



GENERAL PURCHASING SPECIFICATIONS

NOTE: The following General Requirements are part of the Purchase Order and are considered accepted with the P.O acknowledge.

Annex to the P.O.
All. 56F_EN
Rev 02/2026

Application

These "General Terms of Supply" apply to all "Purchase Orders" (hereinafter indicated as "Order") issued by M.P.G. Instruments (hereinafter "MPG" or "Purchaser"), in compliance with the rules mentioned in the Code of Ethics adopted by the Company, to all "supplier companies" (hereinafter "Supplier") whether they be suppliers of "Goods/Products and/or "Services"; except for cases where the "Purchase Order" itself refers to further specific agreements with the supplier reported in the order.

If the order is issued to a representative or agent, the latter undertakes to apply all the general quality assurance requirements listed below to the Supplier/Manufacturer effectively supplying the goods/services.

Accepting the order

MPG requires the supplier to formally accept the order within fifteen (15) days of the purchase order being issued, by returning the "Order Confirmation" signed by an authorised representative of the supplier itself. If MPG should not receive the Order Confirmation duly signed by the term established, MPG reserves the right to revoke it without the supplier applying any penalty or taking action against MPG. Moreover, with formal acceptance of the order, the Supplier undertakes to supply the product/service to MPG under the terms and technical, economic conditions established in the order.

Accepting the Product/Service

MPG reserves the right to only accept the product post "incoming Inspection" carried out, unless indicated otherwise, in MPG when the product itself is received. The product will be considered as not accepted even in a case of partial deliveries not established in the order.

Price

The price agreed for the supply of goods or services is indicated in the order and always includes delivery of the goods or term for carrying out the service. Furthermore, it may not be reviewed for any reason whatsoever

Invoicing

The supplier must issue an invoice and send it to the MPG administrative office in Rome, after delivering the goods or service, duly filled in indicating order and transport document details. Each invoice must refer to products/services of a single order reporting the list of items in the same progression indicated in the Order.

Terms of payment

Terms of payment start from when MPG accepts the product or service. No payment will be made if materials or services are delivered only partially and this is not foreseen in the order, or for goods or services that cannot be used by MPG due to defects of form and/or lack of documentation established in the order.

Intellectual property rights

With respect to the Goods and any other assets transferred to the Company as part of the Services under this Agreement, including, among other things, the Deliverables or any part thereof (i.e. NRE), the Supplier warrants that it has full, clear and free title to all such products, and that on the date of supply thereof to the Company, it has full and unlimited right to sell and transfer them to the Company for its subsequent supply to (and use by) third parties.

Quality Requirements – Conformity of Products and Services

The supplier guarantees that the products/services are implemented in a workmanlike manner and comply with technical specifications supplied by MPG. The Supplier also guarantees full conformity of Products/Services supplied with national and community laws applicable to them and undertakes to hold the Company harmless of any damage occurring, to the Company or third parties through any discrepancies. In particular the supplier guarantees full conformity with safety and environmental compliance, and workplace health and safety; as well as compliance with Technical Standards applicable to the Products/Services and quality requirements communicated by the Company. At the time of delivery or termination of the Products/Services, the Supplier shall deliver a copy of accompanying documents to MPG, in particular the "Declaration of Conformity", the "Statements/Certificates" issued by Certification Bodies or by third party bodies pursuant to laws in force, of an Operation/Maintenance manual and any other document specifically requested by MPG and indicated in the order.

For the entire Order duration, the Supplier must guarantee and maintain application of the Quality System level acknowledged when the Order was stipulated and related to the specific qualification purpose.

In compliance with requirement 8.1.4. EN 9100: 2016 regulating the prevention of supply of counterfeit parts, all material must always be delivered with a Certificate of Conformity to Order requirements according to "Annex B" of AQAP-2070. Materials supplied by "Resellers/Distributors" must be delivered with Certificate of Conformity and copy of the Manufacturer's Certificate of Origin. The supplier must take every possible action to prevent the supply of counterfeit parts.

The supplier must also ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

For the supply of military material (Ref. AQAP 2110 Para 7.4.2 and AER-Q-2110 Para 7.4.2), all contractual requirements of the Order in question may be subjected to Governmental Quality Assurance (AQAG). Said AQAG activity shall possibly be notified by the designated Authority and shall imply adequate communication to the Supplier by MPG.

For the supply of material to AS&D industry, all contractual requirements of the order in question shall comply with para 8.4.3 AS9100:2018, AS9110:2018 and AS9120:2018.

All supplies must comply with MPG's Sustainable Procurement Policy, as defined in Module 166, and align with the principles and standards set out in the Supplier Code of Conduct, as established in Module 165. The supplier must ensure the adoption of suitable practices, policies, and controls to guarantee compliance with these requirements throughout the entire supply chain.

For all products and special processes that alter the surface chemical composition, the supplies must comply with the requirements established by the REACH Regulation (EC 1907/2006) and the RoHS Directive (2011/65/EU and 2015/863), ensuring the absence or proper control of restricted substances. Such compliance shall be certified either through a declaration integrated into the supplier's Certificate of Conformity (CoC) or provided separately by means of an appropriate document.

