

**GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES APPLIED BY
NUOVA DEROMA S.p.A.****APPLICABILITY**

These General Purchase Conditions (“**GPC**”) apply as from [01/01/2025] to all supplies of Good(s) (as defined below) or the provision of Service(s) (as defined below) by Your company (“**Supplier**”) in favor of Deroma (as defined below), in fulfilment of contracts concluded in any form whatsoever between Your company and Deroma, such as, for example, by contract with simultaneous signature of the Parties (as defined below) or by exchange of correspondence (“**Contract(s)**”) or by confirmation - either express or by concluding facts - of purchase orders (“**Order(s)**”). The General Purchase Conditions may be supplemented or amended by specific provisions of the Orders or Contracts, it being understood that although the latter shall prevail over the content of the General Purchase Conditions, the effectiveness of such supplements or amendments shall be limited to the specific Order or Contract. The Supplier consequently waives the application of any of its own general and particular conditions of sale, which shall therefore be deemed to be ineffective between the Parties.

Where the Parties have also entered into an agreement for supplies of a periodic character, these GPC shall supplement and apply also to the said documents, unless derogated. In the event of a conflict, the specifically agreed periodic supply agreements shall prevail over these GPC.

At its own discretion and in exceptional cases, Deroma is entitled not to avail itself of these GPC, without this constituting or being interpreted as a waiver of the right to avail itself of them subsequently.

1. DEFINITIONS. INTERPRETATION

1.1. In the context of these GPC and in the Orders and Contracts of which these GPC form an integral part, the following terms shall have the meaning respectively assigned to each of them below:

“**Affiliate(s)**” shall mean any legal person/entity directly or indirectly controlled by, controlling or under common control with such legal person/entity;

“**Good(s)**” shall mean all materials, machinery, products or any movable goods that are the subject of the specific supply, as expressly indicated in the Orders or in the Contracts, and shall also include all ancillary or complementary activities necessary for the correct and punctual performance of the services entrusted to the Supplier, including the delivery of all documents, attestations, declarations and/or certifications required by current national and EU regulations or for legal or commercial purposes (e.g. certificates of origin);

“**Control**” shall mean (i) in the case of a corporation, the ownership of more than 50 per cent of the voting shares of such corporation or, in the case of any other entity, the ownership of a majority of the exercisable voting rights of such entity or (ii) the power of a natural person or legal entity alone, or jointly with one or more persons or entities, directly or indirectly, to exercise a dominant influence over the management of the subsidiary, whether by virtue of its ownership interest in the share capital or by virtue of contractual or other arrangements. The terms “**Parent**” and “**Subsidiary**” shall have the same corresponding meaning;

“**Deroma**”: shall mean the company Nuova Deroma S.p.A., with registered office at Corso Magenta 84, 20123, Milan, Italy, Tax Code, VAT No. and registration with the Register of Companies of Milan Monza Brianza Lodi No. 11680260962 or its Affiliate(s) which has/have entered into Order(s) or Contract(s) with the Supplier;

“**Confidential Information**” shall mean, jointly: (i) Technical Information and Technical Specifications, (ii) any other information, commercial or otherwise, other than Technical Information and Technical Specifications, relating to Deroma, its materials, products, processes services and activities, provided, in whatever form, by and/or on behalf of Deroma to the Supplier and/or of which the Supplier has become aware in connection with the performance of the Contracts, (iii) the Results, and (iv) any notes, studies or other documents prepared by the Supplier containing or otherwise reflecting the Technical Information and/or the Technical Specifications, the information referred to in (ii) and the Results;

“Technical Information”: shall mean any type of technical information, not in the public domain, including, by way of example, drawings, technical and/or functional specifications, charts, models, samples, prototypes, methodologies, measuring instruments, databases, software, films, digital videos, photographs, provided, in whatever form, by and/or on behalf of Deroma to the Supplier and/or of which the Supplier has become aware for the production of the Goods or the provision of the Service;

“Parties” shall mean Deroma and the Supplier;

“Results” shall mean all inventions, knowledge, data, information of any kind, methods, specifications, know-how, software, photographic or filmed images, solutions, deliverables conceived, implemented or developed by the Supplier in performance of Order(s) or Contract(s);

“Service(s)”: shall mean the activities and services, also of intellectual nature, provided by the Supplier to Deroma and/or the works whose realisation is entrusted to the Supplier by Deroma;

“Technical Specifications” shall mean the drawings and technical and/or functional characteristics to be fulfilled by the Goods or Service.

