

**GENERAL SALE CONDITIONS FOR PROFESSIONAL CUSTOMERS (B2B) APPLIED BY
NUOVA DEROMA S.p.A.****1. APPLICABILITY**

- 1.1 These Business to Business General Conditions (“GC”) shall apply to all Orders for Products sold or intended to be sold by Deroma in any region of the world to customers qualifying as “Professionals” operating in the course of their business or professional activity as of January 1, 2025. Deroma and the Buyer will hereinafter be jointly referred to as the “**Parties**.” Where the Parties have entered into a specific supply agreement, including a periodic supply agreement, or distribution agreement, these GC shall supplement and shall apply also to the said business relationship, unless expressly waived. In case of conflict, the specific supply agreement shall prevail over these GC.
- 1.2 Deroma reserves the right to change these GC, in whole or in part, at any time and without prior notice. These GC will be communicated to the Buyer prior to the conclusion of a Contract and, in the event that this is not possible, Deroma will inform the Buyer, prior to the conclusion of the Contract, about the possibility of viewing the GC at the following website www.deroma.com, so that they can be downloaded and subsequently consulted. At its discretion and in exceptional cases Deroma is entitled not to avail itself of these GC, without this integrating or being construed as a waiver of the right to avail itself of them subsequently.

2. DEFINITIONS

- 2.1 In these GC and in the purchase contracts of which these GC are an integral part:

Buyer means natural person or legal entity that proceeds to purchase Products or that acts in the name or on behalf of a natural person or legal entity that proceeds to purchase Products for purposes referable to its (including future) commercial, industrial, handicraft or professional activity, as a buyer. Therefore, it is not a natural person client qualifying as a “Consumer” under Legislative Decree no. 206/2005 and subsequent amendments and integrations.

Contract means the purchase contract referred to in Article 4.3.

Deroma means Nuova Deroma S.p.A., with registered office at Corso Magenta 84, 20123, Milan, Italy, Fiscal Code, Vat number and registration with the Register of Companies of Milan Monza Brianza Lodi no. **11680260962**.

Order means an order sent by the Buyer to Deroma in writing (by ordinary e-mail, certified e-mail, fax, EDI or other computerized means) or through Deroma’s agents, representatives and trade assistants (including by the above computerized means), which has been accepted by Deroma. The Buyer undertakes to indicate in the Order (i) the EAN code; and (ii) the quantity of the Products using “pieces” as the unit of measurement. These GC shall be deemed accepted by the Buyer, even if not signed and/or deviating from any general or particular terms and conditions of purchase prepared by the Buyer. Any contrary or divergent conditions or any other limitation contained or printed in the Buyer’s offer or other documentation shall not be recognized unless Deroma has expressly approved them in writing on a case-by-case basis.

Bundle/Box Order means an Order of Products sold by Deroma in bundle packages or boxes, to be considered minimum and mandatory units of sale. The Bundle/Box Order will be handled automatically by Deroma in the system as follows:

- Pieces ordered less than or equal to bundle = 1 bundle/box
- Pieces ordered less than 1.5 bundles = 1 bundle/box
- Pieces ordered more than or equal to 1.5 bundles = 2 bundles/boxes-and so on for larger quantities.

Example: BUNDLE/BOX of 8 pieces.

Pieces ordered less than or equal to bundle = 1 bundle [e.g. order of 6 pieces, the Order will be generated with quantity 1 bundle = 8 pieces]

Pieces ordered less than 1.5 bundles = 1 bundle [e.g. order of 11 pieces, the Order will be generated with quantity 1 bundle = 8 pieces]

Pieces ordered equal to or more than 1.5 bundles = 2 bundles [e.g. order of 12 pieces, the Order will be generated with quantity 2 bundles = 16 pieces]

The principle of adjustment to the bundle or box unit will also be applied by Deroma for quantities greater than those exemplified above.

Deroma will reject any claims from the Buyer relating to the quantities of the Products subject to a Bundle/Box Order modified by Deroma in consistence with the above exemplified principle of adjustment to the bundle or box unit.

