

## ITEMA S.P.A. GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Definitions

1.1 For the purpose of interpretation of these General Conditions of Purchase, the following terms shall be understood with the following meaning:

- a) Purchaser: Itema S.p.a.
- b) General Conditions of Purchase: these General Conditions of Purchase.
- c) Special Conditions: any additional condition set out in the Sales Agreement or in the Order.
- d) Order Confirmation/Agreement: the document(s) sent by the Supplier to the Customer, reporting the technical characteristics of the Product and/or Service with which the Supplier accepts Itema's Purchase Order.
- e) Purchase Agreement or Agreement: it means any purchase order issued by Itema S.p.A. and accepted in writing by the Supplier, the Supplier's Offers accepted by Itema S.p.A., the written agreement signed by Itema S.p.A.
- f) Supplier: company/firm that supplies the Product and/or the Service.
- g) Offer: any written communication by which the Supplier offers to Itema S.p.A. goods or services, reporting their characteristics and specifying the conditions of the transaction.
- h) Purchase Order: any written communication with which the Purchaser declares to the Supplier that it wishes to purchase one or more Products and/or Services; it is specified that the Order does not constitute an irrevocable proposal, as defined under art. 1329 of the Italian Civil Code and is revocable at any time, until its acceptance. Purchase Orders, accepted by the supplier, are binding for the Supplier.
- i) Parties: the Purchaser and the Supplier considered jointly.
- j) Product and/or Service and/or System: the product and/or service and/or plant specified in the Purchase Order.

### 2. General provisions

These General Conditions of Purchase and the specific conditions contained in the Orders (including the attachments thereto and the texts to which they refer) form an integral part of each agreement in which Itema S.p.A. is the beneficiary of the provision of supply and/or procurement of goods or services. Any Purchase Agreement, regardless of the provision to which it refers, assumes the full acceptance of these General Conditions of Purchase, without any reservation, which replace any previous agreement or understanding between Itema S.p.A. and the Supplier, except for modifications or additional conditions that may be agreed in writing and accepted by the Purchaser. Any derogation or addition to such conditions is valid only if specifically accepted in writing by the Purchaser.

2.1 These General Conditions of Purchase always prevail over the Supplier's General Conditions of Sale, whose application is expressly excluded even if the Purchaser does not raise objections in writing to the Supplier's General Conditions of Sale. Therefore, the contractual relationship resulting from the completion of the Purchase Agreement will be governed by these General Conditions of Purchase.

2.2 These General Conditions of Purchase are considered to be fully known/knowable by the Supplier, since they are available on the website <https://www.itemagroup.com>.

The Purchaser reserves the right to modify and/or vary these General Conditions of Purchase by attaching such modifications and variations to the offers or to any written communication sent to the Supplier. Such modifications and variations are deemed accepted by the Supplier in the event of failure to contest them within 15 (fifteen) days following receipt or in the immediately subsequent correspondence.

**2.3** The Agreement is considered to be completed only:

- a) if entered into in a single document on the date of its signature;
- b) if entered into by means of exchange of Order and Order Confirmation on the date of sending the Order Confirmation;
- c) if entered into by means of exchange of Offer and Acceptance of the Offer on the date of sending the Acceptance of the Offer.

If the Agreement is not entered into with a single document, the Supplier must communicate to the Purchaser the acceptance of the order by sending a signed copy of the order confirmation, and the Agreement is considered entered into with the receipt of such order confirmation. In any case, even in the absence of written confirmation, the Agreement is considered entered into - and subject to these General Conditions - if, after the Supplier has started the supply, the Purchaser accepts the products or services of the Supplier.

Any total or partial withdrawals of the Purchase Orders relating to the Products and/or Services will not provide for any refund or compensation in favour of the Supplier. In the event of total or partial cancellations – by Itema – of the order concerning the plant, the latter will be required to pay the Supplier the consideration for the services already performed up to that moment, including all the materials and components of the Plant already set up at the date of termination of the Agreement, and the Supplier will transfer to ITEMA the portion of the Plant corresponding to the consideration paid by ITEMA and all the components already specifically purchased for the construction of the Plant, as well as all the documents relating to the Plant prepared by the Supplier at the date of termination of the Agreement.

