

GENERAL PURCHASING CONDITIONS FOR SUPPLY OF PRODUCTS AND SERVICES

1. DEFINITIONS – SPHERE OF APPLICATION

1.1 These general conditions (“**Conditions**”) apply to all purchasing contracts, for the supply of products or services, concluded by **Isolgomma s.r.l.**, with registered office at Via dell’Artigianato 24, 36020 Albettonne (VI), VAT number 00215940248 (“**Isolgomma**”) in the form of orders of which they constitute an integral and substantial part.

1.2 In addition to the provisions contained in these Conditions, supplies of products or services are regulated by specific legislative provisions and standards for the time being in force, by the provisions of the Italian Civil Code and supplementary legislative enactments.

1.3 General conditions drawn up by the Supplier shall not, however, under any circumstances apply to contracts, even if not expressly rejected when received.

1.4 Any amendment or addition, or condition of sale applied by the Supplier, that is inconsistent, either wholly or partially, with these Conditions shall only be valid if specifically accepted in writing by Isolgomma.

2. CONDITIONS APPLYING TO THE SUPPLY OF PRODUCTS AND SERVICES

2.1 Orders

2.1.1 Orders placed shall provide all the information, references and attachments necessary for the performance of the Contract including, for example, but not limited to: description of the products/services, identification code, quantity, price, delivery date, place of delivery, references to regulations/standards, specifications and requisites applicable.

2.1.2 Orders placed shall be accepted by the Supplier within five (5) days from the date they were issued, by returning a copy of the Order and the attached documentation signed on each page. The Contract shall be considered to have been stipulated once the aforementioned documents have been received.

2.1.3 Dispatch of the order confirmation shall be construed as acceptance of these Conditions, unless it is withdrawn BY THE END OF THE WORKING DAY following the date of receipt.

2.2 Deliveries

2.2.1 The products shall be delivered to the location stated in the Order.

2.2.2 The products shall be sent in packaging that guarantees that they reach their destination in perfect functional condition and they are transported at the Supplier’s total risk up to the time they are accepted by Isolgomma, at the agreed place of delivery.

2.2.3 The products delivered shall be accompanied by a transportation document (DDT), indicating the order number and providing a description of the products as stated in the Order.

2.2.4 The delivery dates are binding on the Supplier and are intended as the cut-off dates for the delivery of the products or supply of the services requested in the Order.

2.2.5 The Supplier shall inform Isolgomma promptly if it foresees difficulties that could prevent it from delivering the products or supplying the services by the agreed dates or to the standard requested, indicating the potential impact and the actions to be taken to remedy the situation.

2.2.6 A delay in delivery beyond the date requested shall entitle Isolgomma to demand a daily penalty at the rate indicated in the relevant Order and established in the Contract entered into between the parties.

2.3 Inspection/control of products and services

2.3.1 The product or service shall be accepted once an inspection or controls have been carried out by Isolgomma, verifying the conformity of the product or the correct supply of the service.

2.3.2 Products or services found to be defective or not to the standard envisaged in the Order shall be considered as not delivered. In such circumstances, the Supplier shall be responsible, at its expense, for taking back the products or resupplying the service, or for eliminating any non-conformities found within a period of 5 working days.

2.3.3 The Supplier warrants the products sold for a period of 24 months from the date on which they were accepted by Isolgomma, subject to any longer term that may be stated in the Order.

3. PRICE AND PAYMENT TERMS

3.1 The price due to the Supplier is stated in the Order and may not be modified.

3.2 The Supplier acknowledges the fact that the Order and/or the Contract may provide for the payment of penalties if the supply of the services is delayed and/or the services are not provided to the standards indicated in the Order and/or in the Contract etc., subject to any cases of force majeure of which documentary evidence must be provided.

4. PROCESSING OF DATA

4.1 Within the meaning and for the purposes envisaged in European Regulation no. 679/2016, it is pointed out that Isolgamma shall collect, record, reorganise, store and use personal data, using both electronic and paper-based media, for purposes connected with Isolgamma's corporate activities, and in particular, for the purpose of enabling the Supplier to decide on and draw up the supply contract and manage that contract, and also to perform legal obligations connected with the management of that contract.

5. NON-DISCLOSURE

5.1 The Supplier acknowledges that information and material (for example, but not limited to the following: drawings, samples, specifications and technical tables, etc.) transmitted to it by Isolgamma are solely the property of Isolgamma and are confidential. The Supplier therefore has no claim over such information or materials.

5.2 With regard to any information, data or knowledge, of a technical, scientific, commercial or any other nature, including, for example, but not limited to: any document, drawing, table, technical specification, product, process or prototype supplied by Isolgamma to the Supplier for the performance/processing of the Contract/Order ("**Confidential information**"), the Supplier undertakes, throughout the term of the Contract/Order and for the next 3 (three) years: (i) not to disclose the Confidential information or in any way make it available to third parties, but to use it solely for the purpose of performing its obligations under the Contract/Order; (ii) to copy, reproduce or duplicate the Confidential information solely to the extent necessary to perform its obligations under the Contract; (iii) to return or destroy any document or material that contains or makes reference to the Confidential information immediately, at Isolgamma's request. It is understood that information that was in the public domain at the time it was disclosed to the Supplier or subsequently enters the public domain as a result of events not attributable to the Supplier, shall not be considered as Confidential information.

6. INTELLECTUAL PROPERTY

6.1 The trademarks of which Isolgamma is proprietor or licensee ("**Trademarks**") are and shall remain its exclusive property/under licence and may not in any manner be transferred to third parties, modified or used for purposes other than those expressly envisaged in the **Orders**.