Mix Pallet/Display Pallet/Mini Pallet Order means an Order of Products sold by Deroma in Mix Pallet/Display Pallet/Mini Pallet. The Buyer agrees to indicate in the Mix Pallet/ Display Pallet/ Mini Pallet Order (i) the EAN code of the Pallet; and (ii) the Pallet quantity. The Buyer acknowledges and agrees that any Mix Pallet/Display Pallet/Mini Pallet Orders bearing (i) the EAN code of the individual component; and (ii) the quantity of the individual components will be handled by Deroma as pick & mix Orders.

Bulk Item Order means an order for Products sold by Deroma with respect to which the number of bulk items coincides with or exceeds the number of items in the respective Pallet. Deroma reserves the right to modify the Bulk Item Order by adjusting the Product's sales code that it considers, at its sole discretion, to be more appropriate for the Bulk Item Order, without, however, changing the number of items covered by the Bulk Item Order.

Product means the goods purchased or that the Buyer intends to purchase, which are the subject of a Contract.

3. GENERAL HINTS. MINIMUM QUANTITIES. SCOPE OF APPLICATION. BUYER RECORD. PRODUCT CHARACTERISTICS

- 3.1 The offer and sale of Deroma's Products are governed exclusively by these GC. These GC may not be amended unless Deroma has expressly approved the amendments in writing in the individual Contract. The Buyer's terms and conditions, including those contained or printed in the Buyer's offer or other documentation thereof, are not recognized by or shall have any legal effect whatsoever against Deroma unless they are expressly defined as binding in writing by Deroma.
- 3.2 Deroma reserves the right to change, upon notice to the Buyer, the characteristics of the Products and prices. Deroma will use reasonable commercial efforts to supply to the Buyer the Products in the quantities specified in the individual Contract. Deroma reserves the right to set a "Fix Order Quantity," which shall constitute the minimum value and/or quantity of Products per individual order to be supplied to the Buyer. The "Fix Order Quantity" set by Deroma may be modified exclusively

by Deroma, at its sole discretion and following an assessment of the specific circumstances of the case. Orders will be accepted for quantities equal to or greater than Euro 550.00 (five hundred and fifty/00) in the case of Product delivery within the Italian territory. Quantities ordered below the minimums indicated above will necessarily result in the Buyer being charged for shipping costs, which may vary depending on the destination.

- 3.3 Deroma's quotations are non-binding and do not constitute a sales offer. Buyer's purchase plans and forecasts not contained in the Orders accepted by Deroma, as well as discussions, negotiations and other indications relating to the supply of the Products are to be considered non binding on Deroma and not enforceable.
- 3.4 The Buyer who intends to place purchase orders agrees, in advance, to provide all the information necessary for Deroma to complete the relevant buyer record.
- 3.5 The products presented in Deroma's brochures and catalogues are for promotional and illustrative purposes only and are merely indicative.
- 3.6 The Buyer agrees to resell the Products for resale exclusively in its own business establishment and not to use the e-commerce sales channel directly and/or indirectly by means of third-party platforms and/or sites without prior authorization from Deroma.

4. ACCEPTANCE OF ORDERS

- 4.1 The Buyer's orders become binding on Deroma upon express acceptance by Deroma. The Buyer acknowledges that the acceptance of an order by Deroma is subject to prior verification of Buyer's solvency and does not imply an obligation on Deroma to accept future orders from the Buyer.
- 4.2 The Order accepted by Deroma cannot be cancelled by the Buyer except with the express consent of Deroma.
- 4.3 Upon Deroma's acceptance of the Order, a purchase contract ("**Contract**") is concluded. The accepted Order and these GC (which form an integral part of the Order and which the Buyer, by sending the Order to Deroma, accepts in full and without reservation) form an integral part of each Contract. In the event of a conflict between these GC and a provision of the accepted Order, the provision of the accepted Order shall prevail over the provision of these GC.
- 4.4 The execution of the Order accepted by Deroma and/or the sending of the acceptance by Deroma does not under any circumstances constitute Deroma's acceptance of the Buyer's general purchase conditions and does not result in any modification of these GC.
- 4.5 By concluding the Contract, the Buyer unconditionally accepts and undertakes to observe in its dealings with Deroma the general conditions and payment conditions, declaring that it has read and it accepts all the indications provided by Deroma, also acknowledging that Deroma does not consider itself bound by different terms and conditions unless agreed in advance in writing.

