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1 Purpose

To define the principles regulating the relationship between OMR/and its Suppliers of services or products in terms of the requested quality and reliability for services and products supplied externally and to integrate this within the General Purchase Terms and conditions cited at the bottom of the purchase orders. Illustrate the relationship with the Supplier by defining and dividing the internal/external operative competencies starting from the development of a new product.
OMR reserves the right to require Suppliers to conform to specific requests made by the Final Customers.
Clarify requests to the Supplier for the development and implementation of the tools needed to manage, plan, verify and document control of the products/process by guiding the Suppliers in using suitable means and resources for obtaining and maintaining, with reasonable certainty, conformity to the specific technical requirements of OMR and the Final Customers.
These Specifications apply to all Suppliers who directly deliver materials / services. Some requirements are specific and apply only to products intended for automotive applications, in accordance with the IATF 16949: 2016 standard and the CSRs of its customers.
The Supplier's General Terms and Conditions of Sale shall not apply to Supply Agreements.
By signing this, the Supplier undertakes to comply with the rules contained in the Code of Ethics and in the Organization and Management and Control Model published on the OMR website (https://www.omrautomotive.com); it also undertakes to comply with the provisions and published on the same website regarding sustainability and to comply with all general communications of interest to suppliers.

2 Quality management system

The Supplier shall guarantee and maintain a quality management system according to the international standards in effect (UNI EN ISO 9001 latest edition, namely 2015) and the relative technical specifications of the sector (ISO/TS 16949 latest edition, namely 2016).
New Suppliers that do not have UNI EN ISO 9001 certification can be used only if approved by OMR's Customer. The joint request for approval/evaluation with the Customer is made during the product/process development/modification phase and formalized in the product/process approval documentation (PPAP).

New Suppliers with UNI EN ISO 9001 certification can be used in the case of “small” Suppliers (on the basis of volume, budget, number of employees at the company) if assessed by OMR according to a check list in compliance with UNI EN ISO 9001:2015 or IATF 16949:2016 at least (for automotive products if approved by the Customer).

OMR requires its suppliers of automotive products and services to develop, implement and improve a quality management system (QMS) with the ultimate goal of obtaining certification in accordance with the IATF 16949 standard.Using the risk analysis model, OMR defined the minimum acceptable level of QMS development and the QMS development targets for each supplier. Unless otherwise authorized by the customer, the minimum acceptable initial level of development of the supplier's QMS is ISO 9001 certification.Based on current performance and risk analysis from a customer perspective, the goal is to bring suppliers through the following QMS development progression:

a) ISO 9001 certification through third party audits; unless otherwise specified by the customer, OMR suppliers must demonstrate compliance with ISO 9001 by maintaining a third party certification issued by a certification body, bearing the logo of the accreditation body of an IAF MLA recognized member (International Accreditation Forum Multilateral Recognition Arrangement), and where the main purpose of the accreditation body includes the certification of management systems in accordance with ISO / IEC 17021;

b) ISO 9001 certification with compliance with other customer-defined quality management system requirements (such as Minimum Automotive Quality Management System Requirements for sub-suppliers (MAQMSR) or equivalent), through second-party audits;

c) ISO 9001 certification with compliance with IATF 16949 through second party audits;

d) 16949 certification through third-party audits (IATF 16949 third-party certification from the supplier, valid, issued by a certification body recognized by the IATF).

Note: the minimum level of acceptability of the development of the QMS in accordance with ISO 9001 through second party audits is acceptable if authorized by the OMR Customer.

3 Observance of health, safety and environmental regulations / control of processes / products outsourced (outsourcing)

The products and/or materials and/or services and processes used for manufacturing the products/components/services for OMR must conform to the applicable laws/regulations in force in the country of manufacture, shipment and sale.
The Supplier must also guarantee total conformity to provisions concerning the environment, electricity, electromagnetic activity, radioactivity and the relative rules for health and the safety of the product/component/service.
The Supplier must guarantee, within its own premises, to have a process of providing information to the entire company about the product and the responsibilities of the company in case of a defective product.
The Supplier must guarantee product conformity to the standards imposed by European Directive 2000/53/CE and the relative Appendix II or its international equivalent. This declaration must be sent during the sampling phase of a new product or if modifications are being made to an active product involving the materials of at least one of the components making up the finished part.

- Suppliers must guarantee correct management of the aspects relating to the Environment / Health, safety at work in which they are involved and comply with the relevant applicable laws / regulations at their production sites / plants. They must also comply with current legislation and the practices defined by OMR if they go to OMR's sites.The Supplier must comply with OMR's environment and health and safety at work (HSE) policy.All OMR Suppliers must apply an environmental management system within their offices according to the ISO14001 latest edition / EMAS regulation or equivalent, preferably obtaining third party certification.All OMR Suppliers must also apply an effective management system for health and safety at work according to the ISO 45001 latest edition or equivalent, preferably obtaining third party certification.If it deems it necessary as part of a process of continuous improvement and sustainability / control of its supply chain (outsourced processes), OMR reserves the right to audit the sites of its suppliers and / or introduce control and / or monitoring / information request systems in the field of health and safety at work and / or the environment.The type and extent of control that will be applied will take into account: the ability of the external organization to meet the requirements of OMR's HSE management system, the potential effect that the process or function outsourced has on OMR capacity to achieve the expected results of its HSE management system; the extent to which the process or function outsourced is shared and the possible opportunities for improvement, risk control / reduction / elimination of HSE hazards / impacts along the downstream supply chain.OMR ensures the absolute confidentiality and confidentiality of all information it becomes aware of.The details provided must comply with the product regulations / legislation also relating to the Environment / Health and Safety at work in the country in which the establishment to which they are intended is located and in the country in which they are manufactured as well as in the country of the end customer to whom OMR will deliver. The supplier must consider the world as a delivery destination (wordlwide). At the time of sampling and / or delivery or at the request of OMR (without additional costs) the Supplier must:
- Send documentation relating to compliance with regulations / legislation (where mandatory attached to the product)
- Send documentation relating to compliance with regulations / legislation (if contractual requirement)
- Send documentation relating to compliance with regulations / legislation (subsequent request but mandatory by law)
- Send documentation regarding any chemicals that may be present in the products;
- Enter the information regarding the elementary composition of the materials making up the products/components into the I.M.D.S. (International Materials Data System) (I.M.D.S. http://www.mdsystem.com);
- Communicate the use of restricted substances (according to the provisions of CE 1907/2006): No substance belonging to this category can be supplied without prior authorization from OMR;
- Communicate the possible presence, in the products supplied to OMR, of restricted substances in subcontracted articles or products.

