

CGA/ALS/V.0/2021

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1) GENERAL INFORMATION

- 1.1 The contractual relationship resulting from the completion of the order is governed by these terms and conditions and by the specific ones stated in the order as well as by the general and special terms and conditions concerning the execution of the order and brought to the attention of the Supplier.  
Any derogations or additional conditions shall be valid only if agreed in writing.
- 1.2 The order and/or its execution are not assignable nor transferable by the Supplier, not even partially.
- 1.3 The Order shall be considered as completed only upon and after express or tacit acceptance by the Supplier. It is expressly recalled and pointed out that such confirmation implies the Supplier's acceptance of what is stated in the Order and of the content of the documents which are referred to therein for the sake of brevity. In case of doubt, the Supplier must contact the compiler of the Order.
- 1.4 Should there be no confirmation at the expiry of 30 (thirty) days from the date of the Order, ANGELANTONI LIFE SCIENCE SRL shall have the right to consider the Order cancelled. This right shall be exercised simultaneously with the notification in this regard to the Supplier.
- 1.5 Any dispute arising from this agreement, including those concerning payment methods, the parties shall submit to an attempt at conciliation at the Chamber of Commerce of PERUGIA, which shall decide according to standard procedures and to the law, in compliance with the rules of procedure adopted by the same Chamber.
- 1.6 Should the conciliation attempt fail, the judge of the Court of Perugia shall have jurisdiction for any dispute and on an exclusive basis for the Supplier. Instead, ANGELANTONI LIFE SCIENCE SRL shall have the right to meet with the Supplier at the premises where the supplier's company is based. The applicable law shall be always the Italian law.

### 2) TECHNICAL INFORMATION, INDUSTRIAL PROPERTY, EXCLUSIVE RIGHTS

- 2.1 Any technical information (is to be understood as the drawings, specifications, standards and tables and any other technical documentation, as well as the models, samples and specific equipment) that ANGELANTONI LIFE SCIENCE SRL makes available to the Supplier - including what may be made by the Supplier and sold to ANGELANTONI LIFE SCIENCE SRL - shall remain the property of ANGELANTONI LIFE SCIENCE SRL itself and can be used only for the processing of the Order.  
At the expiry of the Agreement, the Supplier undertakes to return to ANGELANTONI LIFE SCIENCE SRL any information and/or material sent by such company and to destroy any copies of the documentation provided.
- 2.2 The Supplier - except for the purpose of the processing of the Order - cannot copy any technical information or reproduce it or send it or allow third parties to use it, without the written authorisation of ANGELANTONI LIFE SCIENCE SRL and, in any case, undertakes to keep such information confidential for five years from the execution of the last Order processed for ANGELANTONI LIFE SCIENCE SRL.  
The Supplier acknowledges as unlawful the manufacture and trade, apart from the supply, of any products built according to drawings, models, samples of ANGELANTONI LIFE SCIENCE SRL for use in production or as spare parts of any kind or for any other use, with reference or not to the name, trademarks or distinctive drawings of ANGELANTONI LIFE SCIENCE SRL.
- 2.3 The Supplier undertakes not to produce or have produced and/or supplied to third parties, for any reason, directly or indirectly, for use in production or as spare parts, the specific products however supplied to ANGELANTONI LIFE SCIENCE SRL for the whole duration of the supply and for five years from the execution of the last Order processed in favour of ANGELANTONI LIFE SCIENCE SRL.