5. PRICES. TERMS OF PAYMENT

- 5.1 The price of the Products shall be as per Deroma's official price list in effect on the day on which the order is placed by the Buyer – including through Deroma's agents. If different prices from Deroma's official price list are applied to individual accepted Orders, the agreed prices shall prevail, as they are the only ones applicable, overriding any other agreements.

- 5.2 Deroma reserves the right to change its official price list by promptly informing the Buyer in writing, or through Deroma's agents, representatives and commercial assistants, prior to the implementation of the new price list.
- 5.3 Under no circumstances may the Buyer suspend or delay the payment, including in case the Buyer raises a claim regarding the Products or the prices. Unless otherwise agreed in the Contract, Deroma reserves the right to change the Prices without notice. The price change will apply only to Orders submitted after the date of the change.
- 5.4 The prices of the Products being sold are set forth in the Contract ("**Prices**"). In the event that, during the time elapsed between the Order, the acceptance of the Order and the execution of the Contract, there are increases in production costs (including, without limitation, raw material and/or energy costs, changes in the price charged by sub-suppliers) resulting from circumstances beyond Deroma's control, Deroma shall have the right to increase the Price of the Products, in proportion to the increase suffered and as of the dates on which such increases occurred, upon written notice to the Buyer. In such event, the Buyer may terminate the Contract by written notice to be given to Deroma within 5 days from the price increase notice.
- 5.5 Deroma will invoice at any time following the delivery of the Products to the Buyer. Unless otherwise agreed, Prices are exclusive of VAT and other taxes as well as exclusive of any other taxes, duties, levies, tariffs or fees applicable upon delivery of the Products in addition to and concurrently with the payment of the Price. All charges for any additional services shall remain the responsibility of the Buyer.
- 5.6 The Buyer shall pay the amount for each Order within the payment term stated on the invoice. Payment is considered valid only if made directly to Deroma using the methods specified in the Order accepted by Deroma. Any payment made in a manner different from the agreed-upon method will not be considered valid by Deroma.
- 5.7 Deroma reserves the right to make the delivery of its Products contingent upon the payment of a deposit or advance payment of the invoice by the Buyer who does not offer sufficient financial security and/or has already defaulted on payments. The payment terms for the Price are peremptory. The Buyer will pay the Price to Deroma in the currency stated on the invoice, unless otherwise agreed in writing.
- 5.8 Containers used for delivery, storage or display of the Products are included in the Price, unless otherwise agreed. Containers are not to be returned to Deroma unless otherwise stated in writing in the quotation, Order acceptance or other documentation from Deroma.
- 5.9 The Buyer may not suspend the payment of the Price, offset or make deductions from the Price stated on the invoice or other amounts otherwise due without Deroma's express prior written approval.
- 5.10 Deroma reserves the right to reject the delivery of the Products to the Buyer in the event that Buyer owes Deroma any amounts due and unpaid.
- 5.11 Ownership of the Products passes to the Buyer upon full payment of the Price.
- 5.12 In the event of late payment, the late interest rate will be determined as per Legislative Decree 231/2002 and its subsequent amendments, without the of for a formal notice of default.
- 5.13 Payments will be considered correctly executed only when Deroma can freely dispose of the relevant amounts. If the Buyer fails to make payments correctly within the agreed terms, and in any case of Buyer's delay, without prejudice to any further damages, late payment interest will automatically

accrue in favour of Deroma at the legal rate pursuant to Legislative Decree no. 231/2002 and its subsequent amendments.

- 5.14 In any case, Deroma has the right to offset credits towards the Buyer (even in relation to different supplies) against any debts owed to the same Buyer.

