GENERAL CONDITIONS OF PURCHASE
(Version: 01.08.2026)

I. Scope of application

1. These General Conditions of Purchase (hereinafter, "**GCP**") apply to all supplies of goods or the provision of services (hereinafter, respectively, "**Goods**" and "**Services**") made in favor of Colcom Group S.r.l. with its registered office in Nave (BS), Via degli Artigiani 56, VAT number 03151860172 (hereinafter "**Colcom Group**") by the supplier (hereinafter the "**Supplier**") and therefore constitute an integral and substantial part of each order and/or contract with the Supplier (hereinafter the "**Order**").
2. These GCP may be modified by specific provisions contained in the Order and the effectiveness of such modifications will be limited to the specific Order.
3. Any changes, even subsequent to the Order, will be considered valid only if expressly confirmed in writing by Colcom Group.
4. The GCP shall prevail, unless otherwise agreed in writing between the parties, over any limiting or modifying, different or additional condition or clause inserted, even in print, by the Supplier in its offers and/or commercial proposals, order confirmations, invoices, transport documents or correspondence. The Supplier waives the application of any of its own general and/or specific conditions of sale which shall therefore be deemed to be null and void between the parties.

II. Conclusion of the contract

1. Colcom Group will send Orders for Goods or Services to the Supplier in writing.
The Supplier shall notify Colcom Group of any obvious errors (e.g., typing or arithmetic errors) or if the Purchase Order is incomplete, including any documents relating to the Order, so that the Order can be corrected or completed prior to the acceptance of such.
2. Written confirmation of the Purchase Order by the Supplier will constitute acceptance of the Order and these GCP.
3. Unless otherwise agreed in writing between the parties, acceptance of the Order must be sent by the Supplier within 3 (three) working days; failing this, the Order will be deemed accepted. The sending of partial Order confirmations and/or those that differ from the Purchase Order by the Supplier shall be considered a counter-offer and must be accepted in writing by Colcom Group.
4. Unless otherwise indicated in the Order, Colcom Group is bound by the Order sent for 7 (seven) working days from the date of the Order.
5. These GCP do not imply any obligation on the part of Colcom Group to issue a minimum or predetermined number of Orders.
6. By accepting the Order, the Supplier shall supply the Goods and/or Services in accordance with the provisions of the Order and the GCP. The Supplier shall:

   a) provide Colcom Group with all the information Colcom GroupColcom Group may periodically request relating to the Goods and/or Services provided;

   b) promptly inform Colcom Group if, at any time, the Supplier is unable or late or becomes aware of any circumstance that may place it in a situation where it cannot fulfill or is late in fulfilling the Order;

   c) notify Colcom Group if the Goods and/or Services to be supplied are not exclusively suitable for the agreed or known or evident use;

   d) inform Colcom Group if the use of the Goods and/or Services involves specific risks and/or potential damages – direct and/or indirect – to items and/or people of which it is or should be aware;

   e) inform Colcom Group if – in the event of resale of the Goods – any patents, licenses or other proprietary rights of third parties could be violated.

7. The Supplier may not assign, subsupply or subcontract, in whole or in part, the performance of the Order without the prior written consent of Colcom Group and without the express written acceptance of the GCP and

any other provisions contained in the Order by the assignee, subcontractor or subsupplier (where appropriate). Colcom Group's consent to assign, subsupply or subcontract does not release the Supplier from its responsibilities and obligations arising from the Order, and the Supplier will be jointly and severally liable with any assignee, subsupplier or subcontractor for any obligations arising from the GCP.
8. In any event, the assignment of credit, in any form, is expressly prohibited unless expressly authorized in writing by Colcom Group.

