PURCHASE TERMS AND CONDITIONS

This policy supersedes all related documentation within the company

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English Version

PURCHASE TERMS AND CONDITIONS

1. SCOPE. The following Purchase Terms and Conditions are intended to govern the relationship between the purchaser, including its entities and affiliates, herein referred to as ("**COFICAB**") and its supplier, herein referred to as ("**Supplier**"). These terms apply to all purchases of COFICAB except when otherwise agreed by COFICAB in writing.
The purchases are referred to as ("**Supplies**") and consists of products such as raw material, consumables, tools, equipment, or parts ("**Products**"), or Services ("**Services**"), as determined in each order or agreement referring to these Purchase Terms and Conditions.

2. ACCEPTANCE. These Purchase Terms and Conditions are deemed accepted by Supplier by acceptance of the order without any reservation or modification.

3. ORDER. Supplies of COFICAB are mandatorily purchased through an order ("**Order**") that can be issued for a firm quantity and price according to delivery time and schedule specified by COFICAB ("**Closed Order**") or for a forecasted quantity of identified Supplies to be delivered over a specified time frame according to a delivery schedule specified by COFICAB ("**Open Order**").
The Order is materialized by a purchase order ("**Purchase Order**") duly established and sent by mail or other agreed means.
Each Order issued under these Purchase Terms and Conditions shall be deemed accepted by Supplier by written acknowledgement or by performance of the Order. Performance of the Order means shipment of Supplies, commencement of work on Supplies or any other conduct of Supplier that recognizes the existence of an agreement pertaining to the Order.

4. ENTIRE AGREEMENT. ORDER OF PRECEDENCE. These Purchase Terms and Conditions together with the Purchase Order and the related documents ("**Contractual Documents**") form the entire agreement between COFICAB and Supplier. Contractual Documents are documents pertaining to the Order that are issued within the sourcing and purchasing process by both COFICAB and Supplier and attached to the Purchase Order. Documents issued by Supplier cannot be considered as Contractual Documents unless if expressly approved in writing by COFICAB.
These Purchase Terms and Conditions together with the Purchase Order and the Contractual Documents prevail over and replace, unless otherwise agreed in writing by COFICAB:

(i) the terms and conditions of the Supplier who declares by accepting the Order to have fully acknowledged and accepted the Purchase Terms and Conditions without reservation.
(ii) any other condition contained in, or mentioned in the exchanges between COFICAB and Supplier or that the Supplier would otherwise or elsewhere seek to impose; or
(iii) the implied rules, practices, or customs of trade.

In the event that a conflict or inconsistency exists between these Purchase Terms and Conditions, the Purchase Order and other agreed terms appearing within the Contractual Documents, the following order of precedence shall apply, any contrary provision is hereby excluded or extinguished, unless agreed by COFICAB:
A. The Purchase Order.
B. The Contractual Documents.
C. These Purchase Terms and Conditions.
The purchase and reception of Supplies does not constitute in any way an acceptance of any condition not agreed by COFICAB.

5. DELIVERY. Supplier acknowledges that time is of the essence with respect to the timely and conforming delivery of the Products. Supplies are delivered according to the terms determined on the Purchase Order. COFICAB reserves the right to inspect the delivered Supplies before acknowledging final reception-in absence of reservations or claims. Final acceptance will occur within reasonable timelines.
Notwithstanding the Supplier's liability for breach of contractual terms and delivery of defaulting Products, in case of non-conforming delivery (i.e., non-compliance with delivery time, incomplete or excess delivery or non-compliance with the Order or specifications), COFICAB reserves the right to refuse the Supplies subject of the Order, by simple letter, e-mail, fax or any other agreed means. Refused Supplies will be returned to Supplier at its expense and risk within fifteen (15) days from the refusal of delivery notification. Supplier will bear the payment of a non-conforming delivery penalty at the rate determined on the Purchase Order and may be requested to indemnify COFICAB for all claims and/or additional costs related to the non-performance of its obligation of on time due delivery.
COFICAB is also entitled to terminate the Order in accordance with the provisions of these Purchase Terms and Conditions.

