

1. Context of application

1.1 These General Terms and Conditions of Purchase (hereinafter the "General Terms and Conditions") shall apply to all sales of goods and/or supply of services made by the Supplier (as defined below) to Allegrini S.p.A (as defined below), in execution of Purchase Orders issued by Allegrini S.p.A on a case-by-case basis, unless a specific written contract governing the terms and conditions of supply of certain goods or services has been signed between the Parties. In this case, the provisions of the specific contract shall apply specifically to the matters governed by the same. These General Terms and Conditions shall prevail over any General or Special Terms and Conditions of Sale of the Supplier. Any modification or addition to these General Terms and Conditions will be valid only in the case of specific written acceptance by Allegrini S.p.A. Amendments and supplements to the General Terms and Conditions shall be limited to the specific purchase for which they have been agreed.

1.2 The supplier is required to sign a copy of these General Terms and Conditions and return it, complete with signature, to Allegrini S.p.A. at the address <u>allegrini@legalmail.it</u> within 5 working days of receipt, retaining a copy for its own use.

1.3 The General Terms and Conditions shall always be deemed to apply in full to each Order even if they have not been returned signed by the Supplier within the aforementioned period in the event that the Supplier has nonetheless began to fulfil the Order.

2. Definitions

With regards to these General Terms and Conditions, the following terms shall have the meanings as defined below:

- "Supplier" is understood to mean the supplier of goods or services who approves and accepts these General Terms and Conditions by signing them.
- "Allegrini" is understood to mean Allegrini S.p.A., with registered offices in Grassobbio, Via Salvo D'Acquisto 2, VAT no. 00216360164.
- "Confidential Information" is understood to mean: (i) know-how and commercial information (in broader terms trade secrets) and technical information that has or may have commercial value or other use in the present or future business activities of the Company and is subject to protection in accordance with applicable regulations, as well as all information the unauthorised disclosure of which may be prejudicial to the interests of the Company, whether or not such



information has been designated as confidential by the Company, that has been communicated or sent orally, in writing or by other means of communication to the Supplier by the Company. Confidential Information includes, for example, all trade secrets, inventions, knowledge, data, technical specifications, formulas, know-how, formulations, production methods, techniques or processes; (ii) all notes, reports or other documents provided by the Company to the Supplier or prepared by the Supplier within the framework of the order that contain or otherwise reflect the Confidential Information referred to above; (iii) all Confidential Information, whether subject to protection or not, that may be generated by either Party within the framework of the order.

- "Intellectual Property Rights" is understood to mean all intellectual and industrial property rights that may arise from, for example, patents, trademarks and other distinctive signs, designs, trade secrets and any other business information and technical-industrial and commercial experience, as well as any other registered or unregistered intellectual property rights.
- "Goods" is understood to mean the tangible or intangible goods sold by the Supplier to Allegrini pursuant to the Contracts.
- "Contracts" is understood to mean the specific contracts concluded on a caseby-case basis between Allegrini and the Supplier with the acceptance of a Purchase Order by the Supplier pursuant to Art. 3.2 or with the issue of a Purchase Order.
- "Contractual Proposals" is understood to mean any proposal for the sale of Goods or performance of Services submitted in writing by the Supplier to Allegrini.
- "Services" is understood to mean the work and/or intellectual services provided by the Supplier to Allegrini pursuant to the Contracts.
- "Technical Specifications" is understood to mean any form of technical, functional or quality specifications relating to the Goods or the manner in which the Services are to be performed, including, for example, drawings, models, samples, prototypes, films, photographs and renderings, communicated on a case-by-case basis in writing by Allegrini to the Supplier or confirmed in writing by Allegrini.
- "Purchase Orders" is understood to mean requests for the purchase of Goods or the provision of Services issued by Allegrini to the Supplier and compliant with the requisites of form and content set out in Article 3.1.
- "Parties" is understood to mean Allegrini and the Supplier jointly.
- "Defect Rate" is understood to mean the number of defective or nonconforming Goods pursuant to Article 6 expressed as a percentage of the total number of Goods delivered by the Supplier to Allegrini in execution of the Purchase Order to which the defective or non-conforming Goods refer.