4 Purchase of spare parts for marketing (Regulation (EC) no. 461/2010 and changes, amendments and supplements

The “spare parts” purchased for marking on the “spare parts market” (aftermarket sales) must be at least “spare parts of matching quality” intended for the maintenance and repair of vehicles in accordance with vehicles in accordance with (EU) Regulation no. 461/2010 of the Commission date May 27,2010 relative to the application of article 101 section 3 of the treaty on the functioning of the European Union to categories of vertical agreements and concerted practices in the motor vehicle sector and subsequent modifications / supplements (spare parts of matching quality as per article 20 of the Commission Communication “Additionnal

"guide lines on the subject of vertical restrictions in agreements for the sale and repair of motor vehicles and for the distribution of spare parts for motor vehicles"- 2010/C 138/05).

These products (spare parts) can be used for the repair and maintenance of the car even during the warranty period without said use being able to constitute a reason for the revocation of the manufacturer's warranty as provided for by Regulation 461/2010 and subsequent modifications and supplements.

Alternatively, the supplier is called to respect the international equivalents to the above European regulations, and must ensure that the "spare parts" comply with all the laws applicable to the production and sale of the spare parts themselves.

5 Conflict Minerals

On August 22, 2010 for the purpose of actuating the requisites pursuant o Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the US Securities and Exchange Commission (the "SEC") issued definitive rules in connection with tin, tantalum, tungsten and gold also known as "conflict minerals" . These are conflict minerals that directly or indirectly benefit any armed group in countries afflicted by conflict (covered countries) that are the Democratic Republic of Congo ("DRC") and countries that share a recognized border with the DRC that at present includes Angola, Burundi, Central African Republic, Rwanda, South Sudan, Tanzania, Uganda and Zambia.

The products supplied to OMR must be "DRC Conflict Free). The term "DRC Conflict Free" means that the products necessary for their functionality or production must not contain minerals deriving from countries afflicted by conflicts and that therefore directly or indirectly finance or benefit any armed group in the countries involved.

Conflict materials that come from recycled or reject sources are considered to be DRC Conflict free.

Suppliers in all the regions must supply – if so requested – documentation or other information regarding the origin of the minerals tin, tantalum, tungsten and gold or other materials that might e designated in the future by the American Secretary of State (collectively known as "Conflict Minerals") that are contained in any product sold by OMR in order to allow OMR to respect the obligations deriving from the standards and regulations of the Securities and Exchange Commission of the United States or government agency, or required by the customer.

6 Certificates of origin/ customs documentation

In the case of deliveries within the EU, the supplier at the request of OMR shall supply a binding declaration on the origin of the goods, in accordance with customs regulations (countries of origin and preferential). The supplier returns the required form within fourteen days. By way of exception declarations regarding the references of the origin / preferential tariffs can be accepted on the invoice if accepted by the Procurement Office/Administration. The Supplier shall promptly notify OMR of every modification to the declarations already presented (particularly as they concern countries of origin and the preferential status). The supplier is responsible for any cost incurred by OMR due to the delay in any declaration or the non-presentation of a declaration. When in doubt the supplier is responsible for clarifying any unclear points with the customs authorities or the chambers of commerce involved. If necessary, the supplier at the request of OMR shall present a data sheet confirmed by the competent customs authorities supporting is declaration.

7 Technical documentation from the Supplier

The Supplier must stay updated on and apply all provisions that guarantee the quality and reliability of the products destined to OMR, such as: drawings, mathematical models, production cycles, control plans, quality management system documentation, regulations, the technical specifications from OMR or the Final Customer including the CSRs and OMR's operating instructions according to stipulations cited on the order. Suppliers who work with IT support or mathematical models must make sure they are capable of managing the programming languages sent/requested by OMR or by the Final Customer, especially if native languages; moreover, the Suppliers must be in a position to propose/manage possible changes to the original language supplied by OMR or by the Final Customer. The supplier must transmit in cascade all applicable technical and statutory / regulatory requirements and the special product and process characteristics (key information) along the downstream supply chain of its applicable production process, to the level of production process where the special characteristics are realized and the technical and statutory / regulatory requirements are applicable

8 Technical information from OMR

UA OMR sends Standards, Specifications, Tables, etc periodically and/or upon request to the Supplier.

In the case of any change to the aforementioned documentation, the Supplier is required to evaluate the impact on the product/process and report any variations in the existing contractual terms and conditions to UA OMR; if no notification is received within eight days, UA OMR will consider the existing terms and conditions as valid.

9 Preliminary feasibility analysis

In the case of new products/processes, the Supplier must first reassure OMR of its capability to make and industrialize the product in conformity with all the Technical Specifications and volume levels required, ensuring that the manufacturing processes are capable of processing the supplied products. Feasibility analysis must be performed in the bidding phase and OMR must be notified about any problems in finding the materials, executing the production process or any difficulties in maintaining the required characteristics.
If the analysis requires a MODIFICATION REQUEST, it must be sent to the Purchase Office which will then send it to the appropriate bodies.

Depending on the outcome of the request, the Supplier can continue analyzing for the bid.

Following acceptance to supply of a product by means of an official order made by OMR, the Supplier must supply a detailed Gantt chart (preferably in both Italian and English and in any case at least in English) of the development and industrialization of the product that ensures that the volumes, sampling dates and qualitative requirements will be met.

Moreover, it is repeated that all the requirements for modification/improvement that emerge during the advanced industrialization phase advanced by the supplier and that need the approval of OMR/Final customer must not impact on project times namely they must not cause the dates agreed for sampling to be missed unless so authorized by OMR in writing.

For (aluminum, cast iron, cast or pressed or forged steel) smelting suppliers it is then required and recommended unless indicated differently or excepted by OMR to use casting, pressing or deformation simulation techniques… to prevent/minimize product quality problems and to share these techniques with OMR. The Supplier shall through the outputs of the simulations give evidence beforehand of the ability to meet product requirements in terms of: internal smelting integrity, absence of metallurgical defects, guarantee of the resistance of parts to be pressed concerning the mechanical and/or functional characteristics of the jet.