1.2. The headings of individual paragraphs are inserted for convenience only and shall not affect the interpretation of these GPC. Any reference to a rule or provision of law (including those in applicable laws, regulations, directives, treaties) is a reference to it as amended, extended or referred to from time to time.

2. ACCEPTANCE OF ORDERS

2.1. The Order(s) become binding and irrevocable for Deroma from the moment the order confirmation duly signed by the Supplier for acceptance is received by Deroma.

2.2. Deroma may revoke the Order(s) if the Supplier does not return to Deroma the Order confirmation duly countersigned for acceptance of all conditions within 5 (five) days after receipt of the Order.

2.3. Deroma may refuse the supply until the Supplier has returned the Order confirmation duly countersigned as indicated above. By accepting the Order, the Supplier undertakes to supply the Goods and/or Service in compliance with the Technical Specifications referred to therein. Before commencing the supply of the Goods or the provision of the Service, the Supplier shall report any need for variation with respect to the requirements of the Technical Specifications. In this case, supplies and/or Services may only start after Deroma has accepted in writing the variations proposed by the Supplier.

3. NON-TRANSFERABILITY OF CONTRACTS AND CREDITS - PROHIBITION OF MANDATE FOR COLLECTION

3.1. The Contract(s), the Order(s) and the receivables arising therefrom are not assignable by the Supplier, nor it is possible to issue mandates for their collection; any amendment or supplementation to the Contracts and the Orders must be in writing under penalty of nullity and will be limited to the particular case for which it is agreed. On the other hand, the Contract(s), the Order(s) and the receivables arising therefrom are assignable by Deroma to its Affiliates.

4. APPLICABLE LAW AND JURISDICTION

4.1. The Orders and the Contracts are governed in all aspects by the law of the country where the registered office of the Deroma company holding the contractual relationship with the Supplier is established. Any dispute that may arise in connection with or as a result of the Services and/or the Contracts, their effectiveness, validity, execution, interpretation, termination and cessation, as well as any relationship inherent to or connected with the Services and/or the Contracts, and any related give and take reason, shall be submitted to the exclusive jurisdiction of the Court of the place where the registered office of Deroma company that holds the contractual relationship with the Supplier is established.

5. INFORMATION SECURITY

5.1. The Supplier undertakes to adopt appropriate technical and organisational security measures, based on current industry standards, to safeguard Confidential Information and the Goods and/or Services supplied to Deroma. Deroma shall be entitled to notify the Supplier of any security conditions or measures it deems necessary which the Supplier hereby undertakes to adopt.

5.2. Deroma has the right to verify at any time, directly or through third parties, the Supplier's correct fulfilment of all obligations under this article. In this regard, the Supplier grants Deroma the right to access its premises, directly or via third parties, in order to verify its compliance with the provisions of this article.

6. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

6.1. During the performance of the Services, the Supplier undertakes to scrupulously comply with all laws and regulations applicable to the performance of the Service(s) entrusted to it and in particular undertakes to (a) to assume all responsibilities related to the Services entrusted to it and guarantees to have at its disposal specialised personnel suitable for the purpose; (b) to implement, for the performance of the Service, all technical, organisational and equipment measures provided for or prescribed by the applicable accident-prevention regulations, both for the purpose of safety and hygiene at work of its own technicians and workers, and for the purpose of the safety of persons, plant and property of Deroma and third parties' in compliance with the applicable legislation (c) to keep in force for the entire duration of the Order(s) and/or Contract(s) the insurance policies of which the Supplier has given a copy to Deroma and any insurance policies entered into at Deroma's request; (d) to report any changes in relation to the information provided to Deroma concerning its company ownership, the Supplier's shareholding structure and its company organisation (e) to guarantee that the personnel it will use for the performance of the Services (i) are, and will be, in compliance with the provisions of the law on wages, contributions, taxes, social security and insurance provisions, as well as with all the regulations in force concerning employment relationships (laws, regulations and C.C.N.L. [National Collective Labor Agreement]/collective agreements), para-subordinate or collaborative relationships and (ii) must be qualified for the work to be carried out; (f) to appoint its own contact person for the relationship with Deroma, who can be contacted for the entire duration of the contractual relationship with the latter, and whose name must be communicated in writing before the start of the provision of the Service(s).

