

ELANTAS Europe srl

Strada Antolini 1, 43044 Collecchio (PR)
Tel. +39 0736 3081 Fax +39 0736 402746
CF: 10732750152 - PI 01356800449 - R.E.A. (PR) 254150
Capitale Sociale € 2.080.000,00 i.v. con unico socio
info.elantas.europe@altana.com www.elantas.com



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Conditions of Purchase of ELANTAS Europe S.r.l.

(Version: February 2026)

1. Applicability

1.1. These General Terms and Conditions of Purchase (hereinafter referred to as “**General Terms and Conditions**”) apply to all supplies of goods and services on the basis of purchase, warehouse supply, service or other contracts, including ancillary services (hereinafter referred to as “**Supplies**”) to ELANTAS Europe S.r.l., Via Antolini 1, Collecchio (PR), 43044 - Italy (hereinafter referred to as “**ELANTAS**”). They apply exclusively to business transactions with natural or legal persons acting within the scope of their business or professional activity, legal persons under public law or public law entities with separate assets (hereinafter referred to as “**Supplier**”).

1.2. Any terms and conditions of the Supplier that conflict with or deviate from these General Terms and Conditions or legal provisions shall not apply unless they have been approved in writing by ELANTAS. This also applies if ELANTAS has not expressly objected to or unconditionally accepted the Supplies or made payments.

1.3. These General Terms and Conditions also apply within the framework of an ongoing business relationship to all transactions related to supplies or offers of the Supplier, without ELANTAS being obliged to refer to these General Terms and Conditions in each individual case.

2. Conclusion of the contract

2.1. The conclusion of a contract between ELANTAS and the Supplier requires the existence of a written order or written confirmation of acceptance of the contract by ELANTAS.

2.2. Orders and all related declarations and agreements are only binding if made in writing. For the purposes of these General Terms and Conditions, the written form includes both written and textual form (e.g. letter, e-mail, fax). Orders given orally or by telephone must subsequently be confirmed in writing to be legally valid. The same applies to ancillary verbal agreements and amendments to the contract.

2.3. The Supplier shall accept orders from ELANTAS in writing within 5 working days. For the purpose of the timely acceptance of the order, the receipt of the declaration of acceptance (hereinafter referred to as “**Order Confirmation**”) at ELANTAS shall be considered binding. Insofar as the Order Confirmation of the Supplier deviates in content from the order conferred by ELANTAS, the Supplier is obliged to state this in the Order Confirmation. Such changes will be valid only if accepted in writing by ELANTAS. This is without prejudice to the right of ELANTAS to revoke the order without incurring in any costs and/or penalties, even if the Supplier does not confirm the order by the deadline indicated above.

Stabilimento di Ascoli Piceno
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Strada Antolini 1
43044 Collecchio (PR), Italia
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Fax +39 0521 804410

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Via San Martino 6
15028 Quattordio (AL), Italia
Tel. +39 0131 773870
Fax +39 0131 773875

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2.4. There shall be no remuneration for visits, bid processing, planning or similar activities, unless this has been expressly agreed upon or is provided for by a mandatory rule of law.

2.5. ELANTAS shall be entitled to accept an offer of the Supplier within 14 days of its submission. Until the expiry of this period, the Supplier is bound by its offer. Silence on the part of ELANTAS cannot be interpreted neither as acceptance of the offer nor as the conclusion of the contract. If the acceptance of an offer by ELANTAS is received late, the Supplier shall inform ELANTAS thereof immediately.

2.6. If an order constitutes a call-off in accordance with a minimum quantity contract or a framework agreement between ELANTAS and the Supplier, it shall be binding on the Supplier if the Supplier does not object to it within five (5) days of receipt. There is no obligation on the part of ELANTAS to make call-offs in accordance with a volume contract or a framework agreement. In all other respects, the provisions concerning orders contained in these General Terms and Conditions shall apply *mutatis mutandis* to call-offs.

2.7. The involvement of third parties as sub-suppliers is only possible with the prior written consent of ELANTAS. A third party involved by the Supplier is generally to be regarded as its auxiliary, even in cases where ELANTAS has approved its involvement.

3. Subject matter of the supply

3.1. The Supplier is only authorized to modify the production process with the prior consent of ELANTAS, provided that the goods to be supplied are not technical articles and/or installations/parts of installations. This applies even where such a change does not affect the specifications of the goods to be supplied.