10 Classification of characteristics

Each product characteristic is attributed a class of importance determined by its possible effect on the product due to a deviation from the technical instructions. This classification is indispensable in defining the quality level to attribute to each single characteristic (thereby steering the Supplier towards choosing the most suitable production processes that lead to a more rational/targeted distribution of the controls).

POSSIBLE EFFECTS ON PRODUCT CAUSED BY A DEVIATION FROM THE TECHNICAL INSTRUCTIONS	CLASS OF IMPORTANCE	SYMBOL ON THE DRAWING	
		CUSTOMER	*OMR*
Deviation from the specification instructions can jeopardize the efficiency and/or utilization of the product (in terms of safety and/or conformity to legislation)	REPORT	Customer specifications	▽
Deviation from the specification instructions can jeopardize the efficiency and/or utilization of the product (in terms of function, performance, reliability, induced costs, image, etc...)	CRITICAL	Customer specifications	C
Deviation from the specification instructions can cause a partial reduction in the efficiency and/or usability of the product	IMPORTANT	Customer specifications	+
Deviation from the specifications and instructions can cause only minor inconveniences	SECONDARY	Customer specifications	-

11 Industrialisation and development

OMR recommends that the supplier uses the APQP (Advanced Product Quality Planning and Control Plan in accordance with the AIAG manual last edition) in its development and industrialization process unless indicated differently by the Final Customer.

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ISSUED BY:
Dalla Longa / Pretelli

APPROVED BY:
The General Management

12 F.M.E.A.

The Supplier of products made according to its own design must evaluate the causes and effects of potential defects in the product resulting from the design.

For the analysis of these potential defects, the Supplier must use the D.F.M.E.A. method in accordance with the latest edition of the AIAG-VDA manual.

The Supplier of Customer-designed products must evaluate the causes and effects of potential defects in the product resulting from the production process design.

For the analysis of these potential defects, the Supplier must use the P.F.M.E.A. method in accordance with the latest edition of the AIAG-VDA manual.

13 Definition of the production systems

The Supplier, though permitted to make autonomous decisions about how to develop the industrial system, is required to have the appropriate means to meet the product quality and reliability requirements and is also required to verify product adequacy and consistency over the course of production; this must be done by measuring process capability.

The methods for conducting the capability studies on characteristics defined as special are those found in the latest edition of the SPC AIAG manual unless otherwise indicated by OMR or OMR's Customer.

14 Definition of product/process controls

The Supplier is required to monitor the management of the production processes by controlling the parameters of the production process and the product characteristics according to a formalized Control Plan. This plan must include the prototype phases, pre-series and series, and must be made available to OMR at any time for verification of approval or for OMR to make modifications if deemed necessary.

The Control Plan and its contents must conform to the provisions of IATF standard 16949:2016 and Appendix A "Control Plan" for automotive product.
The Control Plan must be updated after receiving the results of the preliminary process capability studies.
Regarding the Control Plan, the following minimum indications must be provided:

- All controls required in the production process (set-up controls, approval controls, inspection controls, final controls, etc.);
- The identification of safety and control characteristics using the specific symbols shown on the drawing;
- The frequency of the controls, which will vary according to the process capability;
- The means of control used for each single measurement;
- Cp – Cpk processing, when required, with the record of the measurements taken;
- Reaction plan for nonconforming measurements.
- Test laboratory whit certificate according UNI EN 10204 type 3.1 on PPAP and/or layout inspection and minimum type e 2.1 on serial production. Layout inspection to be sent minimum yearly.

15 Reinforced control

OMR requires suppliers to apply a containment and reinforced control methodology (arriving a 100% checking) on particular occasions such as for example : prolonged downtime, resumption after collective holiday periods, new developments and/or modifications.

16 Special processes

OMR requires for products intended for automotive applications, in accordance with IATF standard 16949:2016 and the CSRs of its customers that the suppliers of processes defined as special (see the list below) to carry out checks of the process at least annually on its special processes including its possible suppliers through qualified auditors in accordance with the AIAG manuals listed below:

- CQ19 – Special process: Heat Treatment System Assessment
- CQ111 – Special process: Plating System Assessment
- CQ112 – Special process: Coating System Assessment
- CQ115 – Special process: Welding System Assessment
- CQ117 – Special process: Soldering System Assessment
- CQ123 – Special process: Molding System Assessment

- CQ127 – Special Process: Casting System Assessment

Documentation certifying the process checks carried out can be requested by OMR

17 Subcontracting chain

In cases where the Supplier decides to outsource its activity or products or production phases, the Supplier must first verify the suitability of the subcontractor, and then make sure the subcontractor has a Quality Management System in accordance with the terms and conditions of the present Technical Specifications. OMR reserves the right, in any event, to audit the subcontractors directly at any time and without notice.

In case of subcontracting the direct Supplier to OMR must first notify OMR; it must also list the subcontractors in the PPAP sampling documentation.

In relation to the secure management of information, the Supplier undertakes to ensure that OMR information that may be shared or made available to one or more Sub-Suppliers is managed in accordance with the provisions of the specific *Procedure for information management classified* in force. The Supplier must therefore ensure that its sub-suppliers assume obligations of confidentiality and correct data management at least equivalent to those assumed by the supplier itself towards OMR. The Supplier will indemnify and hold OMR harmless from any damage suffered as a result of the Supplier's or its subcontractors' failure to comply with the *Procedure for information management classified* and other obligations assumed regarding the confidentiality and security of information.OMR however reserves the right, at any time and upon notice, to carry out specific checks on these aspects, directly at the Sub-Suppliers.

When subcontracting, OMR's Supplier undertakes to sign contractual documents in compliance with the present supply specifications.

18 Devices for monitoring, measuring and analyzing data

The Supplier must have suitable devices for monitoring and measuring both quantity and quality in order to ensure that all the controls and trials have been carried out and to guarantee conformity of the product characteristics and process parameters referred to in the Control Plan.

The evaluation of the measuring and testing devices must be conducted in conformity with the standards given in the latest edition of the MSA AIAG manual.

