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|  | <h1>General Purchasing Terms and Conditions</h1> | <br>Organizzazione con SGI<br>UNI EN ISO 9001:2015 - Nr 50 100 10224<br>UNI EN ISO 14001:2015 - Nr 50 100 15508 | CP_001                |
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## 1. PURPOSE

The purpose of this 'agreement' is to regulate the commercial relationship with the Supplier, with the aim of improving the purchasing, quality control and productivity processes. The provisions contained in this agreement replace any prior arrangements and are the sole and exclusive terms binding between the Parties. Over the years, cooperation between OSMA STAMPI Srl and its suppliers has become increasingly important and strategic. Therefore, OSMA STAMPI Srl requires timely deliveries, excellent product quality (a 'zero defects' policy) and strict compliance with current product safety and environmental protection regulations for the benefit of consumers and the environment.

Whereas

OSMA STAMPI Srl operates in product development, the design and manufacture of molds and equipment, plastic material processing, surface finishes, system assembly and testing.

It is a primary interest of OSMA STAMPI Srl to guarantee its customers a high quality standard, reliable products and processes, technological innovation, highly competitive services and costs. For this reason, OSMA STAMPI Srl prefers suppliers certified to ISO 9001:2015 and able to demonstrate an organization managed in accordance with that standard.

The SUPPLIER declares to share the foregoing and therefore undertakes to establish with OSMA STAMPI Srl a high level of collaboration, based on organizational integration mechanisms (Co-design, Self-Qualification, Self-Certification, Just in time / Sequence, etc.).

OSMA STAMPI Srl intends to govern its future contractual relationships with the SUPPLIER according to the conditions set out in this framework agreement.

In light of the above—which is considered an integral and essential part of the conditions regulating the relationship between the parties—OSMA STAMPI Srl and the SUPPLIER agree as follows:

## 2. DEFINIZIONI

In this framework agreement, the following terms shall have the meanings set out below:

- 'Specific Equipment owned by OSMA STAMPI Srl or by the end customer': molds, ultrasonic welding sonotrodes, pads, control fixtures and gauges, sprue cutting equipment, assembly equipment and related accessories, which—even if not subject to an industrial property right or not confidential in nature—make it possible to manufacture and/or check a product by shape, function or composition that distinguishes it from others available on the market.
- 'Self-Certification' or 'Free-pass': a written statement (certificate of quality and conformity) by which the SUPPLIER guarantees to OSMA STAMPI Srl that the contractual products supplied comply with the agreed requirements and are therefore manufactured using suitable materials, means and processes previously agreed and approved, so as to ensure conformity to the shared specifications.
- 'Self-Qualification': a declaration by which the SUPPLIER certifies and guarantees to OSMA STAMPI Srl that the contractual products have successfully passed—under serial production conditions (using final series materials, equipment and processes)—the tests and processes for experimentation and production ramp-up and are therefore compliant with the agreed requirements.
- 'Goods', 'Merchandise', 'Product': parts and/or components and/or modules and/or systems and/or production processes and/or services subject to the contract.
- 'End Customer': OSMA STAMPI Srl's end customer.
- 'Supply Sheet': document by which OSMA STAMPI Srl defines the SUPPLIER's process parameters, the control plan, the 'Regulations to which the purchased good/service must comply', etc.
- 'General Conditions': the conditions contained in this framework agreement.
- 'Compliant with the Agreement', in relation to the contractual Products: conformity of the products to the OSMA STAMPI Srl or End Customer standards/specifications, in any case previously shared with the SUPPLIER and indicated in the Supply Sheet.
- 'DDT': transport document.
- 'Defect', 'Scrap' or 'Non-Conformity': any quality deviation of the Product that is not Compliant with the Agreement as compared with what was agreed when ordering the good/service.
- 'Technical Information': all information, technical and/or technological documentation, samples or reference models given to the SUPPLIER for the engineering, testing, development and control of the object of the Order and/or prototypes, OSMA STAMPI Srl or end customer equipment and related systems.
- 'Regulation': any applicable or envisaged law, regulation, administrative provision or judicial/administrative measure.