6.2. If the Supplier is called upon to provide Service(s) at Deroma's factories, laboratories, warehouses or offices, the Supplier undertakes to (a) ensure that its employees comply with Deroma's company regulations and safety procedures; (b) comply with all precautions and prohibitions in force to prevent fire hazards; (c) assume sole responsibility for claims and damages of any nature, directly or indirectly caused by its employees and its activities to Deroma's employees or property in general, expressly relieving and holding Deroma harmless from any and all liability, costs, charges or claims of third parties in this regard.

6.3. Deroma reserves the right to verify, at any time and by any reasonable and appropriate means, the Supplier's compliance with the provisions of the previous article. To this end, Deroma may carry out inspections at the Supplier's premises or at the places where the Services are performed, as well as having the right to exercise the rights of inspection under this article at any time and up to 3 (three) months after termination of the Contract, by sending a special request to this effect by registered letter with return receipt or by certified e-mail to the Supplier. In the event of: (i) failure to send the documentation requested by Deroma within the prescribed terms, and/or (ii) failure to regularise the payments due by the Supplier, Deroma may terminate the Contract(s) and/or the Order(s) pursuant to article 1454 of the Italian Civil Code by registered letter or by certified e-mail, if the Supplier fails to comply within the term indicated in said notice, without prejudice to compensation for damages.

7. PROHIBITION OF SUB-SUPPLY AND SUBCONTRACTING

7.1. Except with Deroma's prior written authorisation, the Supplier is expressly forbidden to subcontract to third parties, even partially, the manufacture of the Good(s) and/or the provision of the Service(s) covered by the Order(s) or Contract(s). In the event of Deroma's authorisation to subcontract, the Supplier shall ensure (with this also guaranteeing the fulfilment pursuant to art. 1381 of the Italian Civil Code) that the subcontractor(s) comply with all the provisions of these GPC.

8. FORCE MAJURE

8.1. Failure to perform its obligations under the Order(s) and Contract(s) by either Party that is prevented by objective circumstances that are unforeseeable and beyond its control shall not constitute non-performance of its obligations. Events of force majeure shall in this respect be deemed to be wars, fires, floods, general

strikes, lockouts, embargoes and orders of public authorities not directly or indirectly resulting from a breach by the Supplier of its contractual obligations. A Party that is prevented from performing its obligations by an event of force majeure shall immediately notify the other Party and shall take all reasonable measures to overcome such impediment and continue the performance of its contractual obligations.

9. CODE OF ETHICS and ESG

9.1. Deroma has adopted the Deroma Group Code of Ethics, which is available at the following website www.deroma.com/en/area-policy. Business relations between Deroma and the Supplier must always be inspired by this Code. Any conduct contrary to this Code of Ethics may result in the immediate termination of the relationship with the Supplier, without prejudice to compensation for any damages caused to Deroma.

9.2. The Supplier undertakes to comply with the provisions set out in the Code of Ethics referred to in the preceding paragraph and in Deroma's Sustainability Policy, available at www.deroma.com/en/area-policy, in particular with regard to:

- Environment: sustainable management of natural resources and reduction of environmental and energy impacts, in line with the United Nations Sustainable Development Goals relating to the fight against climate change;
- Health and Safety: protection of the health and safety of all persons directly or indirectly involved in the performance of the Contract, including workers within its supply chain;
- Human Rights and Diversity: promotion of diversity, inclusion, and absence of any form of discrimination or violence based on gender, race, religion, age, sexual orientation, or disability;
- Supply Chain: ensuring compliance with the obligations set out in this paragraph by its subcontractors, suppliers, and business partners.

9.3. Deroma shall be entitled to request, and the Supplier shall be obliged to provide upon request, certifications and/or periodic reports demonstrating compliance with ESG standards.

