

GENERAL PURCHASE TERMS AND CONDITIONS OF ROTHO BLAAS GROUP

1. PURPOSE AND VALIDITY

1.1. These general purchase terms and conditions ("Purchase Terms and Conditions") apply to all the purchase orders sent in verbal, written or electronic form by Rotho Blaas S.r.l., or the company affiliated with Rotho Blaas S.r.l within the meaning of article 2359 of the Italian Civil Code, ("RB", and together with the Supplier, the "Parties", and each, a "Party") and are incorporated by reference into the agreement entered into for the purchase of goods and/or services between the Parties. The Purchase Terms and Conditions are considered accepted and valid when the purchase order is accepted by the Supplier. The orders are also accepted with the delivery of the goods/provisions of the services. Acceptance of the purchase order takes place, in the absence of prior communication, with the delivery of the goods and/or the provision of services.

1.2. These Purchase Terms and Conditions apply exclusively. Supplier's conflicting or differing terms and conditions or other terms and conditions or other general business terms and conditions are not recognized. Conflicting or differing terms and conditions shall apply only if RB has expressly accepted them in writing in each individual case. This provision applies even if goods and/or services are accepted by RB in awareness of Supplier's general business terms and conditions therefore the signature for the acceptance of an order does not entail the acceptance of such conditions.

1.3. Individual contractual agreements always have priority over these Purchase Terms and Conditions. No oral side agreements or assurances made by RB before the conclusion of the relevant purchase agreement are legally binding. All such agreements or assurances are replaced in full by the agreement. The above provision does not apply if the assurances are expressly confirmed in writing by RB.

2. OFFER, PURCHASE ORDER AND ACCEPTANCE

2.1. Supplier shall direct its offer to RB's inquiry. The offer must be prepared and submitted free of charge. The offer shall not create any obligations on the part of RB. Cost proposals shall be remunerated only by express prior agreement.

2.2. Supplier shall check each purchase order received from RB for discernible errors, ambiguities, omissions and unsuitability of the specifications selected by RB for the intended purpose. Supplier shall immediately inform RB of any necessary amendments or clarifications to the purchase order.

2.3. Each purchase order and/or amended purchase order that does not accept a previous offer of Supplier must be acknowledged in writing by Supplier. Acceptance of the purchase order takes place, in the absence of prior communication, with the delivery of the goods and/or the provision of services.

2.4. RB is entitled to demand modifications to the goods or services to be supplied even after the conclusion of the relevant agreement, provided Supplier can be reasonably expected to make such modifications. Such amendments to the agreement shall consider the effects for both Parties, in particular, sufficient account shall be taken to cost increases or decreases.

2.5. Supplier is not authorized by the purchase order to represent RB.

2.6. Each order, request or agreement relating to the supply as well as the related modifications or additions (including those concerning the characteristics of the goods, quality, materials, components, origin, etc.), always require the written form.

3. TIME OF PERFORMANCE AND DELIVERIES

3.1. If a specified period of time has been stipulated for the performance, unless otherwise agreed, this period begins with the receipt of the purchase order by Supplier.

3.2. If the Supplier should foresee difficulties in the production or supply of raw materials, and if this could hinder a timely provision, it must immediately notify RB's Purchasing Office of this indicating the reasons for and the projected duration of the delay. Notification must be made in writing. If the Supplier fails to provide this notification, it may not plead the obstacle to RB as the cause of the delay.

3.3. If Supplier does not perform within the stipulated time, making a total or partial cancellation of the order (excluding differences up to +/- five (5) per cent of the quantity of the goods ordered), RB shall be entitled to make a claim for the payment through a lump-sum compensation equal to 5 per cent of the price of the goods, without prejudice to compensation for any greater damages. No compensation will be due if the cancellation is proved to be caused

by Force Majeure, as described in Section 15 below.

3.4. If the delivery of the goods is delayed beyond the delivery date set forth in the order confirmation (or the delivery does not take place) for reasons attributable to the Supplier and RB's stock is not sufficient to meet its customers' demands, RB shall have the right to recover from the Supplier, and the Supplier shall be bound to pay to RB by way of liquidated damages, an amount equal to 1 per cent of the purchase order of the undelivered goods for each week of delay, or part thereof, commencing from the delivery date set forth in the order confirmation and until the actual date of delivery, up to a maximum of 5 per cent of the purchase order price.