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- 'Open Order': a request from OSMA STAMPI Srl to the SUPPLIER to purchase/supply contractual Products, with quantities predetermined as those estimated to be consumed by OSMA STAMPI Srl within the time period expressly indicated and agreed between SUPPLIER and OSMA STAMPI Srl (week/month/year), it being understood that such quantities and times are not binding on OSMA STAMPI Srl.
- 'Scheduled Order': a request from OSMA STAMPI Srl to the SUPPLIER to purchase/supply contractual Products where, with the type of Product and unit price (price list) predetermined, the quantity of Product to be delivered is indicated according to an agreed schedule.
- 'Closed Order': a request from OSMA STAMPI Srl to the SUPPLIER to purchase/supply contractual Products in which the product quantity, price, and delivery terms and methods are expressly indicated.
- 'System': the set of components and/or parts physically and/or logically coordinated with each other to form an organic whole intended to perform one or more functions.
- 'Force Majeure': causes not directly or indirectly attributable to the actions of the SUPPLIER and/or OSMA STAMPI Srl.
- 'Carriage Forward' or 'Ex Works': shipment of goods with transport payment and responsibility borne by the consignee.
- 'Carriage Paid': shipment of goods with transport payment and responsibility borne by the consignor.
- 'Lead-time': the order throughput time.
- 'Time to market': lead-time of a new product.
- 'Time to order': lead-time of an existing product.
- 'Procurement time': lead-time of a purchased product.
- 'FCM': food contact material.
- 'GMP': good manufacturing practices.

### 3. ORDERS

3.1 OSMA STAMPI Srl sends its Orders to the SUPPLIER by e-mail.

3.2 The Order shall be deemed accepted and therefore becomes irrevocable upon the lapse of two (2) business days from its dispatch without the SUPPLIER having rejected it, or earlier, from the moment when OSMA STAMPI Srl receives from the SUPPLIER a copy of the Order duly signed for acceptance. In any case, even partial performance of the Order constitutes tacit acceptance of the entire Order by the SUPPLIER. OSMA STAMPI Srl shall be free to accept or not the Goods nevertheless delivered by the SUPPLIER in execution of an Order previously rejected.

3.3 The Specifications and delivery terms indicated in the Order are essential and mandatory, since any non-observance may cause serious liabilities for OSMA STAMPI Srl vis-à-vis the End Customer. The SUPPLIER is therefore obliged to carefully verify the content of the Order for the purposes of acceptance and/or rejection.

3.4 Assignment or subcontracting, in whole or in part, of the Order is prohibited unless authorized in writing by OSMA STAMPI Srl. In any event, the SUPPLIER shall remain personally and fully liable, jointly and severally with any third parties it engages, for proper performance of the Order and full observance of the contractual conditions, including the part entrusted to third parties.

3.5 The fact that OSMA STAMPI Srl has not exercised, at any time, a right granted to it by these General Conditions or has not demanded performance by the SUPPLIER of any of its obligations shall not in any way be construed as an express or tacit waiver of the right to avail itself of such right in the future, nor of the right to demand exact performance of the SUPPLIER's obligations.

3.6 Assignment of the SUPPLIER's receivable is prohibited.

3.7 In performing the work (or the service), the SUPPLIER undertakes to use exclusively its own personnel (regularly employed or used under a lawful staff leasing contract) who must be qualified and suitable for the work to be carried out.

3.8 The SUPPLIER undertakes to ensure for its personnel remuneration not lower than that established by the collective bargaining rules in force for the National Collective Labor Agreement (CCNL) signed by the trade unions comparatively most representative at national level for the sector, also guaranteeing regular accrual of T.F.R. (severance indemnity) accrued by said personnel during the execution period of the contract, as well as to strictly observe all obligations and charges relating to welfare and assistance, social insurance (including accident insurance) arising from the provisions of the laws and regulations in force. For such purposes, the contractor is therefore required to provide

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the principal, during the contractual relationship and in any case prior to any payment, with documentation proving regular fulfillment of the aforesaid obligations (e.g., a copy of the submission receipt of UNIEMENS contribution returns and payment receipt (F24 form) for the relevant month, as well as the document similar to the repealed DM10 concerning the UNIEMENS return for all staff on payroll for the relevant month; documentation relating to the latest self-assessment of the INAIL premium and related payments via F24; a valid DURC; documentation proving regular accrual of T.F.R. to any supplementary pension funds; a copy of banking and/or accounting documentation proving regular payment of wages). In any case, the principal reserves the right, through its appointees and with 24 (twenty-four) hours' prior notice, to carry out accounting audits at the contractor's premises to ascertain compliance with the above obligations, including that concerning regular accrual of T.F.R. for personnel employed in the contract; it is also understood that such right may be exercised by the principal even after conclusion of this contract and for at least two years thereafter.

#### 4. CONFIDENTIALITY

The Non-Disclosure Agreement available on the website ([www.osma-group.com/download](http://www.osma-group.com/download)), identified as MD\_002 – Accordo di Riservatezza (ITA) / MD\_002 – Confidentiality and Non-Disclosure Agreement (ENG), forms an integral part of this Contract.

#### 5. INTELLECTUAL AND INDUSTRIAL PROPERTY AND WARRANTY AGAINST COUNTERFEITING

Each party shall promptly inform the other in writing if it becomes aware of any actions brought or that may be brought by third parties due to alleged infringement of intellectual and/or industrial property rights with reference to Products delivered or to be delivered; in such case, the Parties shall consult with each other on the measures to be taken.

