

GENERAL CONDITIONS OF PURCHASE

ELANTAS EUROPE S.r.l.

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1. ORDER FORM

The order is not binding on ELANTAS Europe, if it hasn't been duly issued in writing and signed by the authorized attorneys.

2. CONTRACTUAL PROPOSAL

In case ELANTAS Europe Srl does not receive a confirmation within 5 working days from the order receipt, all the terms and conditions of the order, as well as these general conditions of purchase, will be considered as accepted. ELANTAS Europe always reserves the right to withdraw the order without incurring in any costs and/or penalties.

3. ORDER CONFIRMATION

The order confirmation, which must be sent within 5 working days from the order receipt, must exactly correspond to the order; any discrepancy due to the unavoidable technical requirements of the supplier are binding for ELANTAS Europe only if acknowledged in an appropriate order revision of the order, issued as per clause 1.

4. DELIVERY TERMS

Delivery time is always essential (art. 1457 c.c.) for ELANTAS Europe, which can refuse the acceptance of the supply after the agreed deadline.

5. PLACE OF DELIVERY

Unless otherwise stated in writing, the place of delivery is that of the requesting plant among those of ELANTAS Europe.

6. PACKAGING COSTS

Packaging costs are at supplier expenses.

By way of example, but not exhaustive, the supplier guarantees that:

- the products have been stored, packaged and transported so that any damage, deterioration or accidental leakage is completely excluded. Precautions must be valid until the delivery of the product;
- all delivered materials must be labelled in compliance with environmental and safety standards;
- containers used for packaging or transport (including tankers) must be completely cleaned in order to avoid any contamination;
- national and international prescriptions for the transport of dangerous goods have been completely fulfilled;
- the means of transport used for the delivery of the products are in good condition.

7. PRICE OF THE SUPPLY

The price of the supply is that established in the order; the supplier cannot increase the agreed price, unless accepted by ELANTAS Europe, through a proper revision of the order. Payments are made within the terms established in the order, only under presentation of a regular invoice.

The invoices should mention the ELANTAS Europe order number, the material code, the delivery note number, the delivered quantity, the unit price, the total price, VAT.

The place where payments and every performance of the buyer are settled is the one where ELANTAS Europe has its own plants, that is Collecchio (PR), Ascoli Piceno and Quattordio (AL).

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8. DELIVERY DOCUMENTATION

ELANTAS Europe will accept the supply only if accompanied by fiscally compliant documentation mentioning the order number.

By way of example, but not exhaustive, the materials must always be accompanied by a regular transport document, with detailed indication of the order number assigned by ELANTAS Europe, material code and description, unit, quantity, number of packages, weight, production number or batch number, Supplier's data and origin of the goods.

The supplier has to apply all pertinent law and regulations in the country of origin, of shipping and of delivery, taking into consideration the most severe one, also in terms of environment, health and workers safety.

In case the ordered goods or services are subject to specific requirements about health and/or workers safety, the recyclability or environment protection etc, the supplier has to provide the documentation attesting the object, the method and the results of the test of the goods of services. The documentation has to be available for 10 years and has to be showed to ELANTAS Europe on its request.

9. TRANSFER OF PROPERTY

The transfer of property of the supply takes place at the delivery.

In case of down payments, the property is transferred according to the supply specification or when the goods/services are supplied.

10. ACCEPTANCE OF 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 or 1665 and following of the Civil Code.

11. INSPECTION AND TESTING

The inspection and/or testing of the supply will be conducted after the acceptance, as early as possible, by authorized technicians, according to the existing procedures in ELANTAS Europe.

12. QUANTITY OF THE SUPPLY AND RESPONSIBILITY FOR THE SURPLUS QUANTITIES

The Quantity of the supply must correspond exactly with the one defined in the order; the surplus supply remains at disposal of the supplier, who will care for collecting it back at his expenses as soon as possible. At ELANTAS Europe's discretion, the return of the exceeding quantity can be carriage paid.

In any case, the costs and the damages that such illicit behavior caused to ELANTAS Europe will be reimbursed by the supplier. The supplier expressly relieves ELANTAS Europe for any responsibility related to the custody.

13. GUARANTEE TERMS

The supplier guarantees that the supply corresponds exactly with what agreed in the contract and that the preparation of the same has been done in conformity with the more advanced production processes and complying with currently in force laws and regulations. The supplier guarantees that the supply complies with standards set a) by existing laws, b) by the state of knowledge on the subject, c) by the good faith and the commercial accuracy, in the field of work health and safety.

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Furthermore, the supplier guarantees that the safety documentation of the products is updated punctually and constantly. Moreover, he commits to inform promptly ELANTAS Europe about the possibility to use alternative products with a lower level of dangerousness.

The duration of the guarantee is one year from the inspection of the supply or from the completion of the testing, except for longer terms provided for the will of the parts, of the laws and of the regulations.