These devices must also be kept under control as detailed in the IATF standard 16949: 2016 (routine testing and calibration).
In cases where there are no appropriate means for directly and autonomously conducting some of the controls, the Supplier can outsource the testing to an outside laboratory, which must be qualified in accordance with ISO/IEC specification 17025 or the national equivalent.

The Supplier must also know how to use the information produced by the monitoring and measuring devices in order to implement any preventive and/or corrective actions necessary to ensure that the supplied products conform to the Technical Specifications.

19 Internal identification of the product and FIFO

The Supplier must be able to:

- Identify the raw materials, semi-finished products, finished and approved products along the entire production flow;
- Identify and suitably segregate any “nonconforming” material throughout the entire production cycle;
- Manage the raw materials, semi-finished and finished products according to FIFO.

20 Packaging/transportation/identification of the product

The definition/decision regarding the product packaging system has a significant impact on the quality of the product itself.

It is the responsibility of the Supplier to inform OMR and use packaging that is appropriate for guaranteeing that all the products maintain their conformity up until use. This also applies to choosing a means of transport.

The Supplier must therefore adhere to the packaging specifications indicated on the purchase orders and inform the Quality/Purchase Offices before hand in cases of modifications that might jeopardize the receiving of material.
Each container must be identified with a label that must contain the at least following information: unique code; quantity; Supplier name; manufacturing lot/date (in any event according to the indications given by OMR/Final Customer); the aforementioned information must also appear on the d.d.t. along with the order number and the Supplier code and whether delivery is to be made after full-payment or prepayment. Packaging must be suitable and must protect the parts from impact, dents, rust and dirt. The degree of contamination contemplated in the specification/drawing must also conform.

The containers should not be overfilled to avoid damage to the parts during transport or packaging. Non-conform cases will be rejected.

21 Product and/or process modifications

The Supplier cannot make any modification to the product without prior formal written authorization from OMR and without internal risk analysis (Change risk managment).

If the Supplier wants to propose modifications to the product (to its own design or the design of OMR's Customer), the supplier must submit a written request to U.A. OMR documenting the reasons, requirements, advantages (by means of , for example, test simulations for smelting) and variations in price, if any.

In any event, changes can only be made after OMR has communicated its consent in writing.

The same applies to process modifications.

The Supplier must then send the PPAP documentation regarding the product/process modification introduced, indicating the lots that have been modified up until the non-modified production has been used up. Management of the phase-in and phase-out must be agreed upon with OMR logistics.

22 Exceptions

If the Supplier finds a nonconformity regarding the Technical Specifications of the product, it cannot deliver the product unless it has obtained prior formal written authorization from the OMR Quality Department. When requesting an exception, at least the following information must be indicated:

- The drawing number and part name;
- Nonconformity found regarding the specifications;
- Number of pieces involved in the deviation (or the duration of the deviation);
- Analysis of the causes and corrective actions to implement.

The OMR receiving department, upon verification of the feasibility, can grant an exception to the Supplier by can also require supplementary control actions and management by the Supplier. The Supplier is then required to deliver the material which is the subject of the exception and mark it appropriately with clear reference to the exception number granted by OMR on the packaging as well as on the shipping documents. Verbal requests for exceptions shall not be accepted. OMR has the right to ask for the opinion of the Final Customer regarding the exception request. "Suspect" material or material awaiting a decision about exceptional status can in no case whatsoever be counted in the production program.

23 Rework / Repairs

The rework / repairs and the recoveries of parts (see section "terms and definitions" standard UNI EN ISO 9001) are not allowed unless specified otherwise in the drawing or in specific standards referring thereto. If these activities are carried out, risk analysis, the method of implementation, the areas that can be recovered, the qualified personnel, the standards of checking and the limits of acceptability must be agreed with OMR and/or the Final Customer.
All the components subject to repair and subsequently judged acceptable must be marked indelibly in an area that is easy to find; those that are considered not to conform must be rejected / destroyed or rendered unusable. Reworked / repaired parts must be traceable both individually and in relation to the shipping documents (see also paragraph on deviation).

24 Impregnation

For parts subject to pressing, repairs through impregnation are permitted unless otherwise specified on the drawing or through specific standards. This procedure is only allowed on components that show signs of leakage below the impregnability limit during the tightness test (that must be defined with OMR for each specific component). The authorized impregnating products/processes are exclusively those that are qualified (e.g. in accordance with military standard USA MIL – 1- 17563 rev. C for aluminum components); they must anyway be declared and agreed with OMR. Multiple impregnations are not allowed unless otherwise specified on the drawing or in specific standards. The impregnated component must be marked indelibly in an area that is easy to inspect.
Punch marks, punching and brush strokes with impregnating liquid is not allowed.
All the costs associated with the activity of piece recuperation through impregnation are to be considered to be the responsibility of the supplier unless there are different commercial agreements in writiting.
OMR recommends and advises the suppliers to have the resources to map the zones of loss on the particular untreated and/or machined piece in order to promote the appropriate enhancement activities.

25 Recording and keeping test and trial results

The Supplier must record product and process audit results in accordance with the Control Plan and must make them available upon request to OMR and/or its Final Customer.

The records must be kept for the following amount of time, unless otherwise indicated:

- in cases of characteristics subjected to safety constraints, sanctions and laws: 15 years;
- in all other cases of controlled characteristics: at least two years.

26 Traceability of the product and safety parts

The Supplier must make sure the product is traceable so that, for each production lot, the following information can be identified unmistakably; manufacture date and results of the controls/trials to which it has been subjected.

OMR recommends and advises, especially for high volume production, the use of traceability systems such as labels, bar codes, QR codes, datamatrix better if laser or the equivalent to place on the individual pieces in order to guarantee unequivocal traceability. Position and syntax of the indentifying marks must be agreed with OMR.
For certain products indicated on the OMR documentation by the symbol ▽ (with report characteristics) or by another symbol used by the Customer, the Supplier must highlight these products and the relative characteristics on the specific documents (control cycle, control grid, documentation of the controls, etc.) with the aforementioned symbol or the Customer's symbol.
The Supplier must control the product/characteristics and the relative process by means and methods appropriate for guaranteeing 100% of conformity. The Supplier must also prepare a system to unmistakably identify and find the following information for each production lot: manufacturing date and results of the controls/trial to which it has been subjected as well as corrective actions, if any (minimum filing time 15 years).