3.5. In addition to the provisions of paragraph 3.4. above, if the delivery of the Goods is delayed for more than four (4) weeks, RB shall have the right (a) to claim any loss and damage actually suffered by RB as a consequence of the Supplier's misbehavior, (b) to early terminate the relevant purchase order and (c) to request air shipment of the goods, at the Supplier's expense.

3.6. RB has no obligation to accept the goods delivered before the agreed delivery date and reserves the right to return the goods at the Supplier's expense. In the event that RB decides not to return the goods delivered in advance, these will be stored until the agreed delivery date at the Supplier's expense and risk. The advance delivery will not entail any advance delivery of any deadlines related to the same.

3.7. In the event that the Supplier should deliver a quantity greater or less than that ordered, excluding differences up to +/- five (5) per cent of the quantity of the goods ordered, RB has the right to choose whether to (a) consider the order completed, (b) request the missing goods or (c) return any products delivered in excess. RB is not obliged in any case to pay for goods that exceed the quantities ordered.

4. PLACE OF PERFORMANCE

The place of performance for all claims arising under these Purchase Terms and Conditions is for both Parties the destination specified by RB in the relevant commercial documents (such as the delivery address indicated in the purchase order or otherwise provided).

5. LABEL AND PACKING

5.1. The labelling of the goods must comply with the work instructions provided by RB. The Supplier may not modify any section of the label without the prior written consent of RB.

5.2. Supplier shall always pack, label, store and ship product in accordance with applicable laws and according to product specification including product specific requirements for packaging, warehousing, and transportation. If required by applicable laws the accompanying documents shall show the risk category and all further particulars. This may include the delivery of a valid and complete material safety data sheet.

5.3. Size and quality of the pallets that the Supplier must use for the transport of the goods must be agreed in writing between the Parties. If the Supplier fails to meet the agreed standards concerning the packaging, RB will charge the Supplier the resulting additional costs such as, without limitation, the working hours required to correctly sort and package the goods.

5.4. In addition to the provisions of paragraphs 5.2. and 5.3. above, goods must be packed to prevent damage during transport. By and large, Supplier must pack, identify and ship hazardous products in compliance with the applicable national as well as international requirements. The accompanying documentation, in addition to the hazard class, must also contain the additional information required by the respective transportation regulations. The applicable transport, shipping and hazardous goods regulations must also be observed. The Supplier shall be liable for damages and shall assume all costs incurred as a result of failure to comply with these regulations. Supplier shall also be responsible for compliance with these regulations by its subcontractors.

5.5. All shipments that cannot be accepted as a result of Supplier's failure to comply with the regulations indicated above, shall be placed in storage at Supplier's expense and risk.

6. PAYMENT TERMS

6.1. Invoices must contain the purchase order number indicated in the purchase order and describe the components of the service or goods in detail. Furthermore, the invoice must indicate the relevant delivery number, the payment conditions and all the data required by law. The invoice must be issued in original and/or electronic format and a copy of it shall be sent, at the time of issue, to the address accounting@rothoblaas.com.

6.2. Invoices not denominated in local currency must show the conversion rate between the foreign currency and the local currency.

6.3. Payment terms are agreed in writing with the Supplier. Any price changes must be previously agreed between the Parties and proposed at least

three (3) months in advance. Payment periods begin to run from a specific date, although not earlier than the receipt of the goods or their acceptance, and in no case before receipt of the invoice.

6.4. Payments are due within sixty (60) days after receipt of the invoice, unless otherwise agreed between the Parties in writing.

6.5. RB is entitled to withhold payment proportionally to any damages suffered due to the delayed or failed receipt of invoices.

6.6. Payment does not constitute any acknowledgment of terms, conditions or prices. The payment date has no effect on the beginning of the warranty periods and represents neither unrestricted acceptance of the goods delivered nor a waiver of potential warranty claims.

7. CUSTOMS COMPLIANCE

7.1. The Supplier agrees that RB, in order to fulfill its obligations under the relevant customs laws, relies, *inter alia*, on the accuracy and completeness of information provided by the Supplier.