### **3) DELIVERY**

- 3.1 For the purposes of compliance with the delivery terms and of the transfer of risk of the goods from the Supplier to ANGELANTONI LIFE SCIENCE SRL, the INCOTERMS 2000, indicated from time to time within the order, shall be valid.
- 3.2 The marking, packaging, labelling, identification, shipping and transport of the ordered parts must take place in compliance with the instructions issued by ANGELANTONI LIFE SCIENCE SRL.  
The Supplier shall be liable to pay compensation for damages originating from any delay, loss or damage due to failure to comply with the aforementioned instructions.
- 3.3 ANGELANTONI LIFE SCIENCE SRL is required to receive only the quantities ordered.  
Any delivery to ANGELANTONI LIFE SCIENCE SRL of quantities other than those ordered must, in any case, be expressly agreed.  
Any exceeding quantity not previously agreed with ANGELANTONI LIFE SCIENCE SRL may be returned to the Supplier, at the sole discretion of ANGELANTONI LIFE SCIENCE SRL and at the Supplier's expense and risk, within thirty (30) days.
- 3.4 The agreed delivery terms/schedules are binding and essential and no delays or advances shall be allowed.  
ANGELANTONI LIFE SCIENCE SRL shall reserve the right to return any supplies received before the agreed deadline, at the Supplier's expense and risk or to charge the Supplier for any storage costs.  
Payment for any supplies received in advance shall be authorised only if they have been accepted by ANGELANTONI LIFE SCIENCE SRL and, in any case, shall take place in compliance with the delivery schedules agreed.
- 3.5 In the event of delivery delays not due to force majeure, the Supplier is required to promptly notify ANGELANTONI LIFE SCIENCE SRL of any reasons underlying such delays and to indicate the new best delivery dates. Without prejudice to the right of ANGELANTONI LIFE SCIENCE SRL to apply penalties for delivery delays, pursuant to art. 7 of these terms and conditions.  
In the event of any delays not communicated within twenty (20) days, the Supplier shall be charged a penalty equal to twice the one envisaged in paragraph 1 of this article.
- 3.6 Should the execution of the order be prevented by the occurrence of proven events of force majeure (art. 8), delivery terms are intended to be extended and the new term shall be established by mutual agreement between the Parties in relation to the impediment, provided that the Supplier immediately informed ANGELANTONI LIFE SCIENCE SRL of the occurrence of the events of force majeure and took all the measures aimed at containing its effects.  
The events of force majeure cannot be invoked in case it arises after the expiry of the agreed delivery term.

### **4) QUALITY OF SUPPLIES**

- 4.1 The Supplier declares to have, and undertakes to maintain, a Quality System that is aligned with what is indicated in the ANGELANTONI LIFE SCIENCE SRL quality standards and instructions, which the Supplier states to know.
- 4.2 Delivery of the ordered products does not mean acceptance of such goods, which occurs only after the verification, by the Control bodies of ANGELANTONI LIFE SCIENCE SRL, of the actual conditions of such goods (quantity and quality) and of full compliance with all applicable requirements.  
It is the Supplier's right - subject to the authorisation of ANGELANTONI LIFE SCIENCE SRL - to send its own personnel to the factories of ANGELANTONI LIFE SCIENCE SRL, in order to possibly view the means and procedures used in the acceptance testing. The testing of the products manufactured by the Supplier is carried out by ANGELANTONI LIFE SCIENCE SRL, consistently with its organisational needs for production and management of materials.
- 4.3 In the event of supplies not accepted during testing or, in any case, affected by defects as regards the previous articles, ANGELANTONI LIFE SCIENCE SRL shall have, at its own choice, one or more of the rights below:
- a. recovering any non-compliant products with additional processing at the Supplier's premises and at the Supplier's expense;
  - b. charge any repair cost incurred by ANGELANTONI LIFE SCIENCE SRL or by its final Customer shall to the Supplier, subject to a previous agreement with the Supplier itself;
  - c. request the replacement of any non-compliant products or of the entire lot to which they belong;

- d. reject any non-compliant products or the entire lot to which they belong, without requesting their replacement.
- e. in relation to the cases referred to in points a-c, ANGELANTONI LIFE SCIENCE SRL shall have the right to apply a penalty to the Supplier, equal to 2% of the value of the goods not delivered for each full week of delay (without prejudice to the right to compensation for any further damages), up to a maximum amount of 10% of the order value.
- f. in relation to the cases referred to in point d) above, ANGELANTONI LIFE SCIENCE SRL may apply a penalty to the Supplier (without prejudice to the right to compensation for any further damages) equal to 10% of the order value.

Without prejudice to the right to compensation for any greater damages actually suffered.

