

## GENERAL CONDITIONS OF SALE

### 1) Definitions

**1.1** For the purposes of these general conditions of sale (hereinafter referred to as the "**General Conditions of Sale**"), the following terms shall have the meanings attributed to them:

**"Iterchimica"**: Iterchimica S.p.A.;

**"Client"**: any company, entity, natural or legal person which/who purchases Iterchimica's Products from Iterchimica S.p.A.;

**"Products"**: goods manufactured and/or sold by Iterchimica;

**"Services"**: consultancy and/or professional assistance services that may be provided in connection with the supply of Products;

**"Order/s"**: each proposal to purchase Products and/or Services sent by the Client to Iterchimica;

**"Sale/s"**: each contract of sale of Products and/or supply of Services concluded between Iterchimica and the Client following receipt by the Client of the order confirmation from Iterchimica;

**"Trademarks"**: all trademarks of which Iterchimica is the owner and/or licensee;

**"Intellectual Property Rights"**: all of Iterchimica's intellectual and industrial property rights, including, without limitation, rights relating to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, data, whether such rights have been registered or not, as well as any application or registration relating to such rights and any other right or form of protection of a similar nature or having equivalent effect.

### 2) Objectives

**2.1** These General Terms and Conditions of Sale apply to all Sales of Products and/or Services. In the event of any conflict between the terms and conditions set out in these General Conditions of Sale and the terms and conditions agreed in the individual Sale, the latter shall prevail. Iterchimica shall not be bound by the Client's general purchase conditions, not even in the hypothesis that reference is made to them or that they are contained in the orders or in any other documentation from the Client, without the prior written consent of Iterchimica. The general conditions of purchase of the Client shall not be binding for Iterchimica even by tacit consent. In case of conflict, the present conditions of sale of Iterchimica S.p.A. shall prevail.

**2.2** Iterchimica reserves the right to amend these General Terms and Conditions of Sale at any time, it being understood that such amendments shall govern all Sales concluded as from the thirtieth day following notification to the Client of the new General Terms and Conditions of Sale.

**2.3** These General Terms and Conditions of Sale are available on the Iterchimica website at [www.iterchimica.it/en](http://www.iterchimica.it/en)

### 3) Orders and Sales

**3.1** The Client shall send Iterchimica specific Orders containing a description of the Products and any Services, the quantity required, the price and the terms required for delivery.

**3.2** The Sale shall be considered concluded (i) when the Client receives a written confirmation from Iterchimica (such confirmation may be sent by e-mail, fax or telematic means) compliant with the terms and conditions of the Order (ii) or, if the Client receives a written confirmation from Iterchimica containing terms which differ from those contained in the Order, after two working days from the date of receipt of the confirmation containing dissimilar terms without Iterchimica receiving any written objection from the Client within the above period; (iii) or, in the absence of written confirmation from Iterchimica, when the Products are delivered to the Client.

**3.3** Upon receipt of the order confirmation, the Client undertakes to sign and return to Iterchimica within one working day the aforementioned document initialled on each page and signed in full on the final page as a sign of full and total acceptance of the conditions contained therein. If the Client fails to confirm within one working day, the order shall be considered accepted in all its conditions.

**3.4** Orders duly accepted by Iterchimica may not be cancelled by the Client without the written consent of Iterchimica.

#### **4) Price of Products**

**4.1** The prices of the Products shall be those indicated in Iterchimica's order confirmation sent to the Client. Except as otherwise agreed in writing between the parties, the aforesaid prices shall be calculated ex-works, net of VAT and discounts. These prices do not include packaging, shipping and transport costs from Iterchimica's factory to that of the Client, except different agreements. These costs will be indicated separately and will be borne exclusively by the Client.

**4.2** Iterchimica reserves the right to modify unilaterally, without prior notice and with immediate effect, the prices indicated in the price list in cases where the adjustment is due to circumstances beyond Iterchimica's control (by way of example only: an increase in the price of raw materials and/or the cost of labour or changes in exchange rates).

#### **5) Terms of Delivery**

**5.1** With the exception of any other written agreement between the parties, Iterchimica shall make the products available for collection *ex-works* at its facilities.

