

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **1. General Principles**

These General Terms and Conditions of Purchase, unless otherwise expressly and mutually agreed in writing, shall be deemed an integral and essential part of the purchase order or contract, and shall apply to any order placed by the Buyer to the Supplier or any agreement signed.

These conditions supersede and replace any prior agreement and/or correspondence regarding the subject matter, including any general terms and conditions of sale from the Supplier, whether individually or collectively, and shall prevail—unless otherwise agreed in writing—over any different, additional, or limiting condition or clause included, even in printed form, by the Supplier in its order confirmation, invoices, or correspondence.

Any amendments or exceptions, including those made after the order/contract, shall only be valid if expressly confirmed in writing by the Buyer.

### **2. Orders and Modifications**

Even if not signed by the Supplier, the order shall be deemed accepted unless a written objection or counterproposal is received by the Buyer within two (2) working days from the email or fax transmission of the order. The order shall be deemed validly sent to the Supplier at the address indicated during registration, qualification, or subsequent written communication.

The Supplier's fulfillment of the order shall in any case be considered as tacit acceptance of these conditions and those specific to the order. Any counterproposal will only be valid if expressly accepted pursuant to Article 1326 of the Italian Civil Code.

The Buyer reserves the right to modify the order by issuing an "order change," which will contain the proposed modification and its effective date. The change shall be deemed accepted by the Supplier unless the Supplier communicates in writing its refusal within two (2) working days from transmission.

### **3. Prices**

Prices shall be those specified in the order or contract and, unless otherwise indicated, refer to the price list in effect at the time of order issuance or contract signing.

Prices specified are exclusive of VAT and are fixed and non-revisable, thus not subject to increase for any reason.

Unless otherwise agreed, prices include all costs, taxes, packaging, mandatory legal contributions, and insurance.

Any changes to current price lists must be previously agreed with the Buyer's Purchasing Department.

### **4. Delivery Terms**

Delivery terms are as stated in the order/contract with reference to ICC Incoterms 2010.

If not expressly specified, the default clause shall be DAP – Delivered at Place (delivery location indicated in the order/contract).

Goods shall be delivered to the location, at the time, in the quantity, and under the conditions specified. Deliveries may be to construction sites, production sites, or Buyer's facilities.

Delivery terms are strict and essential. Any deviations, even for technical updates or improvements, must be agreed in writing.

"Delivery date" means the latest date on which goods and all required documentation arrive at the designated place and are accepted by the Buyer.

### **5. Late Delivery**

In case of late delivery not due to force majeure, the Buyer may apply a penalty equal to 1% of the price of the undelivered goods per week of delay or fraction thereof, unless otherwise agreed.

The penalty may be deducted from any outstanding or future payment.

The Buyer also reserves the right to claim further damages and to terminate the contract/order in case of delays exceeding 7 days.

## **6. Shipping and Transport Documentation**

Shipments must be made using the most appropriate means. The Supplier must use the carrier indicated in the order or expressly agreed upon. The Supplier is liable for damages caused by improper packaging or inadequate securing of the goods, based on agreed Incoterms. Goods must always be accompanied by transport documents (DDTs) compliant with current legislation, or by an immediate invoice. DDTs must include the Buyer's order number and any additional data required by the Buyer's quality procedures. If goods are shipped directly to the final destination, without passing through the Buyer, the Supplier must email a copy of the DDT upon shipment.

## **7. Documentation**

Supplied materials must be accompanied by all technical documentation for installation, use, maintenance, and operation, as well as certificates, safety approvals, toxicological data sheets, and waste classification documents required by law or the order. This documentation forms an integral part of the supply. Incomplete or non-compliant documentation may justify the Buyer's suspension of invoice payments, including for subsequent deliveries, until full receipt of correct documentation.

## **8. Warranty**

The Supplier guarantees that the goods conform to the specifications, are fit for purpose, and free of defects (including hidden ones). The Buyer may audit the Supplier's quality system and request copies of related manuals or certifications when required. Unless otherwise stated, the warranty period is 24 months from delivery (or from functional acceptance, if required). The Buyer shall notify of any visible defect within 30 days of delivery, or hidden defects within 30 days of discovery. Any written non-conformity claim not disputed within five (5) days shall be deemed accepted by the Supplier. The Supplier must repair or replace defective items at its own cost within a reasonable timeframe, including labor, packaging, and transport. In case of non-compliance or no response, the Buyer may:

- accept the goods with a price reduction;

- b) perform repairs directly or via third parties at Supplier's expense;
- c) terminate the contract.

If the goods are rejected at incoming inspection, the Buyer may terminate the related order and request invoice cancellation.

The Supplier (manufacturer) is liable for damages caused by defective products, including under Italian Legislative Decree 206/2005, and must hold appropriate product liability insurance.

The Supplier shall indemnify the Buyer from all damages, costs, or claims—including recalls or litigation—resulting from product defects or unreliability.

## 9. Inspections and Testing

Unless otherwise agreed, all goods are subject to inspection by the Buyer or its appointed inspectors, during production or upon delivery.

Inspection does not imply acceptance or fulfillment.

The Supplier shall grant access to its facilities and provide technical support and tools as needed, at its own cost.

