

GENERAL PURCHASE CONDITIONS

TREVI S.P.A. - CESENA

(GPC - January 2024)

Art. 1 - Scope of Application - The following general conditions, unless expressly waived by TREVI S.p.A. in the purchase order, shall be considered an essential part of this order and any subsequent purchase orders. The General Purchase Conditions are deemed to be accepted in full by the supplier in any form agreed between the supplier and TREVI S.p.A., such as by signing the same or by confirmation - either expressed or by conclusive facts - of purchase orders or by delivery of the object of this order as resulting from a delivery report signed by the parties and for any subsequent purchase orders without the need for further forwarding and for the supplier to return the document for acceptance of the same. Any clause the supplier attaches to its invoices, notes, or correspondence contrary to or in any case in addition to these general or special purchase conditions shall, therefore, be considered unwritten unless confirmed in writing by regular order amendment. The purchase order is deemed accepted by the supplier under the above terms.

Art. 2 - Delivery Terms - Delivery terms are understood to be of essential rigour. They may only be postponed due to the occurrence of force majeure causes, exclusively those dependent on natural disasters, wars, revolutions and strikes of a national nature, which last for more than 7 (seven) calendar days in total. The supplier will notify TREVI S.p.A. immediately of the occurrence and cessation of such impediments by registered letter with return receipt sent in advance by e-mail or by certified e-mail to trevispa@legalmail.it, subsequently validated by the local Chamber of Commerce. It is, therefore, understood that the duration of said impediments may extend the delivery term, provided that the issue of the consequent amendment to this order follows the supplier's notification.

In the event of non-compliance with the delivery terms, even if only for a part of the order, TREVI S.p.A. shall have the right to choose:

- a) to charge the supplier a penalty at the rate of 2% of the amount of the undelivered materials per each week of delay, without prejudice to compensation for greater damages;
- b) to consider the present General Purchase Conditions, the contract, and the order terminated by giving notice of termination at any time by registered letter under Article 21 (*Termination*) below, without prejudice to compensation for damages suffered by TREVI S.p.A.;
- c) to purchase the materials on the market at the current price at the supplier's expense without prejudice to compensation for greater damages.

Art. 3 - Delivery of Goods - The delivery of goods, unless otherwise specified in the purchase order of TREVI S.p.A., shall take place at the TREVI S.p.A. warehouse in Pievesestina di Cesena, Via Dismano, 5819, during normal working hours. The risks of the goods shall pass to TREVI S.p.A. only when the goods are taken over by TREVI S.p.A. at its warehouses, even if TREVI S.p.A. itself bears the cost of transport.

Art. 4 - Delivery Remittances

a) Delivery notes - A Shipping Document (Transport Document) shall always accompany all goods. This Shipping Document shall be considered essential for completing the purchase order. Each Shipping Document shall refer to the goods of a single order and shall bear all the following references: company name and address of the supplier; order No. to which the delivery refers, indicating - in case of partial delivery - whether it is delivery on balance or account; description and our material code, a unit of measurement and quantity of the individual goods; the carrier's name and date of shipment.

b) Invoices - Original invoices shall be headed and addressed as indicated in the order. Each invoice shall refer to a single order and bear the following references: the shipping document number, the order number to which the invoice relates, the same description used in compiling the shipping document, and the payment terms.

Invoices that do not comply with this clause shall be returned to the supplier, and after that, payment terms shall commence at the end of the month in which the invoice, complete with the details mentioned above, is received by TREVI S.p.A.