6.2 When using the Trademarks, the Supplier undertakes to adopt the procedures, specified in writing by Isolgamma and solely for the purpose of processing Orders.

6.3 Isolgamma is the full and exclusive owner of all the results produced by the Supplier in the performance of the Contract, such as, for example, inventions, industrial design, know-how, software and any other result produced in the performance of the Contract. Isolgamma is also the full and exclusive holder of rights of an economic nature stemming from such results, such as the right to apply for and to obtain patents or any other form of protection - in Italy and abroad - envisaged by current intellectual property legislation, as well as the right to exploit them and freely make use of them, without any limitation whatsoever.

6.4 All the products (e.g. dies, machines, etc.) owned by Isolgamma made available by the Supplier in the execution of the supply order shall be returned when the term of the Order expires, unless otherwise agreed by the parties. The Supplier may not transfer, alter or use the products made available by Isolgamma to third parties and shall be responsible for the custody, storage and proper use thereof. More precisely, the Supplier undertakes to use the aforementioned products with the utmost care and diligence. In the event that the products are destroyed, damaged or lost through its fault, the Supplier shall replace or repair the aforementioned products, assuming responsibility and bearing all costs incurred in connection therewith, or, if this is not possible, shall reimburse Isolgamma the residual value of the product calculated on the basis of current market prices, without prejudice to the right to claim compensation for further damage.

7. TERMINATION - WITHDRAWAL - FORCE MAJEURE

7.1 The Supplier acknowledges that the performance of certain obligations envisaged in the Orders and/or Contracts is fundamental and that, in addition to compensation for damage, Isolgamma shall be entitled to terminate the said Orders and/or Contracts pursuant to art. 1456 of the Italian Civil Code in any one of the following circumstances: a) delayed delivery by the Supplier of more than 20 days from the agreed deadline; b) if the Supplier enters voluntary or compulsory liquidation or is made the subject of creditor proceedings; c) breach or non-performance of the obligations envisaged in the case of the supply

of services, in particular, obligations stemming from the employment agreement or the prompt submission of the single insurance contribution payment certificate (DURC).

7.2 Cases of withdrawal from and/or termination of the agreement are regulated in the Orders and/or Contracts.

7.3 Neither party shall be held liable for the non-performance of obligations laid down in the Orders, if the failure to perform is the result of unforeseeable and/or inevitable circumstances (such as war, natural events, calamity, trade strikes, etc.) that prevent the performance of its contractual obligations ("Force majeure"), provided that the Party affected by the incident of Force Majeure gives the other party notification within 48 hours from the event, informing it of the possible consequences and the likely delay in the processing of the supply Order and/or performance of the Contract.

8. APPLICABLE LAW AND JURISDICTION

8.1 The Contract regulated by these Conditions is governed by Italian law.

8.2 Any dispute relating to the execution of the Contract regulated by these Conditions shall be referred to the exclusive jurisdiction of the Court of Vicenza.

8.3 Isolgomma, in any event, has the right to bring an action against the Supplier before any other competent court or judicial authority to handle the dispute, following the procedures laid down by the law.

9. MISCELLANEOUS PROVISIONS

The total or partial unenforceability of any provision contained in these conditions shall not affect the validity of the other provisions.

Any agreement that is inconsistent with or departs from the provisions contained in these conditions shall be formalised in writing and agreed by the parties.

10. SPECIAL CONDITIONS FOR THE SUPPLY OF SERVICES

10.1 The Services shall be provided in the location and in the manner specified in the Order, in keeping with the necessary technical procedures, legislative regulations applicable and safety measures, as the case may be.

10.2 The Supplier shall provide the Services using its own transportation and personnel structure; it may only contract out the supply of services to third parties with prior written authorisation from Isolgomma. In the event that it contracts out services, the Supplier shall not be released from its obligations under contracts or these Conditions.

11. WORKFORCE IN AREAS OWNED BY ISOLGOMMA OR AVAILABLE TO IT

11.1 In the event that the Supplier supplies all or part of the services in areas owned by Isolgomma or available to it (e.g. if a product is being installed), the Supplier undertakes to carry out operations in conditions complying with safety, accident prevention and protection, hygiene at work or environmental regulations and standards and following the rules of good practice, compliance with which it shall also guarantee from its employees and any subcontractors.

12. OBLIGATIONS STEMMING FROM EMPLOYMENT CONTRACT

12.1 In the performance of the Contract, the Supplier shall use adequately qualified and/or specialised personnel with which it has entered into an employment and/or collaboration agreement, in accordance with current legislation. The Supplier is obliged to ensure that personnel used perform all the obligations laid down by current employment, welfare, insurance and accident prevention legislative provisions and regulations, assuming all the related charges and expenses.

12.2 If services are contracted out, the Supplier's **employer** shall ensure that the subcontractors instructed are professionally and technically fit, based on the same criteria as those described above.

12.3 The Supplier shall provide the services, using its own transportation and personnel structure, without being in any way subject to an employment and/or other subordinate relationship with Isolgomma.

12.5 The Supplier shall be held liable for any damage to property and /or to Isolgomma and/or injury or damage to third parties caused by its employees or working associates or any subcontractors during the course of the works carried out in areas belonging to Isolgomma.

Read, confirmed and signed in [---], (date) [---]

Signed

Within the meaning envisaged in art. 1341 of the Italian Civil Code, the following articles are specifically approved: **1. Definitions - Sphere of application; 2.1 Orders; 7. Termination - Withdrawal - Force Majeure; 8. Applicable law and jurisdiction; 10. Special conditions for the supply of Services.**

Signed