**2.4** The Agreement and the related credit may not be transferred by the Supplier, not even partially, unless express written consent is given by the Purchaser who may, instead, transfer it by simply notifying the Supplier.

**2.5** The Supplier acknowledges that it does not enjoy any exclusive rights and therefore the Purchaser may also avail itself of other Suppliers for the procurement of the same Products and/or Services.

**2.6** Unless otherwise agreed in writing between the Parties, any forecast or purchase prediction provided by the Purchaser cannot be considered binding, as the Products and/or Services will be purchased at the Purchaser's discretion, according to its own production and business needs.

### **3. Changes to the characteristics, technical specifications, performance and yields of the contractual product.** **Manufacturing of products according to the Purchaser's instructions**

**3.1** The Supplier shall comply at all times with any request for changes to the characteristics, technical specifications, performance and yields of the product specified in the Agreement, regardless of their extent, but only if they are requested in writing by the Purchaser.

**3.2** Such changes shall not entail any variation in prices and other conditions of supply if they are not substantial and, in other cases, if the Supplier does not request a renegotiation of the conditions of supply within five days of receipt of the written request for change.

**3.3** In no case, for the exercise of the rights envisaged in this article, may the Supplier withdraw from the Agreement or (unless there is a written request from the Purchaser to which the Supplier must comply), interrupt or suspend the design or manufacture of the products.

**3.4** When the Agreement refers to a product that differs, even if only for one or more details, from that usually manufactured or marketed by the Supplier, and in particular when the Agreement refers to a product to be manufactured according to the more or less detailed instructions of the Purchaser or the Purchaser's customer, it is understood that, unless otherwise agreed upon in writing, the Supplier shall manufacture the product exclusively to be sold to the Purchaser.

## 4. Confidentiality

**4.1** Confidential information (which means any information, technical, technological or commercial documentation, as well as models, samples, drawings, materials or components made available to the Supplier for the design, testing, development of the object of the Purchase Agreement, of the related prototypes or equipment) are and shall remain the exclusive property of the Purchaser and may be used by the Supplier, exclusively for the execution of the Purchase Orders issued by the Purchaser. Therefore, the Supplier undertakes to treat such information as strictly confidential.

**4.2** In relation to the use of confidential information, the Supplier, even after termination of the supply relationship, is required to:

- a) keep the confidential information with the utmost confidentiality and return it to the Purchaser, upon request of the latter and without prior notice;
- b) mark the confidential information provided by Itema as the property of the latter, not reproduce or copy it, unless expressly authorised in writing by the Purchaser and not transmit it or reveal its content to third parties; not request patents or other industrial property rights, which, however, if requested, must in any case be transferred to the exclusive property of Itema;
- c) not have third party subcontractors manufacture, in any capacity, directly or indirectly, for productive use, exploiting the confidential information referred to above, without the written consent of the Purchaser;
- d) impose and guarantee compliance with the confidentiality obligations deriving from these General Conditions of Purchase to its employees and/or collaborators involved in the supply of the Products and/or Services.

**4.3** The trademarks, patents and any other intellectual property rights of the Purchaser shall remain with the latter.

**4.4** Unless otherwise agreed in writing, when the Agreement requires the Supplier to develop the project, design or characteristics of the product on the basis of more or less detailed recommendations provided by the Purchaser, any industrial information created in this context by the supplier shall be the exclusive property of the Purchaser, who shall have all economic exploitation rights, even in the case of patentable inventions or discoveries or intellectual works protected by intellectual property laws. The consideration for such exclusive economic exploitation rights has been specifically taken into account when setting the price of the supply of the goods and services covered by the Agreement.