Each lot must have the certificate of quality and conformity proving the conformity of the product and its characteristics as well as the lot traceability information.

27 Training

The Supplier must document training courses for employees in charge of special processes/controls. There must be (documented) support/training for newly recruited employees and there must be a job description indicating the duties of the employee for the production of products for OMR.

28 Maintenance

There must be a preventive maintenance plan for the machinery/systems and equipment and it must be implemented. There must also be a critical spare parts list.

29 Emergency plans

The Supplier must have suitable written emergency plans to deal with all unforeseen events that might jeopardize the continuity of supply to OMR. For products intended for automotive applications the emergency plans must be in agreement with requisite 6.1.2.3 of IATF standard 16949.

30 Sampling and approval of supplies

In accordance with the instructions in the PPAP AIAG manual (latest edition) it is emphasized that a new product or modified product must always be formally approved via written authorization. This authorization is granted on the basis of the results of the controls and trials certified by the Supplier and any further trials that OMR may decide to conduct on the samples.
The Supplier must present a sample/certificate in the following cases: changes made to a product; new equipment; remaking of equipment; negative judgment received by product at previous sampling; change of factory; modification to the process; modification of materials/subcontractors; modification of treatment; supply interrupted for longer than 12 months; correction of a nonconformity that was previously reported. The certificate must contain all the functional/dimensional/material/treatment characteristics as specified by drawings and/or standards cited within it.
The size of the sampling must refer to:

- Dies, shells and models: a number of samples equal to the number of cavities, impressions in the tool;
- Other components/processes: two samples (unless special requests are made).

After written approval of the sent samples, the Supplier can proceed with production and ship the product within the required deadlines and in the required quantities.
The documentation attached to the sample (CQC) must contain the following information (PPAP level 2; if other information is required, it will be indicated on the order or in a special written communication):

- Dimensional measurements;
- Laboratory tests on materials whit certificate according UNI EN 10204 type 3.1;
- Functional tests (if requested on the drawing).

In the case of safety parts (identified by ▽ on the drawing), the documentation must also indicate the following:

- The FMEA process;
- The control grid.
- SPC on safety characteristics or evidence of 100% checks

The Supplier cannot make any changes to the product or process without prior formal authorization from OMR.
The samples must be shipped separately, clearly marked, to the attention of the Receiving Approval Supervisor, affixing the completed identification cards (see "Label for Samples" Appendix) on all the sides of the packaging and indicating them on the delivery note together with all the documentation needed, otherwise the sample will not be considered as valid. In the case of incomplete or missing documentation, the Supplier will be charged the administrative costs sustained by OMR of €100 and also the cost of any supplementary controls, if needed, in OMR or at external laboratories. Even in the case of a negative or conditional OMR reserves the right to charge the Supplier with the internal and/or external laboratory costs it has incurred. The positive outcome of sampling is also a binding condition for payment of the equipment used, if any (see paragraph "Management of Equipment").

31 Quality regulations

The production process of the Supplier must be set up in compliance with the Technical Specifications and all the characteristics of the product must be classified and controlled, in particular regarding the capability objectives, according to the following criteria unless otherwise indicated by OMR's Final Customer:

For the safety characteristics 100% conformity is required, i.e. if under statistical control:

The Pp/Ppk indicators (short term capability) must be ≥2
The Cp/Cpk indicators (long term capability) must be ≥1.67

For critical and important characteristics:
The Pp/Ppk indicators (short term capability) must be ≥1.67
The Cp/Cpk indicators (long term capability) must be ≥1.33
In cases where the system/means of production is not quite qualitatively adequate, 100% controls must be introduced.

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For the other secondary and non-classified characteristics, compliance with certain allowances applies, in other words:
The Pp/Ppk indicators (short term capability) must be ≥1.33
The Cp/Cpk indicators (long term capability) must be ≥1
If the customer/OMR request and define same special control related to special characteristics the supplier must applied as request and agreed.

32 Testing conformity of supplies

OMR and or its customers shall be allowed to test the conformity of the products being supplied:

• At the Supplier's premises;

• At its own factories;

• At the premises of the Final Customer.

33 Qualitative nonconformities

Nonconformity generates a disturbance in the internal (OMR) or external (Customer premises) production system. When managing nonconformity, it is crucial that the Supplier support OMR in the problem containment phase as well as preventing it from repeating itself in the future. The primary necessity of OMR is to manage the problem with the Supplier.
When nonconforming material is found at the OMR factory, a document entitled "Supplier Nonconformity Document" is issued. The Supplier must intervene immediately and contact OMR's Receiving Approval Supervisor as soon as possible regarding:

- Short-term corrective or containment actions (within 24 hours after receiving the notification of nonconformity);
- The reason for the deviation;
- Medium long-term corrective actions and implementation times (within 10 days);
- Verification of the efficacy of the corrective actions;
- Identification of the first lot sent with the actions having been taken with a label that says “OK – REF. NCO No.” and an attached CQC.

The reject material remains at the disposal o the supplier for its collection for eight days after which OMR has the power to scrap the said material at the expense of the supplier, unless there are particular agreements that have been documented.
In case of no response or an unsatisfactory response, the material delivered by the Supplier after notification can be returned as a reject by OMR and/or selected at the expense of the supplier by OMR or external provider charged by OMR.
In case of severe nonconformities and/or repetitive nonconformities, OMR can request suspension of the self-certification of the Supplier and communicate it to a third-party system quality certification body. OMR will also begin the following procedures in order of increasing severity: CLS1, CLS2, suspension of supply, pulling out the Supplier. In more detail:
CSL1 procedure: certification of characteristic conforming to less than 100% by the Supplier for at least one month.
CSL2 procedure: certification of characteristic conforming to less than 100% by third-party body paid by the Supplier for at least one month (in case of severe and/or repetitive nonconformities and in case of nonconformities of characteristics under the CSL1 regime).
The “Exit criteria” for CSL1 and for CSL2 should be fixed for each case in terms of the time period/number of pieces to be certified at 100% conforming upon agreement between OMR and the Supplier. In any event, at least one consecutive month of controls must be performed and produce 100% conformity without finding any nonconformity whatsoever.
In case of violations of the CSL2 regime, OMR shall evaluate whether or not to suspend the supply or remove the Supplier.

