Remedies under article 8.2. do not exclude or supersede, nor limit any further warranty, either express or implied, pursuant to the law and to the right of FOMAS to ask for the restoration of further damages suffered.

9. Force majeure

9.1. As used herein, Force Majeure Events are Acts of God, acts of any governmental body, wars, insurrections, earthquakes, floods and other natural disasters, epidemics and pandemics or other similar causes that are beyond the control of the Party claiming them and that such Party cannot avoid neither with the ordinary due diligence.

无论提供何种质保，在任何情况下，供应商仍对影响产品或服务的内在和基本特性的所有隐藏缺陷负责，只要这些缺陷全部或部分影响或损害了相关产品或服务的用途。

8.2. 如果弗马斯发现不符合要求的情况，应书面通知供应商，并发送其为进行适当评估而可使用的文件。弗马斯应根据其政策（如有）进行内部分析，以核实或排除所声称的不符情况。如果确定不符合要求，弗马斯有权自行决定采取以下措施：

- 拒收不符合的产品和/或在适用的范围内的服务，并在供应商未及时收回产品的情况下，将产品交还给供应商，风险和费用由供应商承担；
- 免费更换不符合产品，或在可能的情况下进行必要的维修；
- 直接自行采取必要的补救措施，以消除不符合情形，并让供应商承担相关费用；
- 就价款获得全额赔偿。

8.3. 第 8.2 条规定的补救措施不排除或取代，也不限制任何法律规定的进一步保证（无论是明示的还是默示的），以及弗马斯要求赔偿进一步损失的权利。

9. 不可抗力

9.1. 本协议中所述的不可抗力事件是指天灾、任何政府机构的行为、战争、叛乱、地震、洪水和其他自然灾害、流行病和大流行病或其他类似原因，均为声称不可抗力事件的一方所无法控制的，而且该方在尽到一般应尽的审慎义务后也无法避免。

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9.2. The Party claiming the occurrence of a Force Majeure Event shall promptly – and, in any case, not later than 5 (five) calendar days – notify the other Party in writing, by giving all relevant details. Agreed delivery periods and delivery terms shall be extended accordingly. Each Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event.

9.3. If the Force Majeure Event lasts more than 60 (sixty) calendar days, the Party not affected by the Force Majeure Event shall have the right to terminate the Agreement with immediate effect.

10. Liabilities

The Supplier undertakes to indemnify and to hold FOMAS harmless from any damage – either direct or consequential (for instance, in terms of loss of profits, partial or total business interruption, efficiency reduction, lost or missed contracts, customers, business opportunities or commercial goodwill, loss of business reputation, etc.), costs, expenses (including legal fees) FOMAS may suffer for any claim in any manner related to the Agreement or to each Order made by FOMAS and/or by third parties, regarding the performance or alleged non performance by the Supplier towards the obligations undertaken thereto.

11. Termination and suspension rights

11.1. FOMAS may terminate the Agreement at any time in the event of non-fulfilment by the Supplier to any of its obligations, if the non-fulfilment is not remedied by the Supplier within 15 (fifteen) calendar days from the receipt of FOMAS written notice claiming the breach. FOMAS anyway reserves the right to seek compensation for the damages caused by the Supplier due to the non-fulfilment of its obligations.

9. 2. 声称发生不可抗力事件的一方应立即（在任何情况下不得迟于五（5）个日历日）以书面形式通知另一方，并提供所有相关细节。应相应延长约定的交货期和交货条款。各方应尽一切合理努力减轻不可抗力事件的影响。

9. 3. 如果不可抗力事件持续超过六十（60）个日历日，未受不可抗力事件影响的一方应有权立即终止协议。

10. 责任

因供应商履行或涉嫌不履行其所承担的义务而导致弗马斯可能遭受的任何直接或间接损失（例如，利润损失、部分或全部业务中断、效率降低、损失或错失合同、客户、商业机会或商业商誉、商业信誉损失等）、成本、费用（包括律师费），供应商承诺向弗马斯作出赔偿，并使弗马斯免受损害。