3. Issuing Purchase Orders

3.1 Purchase Orders must be issued in writing and must contain as a minimum an indication of the following elements:

- Goods and/or Services covered by the individual Purchase Order.
- The quantity, characteristics and delivery terms relative to the Goods or Services.
- The prices and terms and conditions of payment.
- Any special conditions of purchase, even those in exception to these General Terms and Conditions.

3.2 The Purchase Orders will be considered as binding for the Parties once they have been accepted by the Supplier via written communication within the acceptance deadline indicated by Allegrini in the Purchase Order or, failing that, within three days of receipt of the Purchase Order, or in the event that the Supplier begins to fulfil the order without first sending the Order Confirmation. The Purchase Orders shall be considered accepted and shall become binding for the Parties even in the event that the Supplier does not send Allegrini an express written notice of rejection within the acceptance deadline indicated by Allegrini in the Purchase Order or, failing that, within three days from the sending of the Purchase Order, it being understood that Allegrini reserves the right to revoke the Purchase Orders up to the moment in which the Supplier accepts them in writing, and to reject any acceptance of Purchase Orders received after the acceptance deadline indicated above.

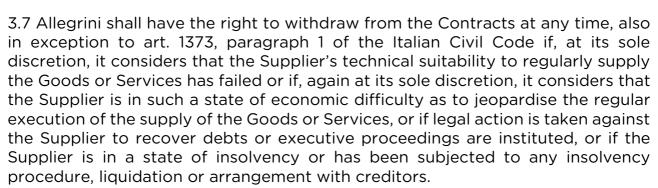
3.3 In the event of any discrepancy between the conditions contained in the Order and those contained in the Order Confirmation, the Order Confirmation shall be equivalent to a new proposal and the Sales Agreement shall be executed 5 working days after receipt of the Order Confirmation by the Supplier without Allegrini expressing its disagreement in writing to the email address indicated by the Supplier.

3.4 For the purposes of these General Terms and Conditions, communications exchanged between the Parties by letter, fax, email or any other form of written business correspondence shall be deemed to have been made in writing.

3.5 The sale of the Goods or the provision of the Services shall be governed by the provisions contained in the General Terms and Conditions, the Technical Specifications, the Purchase Orders and any documents referred to in the Purchase Orders, including Contract Proposals. In the event of conflict or discrepancy between the Contractual Proposals and the Purchase Orders or General Terms and Conditions, the content of the General Terms and Conditions and Purchase Orders shall prevail.

3.6 These General Terms and Conditions do not imply any commitment on the part of Allegrini to issue a minimum or predetermined number of Purchase Orders.





3.8 Contracts and receivables held by the Supplier with regards to Allegrini arising from the provision of Goods or Services are not assignable by the Supplier without the prior written consent of Allegrini. Allegrini shall be entitled to assign the Contracts and any receivables arising therefrom.

3.9 If a Purchase Order or the documents referred to therein provide for the performance of Services according to a work plan set out in successive phases to which the delivery of specific results is linked, it shall be at Allegrini's discretion to decide, at the end of each phase, whether or not to proceed with the subsequent phases. The Supplier shall then carry out the subsequent phases and Allegrini shall pay the relative fee exclusively on written authorisation from Allegrini to proceed with said subsequent phase.

4. Terms and conditions of delivery and performance

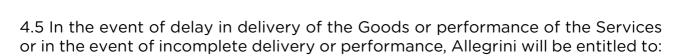
4.1 The goods shall be delivered to the place indicated in the Order.

4.2 In order to ascertain compliance with the delivery terms and conditions and the transfer of the risk for total or partial damage or loss of the Goods from the Supplier to Allegrini, deliveries shall be made in compliance with the conditions provided for by the applicable "Incoterms" rules specified in the Purchase Orders. Failing this, the delivery will be "duty paid" (DDP - INCOTERMS 2020). The Goods must be transported in such a manner as to protect them from damage.

4.3 The Supplier shall precisely comply with the terms and conditions of delivery of the Goods and performance of the Services set out in the Purchase Orders (to be considered essential for the interests of Allegrini). Allegrini has the right to refuse Goods or Services received before the agreed deadline or to charge the Supplier for storage costs and financial charges relating to the period of early delivery.

