

General Terms and Conditions of Purchase ARCHIMICA S.p.A valid as of January 1, 2021

§ 1 General Terms, Scope

- (1) These General Terms and Conditions of Purchase (the “**GTCP**”) apply to any agreement (the “**Agreement**”) concluded by ARCHIMICA S.p.A. (“**ARCHIMICA**”) for the purchase of products and services from of any seller or contractor (the “**Supplier**”) and shall form an integral part of such Agreement.
- (2) By agreeing to supply products or services to ARCHIMICA, Supplier agrees to be bound by and accepts these GTCP, unless ARCHIMICA and Supplier have entered into a separate supply agreement in writing (other than by exchanging orders and order confirmations). Any terms or conditions from Supplier (whether included in an order confirmation or not) that contradict or deviate from the GTCP shall not be part of the Agreement unless ARCHIMICA consents in writing. This shall also apply where ARCHIMICA has accepted the delivery of a product or the provision of a service without reservation, irrespective of whether ARCHIMICA knew of the deviating terms and conditions of the Supplier or not.
- (3) Any legally binding declarations and notifications to be made after conclusion of an Agreement such as deadlines, reminders or withdrawals shall require the written or text form.

§ 2 Contract Conclusion

- (1) Unless ARCHIMICA and Supplier have entered into a separate supply agreement in writing, an Agreement shall be concluded by Supplier’s confirmation of an order placed by ARCHIMICA.
- (2) Orders, delivery schedules and order changes from ARCHIMICA (the “**Order**”) shall only be binding once issued in written or text form. Any verbal agreements, modifications or amendments of an existing Agreement shall only become binding upon confirmation in written or text form by ARCHIMICA. This shall also apply to additionally agreed deliveries or services. Silence on suggestions, proposals or claims from the Supplier shall not be considered as consent. All offers and cost proposals from the Supplier shall be issued free of charge unless otherwise agreed.
- (3) The Supplier shall immediately confirm each Order in writing or in text form (the “**Order Confirmation**”). ARCHIMICA shall no longer be bound by an Order if Supplier has not issued an Order Confirmation within an appropriate period of time (in which a confirmation could be expected under regular circumstances). ARCHIMICA may revoke the Order until receipt of the respective Order Confirmation.
- (4) ARCHIMICA may demand changes to delivery items, services, or date of delivery or service from the Supplier even after conclusion of an Agreement if this may reasonably be expected from the Supplier, duly taking into account the legitimate interests of both Parties. Contract changes shall give due consideration to the effects for both Parties, especially with respect to increased or reduced costs and delivery or service dates or deadlines.

§ 3 Delivery Time, Delays

- (1) Delivery and service periods as well as delivery and service dates (hereinafter referred to as Delivery Dates) as specified by ARCHIMICA in the Order shall be binding on Order Confirmation from the Supplier. The Supplier shall immediately inform ARCHIMICA (if possible the contact person named in the Order) in written or text form without delay of any circumstances that have occurred or according to which it is recognizable that the Supplier will not be able to comply with the Delivery Date, stating reasons and expected duration of

the delay.

- (2) The Supplier may only send partial deliveries or perform partial services after approval from ARCHIMICA in written or text form.
- (3) The Supplier shall send all documentation (in particular: delivery notes, certificates of analysis, manufacturing documents, plant and equipment documentation) as necessary for further use of the products even if the supply of such documentation has not been expressly agreed. Delivery shall only be deemed complete on receipt of all required documentation.
- (4) If Supplier should fail to provide a service or deliver products at all or within the agreed period, ARCHIMICA reserves all rights according to statutory provisions, especially the right to withdrawal and compensation for direct and indirect damages as well as reimbursement for expenses. The provisions in Section 5 shall remain unaffected. The acceptance of a delayed delivery shall not constitute a waiver on compensation claims.
- (5) ARCHIMICA may demand compensation for damages caused by delayed delivery or service at an amount of one half of a percent (0.5%) of the net price per calendar day up to a total of fifty percent (50%) of the net price of the delayed delivery or service from the Supplier in addition to specific performance and additional legal claims. ARCHIMICA reserves the right to assert additional claims for damages. The Supplier is entitled to prove that (i) ARCHIMICA has suffered no damages at all or damages lower than the lump-sum under this paragraph or (ii) that Supplier is not responsible for the delay.
- (6) ARCHIMICA may refuse receipt of delivery, service, or acceptance, if acceptance is part of the contract, at the cost and risk of the Supplier for delivery before the agreed Delivery Date. The Supplier shall reimburse ARCHIMICA for any additional costs such as warehousing or insurance if ARCHIMICA does accept the delivery or service, and signs acceptance if acceptance is part of the Order. The agreed payment period for a premature delivery or service shall begin on the agreed Delivery Date at the earliest, regardless of the actual date of delivery of the goods or services.