The SUPPLIER undertakes, in any case and insofar as it is responsible, to respect third-party rights and to be liable, including towards OSMA STAMPI Srl, for any infringement thereof.

The SUPPLIER warrants ownership of or the right to use the information, drawings and, in general, the contents of the documents and the process used for the production and supply of the Product. The SUPPLIER further warrants that there are no patents or constraints that could prevent the production and sale of the Product.

OSMA STAMPI Srl retains industrial property in relation to the designs and technical specifications communicated to the SUPPLIER in connection with this contract, including, without limitation, confidential commercial and/or company information pursuant to Article 98 of Legislative Decree No. 30 of 10 February 2005.

The SUPPLIER is required to maintain the strictest confidentiality on designs, technical data and any other information, including those referred to in the preceding clause, of which it has become aware as a result of this contract. In particular, such confidentiality shall apply, without limitation, to data, information and documents that OSMA STAMPI Srl expressly qualifies as secret or confidential.

With regard to the confidentiality obligation, the SUPPLIER undertakes to limit disclosure of the confidential information to its employees, consultants, agents and collaborators strictly to the extent necessary to perform the Supplies and fully fulfill this contract. In any event, the SUPPLIER shall remain responsible and liable towards OSMA STAMPI Srl, possibly jointly and severally with the persons materially responsible, for any breach of the confidentiality obligation.

This confidentiality obligation enters into force on the date of signature by the Parties and shall continue until the confidential information becomes known to the generality of the operators in the sector. When one or more elements of the confidential information becomes public, the confidentiality obligation shall nevertheless remain in force with respect to those elements that are not yet public.

Upon expiration, withdrawal or termination of this contract, the SUPPLIER shall immediately return to OSMA STAMPI Srl, without retaining any copy, any document, drawing, project, models or prototypes or other material containing confidential information, including, without limitation, the attached documents, and shall cause immediate return by all of its employees, consultants, agents, collaborators, as well as third parties referred to in Art. 3 above and their employees, consultants, agents, collaborators.

In the event of a breach of confidentiality as above, the SUPPLIER shall pay OSMA STAMPI Srl, as a liquidated damages penalty, an amount to be quantified, which will be determined based on the severity of the established breach and the reputational damage thereby caused to OSMA STAMPI Srl, without prejudice to any greater damages.

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In the event of any legitimate patenting by the SUPPLIER of industrial or intellectual property rights relating to the Supplies, the parties shall agree specific terms of use.

## 6. OSMA STAMPI SRL SPECIFIC EQUIPMENT

Specific Equipment of OSMA STAMPI Srl or the end customer, including molds that OSMA STAMPI Srl makes available to the SUPPLIER on a loan-for-use basis to perform the Order, remains the exclusive property of OSMA STAMPI Srl or the end customer. The SUPPLIER is responsible for their management/ safekeeping/ care, and for any loss, destruction or damage.

To this end, with regard to OSMA STAMPI Srl or end customer Specific Equipment, the SUPPLIER must: (a) have third-party liability insurance (first absolute risk) against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage, with a limit appropriate to the estimated value of the Specific Equipment and/or as indicated by OSMA STAMPI Srl. The SUPPLIER shall provide OSMA STAMPI Srl with a copy of the insurance policy upon request. The SUPPLIER must also install an adequate alarm system in the premises used for storing the specific equipment; (b) ensure, at its own expense, ordinary maintenance and keep and use molds and specific equipment with the utmost care and efficiency. With specific reference to electroplating frames and painting racks, the SUPPLIER must ensure both ordinary and extraordinary maintenance at its own expense; such activities may in no case limit—even temporarily—production capacity; (c) inform OSMA STAMPI Srl with the utmost urgency of the need for extraordinary maintenance, replacement or remanufacture. It is understood that any decision in this respect shall be the exclusive responsibility of OSMA STAMPI Srl, as will any related costs, unless such events are due to SUPPLIER negligence; in such cases, the costs incurred for repair or remanufacture shall be charged to the SUPPLIER; without prejudice to the above for electroplating frames and painting racks; (d) not transfer them outside its premises without OSMA STAMPI Srl's written authorization. When authorized, the transport must be insured as per point (a) above; (e) allow OSMA STAMPI Srl personnel to check their conditions of use, status and conservation standards; (f) not transfer possession or grant enjoyment to third parties, on any basis whatsoever, unless authorized in writing by OSMA STAMPI Srl; (g) not use or allow use for activities not directly related to the performance of the Order or for the production of spare parts. The SUPPLIER is prohibited from using OSMA STAMPI Srl Specific Equipment as well as the Products derived therefrom for purposes unrelated to the performance of OSMA STAMPI Srl Orders; (h) follow all instructions from OSMA STAMPI Srl concerning their storage, return, dismantling and safe use.

