

## GENERAL CONDITIONS OF PURCHASING

### DEFINITIONS

When written with a capital letter, the terms defined below have the following meanings for the purposes of this legal relationship.

- **“Customer” or “Purchaser”**: Logimatic S.r.l.
- **“Supplier”**: the Party that sells goods and/or services.
- **“Part(y)ies”**: indicates, separately or together, the Customer and the Supplier.
- **“Goods”**: indicates the Supplier’s products specified in the Purchase Order.
- **“Services”**: indicates the Supplier’s services specified in the Purchase Order.
- **“Offer” or “Proposal”**: the document containing a proposal for the sale of Goods and/or Services, the price, the terms of payment and the timing of deliveries.
- **“Purchase Order” or “PO”**: indicates the document sent by the Purchaser to the Supplier, containing a request for the supply of Goods and/or Services.
- **“Order Confirmation”**: the document issued by the Supplier following receipt of the Purchase Order from the Customer.
- **“General Conditions of Purchasing” or “Conditions” or “GCP”**: this document.
- **“Special Conditions of Purchasing” or “Special Conditions” or “SCP”**: the special conditions of supply included in the Purchase Order by the Purchaser.
- **“Contract”**: the agreement reached between the Supplier and the Purchaser, usually comprising the Offer, the Purchase Order and the Order Confirmation, as well as all attachments and/or technical specifications agreed between the Parties, the Special Conditions, if any, and these Conditions.
- **“Acceptance Date”**: indicates the date of acceptance by Logimatic’s customer of the machine, machinery or mechanical assembly, or parts thereof, on which the Supplier’s Goods and/or Services have been installed or otherwise included. The Supplier is consequently informed and aware that, to the maximum extent allowed by law, the standard warranty covering the Goods and/or Services installed on machines for Logimatic’s customers takes effect from the Acceptance Date, following approval tests, of the machine by Logimatic’s customer since, prior to that date, despite the sample checks and inspections carried out by Logimatic, the Purchaser cannot guarantee to have checked and/or found all the defects, faults and non-conformities in, or malfunctions of, the Goods and/or Services.
- **“Warranty Period”**: indicates the standard warranty period for the Goods and/or Services, being twelve (12) months, commencing respectively from the Acceptance Date for Goods and from the completion date for Services, unless agreed otherwise in writing in the Purchase Order.
- **“Force Majeure event”**: an extraordinary and unforeseeable event beyond the control of a Party, such as but not limited to: insurrections, disturbances, riots, embargoes, wars, earthquakes, fires, explosions, floods, epidemics, pandemics, strife in the workplace, difficulties in sourcing raw materials, energy shortages, suspension of transportation, plant breakdowns, actions by the public authorities, or non-performance by suppliers or sub-contractors to the extent caused by one of the aforementioned events and/or any other cause that was not reasonably foreseeable or that a Party cannot reasonably remedy with due diligence.
- **“Platform”**: IT platform that enables the exchange of Offers, Purchase Orders, Counter-offers and Order Confirmations between the Customer and the Supplier (e.g. “Jungo” or “Tesisquare”).
- **“Intellectual Property Rights” or “IP Rights”**: indicates each and every industrial and intellectual property right associated with: (a) patents; (b) trademarks; (c) Internet domain names; (d) drawings; (e) software and firmware; and (f) industrial secrets, technical or commercial information, know-how.
- **“Confidential Information”**: information of a private and/or confidential nature that is expressly indicated as such and disclosed by or on behalf of a Party (“Discloser”)

to the other Party (“Receiver”) for the purpose of negotiating and/or executing the Contract. The Confidential Information includes, without limitation, all materials, drawings, technical documents, technological specifications and know-how, whether or not associated with patents. Confidential Information does not include information: (a) that is or becomes public for reasons not attributable to actions or omissions by the Receiver; (b) that the Receiver already held legitimately beforehand; (c) that is legitimately disclosed to the Receiver by a third party not bound by a confidentiality requirement; (d) that is developed independently by the Receiver, on condition that such independent development is documented and demonstrable; (e) that must be disclosed by law, or following a lawful and legitimate request from a public authority.

All terms expressed in “days” in these Conditions refer to “calendar days” and not “working days”, unless stated otherwise.