3.2. In the case of the supply of raw materials, the number of batches specified in the order may not be exceeded.

4. Supply on the basis of samples

4.1. Any approval of samples by ELANTAS does not constitute a waiver of rights in the event of defects. Such approval shall be without prejudice to all rights and claims of ELANTAS against defects.

4.2. If an order is placed on the basis of a sample, the quality of the goods to be supplied may not deviate from the sample unless ELANTAS has expressly approved such deviation.

4.3. If the Supplier plans to cease production of the goods to be supplied within one (1) year from the order or acceptance of the offer by ELANTAS or to change their quality, the Supplier shall notify ELANTAS without delay.

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5. Delivery times, delays and force majeure

5.1. The delivery terms specified in the order or otherwise agreed upon are binding.

5.2. The timely receipt of the Supplies by ELANTAS within the agreed delivery period shall be decisive for the Supplier's compliance with the delivery terms. If the Supplies require acceptance, the delivery deadline is deemed to be met when the Supplier makes the Supplies ready for acceptance available to ELANTAS on the delivery date. The Supplier is not authorised to make early deliveries.

5.3. As soon as the Supplier becomes aware that it is unable to perform the supply, in whole or in part, in accordance with the agreed terms, the Supplier shall immediately notify ELANTAS, stating the reasons and the probable duration of the delay. This is without prejudice to the occurrence of a delay in delivery. The Supplier undertakes to request in good time the documents necessary for the execution of the order from ELANTAS.

5.4. In the event of a delay in delivery, ELANTAS shall be entitled to obtain, for each week of delay commenced, lump-sum compensation for delay damages amounting to 0.5 per cent of the net price agreed with the Supplier in accordance with the respective agreement, in total, however, for an amount not exceeding 5% of such net price, unless the Supplier proves that the delay is not attributable to it. Any penalties already paid must be taken into account. This is without prejudice to the right of ELANTAS to sue for major damages. ELANTAS may also demand the contractual penalty even if no objections are made when accepting delivery. After payment of the balance of the delivery, ELANTAS may only enforce the penalty if ELANTAS has expressly reserved this right at the time of payment of the balance of the delivery.

5.5. Force majeure, in particular by way of example and not exhaustively war, conflict situations, natural catastrophes, earthquakes, floods, accidents, arbitrary acts of administrative or political authorities, epidemics and pandemics, shall preclude the parties from being in default for the duration of the damaging event and such further period as may be deemed necessary and appropriate depending on the extent of its effects. The parties are obliged, within reasonable limits, to provide without delay the necessary information as to the existence, type and foreseeable duration of the harmful event and to adapt their obligations in good faith to the changed circumstances. If the event continues for more than three (3) months, the other party may - without prejudice to any further rights it may have - withdraw from the contract in whole or in part.

6. Delivery, shipping and packaging

6.1. Delivery shall be made by the Supplier to the place indicated in the order or Order Confirmation. If the place of delivery is not specified and has not been agreed otherwise, delivery shall take place to the ELANTAS location mentioned in 1.1. The Supplier must select the most appropriate and convenient mode of transport.

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6.2. A delivery note in duplicate and a packing slip must be attached to the delivery ("d.o.t." or "transport document"). The order number, material name and material code, batch number, VAT identification number, gross and net weight, number and type of packaging (disposable or reusable) as well as the place of delivery and recipient must be stated on all delivery documents and on the outer packaging. The aforementioned documents must be fiscally compliant and managed by the Supplier. Individual packages must be marked with the material name, material code, batch number, date of manufacture and net weight.

6.3. The goods supplied must be packed by the Supplier at his own expense in such a way as to avoid any damage during transport. The supplier guarantees that: i) dangerous goods are packed, marked, shipped and transported in accordance with national and international regulations and so that any damage, deterioration or accidental leakage is completely excluded until the delivery of the Supplies; ii) all delivered Supplies are labelled in compliance with environmental and safety regulations; iii) containers used for packaging or transport (including tankers) are completely cleaned in order to avoid any contamination; iv) the means of transport used for the delivery of the Supplies are in good condition. The Supplier shall, at the request of ELANTAS and at his own expense, recover, or arrange for third parties to recover, all outer packaging and packaging used for transport and sale at the place of delivery.

The Supplier may only object to the lack of necessary documents or information to be provided by ELANTAS if the Supplier has requested in writing that ELANTAS provide such documents and has not received them within a reasonable time.