Tests must be carried out at Supplier's expense, per contract and legal requirements. In case of joint testing, the schedule must be communicated at least seven (7) days in advance.

Supplier bears all costs and procedures required for testing/approval.

Original and complete test certificates must be delivered to the Buyer.

All goods supplied must respect all requirements published in the latest version of the ZDHC **Manufacturing Restricted Substances List (MRSL)**.

## 10. Export Control and Customs

The Supplier must inform the Buyer of any export license requirements for goods based on Italian, EU, US, or origin-country laws.

Supplier must always provide in offers, order confirmations, and invoices (with updates):

- export list number / ECCN (US EAR);
- country of origin of goods/components (including software);
- whether the goods transit or are produced/stored in the US or using US technology;
- customs tariff code (HS Code);
- company contact for export-related queries.

Unless otherwise indicated by the Supplier before contract conclusion, goods are assumed exportable to the country specified in the order or contract, or to any country if not specified.

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## 11. Force Majeure

Force majeure includes unforeseeable events beyond the control of the affected party that prevent fulfillment of contractual obligations. Examples include: earthquakes, floods, fires, pandemics, wars, riots, terrorism, embargoes, government orders, and national strikes.

Delays by subcontractors are **not** considered force majeure.

If delays exceed 15 days, the Buyer may cancel the order immediately via written notice.

If the force majeure lasts more than 90 days, either party may terminate the order/contract.

## 12. Invoices

Invoices (immediate or deferred) must be sent to the Buyer in original by mail or as a PDF by email within legal timeframes.

Invoices must include, in addition to legally required data, the Buyer's order number and, for public contracts, the CIG and CUP codes.

No invoice may be issued before delivery unless agreed in writing.

Invoices must comply with current tax regulations.

If the order includes additional services (e.g., FAT or SAT), invoicing is allowed only after successful completion of such services.

## 13. Payments

Payments shall be made by bank transfer to the Supplier's account as registered in the Buyer's vendor database and stated in the order/contract. The Supplier must promptly notify any changes by submitting the appropriate signed update form.

For public procurement contracts involving CIG/CUP codes, Supplier must comply with traceability obligations under Art. 3 of Law 136/2010 and provide a dedicated bank account. Payments with CIG/CUP references will only be made to such account.

In case of defects or non-compliance, payments will be suspended and resumed only after resolution.

Suspension or delay of payment does not entitle the Supplier to suspend its obligations.

Payment shall not constitute acceptance. The Buyer may offset due amounts with any claims against the Supplier.

#### **14. Prohibition on Assignment of Contract and Receivables**

The Supplier is strictly prohibited from assigning the contract/order or related rights/obligations, in whole or in part, without prior written authorization from the Buyer.

Unauthorized assignment entitles the Buyer to suspend payments under Art. 1460 of the Civil Code.

Even in subcontracting, the Supplier remains fully responsible.

Receivable assignment is prohibited unless expressly authorized. The order is deemed a probative document under Art. 1262 of the Civil Code.

This clause is presumed known and binding upon the assignee under Art. 1260/2.

#### **15. Order Withdrawal or Termination**

The Buyer may revoke the order or terminate the contract at any time by email or fax, compensating only documented costs incurred by the Supplier up to the date of withdrawal, subject to approval.

#### **16. Express Termination Clause**

The Buyer may terminate the contract/order immediately under Art. 1456 of the Civil Code in the event of:

- a) breach of confidentiality, non-compete, or the Organizational Model (MOG);
- b) delivery delays exceeding 7 days;
- c) deterioration of Supplier's financial standing;
- d) fraud or gross negligence damaging the Buyer's image or interests;
- e) legal proceedings affecting Supplier's or Buyer's reputation;
- f) liquidation, business closure, insolvency, or entry into insolvency proceedings (including restructuring or creditor agreements).

#### **17. Confidentiality and Non-Compete Obligation**

The Supplier agrees to maintain strict confidentiality of all technical and commercial information provided by the Buyer.

It shall not disclose or use such information for other purposes or copy/reproduce any documentation without prior written authorization.

If production is based on Buyer's designs, models, or samples, Supplier may not manufacture or market identical/similar products, even indirectly.

The confidentiality obligation is binding indefinitely, regardless of any corporate changes.

### **18. Supplier's Intellectual Property Warranty**

The Supplier guarantees that the goods do not infringe any third-party IP rights.

It shall indemnify the Buyer and its clients from any claims for patent, trademark, copyright, or trade secret violations, and bear all related costs and damages.

The Supplier ensures lawful use and distribution of the goods in Italy and abroad.

### **19. Organizational Model (MOG) – References**

In accordance with Law 196/03, the Supplier consents to the processing of personal data and authorizes the Buyer to use its name and address for technical-commercial promotion.

The Buyer may terminate the contract under Art. 1456 if the Supplier breaches these obligations.

### **20. Arbitration and Governing Law**

Any dispute regarding these conditions, orders, or contracts (including their validity, execution, interpretation, and termination) shall be resolved through arbitration, in accordance with the Rules of the Arbitration Chamber of the Chamber of Commerce of Brescia.

Arbitrators shall be three in number, appointed per the said Rules, and shall decide according to the law.

These conditions and related orders/contracts are governed exclusively by Italian law.

Supplier's Signature for approval

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