

GENERAL CONDITIONS OF PURCHASE

Rev. 01 - 01 July 2024

Art. 1. SCOPE OF THE GENERAL CONDITIONS OF PURCHASE

1.1. The present general conditions of purchase (hereinafter the "GCP") shall apply to all the supplies of goods and/or services that will be made by the supplier (hereinafter the "Supplier") to Colorobbia Italia S.p.a. (hereinafter "Colorobbia" or, alternatively, the "Purchaser"). The GCP, together with the description of the goods and/or services and the related technical specifications, if any, contained in the Supplier's offer and together with the purchase order (hereinafter the "PO") issued by the Purchaser, jointly constitute the contract (hereinafter the "Contract") that shall govern the purchase, by the Purchaser, of the Supplier's goods and/or services.

1.2. The present GCP shall prevail on the general conditions of sale, if any, of the Supplier and on any provision unilaterally drawn up by the latter, inserted in the offer or in any other document.

1.3. Any derogation to the GCP will be valid and effective only if specifically approved in writing by Colorobbia.

1.4. In the event a specific purchase agreement is entered into between the Supplier and the Purchaser, the GCP shall govern all the matters not covered or regulated by such specific contract.

1.5. The establishment and the execution of a business relationship between the Supplier and the Purchaser in no case imply the creation between them of a joint venture, a partnership or other form of business association. The Supplier and the Purchaser act as independent contractors; therefore, the Supplier is not entitled to bind the Purchaser in any way towards third parties. In addition, the Supplier shall bear the risk and the liability for the direction of the personnel and the organization of the means employed for carrying out the supply requested by the Purchaser.

Art. 2. EXECUTION OF THE CONTRACT- PURCHASE ORDERS

2.1. The PO issued by the Purchaser can be:

- closed (hereinafter "Closed PO") if it's referred to a single purchase of goods and/or services or
- open (hereinafter "Open PO") if it's referred to multiple purchases of goods and/or services to be made within a timeframe specified in the Open PO.

2.2. The Contract between the Parties related to the supply of the goods and/or services specified in the PO shall be deemed entered into upon receipt, by the Purchaser, of written acceptance of PO from the Supplier, through the signature for acceptance of PO or through the sending of an order confirmation. Such written confirmation shall be made by the Supplier within three days from the receipt of the PO. In case of failure, by the Supplier, to accept a PO in writing within such term, the Purchaser shall be entitled to revoke/annul the relevant PO.

2.3. The acceptance of PO by the Supplier, in writing or by *facta concludentia* (execution of the PO) implies the full and unconditional acceptance of the CGP.

2.4. Any variation, by the Supplier, to PO is valid and effective only in case of its express approval in writing by the Purchaser. The Purchaser reserves the right to modify the PO accepted by the Supplier but not still completely executed without any right for the Supplier to indemnification or compensation of any kind.

2.5. The Purchaser shall purchase a minimum yearly and/or monthly quantity only if it's expressly agreed on in writing between the Parties.

Art. 3. DELIVERY

3.1. The ordered goods shall be delivered within the time and according to the delivery term (as per Incoterms in force at the date of delivery) specified in the PO. Any variation to the delivery term and/or to the lead time resulting from the PO is valid and effective only if agreed on between the Parties in writing. In the same way, the services, if any, to be provided by the Supplier shall be executed and completed within the time set forth in the PO. In any case, the Purchaser shall be entitled, upon simple written notice to the Supplier, to modify the dates of delivery of the goods and of supply of the services specified in the PO.

3.2. Partial or advanced deliveries of goods or supplies of the services are allowed only if they are expressly provided in the PO or expressly accepted in writing by the Purchaser. In case of failure of such express provision or acceptance, the Purchaser shall be entitled to return to the Supplier, at Supplier's costs, expenses and risks, any good delivered in advance of the delivery date or partially delivered or, alternatively, to charge to the Supplier the relevant storage's costs and any other cost or expense deriving from or relating to the partial delivery or to the delivery of the goods in advance of the delivery date. The Purchaser shall be entitled to settle such costs and expenses with the payments still due to the Supplier. It remains understood that, even if the Purchaser doesn't return to the Supplier the goods or services that have been delivered partially or in advance without previous agreement or acceptance, the originally agreed terms of payment shall remain unvaried and the Supplier is not entitled to request any payment as a consequence of the partial or advanced delivery made.