6.4. Delivery notes, transport documents, invoices and all correspondence must bear the order number of ELANTAS. The declaration of origin must be attached to the first delivery without any specific request.

6.5. Partial deliveries are only permitted with the express consent of ELANTAS. ELANTAS reserves the right to reject early deliveries.

7. Transfer of risk, transfer of ownership, acceptance

7.1. The Supplier assumes the risk of accidental destruction and accidental deterioration of the goods until acceptance of the Supplies by ELANTAS or its agents at the place of destination of the Supplies in accordance with Clause 6.1.

7.2. Ownership of the delivered goods is transferred to ELANTAS upon delivery. If retention of title is agreed, ownership of the Supplies shall pass from the Supplier to ELANTAS upon payment of the price, at the latest. ELANTAS is authorized to mix, process, amalgamate and resell the goods supplied under reservation of title in the ordinary course of business, acquiring ownership thereof.

7.3. Supplies require acceptance only where expressly agreed in writing between ELANTAS and the Supplier or prescribed by law. Unless otherwise agreed, ELANTAS may communicate acceptance up to two (2) weeks after the Supplier has communicated completion of delivery. Where agreed, each acceptance requires an express written declaration by ELANTAS. Verbal and/or partial acceptances are excluded.

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8. Quality management and control on receipt of goods

8.1. The Supplier shall implement and maintain a quality management system appropriate to the type and scope of goods, efficient and in accordance with the state of the art, providing documentary evidence of this to ELANTAS upon request. At the request of ELANTAS, the Supplier shall adopt a quality assurance system in accordance with ISO EN 9000 ff. and enter into a corresponding quality assurance agreement or other equivalent agreement. ELANTAS has the right to audit the quality assurance system itself or through a third party commissioned by ELANTAS.

8.2. At the request of ELANTAS, the Supplier shall submit all documents relating to the goods, in particular quality data and records, test and inspection certificates, analyses, process data and all information necessary for process traceability purposes and, for those parts subject to the documentation obligation, shall retain them in accordance with legal requirements for a minimum period of ten (10) years after the last delivery to ELANTAS of the goods subject to the supply and shall make them available to ELANTAS for consultation upon request. When requested by ELANTAS, the Supplier shall provide material certificates in respect of the raw materials used as well as a document certifying the origin of the goods to be supplied.

8.3. ELANTAS has the right to carry out, or have third parties carry out, inspections at the Supplier by appointment and during normal business hours. ELANTAS shall ensure that such inspections cause the least possible disruption to the activities of the Supplier.

8.4. ELANTAS shall only verify the quantity and identity of the goods to be supplied and check any externally detectable damage. ELANTAS shall notify the Supplier of any discrepancies found during this inspection. Notice shall be deemed timely insofar as it reaches the Supplier within a period of five (5) days from delivery of the goods or, in the case of hidden defects, within a period of ten (10) days from their exact identification. ELANTAS is not subject to any further inspection and reporting obligations.

9. Activities to be carried out at the ELANTAS premises

For all potential work/operations related to Supplies to be performed at ELANTAS's premises, ELANTAS's current safety guidelines and instructions regarding customer service, assembly and personnel apply to the Supplier and its subcontractors and subsuppliers.

10. Warranty and liability of defects

10.1. The Supplier guarantees that the goods to be delivered meet the agreed quality requirements, the applicable statutory provisions, health and safety standards, regulations and provisions of authorities and trade associations as well as the latest state of the art, are of the excellent quality in accordance with their nature and characteristics and are suitable for their intended use as well as for normal use, have a quality level in line with the market and are free of defects. If the Supplier is responsible for the construction, the

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Supplier also warrants that this is free from defects and that the delivered goods are suitable for the specific purpose for which they were purchased. All technical items listed in the order at the time of dispatch are manufactured in accordance with the European and national regulations in force at the time of delivery (such as laws, EU directives or guidelines, standards, etc.). Where required by law, the CE marking, including the certificate of conformity, must be affixed or made available without a specific request. Any additional requirements and specifications contained in the order must be complied with. Compliance with inspection and approval requirements by ELANTAS and/or its customers does not release the Supplier from its obligation to supply compliant goods.

10.2. The Supplier shall not be liable for damage to the delivered goods caused by natural wear and tear of individual components or damage caused culpably by ELANTAS or by inappropriate use.

10.3. ELANTAS is entitled to all warranty rights provided by the Italian law without any exclusion or limitation. Without prejudice in any way to further warranty claims for defects, ELANTAS is entitled, at its own discretion, to demand the elimination of the defect or the delivery of a defect-free item.