## 5. Specific Equipment

**5.1** The specific equipment that the Purchaser may make available to the Supplier for the execution of the Purchase Agreement (necessary for the Supplier to manufacture and supply the Product and/or to perform the Service) shall remain the exclusive property of the Purchaser. Therefore, the Supplier will be responsible for their loss, destruction, damage or immobilisation for any seizure under legal process of the same, due to malicious or negligent acts attributable to the Supplier.

**5.2** With reference to the aforementioned specific equipment, the Supplier is required to:

- a) provide suitable insurance coverage against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage;
- b) keep or use them with the utmost care.
- c) carry out ordinary maintenance at its own expense, unless otherwise provided by the Purchaser;
- d) notify the Purchaser, as a matter of urgency, of the need for extraordinary repairs, replacement or remaking, it being understood that any decision in this regard shall be made by the Purchaser; the related expenses will be considered to be borne by the latter, unless such events are attributable to the Supplier, in which case the expenses shall be borne by it, it being understood that those interventions made necessary by the failure to perform ordinary maintenance or by carelessness or misuse of the equipment are the Supplier's responsibility;
- e) not to transfer them outside the Supplier's premises, unless previously authorised by the Purchaser;

- f) allow the Purchaser's personnel to check the state of wear of the same and the methods of preservation at any time;
- g) not to transfer or assign them to third parties for any reason;
- h) not to use them or have them used by subcontractors except for the performance of the Purchase Agreement and subject to specific authorisation by the Purchaser; in this case, the Supplier will in any case be deemed responsible for any damage to the equipment due to the use or storage of the same;
- i) comply with all instructions of the Purchaser regarding their storage, return or scrapping;
- j) return them immediately to the Purchaser's plant upon request;
- k) indemnify the Purchaser from any liability or claim for compensation that may arise as a result of damage caused to property or persons arising from the use of the aforementioned Equipment by the Supplier's personnel and subcontractors authorised by the Purchaser. To this end, the Supplier guarantees that its personnel and any subcontractors' personnel have been trained and instructed to use the Purchaser's equipment.

**5.3** With reference to the specific equipment owned by the Supplier that the latter has created for the manufacturing of Products and/or for the performance of the Service covered by the Purchase Agreement, the Supplier undertakes to transfer the same specific equipment to the Purchaser, at a price equal to the residual amortisation, in any case of termination of supply and/or upon simple request of the Purchaser.

## **6. Shipping and Delivery**

**6.1** The dates, quantities, places, terms and schedules for delivery of the Products and/or provision of the Services specified in the Purchase Agreement are binding for the Supplier, are to be considered mandatory and established in the interest of the Purchaser who schedules their work on the basis of the delivery terms agreed with the suppliers. The specified delivery terms represent the last day by which the Agreement must be performed in the individual deliveries as listed.

Similarly, the terms indicated for the provision of services report the last date by which they must be rendered, as well as any start date or intermediate performance of the services.

**6.2** Delivery is intended to be carried out at the Purchaser's warehouses, located in via Cav. Gianni Radici n. 4, 24020 Colzate (BG) - INCOTERMS 2010 DDP - unless otherwise specifically agreed in writing between the Parties. The delivery documents must include the following information: Purchase Agreement number (or, if not entered into in a single contextual document but with a purchase order or acceptance of the offer, the number of these), ITEM code of the material, indication of any Supplier code, description of the material, unit of measurement, quantity.

**6.3** In the event of early delivery, the Purchaser reserves the right to return the Products supplied before the deadline agreed in the Purchase Agreement, at the expense and risk of the Supplier or to charge the latter for storage costs, unless otherwise agreed in writing between the Parties.

