

PURCHASING BEST PRACTICES

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RIMSA wishes to promote healthy and long-lasting commercial relationships with its suppliers, based on mutual responsibility, on the sharing of tools and information, on the search for ever higher quality standards of the products offered to end customers and on the pursuit of shared industrial objectives such as optimization and the automation of processes, the eco-sustainability of activities and the integration of connected infrastructures. For this purpose, some practices are described that Suppliers are invited to follow in commercial relations with RIMSA. The Suppliers, with the desired adhesion and reporting of any inefficiencies or new practices deemed useful, will be able to contribute to the development and customization of *best practices*, with clear benefits for both Parties.

1. Cooperation aimed at joint growth: technical-scientific progress and the frenetic development of sector regulations require companies to update which is not always easy. RIMSA believes it is useful to develop discussion and cooperation with its suppliers on these fronts too. RIMSA therefore invites its suppliers to share any news, critical issues or open discussions relating to the regulation of what is supplied or services ancillary to the supply, as well as technological implementations deemed useful.

2. Ethics: RIMSA firmly believes in the importance of doing business in an ethical way. It therefore asks Suppliers to act in compliance with this vision and to promptly report to RIMSA any fact or action that may be or appear to be in conflict with the Code of Ethics or that may constitute a crime under Italian or European law.

3. Territoriality: RIMSA by explicit commitment to its corporate purpose, operates by promoting the development of the local community and undertakes to respect limits and limitations of origin of the products for which it requires all current obligations to be respected.

4. Transparency: in strict compliance with confidentiality, intellectual property and industrial secrecy, it is important that the commercial relationship between the Parties is based on transparency and intellectual honesty. RIMSA invites Suppliers, committing to do the same, to share any information that, even if not due, can facilitate the positive commercial relationship between the Parties, as well as to always communicate in a clear, complete and intelligible way.

5. Broadcast: RIMSA shares the main news with its strategic partners inherent to the company ecosystem through a Whatsapp channel, to which Suppliers are invited to register to stay updated on the RIMSA world. To register, simply request with a Whatsapp message to the number +44 7451238506.

6. Fusion: RIMSA, in order to guarantee always updated and consistent information, makes available to suppliers, through the Fusion platform, a personal and dedicated archive, which simplifies the conservation and sharing of all documents relating to supplies and more generally to collaboration with RIMSA, significantly reducing the risk of errors and discrepancies in the supply.

7. Supplier accreditation and validation of supply: By producing medical devices that are used in the operating room during operations, RIMSA requires itself to maintain a very demanding quality standard. RIMSA provides a two-level process plus renewal for the accreditation and validation of its suppliers with the possibility of carrying out audits.

8. First price list: upon establishing commercial relationships and every time it inserts a new product into its offer, the Supplier is invited to communicate to RIMSA the product code, the price list (preferably staggered by quantity and with *cost breakdown analysis*), the delivery times and any minimum purchase quantities. The above is valid until further notice from the Supplier. With a view to ensuring due reliability, the Supplier is required to highlight any critical issues related to the supply, including the difficult availability of materials or components, the levels of manufacturing defects, the impossibility of reaching and guaranteeing an in-line quality standard with the parameters indicated by RIMSA, etc.

9. Price list: for correct planning of supplies, RIMSA requires that the prices charged by the Suppliers are kept updated and sufficiently stable. For this reason RIMSA invites its Suppliers to send an updated price list annually, preferably in September and in any case no later than November with effect from 1 January of the following year. On the occasion of the annual review of the price list, the Supplier has the right to adjust prices with increases of up to 3% without the need for specific justification and up to 5% for proven reasons to be documented. Each price change must be clearly highlighted in the new price list. Even during the year the Supplier has the right to make price increases of no more than 3% with at least three months' notice and provided they are justified.

10. Cost breakdown analysis: RIMSA invites its Suppliers to share the analysis of the distribution of supply costs, which through its fragmentation allows the Parties to verify economic sustainability of the operation. RIMSA recognizes the right to Suppliers who share this information, in the presence of exceptional and unforeseeable external events, to increase the prices indicated in the price list by up to 8% on an annual basis, subject in any case to at least three months' notice.

11. Notification of the criticality of materials, components and semi-finished products: RIMSA must be able to fully rely on the availability of the products that the Suppliers include in their commercial offer. The Supplier who has knowledge of the scarcity, even just potential, of materials, components or semi-finished products necessary for the execution of supplies for which he has submitted a quote, quotation or price list to RIMSA is invited to report this circumstance to RIMSA also for the purpose to evaluate and possibly take together the most suitable countermeasures, for example the preventive purchase by RIMSA of such materials, components and semi-finished products.

12. Notification of delivery times: the Supplier is invited to confirm at least every six months, even without a specific request from RIMSA, the delivery times of the products present in the price list or in quotations and estimates. With the same periodicity, the Supplier is invited to communicate any products that have been discontinued.

13. Communication of any product changes: RIMSA is required to strictly comply with particularly severe sector regulations and must therefore have perfect knowledge of its products and related components. It is therefore essential that the Supplier faithfully follows the agreed technical specifications and that over time, even between one supply and another, he does not make any changes that have not been described and approved in advance by RIMSA. Any innovation, even apparently improving or minimal, could in fact condition or jeopardize the marketability of the finished product created by RIMSA (for example the use of recycled materials).

14. MOQ verification: if a minimum purchase is required, the Supplier is invited to verify that the reorder lots formulated by RIMSA comply with the requirement and can therefore be processed under the required conditions, warning in advance if not.

15. Sales forecast: for some supplies, RIMSA is available to place recurring purchase orders provided that the Supplier undertakes to guarantee the availability of the product and keep the price unchanged for a suitable period of time.

16. Limits on excesses and reductions: if the Supplier communicates and justifies to RIMSA the excesses and reductions in the supply within the tenth day prior to the delivery, RIMSA is available to reduce or waive the contractual penalties provided for.

17. Packaging: RIMSA prefers packaging materials and forms which, in addition to ensuring the integrity of the product, reduce the environmental impact and allow the automated management of its warehouse. For this reason, it asks Suppliers to scrupulously follow the instructions contained in the purchase order or wherever provided. Without prejudice to the above, RIMSA invites Suppliers to communicate without delay any reasons that make it preferable or necessary to modify the packaging instructions received, for example to mitigate eco-sustainability or satisfy new legal requirements.

18. Early payment discount: at the Supplier's discretion, in exchange for a discount equal to 5% of the fee, RIMSA will pay for the supply within 5 days of delivery.

19. Search for the root causes of vices, defects, supply discrepancies and contractual breaches: it is in the common interest of the Parties to identify and resolve the root causes of any pathological situations in the contractual relationship. If the Supplier does not have the resources to search for the origin of the irregularities and the reasons why they have escaped its internal quality controls or the tools to implement suitable corrective measures, RIMSA is available to do so provided that the Supplier gives its consent and full collaboration. Given the concrete commitment of the Supplier or its active collaboration, RIMSA is available to reduce or waive the contractual penalties. In any case, compensation for any damage suffered is reserved.

Assuming that this document is merely descriptive of constantly evolving practices and in any case optional for both Parties and not coercive, RIMSA reserves the right to update the list at any time even without notice or communication of any kind. delivery, RIMSA is available to reduce or waive the contractual penalties provided for.