Art. 5 - Acceptance and Examination of Goods - Acceptance of goods by TREVI S.p.A. becomes final only after TREVI S.p.A. has ascertained that the qualitative and quantitative conditions of the goods comply with the agreed terms and conditions within 30 (thirty) days of delivery. Simple delivery to the receiving TREVI S.p.A. personnel does not signify acceptance of the goods, as the ascertainment of the condition of the goods must be carried out exclusively by the Control Offices of TREVI S.p.A. - TREVI S.p.A. is understood to be released from the consequences provided for in the last paragraph of Art. 1513 of the Italian Civil Code, even when it has yet to request the Judicial Authorities to verify the quality and condition of the goods sold by Art. 696 of the Italian Civil Procedure Code. The goods to be delivered shall comply with the purchase prescriptions of TREVI S.p.A. - TREVI S.p.A. is not obliged to abide by the terms of Articles 1495 et seq. of the Italian Civil Code for the reporting of defects, including apparent defects. Notification of the defects mentioned above, even if they are obvious, as the supply is to be considered as having been made not only with the characteristics required by the regulations mentioned above but also with the supplier's declaration that the goods supplied are free from defects of any kind, may always be made by TREVI S.p.A. at any time after receipt of the goods, even if they have already been processed or applied to the Company's products and even if the invoices for the goods have already been paid. The order is deemed to be completed with the delivery of the quantities ordered to the warehouses of TREVI S.p.A. and with a favourable testing outcome. Should the acceptance test result in the discovery of rejected materials, TREVI S.p.A. will have the right to request the replacement of these materials at the same contractual conditions or to reject the discarded materials outright, subject always to compensation for damages. In addition, TREVI S.p.A. shall have the right to reject the entire supply, even if this is to be carried out through subsequent deliveries, and to consider the order cancelled in respect of any materials still to be delivered, with the right to retain any materials that have been delivered previously and have been recognised as conforming to the order. In any case, with compensation for damages.

Art. 6 - Surplus Materials - TREVI S.p.A. reserves the right to accept, within 30 (thirty) days of delivery, surplus goods, i.e., goods delivered in quantities higher than what was agreed in the order or, at its sole discretion, to return such surplus goods to the supplier, at the latter's expense. TREVI S.p.A. will not accept any responsibility for the surplus goods delivered, even if such goods were provisionally received at its warehouses.

Art. 7 - Warranty - If the subject of the order is equipment or plant, the equipment/plant supplied is understood to be guaranteed by the supplier as being suitable for meeting the characteristics and technical data set out in the specifications, therefore any defects that are discovered within 180 (one hundred and eighty) days of the equipment or plant being put into operation shall be promptly remedied by the supplier by repairing or replacing, including on-site, the defective components without charge and expense to TREVI S.p.A.. - For all parts that have been replaced, repaired or otherwise directly or indirectly affected by such operations, the warranty is automatically renewed from the date the parts are put back into service for the same period for which it was originally granted. Replacements, repairs, and modifications will be made at the supplier's expense unless the supplier is found not to be responsible for normal wear and tear, operating errors and overloading attributable to TREVI S.p.A. and recognised force majeure. Suppose the supplier does not take the correct measures as and when indicated in these conditions. In that case, TREVI S.p.A. reserves the right to take any measures or remedies that may be necessary and to charge any costs incurred to the supplier (with the right to deduct them from any amount due to the supplier) without prejudice to the right of TREVI S.p.A. for any further damages attributable to the supplier.

Art. 8 - Payment - The method and terms of payment will be those indicated by TREVI S.p.A. in the order, and in no case will deductions and interest charges not agreed in advance in writing in the order or in an amendment to it be accepted, even if provided for in the supplier's terms and conditions of sale. Payments will be made only after qualitative, quantitative and accounting control by TREVI S.p.A. offices.

Art. 9 - Invariability of Prices - Unless otherwise agreed in writing, the prices established for the supply are understood to be fixed and all-inclusive. They are not subject to increase or decrease, whatever the variations in the prices of materials and labour costs that may occur during the execution of the order, even if, for any reason, such execution requires a longer period than agreed. The preceding shall apply between the parties in the derogation of Arts. 1467 and 1664 of the Italian Civil Code and the provisions of applicable laws and regulations.

Art. 10 - Supply of Patented Production - By accepting the order, the supplier assumes full guarantee to TREVI S.p.A. that the materials, equipment, plants and goods in general that it will supply have not been and will not be produced in infringement of patents or patent licences and guarantees TREVI S.p.A. the freedom and lawfulness of the use and trade of such materials both in Italy and abroad.

