Subject: General conditions of purchase of GIBIESSE SRL – Id. ACQ 01.08 REV. 06 of 11/05/2026

Dear Supplier,

these conditions exclusively regulate the supply relationship between GIBIESSE SRL (hereinafter referred to as GIBIESSE or Buyer) and the Supplier, i.e. the seller of goods and/or services (hereinafter referred to as Supplier) who accepts the order of GIBIESSE.

le presenti condizioni regolano in via esclusiva il rapporto di fornitura tra **GIBIESSE SRL** (di seguito denominato GIBIESSE o Acquirente) e il Fornitore, cioè il venditore di beni e/o servizi (di seguito denominato Fornitore) che accetta l'ordine di GIBIESSE.

1. 1. These general conditions of purchase constitute an integral and substantial part of each purchase order of materials and goods of any kind issued by GIBIESSE SRL and are considered fully accepted, unless contested in writing. In any case, any different conditions proposed by the Supplier must be accepted in writing by GIBIESSE with a declaration prior to the execution of the order; otherwise they are considered not affixed.
2. The Buyer can send the purchase order to the Supplier via e-mail, EDI or ordinary mail. The delivery terms requested by the Buyer are tacitly confirmed by the Supplier, with no receipt within and no later than 5 working days from receipt of the order. These delivery terms are considered strict, except for variations in quantity that may lead to variations in timing, but which must in any case be agreed in writing between the parties. The Supplier is required to confirm the conditions indicated in the order with the relative order confirmation; in the event of any discrepancies regarding technical specifications and/or part numbers, communicated with the order confirmation, the same must be accepted by GIBIESSE with a written communication.
3. In the event of non-compliance with the delivery terms, the Buyer will have the right at his discretion:
   a) to charge the supplier a penalty of 1% of the amount of the materials not delivered for each week of delay up to a maximum of 5% of the amount of the order.
   b) to have the right to cancel the order by giving written notice to the Supplier;
   c) to recover from the Supplier the expenses reasonably incurred to obtain the replacement goods and/or services from another supplier.
4. In any case, the Supplier undertakes to promptly communicate to GIBIESSE any problems that could create delays to the delivery terms previously communicated by the same.
5. The prices indicated in the order are intended to be fixed and invariable, in the currency indicated. They will not be subject to any variation, unless previously agreed in writing.
6. GIBIESSE may refuse the inspected material, if it does not fully comply with the requirements. The use or otherwise of this right will not eliminate the supplier's liability. The Supplier guarantees that the products are free from defects, compliant with the promised qualities, suitable for the use for which they are intended and with any other technical specification agreed from time to time, as well as, in general, with the best quality standards for that type of product and also guarantees their proper functioning for the entire duration of the guarantee. GIBIESSE's approval of the Supplier's drawings or standard products will not relieve the Supplier of any liability with regard to the conformity and absence of defects in the products. In the event that defects and/or non-conformities in the products are found, in derogation of the provisions of art. 1495 of the Italian Civil Code, GIBIESSE must give written notice to the Supplier, specifying the reasons for the dispute, within 30 days of receipt in the case of apparent defects, or from discovery in the case of non-apparent defects. Furthermore, without prejudice to GIBIESSE's right to compensation for any direct and indirect damage suffered and to be indemnified and held harmless by the Supplier from claims for damages received from its customers or third parties, the Supplier will be required to promptly and free of charge replace/repair the defective or non-compliant products, taking charge of all transport costs of the products themselves and all costs incurred by the Buyer for any selections, re-takes, reworks, and anything else necessary to restore the required quality levels of the product. GIBIESSE will consequently proceed to charge the Supplier for such costs including materials and any own or third-party labor that will be used for such operations.
7. The technical specifications may be subject to changes by GIBIESSE with regular written notice. Any changes in costs/times resulting from such changes will be negotiated between GIBIESSE and the Supplier.
   The Supplier undertakes to comply with applicable environmental legislation and not to use toxic or prohibited substances. The products must comply with European Directive 2011/65/EU of 8 June 2011 - RoHS II - and subsequent revisions. The Supplier is required to inform the Buyer if the products contain substances prohibited by European Regulation no. 1907/2006 (REACH) and subsequent revisions, as indicated in the ECHA Update Candidate List in force and in the TSCA (Toxic Substances Control Act) regulation, published by the Environmental Protection Agency (EPA) and subsequent updates. The Supplier must also transmit to the Buyer the SCIP number relating to the ECHA SCIP database, where applicable.
8. No changes to the materials in the order or to the terms of the same will be accepted unless confirmed in writing by GIBIESSE. GIBIESSE may refuse materials delivered in advance of the established delivery times, unless previously agreed, even if such materials have been received and/or accepted by its warehouses. Furthermore, in the event of any advance delivery not requested or agreed, payments will start from the delivery dates established in the order.
9. The payment conditions are established in the order and/or in its revisions.
10. n the event of disputes, GIBIESSE reserves the right to suspend payments relating to the disputed goods, without prejudice to the obligation of other supplies in progress.