III. Delivery
1. Unless otherwise agreed in writing between the parties, delivery of the Goods and the provision of the Services will be DDP (Incoterms 2020) to the address indicated in the Order or, if no delivery address is stated in the Order, DDP - Nave (BS), Via degli Artigiani 56.
2. Ownership of the Goods and the corresponding transfer of risk will be transferred upon delivery to the address indicated in the previous point. Colcom Group is, in any event, authorized to resell the Goods even before payment of the purchase price and, in this case, Colcom Group reserves the right to assign the credits deriving from the resale, which remain its responsibility, to the Supplier who hereby accepts the assignment.
3. The Goods and Services shall be delivered on the date indicated in the Order. The delivery terms are considered mandatory and essential.
4. Unless otherwise agreed in writing by the parties, the Goods and Services will be accepted by Colcom Group only upon issuance of an acceptance stamp (which cannot be replaced by the use of the Goods or Services for operational requirements).
5. The Supplier must indicate the Order number and item codes on all shipping documents and delivery notes, and on the invoice. The invoice must be sent, if possible, on the shipping date.
6. The Supplier is responsible for packaging the Goods and ensuring that the Goods are appropriately assembled, packaged and protected for shipment.
7. Should the Goods be damaged during storage, transport, delivery or in any case before the acceptance of such, the Supplier shall source and supply, at its own expense and risk, identical replacements for each damaged or lost item, within 3 (three) working days and in any event within the delivery deadline established by Colcom Group, under penalty of application of the provisions in article 3.10.
8. Partial and/or early deliveries will not be accepted without the prior written consent of Colcom Group. In the event of partial and/or early deliveries not previously authorized by Colcom Group, the latter reserves the right to charge the Supplier for any storage costs and/or expenses, costs and charges incurred during the period of partial and/or early delivery. Colcom Group also reserves the right to return any supplied Goods received before the agreed deadline at the Supplier's expense.
9. The Supplier is required to inform Colcom Group in writing if, for any reason, it anticipates that it will be unable to fulfill the agreed delivery or performance times. Such communication does not exempt the Supplier from the obligation to deliver the Goods or provide the Services in compliance with the agreed terms and does not prejudice Colcom Group's rights arising from a late delivery of the Goods or Services.
10. Should the Supplier fail to meet the delivery deadlines (whether in the case of Goods/Services – in whole or in part – not delivered or delivered late), Colcom Group reserves the right (at its sole discretion, even cumulatively) to:

a) terminate the Order (without prejudice in any case to compensation for damages);

b) request the payment of a penalty equal to 0.5% of the Order value for each day of delay, up to a maximum equivalent to 5% of the Order value (without prejudice in any case to any further damages).

Colcom Group reserves the right to automatically offset the value of the penalties against any outstanding amounts due to the Supplier.

IV. Obligations of the Supplier
1. To avoid the delivery of defective Goods as far as possible, before shipment the Supplier shall:

a) inspect the Goods for defects and state in writing the results of such inspection of the outgoing Goods and send it, upon request, to Colcom Group;

b) upon Colcom Group's express written request, attach a test report to the delivery note confirming that a random sample of the Goods was inspected prior to shipment to ascertain conformity as agreed by the parties.

2. The Supplier will grant Colcom Group or persons appointed by Colcom Group free access to its own plant or to that of its subcontractors/subsuppliers (if authorized) or to any other place where operations relating to the Order are carried out, to allow them to ascertain the status of the Order and its progress and/or request copies of the relevant documents, manuals and/or certifications.

3. Should the results of the inspections referred to in the previous points 1. and 2. and/or inspections lead Colcom Group to believe that the Goods or Services are not or will not conform as agreed, Colcom Group will notify the Supplier within 20 (twenty) working days of the inspection or check, and the Supplier shall immediately take (at no cost or expense to Colcom Group) all the necessary measures to ensure the conformity of the Goods or Services. Colcom Group reserves the right to request and attend further tests, checks and inspections at the Supplier's expense.