3.3. Together with the goods, the Supplier shall provide the Purchaser with all certificates, declarations, documents and instructions for the proper and safe use of the goods and, if applicable, for their maintenance, that may be requested by the Purchaser and specified in the Contract and/or that are prescribed by the Italian and European Union laws and regulations (included, by way of an example and to the extent it's applicable to the goods, technical data sheets, material safety data sheets, EC certificate of conformity, user and maintenance manual, analysis certificate, quality

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certificate, long-term declarations). Besides, the Supplier shall, insofar as applicable, issue the declaration of preferential origin of the supplied goods and shall provide the Purchaser with the information, certificates and similar documents that the latter may require for being in compliance with its obligations regarding conflict minerals and metals. In case of failure, by the Supplier, to provide any of the necessary documents above, the Purchaser shall have the right to suspend the payment still due for the supply up to the delivery of such documents, without right for the Supplier to make claims of any kind deriving from such suspension. In the event that the Supplier doesn't provide the documents within three days as from the request in writing by the Purchaser, the latter shall be entitled to earlier terminate the Contract, to definitively detain the amount still due to the Supplier and to request the reimbursement of the difference between the amount paid up to the termination date and the value of the goods and/or services supplied at the termination date (and delivered, according to Purchaser's request as per art. 9.3. below, after the termination), without prejudice for the Purchaser's right to compensation of the damages suffered by reason of the earlier termination.

The Supplier is due to proper and confidential storage of any and all documents related to the business relationship with the Purchaser as well as of any document supplied by the Purchaser in the execution and/or for the purpose of execution of the obligations deriving from the Contract.

3.4. The lead time specified in the PO shall be deemed as binding and essential for the Purchaser. Therefore, the agreed time of delivery of goods and/or of execution and completion of the services, can be delayed only in case of Force Majeure event (as defined below), subject to detailed notice in writing by the Supplier. The delay deriving from the corresponding delay in the delivery by the Supplier's sub-contractors or sub-suppliers in no case can be deemed as Force Majeure event.

3.5. In the event of delay in the delivery of goods and/or in the execution and completion of the services, the Purchaser will have right to liquidated damages equal to 0,5% (zero point five percent) of the price of the delayed goods and/or services for each day of delay, without prejudice of the Purchaser's right to claim further direct, indirect and consequential damages. The maximum aggregate amount of liquidated damages under this clause shall not exceed 10% (ten percent) of the value of delayed goods and/or services.

This provision is without prejudice of the Purchaser's right to terminate the Contract and to claim damages of any kind (included, but not limited to, loss of business, loss of profit, production downtime, reputational damage) in the event the delay is higher than 20 (twenty) days as from the agreed date of delivery of goods or of supply of the services. In such event, the damage cannot be lower than the amount that results from the application of the above said daily liquidated damages calculated up to the date of delivery of goods by a third supplier or up to the date of completion of the service by a third provider, without prejudice for any further damage.

The Purchaser is entitled to offset any amount due to it for the delay in the delivery (liquidated damages and further damages, if any) with the amount due to the Supplier for the supply of goods and/or services.

3.6. Without prejudice of the provision of clauses 3.4. and 3.5. above, the Supplier, in case that it foresees a delay in the delivery in respect to the agreed time stated in the PO, shall immediately inform the Purchaser about the reasons of the delay and about the new expected delivery date.

Art. 4. QUANTITIES

4.1. The Supplier shall deliver the goods in the quantities specified in the PO. To the utmost extent permitted by law, the purchasing forecasts, if any, provided by the Purchaser are merely indicative and not binding. Therefore, the Purchaser shall not be liable for any action undertaken by the Supplier on the basis of such forecasts.