§ 4 Service, Delivery, Transfer of Risk, Property

- (1) Unless agreed differently in writing, the Supplier shall not perform services owed to ARCHIMICA through third parties. The Supplier shall bear the procurement risk for its services unless otherwise agreed in an individual case. Notwithstanding the above provisions, the Supplier shall bear the responsibility for actions or omissions of third parties engaged by the Supplier, the conduct of which is attributable to the Supplier, and shall remain responsible for specific performance according to the contract.
- (2) Deliveries to ARCHIMICA shall be made DDP (Incoterms 2020) to the destination specified in the Order. The destination for delivery shall be the registered office of ARCHIMICA in Lodi (LO), Italy, if no other destination has been specified in an Order. The respective destination shall also be the place of performance for the purposes of specific performance.
- (3) The Supplier shall immediately notify ARCHIMICA of each delivery after execution by sending shipment notice. ARCHIMICA shall not be held responsible for any delays in acceptance due to the Supplier’s failure to send shipment notice. The Supplier shall include a delivery note stating the date (issue and shipment), delivery contents (article numbers and quantities), and SAP order number from ARCHIMICA with the delivery. ARCHIMICA shall not be held responsible for delays in processing and payment arising from a missing or incomplete delivery note.

- (4) The risk of loss or damage to the goods shall be transferred to ARCHIMICA upon delivery at the place of performance. Acceptance shall constitute transfer of risk if acceptance has been agreed in the Order.
- (5) The transfer of title to the goods delivered to ARCHIMICA shall take place with delivery of the goods. Transfer of title to the goods to ARCHIMICA shall be unconditional and without regard to the payment of the purchase price. Unless otherwise agreed, all forms of retention of title, including expanded or extended reservation of title are excluded.
- (6) If ARCHIMICA does accept the Supplier's terms of transfer of title as conditional upon purchase price settlement in an individual case, the Supplier's retention of title shall not exceed the amount of outstanding claims receivable for goods delivered and shall expire on payment of the outstanding amount at the latest. ARCHIMICA shall remain authorized to process and resell the goods during regular business in pre-assignment of the resulting claims at the amount of the main principal to the exclusion of any other forms of retention of title, in particular extended and assigned retention of title as well as extended retention of title to goods in further processing or alteration.
- (8) ARCHIMICA is entitled to offset retention rights as well as defense of non-performance of the contract to the extent permitted by law. ARCHIMICA may in particular withhold due payment where ARCHIMICA still has claims against the Supplier due to incomplete or defective delivery or contract performance. The Supplier may only be entitled to offset or claim retention rights insofar as the counterclaims are acknowledged, undisputed or assessed in a legally binding judgement or for counterclaims based on the same transaction.

§ 6 Materials, Documentation, Confidentiality

- (1) ARCHIMICA shall reserve all ownership rights including copyright to any illustrations, diagrams, drawings, calculations, implementation instructions, product descriptions, product specifications, manufacturing instructions or other documentation (hereinafter referred to as Documentation) provided by ARCHIMICA. The Supplier shall keep the Documentation safe and return the Documentation to ARCHIMICA after completion of the contract or destroy the Documentation if requested to do so by ARCHIMICA. The Documentation shall only be used for the contractual purpose. The Supplier shall maintain confidentiality on the Documentation towards third parties for a period of 5 years after termination or expiration of the Agreement. The Supplier shall impose similar confidentiality obligations on its own employees involved in the performance of the contract. This confidentiality obligation shall not apply where the knowledge contained in the Documentation is generally known to the public. The Supplier shall bear the corresponding burden of proof.
- (2) The above provisions shall apply to all other confidential information disclosed by one party to the other where such information is not publicly known, in particular financial, technical or other business or operational information.
- (3) The above provisions shall apply to substances and materials as well as tools, templates, samples, and other items that ARCHIMICA provides to the Supplier for the manufacturing process. The Supplier shall store these items separately and insure them at a reasonable level against damage and loss. ARCHIMICA shall reserve all ownership rights including copyright to the above items unless legal provisions demand transfer of title due to combining, mixing or processing.
- (4) The Supplier shall grant ARCHIMICA the unrestricted, irrevocable, and transferable rights of use and exploitation for all products and work results relating to the delivery or performance of services for all known and unknown types of use. In particular, ARCHIMICA shall be granted the right to exploit, copy, distribute, modify or further develop these work results in whole or in part, or have these activities performed by third parties. To the extent that the work results were developed individually by Supplier for ARCHIMICA, the Supplier shall grant the rights described above exclusive to ARCHIMICA. The granting of the rights of use and exploitation described above shall be covered in full by settlement of the purchase prices specified in the Order.
- (5) The Order shall be treated confidentially. The Supplier may only quote ARCHIMICA as a reference to third parties on prior written consent from ARCHIMICA.