### 1) GENERAL PROVISIONS AND SCOPE OF APPLICATION

1.1 These General Conditions of Purchasing and the entire Contract, including the Supplier’s Offer, the Customer’s Purchase Order and the technical documentation, apply to all supplies of Goods and/or all provisions or works and/or Services by Suppliers that engage in commercial relations with LOGIMATIC S.r.l., Via Della Grafica 35, Ozzano dell’Emilia (BO), Tax Code/VAT no. 02426071201, Business Register (REA) no. BO-438816.

1.2 Accordingly, these Conditions and the Contract supersede and replace any and all previous verbal or written agreements, and any and all prior correspondence between the Parties with regard to the governance of purchases by the Customer of Goods and/or Services from the Supplier.

1.3 The Offer of Goods and/or Services by the Supplier to the Purchaser represents a proposal to sell the related Goods and/or Services on the basis of these Conditions.

1.4 These Conditions are an integral and essential part of the Offer, the Purchase Order and the Order Confirmation. In the event of inconsistencies between these Conditions and the Special Conditions of Purchasing attached to the Purchaser’s Order Confirmation, the terms specified in the Special Conditions of Purchasing shall prevail.

1.5 The Proposal is only understood to have been accepted when the Purchaser has expressly accepted it in writing, by issuing a specific Purchase Order.

1.6 These Conditions shall always prevail over the general conditions of sale of the Supplier, regardless of when the Proposal or the general conditions of sale of the Supplier were sent to the Purchaser.

1.7 The acceptance of and/or payment for the Goods and/or Services by the Purchaser does not, under any circumstances, represent acceptance of the general conditions of sale of the Supplier, or result in any changes to these Conditions.

### 2) MANAGEMENT OF ORDERS

2.1 Having received the PO via the Platform or by e-mail, the Supplier must accept it by sending the related Order Confirmation, via the same channel, within a maximum of five (5) days of the PO receipt date, unless agreed otherwise in the Contract. By accepting the PO, the Supplier also confirms possession of sufficient suitable skills, know-how and experience to satisfy the requirements of the Purchase Order, in accordance with the agreed technical specifications.

2.2 If the Supplier is silent or does not notify rejection of the Purchase Order, the conditions proposed in the PO are understood to have been accepted; however, in the event of silence, the Purchaser reserves the right to revoke the Purchase Order in a written notice of revocation, sent to the Supplier via the Platform or by e-mail.

2.3 The Supplier is forbidden to assign individual parts of, or activities required by, the PO to partners, companies or external professionals. Should the Supplier intend to make use of third-party sub-contractors, it must request

prior written authorisation from the Purchaser, without prejudice to the fact that the Supplier will nevertheless remain solely responsible towards the Purchaser for the proper execution, to the highest professional standards, of the sub-contracted work.

### 3) DELIVERY OF GOODS AND/OR PROVISION OF SERVICES

3.1 The delivery deadlines specified in the Purchase Order are understood to be essential. The Purchaser reserves the right to reject the supply, in writing, if the delivery deadline specified in the PO has passed by seven (7) days or more.

3.2 Upon request from the Customer, the Supplier agrees to the deferral of payment by thirty (30) days, with respect to the current payment deadline, for Goods delivered in the month following that in which delivery note (DDT) was issued.

3.3 The Supplier agrees to deliver the Goods to, and/or provide the Services in, the agreed location and to comply with the deadlines and delivery and/or performance conditions specified in the Purchase Order. Unless agreed otherwise, Incoterms® 2020 “Delivery Duty Paid (DDP) to the offices of the Purchaser” will apply.

3.4 The Purchaser reserves the right to reject the delivery of the Goods and/or the supply of the Services unless accompanied by suitable documentation confirming the delivery (delivery note - DDT) and stating the specific Order number.

3.5 Ownership of the Goods supplied is transferred to the Purchaser on delivery, as documented on the delivery note, without prejudice to the provisions of art. 9 on the start of the standard warranty period on the Acceptance Date.

3.6 The Purchaser will check the condition of the Goods on delivery and, should the **packaging** show signs of external damage or scuffing, will accept them with explicit reservations, as detailed on the delivery note.

3.7 All other defects, non-conformities or malfunctions, **not evident** from the packaging, and any **hidden** defects, non-conformities or malfunctions will be notified to the Purchaser within eight (8) days of their discovery date, indicating in detail their nature and extent.