9.4. In the event of a breach of the obligations set out in this article, the Parties shall cooperate in establishing a corrective action plan within 10 days. Should the Supplier fail to comply with the corrective action plan within the deadlines specified therein, Deroma shall be entitled to terminate the Contract(s) and/or Purchase Order(s) pursuant to Article 1454 of the Italian Civil Code by registered letter or certified email (PEC), without prejudice to its right to claim damages.

10. INTELLECTUAL PROPERTY - CONFIDENTIAL INFORMATION

10.1. The Supplier acknowledges and recognises that Deroma is the owner of the Confidential Information and holder of any related intellectual property rights. The Supplier is obliged to: (a) keep the Confidential Information secret and not disclose it to any third party; (b) put in place all reasonably necessary and appropriate measures and precautions to prevent unauthorised disclosure and use of the Confidential Information (c) at the end of the supply, or even earlier at Deroma's request, to immediately return all documents containing Confidential Information and/or any other data of Deroma and to destroy and/or delete any copy thereof whether in paper form or on any other medium (including any electronic medium), it being understood that the Supplier shall, within 30 (thirty) days of Deroma's request, deliver to Deroma a certification attesting to the fact that the above-mentioned documents and/or reproductions have been destroyed and/or deleted, unless the applicable law requires them to be kept (d) to use Confidential Information only to the extent necessary for the performance of the Contracts; (e) not to reproduce or copy Confidential Information except to the extent expressly authorised by Deroma (f) not to patent any information or data contained in the Confidential Information; (g) to limit the dissemination of Confidential Information within its organisation to only those employees whose duties justify the need to know such Confidential Information; (h) to inform employees within its organisation who become aware of the Confidential Information of the confidentiality commitments relating thereto (i) not to develop for third parties and/or supply to third parties, for any reason whatsoever, directly or indirectly, products made using the Confidential Information; (j) to impose and guarantee compliance with the obligations arising from this article on any third party to whom the Supplier must transmit the Confidential Information as part of the performance of the Contracts, it being

understood that the Supplier shall be liable towards Deroma for any breach of the obligations arising from this article with respect to the Confidential Information committed by said third party.

10.2. Neither these GPC nor the disclosure of Confidential Information provided for herein shall be construed as giving the Supplier any rights to licences on patents, patent applications or any other industrial property rights on information and data included in the Confidential Information.

10.3. Regardless of the duration of the contractual relationship with the Supplier, with respect to each piece of Confidential Information received, the Supplier's obligations under this article shall cease to be effective when all Confidential Information become public knowledge due to facts not attributable to the Supplier.

11. INDUSTRIAL PROPERTY OF THE SUPPLIER

11.1. The Supplier warrants that the Goods supplied by it and their components as well as (insofar as applicable) the works realised by it for Deroma, the use of the Services supplied (in both cases, even if subsequently processed by Deroma or by third parties on behalf of Deroma) do not involve any infringement of third parties' industrial or intellectual property rights, the Supplier shall assume the burden of prompt settlement of any claims by third parties who assume that their industrial or intellectual property rights have been infringed due to Deroma's possession or use, as the case may be, of the Good(s) and/or Service(s), and shall in any case hold Deroma harmless from such claims.

11.2. Unless otherwise agreed in writing, the Supplier waives his right to assert against Deroma, its successors of any kind including successors in the business unit or part thereof, its customers and licensees (as well as against the customers and licensees of the latter), any industrial property rights it may have in the Good(s) or Service(s).

11.3. Unless expressly indicated to the Supplier prior to the finalization of Orders and Contracts, it shall be understood that the Goods are free for export to the country - indicated in the Order or Contract itself - where delivery is to take place.

12. RISK AND TITLE - DELIVERY AND ACCEPTANCE

12.1. **Delivery.** The Incoterms® 2020 referred to in the Order or in the Contracts shall apply to ascertain compliance with the delivery terms and to transfer the risk for total or partial damage or loss of the Good(s) from the Supplier to Deroma. The packaging and transport of the Good(s) must be carried out with every care to protect it from damage.

12.2. **Transfer title and acceptance.** Ownership of the Good(s) shall be deemed transferred to Deroma upon transfer of risk as provided for in Incoterms® 2020, for the specific agreed mode of delivery. Ownership of the work carried out in performance of the Service(s) shall be deemed transferred to Deroma upon acceptance by Deroma.