For all products containing tungsten, tin, tantalum, gold, and cobalt minerals, supplies are subject to compliance with the regulations on Conflict Minerals, in accordance with Regulation (EU) 2017/821 concerning minerals originating from conflict-affected and high-risk areas. The supplier shall ensure the adoption of appropriate policies and procedures and, when requested, provide a suitable declaration of conformity.

Configuration and Management of Documentation

The supply must be managed and implemented in compliance with the configuration requested in the Order and be made traceable through the Supplier's configuration process. The Supplier must guarantee management of technical and commercial documentation belonging both to itself and to MPG. Confidentiality and conservation for both must be guaranteed for at least five years from the end of supply.

Technical Modifications

The supplier will have no right to modify or make variations to the Products/Services compared to what is specified in the order issued by MPG or reported in the technical specifications, without prior written approval from MPG. That approval may only be given with an order variation signed by both parties. Costs connected to any technical modification of Products/Services, that could become necessary or opportune to enable the supplier to fulfil obligations in the Order, shall be entirely the supplier's liability.

Equipment and Materials owned by MPG

Any equipment/component owned by MPG transferred to the supplier for control and/or integration purposes when making the product ordered shall remain the exclusive property of MPG. That equipment/component may solely be used by the supplier to carry out the orders in progress. The supplier is responsible for keeping and entering it in its goods charge/discharge registers.

Right to Access Supplier premises

MPG personnel and/or personnel appointed by it, including his appointed Customer or relevant authorities has the right to inspect the supplier during working hours and with at least three days prior notice; this to check how work on the Product/Service is progressing, that all obligations undertaken by the supplier are being fulfilled correctly, and that regulations on safety, confidentiality, labour regulations are being respected.

Delivery of material

All material sent to MPG must be conserved and packed related to the means of transport used and sent in accordance with Order requirements or, when not specified, in accordance with the best commercial regulations (Ref. MIL-P-116). For material expiring, at least ¾ of maximum lifespan must be guaranteed. Calibration Certificates/Reports must be dated just prior to shipment.

Unless agreed otherwise, packaging and transport/delivery costs are the Supplier's sole liability. The risk of loss and/or damage to goods transported is entirely the Supplier's liability.

If the delivery involves base unit products with accessories, they must be suitably labelled.

Check of procured product and its warranty

Unless stated otherwise in the order, MPG reserves the right to check that the product received is consistent with the order issued, on receipt of the material c/o its offices, by checking supply completeness in terms of items and relative documentation; besides a control of technical/operative performance. Any non conformity found in any of the above mentioned parameters, de facto blocks delivery and any aspect linked to it, see payments/execution of order.

The supplier guarantees its full ownership of products sold and sale legitimacy. As indicated above, the products are not considered as accepted if MPG has not checked them.

Withdrawal/Penalties

MPG has the right, at its unquestionable judgement, to withdraw from the contractual relationship established with the Order at any time; with prior notice to be communicated to the supplier by registered letter with notice of receipt at least sixty (60) days before the withdrawal data becomes effective. From the effective withdrawal date, the supplier shall stop supplying the Products and/or Services making sure that said termination implies no damage for MPG. It is understood by the parties that if MPG should withdraw, the Supplier will have no right to any indemnity and/or compensation.

Force Majeure circumstances excepted, if the Supplier should not deliver the Products/Services within the terms established in the Order, MPG reserves the right to apply, in addition to and with no prejudice for any right to termination and compensation for further damages, a penalty of 2 per cent (2%) of the price of Products or Services not delivered for each week's delay, or part of it, up to a maximum of 15 % of the Product or Service not delivered.

Obsolescence

The supplier specifically declares that the supply is not subject to obsolescence with a prior analysis carried out before the Order is issued by the Purchaser. For the entire Order duration, the Supplier is responsible for checking, managing and solving any obsolescence problem and undertakes to inform the Purchaser of parts and/or systems subject to obsolescence, suggesting solutions that can remedy and/or manage said obsolescence and taking on the relative expense liability.

Supplier Obligations

The Supplier undertakes to respect all regulations regarding salaries, social security and remuneration.

Record-keeping by the Supplier

Suppliers are required to keep Product Conformity recordings for 10 years.



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Sustainable Practices

Our company is committed to promoting sustainable practices throughout the supply chain. For this reason, we require our suppliers to adhere to the following principles:

1. Respect for the Environment: Suppliers must adopt practices that reduce environmental impact, such as the efficient use of resources, proper waste management, and the adoption of low-impact technologies.
2. Ethics and Human Rights: It is essential to respect human rights and decent working conditions, avoiding child labor and forced labor, and ensuring a safe and healthy work environment.
3. Responsible Resource Management: Suppliers must commit to using resources responsibly, promoting sustainable procurement practices, and reducing waste.
4. Transparency and Compliance: Suppliers are required to be transparent about their practices and comply with all applicable sustainability, environmental, and human rights regulations.
5. Continuous Improvement: We expect suppliers to commit to continuously improving their sustainable practices, collaborating with us to achieve shared goals.