§ 5 Prices, Terms of Payment

- (1) All prices shall be quoted as net prices plus statutory value-added tax applicable at the time of the offer, which shall be quoted separately.
- (2) Unless otherwise agreed in a particular case, the agreed price shall include all main and ancillary services from the Supplier (such as assembly and installation) including procured materials and utilities (such as proper packaging; shipping costs including any shipping and liability insurance) and all other costs, fees and charges (such as taxes and duties) in connection with the Deliverables. This shall also apply to any samples to be delivered where agreed. The Supplier shall at its own cost take back packaging materials including packaging for whole trading units at the request of ARCHIMICA.
- (3) Unless otherwise specified in the Order, as an express exception to artt. 1467 and 1664 of the Italian Civil Code, the price and consideration for the Order, however denominated, are deemed fixed and invariable, not subject to revision, as the Parties agree that the Order is of uncertain nature.
- (4) If not otherwise agreed upon in the Order, invoicing shall be done on delivery of the product or service, according to the provisions under the previous article.
- (5) Each invoice shall indicate the Order number and correspondent bank chosen by the Supplier for the payment via bank transfer, and shall be delivered directly to the Finance Department of ARCHIMICA: fornitori@archimica.com Pro-rata invoices are not accepted.
- (6) The agreed price shall be due for payment within ninety (90) calendar days after complete delivery of ordered products and performance of a service or acceptance if acceptance has been agreed upon, and receipt of a proper invoice. The Supplier shall grant a discount of two percent (2 %) if ARCHIMICA should pay the net invoice amount within fourteen (14) calendar days from the date of the invoice. Payment shall be deemed to have been made on time by bank transfer if the transfer order has been received by ARCHIMICA's regular bank before the due date. ARCHIMICA shall not be held responsible for delays in payment by other banks involved.
- (7) ARCHIMICA shall not owe interest payable after the due date. The default interest shall amount to five percentage points above the base rate. The statutory provisions shall apply in determining default.

§ 7 Defective Deliverables, Liability

- (1) Unless otherwise agreed, the statutory provisions shall apply to material and legal defects in delivered goods (including wrong and short deliveries, improper assembly or commissioning, defects in the assembly, installation or operation manual) or to other breaches of obligations by the Supplier (including in the provision of services under an

Agreement).

- (2) The Supplier shall in particular be liable according to statutory provisions that upon transfer of risk, the delivered goods correspond to the agreed specifications, have no defects affecting its value and suitability, are fit for their contractual intended use, comply with standards or good manufacturing practices generally accepted in science and technology, and comply with applicable laws and regulations. Product descriptions and specifications specifically referred to by name or reference in the Order (or in another part of the Agreement), shall be deemed as agreed specifications regardless of whether the product description originates from ARCHIMICA or the Supplier or manufacturer.
- (3) ARCHIMICA is entitled (but not obliged) to check that execution times are complied with, along with quality/quantity requirements for the Supply at any stage (procurement / manufacture / assembly, etc.) at the Supplier's factory or at the factory of any authorised sub-suppliers.
- (4) For the entire execution time of the Order, the Supplier shall designate a skilled person as a reference for ARCHIMICA during inspections.
- (5) The Supplier has to carry out all necessary tests and inspections, even if they are not expressly specified in the Agreement but are dictated by good practice due to the specific nature of the supplied products or services.
- (6) ARCHIMICA is entitled (but not obliged) to carry out such inspections/checks necessary to verify the compliance of the production process with requirements set up in the Agreement (in particular including conformity with the standards set out in § 7 para. 2 above, which can include functional tests, at the Supplier's expense at its factory or at the factory of any authorised sub-supplier. On that occasion, all the certificates required by the Agreement must also be available for viewing.
- (7) To the extent that compliance in accordance with § 7 (2) is not observed, ARCHIMICA is entitled to appropriately instruct Supplier in order to achieve conformity. Any costs to achieve conformity shall be borne exclusively by the Supplier.
- (8) The Supplier shall also bear the costs of inspection and remedy including any additional costs (such as dismantlement, installation and shipping costs) incurred by the Supplier even if no defect is found. ARCHIMICA may only be considered liable for compensation for damages due to an unjustified claim for remedy if ARCHIMICA has detected or, through gross negligence, failed to detect that there was no defect, but the cause of the defect lay within the sphere of responsibility of ARCHIMICA.
- (9) Any remedy shall be deemed unsuccessful if the Supplier fails to meet its obligation for subsequent performance by removing the defect (repair) or delivering a defect-free item (replacement) at the discretion of ARCHIMICA within a reasonable period set by ARCHIMICA. ARCHIMICA may then remedy the defect on its own or have the defect remedied by a third party, and demand compensation for or a corresponding advance payment on the expenses necessary for the remedy. The latter shall also apply if the setting of a deadline for remedy is dispensable in accordance with the statutory provisions. For the avoidance of doubt, any deadline shall be deemed dispensable if unreasonable for ARCHIMICA, such as in case of danger to operational safety. ARCHIMICA shall inform Supplier immediately of any such circumstances.
- (10) If and to the extent that defects (including legal defects) are not remedied, ARCHIMICA may adequately reduce the purchase price or withdraw from the contract according to statutory provisions. ARCHIMICA shall also be