**5.2** Delivery shall take place within the term indicated in the Order as accepted in the Order confirmation or, if the term is not indicated in the Order, within the term of 60 days starting from the first working day following the confirmation of the individual Order. Delivery terms are indicative and are not essential terms within the meaning of art. 1457 of the Civil Code and, in any case, do not include delivery times.

**5.3** Except as provided for in art. 5.2 above, Iterchimica shall not be held liable for delays or non-delivery attributable to circumstances beyond its control, such as, by way of example and without any claim to exhaustiveness:

- a) inadequate technical data or inaccuracies or delays on the part of the Client in the transmission of information or data required by Iterchimica in order to ship the Products;
- b) difficulties in the procurement of raw materials;
- c) problems related to production or planning of orders;
- d) partial or total strikes, power failures, natural disasters, measures imposed by public authorities, transport difficulties, force majeure, riots and all other causes of force majeure;

e) delays caused by the freight forwarder.

**5.4** The occurrence of any of the events listed above shall not entitle the Client to claim damages, compensation of any kind or penalties.

## **6) Trasport**

**6.1** With the exception of any other written agreement between the parties, transport will be at the expense and risk of the Client. In the event that Iterchimica, pursuant to art. 5.1, is asked to take care of the transport of the Products, in the absence of specific instructions from the Client Iterchimica shall choose the means of transport deemed as most appropriate.

## **7) Payment**

**7.1** With the exception of any other written agreement between the parties, Iterchimica will issue invoices when the Products are shipped.

**7.2** Payments shall be made in Euro and within the terms indicated on the order confirmation and invoice.

**7.3** Failure to pay within the aforesaid term shall entitle Iterchimica to demand payment from the Client of overdue interest at the rate established by Legislative Decree No. 231/02.

**7.4** Failure to pay or delay in payment of more than 30 days shall give Iterchimica the right to suspend the delivery of Products and/or the provision of Services and to terminate each individual Sale. Suspension of delivery of the Products or termination of the Sales shall not entitle the Client to claim any compensation for damages.

**7.5** Any claim relating to the Products and/or the delivery thereof and/or the Services shall under no circumstances justify suspension or delay in payment.

## **8) Non-compliance**

**8.1** Any discrepancy of the Products delivered to the Client with respect to the type and quantity indicated in the Order must be notified in writing to Iterchimica within five days from the date of delivery. If the complaint is not communicated within the aforementioned term, the Products delivered shall be considered as compliant with those ordered by the Client.

## **9) Warranty**

**9.1** Iterchimica warrants that the Products are free from defects/faults and conform to what is declared in the document attached to the delivery note issued by Iterchimica.

**9.2** Vices or defects that shall not be considered as such are those due to (i) damage caused during transport; (ii) negligent or improper use of the Products; (iii) non-compliance with Iterchimica's instructions concerning the use, maintenance and storage of the Products; (iv) modifications made by the Client or by third parties without the prior written authorisation of Iterchimica.

**9.3** Provided that the Client's claim is covered by the warranty and notified within the terms of this article, Iterchimica undertakes to replace the defective Products.

**9.4** The Client shall notify Iterchimica in writing of the presence of flaws or defects within 8 days of delivery of the Products.

**9.5** The Products subject to complaint must be immediately sent to Iterchimica's factory with a suitable return note, or to any other place which the latter shall indicate from time to time, at costs and expenses borne by the Client unless otherwise agreed between the parties, in order to allow Iterchimica to carry out the necessary checks and verifications.

**9.6** In any case, the Client may not invoke the guarantee if the price of the Products has not been paid under the agreed terms and conditions, even if the failure to pay the price under the agreed terms and conditions relates to Products other than those for which the Client intends to invoke the guarantee.

**9.7** Without prejudice to what is set out in art. 9.3 above and except in the case of fraud or gross negligence, Iterchimica shall not be liable for any damages deriving from and/or connected to Product defects. In any case, Iterchimica shall not be liable for indirect or consequential damages of any nature such as, by way of example, losses deriving from the Client's inactivity, loss of earnings or improper use of the Product.

**9.8** In any case, the Client's right to damages shall be limited to a maximum amount equal to the value of the Products with defects or flaws.