12.3. **Place and time of delivery.** The Supplier must punctually comply with the delivery deadlines stated in the Orders and Contracts (which are to be regarded as essential in Deroma's interest), in respect of which neither delays nor early deliveries are permitted.

Deroma is entitled to return the delivered Goods, if any, received before the agreed time, at the Supplier's expense or to charge the latter for storage costs and financial charges relating to the period of early delivery.

12.4. **Delayed delivery.** In the event of delay in the delivery of the Good(s) and/or provision of the Service(s), Deroma shall be entitled to apply a penalty for delay equal - unless otherwise agreed in the Order(s) or Contract(s) - to 1% per full week of delay up to a maximum of 20% of the price of the non-delivered Good(s) or Service(s) not completed within the agreed time limit. In addition to the above penalty, Deroma shall be entitled to full compensation for any damage caused to it directly or indirectly, including, but not limited to, damages for loss of production resulting from the delay in delivery of the Good(s) or completion of the Service(s).

13. PRICES AND PAYMENTS

13.1. Unless otherwise agreed upon in writing, the prices stated in Orders and Contracts shall be considered fixed and not subject to any revision. The prices agreed upon between the Parties shall also automatically apply to subsequent supplies or services. Any price changes shall be agreed upon in advance in writing.

13.2. The Supplier expressly acknowledges that all invoices to be issued by it shall mandatorily bear the purchase order number issued by Deroma in connection with the supply of the respective Good and/or Service.

13.3. In the case of Goods, packing lists and invoices shall indicate, in addition to the data required by law (where applicable): article code, packaging, number of pieces, unit weight and total net weight of the shipment, customs code of the goods (where applicable), order number, Supplier identification code, total quantity shipped, number of packages, Supplier tax code, unit of measurement. The payment shall be made within the terms agreed between the Parties, against the issue of a regular invoice by the Supplier. Payment for Goods and/or Services supplied without any documents required to guarantee the legality and conformity of the supply and/or service shall be due only after receipt of said documents.

13.4. In no event shall payment be considered as acceptance of the supply and/or performance, nor shall it in any way prejudice any disputes and/or exceptions on the part of Deroma concerning the proper performance of the same by the Supplier.

14. TERMINATION

14.1. In the event of non-fulfilment by the Supplier of its obligations under the Order(s) and/or Contract(s), Deroma may, without prejudice to the further remedies provided for by the same for specific cases, give written notice to the Supplier to fulfil its obligations within 15 (fifteen) days from receipt of the relative notice, with notification that, once this period has expired in vain, the contractual relationship shall be considered terminated.

14.2. In addition to the provisions of the preceding article, Deroma may terminate the Contract(s) and/or the Order(s) at any time by written notice to the Supplier and with effect from the date Deroma shall indicate in the same notice, if any of the following events occur by or against the Supplier (a) liquidation or subjection to any insolvency proceedings; (b) attachment, seizure or protests or subjection to precautionary measures; (c) breach of confidentiality obligations under Article 10; (d) association or subjection to any form of control, even indirectly, of a competitor of Deroma; (e) breach of prohibition of subcontracting (f) breach of obligations under Article 3.1 (non-transferability and prohibition of mandates for collection); (g) non-fulfilment of legal obligations with regard to the remuneration, both regulatory and economic, as well as social security, welfare and insurance treatment of its employees; or (h) non-fulfilment of contractual obligations due to a force majeure event that lasts for a continuous period of more than 15 working days.

14.3. Deroma may also terminate each Order(s) and/or Contract(s) by 30 (thirty) days' prior written notice sent to the Supplier if an unforeseeable event occurs that makes the execution of Order(s) or Contract(s) significantly more onerous for Deroma. The termination pursuant to this article and in any other case, does not affect the Supplier's confidentiality obligations, which will survive said termination.

15. QUANTITY AND QUALITY

15.1. **Duration.** Unless otherwise provided for in the Order(s) and/or Contract(s), the Supplier guarantees the suitability for use of the Good(s) supplied for a minimum period of 24 (twenty-four) months from the time of delivery.