4.2. The Purchaser shall notify the Supplier in writing any quantitative discrepancy, by excess or by default. In the event the delivered quantity is less than the ordered one, the Supplier shall provide, at its care and expenses, to integrate the lacking quantity, without prejudice for the Purchaser's right to make claims for any direct and or indirect damage (included, but not limited to, loss of profit, loss of business, delay or shutdown of production); instead, in case of delivery, by the Supplier, of quantities in excess of those ordered, the Purchaser shall be entitled, at its discretion, to:

- accept the delivered quantities, regardless of the differences; or
- return to the Supplier, at Supplier's costs, expenses and risks, the goods delivered in excess. In this case, the Purchaser shall be entitled to settle such costs and expenses with the payments still due to the Supplier.

This provision shall also apply in the event of delivery of goods that have not been ordered.

Art. 5. TRANSFER OF TITLE AND RISKS

5.1. The risks related to the goods being supplied shall pass to the Purchaser according to the agreed term of delivery.

5.2. The title of goods shall pass to the Purchaser upon their delivery pursuant to the term of delivery agreed on between the Parties as per Incoterms in force at the date of delivery.

Art. 6. PACKAGING

6.1. The Supplier shall supply the goods with an adequate and suitable packaging taking into account the nature of the goods, and such as to protect them against, by way of an example, weather conditions, corrosion, loading, unloading and accidents, storage conditions, vibration and shocks, risks of dispersion, contamination etc.

6.2. The packaging shall be equipped with appropriate marks and labels pursuant to the applicable Italian and European laws, and shall specify the adoption, if necessary, of special precautions during unloading.

6.3. In case a special packaging is required to the Supplier, the latter shall comply with any specification provided by the Purchaser.

6.4. The Supplier shall be liable for all the expenses and/or damages incurred by the Purchaser due to deficiencies in the packaging or in the shipping.

Art. 7. QUALITY OF GOODS/SERVICES AND WARRANTY

7.1. The Supplier guarantees that:

- the supplied goods are free from flaws and defects and of the best quality, correspond to the provisions of PO and to the technical specifications, if any, provided by the Supplier and previously approved by the Purchaser, are compliant with the applicable laws and regulations and are suitable for the intended use;

- the supplied goods, to the extent this provision is applicable, have been carefully tested and certified by the Supplier prior the delivery based on the provisions of PO and of the relevant technical specifications;
- the provided services comply with what is set forth in the PO, are carried out in a workmanlike manner, with the utmost diligence and in accordance with the best practice, are rendered in the full and strict compliance with any applicable laws and regulations and by skilled, qualified and experienced personnel;
- the supplied goods and/or services don't breach third parties' rights, included the intellectual property rights of third parties;
- it owns all the necessary licenses, authorizations and permits for the supply of the goods and/or of the services under the Contract;
- it strictly complies with the applicable labor, social security, health and safety laws in respect of the personnel used in the execution of the Contract and duly fulfills all the obligation deriving from the applicable laws and collective agreements;
- to the extent that the personnel of the Supplier shall carry out any activity at the Purchaser's premises, such personnel shall be exclusively subject to the directives and to the directional and organizational power of the Supplier, which shall be responsible to previously transmit to such personnel the Purchaser disclosure of the health and safety risks present in its premises and to ensure that its personnel is duly instructed and trained for the activity to be performed and complies with the Purchaser rules and policy for the access to its premises by external visitors.

7.2. The Supplier shall carry out any necessary and appropriate check and control of the goods before their shipment. In any case, the Supplier shall allow the Purchaser or the representatives appointed by the latter to access to its premises during the production of the goods and to carry out inspections for the purpose of verifying the regular performance of the supply, providing the Purchaser with any information and/or assistance, included any detailed information on the risks present in the Supplier's warehouse and on the prevention and safety measures adopted in such site (rules of conduct for external visitors, safety procedures in case of emergency, dangerous areas, restricted areas, etc.). Any inspection by the Purchaser according to this clause shall not imply the acceptance of the goods, shall not limit the Supplier liability and shall not reduce the Purchaser's rights. In the same way, the unconditional receipt of the goods and/or of the services by the Purchaser shall not constitute definitive acceptance of such goods and/or services.