Art. 11 - Construction Based on Drawings - Drawings on which TREVI S.p.A. reserves the rights enshrined in the law, gauges, moulds, models and samples and any other technical documents, as well as the data contained therein, that are delivered to the supplier for the execution of the order, remain the exclusive property of TREVI S.p.A. and must be returned in perfect condition except for normal wear and tear. Any data supplied may not be copied, modified, sold, transferred, distributed, assigned or otherwise made available, disclosed or transmitted by the supplier to any other unauthorised person and entity or otherwise used other than to supply TREVI S.p.A. and the supplier undertakes to adopt all security measures necessary to avoid the risk of alteration, loss, destruction, dissemination or unauthorised use of such documents and related information. - The supplier undertakes, irrespective of this order, not to construct goods for third parties based on drawings, models or samples of TREVI S.p.A.; TREVI S.p.A. reserves all remedies for damages caused by any failure to comply with these clauses.

Art. 12 - Personnel in our Construction Sites and Workshop - The supplier's personnel must comply with all regulations in force at TREVI S.p.A. work sites and facilities, including any applicable procedures and protocols. TREVI S.p.A. reserves the unquestionable right to remove the supplier's personnel if they do not comply with the rules, safety measures and prescriptions that TREVI S.p.A. has established. The supplier is responsible for complying with all insurance, social security and accident prevention requirements by current legal provisions.

Art. 13 - Inspections at the Supplier's Premises - TREVI S.p.A. reserves the right to monitor and check the manner of execution of the order at the supplier's premises. Therefore, the supplier undertakes to ensure that TREVI S.p.A. inspectors in charge of said inspections have free access to its workshops and those of any sub-suppliers at any time and without prior notice from the date of the order to the date of shipment of materials.

Art. 14 - Supplier's Certifications - Unless otherwise stated in the order and contract, the supplier shall demonstrate to TREVI S.p.A. that it has obtained declarations of conformity with any certifications required by TREVI S.p.A. from an accredited body where necessary.

Art. 15 - Insurance - Unless otherwise provided for in the order and contract, the supplier agrees to take out and maintain effective, at its own expense, an insurance policy (with a leading insurance company and with deductibles and ceilings defined at normal market conditions) to cover its liability for damages to third parties for any reason whatsoever, including the manufacturer's liability, arising from the execution of the order and contract. The supplier also undertakes to deliver to TREVI S.p.A., upon simple request by the latter, a copy of the insurance policy as well as suitable documentation proving the regular payment of the relevant insurance premiums.

Article 16 - Indemnity and Compensation

The supplier shall be liable for and agrees to indemnify and hold harmless TREVI S.p.A. from any direct or indirect damage, loss, claim, cost or expense (including the costs of legal defence) of the latter consequent to or relating to any non-performance and any breach by the supplier of the order and contract or in any case about the supply and use of the goods and performance of the service by the supplier.

The supplier shall be liable for and agrees to indemnify and hold harmless TREVI S.p.A for any (a) damage suffered by a third party because of a defect in the goods supplied or the service rendered by the supplier, including any defect in material or workmanship, improper construction or design, packaging, or delivery; (b) any recall, repair or replacement of the goods required by the competent authorities due to the non-compliance of the goods with laws and regulations applicable from time to time; (c) infringement of any intellectual or industrial property right and any other right in general owned by a third party, as well as for (d) any legal or administrative action or proceeding instituted or, threatened by a third party that may legitimately make claims for any reason whatsoever.

The supplier undertakes to TREVI S.p.A. (i) to inform the Buyer in writing promptly and in any case no later than 3 (three) days after the supplier becomes aware of the occurrence of facts and circumstances that may give rise to disputes on the part of third parties and for which third parties may legitimately make claims, and of proceedings instituted or threatened by third parties; (ii) the burden of prompt settlement of any claims by third parties who claim that their rights have been violated because of the possession or use, as the case may be, by TREVI S.p.A. of the goods and services; (iii) cooperate in good faith with TREVI S.p.A. to choose the best line of defence. TREVI S.p.A. shall have the right to designate, at the cost and expense of the supplier, its consultants to work alongside the consultants appointed by the supplier to defend against the action taken or threatened by the third party.