4. The Goods must be supplied complete with all technical documentation for any assembly, use, operation and/or maintenance, along with any certificates, including safety certificates, approvals, technical data sheets and/or waste classifications required by the applicable legislation and by that of the country of final destination and in the Order. This documentation will form an integral part of the supply. If the documentation submitted is incomplete and/or non-compliant with the Order or with the current and applicable regulations, including technical regulations, payment of invoices, including subsequent supplies, the Order may be suspended until the complete and correct documentation has been received.

In any event, the Supplier shall send to Colcom Group – upon request – all the information and documents required for the sale of the Goods, within the shortest time possible and, in any event, within 5 (five) working days of the request, under penalty of the application of article 3.10 , lit. b).

5. If Colcom Group – during the relationship with the Supplier – delivers Goods or materials to the latter, these shall remain the property of Colcom Group. The Supplier shall ascertain the suitability of the Goods or materials supplied and will store them appropriately. Such Goods or materials may only be used to provide Goods or Services to Colcom Group. At the end of use, the Goods must be returned to Colcom Group.

V. Fees and terms of payment

1. The prices indicated in the Order are fixed and non-revisable and, unless otherwise agreed in writing by the parties, do not include taxes and duties, VAT, insurance, customs duties and transport and any other additional costs.

The currency of the amounts indicated in the Order is also the payment currency. Prices are not subject to any form of revision, whether due to changes in exchange rates or otherwise.

The agreed price includes VAT, unless otherwise indicated.

2. Colcom Group reserves the right not to accept invoices that are incorrect in substance and/or form.

3. The terms of payment for invoices will be indicated in the Order or in a separate written agreement between the parties.

4. Colcom Group reserves the right to offset any invoice against any amount that the Supplier owes to Colcom Group relating to the Order or on any other grounds under the existing relationship between the parties.

5. Payment by Colcom Group of the price for the supply of the Goods and Services will not constitute acceptance of such and will not release the Supplier from its responsibilities and obligations towards Colcom Group.

Colcom Group reserves the right to suspend the payment terms in the event of a report of defects or faults or, in any event, of non-punctual and exact fulfillment by the Supplier, which will resume once the defect or fault has been eliminated. A suspension or delay in payments does not, under any circumstances, justify the suspension of the Supplier's Services.

VI. Warranty for defects and faults

1. The Supplier shall guarantee to Colcom Group, for 3 (three) years from delivery to Colcom Group, that the Goods and Services (i) fully comply with the provisions of the Order, with the technical specifications agreed

in writing, with the designs; (ii) comply with best industry practices and applicable standards and the relevant legislation; (iii) are free from any defects in design, materials, workmanship, construction or installation; and (iv) are suitable for the intended use as stated by Colcom Group.

2. The Goods or Services shall be deemed to have a fault or defect if, at the time of delivery, they:

a) differ from that indicated in the previous point;

b) differ from that agreed in writing by the parties;

c) do not fulfill the requirements of Italian and EU legislation and the legislation of the country of destination, including safety requirements.

3. Complaints regarding defects in the Goods and Services must be submitted in writing to the Supplier within a reasonable period, indicating the Order to which the non-compliant Goods/Services refer, delivery date, a description of the defect and the quantity of Goods/Services affected by such defects. For hidden defects and faults, the reasonable time limit for reporting the defects shall commence from the discovery of such. Complaints will be considered accepted by the Supplier if they are not contested within 5 (five) working days.

4. In the event of a defect or fault, Colcom Group reserves the right – at its sole discretion – to request within a reasonable period (to be established by Colcom Group):

a) repair of the Goods at the expense and cost of the Supplier of the Goods;

b) the replacement of the Goods or the repeat performance of the Service, in any case at the expense and cost of the Supplier;

c) the cancellation of the Order, with the subsequent refund of the price paid for the Goods/Services affected by the defects or faults;

d) a reduction in price (subject to acceptance of the defective Goods by Colcom Group);

e) in any case, compensation for damages.

Should the Supplier fail to repair or replace the item(s) within the reasonable period established by Colcom Group, Colcom Group is hereby authorized to eliminate the defect or fault at the cost and expense of the Supplier (including transportation).