10.4. Should the Supplier fail to fulfil its obligation to remedy the non-fulfilment within a reasonable period of time set by ELANTAS, ELANTAS may remedy the defects itself or have them remedied by a third party at the expense of the Supplier and require the Supplier to reimburse the expenses necessary for this purpose or to pay them in advance with a reasonable down payment. If the Supplier's attempt to remedy the non-performance has failed or is impracticable for ELANTAS (e.g. in circumstances of particular urgency, endangering of operational safety, imminent occurrence of disproportionate damage), no time limit shall be necessary. If possible, ELANTAS shall inform the Supplier without unjustified delay before eliminating defects.

10.5. Liability for defects commences upon complete delivery of the goods and services supplied (transfer of risk). In case of replacement of the Supplies, the liability term runs from the date of the delivery of the new Supplies. If prior acceptance of the goods and services supplied has been agreed upon, liability for defects shall run from such acceptance.

ELANTAS shall notify defects within 90 days from the date of the defects' discovery (forfeiture period).

10.6. Claims arising from defects are time-barred according to the Italian law and runs from the date of complete delivery of the goods and services supplied, as identified pursuant to these General Terms and Conditions and Article 10.5 above (limitation period).

10.7. If the goods have already been installed and are on the premises of a customer of ELANTAS, the Supplier shall receive parts of them for the purpose of checking the damage, insofar as ELANTAS in turn receives them from the customer. ELANTAS shall prove the defects of the goods in the manner agreed between ELANTAS and the respective customer, generally on the basis of projections derived from a comparison of the inspected products with similar products with the same dissimilarity in the target markets. To the extent that the customer makes products available to the Supplier for inspection, this shall be at the Supplier's risk and expense.

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11. Proprietary rights, rights of use and exploitation

11.1. The Supplier warrants that its Supplies do not infringe any third-party rights and that no third party may invoke any rights, especially rights in rem and intellectual property rights, including all industrial property rights such as patents, trademarks, utility models, designs and copyrights (hereinafter referred to as **"Proprietary Rights"**).

11.2. If a third party claims rights against ELANTAS as a result of the infringement of the Proprietary Rights with respect to a supply made by the Supplier, the Supplier - without prejudice to the further rights of ELANTAS - shall, at its own discretion and at its own expense, obtain a licence or right of use for the Supply, modify the Supply so as to avoid the infringement of the Proprietary Rights or replace the Supply with a new one.

11.3. This shall be without prejudice to any other rights to which ELANTAS is entitled by law in connection with the risks of any challenge to good title of the Supplies made by the Supplier and/or infringement by the Supplier of the Proprietary Rights.

11.4. Insofar as the Supplies or the documents and information related thereto contain the Supplier's or third parties' Proprietary Rights, the Supplier irrevocably, unconditionally and indefinitely transfers to ELANTAS all of the Supplier's or third parties' Proprietary Rights, which may be wholly or partially transferable and sublicensable, necessary for the contractually agreed use or for the normal use of the Supplies in an unlimited time and space.

11.5. Should the Supplier be unable to transfer the Proprietary Rights due to mandatory legal regulations, the Supplier grants ELANTAS all related rights of use and exploitation, including the right of publication, dissemination, reproduction and processing to the aforementioned extent, so that ELANTAS can use, exploit and process the Supplies in the contractually agreed manner as well as in accordance with normal usage. If the Supplier carries out the Supplies exclusively for ELANTAS, the Supplier shall grant ELANTAS the corresponding exclusive rights of use, exploitation and processing. The recognised rights of use and exploitation refer to all types of use and exploitation known and unknown at the time of delivery and allow ELANTAS in particular to transfer the Supplies to third parties.

11.6. The transfer or recognition of rights is included in the agreed remuneration.

11.7. ELANTAS is the sole owner of all Proprietary Rights to the products resulting from its activity on the Supplies (hereinafter referred to as **"Results of the Activity Performed"**). The Supplier undertakes to transfer without delay to ELANTAS, as soon as they have been identified, the Proprietary Rights to the Results of the Activity Performed that may be due to the Supplier without any separate remuneration. If the transfer of the Proprietary Rights on the Results of the Activity Performed is not possible due to mandatory legal regulations, the Supplier undertakes to immediately grant to ELANTAS, without any consideration and as soon as they are identified, all the rights of use and exploitation, which are totally or

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partially transferable and sublicensable, in an exclusive, irrevocable, and unconditional manner, unlimited in terms of content, time and space.

