

PRESSTECK - GENERAL PURCHASE CONDITIONS -version 16.01.2025-

1. General Provisions

(1.1) These 'General Purchase Conditions' regulate all orders issued or supply contracts entered into by Pressteck S.p.A. and Pressteck Service S.r.l (hereinafter 'Purchaser').

(1.2) Any amendment or supplement hereto or any condition of the supplier (hereinafter 'Supplier') differing, totally or partially, from these General Purchase Conditions, shall not be applicable unless specifically approved in writing by the Purchaser.

(1.3) Acceptance of the order by the Supplier constitutes acceptance of these General Purchase Conditions.

2. Offers and Orders

(2.1) Upon request by the Purchaser, the Supplier shall make a binding offer. The preparation of the offer is carried out by the Supplier free of charge, therefore no remuneration shall be acknowledged for any visits or the preparation of offers and/or projects, unless otherwise agreed upon or accepted in writing by the Purchaser.

(2.2) An order is only considered binding for the Purchaser, if drawn up in written form. Any orders made verbally or by telephone shall only be binding for the Purchaser, upon written confirmation by the latter. Orders may also be transmitted in electronic form.

(2.3) The Supplier shall undertake to send written acceptance of orders to the Purchaser within five working days, by returning a duly signed copy of the order to the Purchaser without amendment. If this period expires in vain, the order loses all effectiveness.

(2.4) By presentation of the offer and/or acceptance of an order, the Supplier acknowledges being informed about the nature and range of the services pertaining to the supply and confirms having examined the drawings and/or other documentation provided by the Purchaser. Material and/or calculation errors in the documents submitted by the Purchaser shall result in failure of the binding effectiveness of the order, notwithstanding the written form of its request.

(2.5) The Supplier undertakes to comply with the Special Instructions, as defined below, issued by the Purchaser as well as the specifications and requirements requested by the latter regarding materials, their use and processing methods. 'Special Instructions' is defined as the characteristics of the delivery or service. Deviations in quality and quantity in relation to the Purchaser's order as well as other contractual changes are not permitted unless they have been expressly agreed in writing.

(2.6) The Purchaser reserves the right to totally or partially cancel an order, even after acceptance of the order by the Supplier and thus in derogation of Art. 1373 para. 1 and 2 of the Civil Code. Upon received of the cancellation, the Supplier is obliged to immediately suspend the manufacturing process.

(2.7) The Purchaser is entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice at least 14 calendar days before the agreed delivery date. The Purchaser also has the right to modify the product specifications, upon notification to the Supplier, to the extent that these can be implemented within the Supplier's normal production process without significant additional effort, at least 21 days before the agreed delivery date. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the Supplier's normal production and commercial operations, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify the Purchaser in writing of any additional costs or delays in delivery to be expected by it upon careful assessment in good time before the delivery date, but at least within 7 working days after receipt of the Purchaser's notification pursuant to the first sentence of this paragraph.

(2.8) The Purchaser reserves the property rights and copyrights to the illustrations, drawings and any other documentation which are made available to the Supplier for the purpose of the fulfilment of the contractually agreed supply

obligation. The content of the aforementioned materials may not be disclosed to third parties in any way, unless strictly necessary for the execution of the order and in any case with the prior written consent of the Purchaser.

The aforementioned material may only be used for production on the basis of the Purchaser's order and must be returned to the Purchaser upon completion or cancellation of the order.

The Supplier is obliged to maintain absolute confidentiality with regard to the content of the order entrusted.

3. Prices and payment conditions

(3.1) The price indicated in the order is binding. Notwithstanding agreements to the contrary, the price includes delivery free at destination, including packaging. The return of packaging materials shall be the purpose of specific agreements between the Supplier and the Purchaser. The price indicated in the order does not include VAT at the statutory rate.

(3.2) A separate invoice is to be issued for each order. Only invoices bearing the order number shall be accepted. The Supplier shall be liable for all consequences derived from non-observance of this obligation, unless he is able to demonstrate that this failure cannot be ascribed to his responsibility. Delays caused by incomplete supplies shall not jeopardise the expiration terms of discounts allowed.

(3.3) Notwithstanding different written agreements, a discount of 3% shall be applied to the purchase price, if payment is made within 14 days, as of the date of receipt of the supply and the invoice. If the Purchaser does not make payment within the aforementioned period, he shall pay the total balance within 60 days from the date of delivery of the supply and the invoice. In the event that the date of delivery of the supply and the invoice do not coincide, the date of delivery of the invoice shall prevail for the purpose of calculating the terms referred to in the preceding sentences, which, however, may not precede the date of delivery of the supply.