6. SHIPPING, DELIVERY. COMPLIANCE AND COMPLAINTS. RETURNS

- 6.1 Shipments are subject to the DAP provisions of Incoterms® 2020, unless otherwise agreed in writing between the Parties and to the shipping terms stated in the specific Contract. Under no circumstances shall the Buyer be entitled to cancellation of the accepted Order due to a delay in the delivery terms.
- 6.2 In the event that shipping terms for the Products are not specified in the Contract, Deroma reserves the right to choose the route and type of shipment. Delivery terms for Products are intended to be approximate, non-essential and estimated by Deroma accurately but not binding on or guaranteed by Deroma.
- 6.3 Deroma shall not be liable for any loss or damage suffered by the Buyer caused by delays, non-delivery of Products (or any part thereof) and failure to deliver in the quantities requested. Deroma (i) will make deliveries in accordance with its production, procurement, and shipping needs, and (ii) may divide the Products of a single accepted Order into multiple deliveries or consolidate Products from different Orders into a single delivery.
- 6.4 The Products are packaged with standard, intact packaging suitable for loading onto transport vehicles and unloading onto the ground with appropriate and certified equipment; Deroma disclaims any responsibility for damages to the Products caused by improper moving or lifting carried out with incorrect manoeuvres or inadequate equipment.
- 6.5 Once the Products subject to the Order are received, the Buyer is responsible for checking the integrity and conformity of the Product with respect to the Order placed; only after such verification the delivery documents should be signed. The Buyer must note any dispute regarding the non-conformity of the Product on the delivery note and must subsequently notify Deroma in writing pursuant to Article 8.9 within 8 days from the date of receipt or from the moment the hidden defects are discovered during unpacking. After this period, in the absence of a written complaint to Deroma pursuant to Article 8.9, the Product will be deemed accepted.
- 6.6 Non-conforming Product (for example: Product code or quantity not corresponding to what was ordered, damaged Product) may be returned only with the express written authorization of Deroma. The Products must be made available within the terms indicated by Deroma, who will arrange for the carrier to collect the goods. The Product must be intact, with stickers, markings, labels and anything else originally affixed by Deroma on the Product itself. In any case, the Buyer is not entitled to request the termination of the Contract and/or compensation for damages in the event of non-conformity of the Product.
- 6.7 Deroma reserves the right to extend the delivery terms, without being in any way obliged to pay any indemnity in the following cases: (a) causes of force majeure such as, by way of example, strikes, lack or insufficiency of energy; (b) insufficiency, inaccuracies or delays on the part of the Buyer in sharing the information necessary for the execution of the accepted Order; (c) any changes accepted by Deroma after the receipt of the Order; (d) difficulties in the supply of raw materials. Deroma will promptly notify the Buyer of the occurrence and cessation of a force majeure event.

- 6.8 In the event that Deroma has to postpone the delivery of the Products with respect to the due date, at the request of Buyer or due to causes even indirectly attributable to the Buyer, all additional costs, such as storage, handling, transportation, etc., shall be borne by the Buyer.
- 6.9 Deroma also reserves the right to withdraw from the Contract if the delivery of the Products ordered is made impossible or otherwise more onerous due to causes beyond its control.

7. BUYER'S OBLIGATIONS

- 7.1 Unless otherwise and expressly agreed, the Buyer is responsible for complying with applicable laws and administrative regulations relating to the import, export, transportation, storage and warehousing of the Products. The Products shall be deemed accepted by the Buyer upon delivery, provided that the Buyer has had a reasonable time to inspect the Products.
- 7.2 The Buyer shall comply with all applicable laws, regulations, industry standards, and codes of conduct relating to the matters covered (explicitly or implicitly) by these GC.