34 Quantitative nonconformities

The Supplier must guarantee the quantitative conformity of the products shipped to OMR in relation to the transportation documents by implementing the appropriate controls and verifications at the time of shipping.
If OMR discovers quantitative nonconformities upon receiving the material, it sends an indication of nonconformity to the Supplier who is responsible for the handling costs for the amount of 30 euro and may, depending on the situation:

- Accept the differences in quantity and issue the appropriate indications for adjustment;
- Return the part of the supply that is excessive (with transportation costs charged to the Supplier);
- Request that the Supplier integrate the missing quantity (with transportation costs charged to the Supplier).

35 Selections and charges

In cases of nonconforming products, OMR can:

- Request that the Supplier control the material 100% before shipping, without charging OMR for additional costs;
- Request that the Supplier control 100% of the material at the OMR warehouse and/or at its Customer's premises without charging either for additional costs;
- In urgent cases or when the Supplier is unable, control directly or by means of third parties 100% of new material remaining in the warehouse at OMR and/or at its Customer's premises and charge the Supplier for the relative costs.

Qualitative and/or quantitative nonconformities attributable to the Supplier that generate disturbances to OMR and/or its Customers can lead to charges to the Supplier unless particular commercial agreements have been signed by both parties, in relation to:

- Fixed production costs associated with a stop in or slowing down of production in ratio to the lost production;
- Hours of labor for selections, repairs or supplementary operations;
- Cost of damaged material/components or unusable returns caused by the nonconformity or by attempts to salvage them;
- Cost of manufacturing and/or operations performed on the defective component;
- Charges to the Final Customer.

36 Inventory

The Supplier must have the already tested and approved products in stock with appropriate FIFO rotations that guarantee the continuity of supply according to OMR's schedules (from 15 days to one month of stock is recommended).

37 Evaluating the suitability of the Supplier

OMR has a documented process for supplier selection. The selection process includes:

a) an assessment of selected suppliers in the light of risks relating to product conformity and an uninterrupted supply of OMR products to the customers;

b) quality and delivery performance;

c) an assessment of the management system for supplier quality and Environment and Health and Safety at work (if necessary);

d) a multi-disciplinary approach to decision making; and

e) an assessment of software development potential, if applicable

f) an assessment of the Supplier's ability to correctly protect the data (personal and business) that are entrusted to him by reason of the assignment, respecting both the law on privacy protection (GDPR, Legislative Decree 196/2003 or related international equivalent) and voluntary standards adopted by OMR (Procedure for the management of classified information)

Other supply selection criteria that are considered include the following

- sales volume in the automotive field (in absolute terms and as a percentage of the total volume);
- financial stability
- products purchased, materials or complexity of the service
- technology required (product or process);
- adequacy of the resources available (e.g. personnel, infrastructures);
- scope for design and development (including project management);
- productive, qualitative capacity:
- modification management process:
- business continuity plan (e.g. preparation for disasters, emergency plans);

- logistical process;
- customer service.

Before stipulating any Supply Agreement with a new Supplier, the latter must have been evaluated positively by OMR (UA + AQ at least) by means of an evaluation questionnaire. In particular cases (e.g. the Supplier's production facility is at a distant location), the questionnaire can be filled out as a self-evaluation by the Supplier. In order to be considered acceptable in terms of the Quality Management System and entered on the qualified List of Suppliers, a Supplier must obtain a score of greater than or equal to 1 in chapters A3, A6, A9, A10 of the questionnaire.
In order to be considered acceptable in terms of the Environmental Management System and therefore entered in the qualified Suppliers list, the Supplier must obtain a score of greater than or equal to 1 in the questions marked with the " ▶" in chapter A12 of the questionnaire.
In order to be considered acceptable in terms of the Environmental/Health and Safety in the work place Management System and therefore entered on the qualified Suppliers list, the Supplier must obtain a score of greater than or equal to 1 in the questions marked with the " ▶" in chapter A13 of the questionnaire.

In case of a new product line/new production process/variations in the production process, the ability of the Supplier can be verified by OMR who will use a check list to audit the product/process.
OMR reserves the right to visit, even with its Customer, the factories of their subcontractors, if any, to:

- View all the filed documentation at the factory;
- Verify application of OMR procedure/instructions and the validity and observance of the Control Plans;
- Evaluate the production process and product controls (product/process audits);
- Verify the state of progress of the work before starting the production process;
- Verify the efficacy of the corrective actions in cases of serious or repetitive defects;
- Perform System Audits or request third-party Certifications;
- Perform capacity trials regarding volumes (e.g. Run & Rate).

38 Management of equipment

As regards the production equipment at the Supplier's location (whether owned by the Supplier or by OMR) there must be appropriate documentation/an appropriate register containing the drawing modification status associated with the equipment and there must be a system that guarantees the traceability of deliveries to OMR pertaining to any given lot of products after adaptations/repairs/modifications to the equipment.
Equipment for smelting/molding/machining, when paid for by OMR, is understood as being on loan at the Suppliers premises. Such equipment is marked with the identification tags attached to the order.
Payment upon ordering, which will be made in the form indicated on the order, is subordinate to approval of the sampling and the presentation by the Supplier of the following:

- Photographic documentation of the equipment;
- Overall dimensions and weight of the equipment;
- Supply status (in the case of unprocessed materials) issued by the Supplier and approved by OMR's Technical Office.

39 Equipment, packaging and materials owned by OMR

The equipment, packaging and materials given to the Supplier by OMR or by OMR's Customers remain the exclusive property of OMR and its Customers. Consequently the Supplier is responsible for any loss, theft, destruction or damage to the same. In particular the Supplier must:

- Register and identify them as the property of OMR;
- Preserve them and use them carefully;
- Verify their suitability in relation to work safety regulations;
- Refrain from moving them or giving them to third parties without the authorization of OMR;
- Allow OMR to check their condition and use;
- Perform ordinary maintenance at its expense and notify OMR of any extraordinary maintenance required. In any event OMR shall decide what to do in terms of methods, time and costs.

