

GENERAL CONDITIONS OF PURCHASE (GCP)

1. SCOPE AND VALIDITY

- 1.1. These general terms and conditions of purchase (GPC) apply to all orders placed by ROTHO BLAAS SRL (RB) and/or subsidiaries of the Rotho Blaas group in written, electronic, or verbal form for the supply of goods and/or provision of services and are to be considered an integral part of the contract entered into with the supplier. They are considered as accepted and valid from the moment of the confirmation/acceptance of the order by the supplier. Acceptance of the order is materialized, in the absence of prior communication, by delivery of the goods and/or provision of the services.
- 1.2. Every order, request, agreement relating to the supply as well as the relative modifications, integrations (including those relating to the characteristics of the goods, type, quality, materials, components, origin, etc.), require written form. Any derogations and/or specific conditions agreed in writing between the parties for individual orders shall apply exclusively to said orders and shall not constitute a modification of these GCP for other purchases made by the Supplier. Any general terms and conditions of the Supplier shall only be valid following written confirmation by RB.
- 1.3. The invalidity of individual provisions of these GCP or of any further agreements concluded by the parties shall not affect the remaining provisions. Conflicting and/or deviating purchase conditions or other reservations made by the Supplier shall not be valid unless expressly accepted in writing by RB. Signing for the acceptance of an order does not imply acceptance of any similar conditions stated on the document itself.

2. SUPPLY CONDITIONS

- 2.1. Quantities, timing, and delivery terms are specified exclusively on the orders and/or order confirmations, unless otherwise agreed in writing. The supplier must guarantee the continuity of the supply for the quantities ordered and must inform RB's purchasing department immediately if it foresees difficulties in relation to production and/or the procurement of raw materials that could hinder a timely delivery.
- 2.2. RB is not obliged to accept goods delivered earlier than the agreed delivery date, unless otherwise agreed. An earlier delivery shall not lead to an advance on any deadlines associated with the delivery.
- 2.3. If the Supplier produces a larger or smaller quantity than that ordered, RB shall have the right to choose whether to consider the order as settled, to request missing material or to retain/return any excess material delivered. RB shall under no circumstances be obliged to pay for finished goods, unfinished products or raw materials that exceed the quantities ordered.

3. ACCOMPANYING DOCUMENTS

- 3.1. Each delivery shall be accompanied by the legally required accompanying documents, in the absence of which RB reserves the right not to accept the delivery.
- 3.2. Each delivery note shall state sender, delivery address, name and item code of supplier and RB, RB order number, delivery quantity and origin of the goods, customs identification code of the goods. These details are a prerequisite for accounting for the goods and settling the invoice.
- 3.3. The supplier shall be obliged to present the certificate of origin of the delivered goods at the time of delivery, certifying the truthfulness of the origin data. In the event of non-fulfilment or false and/or non-conforming declarations, the Supplier shall be liable for all resulting damages to RB or third parties.

4. GOODS LABELLING AND PACKAGING

- 4.1. The labelling of the goods shall comply with the working instructions provided by RB. The supplier shall not modify any part of the label except for the editable fields where expressly permitted.
- 4.2. If the supplier does not adhere to the prescribed and approved type of packaging, RB reserves the right to charge the resulting additional costs.

5. DELAY IN DELIVERY

- 5.1. The Supplier shall be obliged to compensate RB for any damages incurred because of delivery delays.
- 5.2. In the event of a delay in delivery with respect to the agreed terms, which is due to production delays or other reasons for which the Supplier is responsible, RB reserves the right to: impose a penalty on the Supplier of 2% of the order value for each day of delay/determined on a case-by-case basis - the application of the penalty shall not exclude compensation for any further damage, to which the Supplier shall be obliged in accordance with §5. GCP; claim fulfilment by extending the deadline by up to 5 (five) working days, or terminate the agreement, without anything being due to the Supplier.

6. PRICES AND TERMS OF PAYMENT

- 6.1. The payment terms are agreed in writing with the Supplier. Price changes must be agreed in advance between the parties and proposed at least 3 (three) months in advance.
- 6.2. The Supplier's original invoice must contain the legally required information, as well as the delivery document number, the order number and the payment terms. The invoice shall be issued in original and/or electronic format, a copy of which must be sent to accounting@rothoblaas.com at the time of issue.
- 6.3. RB is entitled to retain sums as compensation for any damages incurred due to the delayed receipt or non-receipt of invoices.