4.4 The Supplier shall ensure that the quantity of Goods delivered corresponds to the quantity specified in the Purchase Orders. Allegrini may request the Supplier to collect the quantities surplus to the ordered goods, with the right to return them directly at the expense and risk of the Supplier and to charge the Supplier for any financial duties arising from any payment already made and for storage costs if the Supplier does not comply immediately.





(i) set the Supplier extended terms for delivering the Goods or performing the

Services:

(ii) notify the Supplier of the termination of the relevant Contract due to breach and demand the return of any sums already paid by Allegrini.

4.6 The setting of extended terms for delivery of the Goods or performance of the Services pursuant to Clause 4.5(i) does not preclude Allegrini from taking remedial action as specified in Articles 4.5(ii) and 4.5(iii) if the Supplier fails to comply with the extended terms set by Allegrini pursuant to Art. 4.5(i).

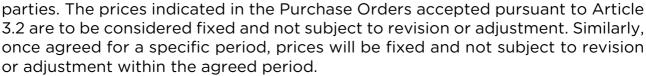
4.7 In addition to the remedial action set out in Clause 4.5, in any case of delayed, failed, incomplete or incorrect delivery of the Goods or performance of the Services, Allegrini shall have the following rights:

- (i) to suspend payments due to the Supplier in respect of delayed, non-performed, incomplete or defective delivery or performance.
- (ii) to request delivery of the goods by air at the Supplier's expense.
- (iii) to impose a late penalty equal to 5% (five per cent) of the agreed consideration for the Goods or Services for each week of delay until the effective date of delivery of the Goods or completion of the Services, without prejudice to any further damages.
- (iv) to claim compensation for any further damage caused to it directly or indirectly by the delayed, failed, incomplete or incorrect delivery of the Goods or performance of the Services, including, without limitation, damages for loss of production, loss of profit and any additional cost incurred by Allegrini in purchasing the Goods or Services from other suppliers as a result of the Supplier's default.
- 4.8 The remedies provided for in this Article 4 are in addition to and not in substitution of the other remedies available to Allegrini under applicable law, such as the right to take legal action to enforce the Contracts.
- 4.9 Allegrini shall have the right to enter the Supplier's premises on reasonable notice in order to verify compliance with the provisions of the General Terms and Conditions, the Technical Specifications and the Purchase Orders.
- 4.10 Any and all technical documentation regarding the goods supplied, the test and/or conformity certificates, the declarations of preferential origin, and in general any documentation prescribed by applicable law, is an integral part of the supply, will be the responsibility of the supplier and must be delivered to Allegrini together with the goods.

5. Prices and payments

5.1 Prices for the Goods and/or Services to be supplied shall be indicated in the Purchase Orders or established in individual written agreements between the





- 5.2 The price determined in accordance with Art. 5.1 is all-inclusive. Additional costs and expenses shall therefore be payable to the Supplier only if previously authorised by Allegrini in writing and on presentation of written proof.
- 5.3 Unless otherwise agreed, prices are understood to be "duty paid" (DDP INCOTERMS 2020) and include the packaging necessary to guarantee the integrity of the product. Value added tax (VAT) is excluded unless otherwise specified.
- 5.4 Terms and methods of payment shall be stated in the Purchase Orders or established in individual written agreements between the parties. In the absence of the above, payment will be made by bank transfer within sixty days from the end of the month of receipt of the invoice to Allegrini S.p.A., via Salvo D'Acquisto n. 2, 24050 Grassobbio and/or a copy of the bill of lading (where applicable). Payment shall in any event be conditional on delivery to Allegrini of the goods and/or the bill of lading (where applicable).

6. Quality Warranties for Goods

- 6.1 The Supplier warrants that the Goods shall be:
- a) compliant with the applicable legislation and the highest safety standards.
- b) compliant with the provisions of the General Conditions, Purchase Orders and Technical Specifications.
- c) free from defects in design, manufacture or preservation.
- d) compatible with any parts that may be assembled or mounted on the Goods in accordance with the Technical Specifications or other information provided by Allegrini.
- e) suitable for the use for which they are normally intended or for the different uses intended by Allegrini and should have been brought to the attention of the Supplier by the latter.
- f) compliant to the characteristics and quality of the items submitted by the Supplier as samples or models.
- 6.1.1 In the event that the Goods fall within the scope of the applicable REACH regulation, the Supplier further warrants that the Goods:
- a) are supplied in full compliance with the pre-registration/registration requirements of the current REACH regulations.
- b) are provided with the relative safety data sheet and label in Italian and are up to date in terms of legal requirement.
- c) do not contain substances included in the SVHC candidate list (in conc. > 0.1 %), the presence of which has not been appropriately reported.