11. 终止和中止权

11. 1. 如果供应商未履行其任何义务，且供应商在收到弗马斯就违约发出的书面通知后十五（15）个日历日内仍未纠正其违约行为，弗马斯可随时终止本协议。无论如何，就供应商因未履行其义务而造成的损失，弗马斯保留要求供应商赔偿的权利。

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<p>11.2. Without prejudice to the above, FOMAS shall have the right to terminate the Agreement with immediate effect pursuant to Civil Code of the People's Republic of China ;</p> <p>a) If the Supplier dissolves or ceases to do business;</p> <p>b) If the Supplier institutes insolvency, voluntary liquidation, receivership, bankruptcy or any other proceeding for settlement of Supplier's payables;</p> <p>c) In case of change of control of the Supplier.</p> <p>d) If the cap of the penalties for delay set forth in the Order (if any) is reached; and/or</p> <p>e) If The Supplier is in breach of articles 3.1. c), 3.3., 3.4., 3.5., 3.6., 3.7., 3.8., 8.1., 12, 13, 14 and 18.</p> <p>11.3. Upon termination of the Agreement for any reason, the Supplier shall return to FOMAS respective Confidential Information (as below defined) and all FOMAS owned tooling, test equipment and other property (if any) under its availability. The Supplier shall bear all usual and reasonable costs of the return of such items. Such items must be fully functional and undamaged, except for reasonable wear; otherwise, the Supplier shall bear all costs associated with repair or replacement.</p> <p>11.4. FOMAS shall have the right to ask the Supplier to suspend the supply of the Products and/or the Services for a maximum cumulative period of 30 (thirty) calendar days. In this case, FOMAS shall have the right to ask the delivery of the portion of Products already manufactured. FOMAS shall have the right to ask the Supplier to restart the activities at any time.</p>	<p>11.2. 在不影响上述规定的情况下，弗马斯有权根据《中华人民共和国民法典》立即终止协议：</p> <p>a) 供应商解散或停止营业；</p> <p>b) 供应商提起破产、自愿清算、接管、破产或任何其他清偿供应商应付款项的程序；</p> <p>c) 供应商所有权变更；</p> <p>d) 达到命令中规定的延期罚款上限（如有）；和/或</p> <p>e) 供应商违反第 3.1. c)、第 3.3 条、第 3.4 条、第 3.5 条、第 3.6 条、第 3.7 条、第 3.8 条、第 8.1 条、第 12 条、第 13 条、第 14 条和第 18 条。</p> <p>11.3. 协议因任何原因终止时，供应商应向弗马斯归还弗马斯的机密信息（定义见下文）以及弗马斯所有的工具、测试设备和其可用的其他财产（如有）。供应商应承担退回此类物品的所有通常和合理费用。除合理磨损外，此类物品必须功能完好、无损坏；否则，供应商应承担与维修或更换相关的所有费用。</p> <p>11.4. 弗马斯有权要求供应商暂停提供产品和/或服务，最长累计期限为三十（30）个日历日。在这种情况下，弗马斯有权要求供应商交付已生产的部分产品。弗马斯有权随时要求供应商重新开始进行生产活动。</p>
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11.5. No claim or action arising out of a breach of the Agreement and/or an Order shall be considered waived, in whole or part, unless such waiver is supported by a proper declaration in writing signed by the aggrieved Party.

12. Subcontracting and assignment of the Agreement

12.1. The Supplier cannot subcontract, either in whole or in part, the manufacturing of the Products and/or the supply of the Services to third parties without FOMAS' previous written consent, including to any of its affiliates, meaning other entities belonging to Supplier's Group having control relationships.

12.2. Without prejudice to article 12.1, further subcontracting relationships are expressly excluded, save for specific activities thoroughly identified the Supplier is not in the position to manage directly, in presence of specific and duly justified reasons and, in any case, upon FOMAS' previous written consent.

12.3. Supplier shall remain in any case fully liable towards FOMAS for the actions and omissions ascribable to the subcontractors and relevant further subcontractors (if any).