11. The Supplier must deliver the products packaged according to the best industry practice for goods of the same type and for the means of transport used or in any case in an adequate manner to preserve and protect the goods until the delivery is completed. In the case of dangerous materials, the Supplier must ensure packaging and transport with adequate characteristics also in compliance with current regulations. All damages due to packaging defects will be borne by the Supplier, even if the return of the material is eventually agreed "free of charge". In this regard, the supplies must be delivered to the headquarters and in the delivery methods indicated in the order.

    Each shipment and delivery must be accompanied, where required, by certificates of conformity and/or testing, as well as by a transport document, in compliance with current legislation, bearing the order number, the Gibiesse code, indication of the supplier code, if any, description of the material, unit of measurement and quantity.

12. The Supplier, if it has not already done so, is invited to take out suitable insurance for damages due to Product Liability and for damages during transport, including those resulting from defects or deficiencies in packaging.

13. The Supplier undertakes to recognise the right of access by GIBIESSE, end customers and related clients or other relevant parties (for example regulatory authorities), subject to prior agreement:
    - to the production facilities involved in the production of the product purchased by GIBIESSE;
    - to the technical and commercial documentation and applicable documented information;
    - to the records relating to systems, instruments and anything else connected to the production of the product purchased by GIBIESSE.

14. The drawings and manufacturing notes, technical specifications, diagrams, gauges, molds, models and samples that were delivered to the Supplier or commissioned to the same for the execution of the order, are the exclusive property of GIBIESSE, therefore the Supplier is prohibited, under civil and criminal sanctions of law, from reproducing or disclosing them or committing them for his own or others' profit. Once the supply has been carried out, they must be returned in good condition, upon simple request by GIBIESSE.
15. The equipments that GIBIESSE eventually makes available to the Supplier for the execution of the order remains the exclusive property of the Buyer; the Supplier is responsible for their loss, destruction, damage or immobilization for any judicial seizure for the same, due to malicious or negligent acts attributable to the Supplier. Furthermore, the Supplier indemnifies GIBIESSE from any liability or request for compensation that may be received as a result of damage caused by the use of the aforementioned equipment; to this end, the Supplier guarantees that its personnel have been properly trained and instructed to use them.
16. For each supply, the Supplier undertakes to send GIBIESSE the Declaration of Origin of the Products and to renew such declaration upon its expiry, where applicable.
17. The supplier's data will be processed by authorised persons for the exclusive purpose of fulfilling contractual obligations and in any case in compliance with the provisions of EU Regulation 2016/679 (GDPR), as illustrated in the specific information notice of GIBIESSE SRL, also published on the GIBIESSE website (section "Documents").
18. These General Conditions of Purchase are subject, for the purposes of their interpretation, application and execution, to Italian law. For any dispute relating to this Contract, the Court of Bergamo shall have jurisdiction.

This document corresponds to the most recent revision, which is published and updated on our website www.gibiesse-srl.it (section "Documents").

Data 11/05/2026

GIBIESSE SRL
General Manager

Giuseppe Abate