- d) are supplied in full compliance with the specific restriction conditions set out in Annex XVII of REACH.
- 6.2 In the event of a defect or non-conformity of the Goods with the warranties provided for in art. 6.1 and 6.1.1, Allegrini shall have the right, at its discretion, to take the following action:
- a) request the elimination of the defects or non-conformity or the replacement of the non-conforming Goods or of the entire batch of which they are part, at the Supplier's expense within a time limit set by Allegrini.
- b) request an appropriate reduction in the price of the non-conforming Goods or the batch in which the non-conforming Goods are found.
- c) give notice of termination for non-performance of the Contract in respect of the non-conforming Goods or the Goods in whose batch the non-conforming Goods were found, refuse to pay the purchase price and demand the return of any amounts already paid by Allegrini in respect of the defective or non-conforming Goods.
- 6.3 Allegrini's requesting the elimination of the non-conformity pursuant to Article 6.2(a) shall not preclude Allegrini from exercising its rights under Articles 6.2(b) and 6.2(c) if the Supplier fails to eliminate the defects or replace the defective Goods within the time limit set by Allegrini.
- 6.4 In any case, in addition to the remedies set forth in Article 6.2, in the event of non-compliance of the Goods with the warranties set forth in Article 6.1 and 6.1.1, Allegrini shall be entitled to:
- a) suspend payments due to the Supplier in respect of the non-conforming Goods and the batch in which the non-conforming Goods were found.
- b) if the Defect Rate is higher than 3%, apply a penalty equal to 10% (ten percent) of the price of the Goods delivered by the Supplier to Allegrini in fulfilment of the Purchase Order to which the defective Goods refer, without prejudice to any further damages.
- c) claim compensation for any direct or indirect damage resulting from the defectiveness or non-conformity of the Goods.
- 6.5 Should the Goods already placed on the market prove to be defective, non-compliant with the Technical Specifications or otherwise dangerous, the Supplier undertakes to cooperate with any recall or withdrawal of the Goods from the market that Allegrini may be required to implement and to reimburse Allegrini for the costs of the recall campaign, including the cost of the working hours of Allegrini's personnel and external consultants used for the recall campaign.
- 6.6 The warranties and remedies expressly provided for in this Clause 6 shall be in addition to, and not in substitution of, the other remedies and warranties provided for by law in case of defects or non-conformity of the Goods.





- 7.1. The Supplier acknowledges that the Confidential Information communicated by Allegrini S.p.A. is Confidential and the exclusive property of Allegrini and will treat it as confidential and will not use it for any other purpose. The Supplier shall only disclose said information to its own representatives who need to be aware and who are bound to the Supplier by the same obligations of confidentiality and secrecy. The Supplier shall not disclose to third parties, publish or disseminate in any way any of the Confidential Information received from Allegrini, unless specifically authorised to do so in writing by Allegrini.
- 7.2. The Supplier shall not, without the prior written consent of Allegrini, copy or reproduce any material or document provided to it, which constitutes or contains Confidential Information in whole or in part. On expiry of the contractual relationship or in the event of termination of the same, the Supplier undertakes to return to Allegrini the originals and all copies of the documentation in whatever form created containing or referring to the Confidential Information received within 15 days of receipt of specific written request. The Supplier shall continue to be bound by the provisions of this Article notwithstanding and even after the return of the documents containing the Confidential Information, subject to the provisions of Clause 7.10 below.
- 7.3. The Supplier shall, in protecting Confidential Information, maintain the same level of care and attention that it normally takes to preserve and safeguard its own similar confidential information.
- 7.4. The obligations of the Supplier shall extend to the Representatives and to all subsidiary, associated or affiliated companies.
- 7.5. The Supplier undertakes to indemnify Allegrini against all losses, damages, claims and expenses, including legal fees, incurred by Allegrini as a result of the Supplier's or its Representatives' failure to perform its obligations.
- 7.6. The obligations provided for in this Article 7 shall not extend to Confidential Information:
- (i) that is public domain at the time of communication or that enters the public domain at a later date without default on the part of the Supplier.
- (ii) for which the Supplier provides evidence that said information has been received from sources other than Allegrini and that are entitled to disclose such information.
- (iii) for which the Supplier can prove was developed independently by its own Representative who has not had access to Allegrini's Confidential Information.
- 7.7. All Confidential Information and related Intellectual Property Rights shall remain the exclusive property of Allegrini. Neither this article, nor the disclosure of Confidential Information provided herein, shall be construed as granting the Supplier any right to patent licences, patent applications or any other intellectual property rights to information and data included in the Confidential Information.