With respect to equipment owned by the SUPPLIER and specifically manufactured by it to perform OSMA STAMPI Srl Orders (including, by way of example only: assembly, welding, laser marking, pad printing, screen printing fixtures), the SUPPLIER irrevocably undertakes to transfer them to OSMA STAMPI Srl, if so requested by the latter, in the event of cessation for any reason of the supply, at a price corresponding to the residual value of such equipment, net of any 'expense contribution' already paid by OSMA STAMPI Srl to the SUPPLIER and invoiced. To determine the residual value of the equipment, at the time of manufacture the SUPPLIER shall notify OSMA STAMPI Srl of the value of any equipment specifically intended for execution of OSMA STAMPI Srl Orders, also indicating the depreciation criteria. For all of the above, OSMA STAMPI Srl will draw up a 'Private Agreement' in order to define the conditions of the asset subject to loan-for-use.

## 7. DELIVERY

6.1 Unless otherwise agreed, for the purposes of meeting delivery deadlines and the transfer of risk from the SUPPLIER to OSMA STAMPI Srl, delivery shall be deemed to have occurred upon delivery of the Goods to OSMA STAMPI Srl's warehouse.

6.2 OSMA STAMPI Srl is entitled to reject, at the SUPPLIER's expense and risk, Merchandise arriving before the agreed date; otherwise, OSMA STAMPI Srl may charge the SUPPLIER the warehousing costs and financial charges: in any case, the payment terms for the invoice shall run from the originally agreed delivery date. Delivery terms are mandatory. In the event of delay in delivery of the Goods not due to Force Majeure, the SUPPLIER shall pay OSMA STAMPI Srl a penalty equal to 10% of the price of the undelivered Goods for each day of delay, without prejudice to the right to claim further damages. In the event of delay exceeding 5 days from the agreed delivery date, OSMA STAMPI Srl shall also be entitled to terminate the Order by simple written notice to the SUPPLIER, demanding payment of the penalty accrued up to that time and compensation for all additional damages suffered and to be suffered.

6.3 In the event of proven Force Majeure that may delay performance of the Order, the SUPPLIER must immediately notify OSMA STAMPI Srl in writing, specifying the actions taken to mitigate the effects: in such case, OSMA STAMPI Srl shall be free to withdraw from the Order or to grant a postponement of the delivery term, consistent with its business needs.

6.4 In the case of open or scheduled orders, the lead-time granted to the SUPPLIER shall be four (4) weeks from order date / delivery schedule, of which two (2) weeks confirmed for non-processed products and two (2) weeks confirmed for processed products. OSMA STAMPI Srl may

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request changes to the content of open or scheduled orders and the SUPPLIER shall endeavor to meet OSMA STAMPI Srl's request by using all of its production capacity (raw materials, manpower/machines, transport, etc.).

## 8. PRICES

The prices indicated in the SUPPLIER's offer may not be changed. OSMA STAMPI Srl will not recognize any additional costs of any kind incurred by the SUPPLIER that are not previously authorized in writing by OSMA STAMPI Srl.

The prices indicated in the Order are fixed and not subject to any change, unless otherwise specified in writing in the Order.

Prices for open or scheduled orders are not subject to change, as they are predefined through a commercial price list agreed between the SUPPLIER and OSMA STAMPI Srl, which must specify: OSMA STAMPI Srl item code, unit price and price list effective date.

## 9. TRANSPORT DOCUMENT, PACKAGING, IDENTIFICATION OF GOODS, INVOICE AND PAYMENT

9.1 The transport document must include: Purchase Order number, OSMA STAMPI Srl item code, any SUPPLIER code, description of the goods, unit of measure, quantity and reason for shipment, net and gross weight and number of packages, number of the production lot.

9.2 Packaging must meet the following requirements: different item codes must be packed separately (the same container cannot contain different item codes); only Euro-pallets or similar (800x1200 mm) may be used. The packaging used must be suitable for the goods transported, according to their weight, size and quality. Packaging materials must not damage, alter or contaminate the goods transported; their arrangement inside the packaging must not impair the surface finish, of any kind, nor deform (even if not permanently), break or even crack the goods. The container must be ergonomic and allow easy handling in safe conditions.

9.3 Identification of goods: the essential data that must be marked on each container, to allow correct identification and traceability of the purchased goods, are: supplier's name and address, OSMA STAMPI Srl item code, description of the goods and quantity, numbering of the lot belonging to the same item code, number of the SUPPLIER's transport document and, if expressly requested, the End Customer's item code.

9.4 Invoices must state the amount corresponding to what is indicated on the transport document, including the DDT number.

