

Terms and Conditions of Purchase

1) Scope. - These general terms and conditions of purchase (hereinafter referred to as the “Conditions”) and our Order shall in any event prevail over any of the Supplier terms and conditions. These Conditions are the only basis for the commercial negotiation with the Supplier. Any Order shall be governed by these Conditions, which the Supplier expressly accepts. In case of contradiction with the terms and conditions of the Supplier, the latter must notify it and a specific contract shall be signed. If the Order makes reference to the supply of raw materials, the supply agreement that, if any, may have been executed with the Supplier, shall prevail. Each Order shall be assigned one number. For all documentation relating to such Order (delivery notes, invoices, correspondence, etc.), the Supplier shall always refer to the Order number. Any exclusion in the Offer of the Supplier shall be reflected in the Order. Otherwise, it will be understood that the Order is processed under the parameters of “all inclusive”.

2) Price and payment. - The Purchaser shall pay the Supplier for the supply specified in the Order. The terms of payment are stated in the Order.

3) Mechanical warranties. - The Supplier guarantees that the supply is new, of the quality expressed in the Order and that the materials used are new, of first quality and free from any design or workmanship defect. If the supply has any defect or malfunction, the Supplier shall be obliged to repair such defect or malfunction as soon as possible or to replace part or all the supply materials with prior agreement with the Purchaser.

4) Quality control. - The Supplier shall be liable for the inspection and tests of the whole supply to ensure that (i) it fulfils all aspects and requirements of the Order, (ii) is in accordance with the good practice of design, engineering and manufacturing, (iii) is in compliance with all laws, regulations, orders or rules of the manufacturer’s country of origin, Spain and the EU legislation, and (iv) performs all technical standards of the factory as defined in the Order.

5) Social security, tax obligations and Health and Safety. - The Supplier will be up to date with the payment of social security contributions and will ensure that

the subcontracted companies are also up to date. To this end, it will provide the Purchaser with a certificate certifying that it is up to date, both itself and the subcontractors and subsequently the respective renewals thereof. Likewise, the Supplier will be up to date with compliance with tax obligations. To this end, it will provide the Purchaser with a certificate of being up to date with its tax obligations.

The Supplier shall be liable for adopting, applying and fulfilling the Health and Safety regulations and shall perform all obligations imposed by the rules of the Purchaser's domicile and EU laws applicable at the facilities of the Purchaser and, particularly, the laws that may be in force upon performance of its obligations arisen from these Conditions in relation to prevention of occupational hazards and health and technical aspects.

6) Environmental and energy performance. - The supply shall be carried out pursuant to the applicable laws and regulations on environment and energy, taking into account the materials used and the environmental impact generated (including, but without being limited thereto, consumption of natural resources, air or water emissions, noise, the chemical products used). Any necessary information to fulfil the additional provisions/requirements (i.e. the limits of the Integrated Environmental Authorization "IEA") shall be delivered to the Supplier, but this shall not limit the liabilities of the Supplier in relation to its environmental and energy obligations in the form set forth in these Conditions and the relevant laws.

7) Insurance and limitation of liability. - The Supplier must have contracted general and product civil liability insurance at all times. At the Purchaser's request, the Supplier must provide a certificate from the insurance company or broker that describes the insurance coverage, the validity and that the annual premium is up to date with payment. Any civil liability against third parties, labour or of product resulting from the execution of this supply shall be only and exclusively at the expense of the Supplier.

8) Termination of the supply. - The Purchaser shall be entitled to refuse the delivery of the supply in the following cases: If the supply does not reach the guaranteed levels as defined in the Order and the Supplier cannot resolve the problem within a term of 3 months, breach by the Supplier of the socio-labour, tax and health and safety obligations with its personnel, delay in more than 2 months of the delivery term of the supply, death or extinction of the legal personality of the

Supplier, as well as in the event an essential failure is detected in the supply during the mechanical warranty term which the Supplier is obliged to solve pursuant to these Conditions and such repair is not solved within a term of 6 months as of the date where the failure or fault may have been communicated.

9) Data protection. - In accordance with Regulation 2016/679 on data protection (GDPR) and the legislation of the Purchaser's domicile, by the signature of these Conditions both parties reciprocally authorise each other the processing of personal data derived from the commercial relationship, or which may have been mutually provided in the development of the activities. The Data Controller and the Data Processor will comply with the aforementioned regulations. Likewise, they reciprocally inform each other of the possibility of exercising, with respect to said personal data, the rights of access, rectification, deletion, opposition, limitation of treatment, portability of the data and not being the subject of a decision based solely on the automated treatment (including profiling).

10) Compliance with the Code of Ethics. - Supplier declares to know and accept the terms and conditions of the Code of Ethics implemented by the Company and undertakes to strictly abide by the mentioned Code. Supplier further undertakes to comply with the Modern Slavery Act 2015 and all other applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force.

The Code of Ethics is available on the Company's web site: gardacartiere.com though the Supplier may ask for a hard copy at any time.

The non-compliance by the Supplier of any of the provisions of the mentioned Code of Ethics, or any applicable laws, regulations or statutes, shall be considered as a serious breach of the obligations under the present Agreement and shall entitle the Company to terminate immediately the Agreement, without detriment to seek any damages compensation.

11) Interpretation of the Order. - These Conditions together with the Order contain the agreements reached by the parties and supersede and cancel any previous agreements, written or verbal, on the purpose herein.

12) Modification of these Conditions. - The Purchaser may modify the Conditions whose new version shall become effective (i) in the subsequent Orders placed by the Purchaser to the Supplier and (ii) in Orders previously placed but whose delivery is not terminated on the effective date. If not otherwise is expressed, the Supplier shall be deemed to accept the modifications on the effective date

determined by the Purchaser. Such modifications due to legal provisions or regulations of any kind whatsoever relating to these Conditions, as well as the court or administrative interpretation of such provisions or of those already existing ones, shall not be considered as modifications, and may be transferred to the Supplier to the applicable extent. Notwithstanding the modification system detailed in this condition No. 12, the Purchaser informs that it shall duly reflect on its web the last version of these Conditions, which shall incorporate the modifications that may have been carried out so that the Supplier may at all times have the last updated version thereof.

13) Governing law and jurisdiction. - These Conditions, the Order and your Offer shall be governed by the Italian law. In the event of any discrepancy or controversy on the interpretation, application or execution of these Conditions, the parties shall submit to the jurisdiction of the Courts of Milan, waiving their own venue, if any.

Pursuant to artt. 1341 ss C.C., the parties hereby expressly approve the following clauses: 7, 8, 12 and 13.