7.2. The Supplier shall provide RB all necessary documentation - on or before the goods arrive at their final destination or as otherwise required by law - as required by government authorities to clear customs, obtain regulatory approval, or for other customs purposes.

7.3. At least once a year, and whenever so requested by RB, the Supplier shall provide RB with the following documentation, suitable for satisfying the requirements envisaged by customs authorities in the receiving country, and of any applicable export laws and/or regulations:

- Certificate of Origin. In particular, the declaration must indicate (i) in which country the goods, or part of them, were produced or originated and (ii) the related classification code (Harmonized System Code);
- Mill Test Certificate (MTC).

If the submission of any of the above-mentioned certificates entails any costs for RB, the Supplier shall inform RB with prior notice and wait for its written confirmation.

7.4. For all goods for which regional or free trade agreements, preferential order rules or other similar regulatory instruments are applicable, the Supplier shall be responsible to deliver the goods with suitable documents in order to certify the preferential origin (such as, without limitation,

Supplier declarations, certificates of preferential origin, invoices, other required documentation).

7.5. The Supplier shall share with RB, for each shipment of goods, a written declaration certifying the actual manufacturer of the goods supplied, in compliance with the relevant applicable anti-dumping provisions. The declaration must include:

- the full name, address and, country of the manufacturer of the goods with the indication of the actual production site;
- a detailed description of the Goods, including the relevant Harmonized System Codes;
- any certifications or supporting documentation required by the customs authorities of the importing country.

7.6. The Supplier undertakes to share all the information and documentation required by RB in order to ensure compliance with the provisions of the Regulation (EU) 2023/956, and subsequent amendments, establishing the Carbon Border Adjustment Mechanism ("CBAM").

7.7. The Supplier guarantees to comply with all the provisions adopted by the European Union following the outbreak of the Russian-Ukrainian conflict, including, in particular, article 3 octies of Regulation (EU) No. 833/2014. The Supplier undertakes to share with RB all the documentation requested by the customs authorities, necessary for the successful completion of the customs clearance operations of the goods.

7.8. The Supplier guarantees that all information and/or documents provided pursuant to Section 7 are correct, complete and valid. Furthermore, the Supplier is responsible to communicate to RB any changes in the information and/or documentation provided without undue delay.

7.9. The Supplier shall indemnify, defend and hold harmless RB and its subsidiaries against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind arising out of or relating to incorrect customs information shared under these Purchase Terms and Conditions as well as the relevant agreement.

8. ACCOMPANYING DOCUMENTATION

8.1. In addition to what is stated in Section 7, each supply must be accompanied by all documents required by law, in the absence of which RB reserves the right not to accept the supply.

8.2. Each delivery note must include the following information: sender, delivery address, name and article code of the Supplier and RB, RB's order number, quantity of supply, origin of the goods and customs code. These indications are necessary to account for the goods and pay the invoice.

9. WARRANTY

9.1. Supplier warrants that the goods and or services owed do not have any defects that would adversely affect their value or suitability for use, that they have the contractually stipulated or required qualities and are suitable for the use specified by RB. Supplier further warrants that all goods comply with the technical specifications provided and agreed upon, the European product standards, samples, drawings, and descriptions if provided.

9.2. Supplier's liability also extends to the parts manufactured and/or supplied by subcontractors and the services performed by subcontractors.

9.3. If RB or third parties detect a product defect or non-conformity, the Supplier shall collaborate in the analysis of the problem encountered and in the management of any claims for damages arising from the defect. The Supplier shall indemnify RB against claims for damages made by third parties, including subcontractors, and shall compensate RB for damaged or defective products.

9.4. RB must report defects in the contractual goods to Supplier as soon as they are identified in the ordinary course of business. The complaint period shall be determined on the basis of the individual circumstances. For apparent defects the complaint period is eight (8) days from the date of delivery. For concealed defects the complaint period is eight (8) days after the discovery of the defect.

9.5. If Supplier has provided a guarantee for the properties or durability of the good supplied, RB can file claims under the guarantee in addition to its rights arising from defects.

9.6. In addition to its claims arising from defects, RB is entitled to specify the exact type of cure (repair or replacement) that the Supplier owes its customer in the specific case. Its statutory options are not thereby limited.

9.7. The Supplier undertakes to supply any spare parts that may be necessary for a period of ten (10) years from the official end of production of the goods to which the spare parts refer.