## **5) EQUIPMENT AND MATERIALS (IF APPLICABLE)**

5.1 Any equipment that ANGELANTONI LIFE SCIENCE SRL makes available to the Supplier for the execution of the order shall remain the exclusive property of ANGELANTONI LIFE SCIENCE SRL. The Supplier shall be responsible for their loss, destruction or damage. As far as the aforementioned equipment is concerned, the Supplier is required to:

- a) register and mark them as the property of ANGELANTONI LIFE SCIENCE SRL;
- b) provide proper insurance coverage against fire, theft, vandalism, natural disasters, tampering and against other insurable risks of loss or damage;
- c) keep them and use them with the utmost care and carry out routine maintenance at its own expense;
- d) report to ANGELANTONI LIFE SCIENCE SRL any extraordinary repairs, replacements or renovations needed, with the utmost urgency, it being understood that any decision concerning the implementation of such repairs, replacements or refurbishments will be determined by ANGELANTONI LIFE SCIENCE SRL, which shall be understood as borne by ANGELANTONI LIFE SCIENCE SRL itself, provided that they are not due to accidents, negligence or other causes attributable to the Supplier, in which case all expenses shall be borne by the Supplier;
- e) not to transfer them outside its factories except within the limits of what has been previously authorised by ANGELANTONI LIFE SCIENCE SRL from time to time;
- f) allow the persons entrusted by ANGELANTONI LIFE SCIENCE SRL to check, during normal working hours, the methods of their conservation and use as well as their operational order;
- g) not to transfer them to third parties for any reason, not to constitute guarantees on them;
- h) not to use them or let them be used except for the execution of ANGELANTONI LIFE SCIENCE SRL orders even after the completion of each single supply to ANGELANTONI LIFE SCIENCE SRL and, in any case, not to produce and/or sell to third parties for any reason, directly or indirectly, for use in production or as spare parts, parts designed or produced on the basis of the same;
- i) comply with the instructions that are provided by ANGELANTONI LIFE SCIENCE SRL in relation to their return, scrapping or preservation.

5.2 The provisions referred to in paragraph 5.1 shall be intended to apply as far as compatible, also in relation to semi-finished goods and other materials owned by ANGELANTONI LIFE SCIENCE SRL and made available to the Supplier for or in connection with the processing of the order.

## **6) WARRANTY**

6.1 The Supplier warrants that the supply is free from any defect and/or non-conformity due to processing which is incorrect or non-compliant to the applicable requirements or to the material used for the period of twenty-four (24) months from delivery determined on the basis of the delivery term stated in the order from time to time.

6.2 In any case, as long as said defects and/or non-conformities are reported during the warranty period, ANGELANTONI LIFE SCIENCE SRL has the right to request, in addition to the provisions of paragraph 4.3, compensation for any greater damages arising from the unsuitability of the purchased product, as circumstances show that the Supplier neglected to comply with those rules of prudence and diligence normally and reasonably required throughout the exercise of its professional activity.

6.3 If ANGELANTONI LIFE SCIENCE SRL subjected to legal proceedings, for any damage or harm caused as a result of third-party liability (including "Product Liability") or contractual liability, or in the event that the violation

of legal requirements (safety, pollution, etc.), as a result of the defects, non-conformities or non-reliability of the details supplied, is claimed, the Supplier shall be obliged to indemnify ANGELANTONI LIFE SCIENCE SRL and to compensate any damages suffered by it. ANGELANTONI LIFE SCIENCE SRL is required to inform the Supplier as soon as it learns that the violation of the law or the responsibility claim is founded on the defectiveness, non-conformity or non-reliability of the detail supplied by the Supplier.

## **7) DELIVERY DELAYS AND RELATED PENALTIES**

- 7.1 Any deliveries delays attributable to the Supplier shall entitle ANGELANTONI LIFE SCIENCE SRL, pursuant to Art. 1382 of the (It.) Civil Code, to apply a penalty of 2% of the value of goods not delivered for each full week of delay (without prejudice to the right to compensation for further damages), up to a maximum of 10% of the order value.
- 7.2 Should the delay exceed 25 working days, without prejudice to the application of the penalty referred to in the previous art. 7.1 and without prejudice to the right to compensation for any further damages, ANGELANTONI LIFE SCIENCE SRL may at its own choice:
- consider the Order as cancelled by law, in which case it shall be sufficient for ANGELANTONI LIFE SCIENCE SRL to notify the Supplier, since ANGELANTONI LIFE SCIENCE SRL is exempt from the offer referred to in the first paragraph of Art. 1517 of the (It.) Civil Code;
  - procure the product covered by the supply elsewhere and at any time (and this also outside the cases envisaged by Art. 1516 of the (It.) Civil Code) at the Supplier's risk and expense.

