

Böllhoff S.r.l. – General Terms and Conditions of Purchase

[adopted on 31/01/2025]

1. Scope of application of purchase terms

The present General Terms and Conditions of Purchase (hereinafter referred to as the "Terms of Purchase") apply exclusively to all purchase orders for goods and/or services made by Böllhoff S.r.l. (hereinafter also simply referred to as "Böllhoff" or "the Company"). Böllhoff excludes the applicability of any general terms and conditions that differ from or are in addition to these Terms of Purchase, unless expressly agreed to in writing. This requirement applies absolutely, even in cases where – for example – Böllhoff has accepted a supply without reservations, despite being aware that the supplier applies terms of purchase that are contrary to or different from these.

2. Order confirmation and Property Rights

Orders placed by Böllhoff through electronic means are valid even if unsigned.

The supplier must confirm the order in writing within 3 days of receipt, referencing the order number; otherwise, Böllhoff shall be released from any obligations arising from the order.

A late or non-compliant acceptance of Böllhoff's order will be considered a new proposal and will require Böllhoff's acceptance.

Exceptions are made in cases where, based on established practices in the relationship with the supplier, the order is deemed accepted by the supplier even without an explicit confirmation sent to Böllhoff.

The supplier undertakes to respect Böllhoff's intellectual property rights and to use them exclusively within the scope of supplies to Böllhoff.

The supplier expressly acknowledges and agrees that all intellectual and industrial property rights, including, but not limited to, trademarks, patents, inventions, copyrights, industrial designs, utility models, know-how, trade secrets, distinctive signs, as well as domain names and all associated proprietary rights, whether registered or not, including all applications and rights to apply for and receive grants, renewals, or extensions, and rights to claim priority for such rights and all similar or equivalent rights or forms of protection existing now or in the future anywhere in the world, related to illustrations, drawings, calculations, and other documents and models connected to the order and/or the contract with the supplier, including those developed in connection with or related to the purchase order, are and will remain the exclusive property of Böllhoff. The supplier agrees not to file or claim any trademark, patent, design, model, utility model, domain name, copyright, or any other title that could cause confusion with Böllhoff's intellectual or industrial property rights, whether registered or owned by the Company or authorized for the Company's use.

The supplier further commits not to use such rights in a manner that discredits the Company, any of its intellectual or industrial property rights, and/or its products or services, or to perform any act that could diminish and/or otherwise damage the reputation, prestige, or standing of the Company. The supplier also agrees not to alter any intellectual or industrial property rights or use them in ways other than those specifically and strictly authorized by the Company, and to refrain from any act that could compromise their ownership.

Illustrations, drawings, calculations, models, and all other documents related to orders placed by the Company must be destroyed upon completion of the order or – for periodic or continuous supplies (even if regulated by individual purchase orders) – upon termination of the supply relationship, without the need for an express request from Böllhoff. Upon request by Böllhoff, the supplier must immediately return the aforementioned documents to Böllhoff.

The supplier shall be permitted to refer to business relationships with Böllhoff in his publicity material only in case Böllhoff has given express consent in writing.

3. Termination and Withdrawal

If the supplier fails to fulfill any of the obligations outlined in paragraphs 2, 5, 6, 8, 9, 10, 11, and 12, or delivers a product that does not conform to the order (in terms of quantity, quality, or timing), Böllhoff shall have the right to terminate the contract pursuant to Article 1456 of the Italian Civil Code.

If the supplier's financial conditions deteriorate to the extent that they clearly jeopardize the performance of the supply, Böllhoff shall have the right to request the supplier to provide adequate guarantees within a reasonable period and may suspend payment execution in the meantime. Should the supplier refuse to provide such guarantees, Böllhoff shall have the right to terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code.

In the case of periodic supply agreements of indefinite duration, should the supplier intend to withdraw from the contract, they are required to provide six (6) months' prior notice. During this period, the supplier is obligated to ensure the supply requested by Böllhoff. Failure to comply with the notice period will result in the supplier being required to pay Böllhoff a penalty equal to the value of the undelivered goods, without prejudice to additional compensation for damages.