3.8 Any damaged Goods or packaging will be documented by taking photographs and may be retained in the state found so that the Supplier and/or the carrier can make appropriate checks, directly or by their technical consultants and/or experts, or by those appointed by the insurance company, should an indemnity claim be made consequent to the event.

3.9 The Purchaser is entitled to reject the Goods and/or Services if, following inspection, they are not deemed to satisfy the requirements specified in the Purchase Order. In that case, the Supplier, at the discretion of the Purchaser, shall:

- a) take prompt action, within three (3) working days, to collect the non-conforming Goods (and/or Services), bearing all the consequent costs and expenses (including, but not limited to, the cost of shipping the non-conforming and/or replacement Goods). Additionally, in that case, the Supplier shall reimburse the Purchaser for the administrative and operational costs incurred in relation to the defective Goods, as specified in the Purchase Order;
- b) repair or replace the Goods, or parts of them, should defects or non-conformities attributable to the Supplier be found in the materials used or in their construction, manufacture or assembly;
- c) relieve and hold free the Purchaser from any costs and expenses incurred on repairs made by another supplier, if justified in the circumstances (e.g. time and distance considerations); or if not arranged by the Supplier within three (3) days of the written request made by the Customer.

3.10 Unless agreed otherwise, partial deliveries of the supply will not be accepted. The supply must satisfy in full the requirements specified in the Purchase Order.

3.11 The Parties mutually acknowledge that, on receipt of the Goods, the Purchaser will check the quantities delivered to ensure agreement with those requested in the PO and indicated on the delivery note, reporting any inconsistencies found by the deadline specified in art. 3.7. Checks made by the Purchaser shall prevail over the quantities indicated on the delivery note or by the Supplier. In all cases, the Supplier is entitled to check the inconsistencies reported by visiting the Purchaser. The Supplier agrees to replace missing items within the next two (2) working days.

### 4) QUALITY AND CONSISTENCY WITH THE REQUIREMENTS OF THE QUALITY MANAGEMENT SYSTEM

**The Purchaser has obtained UNI EN ISO 9001:2015 certification.**

The Supplier acknowledges that the Goods and/or Services supplied fall within the scope of application of the Purchaser's Quality Management System (QMS). Accordingly, the Supplier agrees to:

- a) ensure that the Goods and Services satisfy the applicable contractual, regulatory and legal requirements;
- b) maintain an adequate quality management system (**preferably with ISO 9001 certification or equivalent**) or, alternatively, guarantee the performance of documented checks on the quality of its processes and Goods;
- c) supply, upon request, the documentation needed to prove the conformity of the Goods and Services (e.g. **certificates of conformity, MOCA declarations, declarations of origin, technical sheets, test reports** etc.);
- d) accept monitoring or audits by the Purchaser or its representatives, to the extent needed to check compliance with the contractual requirements;
- e) inform the Purchaser promptly about any non-conformities found in Goods already delivered or in future batches of production, or about any significant changes in production processes, materials used or the organisation of work that might affect the quality of the Goods and Services supplied.

Failure to respect these obligations may result, at the discretion of the Purchaser, in the suspension or exclusion of the Supplier from the list of approved suppliers.

### 5) IMPORTS FROM NON-EU COUNTRIES

5.1 For Goods sourced from Suppliers located outside of the European Union (non-EU countries), the Supplier agrees to comply in full with all international and EU regulations governing the origin, labelling, safety and conformity of the Goods (including, but without limitation: CE marking, REACH, RoHS etc.). The Supplier shall relieve and hold free the Customer from all liabilities, costs, charges or consequences deriving from any failure to comply with these obligations.

5.2 Unless agreed otherwise between the Parties in writing, deliveries will be made on Incoterms® 2020 “Delivery Duty Paid (DDP)” terms. Accordingly, the Supplier will be responsible for all charges incurred for transportation, insurance and customs clearance on importation, as well as for the payment of duties and taxes, accepting furthermore the risks of loss or damage to the Goods until delivered at the place agreed.

5.3 The Supplier agrees to provide, at the time of issuing the “goods (or materials) ready” notice or, at the latest, in good time for the shipment and, in any case, without undue delay, all the customs and commercial documentation needed in order to import the Goods (e.g. bills of entry, EUR.1 certificates, certificates of origin, proforma invoices, customs/HS codes, declarations of conformity etc.).