9.5 Payment of the agreed consideration is in any case subject to OSMA STAMPI Srl's receipt of all documentation, duly completed, as mentioned above.

9.6 If, in the context of their relationship, the parties have mutual receivables and payables, set-off shall apply by operation of law up to the amount concerned.

9.7 If the SUPPLIER or third parties it has engaged misappropriate or unlawfully retain packaging, including pallets, owned by OSMA STAMPI Srl or the End Customer, the SUPPLIER shall be charged an amount corresponding to their purchase price or to the charge applied to OSMA STAMPI Srl by the End Customer.

## 10. SPARE PARTS

10.1 The SUPPLIER must guarantee the availability—or the possibility to manufacture under the same conditions—of the Products, their components and spare parts for at least ten years from the date of the last supply. The SUPPLIER will be authorized to deliver spare parts from current series production, provided it ensures it is technically feasible and economical to install such components in older products.

## 11. ACCEPTANCE AND TESTING

11.1 Supplied Goods must be accompanied by a certificate of quality and conformity (self-certification / free-pass) and will be accepted by OSMA STAMPI Srl after verifying their quantity and quality. Taking delivery and/or receipt and/or payment may not in any case be interpreted as immediate quantitative and/or qualitative acceptance of the Goods supplied.

11.2 OSMA STAMPI Srl may in any case refuse materials delivered in excess and may return them directly, carriage forward, to the SUPPLIER.

11.3 If the supplied lot is not Compliant with the Agreement, OSMA STAMPI Srl shall have the right, at its discretion, to: (a) return the goods so that the SUPPLIER may, within the agreed time, sort them and eliminate the anomaly. In the case of urgent deliveries, the SUPPLIER must



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promptly replenish the same quantities returned as non-Compliant, replacing them with defect-free products. In both cases, transport shall be at the SUPPLIER's expense. (b) sort and/or rework the non-Compliant product at its own care but at the SUPPLIER's expense, after consultation with the latter, when production stoppage would cause greater damage. (c) request a price reduction while still accepting the non-Compliant goods. OSMA STAMPI Srl shall in any case be entitled to compensation for direct and indirect damages suffered and to be suffered due to the non-conformity; if the Order has not yet been fully performed, OSMA STAMPI Srl may also refuse to receive Goods not yet delivered without further charges or claims by the SUPPLIER. Unless otherwise communicated by OSMA STAMPI Srl, the goods returned for replacement as per point (a) above must be replenished within the time limits set by OSMA STAMPI Srl's production requirements and, in any case, no later than 5 business days after receipt of the Non-Conformity report. OSMA STAMPI Srl has the right to suspend invoice payments until the Non-Conformity is resolved and/or defined. The non-conformity management procedure, after phone and/or e-mail notification, provides that OSMA STAMPI Srl sends the 'Testing and Charge Report', where OSMA STAMPI Srl will report to the SUPPLIER the description and quantity of the Non-Compliant Good, the anomaly found, the decision regarding how to manage the non-Compliant goods and, where applicable, the details of the charge for direct and indirect costs to the SUPPLIER. In any case, the SUPPLIER will have five business days from receipt of the 'Testing and Charge Report' to send any written justification to OSMA STAMPI Srl. After that period, if no justification is received, OSMA STAMPI Srl may proceed to issue a debit note, without prejudice to further and/or subsequent charges, including in relation to the outcome of any dispute with the End Customer. After receipt of the 'Testing and Charge Report'—unless otherwise specified in the document—the SUPPLIER must: within 24 hours, respond to the complaint using the 8D form, describing the anomaly and containment actions to mitigate the issue; within 48 hours, communicate arrangements for collecting the Non-Compliant Goods (failing which, OSMA STAMPI Srl will proceed at its own care, but in any case charging the SUPPLIER the related costs); within 72 hours, update the anomaly analysis (8D), including corrective and preventive actions to avoid recurrence.

11.4 The SUPPLIER must ensure that storage areas for Non-Compliant products are adequately secured against unauthorized access by its personnel and/or third parties and shall in any case be responsible for any unauthorized removal of Products; the SUPPLIER must also ensure appropriate scrapping when expressly authorized by OSMA STAMPI Srl.

11.5 For molds, electroplating/PVD frames, painting racks, control equipment and/or devices of any kind, authorization for invoice payment is subject to a successful test carried out under serial production conditions and in the presence of OSMA STAMPI Srl personnel.

11.6 It is understood that modification or remanufacture of OSMA STAMPI Srl or end customer specific equipment as a result of a negative test is entirely at the SUPPLIER's expense, unless otherwise agreed in writing.

11.7 With respect to injection molds, the specific conditions CP\_003 'General Purchasing Conditions for Molds', attached as Annex B, form an integral part of this contract.

