

## PALMIERI GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Definitions.

In this document: (a) "Agreement" shall mean the binding contract formed as described in Clause 2.1 herein; (b) "Products" shall mean goods or services; (c) "Palmieri" shall mean the company whose details are provided on the purchase order (hereinafter the "order") and which receives the supply on the basis of the relevant order (d) "Supplier" shall mean any individual or legal entity entering into the Agreement.

**2. Acceptance.** 2.1 These General Terms and Conditions of Purchase (hereinafter referred to as the GTCP), together with the information contained in the order, set forth the terms and conditions of Palmieri's purchase order sent to Supplier. When Supplier accepts Palmieri's order, either by acknowledgement, delivery of the goods, and/or commencement of the provision of Services, a binding contract shall be formed ("Agreement"). Palmieri shall not accept any addition or alteration proposed by the Supplier, unless approved in writing by both Palmieri and Supplier. 2.2 Palmieri is not bound by and hereby expressly rejects Supplier's general terms and conditions of sale, as well as any other terms or conditions not included in the Agreement. In view of the above, Supplier, with acceptance of the purchase order, hereby declares to acknowledge and accept these GTCP, and waives its right to enforce its General Terms and Conditions of Sale against Palmieri.

### 3. Time is of the essence.

Time is of the essence and all dates relating to Supplier's obligations shall be firm. Should Supplier anticipate any difficulty in complying with any delivery date or any of its other obligations Supplier shall promptly notify Palmieri in writing. If Supplier does not supply the Products or Services within the dates specified in the order, Palmieri shall be entitled - without prejudice to any additional right to compensation for direct, indirect, and consequential damages - to demand payment of a penalty for late delivery, equal to 1% (one per cent) of the amount due for each week of delay. The total amount of the penalty may be deducted from the payments due by Palmieri, or other Palmieri group companies, to Supplier in the execution of the order, and/or however compensated with any accounts payable for any reason due to Supplier.

**4. Delivery of Products.** 4.1 If not otherwise agreed in writing, all Products purchased shall be delivered DDP (Delivery Duty Paid as defined in the latest version of the Incoterms) with final destination decided by Palmieri. Palmieri reserves the right to refuse the delivery of the goods and return them, at Supplier's risk and expense, if Supplier defaults in the methods, delivery times or shipping rates. Moreover, Palmieri shall not be liable for any costs incurred by Supplier related to production, installation, assembling, or any other work related to the Products, prior to delivery, as provided for by the Agreement. 4.2 Supplier shall pack, label, and prepare the shipment of the Products in accordance with sound business practices in such a manner to prevent damage during transport, identifying Palmieri as recipient on all Products. Supplier shall be held liable for any loss or damage due to its failure to properly store, package, (dunnage and lashing included) and handling at the premises of Supplier or shippers used by Supplier. Moreover, Supplier shall be fully liable for the work of third parties with which it has contracted in connection with the supply of goods or provision of services.

**5. Acceptance.** 5.1 Any advance payment of the Products made by Palmieri shall not constitute acceptance of the products concerned. Acceptance or payment by Palmieri shall not release Supplier from its obligations or warranties under the Agreement. 5.2 If Palmieri does not accept the Products, Palmieri shall promptly notify Supplier of such non-acceptance.

**6. Fixed prices and payment.** 6.1 The legal ownership of the Products shall be transferred to Palmieri upon payment thereof. 6.2 All the prices indicated in this Agreement shall be fixed, net, exclusive of VAT, as well as sales taxes or other similar applicable taxes. 6.3 If Supplier fails to fulfil one or more of its obligations under these GTCP, Palmieri shall be entitled to stop payment to Supplier. 6.4 Supplier unconditionally accepts as payment set-offs of any amounts between Supplier and its Affiliates, and any other company of Palmieri group.

**7. Warranties - non-conformities.** Supplier represents and warrants to Palmieri that: (a) in case of Products defects, Supplier shall provide, for a period of 24 months after delivery, for their replacement or removal at its own expense and in compliance with applicable laws, and the provisions set out in article 7.3; (b) all Products and Services comply with the specifications contained in the order and to all the other requirements under the Agreement; (c) the ownership of the Products shall be transferred free and clear of any encumbrances; (d) all Services shall be carried out in compliance with all the laws applicable to those Services (including labour laws); (e) The Products and Services shall be accompanied by all information and instructions necessary for their correct and safe use. In case of hazardous goods, specific and detailed specifications in writing of the composition and characteristics shall be provided, along with everything required by law, regulations, and other requirements, concerning the goods or substances, to enable Palmieri to transport, store, process, use and dispose of such Products correctly and safely; (f) all Products or Services of Supplier do not infringe or violate any national or international patent, copyright (including image rights and moral copyright), industrial secret, trademark, or any other industrial property rights of third parties. 7.2 These warranties do not exclude Supplier's standard warranty or other rights or warranties that Palmieri may be entitled to and that are valid for any delivery, inspection, acceptance, payment, and resale extended to Palmieri. 7.3 If any Products are defective or otherwise do not conform to the provisions of this Agreement, Palmieri shall notify Supplier and, without prejudice to any other right or remedy available to it under this Agreement or at law, at its sole discretion may: (a) demand a full refund of the purchase prices already paid as advanced payment under the Agreement; or (b) require Supplier to promptly remedy the non-conformity or to replace the non-compliant Products with other Products compliant with the specifications, that is, acting in compliance with the provisions of the Products' manufacturer. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Products, and shall reimburse Palmieri for all costs and expenses (including, but not limited to, inspection, handling and storage costs) reasonably incurred in connection therewith. The Risks associated with nonconforming Products shall be transferred to Supplier at the time of non-acceptance.