7.3. The warranty provided in clause 7.1. above with regard to the quality and conformity of the supplied and/or the rendered services is granted for a period of 12 (twelve) months from:

- for the supplied goods, the date of receipt of goods at the Purchaser's warehouse or the date of delivery of the relevant documents as per clause 3.3. above (whichever is the later) or, in case of goods to be tested after their installation, from the date of successful completion of the test or the date of delivery of the relevant documents as per clause 3.3. above (whichever is the later);
- for the supplied services, from their full completion or the date of delivery of the relevant documents as per clause 3.3. above (whichever is the later).

7.4. At any time from the receipt of the supplied goods and for the term of the warranty period, the Purchaser shall inform in writing the Supplier of any defect, malfunctioning and/or no-conformity of the supplied goods or services within 15 (fifteen) days from the discovery, which the Supplier shall remedy to by replacing or repairing the defective or non-compliant goods or by taking any action for rectifying the deficiency or the incorrectness of the services rendered, unless the Purchaser requires the reimbursement of the price paid for the defective or faulty supply. The return, if any, of the goods to the Supplier will be made at Supplier's own costs, expenses and risk. The goods replaced or repaired shall be warranted by the Supplier for a period of 12 (twelve) months from the day in which the replacement or repair has been positively completed to the satisfaction of the Purchaser. This provision is without prejudice of any other right for the Purchaser deriving from the Contract and/or from the applicable laws.

7.5. The Supplier shall indemnify and hold the Purchaser harmless from any action, objection, dispute and claim, also with regard to third parties, as well as from any damage, cost and expenses deriving from the breach of the warranty provided in this clause 7, included any claim deriving from the applicable laws on health and safety on work and any payment that may be requested to the Purchaser, also jointly or severally, for wages, withholding taxes, social security contributions, premiums, sanctions (criminal, administrative, fiscal or of other nature) relating to the personnel employed by the Supplier for the supply of services or to the personnel of the Supplier's subcontractors and/or for and physical and moral damages suffered by such personnel.

ART. 8. PRICE FOR THE SUPPLY- PAYMENT

8.1. The price for the goods and/or the services to be supplied by the Supplier is stated in the PO and is fixed and invariable for the term of the Contract. Any change of the price, even if due to variations, requested by the Purchaser, to the scope of supply, must be previously approved in writing by the latter.

8.2. Unless otherwise expressly specified in the relevant PO, the expenses for packaging, transport, shipping, insurance and delivery, as well as any tax charge relating to the supply shall be borne by the Supplier, with the sole exception for the taxes and duties that, according to the applicable Italian and/or EU laws and regulations, shall be borne by the Purchaser.

8.3 The payment of the price for the goods and/or the services shall be made within the term stated in the PO by bank transfer to the bank account specified in the invoice, unless agreed otherwise in specific case. Notwithstanding so, the Purchaser shall have right to suspend the payment in the event of pending complaints as well as in the event of breach, by the Supplier, to any of its obligations hereunder.

8.4. The invoices shall always refer to the PO. In addition to the mandatory indication under applicable laws, each invoice shall indicate in detail:

- the date and the number of PO to which the relevant invoice is referred to and the packing list;
- the price for the supply and the applicable VAT, if any, except for the cases in which the exemption from VAT is provided under applicable tax laws; in such cases, a substitute written declaration with the VAT Code and Tax Code shall be sent to the Purchaser;
- the details of the bank account to which the price for the supply shall be wired; and
- the date and the number of the Transport Document (DDT).

In case of failure to insert in detail any of the above elements, the invoices shall be returned to the Supplier to be completed and the relevant payment shall be suspended until receipt of the duly completed invoice.