12.4. Supplier may assign (including by change of ownership or control, by operation of law or otherwise) the Agreement or the rights and obligations arising therefrom to third parties, including relevant affiliates, with the prior written consent of FOMAS only. Specifically, without the previous written consent of FOMAS, the Supplier cannot transfer to third parties, either in whole or in part, in any manner whatsoever, receivables owed towards FOMAS pursuant to an Order. In case of violation of this obligation, the Supplier undertakes to indemnify and to hold FOMAS harmless in full for any claim third parties may raise as transferees of the receivables. In any case, FOMAS shall oppose them the exclusion of the transferability of said receivables, this making the transfer null and void.

11.5. 不得将因违反本协议和/或订单而引起的任何索赔或诉讼视为全部或部分放弃，除非受损方签署适当书面声明对此类放弃予以证明。

12. 本协议的分包和转让

12.1. 未经弗马斯事先书面同意，供应商不得将产品生产和/或提供服务全部或部分分包给第三方，包括其任何关联公司，即属于供应商集团且供应商集团对其具有控制关系的其他实体。

12.2. 在不影响第 12.1 条规定的情况下，明确排除进一步分包关系，但在有具体和正当理由的情况下，供应商无法直接进行的特定活动除外（在任何情况下，须经弗马斯事先书面同意）。

12.3. 在任何情况下，供应商仍应对分包商和相关进一步分包商（如有）作出的或未作出的行为向弗马斯承担全部责任。

12.4. 供应商可以将本协议或由此产生的权利和义务（包括通过所有权或控制权的变更、法律的实施或其他方式）转让给第三方，包括相关关联公司，但须事先获得弗马斯的书面同意。具体而言，未经弗马斯事先书面同意，供应商不得以任何方式向第三方全部或部分转让根据订单供应商应向弗马斯收取的应收款项。如果违反该义务，就第三方作为应收款项受让人而提出的任何索赔，供应商承诺对弗马斯进行赔偿，并使弗马斯免受损害。在任何情况下，弗马斯都将排除上述应收款项的可转让性，从而使转让无效。

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13. Confidentiality

13.1. The Agreement and, in general, any and all information and documents pertaining to a Party are strictly confidential (the “**Confidential Information**”). Each Party undertakes not to reveal, directly or indirectly, such Confidential Information to third parties without the previous written authorization of the other Party, thus remaining liable for any damage whatsoever depending on the breach to such undertaking.

13.2. Confidentiality undertakings shall not apply to Confidential Information, or to part thereof, which:

- a) are under public domain at the moment of communication to the other Party;
- b) after their communication to the other Party have become of public domain for a reason not constituting a breach, by either Party, to the undertakings set forth in this article; or
- c) Have been communicated or divulged pursuant to a lawful order of any competent authority or pursuant to an obligation set forth by law.

13.3. Provisions above shall remain in force for 2 (two) years after the termination of the Agreement, whichever the reason.

14. Data protection

14.1. The Supplier represents to have read the Privacy Notice provided by FOMAS and to understand its content. The Supplier undertakes to submit the Privacy Notice to its employees, consultants and/or to any other individuals whose personal data may be processed by FOMAS for the performance of the Agreement, hereby undertaking any and all liabilities and holding FOMAS harmless from any prejudice may arise from the breach of this clause.

13. 保密条款

13.1. 本协议的当事方应对本协议以及与另一方相关的任何及所有信息和文件严格保密（“**机密信息**”）。双方承诺，未经另一方事先书面授权，不直接或间接向第三方透露此类机密信息，并承担因违反此类承诺而造成的任何损失。

13.2. 保密承诺不适用于符合以下条件的机密信息或部分机密信息：

- a) 在向另一方传达时已处于公共领域的信息；
- b) 非因任何一方违反本条所述的承诺，在向另一方传达后进入公共领域的信息；
- c) 已根据任何主管当局的合法命令或法律规定的义务传达或泄露的信息。