**6.4** In the event of a delay in the delivery of the Products or a delay in the performance of the Services, the Purchaser shall have, at its discretion, one or more of the following rights:

- a) demand the performance of the Purchase Agreement, in whole or in part, and apply a penalty equal to 1% of the price relating to the quantities of Products not delivered or Services not provided within the agreed deadline, for each day of delay, up to a maximum of 10% of the total amount of the price of the products whose delivery is delayed;
  - b) supply elsewhere, in whole or in part, the Products and/or Services ordered, at the expense and risk of the Supplier, giving notice thereof to the Supplier;
  - c) in the event of a delay exceeding 10 days, terminate the Agreement, with immediate effect, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, by means of a simple written communication to the Supplier.
- In any case, the Purchaser's right to compensation for any damage suffered is reserved.

**6.5** If the execution of the Purchase Agreement is prevented by the occurrence of proven circumstances of force majeure, the Supplier shall promptly communicate in writing to the Purchaser the origin and termination of the causes of force majeure, together with the confirmation by the Chamber of Commerce (or equivalent foreign body) that such causes have actually occurred. The Supplier shall also be required to take all necessary actions to control the negative effects for the Purchaser. In this case, the terms of delivery of the Products or supply of the Services, subject to the Purchaser's consent, shall be deemed to be extended for no more than 30 days and the new term shall be established by means of written agreement between the Parties. If the causes of force majeure continue for more than 30 days, Itema is entitled to terminate the Purchase Agreement (or part of it), without bearing any penalty.

**6.6** After the occurrence of an event caused by force majeure, the Supplier shall promptly, and in any case no later than 3 (three) calendar days from the moment it becomes aware of it, notify the Purchaser, informing it of all the details of such event.

In any case, the Purchaser may terminate the Agreement if the circumstances that determine the force majeure continue for more than 30 days, it being understood that termination may also be communicated earlier if the nature or circumstances of the force majeure exclude from the beginning any reasonable possibility of termination of the same during the specified period of 30 days.

**6.7** In the event that the Supplier decides to cease the production of one or more Products or the execution of one or more Services, it must give written notice to the Purchaser with at least 12 months' notice, and agree with the latter on the Last Buy Order.

**6.8** The Purchaser shall have no obligation to purchase nor any liability for any Products supplied in excess of the quantities established in the Purchase Agreement, even if these have already been temporarily deposited in the Purchaser's warehouses. The latter shall be therefore entitled to return the above excess quantities at the expense and with the assumption of risks by the Supplier.

## **7. Safety**

**7.1** With reference to the Services covered by the Purchase Agreement, which the Supplier will perform at the Purchaser's premises, the Supplier undertakes to perform such Services fully and in a workmanlike manner, taking full responsibility of organisation and management.

**7.2** In this regard, the Supplier guarantees that the Services will be performed by its trained and technically suitable personnel. For the purposes of compliance with the regulations relating to health and safety at work, in compliance with Legislative Decree no. 81/2008, the Supplier undertakes to provide the Purchaser with the list of personnel involved in the performance of the Services. In compliance with Legislative Decree no. 81/2008, during the execution of the Service, the Supplier also undertakes to implement all technical measures aimed at ensuring the safety and security of its employees, as well as to comply with the information provided by the Purchaser regarding the risks arising from the work environment, the prevention and emergency measures and procedures implemented in relation to its activity, including the Single Interference Risk Assessment Document (DUVRI).

**7.3** The Supplier is expressly prohibited from subcontracting the execution of the Services/supply of the Products in whole or in part, unless expressly authorised in writing by the Purchaser.

**7.4** In any case, the Supplier undertakes to indemnify the Purchaser from any liability or damage, direct or indirect, caused to third parties and/or to things arising from the execution of the Service. Therefore, the Purchaser is fully responsible for the actions of both its own personnel and any authorised subcontractors. The Purchaser retains the right to request compensation for any damage suffered.