9.8. In urgent cases if a rectification by Supplier cannot be expected, notwithstanding its statutory

rights under the warranty, RB can also have the defect rectified itself or by third parties at Supplier's expense and demand reimbursement from Supplier of the expenses incurred.

9.9. Payment for the goods, signing of delivery notes and/or acceptance of the goods do not relieve the Supplier from liability for any defects, shortcomings and/or unagreed modifications and are not to be construed as approval of defective goods.

9.10. The Supplier undertakes to take out for the entire duration of the commercial relationship with RB a product liability insurance, operating worldwide and whose maximum coverage cannot be less than one million (1.000.000) euros, of which it will share with RB the relevant policy wording and certificate of insurance. RB reserves the right to request from the Supplier an integration of the text and values of the policy. More extensive damage claims to which RB may be entitled in excess of insurance coverage remain unaffected.

10. INSPECTIONS

10.1. Supplier shall notify RB before making any changes to raw materials, source of raw materials, methods of manufacture, production equipment or locations involved into the performance of a purchase order and shall obtain RB's agreement that such changes do not make the use of goods and/or services unsuitable for RB before making any such change(s). RB may terminate the purchase order if Supplier does not agree.

10.2. RB, providing adequate notice, may access the Supplier's production site, including through third parties specifically appointed and/or certification bodies, during working hours to inspect the premises, materials, molds, machines, goods and the production process thereof. The Supplier shall make available the necessary equipment and shall provide the assistance necessary to guarantee the health and safety of RB's inspection personnel, within reasonable limits and as agreed in good faith between the Parties.

10.3. Any inspection/control activities carried out at the Supplier or at the RB headquarters do not relieve the Supplier from any of its responsibilities in terms of guaranteeing product conformity and quality.

11. INSURANCE

11.1. In accordance with the transfer of risk under the INCOTERMS specified in the commercial documentation, the respective Party bears the risk for the loss of or damage to the

goods. If a purchase order references INCOTERMS without indicating the year, INCOTERMS apply in the version in force at the time of the purchase order.

11.2. In addition to the provisions of clause 9, Supplier must, at its expense, purchase sufficient liability insurance in an amount standard in its sector to cover damage caused by services or work performed or property owned by it, its personnel or its subcontractors as a result of services performed or work or goods delivered. Proof of coverage must be provided to RB on request. More extensive damage claims to which RB may be entitled in excess of insurance coverage remain unaffected.

12. MOLDS AND PRODUCTION TOOLS

12.1. All molds and/or production tools owned by RB must be clearly identified. The Supplier is not authorized to use molds and/or production tools owned by RB to produce goods intended for other customers.

12.2. The Supplier is required, upon request by RB and within the established deadline, to declare in writing the molds and/or tools owned by RB that are located at its production site.

13. TERMINATION

13.1. Without prejudice to any other rights available to RB in these Purchase Terms and Conditions, RB shall have the right to terminate the relevant purchase agreement without notice for just cause. There is just cause, in particular, for the following situations:

- the Supplier defaults on a contractual obligation and does not cure the default within a reasonable period of time set by Purchaser
- the Supplier commits a material breach of the relevant purchase agreement or a series of breaches which taken together amount to a material breach or if there is otherwise a risk of causing substantial damage to the reputation of RB;
- unavailability of the Supplier for more than thirty (30) consecutive days;
- sending of non-compliant goods for three (3) consecutive times;
- breaching of confidentiality obligations and/or of the RB's code of ethics;
- significant deterioration of Supplier's financial situation (such as, without limitation, liquidation, bankruptcy - whether voluntary or compulsory -, corporate restructuring).

13.2. Notwithstanding the aforementioned, the Purchase Terms and Conditions shall remain in

effect for any supply not cancelled at such time, unless otherwise requested by RB. RB's liability shall be limited to the payment of the amount due for goods provided up to and including the date of termination.

14. HARDSHIP CLAUSE

14.1. A Party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

14.2. Notwithstanding paragraph 1 of this clause, where a Party to a contract proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

14.3. Where paragraph 2 of this clause applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph, the Party invoking this clause is entitled to terminate the contract but cannot request adaptation by the judge or arbitrator without the agreement of the other Party.