Art. 17 - Prohibition of Advertising - It is expressly forbidden for the supplier to make, in its interest or in the interest of third parties, any advertising or claims that refer to supplies to TREVI S.p.A. As an exception to this prohibition, special written authorisation may be granted from time to time by the General Management of TREVI S.p.A. at its sole discretion. In this case, the supplier undertakes to comply with the form of publicity and any other conditions that may be prescribed.

Art. 18 – Packaging -The supplier's packaging must withstand loading and unloading by crane for the intended means of transport; it must also be suitable to protect the goods from the weather if specifically requested in the order.

Art. 19 - Non-Transferability of Contracts and Credits - Prohibition of Mandates for Collection - The contract(s) and purchase order(s) and the credits arising from there are not transferable by the supplier, nor is it possible to give mandates for collection or other forms of delegation of payment of the same; any modification or addition to the contract(s) and purchase order(s) requires written form under penalty of nullity and shall be limited to the particular case for which it is agreed. The contract(s) and purchase order(s) and the receivables arising from there are, however, freely transferable by TREVI S.p.A. to third parties. The Supplier shall remain liable to TREVI S.p.A. and any assignees for any breach of the above provision.

Art. 20 - Defaults - Defaults on the part of the supplier entitle TREVI S.p.A. to suspend payments that have accrued for previous services, even if related to another order, as a warranty for the consequences of the supplier's default. This is without the need for preventive measures by the Judicial Authority.

Art. 21 - Termination - Without prejudice to any other remedy provided by law or by contract, TREVI S.p.A. shall have the right to terminate these General Purchase Conditions, the contract, and the order by written notice to the supplier in the event of:

- (i) non-delivery or delayed delivery of the goods or performance of the service by the supplier under the terms of these general purchase conditions and the contract and order;
- (ii) any breach by the supplier of further obligations under these general purchase conditions, the contract and the order, including failure to comply with the certification provisions of Article 14 (Supplier's Certifications) and any breach by the supplier of the commitments set out in Article 22 (*Code of Ethics, Model 231, Suppliers' Code and Anti-Corruption Policy*);

- (iii) insolvency, liquidation of the supplier or other similar procedure under the relevant laws.

In the event of termination of these General Purchase Conditions, the contract and the order under this article, and in any case, in the event of early termination by TREVI S.p.A. due to a material breach by the supplier, TREVI S.p.A, without prejudice to any damages, losses, costs of any kind and nature that it may incur, including expenses incurred to complete the supply or service by using a third party, and without prejudice to the right to charge the penalty referred to in Art. 2 (*Terms of Delivery*), shall have the right at its discretion to (i) return the goods or reject the services covered by the supply by repeating the relative price; or (ii) retain the goods or keep the services by paying the supplier only the price of the goods and services that have already been, respectively, delivered or returned to TREVI S.p.A. on or before the date of termination and accepted by the same.

Art. 22 - Code of Ethics, Model 231, Suppliers' Code and Anti-Corruption Policy

The supplier declares they have read and understood the Code of Ethics, the Organisational, Management and Control Model (the "**Model**") adopted by TREVI S.p.A. by the provisions of the Italian Legislative Decree No. 231 of 8 June 2001 (the "**Decree**"), the Suppliers' Code of Conduct (the "**Suppliers' Code**") and the Anti-Corruption Policy (the "**Anti-Corruption Policy**"), all of which can be consulted on the TREVI S.p.A. website at the following link www.trevispa.com and which set out the principles that all companies operating in Italy and abroad in the name of, on behalf of or in the interest of TREVI S.p.A. are required to observe. Given the above, and concerning a purchase order or contract governed by these general purchase conditions, the supplier undertakes to:

- manage its activity/ies in compliance with all the principles, values and commitments as expressed in the Code of Ethics, the Suppliers' Code, the Model and the Anti-Corruption Policy;
- refrain from carrying out any act or omission and from giving rise to any act that may violate the ethical principles set out in the Code of Ethics, the Suppliers' Code, the Model and the Anti-Corruption Policy;
- ensure that those who perform functions of representation, administration, or management of the supplier or of one of its organisational units, those who exercise, also de facto, the management and control of the same, and the persons subject to the direction or supervision of any of the preceding persons comply with the principles set out under this clause.