## **8. Personnel of the Supplier**



**8.1** The Supplier undertakes to indemnify, compensate and hold harmless the Purchaser from any and all claims that the Supplier's personnel and/or subcontractors' personnel (if and when authorised by the Purchaser) employed for the performance of the Services or the supply of the Products and/or the social security, welfare and insurance institutions may advance against the Purchaser, at any time, for the failure or incorrect fulfilment of salary, social security, contribution and welfare obligations by the Supplier or any subcontractors. Without prejudice to the above, the Parties also agree that, in the event that the aforementioned subjects and/or Entities have already advanced, or should advance claims, in this sense, against the Purchaser, the latter is automatically entitled, as soon as it receives any request, to suspend, as a guarantee, within the limits of the amount equal to that which may be subject to joint liability, any payment due to the Supplier, without the latter being able to file any claim against the Purchaser. In particular, it authorises the Purchaser from now on to pay the workers or the social security, welfare and insurance bodies directly, in place of the Supplier, then deduct such amounts from the amount due to the Supplier for the services provided by the latter.

**8.2** The Supplier accepts that the Purchaser may request, at any time, from the Supplier, who undertakes to provide, the documentation necessary to verify the correct execution of payments and wage and contribution payments in favour of workers, by way of example: DURC (certificate of tax payment regularity), LUL (single employment ledger), F24 (tax return form), Uniemens (worker's contributions statement).

## **9. Obligations of the Supplier. Warranty**

**9.1** The Supplier shall deliver the products with the technical, qualitative and quantitative characteristics agreed upon, and, in particular, compliant with the drawings and samples, which must conform to, in the case of machinery and systems or tools, the current regulations for the prevention of accidents and the protection of workers' health.

**9.2** The Supplier ensures the quality of the Product, the safety of the related production process and its suitability for the use for which it is intended. The delivered goods shall comply with the current CE standards and Italian legislation, and similarly, the services shall be provided in compliance with such standards, with particular reference to safety standards.

**9.3** The Supplier undertakes to prepare and provide the Purchaser with all the technical and informative documentation, including any developed after delivery, relating to the Products as well as the production processes/parameters. The Products covered by the purchase Agreement, therefore, shall be supplied, where necessary, complete with all the technical documentation for operation and maintenance as well as any certificates requested and/or necessary. Furthermore, at the time of purchase of the Product, the Supplier undertakes to specify in writing the conditions of use of the Product (by way of example, operating and environmental conditions such as vibrations, humidity, temperature, where and how the Product is assembled or particularly relevant components of the Product, etc.); otherwise, any malfunction connected to lack of information shall be attributable exclusively to the Supplier.

**9.4** If the Purchaser intends to obtain any certification - whether pertaining to compliance with specific national, EU or international standards or pertaining to the quality of the products - relating to the products delivered by the Supplier or relating to goods that are manufactured using the Supplier's products, the Supplier must assist the Purchaser in all necessary procedures and make available all documentation and information concerning the products supplied that is necessary or even just useful for obtaining the certification requested by the Purchaser.

**9.5** The Supplier guarantees that the Products are free from defects, compliant with the offered qualities, suitable for the use for which they are intended and with any other technical specification agreed from time to time between the Purchaser and the Supplier, as well as with the best quality standards for that type of Products. The Supplier also guarantees that the Products supplied correspond to the characteristics and specifications agreed upon, that

the materials used are free from defects and even hidden defects and that the work has been carried out in perfect workmanship and in compliance with the latest technologies.

Similarly, the services provided must correspond to the contractual agreements.

**9.6** The Delivery of the products to the Purchaser does not imply their acceptance, which will be deemed confirmed only after the deadline for reporting defects has elapsed. In the event that the Products, due to their particular type or destination (such as, by way of example, systems) should be subject to testing, acceptance will only occur following the definitive and positive testing of the same, to be carried out in conjunction with the Purchaser at the place of destination of the Products, and the drafting of the relative acceptance report, in the manner and terms that will be established in the relevant Agreements.

**9.7** The warranty on all Products shall last 24 months unless otherwise agreed in writing between the Parties and shall start from the moment of delivery of the Products to the Purchaser's premises.

**9.8** Regardless of the delivery condition of the Products, the recognised quantity (by number, weight, dimensions, square footage, etc.) will be the one actually found upon arrival at the Purchaser's premises or at the places of delivery specified to the Supplier.