Art. 9. TERMINATION OF THE CONTRACT-WITHDRAWAL

9.1. In addition to the cases of earlier termination provided in the other provisions of the present GCP, the Purchaser will have the right to terminate the Contract with immediate effect and with no right for the Supplier to make claims for any reason whatsoever against the Purchaser in the event that:

- a) the delay in the delivery of the goods or in the execution and completion of the services exceeds the agreed date by 20 (twenty) days;
- b) the Supplier breaches one or more of its obligations under clause 3 and/or 7 and/or 11 and/or 12 and/or 15 and/or 18 of GCP.
- c) the Supplier assigns or attempts to assign the Contract to third parties without the previous Purchaser's written consent;
- d) a change in the ownership or in the control of the Supplier or any other corporate variation or restructuring occurs;
- e) there is a worsening of the Supplier's financial situation or any other event occurs that may prevent or delay the Supplier's execution of the Contract;
- f) the Supplier is subject to an insolvency proceeding, is placed in voluntary liquidation or recurses to judicial or extra-judicial instruments for managing the companies crisis.

The Purchaser that intends to terminate the Contract shall give notice in writing to the Supplier, specifying the reason of termination.

9.2. Besides, the Purchaser shall be entitled to withdraw from the Contract related to an Open PO at any time and under its sole discretion, by providing the Supplier with a prior written notice of at least 30 days. In such event, the Supplier shall only receive the price for the goods and services supplied until the effective date of the withdrawal.

9.3. In case of termination of the Contract according to clause 9.1. or 9.2. above, the Supplier shall cooperate with the Purchaser for the purpose to orderly transfer the activities to the other supplier. The Purchaser shall have the right to decide, at its discretion, whether or not to request the delivery of the goods ordered before the termination of the Contract and not yet delivered at the termination date, giving notice in writing to the Supplier. The Purchaser shall be in any case entitled to definitively detain the amount still due to the Supplier for the supply of goods and/or services and to request the reimbursement of the difference between the amount paid up to the termination date and the value of the goods and/or services supplied at the termination date and, if requested by the Purchaser, delivered after the termination date, without prejudice for the compensation of the damages suffered by the Purchaser by reason of the earlier termination.

Besides, upon termination of the Contract, the Supplier shall promptly return to the Purchaser any document provided by the latter for the purpose of allowing the Supplier to execute the Contract.

Art. 10. FORCE MAJEURE

10.1. Each Party is relieved from any liability for breach of the Contract in case that it's impeded to fulfilling one or more of its obligations hereunder by reason of force majeure event.

10.2. For the purpose of this clause, "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its obligations, provided that the affected party proves that the impediment is beyond its reasonable control, that it could not reasonably have been foreseen at the time of the conclusion of the Contract and that its effects could not reasonably have been avoided or overcome.

The affected Party shall give notice of Force Majeure event without delay to the other Party.

10.3. In the event that the Force Majeure event continues for more than 30 (thirty) consecutive days, the Purchaser shall have the right to terminate the Contract, giving notice in writing to the Supplier, without any right for the latter to make claims of any kind and for any reason deriving from the termination of the Contract.

Art. 11. INSURANCE

11.1. The Supplier shall enter into and maintain at its own expenses for the entire term of the Contract and for an additional period of 2 (two) years starting from the delivery date of the goods or the completion of the supply of the services in favour of the Purchaser, in addition to the insurance coverage that is mandatory by law, a third party liability insurance policy as well as a product liability policy, each of them for an appropriate amount suitable to cover any possible claim, action and proceeding relating to or deriving from the supply of the goods and services under the Contract.

11.2. Upon Purchaser's written request, the Supplier shall deliver a copy of such insurance policies.

11.3. The existence and the maintenance of such insurance coverage shall not limit, modify or replace the Supplier's obligations hereunder, included the Supplier's indemnification obligations towards the Purchaser and/or third parties.

Art. 12. ASSIGNMENT OF THE CONTRACT

12.1. The Supplier cannot assign the Contract or the total or partial execution of the Contract to a third party without the previous written consent of the Purchaser. In the same way, unless otherwise agreed on between the Parties, the assignment of credit deriving from the Contract is not allowed.