12. Liability, product liability, recall of non-conforming products

12.1. The Supplier is liable in accordance with the Italian law, unless otherwise provided in these General Terms and Conditions.

12.2. In the event that ELANTAS is held liable in the framework of product liability or manufacturer's liability, the Supplier undertakes to indemnify ELANTAS against such claims when and if the damage has been caused by a defect in the Supplies or by a breach of the Supplier's obligation to test the product. In cases of negligence, however, this applies only if the Supplier is at fault. If the cause of the damage falls within the Supplier's sphere of responsibility, it is up to said Supplier to prove that it is not at fault.

12.3. In the event that ELANTAS is held liable due to non-compliance with statutory safety requirements or in accordance with domestic or foreign regulations or standards on product liability for defective products or due to a violation of the obligation to monitor the product that is traceable to the goods of the Supplier, ELANTAS shall be entitled to obtain compensation from the Supplier for the damage to the extent that it is caused by the goods supplied by the Supplier.

12.4. The Supplier shall be liable for risk or damage prevention measures (e.g. recall of non-conforming products, customer service measures or other actions in this regard) implemented by ELANTAS, customers of ELANTAS or other third parties, insofar as such measures are due to a defect in the goods supplied by the Supplier or another non-compliance on the part of the Supplier.

12.5 The Supplier shall participate in an appropriate manner and in good faith in voluntary customer care initiatives or other actions in this regard promoted by ELANTAS, the customers of ELANTAS or other third parties.

13. Offsetting, retention

13.1. ELANTAS is entitled to offsetting and retention rights to the fullest extent permitted by law.

13.2 The Supplier's right to offsetting and retention is excluded unless such counterclaims have been undisputedly recognised or have been judicially definitively established or are part of a synallagmatic relationship with the rights of ELANTAS. The same applies in relation to the right of retention.

14. Bulk supply

If the Supplier is required to supply ELANTAS with raw materials in response to a call-off in accordance with a volume contract or framework agreement concluded with the Supplier (hereinafter referred to as "**Bulk Supply**"), the Supplier shall be obliged for a period of one (1) year, even after the end of the Bulk Supply, to inform ELANTAS of any imminent cessation of production or modification of the material supplied under the Bulk Supply.

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15. Insurance

The Supplier is obliged to arrange appropriate product liability insurance at its own expense with an adequate level of cover and to provide evidence thereof whenever requested by ELANTAS..

16. Confidentiality, retention of intellectual and industrial property rights

16.1. The Supplier undertakes to keep confidential all documents and information, in particular know-how and business secrets as well as commercial and technical details of which the Supplier has become aware in the course of the business relationship (hereinafter “**Confidential Information**”), not to disclose them to third parties without the authorisation of ELANTAS and not to use them for purposes other than those for which they were disclosed. The Supplier shall ensure that its employees and subcontractors are bound accordingly.

Excluded from this is information that (a) was clearly already known to the Supplier on the date of conclusion of the contract or was known to third parties after the conclusion of the contract, without there having been a breach of a confidentiality agreement, legal regulations, or provisions of the authorities (b) were already in the public domain at the date of the conclusion of the contract or became so at a later time insofar as this is not due to a breach of this contract, (c) were independently developed by the Supplier without access to the Confidential Information of ELANTAS, or (d) had to be disclosed in application of legal obligations or by order of a court or authority.

16.2. ELANTAS reserves all intellectual and industrial property rights related to patents, trademarks, designs, rights of use and copyright in relation to the samples, drawings, drafts, moulds, models, templates, calculations and other tangible and intangible information made available by it. They are to be used exclusively for goods and services provided to ELANTAS. The same applies to goods manufactured on the basis of such information.

16.3. The Supplier may only advertise the existing business relationship with the written consent of ELANTAS.

16.4. The obligations under this Article 16 shall remain in force after the expiration of the contract and the end of the business relationship, regardless of the manner in which the contract or the business relationship is terminated.

17. Prices, payment

17.1. The agreed prices are established in the order and represent the total price for the manufacture and delivery of the goods or services, including all ancillary services. These amounts are to be understood net of the statutory VAT in force on the date of delivery, where applicable. The supplier cannot increase the agreed price, unless accepted by ELANTAS Europe, through a proper revision of the order.