**8. Liability insurance.** In the event that, during the use of any of Product supplied by Supplier, an accident causing personal injury or property damage should occur, it is hereby understood that, if the accident stems from the defective Product, Supplier shall hold harmless and indemnify Palmieri against any action and/or claim by third parties, as well as any expense or charge that Palmieri should incur in connection with or as a consequence of said actions and/or claims. Before any recall of Products due in whole or in part to a defect of the supplied Product, Palmieri shall notify Supplier, offering Supplier the chance to collaborate, and shall discuss with the Supplier the most effective actions to carry out in relation to the withdrawal, unless particular urgencies do not allow this procedure. Supplier shall be responsible for all costs related to the withdrawal actions if the recall is attributable to a defect in the Product supplied by the Supplier. Supplier shall demonstrate to Palmieri to have taken out a specific insurance policy to cover the third-party liability for its Products valid for the entire period of the supply, including spare parts supply.

**9. Intellectual property.** 9.1 Supplier warrants and represents to Palmieri that the Products and Services do not and shall not, alone or in any combination, infringe or violate any patent, trademark, copyright (including image rights and moral copyright), trade name, company names, business secret, licence, or any intellectual property of third parties (including Supplier's employees and subcontractors); 9.2 Palmieri shall retain all rights to any samples, data, works, materials and intellectual and other property provided by Palmieri to Supplier. 9.3 Supplier shall not use any trademark, trade name, or other indication related to the Products and/or Services, without Palmieri's written approval; any use of the trademark, trade name, or other indications, if authorised by Palmieri or its subsidiaries, shall be strictly in accordance with the instructions of and for the purposes specified by Palmieri or its subsidiaries. 9.4 Supplier shall not make any references to Palmieri or any other company belonging to the Palmieri Group in press releases, advertisement, sales literature, and/or otherwise, unless it has received the prior written consent of Palmieri.

**10. Compensation for damages.** Supplier shall indemnify and hold harmless Palmieri, its subsidiaries, agents and employees, and anyone selling or using the Products bearing Palmieri trademark against all proceedings, actions, judicial or administrative proceedings, claims, requests, damages, liabilities, interests, legal expenses, costs, and expenses of any type or nature (including, but not limited to indirect, accidental, consequential specific damages), whether arising

before or after delivery of the Products or the performance of the Services, caused by or attributable to acts, omissions, faults, explicit or implicit breach of the warranty, violation of any of these GTCP or negligence of Supplier, or by anyone acting under its direction or control or on its behalf, in connection with the Products or Services provided by Supplier to Palmieri under the Agreement.

**11.** Compliance with applicable law. Supplier shall at all times during the term of the Agreement, comply with all the laws, rules, regulations, and orders, if applicable, in its capacity as Supplier of the Products and/or Services covered under this Agreement, including but not limited all fair labour, equal opportunity and environmental compliance laws. Supplier shall provide Palmieri with all the information required to enable Palmieri to comply with all the laws, rules, regulations, and orders applicable in its use of the Products and Services. Specifically, the Products shall be in conformity with applicable laws concerning the protection and safety of the environment, and Supplier shall provide Palmieri with all the relative certifications including, but not limited to EC certificates, safety data sheets, instruction manuals, declarations of conformity to technical standards, etc.

**12.** Compliance with export control laws and regulations Supplier shall obtain all national and international export licences or similar permits required under all applicable export control laws and regulations and shall provide Palmieri with all information required in order to enable Palmieri and its customers to comply with such laws and regulations. Upon Palmieri's request, Supplier agrees to send to Palmieri the suitable certificates certifying the country of origin of the goods, and sufficient to meet: (a) the requirements provided for by the custom authorities of the receiving Countries, (b) any requirement of applicable law regarding the export licences, including those of the United States.

**13.** Payment before delivery. If Palmieri makes an advanced payment for any Product ordered, the ownership of the related Product shall be transferred to Palmieri at the time of the payment.

**14.** Limitation of liability. Palmieri shall be not liable to Supplier for loss of profit, revenue, or other incidental or consequential damages based on violation or failure to comply with this agreement, even if Palmieri had been advised of the possibility of such damages. In no event shall Palmieri be liable to Supplier, its successors and assignees, for damages in excess of the amount due to Supplier in execution of this agreement, less any amount already paid to Supplier by Palmieri.