**10) Regulation on the use of product samples** – The Product samples supplied by Iterchimica shall be used in compliance with the instructions given by Iterchimica and exclusively within the limits of use described herein. In particular - both in the case in which the Product samples are transmitted free of charge and in the case in which they are transmitted in return for payment, and regardless of whether they are to be returned or not - the Client shall never, directly or indirectly (e.g. through the activity of third parties) **(i)** circumvent or attempt to circumvent protective measures or restrictions of any kind placed on the Product samples or on the documentation relating thereto (for the purposes, for example, of identifying the underlying chemical formula of the Product); **(ii)** analyse, decrypt, decompile, decompile and/or carry out reverse engineering activities of any kind and nature on the Product samples and on the Product in general or attempt to carry out such activities. Iterchimica does not guarantee in any way that the Product samples will be suitable for the needs or specific purposes and purposes of the Client, and makes no guarantees of operation of any kind. Except in cases of fraud and gross negligence, Iterchimica shall not be liable for any damage or cost suffered or incurred by the Client due to the unsuitability, malfunction or use of the Product samples. Furthermore, Iterchimica does not represent or guarantee that the Product samples do not infringe any third party intellectual property rights and any related liability is excluded.

**10.1 Intellectual Property Rights** – Iterchimica is and shall remain the sole and exclusive owner of all intellectual property rights of every kind and nature on the Product and on the samples supplied to the Client, as well as on any improvement, development, parameterization, and/or integration of the Product and/or the samples (including if arising during execution or in the context of the Services), and on all materials of any kind and nature whatsoever containing or relating to any of the above.

**10.2 Confidentiality** – Product samples and the related documents and instructions for use (even when orally transmitted by Iterchimica), as well as all information, knowledge and/or materials of any kind and nature exchanged between Iterchimica and the Client, even prior to the signing of the general conditions, are to be considered as confidential information (hereinafter, the "Confidential Information"). The Confidential Information: (i) may not be used for purposes unrelated to the reason for which it was exchanged and transmitted and must be used within the limits of use established herein by these general conditions (ii) may only be made accessible to the Client's personnel who have a real need for it and subject to the signing of appropriate confidentiality agreements with a content similar to this provision; and (iii) must be protected with the best physical, logical,

organisational and legal standards in order to preserve its secrecy. These obligations shall be binding indefinitely for as long as the Confidential Information exchanged is protectable under international, European Union and/or national law regarding trade secrets and/or the prohibition of unfair competition.

**10.3 Application of the Provisions** – Iterchimica and the Client acknowledge and agree that the provisions set forth in this "Discipline" on the use of product samples shall under no circumstances be superseded or annulled by subsequent orders, conditions and/or acceptances that do not comply with the provisions herein.

## 11) Privacy

**11.1** The Client acknowledges the absolutely confidential and secret nature of the Confidential Information (as defined below) and undertakes to:

- (i) use the Confidential Information only for the purpose of the proper execution of the Contract;
- (ii) not disclose, communicate, give access to and/or provide in any manner or for any reason whatsoever the Confidential Information to third parties, directly or indirectly;
- (iii) not disclose, make available and/or use any of the Confidential Information for purposes unrelated to those of this Agreement;
- (iv) disclose the Confidential Information only to his/her employees and/or collaborators, exclusively to the extent strictly necessary (so-called *need to know basis*) and following the signing of agreements containing confidentiality and privacy obligations similar to those set out in this Contract, it being understood, in any case, that the [Client] shall remain ultimately responsible for the observance of the confidentiality obligations of such persons pursuant to and for the purposes of Article 1381 of the Civil Code ;
- (v) not reproduce, duplicate, record or copy the Confidential Information without prior written permission from Iterchimica and except within the limits authorised;
- (vi) not develop for third parties and/or provide to third parties, in any capacity whatsoever, directly or indirectly products and/or services made by exploiting the Confidential Information for purposes unrelated to the purposes of this Agreement;
- (vii) take all appropriate physical, technical, organisational and legal measures to ensure the protection and absolute secrecy of the Confidential Information (including, but not limited to, appropriate organisational and contractual precautions to prevent its employees and/or collaborators from disclosing the Confidential Information); and
- (viii) carefully comply with all indications, instructions and guidelines in any way provided and communicated by the Company for the purpose of protecting the secrecy and avoiding the dissemination, manipulation, diversion, access or any other unauthorised use of the Company's Confidential Information.