Stabilimento di Ascoli Piceno
Zona Industriale Campolungo 35
63100 Ascoli Piceno, Italia
Tel. +39 0736 3081
Fax +39 0736 402746

Stabilimento di Collecchio (PR)
Strada Antolini 1
43044 Collecchio (PR), Italia
Tel. +39 0521 304711
Fax +39 0521 804410

Stabilimento di Quattordio (AL)
Via San Martino 6
15028 Quattordio (AL), Italia
Tel. +39 0131 773870
Fax +39 0131 773875

Stabilimento di Trofarello (TO)
Via Rigolfo 73
10028 Trofarello (TO), Italia
Tel. +39 0131 773870
Fax +39 0131 773875

ELANTAS Europe srl

Strada Antolini 1, 43044 Collecchio (PR)
Tel. +39 0736 3081 Fax +39 0736 402746
CF: 10732750152 - PI 01356800449 - R.E.A. (PR) 254150
Capitale Sociale € 2.080.000,00 i.v. con unico socio
info.elantas.europe@altana.com www.elantas.com



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17.2. Payment are made within the terms established in the order, only under presentation of the regular and verifiable invoice and delivery of the goods. The place where payments and every performance of the buyer are settled is the one where ELANTAS Europe has its own plants

17.3. If the Supplier makes the delivery earlier than agreed and ELANTAS accepts it, the due date for payment and the commencement of the discount referred to in Clause 17.2. shall in any event commence no earlier than the originally agreed delivery date.

17.4. In the event that advance payments have been agreed, they only become due if ELANTAS has received a bank guarantee free of charge and for an indefinite period, on first demand and without the benefit of prior enforcement, from an authorised credit institution within the European Union for the amount of the advance payment (hereinafter the “**Advance Payment Guarantee**”), which must be returned after the due date of the last payment or the reimbursement of any amounts paid in excess.

17.5. For the purpose of timely payment due by ELANTAS it shall be sufficient that the corresponding transfer order is received at the bank of ELANTAS. Payments by ELANTAS do not imply acceptance of the delivery or acknowledgement of the conformity or timeliness of the payment or the Supply. The acceptance of the supply by the ELANTAS Europe is always under reservation; a missing notification of a reservations of recognized / recognizable defects of the goods does not mean acceptance under the articles 1491

17.6. For ELANTAS to be in default, without prejudice to other legal requirements, a reminder from the Supplier is required after the payment deadline has expired. In the event of delay in payment, ELANTAS, subject to formal notice of default, shall owe default interest on arrears at the statutory interest rate pursuant to Article 1284(1) of the Italian Civil Code.

18. Laws, standards

18.1. Upon delivery, the Supplies (including packaging) must comply in all respects with the statutory provisions in force at the place of performance as well as the relevant standards and guidelines issued by the authorities and trade associations. In particular, the Supplier shall ensure that the Supplies do not have any harmful environmental effects or present any other significant risks, disadvantages or nuisances for the environment and/or personnel of ELANTAS and that the Supplies are correctly labelled, if necessary, with regard to substances or preparations falling within the scope of the legal regulations on hazardous substances and that the CE safety data sheet issued to ELANTAS, if applicable, is complete and correct. Supplies must comply with CE marking regulations. The Supplier shall make the corresponding declaration of conformity available to ELANTAS without the need for a special request.

18.2. If, in specific situations, it is necessary to deviate from these requirements, the Supplier shall obtain the written consent of ELANTAS. The Supplier's warranty obligation is not limited by this consent.

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Strada Antolini 1
43044 Collecchio (PR), Italia
Tel. +39 0521 304711
Fax +39 0521 804410

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Via San Martino 6
15028 Quattordio (AL), Italia
Tel. +39 0131 773870
Fax +39 0131 773875

Stabilimento di Trofarello (TO)
Via Rigolfo 73
10028 Trofarello (TO), Italia
Tel. +39 0131 773870
Fax +39 0131 773875

ELANTAS Europe srl

Strada Antolini 1, 43044 Collecchio (PR)
Tel. +39 0736 3081 Fax +39 0736 402746
CF: 10732750152 - PI 01356800449 - R.E.A. (PR) 254150
Capitale Sociale € 2.080.000,00 i.v. con unico socio
info.elantas.europe@altana.com www.elantas.com



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18.3. If the Supplier has doubts about the type of performance required by ELANTAS or detects errors or inconsistencies in drawings, calculations or specifications or other requirements of ELANTAS, the Supplier shall promptly notify ELANTAS in writing.