8. LIMITED WARRANTY. COMPENSATION, EXCLUSION AND LIMITATION OF LIABILITY. CONSEQUENCES OF LIMITED WARRANTY

- 8.1 Deroma warrants that the Products received by the Buyer meet the Product specifications set forth in the accepted Order. Except for what expressly set forth in this clause and to the extent permitted by the applicable law, no warranties, either express or implied or otherwise operating, are made with respect to the Product sold under the Contract. Deroma shall be liable only for damages suffered by the Buyer resulting from intentional conduct or gross negligence. Any further liability of Deroma is excluded, if permitted by law. Any provision of these GC that excludes terms, conditions or warranties or limits a party's liability shall apply only to the extent permitted by law. No provision of the Contract may exclude or limit a party's liability for circumstances in relation to which the exclusion or limitation of liability is contrary to law.
- 8.2 Without prejudice to the provisions of Article 8.1, in the event that terms, conditions or warranties of these GC are to be replaced, in whole or in part, by legal terms, conditions or warranties, Deroma's liability towards the Buyer under such terms, conditions or warranties shall be limited, at Deroma's option, to replacement of the Product, payment of the replacement cost of the Product or payment of the value of the Contract net of VAT. Except for the provisions in the following paragraphs of this Article 8, in the event of a conformity-defect Deroma guarantees the replacement of the Products ascertained as defective and/or flawed and/or non-conforming at no additional expenses, or, if replacement is not possible, the return of the same with the issuance of a credit note or discount on the next Order. Any other form of warranty, express or implied, including by way of example any legal warranty, shall be deemed superseded by these conditions. Deroma disclaims any liability in the event of damage occurring directly or indirectly to Deroma Products or marketed by Deroma on behalf of third parties or to any other material of the Buyer, unrelated to a manufacturing defect.
- 8.3 Except for what expressly provided in these GC and to the extent permitted by law, Deroma shall not be liable towards the Buyer or any third party for indirect damages, damages unforeseeable at the time of entering into the Contract, consequential damages, losses (including losses in business opportunities, turnover, profits), costs and expenses.
- 8.4 The Buyer may not rely on any representations and warranties of Deroma relating to the Products made by an employee of Deroma before or after the conclusion of the Contract or otherwise and, in particular, but not limited to, any representation or warranty relating to the performance or fitness for purpose of the Product. Deroma shall not be liable towards the Buyer for any loss or damage

incurred as a result of such reliance unless such representation or warranty is specifically contained in a clause of the Contract and agreed upon in writing by an authorized representative of Deroma

- 8.5 Deroma nevertheless reserves the right to examine the Products actually flawed and/or defective and/or non-conforming, in order to assess the actual existence of the flaws, defects and/or non-conformities complained by the Buyer. At the same time as the complaint, the Buyer must therefore provide any information and documents useful for the aforementioned assessment, as requested by Deroma. The Products shall in any case be made available to Deroma or third parties appointed by Deroma for appropriate verification.
- 8.6 Deroma warrants to the Buyer that the Products (i) conform to what is set forth in the technical information contained in the accepted Order (ii) are free from manufacturing defects and/or in materials that make them unsuitable for the use for which goods of the same type are customarily intended, and (iii) are not lacking in essential qualities for said use (the “**Warranty**”). The Warranty shall be effective provided that: (i) any defects are reported to Deroma within a period of 1 (one) year from the date of delivery of the Products to the Buyer, pursuant to and for the purposes of Article 1495 of the Italian Civil Code; (ii) proof of purchase of the Product has been provided; (iii) any defects are caused by manufacturing and/or material defects; and (iv) the Product has been stored and used in full compliance with the characteristics and technical information provided by Deroma. Under penalty of expiration of the Warranty, the Buyer has the burden of reporting any defects and non-conformities, no later than 8 (eight) days from the discovery. No additional warranty other than that set forth in this Article 8 shall be granted by Deroma to the Buyer.
- 8.7 The acceptance of the Products by the shipper, the carrier, or any other party appointed by the Buyer for the pickup constitutes acknowledgment of the good condition of the packaging, and Deroma’s responsibility in this regard ceases at the time of delivery. The Buyer shall also check upon arrival that the Products conform to the accepted Order.
- 8.8 Deroma disclaims all liability for damages of any kind, whether direct or indirect, caused to things or persons that are not related to the use that could legitimately be expected at the time the Products were made.
- 8.9 The Buyer shall communicate any claim regarding Product non-conformity by e-mail to the following address: claims@deromagroup.com, enclosing the copy of the transport document, invoice and photos of the disputed Products and indicating the specific reference to the invoice number, transport number – DDT, Product code and disputed quantity.
- Complaints regarding any discrepancies from the accompanying transport documents, damages or shortages referable to the transport itself, must be communicated to Deroma by e-mail to the following address: claims@deromagroup.com within 24 hours from the receipt of the Products.
- 8.10 Obvious defects such as breaks, abrasions, scratches, or lack of conformity to quantity, quality, or aesthetic characteristics are presumed to be cognizable at the time of delivery.
- 8.11 Any dispute regarding defects, faults, or lack of conformity raised by the end user or the Buyer for recourse against the claims coming from their assignees, submitted after the aforementioned Warranty period, shall be the sole responsibility of the Buyer, excluding any right of recourse or indemnity. Replacements made under the Warranty do not extend or renew the duration of the Warranty.
- 8.12 The Warranty does not operate if the warnings and requirements given or expected according to a normal standard of care have not been observed.