## 12. WARRANTY

12.1 The SUPPLIER warrants that the goods are free from any flaw or defect, that they conform to the Agreement and to legal requirements, and that OSMA STAMPI Srl or the End Customer may check them at any time, before or after their use in production, during or after their assembly on the finished product and/or after being placed on the market, including as spare parts, for a period of 12 months from the date of delivery, unless a longer term is specified in the technical specifications or in the Order.

12.2 Without prejudice to the foregoing, if the Non-Conformity is detected after the part has been assembled and OSMA STAMPI Srl and/or its End Customer has already placed the System on the market, the SUPPLIER shall also reimburse OSMA STAMPI Srl for all direct and indirect costs necessary to repair the System.

12.3 Notwithstanding Articles 1495 and 1667 of the Italian Civil Code, OSMA STAMPI Srl has 60 days to notify the SUPPLIER of the Non-Conformity from the moment it becomes aware thereof.

## 13. SAFETY, ENVIROMENTAL IMPACT AND SOCIAL RESPONSIBILITY – QUALITY, SAFETY, ENVIROMENT

13.1 The process, materials and substances used for the production of the Merchandise and related packaging must comply with document PQ\_009\_SF 'Supply Sheet', with applicable environmental protection, health, safety and personal rights regulations. By way of non-exhaustive example, the main ones include: Delegated Directive (EU) 2015/863 (RoHS III) of 31 March 2015 amending Annex II to Directive 2011/65/EU; Directive 96/2002/EC (WEEE); Regulation 1907/2006/EC (REACH); Regulation 842/2006/EC concerning fluorinated greenhouse gases; Regulation 1005/2009/EC on substances that deplete the ozone layer; Ministerial Decree 13/04/2010 banning products containing the biocide

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dimethylfumarate; Regulation 1272/2008/EC (CLP); California Proposition 65 (OEHA); Regulation 1935/2004/EC 'FCMs'; Regulation 2023/2006/EC 'GMP'; FCM Regulation; Regulation (EU) 2017/852 (Mercury); Regulation (EU) 2019/1021 on Persistent Organic Pollutants (POPs); and Per- and Polyfluoroalkyl Substances (PFAS).

13.2 With reference to publication of the list of substances defined as SVHC (Substances of Very High Concern) pursuant to Article 59(1) of Regulation (EC) 1907/2006 ('REACH') (the so-called Candidate List published by ECHA on its website) or any amendment thereto, under Article 33 of that Regulation, if the Products supplied contain one or more substances listed in the Candidate List at a concentration above the limits defined from time to time, the SUPPLIER shall carry out the legally required (pre-)registration and promptly inform OSMA STAMPI Srl and send, by e-mail to [quality@osmastampi.it](mailto:quality@osmastampi.it), a written statement specifying the name of the substance, CAS number, % w/w (weight/weight), and any information necessary to enable the safe use of the Products supplied. Pursuant to EC Regulation No. 1207/2001 (EC No. 1617/2006) on the long-term declaration by the SUPPLIER for products with originating status under a preferential scheme, by performing the Order the SUPPLIER undertakes to promptly inform OSMA STAMPI Srl if the supplied Merchandise is not of European Community origin and does not meet rules of origin governing preferential trade with states defined from time to time (e.g.: ACP – States in Africa, the Caribbean and the Pacific / AL – Albania / BA – Bosnia Herzegovina / CH – Switzerland / CL – Chile / DZ – Algeria / EG – Egypt / FO – Faroe Islands / GSP – General System of Preference / HR – Croatia / IL – Israel / IS – Iceland / JO – Jordan / LB – Lebanon / LI – Liechtenstein / MA – Morocco / ME – Montenegro / MK – North Macedonia / MX – Mexico / NO – Norway / OCT – Overseas Countries and Territories / PS – Occupied Territories / TN – Tunisia / TR – Türkiye / UA – Ukraine / XC – Ceuta / XL – Melilla / ZA – South Africa / XK – Kosovo / XS – Serbia).

13.3 OSMA STAMPI Srl personnel, possibly accompanied by external consultants, may visit and inspect the SUPPLIER's production plant, including to verify compliance with quality and safety rules, quality and environmental management specifications and GMPs. OSMA STAMPI Srl is also entitled to receive copies of legally required documentation concerning safety and environmental protection.

#### 14. LIABILITY FOR DAMAGED CAUSED BY DEFECTIVE PRODUCT

The SUPPLIER shall hold OSMA STAMPI Srl harmless from any compensation claims it may suffer from third parties for damage resulting from the defective Product delivered and shall reimburse OSMA STAMPI Srl for all recall, rework, retrofitting and any other costs, without exception, incurred by OSMA STAMPI Srl due to Product defects.