15.2. **Quantities.** If the quantities of Good(s) delivered do not conform to the volumes agreed in the Order(s) or Contract(s), Deroma may, at its discretion (a) accept the quantities actually delivered and make equal variations in the quantities of any subsequent deliveries; (b) request that the Supplier takes back the quantities in excess of those ordered, with the right to return them directly at the Supplier's expense and risk and to charge the Supplier for any payment already made and storage costs if the latter does not do so promptly (c) have the Supplier immediately send the missing quantities of goods, charging in any case the charges and expenses resulting from the Supplier's default. Deroma shall exercise the aforementioned rights within 3 (three) months from the date of delivery of the Good(s).

15.3. **Quality.** The Supplier warrants that the Good(s) delivered and the Service(s) provided will be free from defects and in conformity with the Technical Specifications. The Good(s) delivered and the Service(s) provided shall be considered defective if: (a) they do not comply with the requirements of the Order(s) and/or Contract(s), or (b) they do not comply with the characteristics of the samples and/or prototypes delivered by the Supplier, or (c) they are not suitable for the use for which Deroma intended to use them.

15.4. Deroma has the right to conduct inspections at the Supplier's premises both for the possible verification of the Good(s)/Service(s) or acceptance of the Good(s)/Service(s) and on the quality system implemented within the Supplier's organisation.

15.5. Without prejudice to any rights Deroma may have under the Order(s) and the Contract(s), as well as under the law, the Supplier shall, at Deroma's request and within a reasonable period set by Deroma, repair or replace the defective Goods or render the Service in accordance with the applicable Order or Contract. If the Supplier fails to do so, Deroma may, alternatively and at its own discretion, (i) terminate the Contract(s) or Order(s), (ii) obtain a reasonable reduction in the price of the defective Good(s) or Service(s), or (iii) if only part of the Good(s) or Service(s) is/are defective, have a third party of its choice and at the Supplier's expense supply only the defective Good(s) or provide only the non-conforming Service(s).

15.6. If Deroma decides to undertake a recall or replacement campaign for its products due to defects in the Goods supplied by the Supplier in accordance with the provisions of the applicable regulations, the Supplier shall in such case indemnify Deroma against any actions, claims of third parties in this regard as well as against all costs, charges and expenses necessary for the implementation of the recall or replacement campaign.

15.7. **Insurance.** The Supplier shall, at its own expenses, enter into an insurance policy (with a leading insurance company and with deductibles and ceilings defined at normal market conditions) to cover its liability for damages to third parties for any reason whatsoever, including manufacturer's liability, arising from the execution of the Orders and/or Contracts. The Supplier shall deliver to Deroma a copy of the aforementioned insurance policy.

15.8. **Indemnification.** The Supplier undertakes to indemnify and hold Deroma and its representatives harmless against any loss, claim, cost or expense (including legal defence costs) of Deroma or its representatives arising out of or in connection with any non-performance and/or any breach of the Contract(s) and/or Order(s) or in any case in connection with the supply and/or use of the Good(s) and/or performance of the Service(s) by the Supplier. The Supplier warrants, indemnifies and holds Deroma harmless from any prejudice, expense (including any penalties imposed by law), cost, damage that may be caused to Deroma as a result of the Supplier's breach of the obligations under article 6, as well as from any claims, including those aimed at obtaining or assuming the recognition of employment relationships or any other type of relationship with Deroma, against Deroma itself by the Supplier's employees (or other personnel, including those with contracts of a different nature) or their heirs and/or assignees and/or third parties, including public bodies and authorities, for salaries, allowances, social security and/or welfare payments and anything else provided for by current legislation, including penalties imposed by any body or authority, in relation to the employment relationship in place with the Supplier or its termination.

16. IMPORTED GOODS

16.1. The Supplier undertakes to inform Deroma about the place of production and the customs origin of the delivered Goods and to make sure that the indications concerning this origin are correct and in accordance with the applicable regulations on the Good, the packaging and/or on the related documentation.