**15.** Termination and express termination clause. Without prejudice to any other right or remedy available to Palmieri under the Agreement or at law, and without prejudice to the right to receive compensation for damages within the limits provided for by this Agreement, Palmieri shall be entitled, at its own discretion, to terminate this Agreement, in whole or in part, by means of notice to Supplier in the event that: (a) Supplier voluntarily puts its own company into liquidation; (b) Supplier is subject to bankruptcy or insolvency proceedings. In addition to the foregoing and without prejudice to any other right or remedy available to Palmieri under the Agreement or at law, each party shall have the right to terminate this Agreement in case the other party violates any of the provisions laid down in the Agreement and said violation is not remedied within 15 days from the receipt of notice from the non-defaulting party. Specifically, Palmieri, without prejudice to the right to compensation for damages within the limits provided for under this Agreement, shall have the right to terminate the agreement pursuant to and in accordance with article 1456 of the Italian civil code, in case of breach of one of the following obligations: (1) Delivery obligation, as set forth in article 4 above; (2) Warranty obligation, as set forth in article 7 above; (3) Obligations concerning the Ownership and Intellectual Property, as set forth in article 9 above; (4) Obligations concerning export control laws, as set forth in article 12 above; (5) Confidentiality obligation, as set forth in article 16 below. Palmieri shall not liable to Supplier because of such termination.

**16.** Confidentiality. 16.1 Supplier shall treat all the information provided by or on behalf of Palmieri under the Agreement as confidential and shall use all such information only for the purposes of the Agreement. Supplier shall protect Palmieri's information with the same degree of protection with which it treats its own confidential information and, however, at all times at least with reasonable care. The above-mentioned information shall remain the property of Palmieri, and Supplier shall, on request of Palmieri, promptly return all such information and not retain any copy thereof. 16.2 The existence and the contents of this Agreement shall be treated as confidential by Supplier. 16.3 Supplier may disclose, publish, divulge, and use Palmieri's confidential information that: (1) was already in its possession with no obligation of confidentiality; (2) was developed independently; (3) was obtained from a source other than Palmieri with no obligation of confidentiality; (4) was publicly available when received, or will be available to the public with no violation by Supplier or (5) was disclosed by Palmieri to another party, with no obligation of confidentiality. 16.4 Supplier may disclose confidential information if required by law, provided that Supplier promptly informs Palmieri in writing about such disclosure required by law in order to give to Palmieri a reasonable opportunity to adopt precautionary measures.

**17.** Miscellaneous 17.1 Supplier shall supply the Products and render the Services acting as an independent operator and not as an agent of Palmieri, and nothing contained in this Agreement is intended to create a partnership, joint venture, or an employment relationship between the parties. 17.2 Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement, without the prior written consent of Palmieri. If authorised, the subcontract, transfer, pledge or assignment shall not release Supplier from any of its obligations under the Agreement.

17.3 Neither the delay or failure of Palmieri to fulfil one or more provisions of these GTCP and/or of this Agreement shall constitute, in any way, a waiver of such provision or of the right of Palmieri to enforce its application. The existence of previous dealings between the parties and trade practices shall not affect the interpretation of this agreement. No waiver, consent, modification, or amendment of the terms of this agreement shall be binding unless made in writing specifically referring to this Agreement signed by Palmieri and Supplier. 17.4 In the event that any provision of this agreement should be held invalid, unlawful, or unenforceable by a court of competent jurisdiction or by any future legislative or administrative provision, all the other provisions of this Agreement shall remain valid and enforceable. Any such provision held invalid shall be replaced by others that reflect the original intent of the Parties and that comply with applicable law. 17.5 This Agreement constitutes the complete acceptance of the agreements reached by the parties and cancels and replaces any previous oral or written agreement between the parties (including, but not limited to, any prior GTCP) and therefore, this Agreement prevails over any other previous agreement, having the same subject, between the parties. 17.6 In the event that Supplier is unable to fulfil its obligations under the Agreement for reasons of force majeure, the fulfilment of the related obligations shall be suspended for the entire duration of the force majeure. If the circumstance constituting force majeure endures for more than thirty (30) days, Palmieri shall have the right to terminate the Agreement forthwith giving notice to Supplier and, from the date of receipt of said notice, Supplier shall not be entitled to any form of consideration. Force majeure on the part of Supplier shall not include: shortage of personnel, production materials or resources, strikes, breach of contract by third parties contracted by Supplier, financial problems of Supplier, or its inability to secure the necessary permits or legal or administrative authorisations in relation to the Products or Services to be supplied. 17.7 The assignment of trade receivables deriving from this Agreement by Supplier is expressly forbidden.

**18.** Jurisdiction and Applicable Law. The Agreement shall be construed and drafted in accordance with the laws of Italy. Supplier and Palmieri consent to the exclusive jurisdiction of the Court of Bologna, however, Palmieri reserves the right to apply to the Court with jurisdiction where Supplier has its registered office. The Vienna Convention on International Sale of Goods shall not apply to the Agreement.

**19.** Processing of personal data. Supplier and Palmieri acknowledge that the respective data shall be processed for the regular fulfilment of legal, tax and contractual obligations in compliance with Regulation (EU) 2016/679 and in compliance with current legislation on the protection of personal data.