- 7.8. The Supplier agrees not to use any of the Confidential Information as a basis for developing or having third parties develop products identical or similar to those of Allegrini.
- 7.9. The Supplier shall refrain from taking any action that may impair or prejudice Allegrini's rights, title or interest to or in the Confidential Information.
- 7.10 These provisions shall be deemed to be applicable as of the date of signing and shall remain in force until such time as the Confidential Information enters the public domain; the provisions of this Article shall prevail beyond the fulfilment of the purpose for which these General Conditions were signed.

8. Compensation and indemnity

8.1 The Supplier undertakes to indemnify and hold Allegrini harmless from any direct or

indirect, cost, expense or liability, including those arising from third-party claims or demands that are a direct or indirect consequence of:

- a) breach of the warranties provided for in Articles 6.1 and 6.1.1.
- b) infringement of third-party patents, trademarks, models, copyrights or other intellectual and industrial property rights.
- c) the unlawful transfer to Allegrini of the full right to use, incorporate and market the Assets.
- d) the need to defend against claims by third parties which, if found to be justified, would lead to a breach of the Supplier's guarantees and obligations under Articles 6.1 and 6.1.1 or 8.1 a) and b).
- e) any other breach of the Contracts, the Technical Specifications or the General Terms and Conditions.
- 8.2 In particular and by way of example, the Supplier shall indemnify and hold harmless Allegrini from any product liability arising for Allegrini as a result of defects in the Goods.
- 8.3 The obligation to indemnify and hold harmless under this Article is not subject to the time limitation of the Warranty Period or the time limitation period provided for in Article 6.6.

9 Termination due to non-compliance

- 9.1 Allegrini may at any time give notice of termination of the Contracts pursuant to Article 1456 of the Italian Civil Code by written communication to the Supplier and with effect from the date that Allegrini shall indicate in the same communication, in the event that the Supplier:
- (a) is in breach of its obligations under Article 7.





- (b) becomes a shareholder, partner, or is subject in any form to the control, even indirectly, of a competitor of Allegrini.
- (c) is in breach of its obligations regarding the non-transferability of receivables and Contracts under Article 3.8.
- (d) engages in conduct that is gravely harmful to the reputation and goodwill of Allegrini or its products.
- 9.2 Termination of the contractual relationship shall take effect only for supplies not yet fulfilled at the date of termination.

10. Model 231 and Code of Ethics

The Supplier guarantees to take the appropriate precautions, including the training and informing of its employees and directors, so that no commissive and/or omissive conduct that could give rise to criminal and civil liability for Allegrini S.p.A., even as an accomplice, is committed. To this end, the Supplier guarantees to have read and undertakes to respect the principles contained in the Code of Ethics and Model 231 adopted by Allegrini S.p.A. and available on the websites www.allegrini.com and www.allegriniamenities.com.

It is agreed that violation by the Supplier, or its personnel, of the provisions contained in the Code of Ethics and/or Model 231 shall constitute a serious breach entitling the other party to unilateral termination of the contract to be exercised by registered letter with return receipt and/or certified email containing a brief indication of the causes of the termination, with the effect of immediately terminating this Contract pursuant to and for the purposes of Art. 1456 of the Civil Code, without prejudice to the right to compensation for any further damage.

The Supplier undertakes to promptly inform the Customer by registered letter with receipt of delivery and/or by certified email of any events that are contrary to the ethical principles, as well as the failure to meet any of the conditions forming the basis for the conclusion of this contract.