(3.4) The Purchaser reserves the right to set-off any amounts within the terms provided by law. Payment made by the Purchaser to the Supplier does not imply acceptance of the delivery and acknowledgement of proper performance by the Supplier, nor does it release the latter from liability for any defects. The Purchaser reserves the right to inspect the delivery and to report any defects within the terms set out in Article 5.2 below.

(3.5) Invoices, delivery notes and packing lists must be attached by the Supplier in duplicate to each shipment. The following data shall be contained in these documents: order number, quantity, units, gross and net weight, name and code number of the item as indicated by the Purchaser, as well as the remaining quantity in case of partial deliveries.

Costs and delays derived from non-observance of the provisions in this article are borne by the Supplier.

4. Delivery and transfer of risk

(4.1) The delivery term indicated in the order is binding and essential. In the event of early delivery, the Purchaser has the right to return the products at the Supplier's expense and risk, or to store them in the warehouse until the delivery date agreed to, again at the Supplier's expense and risk.

(4.2) The Supplier shall immediately inform the Purchaser in writing, if circumstances that may jeopardise the scheduled delivery dates should arise or be foreseeable.

(4.3) In the event of failure to comply with the terms set out in the order, the Purchaser has the right to terminate the contract, at any time following the expiry of the terms; in this case the Supplier shall compensate the Purchaser for all damages resulting from the agreed to and non-performed delivery, unless the Supplier proves that the failure to comply with the said term is not its fault.

(4.4) In the event of delays in delivery, the Purchaser shall be entitled, upon written notice to the Supplier, to demand a contractual penalty of 0.5%, up to a

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maximum of 5%, of the respective order value for each commenced week of delay in delivery, without prejudice to the right to compensation for any greater damages.

(4.5) The transport risk shall always be borne by the Supplier until the products have been accepted by the Purchaser or by persons authorized by the Purchaser at the place of performance.

5 Warrantees and Defects

(5.1) The Supplier herewith warrantees the supply against any deficiencies in the raw materials used, as well as any manufacturing defects that render the products unsuitable for their intended use or products that do not correspond to the orders or related samples.

In particular, the Supplier guarantees, on the basis of the latest scientific and technical standard, compliance with the Special Instructions, as well as any other instructions for execution provided by the Purchaser, in respect of both products and services purchased by the Purchaser.

(5.2) The products shall be examined by the Purchaser within a reasonable period of time to detect any differences in quality and quantity. Notwithstanding Art. 1495 par. 1 of the Italian Civil Code, a complaint shall be considered to have been made promptly if it is received by the Supplier within 6 months, calculated from the delivery and acceptance of the products, or in the case of hidden defects, from the date on which they are discovered. The Purchaser undertakes to notify the Supplier of any defects discovered immediately after their discovery. The Supplier waives the exception of delayed report of defects by the Purchaser.

(5.3) If a more detailed than usual control is rendered necessary after the supply is completed, the Supplier shall bear the expenses thereof.

(5.4) It is the Purchaser's right to request the Supplier to eliminate the defect or supply a new product.

Notwithstanding Art. 1495 par. 3 of the Italian Civil Code, all conventional and statutory warranties expire in two years from the date of the report of defect.

6. Product liability

(6.1) The Supplier is liable for damage caused by the product and shall indemnify the Purchaser, upon first request, against claims for damages by third parties and all expenses, including legal expenses, arising therefrom. Within the limits of its own liability, the Supplier also undertakes to reimburse the expenses related to the product damage verification action carried out by the Purchaser.

(6.2) The Supplier shall maintain civil product liability insurance for the amount of EUR 10,000,000 for damages to persons and/or things. Any broader rights to compensation for damages entitled to the Purchaser are reserved.

7. Intellectual property rights

(7.1) The Supplier guarantees that the supply of the products and services does not infringe any third-party rights, whether national or international, including, without limitation, intellectual property rights such as patents, trademarks, copyrights, utility models or any other rights protected by law. The Supplier undertakes to indemnify and hold the Purchaser harmless, upon simple written request, against any claims, demands or legal actions brought by third parties in connection with intellectual property rights connected with the supply, and to indemnify the Purchaser against all costs, including legal costs, that the latter may incur as a result of such claims.

8. Goods made available to the Supplier by the Purchaser - Tools

(8.1) The Supplier shall be responsible for the loss, damage to or abuse of whatever the Purchaser has placed at the disposal of the former.

The Purchaser remains the owner of the products and/or materials placed at the disposal of the Supplier.

If the products owned by the Purchaser are, with his prior written consent, transformed jointly with other objects he does not own, the Purchaser shall acquire the right to co-ownership of the new product of the transformation, in proportion to the piece of the product owned by the Purchaser, with respect to the other manufactured products, calculated based on the value of the new product.