14. ORDER DISCREPANCIES OR DEFECTS OF THE SUPPLY

If, before or after the inspection or the testing, ELANTAS Europe discovers that the supply does not comply, totally or partially, with what has been agreed, ELANTAS Europe can unilaterally suspend payments, even if due to a different supply contract, attributing what is withheld first to interests, then to the compensation of the damage, lastly to the capital. Furthermore, it has the right to ask for the replacement of the supply, its repair, a reduction of the price or the cancellation of the contract, followed by the immediate collection of the same supply by the Supplier and the immediate reimbursement of the price, but increased by the interests calculated at the rate EURIBOR raised by 7 percentage points from the payment date of the balance, except for the compensation of the major damages. In urgent cases, defined by ELANTAS Europe by irrevocable decision, some repairs can be done by itself, and costs will be debited to the Supplier.

15. FORFEITURE TERMS

ELANTAS Europe can assert its rights by 90 days from the date of the defects' discovery. If a testing of the supply is provided for, the above-mentioned term starts once the testing operations are concluded. In case of a replacement of the supply, the forfeiture term starts from the date of inspection of the new supply.

16. PRESCRIPTION TERMS

Prescription terms start from the inspection date of the supply or from the completion date of the testing operations.

17. INDUSTRIAL PROPERTY

The supplier guarantees that the product / service does not infringe third parties right for patents or other industrial property. Anyway, the supplier will hold ELANTAS Europe harmless from any damaging consequence that can derive from legal claims of third parties, both for direct and indirect burdens.

The supplier commits not to make absolutely no reference, in his relationships with third parties, to the supplies made to ELANTAS Europe, except in case of its written authorization.

18. PREVALENCE OF THE GENERAL CONDITIONS OF PURCHASE

The present general conditions of purchase and the particular conditions contained in the order prevail any general condition of sale defined by the supplier or any other agreement.

19. NON TRANSFERABILITY OF THE CREDITS

Credits deriving from orders regulated by the present general conditions of purchase cannot be transferred.

The compensation and the application of the reserved domain right by the supplier are allowed only if claims are unquestioned.

The supplier will hold ELANTAS Europe unharmed from any burden deriving from the failed compliance with the present clause.

20. ADMINISTRATIVE LIABILITY PURSUANT TO LEGISLATIVE DECREE 231/01

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 Europe, to adhere strictly

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to the principles and values of the Code of Ethics of ELANTAS Europe, accepting in full all the regulations contained therein, which it declares to know.

The Code of Ethics of ELANTAS Europe can be read and downloaded from the website [https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2023/102-010-001_MOG231 - Codice Etico EEU Srl - EN.pdf](https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2023/102-010-001_MOG231_-_Codice_Etico_EEU_Srl_-_EN.pdf)

Failure to comply with any regulation contained in the said Code of Ethics will constitute non-compliance with the obligations arising from this contract and will legitimate ELANTAS Europe to consider the adoption of appropriate protective measures, including the termination of the contract of right and with immediate effect pursuant to art. 1456 cc, by simple written communication sent by fax, except in any case any other remedy under the law, including the right to compensation for any damage suffered by ELANTAS Europe. The supplier ensures that the parties operating on its behalf as part of this contract, observe the principles of Legislative Decree no. 231/01 and the regulations contained in the Code of Ethics of ELANTAS Europe. ELANTAS Europe may at any time report to the relevant bodies, authorities and institutions, every disrespectful behavior of the above-mentioned decree and the law in general.

21. INFORMATION SECURITY

The supplier, its employees and collaborators undertake to maintain the strictest confidentiality on information concerning ELANTAS Europe, no matter how learned, until the news become of public knowledge for reasons other than this clause.

ELANTAS Europe has defined certain information security requirements to ensure the protection of the accessible resources related to its organization. Since information can be put at risk by suppliers' careless handling, ELANTAS Europe identified some essential controls that shall be applied to manage suppliers' access to information.

All information security requirements can be read in our Quality Assurance Agreement, chapter 11.

22. PRIVACY AND WHISTLEBLOWING

For our privacy policy, please visit the following link www.elantas.com/europe/transparency

For our Whistleblowing policy, please visit our Ethic Code link

[https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2023/102-010-001_MOG231 - Codice Etico EEU Srl - EN.pdf](https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2023/102-010-001_MOG231_-_Codice_Etico_EEU_Srl_-_EN.pdf)

23. REGISTRATION

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

24. LAW AND COMPETENT COURT

The present general conditions and the contract they refer to are regulated by the Italian law. The Court of Parma will have exclusive jurisdiction over any controversy arising from interpretation or application of the present general conditions of purchase and the particular conditions contained in the order.

Collecchio, date

ELANTAS Europe Srl

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THE SUPPLIER

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SPECIFICALLY THE FOLLOWING CLAUSES ARE APPROVED ACCORDING TO ARTICLES 1341 AND 1342 OF THE CIVIL CODE :

7) Price of the supply; 10) Acceptance of the supply; 11) Inspection and testing; 12) Quantity of the supply and responsibility in case of surplus quantities; 13) Guarantee terms; 14) Discrepancies with the order or defects of the supply; 15) Forfeiture terms; 18) Prevalence of the general conditions of purchase; 20) Administrative Liability pursuant to Legislative Decree 231/01; 24) Competent court.

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