

## General Terms & Conditions of Purchase

### 1 General Principles

1.1 These terms and conditions of purchase are the only ones that govern the orders issued or the purchase contracts stipulated by Decsa srl. Any amendments and additions, as well as any terms and conditions of sale of the supplier that differ in whole or in part from these terms and conditions of purchase, shall be valid only in the event of specific written acceptance by Decsa. Acceptance or payment of goods or services by the supplier shall not constitute the contract.

### 2 Orders and their changes

2.1 Orders, contracts and requests for delivery or supply as well as changes or additions to them shall be made in writing.

2.2 The validity of any verbal agreements, including amendments and additions to these terms and conditions of purchase, shall be subject to strict written confirmation by Decsa.

2.3 Communications received by fax or electronically shall also be considered written confirmations.

2.4 Quotations shall have binding force and shall not give rise to compensation of any kind in favour of the Supplier, unless otherwise explicitly agreed upon between the Supplier and Decsa (hereinafter jointly the "Parties").

2.5 If the Supplier does not accept the order in writing within 2 (two) calendar weeks after its receipt, Decsa shall have the right to cancel it.

2.6 Delivery and/or supply requests from Decsa referring to framework contracts are binding on the Supplier if not rejected by the Supplier within 2 (two) working days after their receipt.

### 3 Delivery of goods/Provision of services

3.1 Deliveries or supplies that deviate from the specifications in Decsa's contracts and orders are only permissible with Decsa's written consent.

3.2 The dates and terms agreed upon in writing shall be binding for the Supplier. Punctual fulfilment of the delivery periods and dates shall be determined by the date of receipt of the goods by Decsa. With the exception of the case in which a "Delivered at the factory gate (frei Werk)" (DAP or DDP Incoterms 2010) delivery is established, the Supplier shall make the goods available promptly, taking into account the loading and transport time to be agreed with the forwarding agent.

3.3 If the Supplier delivers late with respect to the agreed terms and if he delivers the goods to places and persons other than those indicated to him by Decsa, Decsa may refuse to accept the delivery and may claim full compensation for damages. Notwithstanding the provisions of the second paragraph of Article 1510 of the Italian Civil Code, the Supplier is not released from the delivery obligation by handing over the goods to the carrier or forwarding agent. The Supplier shall notify Decsa's purchasing department immediately if he foresees difficulties that may hinder his ability to deliver or supply the goods or services on time and with the required quality. This, however, shall not exempt him from the related liability resulting from the delay in performance.

3.4 Unconditional acceptance of late delivery of goods or provision of services shall not in any way be understood or equated as a waiver by Decsa of a claim for damages.

3.5 As a rule, partial deliveries or partial supplies are not permitted unless Decsa has expressly agreed to them.

3.6 The quantities, weights and dimensions noted by Decsa when accepting the goods shall be decisive for the purposes of any claims.

3.7 In any case, the Supplier shall provide Decsa with all the necessary and suitable documentation for its proper use (e.g. instruction and operation manuals, installation and assembly manuals and warranty certificates) at the same time as the supply.

3.8 The Supplier shall provide the services through his own company. He may only subcontract the supply of services to third parties with the prior written consent of Decsa and in any case, in the latter case, he shall be liable to Decsa for all the activities of the subcontractor as if they had been carried out by the same Supplier.

In the event that he requests services from third parties, the Supplier undertakes, pursuant to and for the purposes of Article 1381 of the Italian Civil Code, to have the terms and conditions set forth herein incorporated into the underlying contracts.

3.9 The performance standards desired by Decsa, and the configurations and purposes specified by Decsa, shall not release the Supplier from his obligation to provide technically defect-free and economical solutions. The Supplier shall promptly inform Decsa if the above performance standards, configurations or purposes conflict with this solution, or if changes or improvements in the object or purpose of performance are necessary or appropriate for other reasons. Additional services or modifications performed without the prior written approval of Decsa shall not be used as a basis for claims by the Supplier.

3.10 Decsa shall be informed immediately if industrial or intellectual property rights of third parties are required for the execution of the order, even if there is only a risk of this.

3.11 The services shall be performed in accordance with the subject matter of the contract and the purpose of the performance; the above also applies to the specification documentation. The supplier shall observe the general state of science and art, the applicable regulations, the directives of consumer associations, safety practices, and related measures, including the safety regulations of Decsa. In the execution of engineering orders, the performance shall be aimed at permitting the easy execution of maintenance and/or inspection work.

#### **4 Force Majeure**

4.1 In the event of force majeure, labour disputes, business interruptions beyond Decsa's control, riots, governmental measures and other unavoidable events, Decsa shall be released from its obligation to accept the goods and/or services according to the planned schedule for the duration of such events. During such events, and for the following 2 (two) weeks, Decsa shall be entitled - without prejudice to any other rights of Decsa - to withdraw from the delivery agreement in whole or in part if such events have a non-negligible duration and Decsa's requirements are considerably reduced, because, due to such events, the goods have to be produced elsewhere.