5.4 In compliance with the customs and export control regulations and applicable international sanctions, the Supplier also agrees to issue, together with the Order Confirmation or, in any case, prior to shipment, a specific Export Control Statement containing precise information about the classification of the Goods, clarifying whether or not:

- i) they are included in Annex I or Annex IV of “Dual Use” Regulation (EU) 2021/821 and, accordingly, subject to authorisation for export or transfer in conformity with said Regulation;
- ii) they are subject to other restrictive measures or export bans on the basis of current EU regulations including, for example, Regulation (EU) 2019/125 on non-lethal, dual-use goods and the international sanctions regimes (e.g. restrictions on transfers to embargoed countries);
- iii) they are subject to restrictions pursuant to the US Export Administration Regulations (EAR), indicating where applicable the Export Control Classification Number (ECCN).

### 6) DOCUMENTATION, PROJECTS, DIES AND INTELLECTUAL PROPERTY RIGHTS

6.1 The documents, projects, drawings, dies and any information provided by the Customer in order to execute the Contract are shared with the Supplier solely so that it can

supply the Goods and/or Services, and are not and will never become the property of the Supplier.

The Supplier shall look after all the above elements provided in compliance with the regulations governing deposits pursuant to art. 1768 of the Italian Civil Code, and shall return them whole, upon simple request from the Customer, or spontaneously, after the time needed to complete the Order has elapsed.

6.2 The Parties recognise and expressly agree that:

a) unless agreed otherwise in writing, the design and manufacture of equipment (e.g. dies):

(i) if supplied by the Supplier, are purchased and become the property of the Customer or,

(ii) if supplied by the Customer, are and remain the property of the latter, even if delivered to and held on deposit by the Supplier.

In both cases, the Supplier shall deliver or return the drawings and the dies to the Customer upon simple request from the latter;

b) all Intellectual Property Rights owned by each Party (or licensed to them) are and will remain the exclusive property of that Party (or the related licensors), except as specified in arts. 6.2.a) and 8.1;

c) neither Party will acquire, via the Contract, any rights over the Intellectual Property Rights of the other Party (or the related licensors), except as specified in arts. 6.1, 6.2.a), 6.3 and 8.1.

6.3 Should any Intellectual Property Rights owned by the Supplier be incorporated in the Goods and/or Services, the Supplier hereby licenses said Intellectual Property Rights to the Purchaser, so that the Purchaser is entitled to (a) use the Goods and/or sell the Goods to its customers and/or (b) use and benefit from the Services. Such licence is exclusive, free, perpetual, irrevocable and without territorial limitations.

## 7) CONFIDENTIAL INFORMATION

7.1 The Supplier recognises that none of the Confidential Information, including the documents indicated in art. 6, received from the Purchaser's personnel in relation to the Purchase Orders issued by the Purchaser, may be disclosed or used for purposes other than execution of the supply Contract.

This confidentiality requirement binds the Supplier for a period of five (5) years from the completion of each Order.

7.2 Any exceptions to this confidentiality requirement must be expressly authorised by the Customer.

The Supplier agrees directly and, pursuant to art. 1381 of the Italian Civil Code, on behalf of its employees, collaborators and sub-contractors of any kind, to:

1. use the Confidential Information obtained solely for the purposes for which it was made available;
2. keep the Confidential Information under its direct control, protecting it with suitable security and organisational measures that guarantee its maximum confidentiality. Should one of the Parties be requested to reveal the Confidential Information, in whole or in part, during jurisdictional or administrative proceedings, that Party shall, where legally possible, notify said request promptly to the other Party so that it may take all necessary actions to protect its interests.

## 8) PRICES AND METHODS OF PAYMENT

8.1 The prices and the terms and methods of payment will be those specified in the Purchase Order for the Goods and/or Services. When determining the price of the supply, the Parties acknowledge that they gave due consideration to the value of any projects, drawings, models, dies and so on that the Supplier may have leveraged to make ready the supply.

8.2 Any changes in the price of the Goods and/or the consideration for the Services will only be valid and effective following written consent from the Purchaser, as envisaged in art. 2 above.