(8.2) The Purchaser remains the owner of the tools, machinery and utensils placed at the disposal of the Supplier. The latter shall use these tools solely for producing the products ordered by the Purchaser.

The Supplier shall, at his own expense, insure the tools, machinery and instruments belonging to the Purchaser at replacement value against damage by fire, water and theft.

The Supplier herewith transfers to the Purchaser's company, which accepts, all rights derived from the insurance policy.

At its own expense and in due time, the Supplier shall perform any maintenance, inspection and all works of extraordinary maintenance and repair rendered necessary on the tools, instruments and machinery owned by the Purchaser.

The Supplier shall inform the Purchaser, without delay, of any breakdowns, and compensate the Purchaser for all damages that may result from violation of this obligation.

9. Duty of Confidentiality

(9.1) The documents placed at the disposal of the Supplier, such as samples, designs, models, data and similar materials, as well as all information supplied by the Purchaser, unless meant for public domain, may not be made accessible to third parties, unless this is indispensable for executing the supply agreement.

10. Assignment

(10.1) The assignment by the Supplier of claims arising from the supply agreement shall only be effective towards the Purchaser with the Purchaser's previous written consent.

11. Compliance with the law

(11.1) In connection with the contractual relationship, the Supplier undertakes to comply with all applicable regulations, including but not limited to, supply chain, anti-corruption, tax and anti-money laundering regulations, as well as antitrust, labour and environmental protection regulations.

(11.2) The Supplier shall ensure that the products it supplies comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. The Supplier shall provide proof of conformity to the Purchaser upon request by submitting the documentation proving such quality without delay.

(11.3) The Supplier shall make reasonable efforts to ensure compliance by its sub-suppliers with the obligations incumbent on the Supplier under this Clause 11.

12. Environmental and Corporate Sustainability

(12.1) The Supplier, in the performance of this contract, undertakes to conduct its activities in accordance with the principles of environmental and corporate sustainability, pursuing the adoption of practices that promote environmental protection, social welfare and respect for ethical rights and principles.

In particular, the Supplier

- promotes the adoption of the measures and initiatives necessary to reduce the environmental impact of its activities, in particular those that allow the limitation of the consumption of natural resources and the minimization of waste production;

- complies with the principles of ethics, transparency and integrity in all its operations and in its relations with its customers, shareholders, employees, suppliers and business partners;

- undertakes to periodically monitor its sustainability performance.

(12.2) The Supplier undertakes to provide evidence of compliance with the above principles and to accept periodic audits, including any audits conducted by the Purchaser or its designees, to ensure compliance with sustainability practices.

13. Law applicable to the agreement

(13.1) The law applicable to the contract is the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention) and, in a supplementary manner, The United Nations Convention on the Limitation Period in the International Sale of Goods shall apply. Exclusively for domestic

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(italian) Suppliers, articles 1341 and 1342 of the Italian Civil Code shall apply.

14. Place of performance and jurisdiction

(14.1) The place of performance for all obligations of the Supplier and the Purchaser shall be the Purchaser's registered office.

(14.2) Any controversy that may arise between the parties concerning the interpretation, validity or execution of these General Purchase Conditions and related agreements entered into shall be transferred to the exclusive jurisdiction of the Court of Cagliari, hereby expressly excluding any other competing or alternative Court. The Purchaser also reserves the right to sue the Supplier before the competent Courts pursuant to law.

15. Final Provisions

(15.1) The invalidity of one or more provisions of these General Purchase Conditions shall not affect the validity of the remaining provisions.

(15.2) The Supplier herewith expressly declares having examined these General Purchase Conditions and received a copy hereof.

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(signature)

FOR DOMESTIC SUPPLIERS ONLY:

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Supplier declares his express approval of the following clauses:

Art. 1 (1.2., 1.3) applicability of the general purchase conditions and exclusion of unlike clauses; acceptance following acceptance of the order; **Art. 2** (2.1, 2.4, 2.6, 2.7) projects without charge; validity of the order; power of the Purchaser to cancel and change the order; **Art. 4** (4.1, 4.3, 4.4, 4.5) delivery date; compulsory date and order cancellation, regulation of the transfer risk; **Art. 5** (5.1., 5.2., 5.3, 5.4) warrantee against defects, terms for reporting such; waiver by the Supplier of the exception of delayed report of the defects; **Art. 8** (8.1, 8.2) ownership of goods and tools; **Art. 12** Environmental and Corporate Sustainability, **Art. 13** Law applicable to the agreement; **Art. 14** Exclusive Place of Jurisdiction.

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(signature)

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