4.2 The provisions of Section 4.1. above shall also apply in the event of labour disputes.

#### **5 Shipping notice and invoice**

5.1 The details contained in our orders, contracts and delivery and/or supply requests shall apply. The invoice containing the invoice number and other specifications shall be sent in one copy to the address stated in the purchase order/contract and shall not accompany the goods.

#### **6 Price and transfer of risk**

6.1 Unless otherwise agreed, prices are understood to be as "delivered duty-paid" with (DAP Incoterms 2010) and include packaging. Value Added Tax (VAT) is excluded. The Supplier assumes all risks of loss or damage related to the goods until they are received by Decsa, or Decsa's representative, at the agreed place of delivery in accordance with the contract.

6.2 The fee for the goods and/or services to be delivered shall be agreed separately in each order or contract. The agreed prices may not be changed unless otherwise agreed upon in writing on a case-by-case basis. If the fee has not been stipulated in a contract at a fixed price, but according to the costs incurred and proven, the Supplier guarantees to keep his claim within the scope of the approved total offer or estimate. Additional costs shall then only be recognised by Decsa if approved in advance and proven in writing.

#### **7 Terms of Payment**

7.1 The terms of payment in the purchase order/contract shall apply. Payment is subject to checking of the invoice.

#### **8 Claims for defects**

8.1 Acceptance of the goods and/or services is subject to and conditional upon inspection and/or control by Decsa in order to verify the absence of defects, completeness and regularity of the delivery. Decsa shall give notice of any defects without delay from the moment of their discovery. In this respect, the Supplier waives any claims regarding delayed notification of defects.

8.2 The goods and services supplied by the Supplier and/or third parties are guaranteed against defects and faults and are therefore covered by the warranty for defects envisaged by Article 1490 of the Italian Civil Code, and also by all the warranties, none excluded, envisaged by Italian law in relation to the specific characteristics of the supply, the contract and the service rendered. In this regard, the Parties acknowledge that pursuant to the first paragraph of Article 1495 of the Italian Civil Code, the term for Decsa to report defects to the Seller is forty-five working days from their discovery, unless otherwise provided for by Italian law and in any case, the Supplier irrevocably waives as of now to object to any possible delay by Decsa in reporting defects.

8.3 In principle, Decsa has the right to choose the type of additional service. The Supplier may only refuse the type of additional service chosen by Decsa if this is only possible at a disproportionate cost.

8.4 If the Supplier does not immediately remedy the defect after a request by Decsa to do so, Decsa shall be entitled, in case of urgency and in particular in order to avoid imminent risks or to prevent greater damage, to carry out itself or to have third parties carry out any appropriate correction of the defect at the expense of the Supplier.

8.5 If it supplies goods or services of which it does not have full ownership, the Supplier shall give Decsa full indemnity against third-party claims, as well as a full warranty for dispossession and claims.

8.6 The Parties agree that if Decsa disputes the supply for any cause or reason, it may suspend the relative payment until its regularity and the validity of the disputes have been judicially ascertained by a final judgement, for which reason the Supplier may not act to recover the relative credit and no interest of any kind shall accrue on the sums not paid by Decsa, not even legal interest or interest as provided for by Legislative Decree 231/2002 as subsequently amended and updated.

8.10 Decsa shall be entitled to offset the sums claimed from the Supplier as compensation for damages against any sums owed to him for the supplies, even if Decsa's credit is not certain, liquid and payable.

8.11 Any payment for the supply shall in no way prejudice Decsa's right to contest the supply and to reclaim the payment as well as to claim compensation from the Supplier for any damages suffered, without exception.

## **9 Rights of withdrawal and termination**

9.1 In addition to the statutory rights of withdrawal and termination, Decsa is entitled to withdraw from the contract or terminate the contract with immediate effect if:

- the Supplier has stopped supplying its customers;
- the equity/financial conditions of the Supplier are or are likely to be seriously/ substantially deteriorated, thus compromising the supply commitment towards Decsa
- the Supplier has become insolvent or is in a situation of excessive debt, or interrupts its payments.

9.2 Decsa also reserves the right to withdraw from or terminate the supply contract if the Supplier files for bankruptcy, enters a composition procedure or other insolvency or debt restructuring proceedings involving the Supplier's assets.

9.3 If the Supplier only partially fulfils the delivery, Decsa is entitled to cancel the entire contract if it is not interested in partial fulfilment.

9.4 If Decsa withdraws from or terminates the supply agreement by virtue of the rights of withdrawal and termination referred to in the preceding paragraphs, the Supplier shall compensate Decsa for any loss or damage caused as a result, unless the Supplier is not responsible for what gave rise to the exercise of the right of withdrawal or termination.

9.5 Statutory rights and remedies shall not be restricted by the provisions of this Article 9

## **10 Conduct of work**

10.1 Persons who, in the execution of an order or contract, carry out work in a plant/site of Decsa shall comply with the relevant work regulations. Without prejudice to the application of Article 1229 of the Italian Civil Code, any liability of Decsa for accidents occurring in Decsa's plants/offices to the detriment of such persons shall be excluded.