## **8) FORCE MAJEURE**

- 8.1 Force majeure shall mean any event that is beyond the possible control of the Supplier and that is not foreseeable by the same at the date the Order is signed, such as: natural disasters, labour conflicts, measures by the Authorities, etc.
- Strike is considered a cause of force majeure when it is general, national, regional or provincial and has directly affected the Supplier.
- 8.2 Should the execution of the order be prevented by the occurrence of proven events of force majeure, delivery terms are intended to be extended and the new term shall be established by mutual agreement between the Parties in relation to the impediment, provided that the Supplier promptly informed ANGELANTONI LIFE SCIENCE SRL, by telegram, of the occurrence of the event of force majeure and took all the measures aimed at containing its effects.
- The events of force majeure cannot be invoked in case it arises after the expiry of the agreed delivery term. Furthermore, note that, delays by subcontractors shall not in any way be considered a cause of force majeure. Should the circumstance of force majeure determine a delay in delivery greater than 3 months days, or even a lesser delay but still incompatible with the production needs of ANGELANTONI LIFE SCIENCE SRL, the latter shall have the right to terminate the order, in whole or in part, at any time, by means of a simple written notice sent to the Supplier.

## **9) PAYMENTS**

- 9.1 ANGELANTONI LIFE SCIENCE SRL shall make payment, according to the methods and in compliance with the deadline agreed in the order, subject to:
- successful completion of the acceptance testing referred to in article 4 concerning "Quality of Supplies";
  - receipt of a monthly statement listing the invoices due within the following month, indicating the bank details and banking information.
- 9.2 Payment methods shall be defined in each order separately.
- 9.3 Moreover it is expressly agreed that the credit arising from the supply cannot be transferred or delegated in any form unless otherwise agreed with ANGELANTONI LIFE SCIENCE SRL.

## **10) BANK GUARANTEES**

- 10.1 **Advance payments:** should the Order require advance payments, such payments must be guaranteed by the Supplier through the issuing of a bank guarantee to ANGELANTONI LIFE SCIENCE SRL, valid until delivery - on an Italian bank which ANGELANTONI LIFE SCIENCE SRL approved - of an amount equal to the advance

payment required. ANGELANTONI LIFE SCIENCE SRL shall make advance payments only after seven (7) days from receipt of the bank guarantee.

- 10.2 **Performance Guarantees.** The Supplier must, within 15 days (fifteen) of the order confirmation, issue ANGELANTONI LIFE SCIENCE SRL with a Performance Guarantee - on an Italian bank which ANGELANTONI LIFE SCIENCE SRL approved - of an amount equal to that indicated in the Order, concerning the Supplier's compliance and correct fulfilment of contractual obligations; any costs and expenses deriving from the validity and effectiveness of such guarantee shall be borne by the Supplier until the date indicated in the Order and, in any case, until the expiry of the Warranty Period.

## 11. INDUSTRIAL PROPERTY RIGHTS

- 11.1 The supplier is required to inform ANGELANTONI LIFE SCIENCE SRL if it is the owner or licensee of industrial property rights relating to the design and/or technology of the supply, and to provide it with all the information necessary to identify the rights themselves.
- 11.2 The Supplier is required not to carry out supplies in violation of patents or licences belonging to third parties and assumes responsibility for settling any disputes brought by third parties, which may arise on this matter.
- 11.3 The supplier is exempt of any responsibility when the design and/or technology are provided by ANGELANTONI LIFE SCIENCE SRL which, in this case, assumes the responsibility and the burden of settling any disputes brought by third parties claiming violations of industrial property rights.
- 11.4 Should, in connection with research, design, experimentation or development work carried out for an item, object of an order by ANGELANTONI LIFE SCIENCE SRL, the Supplier creates inventions, patentable or not, it shall notify ANGELANTONI LIFE SCIENCE SRL and, upon request of the latter, shall make available to it all the documentation and information that may be necessary or useful for the related production implementation. In relation to these inventions and the related industrial property rights, ANGELANTONI LIFE SCIENCE SRL shall automatically be granted the royalty-free licence right for the production (direct or through third parties), sale and use in Italy and abroad, for use on ANGELANTONI LIFE SCIENCE SRL products. The Supplier undertakes, as requested by ANGELANTONI LIFE SCIENCE SRL, to request the appropriate patent of the invention in Italy and in the main foreign countries, or to allow ANGELANTONI LIFE SCIENCE SRL to do so in the name and on behalf of the Supplier. Costs shall be borne by the Supplier.
- In the event that the research, design, experimentation or development work is carried out by the Supplier in execution of a specific assignment of ANGELANTONI LIFE SCIENCE SRL, the invention or the related industrial property rights, the drawings and the technical results in general shall be the property of ANGELANTONI LIFE SCIENCE SRL, provided that the assignment is entrusted for consideration.