6. SAFETY STOCK. CONTINGENCY PLAN. When required by COFICAB, the Supplier may be requested to maintain a safety stock. The terms of the safety stock maintenance will be agreed between COFICAB and Supplier.
When required by COFICAB, the Supplier may be requested to set a contingency plan to avoid any disruption in the delivery of Supplies. Without prejudice to Force Majeure provisions, Supplier's inability to meet the commitments undertaken in the contingency plan may be considered as a serious breach of contractual obligations enabling COFICAB to terminate the Order in the conditions determined herein.

7. QUALITY ASSURANCE. RIGHT TO AUDIT. Supplier shall meet requirements for the Quality & Environmental Management System that are included in the ***"Supplier Quality Assurance Manual" or "Indirect Supplier Quality Assurance Manual"*** issued by COFICAB and signed by Supplier and when needed, requirements of COFICAB's customers, in addition to any applicable legal and regulatory quality requirement.
Supplier agrees to actively participate to COFICAB's quality development programs when required by COFICAB.
The requirements for managing quality issues, investigations, claims in addition to the terms for settling quality claims are specified within the ***"Supplier Quality Assurance Manual"*** **or** ***"Indirect***

Supplier Quality Assurance Manual" issued by COFICAB and signed by Supplier. Settlement of quality claims and reimbursement of costs related to quality claims will be reimbursed by Supplier according to the terms for agreed within the ***"Supplier Quality Assurance Manual"*** **or** "***Indirect Supplier Quality Assurance Manual".***
Supplier is obligated to provide any and all reasonable support requested by COFICAB to address immediately and correct concerns regarding the quality of ordered Supplies.
Supplier shall provide additional resources, as necessary and as identified by COFICAB, to support product and process development and validation, production launch and to resolve any issue that may jeopardize COFICAB's production effectiveness.
Supplier shall grant to COFICAB an unlimited and unhindered right to audit all relevant records, facilities, processes or material of Supplier. Audit scope, schedule, frequency and methods will be agreed between COFICAB and Supplier including within the ***"Supplier Quality Assurance Manual"*** **or** "***Indirect Supplier Quality Assurance Manual"*** issued by COFICAB and signed by Supplier. Any limitation on this right can be considered as a serious breach of contractual obligations giving COFICAB the right to immediately terminate the Order according to these Purchase Terms and Conditions.

8. SAMPLE INSPECTIONS. If required by COFICAB, Supplier shall submit samples of Products for its approval, the manufacturing of Products shall not commence until COFICAB has approved the samples in writing. COFICAB may retain the samples until the Products have been delivered and accepted.

9. PACKAGING. In absence of specific logistic requirements agreed with COFICAB, Supplier shall deliver the Products with a packaging adapted to their nature, mode of transport and storage in order to ensure their delivery in perfect condition.
Each unit of packaging must be externally and legibly labeled with the information prescribed by the applicable transport and product regulations, and when applicable customs regulations, as well as indications relating to the particular conditions of handling and storage.
In addition, the information on Purchase Order number, lot number, designation of Products, names and addresses of shipper and recipient, quantity and gross and net weight must also figure clearly on the labels.
Delivery will be accompanied by a delivery note in duplicate for the identification of the Products and their quantitative control, accompanied, if necessary, by safety data sheets.
Any damage (breakage, lack, etc.) affecting the Products and resulting from inappropriate packing or packaging will be borne by Supplier.

10. TRANSFER OF RISK AND OWNERSHIP. The transfer of risk and ownership occurs upon final acceptance by COFICAB of the delivered Products, notwithstanding the agreed terms for delivery including the INCOTERM.
By accepting these Purchase Terms and Conditions, the Supplier renounces to claim any retention of title over the delivered Products, any provision aiming to the contrary is deemed void.

11. PRICE. Agreed Prices are indicated on the Purchase Order or on other document(s) to which the Purchase Order is referring to. Unless otherwise agreed on the Purchase Order, the applicable prices are intended DAP (INCOTERMS 2020) and excluding taxes. Unless otherwise agreed between COFICAB and Supplier, the prices are firm, definitive, non-revisable, and cannot be modified without prior and express written agreement of COFICAB. Any price increase requested by Supplier and not agreed by COFICAB may lead to the early termination of the Order by COFICAB in the conditions determined in these Purchase Terms and Conditions without prejudice to other remedies that COFICAB may seek.