19. Supply Compliance Requirements

19.1. In addition to complying with the requirements set forth in the agreements, specifically compliance with the product sheet, performance or technical specifications of the product, the Supplier also guarantees compliance with all applicable legal provisions concerning products, their manufacture and packaging.

19.2. In particular, the Supplier guarantees strict compliance with the following standards: Regulation (EC) No. 1907/2006 (REACH), Chemikalien-Verbotsverordnung (ChemVerbotsV [*Decree on the prohibition of marketing hazardous chemical products*]), EU Directive 2011/65/EU (RoHS - Restriction of Hazardous Substances), Regulation (EU) 2019/1021 on Persistent Organic Pollutants (POPs).

19.3. The goods supplied must be marketable worldwide. The Supplier shall ensure that its Supplies meet all relevant marketing requirements. In particular, the Supplier must also comply with the following US regulations: Toxic Substances Control Act (TSCA), Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65).

19.4. The Supplier undertakes to declare the conformity of the Supplies with legal regulations and to make available to ELANTAS, upon request, the corresponding information/declarations concerning such Supplies.

19.5. ELANTAS is subject to ethical and legal obligations towards its customers with regard to the sources of supply of raw materials (resources), especially those from conflict areas. The Supplier undertakes to communicate the sources of supply of resources from conflict areas and to transmit them also electronically. The Supplier undertakes vis-à-vis ELANTAS to ensure that this reporting obligation is also fulfilled by its subcontractors.

20. Export control regulations

20.1. ELANTAS has the right to exempt itself from fulfilling its contractual obligations if and to the extent that applicable national or international regulations governing economic transactions between different countries - in particular export control or customs regulations, including embargo provisions and sanctions lists - (hereinafter “**Applicable Export Control Regulations**”) prohibit or restrict their fulfilment.

20.2. In fulfilling its contractual obligations, the Supplier undertakes to comply with the Applicable Export Control Regulations. In particular, the Supplier shall obtain the necessary permits for the performance of its obligations where this is required under the Applicable Export Control Regulations.

20.3. The Supplier shall communicate in writing to ELANTAS as soon as possible - in any case no later than the date of delivery - all information and data ELANTAS needs to verify compliance with the Applicable

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CF: 10732750152 - PI 01356800449 - R.E.A. (PR) 254150
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Export Control Regulations and to be in conformity therewith. The Supplier shall separately inform ELANTAS in writing if the goods to be supplied come from a country (specifically, if they are produced there or exported from there) against which Italy, the European Union or the United States of America have imposed an embargo (this applies especially to Russia and Iran). This duty to inform shall be fulfilled without delay and exists even before entering into a contract with ELANTAS and continues until complete fulfilment of any obligation on the part of the Supplier.

20.4. The above-mentioned obligations and/or rights only apply if and insofar as they do not violate European law (see Regulation (EC) No. 2271/96 from 22 November 1996 on protection against the extraterritorial effects of the application of legislation adopted by a third country, and actions based thereon or resulting therefrom) and/or Italian law (see Legislative Decree No. 346/1998 from 26 August 1998, as amended).

21. Compliance

The Supplier undertakes to comply with the legal provisions applicable to it, in particular with regard to employee relations, environmental protection, workplace health and safety, data protection, antitrust as well as anti-corruption and anti-money laundering requirements. The supplier also commits to the principles of the UN Global Compact Initiative. These principles refer in particular to the international protection of human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of all forms of discrimination in recruitment and in the course of employment, environmental responsibility and the fight against corruption. More information on the UN-sponsored Global Compact initiative is available at www.unglobalcompact.org.

22. Administrative liability pursuant to legislative decree 231/01

22.1 Pursuant to and for the purposes of the Legislative Decree 231/01 and subsequent amendments and additions, the Supplier agrees, referring to the business relation with ELANTAS, to adhere strictly to the principles and values of the code of ethics of ELANTAS (hereinafter the “**Code of Ethics**”), accepting in full all the regulations contained therein, which it declares to know.