The Supplier that makes use of sub-suppliers or sub-contractors shall remain exclusive liable toward the Purchaser for any breach by such persons to their legal and/or contractual obligations.

The Supplier authorized to assign the Contract shall guarantee the proper and timely fulfillment, by the assignee, of the obligations assumed with the assignment of the Contract.

12.2. The Purchaser is entitled to assign the Contract, without need for Supplier's consent, to any company belonging to Colorobbia Group.

Art. 13. NOTICES

The official notices addressed to the Purchaser shall be sent by certified electronic mail to the address: colorobbiaitaliaspa@legamail.it or by registered letter/courier to the address: Via Pietramarina n. 123, 50059 Sovigliana-Vinci (Florence).

The notices related to the operative management of the supplies of goods and/or services shall be sent by e-mail, to the address that will be specified by the Purchaser.

Art. 14. PROCESSING OF PERSONAL DATA

The contact personal data, mutually exchanged or collected by the Parties in the course of the conclusion and execution of the supply relationship (hereinafter the "Contact Data") shall be processed by them in full compliance with the principles and the provisions set forth in the EU Regulation 679/2016 ("GDPR") and according to the laws and regulations in force.

The Parties ensure that the Contact Data will be processed by means of manual, IT and telematic tools, exclusively for the purposes related to the fulfillment of the obligations provided for by the law and connected to the establishment and management of the supply relationship and, in any case, in a such way as to guarantee the confidentiality of the same.

With regard to the Purchaser, the Contact Data will be processed in Italy and/or in Europe and may be disclosed to advisors and to persons authorized to the processing of data.

Contact Data may be disclosed to any third party that provides the Purchaser with the services and instrumental services for the aforementioned purposes such as, by way of example, controlling, controlled, subsidiaries, and/or affiliated companies of the Purchaser, individuals, bodies and/or companies involved in managing and/or participating in the management and/or maintenance of the electronic and/or telematic tools used, which, where designed as External Data Processors, are obliged to ensure the same level of protection as to the Contact Data as provided by this Agreement. The data will not be further communicated or disclosed to third parties except for the aforementioned cases.

The Parties may exercise the rights referred to in articles 15,16,17,18,20,21 of the GDPR.

Requests for exercising the rights may be sent, if addressed to Colorobbia, by sending an e-mail to the address: privacy@colorobbiaitalia.com

Colorobbia, as Controller, has appointed a Data Protection Officer (DPO) pursuant art. 37 of GDPR, that may be contacted, for the issues related to data processing, at the following address: dpo@colorobbia.it

Art. 15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

15.1. The Supplier shall be the exclusive owner or shall have the lawful right to use, on the basis of a lawful title, the intellectual property rights for producing and marketing the goods to be supplied to the Purchaser and for carrying out the services to be rendered to the latter. The Supplier, by signing the GCP, confirms that its intellectual property rights are fully valid and effective and that the supply of the goods and/or of the services doesn't breach any third parties' right.

15.2. The provision or disclosure, by the Purchaser, of information, technologies and/or know how (by way of an example, provision of drawings, lay-out, technical specifications, samples), for the purpose to allow the Supplier to execute the Contract in no case implies a transfer or license for the use of them. Therefore, they shall remain, as well as any Purchaser's trademark, brand name and logo, in the exclusive property of the Purchaser and no right shall arise in favour of the Supplier. Such information, technologies and know how shall constitute confidential information for the purpose of clauses 15.4 and following.

15.3. Any invention, improvement or development of the industrial or intellectual property achieved or developed as a result of the commercial relationship between the Parties will belong to the Purchaser.

15.4. The Supplier undertakes not to, directly or indirectly, register or allow its officers, directors, employees, advisors and consultant to register trademarks, brand names, and/or other distinguishing marks that are the same or similar or likely to be confused with the trademarks, the brand names, the logos and/or the distinctive signs of the Purchaser and/or of its Affiliates.