12. COMPETITIVENESS. If COFICAB receives quotations with more competitive terms (including but not limited to costs, price, technology, design and quality) compared to those offered by the Supplier, this latter will be invited to align its offer with the most competitive one, within a reasonable timeline as notified by COFICAB.
In the event a discussion for revision of supply terms ended unsuccessfully, COFICAB may early terminate the Order under the conditions determined in these Purchase Terms and Conditions and purchase the Supplies from another Supplier without any liability.

13. PAYMENT. Unless otherwise agreed, Supplies are payable by bank transfer, 60 days from the date of due receipt of the invoice. The invoice for the delivered Supplies must remind the Purchase Order number and all details enabling the identification and control of Supplies and must be sent to the billing address specified on the Purchase Order.
COFICAB reserves the right to compensate sums that the Supplier would be indebted to, on any ground whatsoever, pursuant to the Order.

14. LIABILITY. The Supplier is bound by an obligation of result or of care depending on the nature of the ordered Supplies and, in this respect, assumes the entire responsibility for the Supplies, their design, manufacturing process and technical choices to be made for its implementation as well as to their fitness for the use they are intended to, for which the Supplier declares to have perfect control whatever would be the assistance of COFICAB during the development of the Supplies object of the Order.
The Supplier guarantees the Supplies against any non-conformity with the Order, the technical specifications when provided by COFICAB and the purpose for which they are intended, whether resulting from a defect in design, material, or workmanship and more generally against any apparent or hidden defect.

15. WARRANTY. The warranty period starts to run from the date of final acceptance of the Supplies notwithstanding the agreed terms of delivery (including INCOTERMS) and will be effective for the longest of (i) the standard warranty period provided by applicable law, or (ii) the warranty period provided by Supplier to COFICAB.
The warranty terms will be the most favorable for COFICAB among (i) those provided by applicable law, or (ii) the warranty terms provided by Supplier to COFICAB.

16. INDEMNIFICATION. REMEDIES. The Supplier will indemnify, defend, and hold COFICAB harmless against any physical, material, and intangible damages, including any damage to its brand image and any direct and indirect costs, resulting from the non-fulfillment of its obligations.
Without prejudice to any other available remedies for COFICAB, the Supplier will, at COFICAB's option, repair, refund or replace the defective Supplies , free of charge, in addition to, unless otherwise agreed, indemnifying COFICAB for the indirect costs incurred by COFICAB resulting from the non-fulfillment by the Supplier of its obligations including of conforming and on-time delivery such as, without limitation labor, sorting, interim, storage and transport costs, ordering of Supplies including equipment from a third party, recall campaigns, product liability, financial losses, loss of revenue, payment of sums owed to COFICAB's customers in consequence of non-fulfillment of COFICAB's obligations.
In case of notification of defective Supplies, COFICAB may withhold payments within the limit of the value of the delivered defective Supplies.

Without prejudice to any other available remedy, any advance payment made by COFICAB for payment of a delivery that then appeared to be non-conforming shall be refunded.

17. TRANSFER OF ORDER. SUBCONTRACTING. The Supplier may not assign and/or transfer, in any capacity whatsoever, in whole or in part, the performance of the Order subject to these Purchase Terms and Conditions, unless prior and express written agreement of COFICAB.
In the event of a direct or indirect change of control of the Supplier or transfer of its business, COFICAB has the right to terminate the Order in progress.
The Order cannot be subcontracted, in whole or in part, directly or indirectly, without the prior and express written agreement of COFICAB.
If the Supplier is authorized to subcontract all or part of the Order by one or several subcontractors, the Supplier remains solely and fully responsible towards COFICAB of the execution of the Order and the respect of these Purchase Terms and Conditions.
The Supplier will have to defend and indemnify COFICAB for any claim made against subcontractors or formulated by these latter against the Supplier or COFICAB.

18. FORCE MAJEURE. In case a Force Majeure event prevents or delays wholly or in part the performance of the Order, the defaulting party shall be exempted from liability for non fulfilment of its contractual obligations for the period in which such fulfilment is prevented or delayed by the event of Force Majeure, as per the applicable legal provisions.
The exemption of liability does not apply if the impossibility or delay is caused by the party invoking the event of Force Majeure.
Without prejudice to the applicable legal provisions, COFICAB and Supplier agree that Force Majeure means an event beyond their control, that cannot be foreseen or overcome, occurred after the Order and which wholly or in part impedes the fulfilment of the contractual obligations.
The party invoking Force Majeure must notify the existence of the event to the other party within five calendar (5) days after its occurrence and indicate the expected date at which it will resume the fulfillment of the contractual obligations.
Notification shall be made by written means accompanied by supporting documents when required.
Unless notification is made as prescribed, the defaulting party is responsible for the damage caused to the other party, as it is deemed to have failed to prove the existence of the Force Majeure event.