The differences must be communicated to the Supplier within 60 days of delivery, excluding any other shorter term of forfeiture established by the current regulations.

The non-conformities and defects detectable with normal inspection must be reported within 90 days of the delivery date, while hidden defects or defects that are not easily detectable through a superficial inspection must be reported within 30 days of their discovery. The limitation period referred to in art. 1495 of the Italian Civil Code is extended to four years.

**9.9** If the Supplier delivers products that do not exactly conform to those requested, are not functional for the use for which they are intended or have suffered damage or deterioration during transport, the Purchaser will be entitled to request their replacement or return them to the Supplier and terminate the Agreement with a simple written communication.

Upon request of the Purchaser, the Supplier will be required to promptly replace or repair, in any case within 5 days of the Purchaser's request, all Products that are defective or do not correspond to the agreed characteristics, charging the same with all related costs.

All costs of returning the products or replacing them, without prejudice to the obligation to compensate for damages suffered by the Purchaser, shall be entirely borne by the supplier.

**9.10** The Supplier will also be required to go to the Itema Customer's premises, promptly replacing/repairing the defective or non-compliant Products free of charge, taking charge of all costs of collection and delivery of the Products. In the event that Itema intervenes directly at the Customer's premises to replace/repair the defective Products, the Supplier must in any case provide Itema, free of charge, with the new Products to be replaced or the components to be repaired and, furthermore, the Supplier undertakes to reimburse Itema for all costs incurred by the Purchaser for the intervention, supported by appropriate documentation, without prejudice, in any case, to compensation for any damages suffered directly or indirectly by the Purchaser.

**9.11** In the event that a number equal to or greater than 3 defective Products or Components of the Product (meaning the same type of Component in 3 different Products) characterised by a fault of the same nature is identified at the same customer, the Parties establish that for the three or more defective Products/Components the Supplier shall undertake to provide Itema with a new Product/Component at its own expense or, in the event that Itema has only carried out the repair, to reimburse Itema for the material used for the repair of the defective Product/Component. Furthermore, Itema may request technical intervention by the Supplier to support Itema's personnel.

**9.12** Without prejudice to the provisions of article 8.9 above, in the event that a percentage of defective or, in any case, non-compliant Products is found on one or more batches of parts that overall exceed the tolerance limit (if agreed), the Purchaser may suspend payment of the amount corresponding to the price due for the entire batch until the Supplier has fully and correctly fulfilled the obligations. The contractually agreed deadlines and terms will start running again from the day on which the supplier is again in compliance and the contractually agreed conditions are re-established. This does not affect the Purchaser's right to obtain compensation for all damages suffered.

**9.13** The Supplier also undertakes, even beyond the terms of the warranty, to hold the Purchaser harmless for any damage or expense that may arise directly or indirectly for the Purchaser due to defects or non-conformities of the Products and that may be classified, pursuant to the law or community regulations, as the manufacturer's liability.

**9.14** The Supplier undertakes to expressly specify in writing to the Purchaser any information relating to the possible dangerousness of the Products ordered, in order to avoid any accident or damage. In the event of non-compliance, the Supplier will be the sole and direct responsible for any damage caused to persons and things.

## **10. Prices**

**10.1** The prices specified in the Purchase Agreement are fixed, all-inclusive and not subject to variations of any kind, unless otherwise agreed in writing between the Parties.

**10.2** Without prejudice to current tax regulations, invoices for the purchased products must, in any case, be issued within the current month starting from delivery.

## **11. Delivery documents, packaging, material identification, invoices and payments**

**11.1** Delivery documents must contain the following information: Agreement number (or, if not concluded in a single contextual document, but with purchase order or acceptance of the offer, the number of the latter), material ITEM code, specification of any Supplier code, description of the material, unit of measurement, quantity.

