



GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General Provisions

These General Terms and Conditions of Purchase ("Terms and Conditions") shall govern all purchases made by Olmetex S.p.A. Benefit Corporation, unless otherwise expressly agreed in writing.

Acceptance of the Purchase Order shall constitute full and unconditional acceptance of these Terms and Conditions.

Any general terms and conditions of the Supplier, even if referred to in its quotations, acknowledgements, invoices or other commercial documents, shall have no force or effect unless expressly accepted in writing by Olmetex S.p.A. Benefit Corporation. In the event of any inconsistency or conflict, these Terms and Conditions shall prevail.

The commencement of performance of the Purchase Order (including, by way of example, the commencement of production or shipment of the goods) shall constitute full acceptance of these Terms and Conditions.

2. Purchase Orders

Only Purchase Orders issued in writing by Olmetex shall be binding upon the parties.

Any amendment or supplement proposed by the Supplier shall require Olmetex's prior written approval.

The Supplier shall confirm acceptance of the Purchase Order within two (2) working days.

3. Specifications of the Goods

The goods supplied shall fully comply with:

- the Purchase Order;
- the technical data sheets and any other technical specifications required by Olmetex S.p.A. Benefit Corporation;
- the product specifications;
- the approved samples;
- all applicable laws and regulations.

OLMETEX S.p.A. Società Benefit

SEDE: 22070 Olmeda di Capiago (Como) - Italy - Via Canturina, 10 - tel. +39 031.46.302.11 - STABILIMENTO: 22030 Orsenigo (Como) - Italy - Via Statale Briantea, 18
e-mail: info@olmetex.it - www.olmetex.it

The Supplier represents and warrants that:

- the goods fully comply with the technical specifications and requirements set out in the Purchase Order;
- the goods are free from defects and non-conformities;
- the materials are suitable for their intended purpose;
- the materials comply with all applicable REACH Regulations, PFAS requirements and the Olmetex PRSL (Product Restricted Substances List);
- Transaction Certificates (TCs) shall be provided for sustainable materials (including GRS, GOTS and OCS certified materials);
- the materials are fully traceable;
- the Supplier shall not modify, without Olmetex's prior written consent, the raw materials, composition, manufacturing process or traceability of the supplied materials.

4. Delivery

Delivery dates are of the essence and shall be strictly binding.

Any anticipated or actual delay shall be communicated to Olmetex without undue delay.

At its sole discretion, Olmetex shall be entitled to:

- accept the delay by granting the Supplier an additional period for performance;
- require express shipment at the Supplier's sole expense;
- cancel the Purchase Order in whole or in part;
- request an appropriate price reduction proportionate to the delay incurred.

Unless otherwise agreed in writing, the risk of loss of or damage to the goods shall pass to Olmetex only upon acceptance of the goods following quantitative and qualitative inspection at the agreed place of delivery.

Delivery shall be made at the location designated by Olmetex, on the dates and at the times communicated by Olmetex.

OLMETEX S.p.A. Società Benefit

SEDE: 22070 Olmeda di Capiago (Como) - Italy - Via Canturina, 10 - tel. +39 031.46.302.11 - STABILIMENTO: 22030 Orsenigo (Como) - Italy - Via Statale Briantea, 18
e-mail: info@olmetex.it - www.olmetex.it

5. Packaging

The goods shall be packaged appropriately so as to prevent any damage during transportation and handling.

Each package shall clearly indicate:

- Purchase Order number;
- item;
- colour;
- batch number;
- quantity;
- weight;
- composition;
- any additional information required by Olmetex.

6. Documentation

Each delivery shall be accompanied by:

- Delivery Note (DDT);
- Packing List;
- required certificates;
- test reports;
- declarations of origin;
- sustainability certifications;
- any additional documentation requested by Olmetex.

7. Quality Inspections

Olmetex shall be entitled to carry out inspections:

- at the Supplier's premises;
- through an independent inspection or testing laboratory;

OLMETEX S.p.A. Società Benefit

SEDE: 22070 Olmeda di Capiago (Como) - Italy - Via Canturina, 10 - tel. +39 031.46.302.11 - STABILIMENTO: 22030 Orsenigo (Como) - Italy - Via Statale Briantea, 18
e-mail: info@olmetex.it - www.olmetex.it



- even after delivery, should latent defects become apparent.

Upon receipt of the goods, Olmetex shall carry out a basic quantitative and qualitative inspection.

Olmetex reserves the right to carry out subsequent inspections and more detailed technical testing.

Acceptance of the goods shall not, under any circumstances, constitute a waiver of Olmetex's right to raise claims in respect of latent defects or non-conformities that could not reasonably have been detected upon ordinary inspection.

8. Claims

Olmetex shall be entitled to raise claims in relation to:

- quality defects;
- dimensional defects;
- aesthetic defects;
- technical non-conformities and/or failure to comply with the technical specifications required by Olmetex S.p.A. Benefit Corporation;
- latent defects;

including after the goods have entered production, where such defects could not reasonably have been detected through ordinary inspection.

The Supplier hereby waives any right to object that the use or processing of the materials has resulted in the lapse of Olmetex's right to raise such claims.

9. Warranty

The Supplier warrants the goods for a period of twelve (12) months from the date of delivery and/or for any longer warranty period provided under the United Nations Convention on Contracts for the International Sale of Goods (CISG), where applicable.