## **11 Supply of materials**

11.1 Materials, components, containers and special packaging supplied by Decsa shall remain Decsa's property. They may only be used in accordance with their intended purpose. The processing of the materials

and the assembly of the components shall be carried out on behalf of Decsa. It is understood that in relation to the value of Decsa's components to the value of the entire product, Decsa shall be co-owner of the goods manufactured with its materials and components; the Supplier undertakes to safeguard these goods in the interest of Decsa.

## **12 Confidentiality and privacy**

12.1 The Supplier shall keep confidential, with respect to third parties, all commercial and technical information made available by Decsa (including data that can be learned from objects, documents, or software and any other information or experience), as well as the results of the work carried out under the contract, except what is already public knowledge. The information shall be made available only at the Supplier's premises to those persons to whom the same is required for the purposes of the supplies to be made to Decsa. Such persons shall undertake to keep it confidential. The information is the exclusive property of Decsa and may not be duplicated or used commercially - except for deliveries to Decsa - without prior written permission from Decsa. At Decsa's request, all information communicated by Decsa (including copies or recordings, if any), as well as property and tools given to the Supplier by Decsa shall be immediately returned or demonstrably destroyed. All rights to such information are reserved by Decsa (including industrial and intellectual property rights). This reserve shall also apply to information provided by third parties.

12.2 Goods made on the basis of documentation such as drawings, models and the like, prepared by Decsa or based on Decsa's confidential information, as well as goods made on the basis of our drawings, may never be used by the Supplier outside the supply contract with Decsa, nor offered or transferred to third parties. The above also applies to orders from Decsa.

12.3 As far as technical and commercial information received by Decsa for the execution of the service is concerned, the confidentiality commitment shall continue even after the execution and conclusion of the contract as long as and to the extent that this information does not become public knowledge for reasons not attributable to the Supplier, or if Decsa waives the confidentiality commitment in writing.

## **13 Compliance with standards and principles**

13.1 The Supplier shall comply with the legal regulations concerning the treatment of employees, environmental protection and occupational health and safety and undertake to minimise the negative effects of its activities on man and the environment. In this respect, the Supplier shall establish and continuously develop a quality system based on ISO 14001 as far as possible. Furthermore, the supplier shall respect the principles of the UN Global Initiative, in particular those relating to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discriminatory criteria in the recruitment of personnel, environmental responsibility and the prevention of corruption. For more information on the UN Global Initiative, see: [www.unglobalcompact.org](http://www.unglobalcompact.org).

13.2 In the event that the Supplier repeatedly violates the law and/or violates the law despite having been duly warned, and is not able to prove that he has remedied this violation to the extent possible and has taken appropriate precautions to avoid future violations, Decsa reserves the right to withdraw from or terminate the supply contract without notice.

## **14 Place of performance**

14.1 The place of performance shall be the place where the goods are to be delivered in accordance with the contract or where the service is to be rendered in accordance with the order/contract.

## **15 Miscellaneous**

15.1 The ineffectiveness of any provision of these terms and conditions or subsequent supplementary agreements will not result in the invalidity of the other conditions. The Parties shall agree on a replacement provision that reflects the financial purpose as closely as possible.

15.2 These terms and conditions of purchase are governed exclusively by the laws of the Italian Republic. The following are excluded: the application of the Hague Convention on the uniform law on the international sale of goods, the United Nations Convention on Contracts for the International Sale of Goods or other conventions, regulations or other private international law concerning the law applicable to the sale of goods and/or services.

15.3 For any dispute arising out of these terms and conditions or connected with the same, the Court of Milan shall have exclusive jurisdiction, with the express exclusion of any alternative or competing court.

15.4 The Parties mutually acknowledge that each and every provision of this agreement, including these general terms and conditions of purchase of goods and services, has been extensively discussed, agreed upon and specifically approved by both Parties in their capacity as professional operators, as well as each and every paragraph and article.

**16 "Organisation, Management and Control Model pursuant to Legislative Decree No. 231 of 8 June 2001".**

*[Counterparty]* acknowledges and recognises that in implementation of the provisions of Legislative Decree no. 231 of 8 June 2001, containing the "*Regulations on the administrative liability of legal entities, companies and associations, including those without legal personality*" (hereinafter, the "**Decree**"), DECSA S.r.l. has adopted the Organisation, Management and Control Model referred to in the aforementioned Decree, including the Code of Ethics (hereinafter, the "**Model**").

*[Counterparty]* expressly declares that it has read the specific section of the company website <https://www.decsasrl.com/> of the Model and that it has fully understood its contents, committing to comply with them and to refrain from any behaviour that may constitute the offences contemplated by the Decree.

It also undertakes to ensure that any of its directors, auditors, employees, agents, or collaborators comply with the Model. If *[Counterparty]*, or any of its directors, auditors, employees, agents, collaborators, representatives, violates/infringes the requirements of the Model, as well as in the case of the commission of any of the offences under the Decree by *[Counterparty]* or any of its directors, auditors, employees, agents, collaborators, representatives, DECSA S.r.l. may terminate this Contract with immediate effect by communication to be sent by registered letter with acknowledgement of receipt or by certified email, without prejudice to compensation for any damages suffered or to be suffered.