In particular, the supplier shall:

within three days of receiving the material, indicate any discrepancies in writing (codes/quantities) from what is declared in the OMR documents; after this period has elapsed indications shall no longer be accepted; OMR reserves the right to debit the value of any material to be missing following further checks;

40 Equipment with depreciation allowance

In case of the termination or conclusion of an agreement, OMR reserves the right to purchase the specific OMR equipment at a price equal to the residual depreciation, for which OMR has already paid the Supplier a depreciation allowance based on the price of the products supplied.

41 Supplier's insurance policies

The Supplier declares and guarantees that on the site at which it produces products for OMR:

- Risk prevention requirements are respected;
- The facilities are insured against damages that can occur as the result of fire or additional risks and waives the right to claim against OMR;
- To be adequately insured against damages to persons or things that may be injured and/or damaged in a way traceable to the Supplier in any way.

42 Supplier performance and routine vendor rating

Approved Suppliers of direct materials are evaluated periodically by means of a performance evaluation system in terms of:

- Service level (shipments complying with order, i.e. percentage delivered);
- Quality of the supplies (IP/E; PPM of nonconformities).

Every year the targets for each Supplier/family of product/product category are defined and communicated. An update of the situation is sent every six months. In cases where the performance does not reach the established target, the Supplier must define a plan of action to make sure that said targets are reached.

On the basis of the six-monthly accounts, Suppliers can be declassed in relation to their initial evaluation, or more specifically:

- In the case of ppm and/or IP/E >200% of the target, 1 point is taken away from chapters A6 and A9;
- In the case of service level <85%, 1 point is taken away from chapters A3 and A5.

In the case of Suppliers with a zero evaluation in chapters A3, A6, A9, A10 for two consecutive six-month periods, the Supplier must be pulled and removed from the List of Suppliers unless specifically authorized in writing by the OMR Factory Management or OMR Main Office.

The performance indicator IP/E is used to evaluate the quality of the supplies, or lack thereof, which has caused disturbances to the production lines of OMR or at the premises of its Customers and is defined as follows:

IP: sum of weight scores (indicated on the nonconformity reports)

E: number of pieces delivered

The weight of every nonconformity report is defined on the basis of the severity of the disturbance (to the Customer and internally) caused by the nonconformity of the product. The score must be multiplied by 1,000,000.

Disturbances are classified as follows (the wording/motivations might vary in the various group plants but the concept stays the same):

WEIGHT 0:

CUMULATIVE PROCESSED/UNPROCESSED REJECTS
DECLARED MANUFACTURE REJECTS
NOTIFICATION
RETURN/SCRAP AFTER NOTIFICATION
NONCONFORMING DELIVERY BY CODE/QUANTITY
MISSING OR INCOMPLETE DOCUMENTATION
CHARGE

WEIGHT 5:

NOTIFICATION OF SLIGHT NONCONFORMITY AT OMR PREMISES
RETURN/SCRAP DUE TO SLIGHT NONCONFORMITY AT OMR PREMISES

WEIGHT 15:
NOTIFICATION OF NONCONFORMITY AT CUSTOMER PREMISES
RETURN/SCRAP DUE TO SLIGHT NONCONFORMITY AT CUSTOMER PREMISES
NOTIFICATION OF SEVERE NONCONFORMITY AT OMR PREMISES
RETURN/SCRAP DUE TO SEVERE NONCONFORMITY AT OMR PREMISES

WEIGHT 50:
NOTIFICATION OF SEVERE NONCONFORMITY AT CUSTOMER PREMISES
RETURN/SCRAP DUE TO SEVERE NONCONFORMITY AT CUSTOMER PREMISES

WEIGHT 90:
INTERVENTION AT CUSTOMER PREMISES
CUSTOMER PRODUCTION LINE STOPPED

An alternative way of assessing suppliers is the Bid List with a traffic light system the criteria of which is appended to this specification. The elements that are assessed are ppm rejedcted, IP/E, special statuses, audit outcome, quality management system certifications and extra bonus.
Outcome:
≥ 80 suppliers recommended for new businesses (green status)
≥ 60 and < 80 Supplier recommended for new businesses only with business case (yellow status)
< 60 Supplier not recommended for new business (red status)

43 Supply terms and conditions/supply status

Parts or modifications must be made according to the drawing and specifications referred to on the drawings and sent by official letter.
In technical/qualitative terms, the only references are the drawing of the component and the relative specifications, in addition to possible additions indicated on the orders.
For the supply of unprocessed materials, at least one month before sampling, the drawing of the supply status must be submitted for approval by OMR's Technical Office. An agreement must be reached with the latter about the position of the bracket fins, if any, for processing, process starting points, division lines, casting connections, stock required, etc.

44 Orders

The Supply Agreement is improved through the issue of an order by UA OMR and the acceptance by the Supplier of an order.
OMR can emit/send an order in the following ways:

- by hard copy sent through the Postal Service;
- by e-mail;
- by fax.

The Order is considered accepted by the Supplier, unless formal communication of refusal is given by the Supplier in one of the following ways:

- by hard copy sent through the Postal Service;
- by e-mail;
- by fax.

In any event said refusal must be communicated within three work days after receiving the OMR order.
The start of supply referred to in the Order by the Supplier is equivalent to acceptance of the order by the Supplier, even when the other formalities are not present.

45 Type of order/dispatch methods

There are two types of orders:

- Open or scheduled orders;

- Close orders.

The first type of order type has an order number which is equal to the Supplier code; the quantity column has the wording "SCHEDULED"; for the quantities and deliveries of components in this type of order, the deliveries must be sent every 15 days from OMR Logistics according to the delivery program.
The second type of order shows the quantities of ordered pieces and the exact delivery date.
Quantities and dates are binding and essential, and neither delays nor early deliveries are allowed; the quantity must not be greater than or less than the quantity ordered (excess quantities will be rejected). Exceptions and/or additional conditions, if any, will be valid only if the proper logistics contact person has been informed in writing within five days after the order/schedule is made and the exception has been approved in writing by that person.
If none of the above occurs, the terms and conditions on the order shall be understood as tacitly accepted especially regarding delivery dates.
Non-observance of these terms and conditions can cause extra costs, such as for reminders, production downtime, delays in dispatching Customer orders, urgent transportation or loss of sales that OMR shall charge to the Supplier.
Any lead time /minimum lots will be accepted only if there is prior agreement in the negotiation phase or if is regularly indicated on the initial orders.
If these conditions are not met, OMR shall not consider any Supplier notification valid.