In the event that the goods are defective or otherwise non-conforming, Olmetex shall be entitled, at its sole discretion, to:

- require the Supplier to replace or repair the goods, at the Supplier's sole expense and within a reasonable period of time;
- obtain a price reduction proportionate to the extent of the defects or non-conformities;

OLMETEX S.p.A. Società Benefit

SEDE: 22070 Olmeda di Capiago (Como) - Italy - Via Canturina, 10 - tel. +39 031.46.302.11 - STABILIMENTO: 22030 Orsenigo (Como) - Italy - Via Statale Briantea, 18
e-mail: info@olmetex.it - www.olmetex.it



- return the goods and obtain reimbursement of the purchase price already paid, including transportation costs, reworking costs and any costs incurred by Olmetex vis-à-vis its end customers as a result of such defects.

Olmotex's right to recover any additional damages shall remain unaffected.

Any limitation of the Supplier's liability shall require Olmetex's prior written approval.

10. Prices

The prices agreed for each individual Purchase Order shall be fixed and not subject to revision.

No price increase shall be accepted after acceptance of the Purchase Order unless previously authorized in writing by Olmetex.

11. Payments

Payments shall be made exclusively in accordance with the payment terms set out in the relevant Purchase Order.

Any claim concerning the quality of the goods shall suspend payment solely with respect to the disputed goods.

12. Confidentiality

The Supplier undertakes to keep strictly confidential all technical, commercial and organisational information received from Olmetex.

Such information shall not be used for any purpose other than the performance of the Purchase Order, nor disclosed to any third party without Olmetex's prior written authorization, and shall be protected by appropriate technical and organisational measures to ensure its confidentiality, particularly in digital environments.

The Supplier shall not refer to Olmetex as one of its customers without Olmetex's prior written authorization.

13. Intellectual Property

All samples, drawings, colour cards, technical specifications, prototypes, developments, artwork and documentation supplied by Olmetex shall remain the exclusive property of Olmetex.

The Supplier shall not use such materials for the benefit of any other customer.

OLMETEX S.p.A. Società Benefit

SEDE: 22070 Olmeda di Capiago (Como) - Italy - Via Canturina, 10 - tel. +39 031.46.302.11 - STABILIMENTO: 22030 Orsenigo (Como) - Italy - Via Statale Briantea, 18
e-mail: info@olmetex.it - www.olmetex.it

The Supplier warrants that the goods supplied do not infringe any third-party intellectual property or industrial property rights.

In the event of any such infringement, the Supplier shall indemnify, defend and hold harmless Olmetex against any claim, cost, expense, liability or damage arising therefrom.

14. Sustainability and Ethics

The Supplier warrants compliance with all applicable laws and regulations concerning:

- environmental protection;
- occupational health and safety;
- workers' rights;
- prohibition of child labour;
- prohibition of forced labour;
- anti-corruption legislation.

Olmotex shall be entitled to request documentary audits and/or on-site inspections, either on its own behalf or on behalf of its end customers.

15. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under the Purchase Order where such failure or delay is caused by an event of Force Majeure, including, without limitation, natural disasters, war, riots, acts of governmental authorities, general strikes or widespread interruptions of essential public services beyond the reasonable control of the affected Party.

The Party invoking Force Majeure shall notify the other Party in writing within five (5) days of the occurrence of the relevant event, specifying the nature of the event, its expected duration and the measures taken to mitigate its effects.

Should the suspension continue for more than thirty (30) days, Olmetex shall be entitled to terminate the Purchase Order without incurring any liability or compensation obligation.

16. Personal Data Processing

The Parties undertake to process any personal data exchanged in connection with the performance of the Purchase Orders in compliance with Regulation (EU) 2016/679 (General



Data Protection Regulation – GDPR) and the applicable Italian legislation on the protection of personal data.

Each Party shall, as a general rule, act as an independent Data Controller for the purposes related to the management of the contractual relationship, on the legal basis of the performance of the contract and compliance with applicable legal obligations.

Where one Party processes personal data on behalf of the other Party, the Parties shall enter into a specific Data Processing Agreement pursuant to Article 28 of the GDPR.

Privacy notices and, where required, requests for consent shall be prepared in a clear, understandable and easily accessible manner, in accordance with the principles of transparency, data minimisation and purpose limitation.

17. Termination

Olmotex shall be entitled to terminate the Purchase Order with immediate effect in the event of:

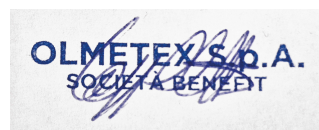
- serious delays;
- repeated non-conformities;
- loss of the required certifications;
- breach of confidentiality obligations or intellectual property rights;
- violation of ethical or environmental regulations;
- the commencement of insolvency, bankruptcy or similar proceedings against the Supplier.

18. Governing Law

These General Terms and Conditions and each individual Purchase Order shall be governed exclusively by the laws of Italy.

19. Jurisdiction

Any dispute arising out of or in connection with the interpretation, performance or termination of these General Terms and Conditions or any individual Purchase Order shall be subject to the exclusive jurisdiction of the Court of Como, Italy.



OLMETEX S.p.A. Società Benefit

SEDE: 22070 Olmeda di Capiago (Como) - Italy - Via Canturina, 10 - tel. +39 031.46.302.11 - STABILIMENTO: 22030 Orsenigo (Como) - Italy - Via Statale Briantea, 18
e-mail: info@olmetex.it - www.olmetex.it

Capitale Sociale € 1.250.000,00 i.v. - C.C.I.A.A. Como 00192600138 - Cod. Fisc. e Partita IVA 00192600138 - N.V.A.T. IT 00192600138