The Supplier shall be liable for damages arising from the inability to use the Goods or Services during the period required for the repair or replacement of such.

5. Any Goods repaired or Goods/Services replaced, pursuant to the provisions of this article or any other warranty specified by law, will be subject to the same warranty as described in this article.

6. The warranties expressly stipulated in this article must be understood as additional to, and not as a substitute for, other remedies and warranties specified by law in the event of defects or faults.

7. Colcom Group's rights under point 4. shall remain unaffected if the Goods have been subject to further processing by Colcom Group or by one of Colcom Group's customers (e.g. installation into another product prior to subsequent sale).

8. In any event, the Supplier shall make spare parts available for the Goods supplied to Colcom Group for a period of at least 10 (ten) years after the last delivery of the respective Goods.

VII. Liability and insurance

1. The Supplier shall be liable to Colcom Group and shall indemnify and hold Colcom Group harmless against any loss, damage, liability, penalty, cost and expense of any nature whatsoever, including legal and expert fees (whether direct or indirect, pecuniary or non-pecuniary, and whether incurred by Colcom Group, the Supplier or any third party) arising from the Supplier's breach of its obligations under these GCP. The Supplier shall be liable for the consequences of its own failures even if attributable to its employees, collaborators, directors, agents, subcontractors and/or subsuppliers (authorized or not).

2. The Supplier shall promptly notify Colcom Group of any notifications of violations of export laws, regulations and/or standards that may impact Colcom Group or the contractual relationship.

3. The Supplier shall maintain adequate employer’s liability insurance (RCO) for the entire term of the validity of these GCP.

4. The Supplier shall provide Colcom Group with insurance certificates attesting to the policy coverage, insurers, policy numbers, types and levels of coverage within 10 (ten) working days of receipt of a written request from Colcom Group.

VIII. Intellectual and industrial property rights

1. All models, designs, equipment or other distinctive elements or signs covered by intellectual and/or industrial property rights transmitted to the Supplier by Colcom Group to fulfill the Order will remain the exclusive property of Colcom Group and must be returned to Colcom Group when the Order is fulfilled or if the Order is terminated for any reason.
Reproduction of the above or the production of identical Goods or materials is strictly prohibited unless Colcom Group has granted its express written consent to do so.
2. It is forbidden to reconstruct the materials or products that Colcom Group may supply to the Supplier by observation, examination, disassembly, testing or other procedures, to obtain, use or copy the confidential information contained therein (reverse engineering).
3. The Supplier shall deliver Goods or Services free from third party rights.
4. The Supplier guarantees that the Goods or Services do not infringe any third-party rights and that Supplier has all the necessary licenses, authorizations and permits to manufacture and deliver the Goods and Services in accordance with the Order, and that the use of the Goods or Services by Colcom Group and Colcom Group's customers in no way constitutes a violation of the intellectual property rights of a third party. The Supplier shall indemnify and hold Colcom Group harmless against any claims, losses, damages, costs or other expenses incurred by third parties in connection with the provision of the Goods or Services to Colcom Group or the use of the Goods and Services by Colcom Group or Colcom Group's customers. The Supplier's indemnity obligation refers to all expenses and costs (including legal and expert fees) incurred by Colcom Group relating to claims made by third parties.