7. QUALITY CONTROL OF SUPPLIED GOODS

- 7.1. The Supplier shall supply goods that are free from defects and conform to the technical specifications and/or instructions received from RB. The Supplier shall not carry out any changes to the object of the supply without the prior written approval of RB, in particular if they relate to the technical characteristics of the goods, type, quality, materials, components, origin, or implement changes to the production process or to the place of manufacture or production chain. In the event of a change without prior approval, the Supplier shall be liable for any damages or disputes arising from such changes. Verbal agreements are not allowed.
- 7.2. Payment for the goods, the signing of a delivery note and/or acceptance of the goods shall not release the Supplier from liability for any defects, shortcomings and/or modifications not agreed upon and shall not be construed as approval of defective goods.
- 7.3. Subject to adequate notice, RB may, also through specifically appointed third parties and/or certification bodies, enter the production site during working hours to check the premises, goods, materials, production of the goods and all moulds, machines and devices used for the supply. Any inspection activities carried out at the Supplier's premises or at RB premises shall not relieve the Supplier of any of its responsibilities in terms of guaranteeing the conformity and quality of the product.

8. PRODUCT CONFORMITY GUARANTEE

- 8.1. The supplier guarantees the conformity of the goods with the respective technical specifications, European product standards or other applicable regulations, samples, drawings, and descriptions for the period provided for by law.

- 8.2. The supplier guarantees that the goods are in good working order and free from defects and guarantees the need for any spare parts for a period of ten years from the official end of production of the individual products to which the spare parts relate.
- 8.3. If RB or third parties detect a product defect or a non-conformity of the same, the Supplier must collaborate in the analysis of the problem detected and in the management of any claims for damages that have occurred due to the defect. The Supplier must hold RB harmless from claims for damages made by third parties, including sub-suppliers, and shall compensate RB for the damaged or defective products.
- 8.4. The Supplier is obliged to have a product liability insurance policy with a minimum limit of EUR 1,000,000 with worldwide coverage including the USA and Canada. On request, the supplier shall submit the relevant insurance certificate to RB.

9. ORDINARY WITHDRAWAL AND TERMINATION FOR JUST CAUSE

- 9.1. RB may terminate existing agreements with immediate effect in the event of company changes, bankruptcy and insolvency proceedings, non-availability of the supplier for more than 30 days, non-conformity of products for three consecutive times, serious breaches with reference to RB's obligations to comply with regulations and the RB code of ethics, confidentiality obligations in accordance with points 13, 14 and 15 of these terms and conditions.

10. OWNERSHIP OF THE MOULDS AND/OR PRODUCTION TOOLS

- 10.1. All moulds and/or production tools belonging to RB must be clearly and unambiguously identified. The supplier shall not be entitled to use RB's own moulds and/or production tools to produce parts for other customers.
- 10.2. The supplier shall, upon RB's request and within the specified deadline, provide a declaration of the RB-owned moulds and/or production tools located at the production site.

11. SAFETY AND ENVIRONMENTAL OBLIGATIONS AND INDEMNIFICATION

- 11.1. The Supplier warrants that only materials will be used that comply with the applicable technical product regulations and laws with respect to toxic and hazardous substances (by way of example but not limited to EC Reg. 1907/2006 (EC) REACH) and the regulations in force from time to time in respect of the environment (by way of example but not limited to Directive 2008/98/EC), hygiene, safety, electricity, and electromagnetic fields.
- 11.2. The use of carcinogenic, toxic or genetically modified substances is strictly prohibited. Any hazardous substances (in particular, toxic substances that are easily inflammable), which are supplied, must be marked externally in an appropriate manner; the relevant safety data sheets must be sent to RB together with the purchased products and must be suitable for the relevant regulatory requirements and to exclude any danger to the health of the end user who uses them in compliance with them.
- 11.3. If RB should be held civilly liable or subject to administrative proceedings due to the Supplier's failure to comply with the obligations set forth in the preceding paragraphs, the Supplier shall exonerate RB, following written notification, from all related claims and legal expenses.

12. CONFIDENTIALITY

- 12.1. The Supplier undertakes to maintain the confidentiality of the technical and/or commercial information and data communicated or in any way transmitted by RB within the scope of the business relationship; it undertakes to use them exclusively for the purpose for which they were transmitted and to communicate them only to the authorised recipients, with at least the same level of diligence as that used for its

own confidential information and with the same reasonable care. Any use of the Information beyond the purpose shall be deemed unlawful unless previously approved in writing by RB.

- 12.2. Confidential information shall not be information for which: a) the Supplier can prove that it was in its possession, without an obligation of confidentiality, prior to receipt from RB; b) is considered to be generally available to the public; c) is legally obtained by the Supplier from third parties without an obligation of confidentiality; d) is developed by the Supplier beyond any confidential information.
- 12.3. In the event of a breach, the Supplier shall be obliged to pay RB a penalty pursuant to Art. 1382 of the Italian Civil Code. For this breach, the compensation shall amount to 50,000 EUR, without prejudice to RB's right to claim compensation for further damages. On any actual or imminent breach of any provision, RB may obtain a preliminary, temporary or permanent injunction, restrain or enjoin such breach from the Supplier or any entity or person acting in concert with the Supplier.
- 12.4. The obligations of the Parties under this Clause shall survive indefinitely or to the extent permitted by applicable law.