**11.2** For the purposes of this article, the term "**Confidential Information**" means all knowledge, information and/or material of any kind and nature relating to the products and/or activities of the Company - as well as all information relating to the products and/or activities of the Company's clients or suppliers as well as of companies with which Iterchimica has a controlling relationship, connection or commercial partnership - disseminated, disclosed, communicated, exchanged,



transferred orally or in writing between the Parties, by means of computerised or paper means, regardless of whether the Confidential Information is marked or identified as "*confidential*", "*private*" or "*secret*" and/or labelled (even orally) with any equivalent adjective. It is understood between the Parties that under no circumstances shall any information and/or material be considered Confidential Information if:

- (ix) already known and accessible to the public at the time of disclosure between the Parties for reasons other than the consequences of breach of confidentiality obligations;
- (x) already lawfully known and accessible to the [Client], where this is evidenced by documentary evidence;
- (xi) subsequently disclosed to [the Client] by a third party entitled to use such information, and which is not in breach of any confidentiality obligation; and/or
- (xii) lawfully published without breach of this Article or any other obligation of confidentiality.

**11.3** Confidential Information shall under no circumstances be considered as falling under such exceptions merely because it is included in or combined with information falling under such exceptions.

**11.4** On the written request of Iterchimica and upon termination of the execution of the Contract, the Client undertakes to return without delay all Confidential Information that he/she has come into possession of in the course of the execution of the Contract, as well as any copies, documents, files and reproductions (including those stored in mailboxes, clouds and the like) containing the Confidential Information. The Client shall, within 14 days from the Company's request or from the complete execution of the Contract, confirm in writing that it has returned or destroyed the Confidential Information at its own expense and that such return or destruction has also been fulfilled by any third party to whom the Confidential Information has been lawfully disclosed in accordance with the terms and conditions of this Article.

**11.5** The Client shall be obliged to comply with the obligations of confidentiality and privacy set out in this Article from the date of the signing of this Contract, for the entire duration of the Contract - and likewise after its expiry, termination, withdrawal or termination for any reason whatsoever - for as long as the Confidential Information is protectable under international, European Union and/or national legislation on trade secrets and/or relating to the prohibition of unfair competition. It is understood between the Parties that the obligations of confidentiality and secrecy shall be effective retroactively from the date of the Client's first access to the Confidential Information, even if prior to the conclusion of this Agreement.

**11.6** As a consequence of each violation of the obligations of confidentiality and privacy referred to in this Article by the Client, the Company shall be entitled to demand and claim a penalty for each infringement, without prejudice to the right to compensation for greater damages. It is understood that such penalty has been consensually determined and deemed fair by the Parties, also in consideration of the importance and value of the Confidential Information.

**11.7** Under no circumstances shall the failure to exercise any of the rights under this article or the tolerance of an infringement thereof be considered as a waiver (even partial) of such rights or as an implied modification of the provisions or remedies of this Agreement.

## **12) Intellectual Property Rights**

**12.1** Intellectual and Industrial Property Rights are the total and exclusive property of Iterchimica including, without limitation, the rights relating to: patents for inventions, designs or models, utility

models, Trademarks, know-how, technical specifications, data, whether such rights have been registered or not, as well as any other application or registration relating to such rights and any other right or form of protection of a similar nature or having equivalent effect and their communication or use within the scope of these General Conditions of Sale does not create, in relation thereto, any right or claim on the part of the Client. The Client undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

**12.2** The Client declares that (i) Iterchimica is the exclusive owner of Trademarks; (ii) it shall refrain from using and registering trademarks similar and/or confusable with Trademarks; (iii) it shall use Trademarks exclusively in compliance with Iterchimica's instructions and exclusively for the purposes set forth in these General Conditions of Sale.