46 Termination of the agreement

OMR has the right / right to withdraw from the agreement with the Supplier in the event of breach of the latter by the contractual terms and conditions. OMR will send a written complaint regarding the aforementioned non-compliance and will provide a deadline of not less than ten (10) working days from the date on which the Supplier receives the notice to meet the contractual terms and conditions; at the end of this term and if the failure persists, OMR will be deemed free to withdraw from the Contract upon written communication to the Supplier.

47 Obligations of confidentiality and proper information management

The Supplier undertakes to not reproduce, use or in any way exploit confidential information, drawings, regulations, trademarks, or patents belonging to OMR and/or its Customers which OMR has made available to the Supplier in the course of the relationship, with the exception of reproductions previously agreed upon in writing. The Supplier undertakes to manage the information in accordance with the provisions of the Procedure for the management of OMR classified information (available in the attachment and / or on the company website) and to comply with the information classification criteria provided by OMR. In this regard, the Supplier declares and guarantees that it has read the above-mentioned Procedure and that it has adopted the technical and organizational measures necessary to implement it correctly. The Supplier therefore undertakes to compensate OMR from any injury suffered as a result of failure to comply with the Procedure. Even in the event that failure to comply with the Procedure does not result in actual damage for OMR, it must be considered an essential breach of this contract, and as such entails OMR's right to resolve it.The supplier has the right to propose equivalent and / or alternative methods of managing information security, but these methods can only be adopted after express approval by OMR, which on this point can decide at its discretion. The Supplier undertakes to not advertise its business relationships with OMR without the prior written consent of OMR.

48 Security clauses for suppliers and partners

This paragraph applies to all partners / suppliers who process and / or receive Confidential or sensitive information or data from OMR. If there is no specific wording or specific agreement NDA, the following safety clauses between OMR and the supplier / partner are considered valid.
1. In relation to the service provided and for this purpose OMR will make available to the supplier the classified information according to the specific procedure "Classified Information".
2. Information classified as Confidential or sensitive must be managed by the supplier in accordance with the "Classified Information" procedure (this also includes any trade secrets).
3. OMR reserves the right to access the information stored and / or processed by the supplier / partner.
4. OMR reserves the right to carry out audits and monitor the use made of confidential information, evaluating its correspondence with what is regulated by this document or by a specific agreement signed to supplement / complete it.
5. After the term / expiry / conclusion of the contract, OMR reserves the right to request the return, destruction or cancellation of information, with the aim of ensuring the continuity of the Organization's business.

ESP.	DATE	DESCRIPTION OF CHANGE	PAGES	
5	07/20	Revision of paragraphs 1;2;3;4;9;12;16;17;21;23;37;46; 47;48; Attachment		ISSUED BY: Dalla Longa / Pretelli
4	07/17	Completely revised		
3	06/10	Completely revised		APPROVED BY: The General Management
2	12/04	Revision of paragraphs 3;5;6;8;11;12;19		
1	05/03	Revision of paragraphs 2; 3; 6; 8; 12; 14; 19; Introduction of paragraphs 15; 16; 17; 18		
0	04/02	First issue		

6. OMR requires the supplier to identify and use specific controls to ensure the protection of the Organization's assets.
7. OMR requires the supplier to identify the owner of the information and how intellectual property rights should be regulated (unless otherwise indicated or agreed between the parties, OMR must be considered).
8. OMR requests a process from the supplier to notify the other parties of the unauthorized access to information agreement, breaches of confidentiality or any other incident.
9. The supplier must be familiar with OMR's key security policy and must be aware of data security needs.
10. It is forbidden for OMR employees, unless expressly authorized, to transfer Confidential or **sensitive** information to partners / suppliers. If not, OMR requires the supplier to be at least informed of anomalous situations.
11. If necessary, parameters of the requested and unacceptable level of service will be defined and contractually formalized.
12. The supplier must ensure a precisely specified change management process.
13. All access rights of the supplier to OMR data or information that are not explicitly authorized or regulated in the contract, must be prohibited.
14. The supplier must be able to demonstrate to OMR the controls in place to ensure business continuity, in accordance with the Organization's priorities, and defined with respect to the services that must be restored within a pre-established term.
15. The supplier is responsible for saving the data, to be carried out in accordance with current regulations.

49 Handling of personal information

As part of the activities aimed at executing this contract, OMR will process the personal data (personal data, contact details, etc.) of the Supplier, as well as its employees, collaborators and representatives. For more details, please refer to the specific information attached to the contract (Annex no. 1), of which the Supplier declares to have read and which undertakes to transmit to the other interested parties identified above.If the contract implies that the Supplier, in performing the services against him, processes personal data on behalf of OMR, the relationship between the parties will be governed, for the purposes of privacy legislation, by the Supplier's Appointment Act as Data Processor (Annex no. 2). The Supplier will fill in the Annex and send it to OMR for its verification, approval and possible modification. When the activities entrusted to the Supplier involve the processing of personal data on behalf of OMR, this contract is not intended to be finalized between the parties until both have signed the Nomination Deed.

50 Civil liability

If, when using any of the vehicles on which an OMR Customer has installed a product or ordered a third-party to install a product supplied by an OMR Supplier, an accident occurs causing damages to persons or things, it is understood as of now that if the accident is caused by a defective product, the Supplier shall consider OMR indemnified and exempt from any action and/or claim made by third parties, and from all expenses and costs that OMR sustains in connection to or as a consequence of said actions and/or claims.

51 Payment terms

The terms of payment are solely the ones stipulated and expressed in the order.
According to D.L. n.231 of 9 October 2002, OMR shall not pay interest on slight delays that may occasionally occur, including if due to causes not attributable to OMR itself.

List of Attachments

Annex 1: Information for Customers / Suppliers for the processing of personal data
Annex 2: Appointment of the active external data processor
Annex 3: Bid List Rules for OMR suppliers
Annex 4: Procedure for managing classified information

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0	04/02	First issue	

ISSUED BY:
Dalla Longa / Pretelli

APPROVED BY:
The General Management