**11.2** Packaging must be defined at the time of ordering or after the first delivery of the Product. Packaging must also meet the following specifications: different packaging must be made for different codes where necessary (e.g. different codes must not be present in the same container) and the containers used must be suitable, in terms of size and weight, for the materials they must contain. Containers must ensure easy handling and transport and must also be recyclable and free from harmful substances in compliance with current regulations. The Supplier has exclusive responsibility for packaging.

**11.3** The minimum information, for the purposes of correct recognition and traceability of the materials supplied, which must be present on each package are: company name of the supplier, ITEM code, description, quantity, numbering of packages containing the same codes, number of the supplier's transport document. However, for packaging and identification, reference is made to any operating instructions of the Purchaser where present for the specific Product. Otherwise, and in any case, the Supplier must provide for packaging of the Products - as agreed at the time of ordering or after the first delivery - that is adequate to avoid any form of damage during transport and in loading and unloading operations. The Supplier will be charged by the Purchaser for all costs arising from damage caused by inadequate packaging.

**11.4** The invoices must include what is specified on the delivery documents, in addition to the reference of the delivery document itself, and be addressed to and sent to Itema S.p.a., via Cav. Gianni Radici n. 4, 24020, Colzate (BG).

**11.5** The Purchaser shall make the payment in the manner and at the due date agreed in the Purchase Agreement, subject to receipt of the duly completed documents provided for in the previous paragraphs and, more generally,



provided that the Supplier has accurately fulfilled all the obligations specified in the Purchase Agreement and in these General Purchase Conditions, in any case without prejudice to the legal remedies in favour of the Purchaser. In particular, reference is made to the document drafted by the Purchaser in relation to the obligations for the responsibility of the contractor in terms of safety and compliance with labour regulations, an integral part of these General Purchase Conditions.

## **12. Spare parts**

**12.1** The Supplier must guarantee the availability of the Products and their components as spare parts for at least ten years from the time of each individual purchase of the Product by the Purchaser.

## **13. Ecological impact**

**13.1** The Supplier is required to comply with the current national and international environmental and ecological regulations with reference to the production processes and the Products and/or Services intended for the Purchaser.

**13.2** In particular, the Supplier is required to comply with regulations regarding waste management, emissions, discharges and environmental emergencies.

## **14. Insurance**

**14.1** The Supplier undertakes to take out and maintain active suitable insurance policies to cover any damage caused by the Product delivered and/or the Service provided, or by transport including those resulting from defective or insufficient packaging; the insurance policy will be exhibited upon request by the Purchaser. It is understood that the insurance obligations do not entail any reduction in the Supplier's liability.

## **15. Jurisdiction and applicable law**

**15.1** Any Agreement, even if entered into with foreign suppliers and for materials supplied from abroad, shall be governed by Italian law. Any dispute arising between the parties in relation to the execution of the Agreements entered into between them is subject to the jurisdiction of an Italian judge and to the exclusive jurisdiction of the court of Bergamo.

**15.2** The governing language of these General Conditions of Purchase is Italian, in the case of Italian suppliers, or English in the case of foreign suppliers.

**15.3** The implementation of the Vienna Convention of 1980 and of The Hague Convention relating to Agreements for the international sale of goods is excluded.

## **16. Declarations**

**16.1** At the time of each supply of new Products, the Supplier undertakes to send the Purchaser the declaration of origin of the Products and to renew such declaration upon its expiry. In default, the Purchaser is entitled to terminate the Agreement with immediate effect, without prejudice to the compensation for any damage, including any sanctions, due to the failure to send the declaration of origin.

**16.2** Furthermore, the Supplier is required to send its Made In Declaration, Long-term Declaration for products with preferential origin status as well as the Dual Use declarations. The Supplier is also required to send the Purchaser all the documentation necessary for carrying out the export procedures. If in default, the Purchaser is entitled to suspend the relative payment of the invoices in progress and to terminate the Agreement to which the breach refers and any other existing Agreement, even if not yet performed, with immediate effect, without prejudice to the compensation for any damage, including any sanction, resulting from the failure to send the declaration of origin or from the sending of incorrect documentation.