- 8.13 Any other right or remedy provided by law, in particular but not limited to articles 1490, 1497, 1512 of the Italian Civil Code is excluded; compensation for damages is in any event excluded, except in the case of wilful misconduct or gross negligence of Deroma. To the extent permitted by the applicable law, the provisions of this Article 8 shall in any event constitute Buyer's sole and exclusive remedy in the event that the Products are found to be defective, provided that the Buyer fulfils its obligation to notify Deroma of the alleged defect in a timely manner and in writing and has paid for said Products.

9. RESOLUTION

- 9.1 Deroma, upon notice to the Buyer, at its discretion and without prejudice to any other rights it may have, may suspend or terminate with immediate effect, pursuant to Article 1456 of the Italian Civil Code, the Contracts or require the Buyer to pay the Price in advance or upon delivery, cancel the supply of undelivered Products or the delivery of which has not been completed, at any time, by prior written notice, if:
- (a) the Purchaser is placed in liquidation or subject to any bankruptcy, reorganization, liquidation or winding up proceedings or is in a state of financial difficulty;
 - (b) there is any change in the corporate structure of the Buyer;
 - (c) a force majeure event occurs that prevents the Buyer from fulfilling its obligations under the Contract for a period exceeding 30 (thirty) days.

Deroma shall in no way be liable towards the Buyer for any damages suffered by the Buyer as a result of suspension or termination of the Contract. Termination of the Contract for any reason shall not affect any rights acquired by Deroma up to the time of termination.

10. FORCE MAJEURE

- 10.1 A failure to perform Deroma's obligations under the Orders and Contracts that is prevented by objective circumstances that are unforeseeable and beyond its control shall not constitute a breach of its obligations under the Orders and Contracts. In this regard, the events of force majeure are, by way of example but not limited to, epidemics, natural disasters, orders of public authority, wars, civil uprisings, embargoes, impediment of the supply of raw materials, energy or other materials, explosions, fires, destruction of machinery, equipment, factories, general strikes and lockouts of any nature, prolonged interruption of transportation and telecommunications. In the event that Deroma is prevented from performing its obligations by a force majeure event it shall give immediate notice to the Buyer and may suspend the performance of its contractual obligations.

11. PROHIBITION OF TRANSFER

- 11.1 The Contract, the Order and the claims arising therefrom may not be assigned by the Buyer without Deroma's prior written consent.

12. TRACEABILITY OF PRODUCTS. USE OF TRADEMARKS, SIGNS AND OTHER INDUSTRIAL RIGHTS. CONFIDENTIALITY

- 12.1 All trademarks, distinctive signs, logos, trade names, and other intellectual property rights on Deroma's Products, Product collections, and on any documents of Deroma and on its website are registered and unregistered trademarks of Deroma or third parties who have licensed their trademarks to Deroma (the "**Marks**"). The Buyer may not reproduce or otherwise use the Marks without

Deroma's prior written authorization. Unless otherwise agreed in writing, the Buyer shall not be permitted to use the Marks used by Deroma to distinguish its products from those of other companies, except to trade the Products in their original packaging to which Marks, signs and other indications have been applied by Deroma. The obligations contained in this Article shall also be imposed on the Buyer's clients and all subsequent purchasers.

- 12.2 The Buyer may modify or remove the Marks (including, without limitation, corporate or trade names, labels, and any other items subject to intellectual property rights) from the packaging of the Products only with Deroma's prior written authorization or if permitted by law.
- 12.3 All technical, commercial, financial, operational or other information, materials and data of any nature and form, including those relating to Deroma's Products and services, are property of Deroma and shall be treated by the Buyer with confidentiality. The Buyer shall keep said information private and confidential and shall not disclose it to any third party without Deroma's prior written consent nor use it for any purpose other than as set forth in these GC and the Contracts. This confidentiality commitment of the Buyer shall not apply to information that at the time of disclosure (i) was already in Buyer's possession (ii) was in the public domain without liability on Buyer's part (iii) was lawfully transmitted to the Buyer by a third party entitled to disclose it (iv) is required to be disclosed as a result of the issuance of a court order.