entitled to claim for damages and reimbursement of expenses according to statutory provisions.

- (11) ARCHIMICA may also assert claims under a guarantee in addition to statutory claims if the Supplier has provided a guarantee for the quality or durability of the delivery.
- (12) The Supplier warrants that the goods delivered by the Supplier are free from by third-party rights, and that their delivery or contractual use, also in combination or interaction with other items, and any services provided will not infringe patents or other third-party rights. The above provisions shall apply mutatis mutandis to legal defects.
- (13) The Supplier shall only engage sufficiently qualified staff to provide services according to the specifications of the Order and according to the current state of the art in science and technology and in compliance with the applicable laws and regulations. The statutory provisions shall apply in full to defective performance or other claims.

§ 8 Health, Safety and Labour Protection

- (1) The Supplier undertakes to comply with any regulations on health & safety, labour and environmental protection applicable in Italy or the Country where the activities under the Order are executed, as well as to adopt any necessary measures to comply with such regulations protecting employees/contractors/staff.
- (2) If services under an Agreement need to be provided on any site of ARCHIMICA, the Supplier undertakes to
 - inform and train its employees/contractors/agents about the specific risks and the health and safety prevention measures or emergency measures implemented by ARCHIMICA;
 - to comply with the provisions and requirements of applicable laws or collective bargaining agreements regarding obligations related to tax, social security, minimum wage and suitable insurance for its employees/contractors/staff and to hold ARCHIMICA harmless from any related liability/claim (regardless of the party bringing forward such claim);
 - to provide any authorisation/permit and/or license necessary for the performance of its services.

§ 9 Product and Manufacturer's Liability

- (1) The Supplier shall indemnify ARCHIMICA from any third party claims arising from defective products according to any applicable Product Liability Act or manufacturer's liability where the cause of the defect lies within the sphere of influence or organization of the Supplier and the Supplier or a supplier to the Supplier have caused the defect in the product. ARCHIMICA may also demand compensation from the Supplier for any resulting damages to ARCHIMICA from the above, including reasonable legal costs. This shall include all costs and expenses of recalling a defective product.
- (2) The Supplier shall conclude a product liability insurance policy at a minimum coverage of ten million Euros (10.000.000,00 EUR) per claim resulting from damage to property or injury to persons, and to provide proof of insurance to ARCHIMICA on request.

§ 10 Limitations

- (1) Claims between the Parties shall expire according to statutory provisions unless otherwise agreed.
- (2) the general limitations for defects shall amount to three years from transfer of risk or acceptance. The three-year limitation period shall also apply mutatis mutandis to

claims arising from legal defects without affecting the statutory limitation period for claims for restitution of third parties. The original warranty period for the replaced or newly delivered goods or newly manufactured works shall recommence for subsequent performance unless the Supplier is recognizably not acting in fulfillment of its obligation to remedy the defect.

- (3) Limitation periods in commercial law including foregoing extension shall apply to all contractual warranty claims to the extent permitted by statutory provisions. The regular statutory limitations shall apply to any non-contractual claim to which ARCHIMICA is entitled unless the application of commercial statutory limitations prescribe a longer limitation period in an individual case.

§ 10 Force Majeure

- (1) Instances of Force Majeure that prevent either party in whole or in part from fulfilling its obligations shall release both parties of the scope of performance affected from the fulfillment until the force majeure subsides. The party affected by Force Majeure shall notify the other party immediately, including information as of the effects for the fulfillment of the contract. Force Majeure includes strikes and lockouts, floods, fires, war, insurrection, riots, civil unrest, embargoes, or sovereign interventions unforeseeable at contract conclusion, which the party affected cannot or cannot reasonably avert or circumvent.
- (2) The affected party shall take every reasonable effort to eliminate, remedy or overcome such cases, and subsequently attempt to fulfill its contractual obligations as quickly as possible.