### **13) Express termination clause**

**13.1** Iterchimica shall have the right to terminate, pursuant to and for the purposes of art. 1456 of the Civil Code, at any time by means of written notice to be sent to the Client, the individual Sale in the event of breach of the obligations provided for in articles: 4 (Price of the Products); 7 (Payments); 10 (Intellectual Property Rights); 15 (Organisational Model pursuant to Legislative Decree 231/2001 and company policies).

### **14) Protection of personal data**

**14.1** Iterchimica and the Client undertake to process any personal data communicated and/or transmitted between them solely for the purposes related to the execution of the Sale to which these General Terms and Conditions of Sale refer and in compliance with Regulation (EU) 2016/679 ("GDPR") and applicable data protection legislation.

**14.2** In this regard, Iterchimica and the Client declare that they have provided their employees and collaborators with appropriate information pursuant to Articles 13 and 14, GDPR; in addition, the Client declares to have read the information on the processing of personal data provided by Iterchimica, undertaking, where appropriate, to inform his/her employees and collaborators that the same can be viewed on the website of Iterchimica.

**14.3** Iterchimica and the Client also undertake to put in place all further required measures - including the possible appointment of a data controller - in order to ensure that the processing of personal data within the scope of their contractual relationship takes place in accordance with the GDPR and applicable data protection legislation.

### **15) Organisational Model pursuant to Legislative Decree 231/2001 and company policies**

**15.1** The Parties declare that they are aware of the regulations in force concerning the administrative responsibility of legal persons and, in particular, of the provisions of Legislative Decree no. 231 of 8 June 2001. In this regard, the Client declares to be aware that Iterchimica has adopted an "Organisation, Management and Control Model ex Legislative Decree 231/2001". The observance of the prescriptions contained in the aforementioned decree is considered an essential part, in the interest of Iterchimica also pursuant to and for the effects of art. 1456 c.c., of the agreements contained in these General Conditions. Violation of any of the prescriptions contained in the aforementioned decree shall constitute breach of contract, with all the consequences of the law, including the right to terminate the agreement, without prejudice to compensation for damages.

**15.2** Having also taken note of the ethical and general principles of honesty and observance of the law, pluralism, professionalism, impartiality, fairness, confidentiality, transparency, diligence, loyalty and good faith, as well as of the entire content of the Code of Ethics of Iterchimica – which the Client declares to know in its entirety and in its single parts, having taken full and complete vision of it on the company's web site - the Client undertakes for the entire duration of the relationship referred to

in this agreement to abide by the Code itself and to make it known, as well as to make his/her employees, collaborators, partners and anyone else involved in the execution of the contract abide by it, observing and making the aforesaid subjects observe a conduct that is fully compliant with it and that is not detrimental to the image and, in any case, to the moral and material values in which the Client recognises himself/herself and which applies in the exercise of his/her activity, also with reference to relations with third parties. The observance of all the provisions of the said Code is considered an essential part, in the interest of Iterchimica also pursuant to and for the effects of art. 1456 c.c. of the agreements referred to in these General Conditions. Breach of even one of the obligations indicated in the Code of Ethics constitutes, in accordance with the provisions of the Code, breach of contract, with all legal consequences, including the right to terminate the Sale, without prejudice to compensation for damages.

**15.3** The Client also declares to have been informed and to have informed his/her directors, employees and/or collaborators that Iterchimica has adopted specific company procedures - including a Social Media Policy - applicable to third parties with which it may have commercial relations and/or partnerships (the "Company Policies"). The Company Policies are available on the website. By accepting these General Sales Terms and Conditions, the Client undertakes to faithfully comply with the principles and provisions set out in the Company Policies, acknowledging that any breach, even partial, of the behavioural principles referred to in the aforementioned provisions shall constitute a breach of contract, with all legal consequences, and shall be assessed by Iterchimica for the purpose of protecting its rights and interests, including the right to terminate the Sale, without prejudice to compensation for damages.

## **16) Legal domicile, applicable law and jurisdiction**

**16.1** Iterchimica is legally domiciled at its headquarters.

**16.2** The General Terms and Conditions of Sale and each individual Sale shall be governed by and interpreted in accordance with Italian law.

**16.3** All disputes arising from or related to these Conditions of Sale and/or any Sale shall be subject to the exclusive jurisdiction of the Court of Bergamo.