In the case of periodic supply agreements of fixed duration, if the supplier withdraws from the contract before the agreed term, they shall be required to pay Böllhoff a penalty equal to the value of the undelivered goods, without prejudice to additional compensation for damages.

4. Price and terms of payment

The agreed price for the individual purchase is final. With regard to goods, unless otherwise agreed, the supplier shall invoice the Company immediately upon completion of delivery. With regard to services, the supplier shall invoice the Company at the agreed time or upon completion of the services.

All invoices must include the packing lists and the agreed-upon information and documents. Each invoice must clearly indicate Böllhoff's order number and, when provided, the name of the designated Böllhoff employee. To the extent that the obligation for electronic invoicing applies, as provided for by Law No. 205/2017 and its subsequent amendments and additions, the supplier must issue the corresponding invoice using the relevant identification code.

Böllhoff shall have the right to offset and suspend payments in accordance with the applicable law.

5. Delivery

The supplier must strictly comply with the packaging units and the markings on packaging/labels as prescribed by Böllhoff.

The supplier undertakes to use appropriate means of transport and – where expressly agreed – to use only transport methods authorized by Böllhoff to avoid damage and compromise to the quality characteristics of the goods.

In the case of "ex-works" delivery, Böllhoff reserves the right to specify the carrier to be used by the supplier.

The supplier must provide the appropriate supply declarations for all goods manufactured within the European Union, and it is assumed that such goods comply with the provisions of Regulation (EU) No. 952/2013 and its subsequent amendments.

Goods originating outside the EU must be clearly marked by the supplier with the indication "Non-EU Product" or in a manner acceptable to EU customs authorities. Specifically, the supplier must provide declarations regarding the preferential or non-preferential origin of imported goods.

6. Delivery Times and Penalty Clause

The delivery time stated in the purchase order is binding.

The supplier must inform Böllhoff without delay in writing if the agreed delivery time cannot be met.

Böllhoff reserves the right to reject deliveries that arrive before the agreed delivery date at the supplier's expense. Early deliveries must be expressly approved by Böllhoff. If Böllhoff does not reject the goods, it will store them at its premises until the agreed delivery date, at the supplier's expense and risk. In cases where goods are delivered before the agreed delivery date, Böllhoff reserves the right to make payment based on the agreed delivery date, taking into account the originally agreed payment terms.

Böllhoff will only accept partial deliveries if explicitly agreed upon in advance. The supplier must inform Böllhoff of any missing quantities at the time of partial delivery.

In the event of a delivery delay, if the required information is not provided and no subsequent agreement is reached, Böllhoff reserves the right to impose a penalty of 0.3% of the supply value for each day of delay, up to a maximum of 10% of the supply value. Böllhoff may demand payment of the penalty along with the fulfillment of the delivery. It is sufficient for Böllhoff to reserve the right to demand the penalty within 14 days of receiving the delayed delivery or to deduct the penalty from the invoiced amount owed to the supplier. Böllhoff reserves the right to seek compensation for additional damages arising from the delay that exceed the contractual penalty.

Böllhoff retains all legal rights in the event of non-performance in delivery. Specifically, Böllhoff has the right to claim damages for non-performance after extending the original deadline by an appropriate period and accounting for any collected penalties.

If a calendar week is agreed upon as the delivery date, Böllhoff must receive the goods no later than the close of business on Friday of that calendar week.

To meet the delivery deadline, the goods must be delivered to the address or destination site specified by Böllhoff.

7. Transfer of risk

Notwithstanding the provisions of Article 6 ("Delivery Times and Penalty Clause") regarding goods delivered before the agreed delivery date, the risks are transferred to Böllhoff at the moment of unloading at Böllhoff's registered office, where the goods must be received, or at the agreed shipping or usage location.

8. Quality assurance, inspection for defects and warranty period

The supplier is obligated to maintain an adequate level of quality equivalent to the latest state of the art and to provide proof of this upon request. Böllhoff will examine the delivered goods to verify any discrepancies in quality and quantity within a reasonable period of time; Böllhoff will have the right to notify the supplier of any defects within 30 days of discovering the defect.