## 17. Privacy

**17.1** Personal data will be processed by the Purchaser in compliance with the provisions of EU Regulation no. 679/2016 as well as Legislative Decree 10 August 2018, no. 101, containing the provisions for the adaptation of national legislation to the principles of the aforementioned European Regulation. In this regard, the Privacy Policy of Itema S.p.A. has been forwarded to the Supplier, by email, together with these General Conditions of Purchase. The Policy is also available on the Company's website ([www.itemagroup.com](http://www.itemagroup.com)).

## 18. Validity and effectiveness of clauses

**18.1** The possible nullity, cancellation and/or ineffectiveness according to the law of one or more clauses of these General Conditions of Purchase does not affect the validity of the remaining clauses, which will remain fully valid, effective and binding.

## 19. Code of Ethics and Organisation, Management and Control Model of Itema S.p.A.

**19.1** The Supplier declares to know the principles and rules set by Legislative Decree 231/2001. Legislative Decree 8 June 2001, no. 231, which contains the "Regulations on the administrative liability of legal persons, companies and associations including those without legal personality", to which Itema has also complied by adopting a Code of Ethics, containing the principles and rules of its business, and an Organisation, Management and Control Model, containing the rules adopted to prevent the commission of the crimes provided for by the Decree. The Supplier also declares to know and comply with the rules contained in the ITEMA Group Code of Ethics published on the Itema website (<http://www.itemagroup.com>) and undertakes to refrain from adopting behaviours contrary to them in the performance of the obligations undertaken by the same with the subscription of these General Conditions of Purchase.

**19.2** Any violation of the Code of Ethics and/or of the Organisational Model of Itema S.p.A. and/or of the rules provided for in the aforementioned Legislative Decree 8 June 2001, no. 231, shall constitute a serious breach pursuant to and for the purposes of articles 1455 and 1456 of the Italian Civil Code and will give Itema S.p.A. the right to terminate any Agreement entered into with the Supplier, with immediate effect and by simple written communication, without prejudice to compensation for any damage caused.

## 20. Ethical-Social Clause

**20.1** The Supplier declares that it will refrain from seeking or obtaining benefits from third parties by promising or guaranteeing compensation that is not related to legitimate and fair business relationships.

**20.2** The Supplier undertakes to comply with the principles established in the fundamental ILO Conventions on the abolition of forced labour, the elimination of child labour, equality and freedom of association.

**20.3** The Supplier will not hire children under the age of 16, unless specifically allowed by the applicable legislation in the country where it operates; in such case, it must provide prior written information to Itema.

**20.4** The Supplier shall employ, for the performance of the Agreement, only foreign workers with regular residence permits.

**20.5** The Supplier may not resort to prison labour for the provision of services or for the production of goods intended for Itema S.p.A.

**20.6** The Supplier shall employ, for the performance of the Agreement, only adequately trained workers and shall ensure compliance with the regulations on safety at work, demanding the same from its potential suppliers.

**20.7** The Supplier guarantees to comply with corporate, tax and social security regulations in the performance of the Agreement and to use only regularly employed workers who are paid the economic and social security treatment provided for by the collective agreements of the sector and by the regulations governing such matters. It undertakes to provide Itema with all relevant documentation for the sole purpose of verifying the correct and timely fulfilment of all legal obligations.

**20.8** Violation of this article constitutes a serious breach pursuant to and for the purposes of art. 1455 and 1456 of the Italian Civil Code and will give Itema S.p.A. the right to terminate any existing Agreement by operation of law, without prejudice to the right to compensation for any damage suffered (including, by way of example, those deriving from the application of the penalties specified in the aforementioned decree no. 231/01 and reputational damages).

## **21. Amendments to the Agreement**

**21.1** Any amendments to the Agreement proposed by the Supplier will be valid only if accepted in writing by the Purchaser.