15. FORCE MAJEURE

15.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the Agreement, if and to the extent that that Party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

15.2. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Section: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance

with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

15.3. A Party successfully invoking the "Force Majeure" is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected Party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the Agreement, either Party has the right to terminate the Agreement by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the Agreement may be terminated by either Party if the duration of the impediment exceeds one hundred twenty (120) days.

16. CONFIDENTIALITY

16.1. Except as provided below, "Confidential Information" means all information which Disclosing Party, or any of its employees, representatives or other agents (together, "Representatives"), furnishes directly or indirectly to Receiving Party during the commercial relationship, or otherwise allows Receiving Party to be privy to, have access to, or learn of during the term of this Agreement, with respect to Disclosing Party's business, its products, know how, or the Potential Transaction, regardless whether it is marked as confidential and regardless of the means in which the information is made available to, or accessed by, the Receiving Party, including, without limitation, product development plans, advertising, marketing and promotional calendars, marketing and business plans, product launch schedules, pricing schedules, research and development projects, product specifications, manufacturing processes and operations, manufacturing equipment, prototypes, production processes,

technical documents, technical drawings, projects, inventions, methodologies, system improvements, trade secrets, sales volumes, testing data, know-how, ideas, financial results and objectives, proposed trademarks, patent applications and other collateral materials. Confidential Information also includes all analyses, compilations, studies, interpretations, notes, reports, summaries and other documents and material prepared by, for, or on behalf of Receiving Party or any of its Representatives containing or based upon, in whole or in part, any Confidential Information furnished by Disclosing Party or its Representatives. Confidential Information does not include information which (i) was in the public domain at the time of the disclosure, (ii) was already known to Receiving Party prior to disclosure by Disclosing Party, as shown by documentary evidence created prior to such disclosure, (iii) was, is or becomes generally available to the public except as a result of Receiving Party's or Receiving Party's Representatives' violation of the terms hereof and Receiving Party was demonstrably aware of the information, as shown by documentary evidence created prior to Receiving Party's receipt of such information, (iv) is received rightfully and without any confidential limitation by Receiving Party from a third party, as shown by documentary evidence created prior to Receiving Party's receipt of such information, or (v) is independently developed by Receiving Party's employees or other Representatives who have no knowledge of or access to Disclosing Party's Confidential Information, as shown by documentary evidence created prior to such independent development by Receiving Party's employees or other Representatives.

16.2. Receiving Party shall, and shall cause its Representatives to, keep Disclosing Party's Confidential Information confidential using the equivalent degree of care that it utilizes in protecting its own similar confidential information, but no less than commercially reasonable care, and Receiving Party shall not, without Disclosing Party's prior written consent, use Disclosing Party's Confidential Information except for the sole and exclusive purpose of exercising its rights and fulfill its obligations under this Agreement. Receiving Party shall not under any circumstances use Disclosing Party's Confidential Information or any derivatives thereof in any manner whatsoever for the benefit of Receiving Party or Receiving Party's current or future clients, customers, or service providers, including, without limitation, in any products, raw materials, advertising, marketing or promotional campaigns or other materials. Without Disclosing Party's prior written consent, Receiving Party will

not, and will direct its Representatives who are given access to Disclosing Party's Confidential Information not to, disclose to any person the fact that Disclosing Party's Confidential Information has been made available to it, that this commercial relationship exists or that discussions or negotiations between the Parties are taking place, or any of the terms, conditions or other facts with respect to this commercial relationship, including the status thereof. The term "person" as used in this clause shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity. Receiving Party shall provide Disclosing Party's Confidential Information only to its Representatives who must know such information for the purpose of assisting Receiving Party in fulfilling its obligations under this Agreement, each of whom Receiving Party must inform of the restrictions imposed by this Agreement.

16.3. In the event that Receiving Party, its Representatives or anyone to whom Disclosing Party's Confidential Information has been supplied are requested or required by any court, governmental agency or similar authority, to disclose any of Disclosing Party's Confidential Information, such Party shall, prior to such disclosure (i) notify Disclosing Party promptly in writing of the pertinent circumstances surrounding such request, (ii) consult with Disclosing Party concerning allowing Disclosing Party to take legally available steps to resist or narrow such request, (iii) if disclosure of such information is required, furnish only that portion of Disclosing Party's Confidential Information which it is legally compelled to disclose and (iv) cooperate with Disclosing Party, at Disclosing Party's expense, to obtain an order that confidential treatment will be accorded the Confidential Information.