13. INDUSTRIAL PROPERTY RIGHTS

- 13.1. With reference to trademarks, trade names, copyrights, patents, designs and models, know-how, domain names that RB communicates and/or transmits to the Supplier within the scope of the commercial relationship are the total and exclusive property of RB and their communication or use within the scope of these GCP shall not create, in relation to them, any right or claim on the part of the Supplier. The Supplier undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.
- 13.2. The Supplier acknowledges and accepts that: (I) RB shall be the exclusive owner of the trademarks and the other Intellectual Property Rights; (II) shall refrain from registering and registering trademarks that are identical, similar and/or confusable with the trademarks; (III) shall use the trademarks and the other Intellectual Property Rights only with the express consent of RB in compliance with the latter's instructions and exclusively for the purposes set forth in these GCP; (IV) undertakes not to modify, alter, remove, cancel, cover RB trademarks or other distinctive signs affixed to the Products or to add other marks or distinctive signs to these; (V) undertakes not to register domain names that are identical, similar or that incorporate the RB trademarks. Any breach of these provisions shall be prosecuted in accordance with the law.
- 13.3. In the event that the Supplier registers or registered any exclusive rights to the trademarks, names or other distinctive signs or any domain name of RB and/or those relating to the Products, in breach of the provisions of the previous clause, these registrations shall be considered automatically and by right transferred from the Supplier to RB; therefore, the Supplier hereby undertakes to carry out all the necessary actions to finalize and make effective the transfer of said rights from the Supplier to RB, without the Supplier having the right to consideration or reimbursement of the expenses and costs sustained.
- 13.4. By virtue of the contractual relationship established through these GCP, RB shall be entitled to make use of the brands, trade names and models of the Supplier within the scope of its own commercial activity (including, by way of example and not limited to, the use of the same in marketing material and catalogues). RB acknowledges the total and exclusive property of the supplier and undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights of the same.

14. HARDSHIP CLAUSE

- 14.1. The parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 14.2. Notwithstanding point 14.1., where a party proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

15.FORCE MAJEURE

- 15.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- 15.2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go- slow, occupation of factories and premises.
- 15.3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

16.PRIVACY

- 16.1. In accordance with EU Reg. 2016/679, the Supplier is hereby informed that his personal data (name of the contact person/management/owner, address, e-mail address, telephone number, fax number) are necessary for the performance of the contract and shall be transmitted for this purpose to other companies of the RB Group (<https://www.rothoblaas.com/contacts>) and may also be transmitted to lawyers to

- enforce their contractual rights, credit institutions, accountants, professionals in the management and administration of RB or service companies working on behalf of RB.
- 16.2. RB shall retain the data until the expiry of the statutory retention and limitation periods. The data subject shall enjoy the rights set forth in art. 15 et seq. of the above-mentioned Regulations (right of access to their personal data, rectification, erasure, restriction of processing, portability of personal data, objection to processing, right to lodge a complaint with the supervisory authority). For more detailed information and for the exercise of these rights, please contact the RB privacy contact at privacy@rothoblaas.com.

17.COMPLIANCE

- 17.1. The Supplier undertakes to comply with the principles and rules set forth in the RB Code of Ethics and Behaviour, published on the RB website. In the event of failure to comply with the same, RB shall be entitled to withdraw from the contract with immediate effect and/or declare this contract automatically terminated, by right and without notice, requesting compensation for the damages suffered because of the violation.
- 17.2. The Supplier undertakes to comply with the provisions of Legislative Decree 231/2001 and the organisational model adopted by RB.
- 17.3. The Supplier undertakes for the duration of the entire contract to develop and diversify its customer base, so as not to find itself in a situation of economic dependence on RB. In particular, the Supplier undertakes to inform the Distributor of its overall turnover and the turnover achieved with the Supplier on an annual basis. In the absence of such notification, the latter shall not be deemed to be such that the dependency can arise.

18.APPLICABLE LAW AND COMPETENT COURT

- 18.1. The United Nations Convention on the International Sale of Goods (Vienna 1980) shall apply to all matters not expressly regulated by these general terms and conditions of sale and, for all matters not covered by this Convention, Italian law shall apply.
- 18.2. In the event of disputes, the exclusive place of jurisdiction shall be the court of RB.