The warranty period is 12 months from the date the shipment is received. In the case of defects in the goods, Böllhoff has the right to request repair of the defects or the replacement of the goods. If the supplier is unable to do so within an adequate time frame established by Böllhoff, the company may repair the defects or obtain the replacement of the goods at the supplier's expense to avoid a supply shortage. In urgent cases, after consulting with the supplier, Böllhoff may take the actions deemed most appropriate without granting an additional grace period.

The supplier indemnifies Böllhoff from all claims for compensation, both actual and consequential, received from Böllhoff's customers due to any defect in the supplied goods, particularly transportation, labor, and/or

material costs. In any case, Böllhoff retains all legal warranty rights, which authorize it to request, at its discretion, a reduction in the purchase price of the defective goods or to terminate the contract and claim compensation for any damage incurred.

The supplier guarantees to Böllhoff that at the time of delivery, the goods comply with the technical specifications agreed with Böllhoff and are fit for the specific use for which they are intended. In addition, the supplier guarantees that the supply complies with the requirements and certifications stipulated by Italian law and EU regulations, as well as all other applicable provisions and regulations, including those outside the EU, in the destination country regarding the goods supplied (in particular with DIN standards in force, if applicable). The supplier guarantees the conformity of its supplies to any technical specifications required by Böllhoff's customers, once Böllhoff has specified them during the request for a quote and/or the formulation of the order. Acceptance rules under ISO 3269 are expressly agreed upon. In the case of surface finishing of parts with high rigidity, the supplier guarantees that it has produced and inspected the supplied goods in accordance with DIN 50969 and/or DIN/ISO 4042 standards.

Where the company and the supplier have signed a specific quality warranty agreement, the terms of that agreement shall prevail over any conflicting provisions in the General Terms and Conditions of Purchase.

9. Prohibited chemicals, hazardous materials and environmental protection

The supplier is required to comply with the regulations on hazardous materials set forth in the REACH Regulation (EU) No. 1907/2006 and to fulfill the resulting information obligations towards Böllhoff. Should compliance with these regulations require a modification of the goods supplied by the supplier or affect the range of possible uses or the quality of the goods, the supplier is obligated to promptly inform Böllhoff.

By accepting the order, the supplier confirms that all goods supplied comply with Regulation (EU) No. 1907/2006 (REACH) as well as Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) and the corresponding national implementing provisions.

10. Product recall and liability insurance for product-related damages

In the event of product liability claims, the supplier shall indemnify Böllhoff from any liability to the extent that the damage is caused by a defective product supplied by the supplier.

The supplier shall bear the costs and expenses associated with a recall campaign caused by a defective product.

The supplier must take out an insurance policy to cover product liability risks, with an adequate level of coverage for the entire duration of the commercial relationship with Böllhoff, including coverage for the risk of having to recall defective products. Upon request, the supplier must also provide adequate evidence supporting the existence of the insurance policy and the level of coverage.

11. Assignment of credits

The assignment of credits arising from the supply relationship requires the explicit consent of Böllhoff.

12. Confidentiality

The supplier shall treat all commercial and operational information of or from Böllhoff or Böllhoff's customers, where such information is not in the public domain and is not intended to be passed to third parties and of which the supplier gains knowledge as a result of the business relationship, as confidential and as a business secret and shall not directly or indirectly make such information accessible in whole or in part to third parties and shall use such information only for the contractually intended purposes. This shall also apply to the period following termination of the business relationship.

This is without prejudice to the provisions of any Non-Disclosure Agreement (NDA) that may have been signed between Böllhoff and the supplier.

13. Place of performance

Unless otherwise agreed, the place of performance of the contract is the registered office of the Company.

14. Choice of law and place of jurisdiction

The law of the Italian Republic shall apply exclusively.

The exclusive jurisdiction for any dispute arising from agreements to which these General Terms and Conditions of Purchase apply shall be the Court of Milan, Italy. However, Böllhoff is also entitled to resort to the competent courts for the supplier's place of residence.

15. Processing of Personal Data

Böllhoff, as the data controller, processes (if applicable) the personal data of the supplier and/or the individuals working at the supplier (who qualify as "data subjects" under the law) in accordance with the provisions of Regulation (EU) No. 2016/679 ("GDPR"), and Legislative Decree 196/2003 ("Privacy Code"), as well as subsequent amendments and integrations.