16.4. Promptly upon request from Disclosing Party, Receiving Party shall either redeliver to Disclosing Party or destroy all tangible forms, including that maintained in any computer memory, storage media or similar form, of Disclosing Party's Confidential Information and any other tangible material containing, prepared on the basis of, or reflecting any information in Disclosing Party's Confidential Information, whether prepared by Receiving Party or its Representatives or otherwise, provided, however, that one copy may be retained by Receiving Party in a secure and restricted location for evidentiary purposes and as a means of determining any continuing obligations under this clause and/or resolving any dispute hereunder. Any such destruction shall be certified in writing by Receiving Party to Disclosing Party.

16.5. Disclosing Party's Confidential Information shall be and remain the property of Disclosing Party and that any and all inventions, discoveries, works of authorship, and other information discovered, generated, or developed and related to Disclosing Party's Confidential Information ("Disclosing Party Inventions"), whether solely by the employees or agents of Disclosing Party or jointly by employees or agents of both Parties, will be considered the intellectual property of Disclosing Party and that employees and agents of Receiving Party shall execute any documents required to give effect to the foregoing ownership provisions and will cooperate with Disclosing Party in completing any patent applications relating to Disclosing Party Inventions.

16.6. Except for the purpose of fulfilling obligations under these Purchase Terms and Conditions, nothing in these Purchase Terms and Conditions, by implication or otherwise, conveys to Receiving Party any right or license with respect to any intellectual property or Confidential Information of Disclosing Party.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. Trademarks, trade names, copyrights, patents, designs and models, know-how, domain names that RB communicates and/or transmits to the Supplier, within the scope of the commercial relationship, are the total and exclusive property of RB and their communication or use within the scope of these Purchase Terms and Conditions does not create, in relation to them, any right or claim by the Supplier. The Supplier undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

17.2. The Supplier acknowledges and accepts: (i) that RB is the exclusive owner of the trademarks and other Intellectual Property Rights; (ii) to refrain from filing and registering trademarks that are identical, similar and/or confusingly similar to the trademarks; (iii) to use the trademarks and other Intellectual Property Rights only with the express consent of RB in compliance with the instructions of the latter and exclusively for the purposes set out in these Purchase Terms and Conditions; (iv) not to modify, alter, remove, cancel, cover the Trademarks or other distinctive signs of RB affixed to the goods nor to add other trademarks or distinctive signs to these; (v) not to register identical or similar domain names or names that incorporate the trademarks of RB. Any violation of these provisions will be prosecuted in accordance with the law.

17.3. In the event that the Supplier has registered or registers any exclusive right on the trademarks, names or other distinctive signs or any domain name of RB and/or those relating to

the goods, in violation of the provisions of the previous paragraph, such registrations will be considered automatically and by right transferred from the Supplier to RB; therefore, the Supplier undertakes from now to carry out all actions necessary to perfect and make effective the transfer of such rights to RB, without any right of the Supplier to receive compensation and/or reimbursement for the expenses and costs incurred.

17.4. By virtue of the contractual relationship established through these Purchase Terms and Conditions, RB may use the trademarks, trade names and models of the Supplier in the context of its commercial activity (including, but not limited to, the use of the same in marketing materials and catalogues). RB recognizes the total and exclusive ownership of the Supplier and undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights of the same.

17.5. In the event that RB sells third party products (with brands other than those of the RB Group), and these are found to violate third party industrial rights, the Supplier undertakes to indemnify and hold harmless the Company and its subsidiaries from any claim, liability, penalty, sanction, cost or expense of any kind arising from or relating to such violation.

18. SAFETY AND ENVIRONMENTAL OBLIGATIONS

18.1. The Supplier guarantees that only materials complying with technical product regulations, provisions relating to the management of toxic and dangerous substances - such as, without limitation, the Reg. 1907/2006 (EC) REACH - and regulations in force from time to time regarding the environment (*inter alia* Directive 2008/98/EC), hygiene, safety, electricity and electromagnetic fields will be used.