#### 15. INSURANCE

15.1 In order to insure the SUPPLIER's risks, particularly with regard to: Warranty, Safety, Environmental Impact and Liability for damage from Defective Product, the SUPPLIER shall take out the necessary insurance policies and shall maintain such policies for at least 5 years after the contract expires. The SUPPLIER is obliged to provide OSMA STAMPI Srl with evidence of insurance coverage every 6 months. Such policies shall provide the following coverage: Personal injury: EUR 2,500,000 per event, with a minimum of EUR 500,000 per person; Property damage: EUR 2,500,000 per event.

15.2 The SUPPLIER shall provide OSMA STAMPI Srl with proof of insurance coverage by presenting the relevant policy upon request. The SUPPLIER's liability is not limited to the insured amount.

#### 16. CONTRACT RULES, WRITTEN FORM, GOVERNING LAW, EXCLUSIVE JURISDICTION AND COMPETENT COURT

16.1 Contractual relationships arising from completion of the Order are governed exclusively by: these General Conditions; any supplementary conditions: Supply Sheet, Technical Specifications, Purchase Order, General Purchasing Conditions for Molds.

16.2 Any derogation or amendment to these General Conditions or to the supplementary conditions shall be valid only if agreed in writing.

16.3 The conditions of this contract prevail over any general conditions of the SUPPLIER.

16.4 The contractual relations between the Parties shall be governed exclusively by Italian law.

16.5 Any dispute between the Parties shall be subject exclusively to the jurisdiction of the Italian courts and to the exclusive venue of the Court of Vicenza.



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## 17. SEVERABILITY

The possible invalidity or ineffectiveness of one or more provisions of these conditions shall not entail invalidity or ineffectiveness of the others.

## 18. TERM AND TERMINATION

These conditions shall govern the contractual relations between the Parties for an indefinite period, without prejudice to the right of either party to withdraw by registered letter with return receipt to be sent to the other party with at least three months' notice from the date of contract execution, or by certified e-mail (PEC) to: [osmastampi@pec.it](mailto:osmastampi@pec.it).

## 19. SURVIVAL

19.1 The provisions of this Contract that are expressly intended to survive termination of the Contract, or which by their nature or context are intended to survive such termination, shall remain in full force notwithstanding termination.

19.2 The obligations under Clauses 3 (Confidentiality), 4 (Intellectual Property), 5.2 (OSMA STAMPI Srl or End Customer Specific Equipment), 9 (Spare Parts), 10.3 (Acceptance and Testing), 11 (Warranty), 12 (Safety, Environmental Impact and Social Responsibility), 13 (Liability for Defective Product) and 14 (Insurance) shall survive termination.

## 20. PRIVACY – Processing of Personal Data pursuant to GDPR - EU Regulation 2016/679

OSMA STAMPI Srl informs you that your personal data, or data relating or referable to you, will be processed in full compliance with EU Regulation 679/2016 and Legislative Decree 196/2003 as amended, and in full compliance with confidentiality obligations. 'Processing of personal data' means any operation or set of operations performed, even without electronic means, relating to the collection, recording, organization, storage, consultation, processing, alteration, selection, extraction, comparison, use, interconnection, blocking, communication, dissemination, deletion and destruction of data, even if not recorded in a database. For the establishment and performance of the contractual relations with you in progress, the Company is the Controller of personal and special categories of data, acquired also verbally, directly or through third parties, relating to you. Providing such data is mandatory for all that is required by legal and contractual obligations, and therefore any refusal to provide them or to subsequent processing may make it impossible for the Company to proceed with the contractual relations. Failure to provide any data not related to legal or contractual obligations will be assessed from time to time and will determine consequent decisions in relation to the importance of the requested data to the management of the commercial relationship.

### Data Controller

The Data Controller, to whom you may turn to exercise the rights under Articles 7 and 15–22 of the Regulation, is OSMA STAMPI Srl, registered office at Via del Progresso, 15 – 36050 Sovizzo (VI) and local unit at Via Galileo Galilei, 48 – 36030 Costabissara (VI), Tax/VAT ID: 02953450240, in the person of its pro tempore legal representative; the aforementioned rights may also be exercised by sending communications as indicated below.

### Purpose of Processing

The personal data you provide are necessary for contractual and legal fulfilments, as well as to achieve effective management of commercial relations (including but not limited to: administration of contracts, orders, shipments, invoices, creditworthiness and solvency checks, selection according to the Company's needs, etc.) in the conduct of its plastics molding business.