13. APPLICABLE LAW AND EXCLUSIVE FORUM

- 13.1 These GC and the Contract of which these GC are an integral part shall be interpreted and governed by the Italian law, without application of conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna, Austria, on April 10, 1980, shall not apply to the supply of the Products under these GC. All references to laws, legislative decrees, and any other legal provisions contained in these GC are references to the Italian law.
- 13.2 The court of Milan, Italy, shall have exclusive jurisdiction in any dispute between Deroma and the Buyer relating to these GC and the Contract of which these GC are an integral part.

14. MISCELLANIA

- 14.1 Any notice regarding these GC and the Contract shall be in writing and delivered by mail or e-mail to the addressee, either at the address specified in the Contract or at the address communicated in writing by one Party to the other.
- 14.2 Should individual provisions of these GC be wholly or partially invalid, illegal, or unenforceable, this shall not affect the effectiveness of the other provisions and the remaining parts of the other provisions. In such a case, these GC shall be effective for the Parties excluding the invalid, illegal, or unenforceable provision. Deroma's forbearance with respect to the Buyer's failure to strictly perform any provision contained in these GC shall not be deemed a waiver of Deroma's exercise of any of its rights, existing or future, with respect to such provision.
- 14.4 The business relationship between Deroma and the Buyer 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.
- 14.5 These GC are valid indefinitely and remain subject to change by Deroma at any time without notice.

15. CODE OF ETHICS and ESG

- 15.1 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 Buyer 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 Buyer, without prejudice to compensation for any damages caused to Deroma.
- 15.2 The Buyer 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 and business partners.
- 15.3 Deroma shall be entitled to request, and the Buyer shall be obliged to provide upon request, certifications and/or periodic reports demonstrating compliance with ESG standards.
- 15.4 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 Buyer fail to comply with the corrective action plan within the deadlines specified therein, Deroma shall be entitled to terminate the Contract(s) and/or 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.

16. PERSONAL DATA

- 16.1 The Buyer declares to have read the information notice pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR") available on Deroma's website and by accepting these GC provides consent to the processing of its personal data for the purposes and in the manner indicated in the aforementioned information notice. The Buyer's personal, corporate and tax data, acquired directly or indirectly by Deroma, will be collected and processed in paper, computer or telematic form, exclusively for the purpose of enabling the execution of the accepted Orders. The data acquired by Deroma will be kept for a period of time not exceeding the time necessary for the purposes for which it was collected and subsequently processed. For anything not expressly provided for herein, reference is made to the aforementioned information notice, which the Buyer declares to have received, viewed and understood.

17. COMPLIANCE WITH LEGISLATIVE DECREE N. 231/2001

- 17.1 The Buyer 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 link: www.deroma.com.

- 17.2 The Buyer 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.
- 17.3 With respect to the obligations undertaken by the Buyer as specified above, NUOVA DEROMA S.p.A. and the Buyer 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 Buyer 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: By sending any order even by computer means and/or agents, representatives and/or commercial assistants of Deroma the Buyer declares that it specifically approves, pursuant to Article 1341 and 1342 of the Italian Civil Code, the following provisions of these GC:

3.1, 3.2. e 3.5. General hints. Minimum quantities. Scope of application. Buyer record. Product characteristics

4.1 Acceptance of Orders

5. Prices and terms of payments

6 and 6.2 Shipping, delivery. Compliance and complaints. Returns.

7.1 and 7.2 Buyer's Obligations.

8. Limited warranty. Compensation, exclusion and limitation of liability. Consequences of limited warranty.

9. Termination

11. Prohibition of transfer

12, 12.2 and 12.3 Traceability of products. Use of trademarks, signs and other industrial rights. Confidentiality.

13. Applicable Law and Exclusive Forum

15. Code of Ethics and ESG

17. Compliance with legislative decree n. 231/2001

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