IX. Safety, health and the environment

1. The Supplier guarantees that the Goods and Services are manufactured and delivered in compliance with applicable Italian legislation (including European legislation and that of the destination country) regarding occupational health and safety and the environment in force at the time of delivery.
2. The Supplier shall respect and comply with all the provisions and requirements stipulated by European and destination country legislation and any other laws and regulations relating to packaging, labeling, transport and disposal, including of hazardous substances and electronic equipment. Hazardous substances shall be marked by the Supplier with the International Hazard Symbol(s) and shall include the name of the substance in English and in the local language, if necessary.
3. The Supplier shall obtain and affix the “CE” marking to all Goods if required by any law or regulation and provide any Declarations of Conformity that may be required.
4. The Supplier is responsible for any damage to the environment or to occupational health and safety arising from the Goods or Services supplied, regardless of whether these comply with the applicable legislation.
5. The Goods supplied must comply with the requirements of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). The Supplier shall provide a statement regarding the exemption presence, to the extent permitted, of substances indicated in the list of substances of very high concern (SVHC) or the list of substances proposed for inclusion in Annex XIV of the aforementioned Regulation. The Supplier shall promptly communicate any changes to the previous declaration. The SVHC lists are subject to biannual reviews by ECHA and may include new substances classified as hazardous and their permissible percentages.
6. At Colcom Group's request, the Supplier must comply with and use the “INTEGRITY NEXT” platform as a tool for sharing declarations regarding certifications, existing company and compliance with environmental, safety and social regulations.
7. In performing the Services covered by these GCP, the Supplier shall implement all the measures and precautions necessary to ensure the safety of workers and any third parties and comply with all the legal requirements relating to risk prevention in the workplace.
8. The performance of the Services under these GCP does not entail the establishment of any relationship of subordination or dependence of the Supplier's personnel towards Colcom Group. The Supplier shall, specifically:

a) ensure that, in performing the Services specified in these GCP, only adult, suitable and qualified personnel with adequate experience and competence will be employed, reporting directly to the Supplier and subject solely to its hierarchical, organizational and managerial authority, regularly employed and managed in full compliance with the employment and accident prevention regulations periodically in force;
b) assume all costs relating to employees, including wages, insurance and social security, and comply with all the obligations towards employees arising from the legislative, regulatory and administrative provisions regarding employment, social security and accident regulations and arising from any collective bargaining agreements;
c) ensure, in any case, that the personnel employed in the performance of these GCP receive economic and regulatory treatment that is overall no less than that specified by the national and territorial collective agreement stipulated by the most representative trade unions of workers and employers at the national level, applied in the sector and for the area strictly relating to the activity under the contract, and shall also ensure the regular accrual of the severance pay accrued by the personnel themselves during the period of execution of these GCP;
d) ensure the authenticity of the employment relationships stipulated (subordinate, parasubordinate or self-employed), to also avoid the emergence of disputes aimed at asserting the imputability of such relationships to Colcom Group.

9. The Supplier shall, upon request by Colcom Group, provide documentary evidence of fulfillment of the obligations in this article as a condition for payment of the price due to the Supplier.

X. Obligations of confidentiality

1. The parties shall maintain all the Confidential Information (as defined in this article) of the other party of which they become aware, in any form and on any occasion, by virtue of these GCP in a secret and strictly confidential manner and shall not use such Information for purposes other than those specified in the GCP. Confidential Information refers to all data, results, documentation, specifications, confidential information, know-how company information of a technical and commercial nature relating to the products or to the business or activity of each party, which are or will be in the future in the possession or under the control of a party and are communicated, in any form and on any occasion, to the other party.
Colcom Group reserves all ownership rights and copyrights on illustrations, drawings, calculations and other documents.
2. Confidential Information may be disclosed, in whole or in part, to third parties only with the prior written consent of the party that communicated it to the other. Affiliates of the parties are not considered third parties unless such affiliates are direct competitors of the disclosing party.
3. Each party shall cease using the other party's Confidential Information upon expiration or termination, for any reason, of the relationship governed by these GCP, and shall return all documents and media of any kind on which the aforementioned Information is contained, along with copies and reproductions extracted from such by any means, and shall destroy any such Information which, for whatever reason, cannot be returned, except for any Information that must be retained in compliance with the legal or regulatory obligations.
4. In addition to the validity of these GCP, the confidentiality obligations specified in this article will remain effective for a period of 5 years from the date of termination, on any grounds, of the relationship between the parties that is governed by these GCP.