### Processing Methods and Storage

Your personal data are processed by the operations indicated in Art. 4(2) of the Regulation and specifically: collection, recording, organization, storage, consultation, processing, alteration, selection, extraction, comparison, use, interconnection, blocking, communication, deletion and destruction of data. Processing will be carried out in automated and/or manual form, in compliance with Art. 32 of the Regulation regarding security measures, by specifically appointed persons and in accordance with Art. 29 of the Regulation. In compliance with the principles of lawfulness, purpose limitation and data minimization under Art. 5 of the Regulation, your personal data will be stored for the time necessary to achieve the purposes for which they are collected and processed. Personal data are processed in paper and electronic and/or automated form, including through a website hosted on Cloud, which may be managed by the Company or by another Processor. The Controller will process personal data for the time necessary to fulfill the above purposes and in any case no longer than required for the regular performance of ongoing activities.

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### Scope of Communication and Disclosure

The data may be made accessible, for communications and disclosures carried out in compliance with legal and contractual obligations, to employees and collaborators of the Data Controller in their capacity as Privacy Managers, Appointees and/or Persons in Charge of Processing and/or System Administrators, as well as to third-party companies or other entities that perform outsourcing activities on behalf of the Data Controller, in their capacity as Data Processors.

All data may be disclosed in Italy and abroad exclusively for the purposes specified above to:

- Suppliers / Customers involved in activities strictly connected to the provision of the product / service;
- Credit institutions and factoring companies;
- Debt collection agencies;
- Credit insurance companies;

for the sole purpose of credit protection and the proper management of our rights related to each commercial relationship, and furthermore to:

- Sales technicians;
- Professionals and consultants;
- Law firms;
- IT equipment maintenance companies;
- Public entities, limited to the actual needs related to the performance of ordinary contractual activities;
- Companies operating in the transport sector;
- Any other entity deemed necessary for the performance of normal contractual activities;

For the purpose of carrying out the Company's ordinary operational and managerial activities.

All personal data will be processed for the duration of the established contractual relationships and also thereafter for the fulfillment of all legal obligations as well as for future commercial purposes.

☐ I consent, in compliance with Art. 130 of Legislative Decree 196/2003 as amended and Art. 7 of the Regulation, to the Company sending commercial communications using your fax number or e-mail address; your e-mail details provided in the context of our previous business relations will be used for sending such communications.

### Transfer of Personal Data

Pursuant to Arts. 44 et seq. of the Regulation, in order to ensure proper management of the personal data being processed, the Company may, after obtaining your express consent for the purposes and in the manner set out in this notice, transfer your personal data both to EU Member States and to third countries outside the EU.

### Special Categories of Personal Data

Pursuant to Art. 9 of the Regulation, you may provide the Company with data qualifying as 'special categories of personal data', i.e., data that reveal 'racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic data, biometric data intended to uniquely identify a natural person, data concerning health or a natural person's sex life or sexual orientation'. Such data may be processed by the Company only with your free and explicit consent, expressed in writing at the bottom of this notice.

### Existence of Automated Decision-Making, including Profiling

The Company does not adopt any automated decision-making process, including profiling, referred to in Article 22(1) and (4) of the Regulation.

### Data Subject Rights

At any time, you may exercise, pursuant to Articles 15 to 22 of EU Regulation 679/2016, the right to: (a) request confirmation as to whether or not personal data concerning you exist; (b) obtain information about the purposes of the processing, categories of personal data, recipients or categories of recipient to whom the personal data have been or will be communicated and, where possible, the storage period; (c) obtain rectification and erasure of data; (d) obtain restriction of processing; (e) obtain data portability, i.e., receive them from a controller in a structured, commonly used and machine-readable format, and transmit them to another controller without hindrance; (f) object to processing at any time, including processing for direct marketing purposes; (g) object to automated decision-making relating to natural persons, including profiling; (h) request from the controller access to personal data and rectification or erasure of the same or restriction of processing

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concerning you or to object to processing, as well as the right to data portability; (i) withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal; (j) lodge a complaint with a supervisory authority.

#### How to Exercise Rights

You may exercise the right to withdraw consent at any time by sending:

- ☐ a registered letter with return receipt to OSMA STAMPI at Via del Progresso, 15 – 36050 Sovizzo (VI);
- ☐ a PEC to: [osmastampi@pec.it](mailto:osmastampi@pec.it);
- ☐ an e-mail to: [privacy@osmastampi.it](mailto:privacy@osmastampi.it).

#### 21. SUPPLIER EVALUATION AND QUALIFICATION

To comply with the Management Systems requirements, OSMA STAMPI Srl may subject its suppliers to qualification. This activity may be carried out on a scheduled basis at the supplier's premises (after prior notice and agreement from the Supplier), or remotely by sending document MD\_030 'Supplier Evaluation Questionnaire'.

#### 22. WHISTLEBLOWING

Osma makes available on its website, in the footer area, a direct reporting channel for any potential violations concerning labour issues, health and safety, environmental matters, cybersecurity, and related topics.