Any data, document, in any format, and information related to and/or belonging to the Purchaser and/or to its Affiliates, that is not into public domain because it's not accessible to the public through official sources or channels, shall be deemed and treated as "Confidential Information". By way of an example, Confidential Information includes data, documents and information related to the business relation between the Parties, included the terms and conditions of purchase, the Purchaser's products and productions processes, samples, formulas, technical data sheets, chemical-physical analysis, plants, equipment, machineries, instruments and prototypes designs, drawings, lay-out, industrial and trade secrets, business and marketing activities, financial and economic data, forecasts, development plans, analysis, strategies, know how, technologies, methods, regardless of Confidential Information is disclosed orally, in writing, through demonstration or in any other form.

15.5. The Supplier shall not disclose Confidential Information to third parties without the Purchaser's prior written consent, shall not use such Information, either directly or indirectly, on its own behalf or on behalf of third parties, for any purpose different from the performance of the Contract and shall transmit Confidential Information only to its Affiliates (any natural person or body corporate, however constituted, by which the Supplier is controlled or it controls, either directly or indirectly, and any other legal entities controlled by any natural person or body corporate by which the Supplier is controlled), directors, executives, employees, consultants, collaborators or sub-contractors (hereinafter collectively referred to as the "Representatives") - with whom the Supplier shall be jointly and severally liable in the event of the breach of confidentiality obligation - if and to the extent they need to know such information for the purpose of executing the Contract, and only after such Representatives have agreed in writing to be bound by the obligations of confidentiality under terms substantially similar to this clause 15. The Supplier shall retain within its premises any tangible form of Confidential Information supplied by the Purchaser and shall adopt any measure deemed necessary to prevent any loss or any unauthorized access to Confidential Information by any person different from the Representatives. In case the Purchaser makes available to the Supplier samples of products or chemical compositions or formulations (hereinafter referred to as the "Materials"), the latter shall not, without the Purchaser's prior written consent, make any alteration to such Materials, shall not analyse and reverse engineer them or require any third party to do so and shall not transfer or otherwise dispose of the Materials and/or allow third parties to have access to the Materials.

In case of breach of such confidentiality obligations, the Supplier will be responsible, both on penal and civil terms, for all contractual or non contractual damages, that such no compliance may cause to the Purchaser or to third parties.

15.6. Any tangible form of Confidential Information shall be immediately, upon Purchaser's request, returned to the latter.

15.7. The confidentiality obligation will remain in force until the confidential information becomes of public domain for a cause different from the breach of this clause. In any case, if the Supplier believes that confidential information has been made public, it shall continue to comply with the confidentiality obligation unless the information results accessible to the general public through official sources or channel or unless the Purchaser declares in writing that the information has become of public domain.

Art. 16. APPLICABLE LAW AND COMPETENT JURISDICTION

16.1. The GCP and the Contract(s) that will be entered into between the Parties will be governed by the Italian laws.

16.2. Any dispute related to the interpretation, fulfillment, execution of the GCP and/or of the Contract(s) between the Parties shall be submitted to the exclusive jurisdiction of the Court of Florence (Italy).

Art. 17. GENERAL PROVISIONS

17.1. In the event that one or more of the provisions of GCP is or are declared invalid, the remaining provisions will maintain their full validity and effectiveness.

17.2. The delay or the failure, by the Purchaser, in exercising any right or power arising from the GCP and/or from the Contract doesn't constitute a waiver to such right or power. In the same way, the partial exercise of such right or power doesn't affect any further or following exercise of the same or the exercise of any other right or power deriving from the present agreement.

Art. 18. COMPLIANCE WITH LAWS, WITH IMPORT/EXPORT CONTROL AND WITH BUSINESS ETHICS

18.1. The Supplier shall comply and ensure that all its officers, employees, agents or collaborators comply with the laws, the rules and the regulations applicable to the business relationship established between the Parties included, by way of an example, all those related to the products export control and foreign trade control, the non-proliferation, the commercial sanctions, the anti-terrorism, the anti-money laundering as well as the regulations related to human rights, to human trafficking, to child labour and to the slavery, comply with the international laws regarding labour, the environment protection and the sustainable growth.