13.3. 无论本协议因何原因终止，上述规定在本协议终止后两（2）年内有效。。

14. 数据保护

14.1. 供应商声明已阅读弗马斯提供的隐私声明并理解其内容。供应商承诺向其员工、顾问和/或其他个人传达隐私通知，弗马斯在履行本协议时可能会对其个人数据进行处理，供应商据此承担任何及所有责任，在供应商违反本条规定时，使弗马斯免受损害。

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14.2. If necessary, the Parties shall formalize a proper data processing agreement pursuant to the Network Security Law of the People's Republic of China and the EU Regulation 2016/679 (“GDPR”).

14.3. Without prejudice to the foregoing, the Parties should undertake to comply with respective applicable data protection rules including the GDPR, Legislative Decree of August 10th, 2018 no. 101, as amended, as well as the provisions issued by any competent authority.

14.4. FOMAS Group appointed a DPO, for any question about how your personal information is processed please contact privacy@fomasgroup.com.

15. Notices

All communications between the Parties shall be made in writing, drawn up in Chinese, or in English language and sent to the other Party via registered mail with return receipt, certified e-mail or ordinary e-mail with delivery confirmation to.

16. Severability

If any of the provisions of the Agreement is declared void, null or annulled by any competent authority, such provision shall be deemed as unwritten, while all the other provisions shall remain in force. The Parties undertake to negotiate in good faith a new clause, to replace the annulled one.

17. Tolerance

Tolerance of a Party with respect to behaviors of the other Party in breach of the provisions set forth in the Agreement shall not imply the waiver to the rights deriving from the breached provisions, nor to the right to ask for the exact fulfillment of all the obligations pursuant to the terms and conditions set forth thereto.

14. 2. 如有必要，双方应根据《中华人民共和国网络安全法》和欧盟第 2016/679 号法规（“**通用数据保护条例**”）的规定，正式签订适当的数据处理协议。

14. 3. 在不影响前述规定的前提下，双方应承诺遵守分别适用于自身的数据保护规则，包括通用数据保护条例、经修订的 2018 年 8 月 10 日第 101 号法令以及任何主管当局发布的规定。

14. 4. 弗马斯集团任命了一名数据保护官，如果您对如何处理您的个人信息有任何疑问，请联系 privacy@fomasgroup.com。

15. 通知

双方之间的所有通信均应以书面形式进行，用中文或英文书写，并通过带回执的挂号邮件、经认证的电子邮件或带送达确认的普通电子邮件发送给另一方。

16. 可分割性

如果任何主管当局宣布本协议的任何条款无效、失效或作废，则该条款应被视为未起草的规定，而所有其他条款应继续有效。双方承诺本着诚意原则协商新的条款，以取代被废除的条款。

17. 宽容

如果一方宽容另一方违反本协议条款的行为，不暗示该方放弃就被违反条款的权利，也不暗示该方放弃要求另一方按照相关条款和条件严格履行所有义务的权利。

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18. Code of Ethics and Organizational, Human Rights Policy and Management and Control Model of FOMAS Group

18.1. The Supplier:

- a) Represents to know and to have examined the Code of Ethics, the Human Rights Policy and the Supplier Code of Conduct adopted by FOMAS Group both available at www.fomasgroup.com;
- b) is aware that the Code of Ethics is, among other things, a compulsory general principle of the Organizational, Management and Control Model adopted by FOMAS Group, pursuant to the Italian provisions on the “*administrative liability of legal entities deriving from offences*” set forth by Legislative Decree no. 231 of June 8, 2001, as well as that it illustrates the internal dealings on which FOMAS Group bases its business management; and
- c) undertakes to comply with the principles set forth in the Code of Ethics, in the Human Rights Policy, in the Supplier Code of Conduct as well as with the provisions of the Management and Control Model of FOMAS Group and, therefore, those of Legislative Decree no. 231 of June 8, 2001 on which the Model is grounded.