22.2 The Code of Ethics of ELANTAS can be accessed and downloaded from the website [https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2025/102-0A0-001_MOG231_-_Codice_Etico_EEU_Srl_-_EN.pdf] [Microsoft Word - 102-0A0-001_MOG231 - Codice Etico EEU Srl - EN rev06 300925.DOC](#)

22.3 Failure to comply with any regulation contained in the above mentioned Code of Ethics shall be considered a breach of the obligations arising from this contract and shall legitimate ELANTAS to consider the adoption of appropriate protective measures, including the termination of the contract by law and with immediate effect pursuant to art. 1456 of the Italian Civil Code, by simple written communication sent by registered letter with advice of receipt or certified electronic mail (P.E.C.), without prejudice to any other remedy provided by law, including the right to compensation for any damage suffered by ELANTAS. The Supplier undertakes to ensure that the parties operating on its behalf in the performance of this contract,

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Tel. +39 0131 773870
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observe the principles of Legislative Decree no. 231/01 and the regulations contained in the Code of Ethics of ELANTAS. ELANTAS shall at any time report to the relevant bodies, authorities and institutions, every disrespectful behaviour of the above-mentioned decree and the law in general.

23.Information security

23.1 The Supplier, including on behalf of its employees and collaborators howsoever employed, undertake to maintain the strictest confidentiality on the information concerning ELANTAS, no matter how learned, until the information to be kept confidential becomes of public knowledge for reasons other than non-compliance with this clause.

23.2 The Supplier acknowledges and accepts that ELANTAS has defined certain information security requirements to ensure the protection of the resources related to its organization which are accessible by suppliers. Since information can be put at risk by suppliers' careless handling (e.g. through inadequate checks on the security management of the information itself), ELANTAS identified some essential procedures and controls that shall be applied by suppliers to manage the access by them or their employees and/or collaborators to information processing facilities.

The Supplier undertakes to comply with all information security requirements specified in chapter 11 of the document "Supply Quality Requirements" available at the following link [<https://www.elantas.com/europe/about-us/quality-assurance.html>] [Quality Assurance | Elantas Europe GmbH & Elantas Europe Srl](#), which the Supplier declares to know and accept.

24.Privacy and whistleblowing

24.1 The Parties agree to process any personal data collected, exchanged, or otherwise processed in connection with this General Terms and Conditions in compliance with the applicable data protection laws, including Regulation (EU) 2016/679 (GDPR) and Legislative Decree 196/2003 (Italian Privacy Code).

24.2 The Supplier declares to well know and accept the privacy policy of ELANTAS, available at the following link [www.elantas.com/europe/transparency] [Transparency | ELANTAS Europe - Electrical Insulation Solutions](#)

24.3 The Supplier declares to well know and accept ELANTAS whistleblowing policy, included in the Code of Ethics, available at the following link [https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2025/102-0A0-001_MOG231_-_Codice_Etico_EEU_Srl_-_EN.pdf] [Microsoft Word - 102-0A0-001_MOG231 - Codice Etico EEU Srl - EN_rev06_300925.DOC](#)

25.Registration

The registration of the contract, if needed, is at Supplier's costs.

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26. Applicable law, competent court

The contractual relationship is exclusively regulated by Italian law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG). Trade terms must be interpreted in accordance with Incoterm 2020.

The exclusive place of jurisdiction for any dispute arising out of or in connection with this contractual relationship, if the Supplier is a natural or legal person acting within the scope of its business or professional activity, a legal person under public law or a public law entity with separate assets, is Parma. ELANTAS is also entitled to sue the Supplier at any other competent court.

27. Other

27.1. Should any of the provisions of these General Terms and Conditions be wholly or partially invalid and/or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.

27.2. Unless otherwise agreed by the parties, the place of performance for all Supplies shall be the delivery address or point of use requested by ELANTAS. The place of performance in the event of remedy of previous non-performance is the place where the relevant Supplies are located.

27.3. The contract language is Italian. Should the parties use multilingual documents drafted in other languages, the Italian language text shall prevail.

ELANTAS EUROPE S.R.L.

Date / The Supplier

Specific approval of Clauses

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read and specifically approved the following Articles of these General Terms and Conditions:

Art. 2.3 and 2.6 (conclusion of the contract); Art. 5.5 (delivery times, delays and force majeure); 6.3 (delivery, shipping and packaging); Art. 8.4 (quality management and control on receipt of goods); Art. 10.5 (warranty and liability for defects); Art. 11.5 (proprietary rights, rights of use and exploitation); Art. 12.3 (liability, product liability, recall of non-conforming products); 13.2 (offsetting, retention); Art. 17.6 (prices, payment); Art. 20.1 (export control regulations); Art. 22.3 (administrative liability pursuant to legislative decree 231/01); Art. 26 (applicable law, competent court); Art.27 (other)

Date/The Supplier

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