## 12. EXPRESS TERMINATION CLAUSE

- 12.1 ANGELANTONI LIFE SCIENCE SRL shall have the right to consider the Order terminated by law, by means of written notification to the Supplier, when:
- (i) the Supplier fails to fulfil the Order agreements and does not take any necessary actions to remedy such breaches within 15 days of the written notification thereof, or does not diligently continue with the actions undertaken to remedy the breaches notified;
  - (ii) a competent authority has ordered an action or procedure for the liquidation of the Supplier or for the interruption or suspension of its operational activities, voluntary liquidation;
  - (iii) the Supplier is declared insolvent or bankrupt or makes general assignments of rights for the benefit of its creditors or admits, in writing, its inability to pay its debts within the agreed times;
  - (iv) the Supplier is subject to receivership for the benefit of the bondholders and other creditors of the Supplier; the Supplier shall immediately interrupt the execution of the supply for the part subject to cancellation by taking all the necessary actions with the Sub Contractors in relation to the subcontracted parts and shall continue the execution of the part of the supply not subject to cancellation with the utmost diligence.
- 12.2 In any case of termination referred to in paragraph 12.1 and without prejudice to any other right of ANGELANTONI LIFE SCIENCE SRL towards the Supplier, ANGELANTONI LIFE SCIENCE SRL shall have the right to:
- (i) take possession of all or part of the supply covered by the resolved order whatever its stage of completion, and use it in order to have others complete the missing part of the supply;
  - (ii) commission others to supply products that are equivalent to the missing part of the supply;

(iii) charge the Supplier for all the works and additional costs incurred by ANGELANTONI LIFE SCIENCE SRL in compliance with the provisions herein envisaged for obtaining the supply with respect to the price established in the Order.

12.3 In the event of termination referred to in paragraph 12.1, and as regards the part of the supply already performed by the Supplier, the agreements below shall apply:

(i) the order agreements shall remain in force as far as applicable to the part of supply of which ANGELANTONI LIFE SCIENCE SRL took possession by exercising the option referred to in paragraph 12.2 (i) above;

(ii) an appropriate reduction of the Order price, following the reduction of the scope of the supply, shall be established on the basis of the price components or unit prices indicated in the Order, as provided, or otherwise it shall be negotiated between the parties;

(iii) ANGELANTONI LIFE SCIENCE SRL shall have the right to make withholdings on the amounts due or which are to be subsequently due to the Supplier in an amount such as to reasonably guarantee to ANGELANTONI LIFE SCIENCE SRL the recovery of the amounts that may subsequently result to be borne by the Supplier in the terms referred to in paragraph 12.2 above

12.4 No dispute between the Supplier and ANGELANTONI LIFE SCIENCE SRL regarding the resolution or as a consequence thereof shall relieve the Supplier from the obligation to make the part of supply covered by the single resolved order or the part of supply requested by ANGELANTONI LIFE SCIENCE SRL in the terms referred to in paragraph 12.2 (i).

### **13. ORDER PRICES**

13.1 The prices indicated on the order are fixed; therefore, any changes based on subsequent cost increases are excluded, without prejudice to what is specifically agreed otherwise in writing.

13.2 Any price increases due to construction changes must be communicated in advance by the Supplier and, in any case, shall be considered valid and binding for ANGELANTONI LIFE SCIENCE SRL only if previously accepted by it in writing.

13.3 In no case shall the Supplier have the right to obtain price revisions due to increased costs for the execution of the Supply due to force majeure events.

### **ART 14 PRIVACY**

The parties mutually acknowledge that they have been informed, pursuant to Art. 13 European Regulation 2016/679 (GDPR), in relation to the processing of their personal data, required for the execution of this contract and for the consequential legal obligations, of an accounting and tax nature.

Each party declares to have lawfully acquired any personal data that it will communicate to the other party and that such data are accurate and updated.

The parties shall allow the exercise of the rights referred to in Articles 15-22, GDPR, even to the data subjects whose personal data they process in execution of this contract, and such data subjects may exercise them by sending an e-mail to the addresses indicated in the agreement.

Any further information on the processing implied by this contract may be requested by writing to these addresses.