The Supplier declares and guarantees that the Supplier itself and, to the best of its knowledge, its officers, directors and employees are not included in any black list, in any list of persons subject to restrictive measures and/or to international sanctions and in any other similar lists introduced in Italy, in the European Union and/or in U.S. or established by international organizations. Likewise, the Supplier declares and guarantees that the Supplier itself and, to the best of its knowledge, its officers, directors and employees are not subject to investigations, prosecutions and/or any other action for breach of the laws, rules and regulations related to, without limitation, international sanctions, export control, anti-money laundering, anti-bribery, terrorism financing, human rights. The Supplier, in the event that acquires knowledge about such investigations, prosecutions or actions, must immediately inform the Purchaser.

18.2. In the same way, the Supplier shall comply with any applicable law, regulation, directive of any authority, governmental entity and any other national and international institution relating to practices of corruptive nature, including, rules concerning illegal payments or offers or promises of money or other benefits to public officials or persons in charge of public services for the performance of their duties or powers. Therefore, the Supplier shall, and shall procure that its officers, directors, employees, contractors or consultants shall, not: a) offer, make or authorize any contribution, payment or gift or other benefits to public officials or persons in charge of public services officials, employees or agents of any authority, governmental entity, and any other national and international institution; (b) make any contribution, of any nature, to any candidate to a public office. In the same way, the Supplier, its officers, directors and employees, must refrain from offering, giving, demanding, providing or receiving any gift, payment, gratuity or benefits of any kind to any officer, director, employee of the Purchaser as well as to carry out any action constituting an inducement to obtain a Contract.

18.3. The Supplier shall comply and shall procure that all its officers, directors, employees, agents, contractors, collaborators and consultant comply with the principles of the Code of Ethics provided by the Purchaser, available at the web site <https://www.colorobbia.com/en/affiliates/colorobbia-italia/> and shall implement all the necessary measures for avoiding conducts contrary to such Code of Ethics.

18.4. The breach of this provision shall entitle the Purchaser to immediately terminate the Contract according to clause 9.1. above.

Art. 19. ADVERTISING

19.1 The Supplier shall not, save with the prior written consent of the Purchaser, advertise or disclose in any way the entering into of an agreement with the Purchaser, or use the trademarks, brand names and/or logos of Colorobbia in its advertising or promotional materials.

THE SUPPLIER

Date, stamp and signature

According to artt. 1341 and 1342 Italian Civil Code, the Supplier expressly approves in writing the following clauses:

1.2. (prevalence of GCP); 1.3. (written approval of derogation to GCP); 2.2. (execution of the Contract); 2.3. (full acceptance of GCP); 2.4. (written approval for PO's variation); 3.1. (right to change the delivery time- derogation to art. 1510 c. 2, Italian Civil Code); 3.2. (not-authorized advanced delivery); 3.3. (earlier termination for failure to provide the documents); 3.4. (binding lead time); 3.5. (liquidated damages for the delay); 4.2. (set-off return expenses); 5.2. (title of the goods); 6.4. (liability for insufficient packaging); 7.1. (Supplier's guarantee); 7.2. (no unconditional acceptance

of goods and services); 7.3. (term of warranty); 7.4. (remedies for defects/no-conformity); 7.5. (Supplier's indemnification obligation); 8.1. (fixed price); 8.2. (expenses at Supplier's charge) 8.3. (right to suspend payment); 9.1. (earlier termination); 9.2. (withdrawal from the Contract); 10.3. (termination of the Contract due to a Force Majeure); 11.1. (insurance coverage); 12 (assignment of the Contract and liability for sub-suppliers/sub-contractors); 14 (processing of personal data); 15.1. (no breach of third parties' rights); 15.2. (no right or license); 15.3. (ownership of inventions); 15.5. (confidentiality obligation); 15.7. (term of confidentiality obligation); 16.1. (applicable laws); 16.2. (competent jurisdiction); 17 (general provisions); 18 (compliance with laws).

THE SUPPLIER

Date, stamp and signature