The processing is aimed at (i) the execution of the contract/ commercial relationship and all connected obligations, including pre-contractual ones, including administrative and accounting aspects (Article 6(1)(b) GDPR), (ii) compliance with legal or regulatory obligations, whether national or international, and/or orders issued by competent authorities (Article 6(1)(c) GDPR), (iii) conducting any verification activities (including solvency checks) necessary and/or preparatory for the management and/or execution of the contractual relationship (Article 6(1)(f) GDPR), and (iv) the exercise and defense of the company's rights, including for debt recovery purposes, and also carried out through third parties (Article 6(1)(f) GDPR).

The data processing will be conducted using appropriate methods and tools, as reasonably necessary, to ensure security and confidentiality. Personal data may be disclosed to the employees/associates of the Company, as authorized for processing and subject to specific confidentiality obligations, as well as to individuals, whether public or private, to whom data communication is strictly necessary for the pursuit of the above-mentioned purposes and compatible with these, including, by way of example, credit institutions, judicial or supervisory authorities, public administrations, entities and public bodies, insurance companies, debt collection agencies, commercial information companies, as applicable and based on evaluations made from time to time as independent data controllers or external processors.

Personal data will not be transferred outside the European Economic Area unless strictly necessary for the execution of the purposes described above and in compliance with the requirements established by Articles 44 and following of the GDPR.

Personal data will be retained for the time strictly necessary to pursue the purposes set out in this privacy notice and, in any case, for the maximum period provided by applicable legal provisions regarding the prescription of rights and/or expiration of claims.

Data subjects may request the Company to exercise their rights under the GDPR, including in particular the right to (i) access (including for the purpose of knowing the origin of the data, the purposes and methods of processing, and the logic applied to it, as well as the identification details of the controller, the data processor, and the categories of recipients to whom the data may be communicated), (ii) update, rectify, or delete the data (including by transforming it into an anonymous form or blocking), (iii) request a limitation of the processing or object to processing, (iv) request, if applicable, data portability, (v) revoke, at any time, consent given. It is also the data subject's right to file a complaint with the Supervisory Authority in the cases provided for by the GDPR. To exercise these rights, it will be sufficient to send a communication to the

company at its registered office address.

16. Organisation, management and control model pursuant to Legislative Decree No. 231/2001 and Code of Ethics

The supplier declares that it has read and understood the contents and obligations set forth in the Organisation, Management and Control Model adopted by Bollhoff S.r.l. pursuant to Legislative Decree No. 231/2001 and in the Code of Ethics inspired by the principles and guidelines defined by the Wilhelm Böllhoff GmbH & Co.KG Group ("Code of Ethics"). The supplier undertakes, in the performance of this contract, also on behalf of its own employees and/or collaborators and/or temporary workers, to observe, have observed and comply with the rules, procedures and principles contained in the Model and in the Code of Ethics and to refrain from any conduct that might constitute an offence under Legislative Decree No. 231/2001. The supplier hereby indemnifies Bollhoff for any sanctions or damages that may be incurred by the latter as a consequence of the breach of the above-mentioned documents by the supplier or its collaborators, if any.

The supplier, in particular, declares that it employs only personnel hired with a regular employment contract, in compliance with the social security, tax, insurance and immigration regulations, and that the non-authenticity of the aforementioned declarations constitutes a serious breach, pursuant to Article 1455 of the Civil Code.

The supplier agrees that the contract will be terminated pursuant to and for the purposes of Article 1456 of the Italian Civil Code in the event of behaviors contrary to the principles contained in the Model and the Ethical Code, which could involve the risk of committing predicate offenses under Legislative Decree 231/2001.

Supplier's signature

The supplier declares that they have reviewed all the clauses of the Terms and Conditions of Purchase and specifically approves the following articles: 3. Termination and Withdrawal; 6. Delivery Times and Penalty Clause; 7. Transfer of Risks; 8. Quality Guarantee, Defect Inspection, and Guarantee of Proper Functioning; 11. Assignment of Credits; 14. Applicable Law and Competent Court; 16. Organization, Management, and Control Model under Legislative Decree 231/2001 and Ethical Code.

Supplier's signature