Failure by the supplier and anyone working for the supplier to comply with any of the principles of the Code of Ethics, the Suppliers' Code of Conduct, the Model and the Anti-Corruption Policy, as well as the commission, even in the attempted form, of the underlying offences, will constitute a serious breach of the obligations set out in these general conditions of purchase and may entitle TREVI S.p.A. to terminate the purchase order or contract with immediate effect following written notice, without prejudice to compensation for any damages caused to TREVI S.p.A.

Any violation or suspected violation of the principles of the Code of Ethics, the Supplier Code, the Model and the Anti-Corruption Policy, as well as any applicable legislation and the commission of one of the underlying offences, must be reported without delay to the Supervisory Board of TREVI S.p.A. at the appropriate e-mail address odv.trevispa@trevispa.it. Reports must contain a description of the facts that constitute a violation, even a presumed infringement, of the provisions contained in the documents mentioned above of TREVI S.p.A., including information relating to the time and place of the events represented, as well as the persons involved. TREVI S.p.A. shall not tolerate threats or retaliation of any kind against the whistleblower or anyone who has collaborated in the activities aimed at verifying the validity of the report and reserves the right to take all appropriate action against anyone who carries out or threatens to carry out such acts of retaliation in compliance with the provisions of the law.

Art. 23 – Personal Data Protection - The Parties mutually undertake to process personal data, known directly and incidentally in the execution of these general conditions, the purchase contract and the purchase order in compliance with the rules and regulations in force from time to time regarding the protection of personal data.

The rules and regulations in force consist of Regulation (EU) 2016/679 (GDPR) on the protection of natural persons about the processing of personal data and the free movement of such data, the relevant Italian legislation adapting to the GDPR and the measures adopted by the Italian Data Protection Authority. The content of these general conditions, the purchase contract, the purchase order and the information that TREVI S.p.A. shall receive in execution or because of these general conditions, the purchase contract, and the purchase order are to be considered confidential and therefore not disclosable for any reason to third parties, except as necessary for the correct fulfilment of the same and without prejudice to express legal obligations. The supplier, therefore, undertakes to put all activities in place to prevent such information from being acquired by or disclosed to third parties.

Art. 24 - Invalidity -The nullity or invalidity of a single clause or provision of these General Purchase Conditions, Contract and Order does not entail the nullity or invalidity of any other clause or provision, nor does it affect the effectiveness of any other clause or provision.

Art. 25 - Applicable Law and Competent Court -These General Purchase Conditions govern each order and contract governed by Italian law, with the express exclusion of conventions, regulations or other rules of international private law relating to the law applicable to the sale of goods and any other source not expressly referred to. Any dispute arising from this order shall be settled exclusively by the Court of Forli, also in the event of connection with other cases submitted to other Judicial Authorities.

Signature for acceptance.....

(Supplier's signature)

By express acceptance, also under and for Articles 1341 and 1342 of the Italian Civil Code, of Articles. **1** (*Scope of application*) - **2** (*Delivery Terms*) - **5** (*Acceptance and Examination of Goods*) - **6** (*Surplus Materials*) - **7** (*Warranty*) - **8** (*Payment*) - **9** (*Invariability of Prices*) - **11** (*Construction Based on Drawings*) - **12** (*Personnel in our Construction Sites and Workshop*) - **13** (*Inspections at the Supplier's Premises*) - **14** (*Supplier's Certifications*) - **15** (*Insurance*) - **16** (*Indemnity and Compensation*) - **19** (*Non-Transferability of Contracts and Credits - Prohibition of Mandates for Collection*) - **20** (*Defaults*) - **21** (*Termination*) - **22** (*Code of Ethics, Model 231, Suppliers' Code and Anti-Corruption Policy*) - **23** (*Personal Data Protection*) - **24** (*Invalidity*) and **25** (*Applicable Law and Competent Court*).

Signature for acceptance.....

(Supplier's signature)