XI. Express termination clause and withdrawal

1. Colcom Group may terminate the Order, pursuant to article 1456 of the Italian Civil Code, if the Supplier violates the following articles:
a) 2.7 (Prohibition of transfer of the contract, subsupply or subcontracting);
b) 2.8 (Prohibition of assignment of credit);
c) 4 (Obligations of the Supplier);
d) 8 (Intellectual and industrial property rights);
e) 9 (Safety, health and environment);

f) 10 (Obligations of confidentiality).

2. Without prejudice to the above, during the performance of the Order, Colcom Group reserves the right to unilaterally withdraw from the Order, in whole or in part, without justifying the reasons and without notice. Following such withdrawal, the parties shall agree on compensation in favor of the Supplier, based only on direct costs that are a direct consequence of the withdrawal and which shall be indicated by the Supplier within 20 (twenty) working days following the notice of withdrawal. Colcom Group will not be liable to the Supplier for any loss of profit, loss of opportunity or other losses and/or expenses in any way arising from or connected to the withdrawal.

XII. Processing of personal data

1. Please note that the privacy legislation (Legislative Decree 196/2003 and EU Regulation 2016/679) is designed to ensure that the processing of personal data is carried out in compliance with the rights, fundamental freedoms and dignity of the individual. Such processing will therefore be based on the principles of correctness, lawfulness and transparency, and will protect the confidentiality and rights of the Supplier and any third parties.
2. The following information is provided by Colcom Group, as data controller, pursuant to article 13 of Regulation (EU) 2016/679. The Supplier's data is processed to conclude, manage and execute purchase agreements for Goods and Services, including by communicating the data to third-party customers, suppliers, collaborators or other group companies, and to comply with any legal obligations or other requirements stipulated by the competent authorities. Processing will be carried out by the data controller, using both computerized and manual methods by data processors appointed by the data controller and by persons authorized to process data by the data controller, within the EU. The data will not be disclosed. The legal basis for the processing is stated in the contractual obligations pursuant to article 6, para. 1, letter b) GDPR, and shall comply with legal obligations, pursuant to article 6, para. 1, letter c) GDPR and is in the legitimate interest of the data controller pursuant to article 6, para. 1, letter f) GDPR. Personal data will be retained for the period required by law.
3. Please also note that the submission of your data is optional; however, any refusal will prevent Colcom Group from promptly fulfilling its obligations for the purchase of Goods and Services.
4. The Supplier may exercise the rights as specified by articles 15 to 21 and 77 of the GDPR by sending a registered letter with return receipt to Colcom Group, in Nave (BS), Via degli Artigiani 56, or by email to dirittipravacy@colcomgroup.it

XIII. Applicable law and competent court

1. The GCP are governed by Italian law, excluding – where the relevant conditions are fulfilled – the application of the 1980 Vienna Convention on the International Sale of Goods, and the conflict of laws rules of private international law.
2. Any dispute arising from and/or connected to these GCP will be under the exclusive and mandatory jurisdiction of the Court of Treviso, without prejudice to Colcom Group's right to sue the Supplier before the competent court of the place where the Supplier is based.

XIV. Final provisions

1. If any provision of the GCP is held to be invalid, illegal or unenforceable for any reason, such provision shall be excluded and the remaining provisions of the GCP shall remain in full force and effect.
2. No waiver by either party of any breach of the GCP shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
3. Explicit reference will be made to the GCP in the documents Colcom Group may send to the Supplier at various stages of the purchase process, from the estimate to the Order, through to payment and on Colcom Group's website.
4. Tolerance shown by one party to any non-performance or incorrect performance by the other party shall have no legal significance unless arising from an express declaration made in writing by the acquiescent party.

5. Communications must be in writing and addressed to the other party by certified email or registered mail with proof of delivery to its registered office, operational headquarters or to any other address indicated in due course to the other party as the address at which to receive communications.