18.2. The possible presence of carcinogenic, toxic and/or dangerous substances must be reported and labelled externally in an appropriate manner. The relevant safety data sheets must be sent to RB together with the products purchased, be adequate to the relevant regulatory requirements and capable of excluding any danger to the health of the end user who uses them for their intended use.

18.3. If RB is called to account for the quality of products supplied for reasons attributable to the Supplier, pursuant to the paragraphs 18.1. and 18.2. above, the Supplier shall hold RB free of damages, claims and legal fees.

19. DATA PROTECTION

19.1. Each Party must at all times comply with its respective obligations under the applicable data protection laws and regulations (including but not limited to the Regulation (EU) 2016/679 - "General Data Protection Regulation").

19.2. Pursuant to Reg. (EU) 2016/679, the Supplier is informed that its personal data (name of the contact person/management/owner, address, e-mail address, telephone number, fax number) are necessary for this business relationship and may for this purpose be transmitted to the companies of the RB Group (<https://www.rothoblaas.com/contacts>), lawyers, credit institutions, accountants, management and administration professionals of RB or service companies working on behalf of RB.

19.3. RB shall retain the data until the expiry of the statutory retention and limitation periods. The Supplier enjoys the rights set forth in art. 15 et seq. of the aforementioned Regulation (right of access to one's personal data, rectification, erasure, limitation of processing, portability of personal data, opposition to processing, right to lodge a complaint with the Supervisory Authority). For more detailed information and to exercise these rights, contact the RB privacy representative at privacy@rothoblaas.com.

20. GOVERNING LAW; VENUE

20.1. Italian law shall apply, excluding its conflict of law rules. The UN Convention of April 11, 1980, on agreements for the International Sale of Goods shall not apply.

20.2. In the event of a dispute ensuing from the interpretation or the performance of these Purchase Terms and Conditions, the dispute shall be exclusively resolved in the courts of Bolzano, Italy, and each Party hereby expressly, irrevocably and unconditionally consents and submits to the jurisdiction of such courts for purposes of any such suit, action or proceeding, and unconditionally waives all right to challenge the jurisdiction and/or competence of such courts or to plead or claim in any such court that any such suit, action or proceeding brought in any such courts has been brought in an inconvenient forum.

21. MISCELLANEA

21.1. The Supplier shall perform the services itself and is authorized to use subcontractors only upon RB's prior express approval. If RB approves the use of subcontractors, they shall be commissioned by the Supplier in its own name and for its own account.

21.2. The Supplier is permitted only with RB's express written consent to cite the business

relationship with RB or to refer to it in informational and advertising material.

21.3. The Supplier must immediately notify RB in writing of any transfer of the relevant purchase agreement by operation of law and of any change in its company name.

21.4. The provisions of these Purchase Terms and Conditions are severable and the Purchase Terms and Conditions shall be construed so as to carry out the purpose and intent hereof. If any part of these Purchase Terms and Conditions shall be determined by a court of competent jurisdiction, or appropriately appointed arbitrator or arbitration panel with authority stemming from the consent each of the Parties, to be invalid, illegal or unenforceable, then such provision will be modified by such court, arbitrator, or arbitration panel to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and the validity, legality and enforceability of the remaining parts of these Purchase Terms and Conditions shall not in any way be affected or impaired thereby. If an unenforceable provision is modified or disregarded in accordance with this Section, then the rest of the Purchase Terms and Conditions will remain in effect as written

21.5. Except as otherwise provided for in accordance with paragraph 21.4. above, these Purchase Terms and Conditions may not be modified or amended in any way except by a writing signed by the Party against whom enforcement is sought.

21.6. The Supplier undertakes, for the entire duration of the relationship with RB, to develop and diversify its clientele, so as not to find itself in a situation of economic dependence on RB.

21.7. The Supplier undertakes to comply with the provisions of Legislative Decree 231/2001 and the organizational model adopted by RB.

21.8. Headings in these Purchase Terms and Conditions are for convenience only and shall not affect the interpretation of the Purchase Terms and Conditions or of any provision herein.

21.9. The Supplier states that it has read and undertakes to comply with the principles set out in RB's Code of Ethics, which can be consulted on the website www.rothoblaas.com, to be considered an integral part of the Purchase Terms and Conditions.