16.2. The Suppliers declare and warrant that all Goods imported or intended for import into a customs territory other than that of production comply with all regulations applicable in the territory of destination and, by way of example only, with reference to the customs territory of the European Union, the Goods

- are not listed under the Council Regulation (EEC) No 338/97 of 9 December 1996 as amended by Regulation (EEC) No 407/09 of 14 May 2009 on the protection of species of wild fauna and/or flora by regulating trade thereof (Washington Convention / CITES)
- are not included in the list of goods under the Council Regulation (EEC) No 3911/92 of 9 December 1992 as amended by Regulation (EEC) No 116/2009 on the import of cultural goods.
- are not listed under Council Regulation (EEC) No 1236/2005 of 27 June 2005 concerning trade of certain goods which could be used for capital punishment, torture or other cruel, inhuman or degrading treatment or punishment
- do not contain any of the "controlled substances" listed Annex I as well as the "new substances" listed in Annex 11 Parts A and B of Regulation (EEC) No 1005/2009
- are not covered by Regulation (EC) No 2037/2000 of the European Parliament and of the

Council of 29 June 2000 on substances that deplete the ozone layer

- do not contain overtaxed products (mineral oils-alcohol) nor narcotic and/or psychotropic substances
- The products are not subject to the provisions of Regulation (EC) No 1013/2006 on shipments of waste, as amended.
- do not contain fluorinated greenhouse gases, or whose functioning depends on such gases, listed in Annex II of Regulation (EC) No 842/2006
- are not among the seal products in accordance with Reg. 737/2010
- do not include products containing cat and dog fur in accordance with EC Reg. no. 1523/2007 as amended
- are not affected by the labelling requirements for fluorinated greenhouse gases set out in Article 12(1) of EU Reg. No. 517/2014
- do not fall within the scope of EU Reg. No. 573/2024 on fluorinated greenhouse gases;
- do not fall within the scope of EU Reg. No. 848/2018 as amended on organic production and labelling of organic products;
- are not materials and articles intended to come into contact with foodstuffs as per Regulation (EEC) No. 882/2004.

17. COMPLIANCE WITH LEGISLATION ON SANCTIONS

17.1. The Suppliers declare and warrant that the supply is not a breach of any applicable legislation on sanctions and that they have taken adequate measures to ensure that none of their direct and indirect shareholders, directors, employees, representatives, agents and/or any other persons acting on their behalf are persons and/or belong to groups or entities subject to sanctions, freezing of assets and/or prohibition of making funds and/or economic resources available on the basis of applicable legislation.

17.2. With reference to the legislation applicable to the European Union, the Suppliers declare and warrant that none of the direct and indirect shareholders, directors, employees, representatives, agents and/or any other person acting on behalf of the Supplier is a person and/or belongs to any group or entity subject to sanctions, freezing of assets and/or prohibition of making funds and/or economic resources available on the basis of the applicable EU legislation and/or is listed in the lists of sanctioned persons made available by the European Commission at <https://webgate.ec.europa.eu/fsd/fsf/#!>

18. MISCELLANY

18.1. Any notice concerning these GPC, the Order and the Contract shall be in writing and delivered by post or *e-mail* to the addressee at the address indicated in the Contract or at the address communicated in writing by one party to the other.

18.2. Should individual provisions of these GPC be wholly or partially null and void, invalid, illegal or inapplicable, this shall not affect the effectiveness of the other provisions and the remaining parts of the other provisions. In such a case, these GPC shall be effective towards the Parties with the exclusion of the invalid, illegal or inapplicable provision.

18.3. The forbearance of Deroma in connection with the Supplier's failure to strictly perform any provision contained in these GPC shall not be regarded as a waiver of Deroma's exercise of any of its rights, existing or future, in connection with that provision.

18.4. The business relationship between Deroma and the Supplier does not create an agency, *partnership*, *joint venture* or employment relationship between the Parties. Neither Party has the authority to act for or on behalf of the other in any way.