8.3 Without prejudice to any other rights and remedies available, the Purchaser is entitled to offset at any time, pursuant to art. 1252 of the Italian Civil Code, all amounts due by the Purchaser to the Supplier against all amounts due by the Supplier to the Purchaser, regardless of the due dates and collectibility of said receivables and payables.

## 9) WARRANTY OF THE QUALITY OF THE GOODS AND SERVICES

9.1 Acceptance of the supply by the Purchaser on receipt of the Goods and/or provision of the Services is understood to be made with reservations. Failure to complain about defects does not imply acceptance of the Goods delivered or the Services provided until the machine/mechanical

assembly/separate part on which the supplied Goods must be installed has been completed and tested.

9.2 In all cases, the Supplier declares and warrants the conformity of the Goods and Services supplied with the drawings and the requirements of the Purchaser specified in the Purchase Order for a period of twelve (12) months from the Acceptance Date, as defined above, and consequently for a Warranty Period which coincides with that recognised by Logimatic to its customers.

9.3 The Supplier guarantees to the Purchaser that, during the standard Warranty Period envisaged in the Contract, the Goods and/or Services are (i) free from design and manufacturing defects, non-conformities or malfunctions, (ii) in conformity with the technical specifications, drawings, projects, samples and all other requirements specified in the Purchase Order, (iii) suitable for their intended purpose and capable of functioning in the manner specified in the Purchase Order, (iv) fit for sale.

9.4 Should the Purchaser dispute defects, non-conformities or malfunctions in a written communication sent to the Supplier during the Warranty Period, the provisions of art. 3.9, letters a), b) and/or c), above shall apply.

9.5 The Purchaser reserves the right to suspend payments to the Supplier until resolution of the non-conformities and to treat the amounts withheld as compensation for losses.

## 10) PENALTY FOR NON-CONFORMITIES

10.1 Should the Purchaser dispute the conformity of the Goods supplied and/or the presence of faults, non-conformities or malfunctions, the Customer reserves the right to charge the Supplier a penalty of € 30.00 (thirty/00 euro) for each non-conformity found by the Customer and notified to the Supplier.

The amount due by the Supplier pursuant to this article, combined with other amounts due as penalties, will be paid to the Purchaser following the issue of a proper invoice.

10.2 The Purchaser is expressly authorised to offset the amounts due pursuant to this article against any other amounts due to the Supplier for any reason, without prejudice to the reimbursement of any additional losses pursuant to art. 1382, first sentence, of the Italian Civil Code.

## 11) INSURANCE

11.1 The Supplier agrees to arrange and maintain, at its own expense, a suitable third-party insurance policy (including third-party liability cover for the Goods produced and the Services provided) written by a leading insurer, with maximums aligned with the value of the economic relations developed annually between the Supplier and the Customer.

11.2 The Supplier agrees to deliver to the Customer, upon simple request from the latter, an insurance certificate that details the insurance cover provided, together with suitable documentation confirming timely payment of the related insurance premiums.

11.3 Unless agreed otherwise between the Parties, if the Supplier provides ICT Services, as defined in art. 3, first sentence, letter gg), of Decree 138/2024, including but not limited to the management of ICT infrastructure, the management of hardware infrastructure (including IaaS services, housing, hosting and data storage), IT maintenance and support activities etc., the Supplier also agrees to arrange and maintain an insurance policy written by a leading insurer that covers potential liabilities deriving from the ICT Services provided to the Customer or, in any case, a cyber insurance policy that covers, in particular, personal data breaches, as defined in arts. 4, para. 1, point 12), 33 and 34 of the GDPR, and incidents, near-incidents and large-scale IT security incidents, as defined in art. 3, first sentence, letters t)-v), of Decree 138/2024.

11.4 If, on the date of signing these Conditions, the Supplier of ICT Services does not have the insurance policy specified in art. 11.3 above, it agrees to arrange said policy within six (6) months of signing these Conditions, as well as to notify the Customer that the policy has been arranged. The provisions of art. 11.2 above shall apply following said notification.

## 12) EXPRESS TERMINATION CLAUSE

12.1 Without prejudice to the right to reimbursement for any additional losses, the Customer is entitled, at any time, to terminate the Contract by certified e-mail

- or in any case, absent that, in a written communication, electronic or otherwise, with confirmation of receipt if available - with immediate effect pursuant to art. 1456 of the Italian Civil Code, if:

