

## GENERAL PURCHASE CONDITIONS

Rev.1 - February 2024

General conditions of the purchase contract

The General Conditions reported below have been read and approved by the parties to the contract and are an integral part of the Order.

The contract, signed between the parties indicated in the Order, is integrated by these General Contract Conditions, by means of which the parties agree and stipulate the following:

### 1) Introduction

This document contains the General Conditions which govern all Purchase Orders issued by Bombardieri Spa as Buyer to the Supplier and concerning Products, Material and/or Services and bind the parties within the limits of their applicability to the object of the Supply, except as expressly provided for by particular conditions, reported in the Order, which prevail, in the event of conflict, over these General Conditions. Any derogation or addition to these General Conditions will be valid only if accepted in writing.

The General Conditions are an integral part of the purchase contract and are considered fully accepted by the Supplier.

### 2) Object

The object of the contract is the supply better described in the specifically approved Order and of which this form constitutes an integral part.

Acceptance of the Order entails the Supplier's total renunciation of its conditions of sale, even if attached to its offer or acceptance of the Order.

### 3) Transportation

Unless otherwise specified in the order form and specifically approved by the Buyer, any transport, assembly or disassembly of the materials covered by the contract is the responsibility of the Supplier.

The risks of transport and shipping of the goods are entirely borne by the Supplier, unless otherwise expressly indicated.

All risks of deterioration/damage to the goods and ownership of the same are transferred to the Buyer only upon delivery of the goods or upon delivery to the final recipient indicated in the Order.

### 4) Changes in Supply and Order Changes

During the execution of the supply, the Buyer may modify the quality, quantity, characteristics and/or shape of the Products, Materials and Services; such modifications must be promptly carried out by the Supplier.

If said changes affect times and costs to an extent greater than a range of 5%, it is agreed between the parties that the Supplier may be entitled to fair additional compensation and/or an extension of the delivery deadline, which must however, be agreed in advance with the Buyer. Within the 5% range there will be no changes to the costs and delivery terms agreed in the Order.

### 5) Material for processing

The Supplier undertakes to safeguard the goods owned by the Purchaser received on consignment, processing or for the execution of work connected to the supply, or object of it, with the diligence and care of a good father of a family; will therefore be held responsible for the destruction and any damage suffered by the goods during the period of detention with them, with the exclusion of deterioration as a result of non-abnormal or technically incorrect use.

The Supplier undertakes to use the equipment and any other capital goods supplied to him by the Purchaser exclusively within the scope of the contractual relationship in place with the same and will be required to return the equipment and any other capital goods delivered to him as soon as the Buyer requests it.

The Supplier undertakes to keep all materials supplied for processing by the Purchaser separate and clearly identified to guarantee their full traceability.

#### 6) Delivery Terms, Order Termination and Penalty for Non-Fulfilment

The delivery terms indicated in the Order are essential, mandatory and binding for the Supplier, pursuant to art. 1457 Civil Code.

The delivery of the Materials / Products must be carried out at the Purchaser's operational headquarters indicated in the Order or in another place expressly indicated in the Order. The date of receipt shown on the transport document will be proof of the delivery of the Supply. Early delivery of scheduled deliveries is not admitted unless authorized in writing, as well as partial deliveries not agreed upon.

If the Buyer does not intend to make use of the essential term, he will have the right to terminate the Order in cases of delays exceeding 30 (thirty) days, by simply giving written notice, pursuant to art. 1456 Civil Code, without prejudice to compensation for all damages suffered. In this case nothing will be due to the Supplier, except for the payment of the Materials, Products and/or Services accepted and retained or used by the Buyer. In this case, which is considered a serious breach, the parties hereby agree that the Supplier will have to pay a penalty equal to 30% of the original amount of the Order received and agreed upon, without prejudice to any damages arising from the delayed supply.

The Buyer will have the right to offset any sum due for any reason to the Supplier even for supplies other than those referred to in the Order with the sums accrued as penalties in the execution of the Order.

#### 7) Prices

Unless otherwise expressly indicated, all prices shown in the Order are fixed and invariable.

#### 8) Inspections – Controls on the Supply

The Supplier is required to deliver all control documents, quality and test certificates indicated in the purchase/processing order. These documents are an integral part of the supply and therefore delayed or failed delivery will constitute contractual breaches.

The Supplier accepts and consents that, during the execution of the order, the Buyer will have the right to access the premises of the Supplier and its subcontractors, if any, in order to verify the production process or to provide special instructions, as well as to check or test the goods, using control and verification tools also making use of the staff of this latter. These inspections do not reduce the Supplier's liability in any case.

#### 9) Acceptance of the Goods

The simple delivery of the ordered goods does not imply acceptance of the Supply.

In the event of defects and/or discrepancies in the Materials or Products with respect to the quality standards, and in the event of discrepancies from the technical drawings and specifications provided by the

Purchaser, the Supplier must promptly intervene, following a simple request from the former, to eliminate the defects or make the Materials or Products comply with the Purchaser's technical specifications.

The non-compliance of the Materials or Products with respect to the quality standards indicated in the Order and/or the failure of the Supplier to promptly intervene to eliminate the defects and/or the aforementioned discrepancies, will constitute a serious breach and therefore cause for termination of the contract and compensation for all damage.

#### 10) Warranty

The Supplier guarantees that its Supply complies with what is indicated in the Order, suitable for the specific use requested and free from faults and defects. This guarantee, unless otherwise provided in the contract, extends for 12 months from the date of delivery of the Supply.

In the event that defects and/or operating defects are found during the warranty period, the Supplier will be required to repair or replace them at the Buyer's choice within 10 (ten) days of communication.

The parties agree that the Buyer is required to inform the Supplier in writing of any defects within 90 days of receipt of the Materials or Products, or, in the case of defects not immediately recognizable by the Buyer (hidden defects), within 30 days from the discovery of the aforementioned defects.

#### 11) Use of patents

The Supplier, by signing this contract, specifically indemnifies the Purchaser and the Purchaser's customers from any compensation and burden regarding any patents, or similar third-party rights, that the Supplier itself has deemed necessary and appropriate to adopt in the manufacturing or processing of the Products or which in any case could be affected/violated by such manufacturing or processing.

#### 12) Intellectual and Industrial Property

The drawings, specifications and any technical documents that will be made available by the Buyer will remain the exclusive property of this latter and may be used exclusively for the execution of the Order.

#### 13) Billing

Invoices must be issued in accordance with current tax legislation. Invoicing, previously authorized by the Buyer, must follow each individual purchase order.

If the Supplier issues an invoice before having completed and supplied the goods to the Buyer, the invoice payment date must still be calculated from the earliest date on which the Supplier should have correctly issued the invoice in accordance with the terms of the Order.

#### 14) Prohibition of Transfer of Purchase Order and Credit

The Supplier has no right to transfer the Purchase Order to third parties, even partially, unless formally authorized in writing by the Purchaser.

Pursuant to art. 1260 last paragraph of the Civil Code, credits deriving from the Supplier from the execution of the Order cannot be assigned without the prior written consent of the Purchaser.

#### 15) Packaging

The packaging of the goods covered by the Order must be suitable for the purpose, also in relation to the destination and means of transport of the goods themselves. Except as otherwise provided in the Order, all costs relating to packaging are the sole responsibility of the Supplier.

#### 16) Withdrawal



The Buyer reserves the right pursuant to and for the purposes of art. 1373 Civil Code, to withdraw from the Purchase Order at any time by registered letter with return receipt, by fax or by communication by certified e-mail, with a notice of at least 15 (fifteen) days with respect to the agreed delivery date.

In this case, the Buyer will pay the Supplier, upon delivery of the Supply or that part carried out up to the date of withdrawal, an amount equal to the value of the service performed.

17) Recourse

The Purchaser may seek recourse against the Supplier for any request for compensation or enforcement addressed to him by the end Customer due to facts or defects in the material supplied by the Supplier to the Purchaser.

18) Competent court and applicable law

The Contract is governed by Italian law. Any dispute relating to the validity, interpretation, execution and/or termination of the Contract, and/or the Conditions, and/or the Order and/or the Order Confirmation will be referred to the exclusive jurisdiction of the Court of Bergamo.

19) Processing of Personal Data – Privacy

The Supplier and the Purchaser mutually guarantee compliance with the legislation regarding the processing of personal data, as regulated by the privacy code referred to in the Legislative Decree. n. 196 of 06.30.2003 and by EU Regulation no. 2016/679 (GDPR); the personal data provided will be processed exclusively for the pursuit of contractual purposes.

Date: \_\_\_\_\_

Sign & stamp: \_\_\_\_\_

*Pursuant to and for the purposes of art. 1341 and 1342 c.c. Civil Code, the Supplier expressly approves and signs the following clauses: n. 3 (Transport), n. 4 (Modifications of supply and order changes), n. 6 (Delivery terms, order termination and penalty for non-compliance), n. 10 (Warranty), n. 14 (Prohibition of Transfer of Purchase Order and Credit), n. 16 (Withdrawal), n. 17 (Recourse), n. 18 (Competent Court and applicable law).*

Date: \_\_\_\_\_

Sign & stamp: \_\_\_\_\_