18.5. These GPC are valid indefinitely and are subject to change by Deroma at any time without notice.

19. INFORMATION ON THE PROCESSING OF PERSONAL DATA (Art. 13 EU Regulation 2016/679 - General Data Protection Regulation)

19.1. Deroma, for the sole purpose of managing the supply/purchase contractual relationship(s), processes personal data concerning the Supplier (in the case of sole proprietorship, entrepreneurs or professionals) and

their representatives, executives, employees and collaborators, knowledge of which, although not compulsory, is necessary to establish and execute the contractual relationship(s), to fulfil the related obligations and to exercise or defend any rights. The provision of personal data is therefore necessary for such contractual activities, which, without the data, could not be initiated and performed properly. This data is stored in paper and computer files managed by companies in Deroma group for the duration of the contractual relationship and for the time required by law for administrative and accounting purposes, without prejudice to the need to store it for further periods for defence purposes. These data will be known by authorised Deroma personnel and transmitted only to those who intervene in the Deroma business process and process them in fulfilment of specific legal obligations, as well as to companies which, as data processors, carry out technical and organisational support activities, and to companies which, as autonomous data controllers, carry out environmental, social and governance assessment support activities, at Deroma's request. The interested party may exercise the rights envisaged by art. 15 et seq. of the RGPD (such as: knowing at any time his personal data and how they are used, having them updated, rectified, cancelled, requesting their blocking or opposing their processing for legitimate reasons, exercising the right to data portability) by contacting Deroma company with which the Supplier has the Order/Contract, by sending a communication to the following e-mail address [info@deromagroup.com] or to the registered office. Finally, the interested party's right to lodge a complaint with the Data Protection Officer for the possible protection of his personal data and rights remains unaffected. The Supplier warrants to Deroma that its representatives, exponents, employees and collaborators have received appropriate information on the processing of personal data for the purposes connected with the performance of the activities that are the subject of the contractual relationship, and that their personal data may be lawfully used by Deroma for these purposes, in the terms indicated above.

20. Compliance with Legislative Decree N. 231/2001

20.1 The Supplier declares to be aware of the provisions of the Legislative Decree No. 231/2001 and to have reviewed the code of conduct pursuant to the Legislative Decree No. 231/2001, which forms part of the Organization, Management and Control Model adopted by NUOVA DEROMA S.p.A. on 17 October 2024 and is available on the website www.deroma.com, documents published in excerpt by the same at the website: www.deroma.com.

20.2 The Supplier therefore undertakes — including pursuant to Article 1381 of the Italian Civil Code, on behalf of its directors, shareholders, managers, employees, collaborators and any other third party acting on its behalf — to refrain, in performing the activities under the Contract, from engaging in acts or omissions that violate the above-mentioned code of conduct 231 and/or acts or omissions, including mere attempts, that constitute any of the offences giving rise to liability under Legislative Decree No. 231/2001.

20.3 With respect to the above obligations undertaken by the Supplier as specified above, NUOVA DEROMA S.p.A. and the Supplier agree that any breach of the above obligations, as well as the commission, even as an attempted act, of any of the offences contemplated by Legislative Decree No. 231/2001, shall entitle NUOVA DEROMA S.p.A. to:

- call the Supplier to order and demand compliance;
- suspend performance of the Contract and simultaneously order a peremptory deadline within which the effects of the contested breach must be fully remedied, failing which the Contract shall be terminated ipso iure;
- immediately terminate the Contract pursuant to Article 1456 of the Italian Civil Code, or immediately withdraw from the Contract for just cause and/or suspend its performance, irrespective of the commencement of any legal proceedings for the aforementioned violations and/or their outcome.

All of the above shall be without prejudice to compensation for damages suffered and to be suffered.

NOTE: The submission of any Order Confirmation, in any form and by any means, including electronic means, shall serve, for all intents and purposes, as the Supplier's acceptance of these GPC, as well as the Supplier's specific acceptance, pursuant to Articles 1341 and 1342 of the Italian Civil Code, of the following provisions of these GPC:

1. Applicability
2. Acceptance of Orders
3. Non-Transferability of Contracts and Credits - Prohibition of Mandate for Collection
4. Applicable Law and Jurisdiction
5. Information Security
6. Obligations and Responsibilities of the Supplier
7. Prohibition of sub-supply and subcontracting
9. Code of Ethics and ESG
10. Intellectual Property – Confidential Information
12. Risk and Title - Delivery and Acceptance
13. Prices and payments
14. Termination
15. Quantity and Quality
- 15.7 Insurance
- 15.8 Indemnification
- 16 Imported Goods
17. Compliance with Legislation on Sanctions
20. Compliance with Legislative Decree N. 231/2001