§ 11 Compliance, Data Protection, Permits

- (1) ARCHIMICA is committed to the fundamental principles of corporate responsibility and integrity, human rights, and labor and anti-corruption standards as set out especially in the ten principles of the UN Global Compact. The Supplier shall comply with all applicable laws and regulations, especially the protection of human rights, freedom of association, elimination of forced and child labor, corruption and unfair competition, and compliance with environmental standards.
- (2) As referred to art. 13 of EC Regulation 2016/679 GDPR, ARCHIMICA informs the Supplier that for the stipulation and execution of contracts with its suppliers it may process certain personal data concerning the Supplier, if a natural person, and/or the supplier's employees and collaborators if the Supplier is a legal person. The Data Controller is ARCHIMICA S.p.A, Address: Viale Milano 86, 26900 Lodi, Italy, e-mail info@ARCHIMICA.com, PEC ARCHIMICA.legalmail.it, VAT no. 07254610152. The purpose and legal basis of the treatment is the fulfillment of the supply contract and the applicable legal requirements. Personal data are processed, also through persons appointed in compliance with the applicable rules and for the purposes indicated only, both on paper and electronically, within the European Union and with the adoption of appropriate measures to ensure their protection. They are not subject to profiling by the Data Controller or any other automated decision-making process. Personal data will be kept for the time necessary within the archives for the purposes indicated to complete its processing. The data subject, i.e. the natural person to whom the personal data refer, has the right to request the Data Controller to access his or her personal data, rectify or erase them, and to request that they be limited or oppose their processing. The data subject also has the right to data portability. To exercise these rights you can refer to the above contacts.
- (3) The Supplier shall ensure that any regulatory approvals,

licenses, and registrations necessary for the manufacturing of products and the provision of services are available.

§ 12 Provisions of Legislative Decree N. 231, Ethical Code

- (1) The Supplier declares to know and comply with the provisions of Legislative Decree 8 June 2001 n. 231 and subsequent amendments and additions (the "Decree") and not to be subject to any of the sanctions provided for by art. 9 of the same Decree and that no action is pending against him in relation to this legislation
- (2) The Supplier further declares to know and comply with the provisions of the Organization, Management and Control Model adopted by ARCHIMICA in compliance with the provisions of the Decree, including the code of ethics, and not to carry out any act, fact or omission from which a liability under the Decree may arise, and to fully cooperate in any investigation conducted by Archimica regarding potential violations of any applicable law, regulation or administrative provision.
- (3) The Supplier also warrants that neither directly or indirectly the Supplier will offer, make or authorize any contribution, payment or donation in cash or in kind to officers, employees or representatives of any governmental body, supervisory / supervisory authority or structure of any jurisdiction. The Supplier will not offer any undue / unlawful compensation to any holder of public office, regardless of whether the payment or the purpose of such contribution, payment or donation was, is or may be made for the purpose of obtaining or retaining a business or any profit that is illegal, or otherwise prohibited by applicable laws, rules or regulations of any place; and / or will not receive, directly or indirectly, payments, reimbursements of any kind, donations, or any other undue advantage in relation to the execution of existing contracts with Archimica.
- (4) Failure to comply with the obligations set out in this article will constitute a serious breach of this Agreement, resulting in the right for ARCHIMICA to terminate the Agreement for just cause, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, upon written declaration by the company to avail itself of this right. In any case, the responsibility of the Supplier for losses, damages and expenses deriving to Archimica caused by its violation of the provisions of this article remains unaffected.

§ 13 Applicable Law, Jurisdiction and Miscellaneous Terms

- (1) These GTCP, along with any Agreement and more generally the relationship between ARCHIMICA and the Supplier, are governed by Italian law to the exclusion of international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (UN CISG)
- (2) Any disputes that may arise in connection with the validity, interpretation or execution of these GTCP, the Agreement and more generally the relationship between ARCHIMICA and the SUPPLIER that cannot be resolved amicably, will be devolved to the exclusive and mandatory jurisdiction of the Court of Lodi (LO).
- (3) Should any provisions in the GTCP be or become wholly or partially invalid or for legal reasons not be executable in the intended manner, the validity of the remaining provisions shall not be affected thereby. The Parties shall replace the invalid or unenforceable provision by a provision that comes as close as possible to the intent and purpose of the invalid provision from a commercial and legal perspective.