18.2. The Supplier is available to allow controls by the Monitoring Body of FOMAS, upon previous agreement as for the timing and modalities, to be carried out either directly by FOMAS’ internal functions or by third party experts specifically entrusted with such task.

19. Entire Agreement

19.1. The Agreement, with such documents expressly incorporated by reference, is intended as a complete, exclusive, and final expression of the Parties’ agreement with respect to their content. There are no further representations, understandings, or agreements, written or oral, which are not included herein.

18. 弗马斯集团道德准则、人权政策及组织、管理和控制模式

18.1. 供应商:

- a) 声明了解并已审查弗马斯集团采用的《道德准则》、《人权政策》和《供应商行为准则》，详情可登录 <https://www.fomasgroup.com/>;
- b) 知悉《道德准则》是弗马斯集团采用的组织、管理和控制模式的强制性一般原则，符合意大利 2001 年 6 月 8 日第 231 号法令“法律实体违法行为的行政责任”的有关规定，并且解释了弗马斯进行业务管理所依据的内部交易；并且
- c) 承诺遵守《道德准则》、《人权政策》、《供应商行为准则》以及《弗马斯集团管理和控制模式》中规定的原则，因此也遵守该模式所依据的 2001 年 6 月 8 日第 231 号法令的规定。

18.2. 在事先就时间和方式达成一致的情况下，供应商可允许弗马斯监督机构对其进行检查，直接由弗马斯内部职能部门或专门委托的第三方专家进行检查。

19. 完整协议

19.1. 本协议，连同以提及方式明确纳入的文件，旨在作为双方就其内容达成一致的完整、排他性和最终表述。本协议中不含任何进一步声明、谅解或约定。

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/审核人: Marco Nuccio - 供应链总监

/审批人: Jacopo Guzzoni - 总裁兼集团首席执行官

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弗马斯

BAY-FORGE
BAY-FORGE

ASF0
弗马斯 ASF0

FOMAS USA
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FOMAS DALIAN
弗马斯大连

HOT ROLL
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MIMETE
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19.2. These Terms and Conditions are drawn up in Chinese and English. In case of any inconsistencies between the two versions, Chinese version shall prevail.

20. Special commercial terms

20.1. Without prejudice to these Terms and Conditions and the Order, depending on the circumstances, FOMAS and the Supplier may set specific additional characteristics that the Products and/or the Services must have, as well as particular terms and modalities concerning other aspects of the supply, such as for instance criteria for the determination of the Price, processings to be carried out on the Products, rights of exclusive, etc. (the “**Special Commercial Terms**”). The Special Commercial Terms shall be defined by the Parties in a proper separate document and shall be an essential part of the Agreement.

21. Applicable law and jurisdiction

21.1. The Agreement is subject to Chinese law.

21.2. In case of any dispute regarding the interpretation, validity, execution, and termination of the Agreement, and if an amicable solution cannot be found, the decision over the dispute shall be deferred to the local people's Court of Dalian that is the competent court for this kind of dispute, for settlement.

19. 2. 本条款和条件是以中文和英文起草的。如果两个版本有不一致之处，应以中文版为准。

20. 特别商业条款

20. 1. 在不影响本条款和条件以及订单的情况下，弗马斯和供应商可根据具体情况设定产品必须具备的其他特性，以及与供应的其他方面有关的特殊条款和方式，例如定价标准、产品加工、排他性权利等（“**特殊商业条款**”）。特殊商业条款应由双方在一份适当的单独文件中确定，并应成为本协议的重要组成部分。

21. 适用法律和管辖权

21. 1. 本协议受中国法律管辖。

21. 2. 如果就本协议的解释、有效性、执行和终止出现任何争议，且无法找到友好解决办法，则应提交辽宁省大连市人民法院，这是处理此类争议的主管法院诉讼解决。

/供应商

/明确接受以下条款：

2. 4. ; 2. 5. ; 3. 4. ; 3. 7; 3;8; 5. 2. ; 6. 3. ; 6. 9. ; 7. 2. ; 8. 1. ; 10; 11. ; 12. ; 14; 21.

/供应商

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