The Supplier declares and guarantees:

- to adopt a system of qualification of its suppliers/collaborators and, in any case, to adopt all useful precautions to avoid that the latter be responsible for reprehensible actions such as, for example, exploitation of labour and child labour, handling of stolen goods, money laundering, hiring non-EU workers without a residence permit, acts of corruption towards the Public Administration and private individuals, conduct in violation of the rules of prevention regarding health and safety in the workplace and those relating to environmental protection.
- that they are not in the conditions set out in art. 9 of Italian Legislative Decree no. 231 of 8 June 2001 and that no legal action is pending against it in relation to said legislation.





11. Insurance

11.1 Without prejudice to the Supplier's liability towards Allegrini, the Supplier undertakes to take out and maintain in force for the duration of the commercial relationship between the Parties an adequate insurance policy covering civil liability deriving from the sale of the Goods or performance of the Services, with a maximum limit proportionate to the value of the Goods or Services.

11.2 At Allegrini's request, the Supplier shall provide Allegrini with a copy of the insurance policy referred to in Article 11.1 and the certificate of payment for the relative premium.

12. Applicable Law and Jurisdiction

- 12.1 The General Terms and Conditions and the Contracts are governed by Italian law.
- 12.2 Any dispute arising between the Parties that cannot be amicably resolved shall be subject to the exclusive jurisdiction of the Court of Bergamo.
- 12.3 Allegrini, at its own discretion, may waive the exclusive jurisdiction specified in Art. 12.2 and assign the dispute to the court where the defendant is domiciled or in any other competent court according to the ordinary criteria of division of jurisdiction and responsibility.

13. Force majeure

- 13.1 A party's failure to perform its obligations under these General Terms and Conditions or the Contracts shall not be deemed to be a breach of these General Terms and Conditions or the Contracts if it is prevented from doing so by objective circumstances beyond its control, such as, for example, war, fire, flood, general strikes, lockouts, embargoes, orders from public authorities, inability to obtain raw materials or energy for manufacture.
- 13.2 Under no circumstances shall delays or breaches caused by suppliers of the Supplier be considered to be beyond the Supplier's control within the meaning of this paragraph.
- 13.3 The Supplier shall fulfil the Contracts with full managerial and organisational autonomy. Under no circumstances may the General Terms and Conditions or the Purchase Orders give rise to a relationship of shareholding or partnership, nor shall they grant the Supplier any power of representation on behalf of Allegrini.

14. Personal data processing

14.1. Allegrini, for the sole purpose of managing the supply/purchase contractual relationship, uses data concerning the Supplier, knowledge of which, although not compulsory, is necessary in order to implement the Contracts. These data are collected in printed and digital files managed by Allegrini, (the data controller) and processed in a manner strictly necessary for the purposes indicated. In





particular, said data refer (for example) to: company name, registered office, VAT number, tax code, etc. These data will be communicated exclusively to those who play a role in the Allegrini company process and who process them in fulfilment of specific legal obligations.

14.2 At any time, the Supplier may exercise the rights provided for in Article 7 of Italian Legislative Decree 196/2003 (such as: obtaining knowledge at any time of your personal data and how they are used, having them updated, corrected or erased; requesting their blocking or opposing their processing for legitimate reasons) by writing to Allegrini S.p.A. – privacy@allegrini.com. The persons in charge of processing the Supplier's personal data will be the managers of the Purchasing Department and of the Administration and Control Department at Allegrini.

15. Duration of the General Terms and Conditions

15.1 These General Terms and Conditions shall be valid for a period of five years from the date of signature by both parties. Upon expiry, the General Terms and Conditions shall be deemed to be automatically renewed for further periods of one year, unless one of the parties sends the other written notice of non-renewal at least six months before the original or extended expiry date.

15.2 Upon expiry, the General Terms and Conditions shall continue to apply to the Contracts already in force on the date of expiry. In any event, the expiry of the General Terms and Conditions shall not affect the Supplier's obligations under Articles 7 (Intellectual Property and Confidentiality) and 12 (Applicable Law and Jurisdiction).

Date and Place	
Stamp and signa	ature of the Supplier





Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has taken note of and expressly accepts the following provisions of the General Terms and Conditions: Article 3.7 - Withdrawal, Article 4 - Terms and Conditions of delivery and performance, 5 - Prices and payments, 6 - Quality warranties for Goods, 7 - Intellectual Property and Confidentiality, 12 - Applicable law and jurisdiction, 13 - Force majeure.