19. INTELLECTUAL PROPERTY. The Supplier is personally and fully responsible for the validity of its intellectual and industrial property rights relating to the Supplies object of the Order and their free use by third parties in term of intellectual and industrial property rights.
The Supplier guarantees COFICAB against any claim raised by third parties.
When an action is brought by a third party for the purpose of prohibiting, limiting, or modifying the use, marketing or sale of the Supplies, the Supplier will be solely responsible for all the harmful consequences that would result from this action, including any infringement to the reputation or the brand image of COFICAB.
In case of breach of intellectual and industrial property rights by Supplier, Supplier shall indemnify COFICAB for the entire damage caused by the total or partial non-performance of the contract between COFICAB and its customers in relation with the ordered Supplies, including repairs that COFICAB will owe to its customers after failing to duly satisfy its commitments toward them, and any additional costs incurred by a necessary modification of the Supplies and/or processes incorporating or requiring for their execution these Supplies. COFICAB will also have the option to terminate the Order according to these Purchase Terms and Conditions.

20. TERM. The Closed Order expires at the delivery of the agreed quantity.
The Open Order expires at the delivery of the agreed quantities or the expiry of the specified period of time.

21. TERMINATION. COFICAB and Supplier agreement shall terminate, without court intervention, should any of them be declared in insolvency, bankruptcy, or initiate liquidation proceedings, or assign its rights and obligations without the consent of the other.
The Order can be early terminated without notice or any other procedure by COFICAB, upon the serious breach of contractual obligations. For the purpose of this provision, a serious breach shall be the event where Supplier fails to fulfill a contractual obligation and take proper remedies for its contractual obligation failure upon COFICAB reasonable notice.
The Order may be early terminated at any time for convenience by COFICAB at its sole discretion 30 days from the date of receipt by Supplier of a written notification of termination.
This notice period may, subject to express agreement between COFICAB and Supplier, be reduced or extended according to the specificities of the Order.
In any case, during the notice period the Order must be performed under the same contractual conditions applicable at the termination time, in particular those of price and delivery.
The termination does not extinguish contractual liability, each party is bound to discharge all of its obligations arising from the performance of the other party and from its own actions including those contrary to the terms agreed prior to the termination date.
In any case and for any reason whatsoever, Supplier cannot stop abruptly from performing the Order and commits itself, by accepting these Purchase Terms and Conditions, to participate in ensuring the continuity of the performance of COFICAB's obligations toward its customers until the delivery of the Supplies object of a terminated Order by an alternative supplier.

22. INSURANCE. The Supplier will subscribe to any necessary insurance, either mandatory or required by COFICAB, from a notorious and solvent company in accordance with the conditions set by COFICAB and will provide a valid policy at COFICAB's first request. The insurance does not constitute in any case a limit to Supplier's liability.

23. CONFIDENTIALITY. The Supplier must not provide third parties with any information regarding COFICAB. The necessary information for the Order performance must only be given by Supplier to its employees on a need-to-know basis.
COFICAB and Supplier agree not to use the information and contacts resulting from joint activity for their own benefit in a manner that could cause direct or indirect damage to each other neither during the execution of the Order nor after its termination.

24. DATA PROTECTION. COFICAB and Supplier shall comply with their respective obligations under any relevant data protection legislation and neither of them shall do any act that puts the other party in breach of such legislation.
These Purchase Terms & Conditions are a document relating to a business-to-business relationship that is not envisaged to include any personal data processing. The business contact details of the Supplier's personnel involved in the transactions subject of these Purchase Terms & Conditions, such as telephone and e-mail account, shall be used by COFICAB only in connection with the transactions or

the business relationship between the Supplier and COFICAB. The Supplier guarantees that all business contacts and information provided to COFICAB for this purpose comply with all data protection laws in force and authorizes COFICAB to store and use such data and communicate it to companies within its group, its brokers and insurers, service providers or sub-contractors, for the needs of the transactions only. The Supplier undertakes to promptly notify COFICAB of any restrictions to the use of any such data that is provided to COFICAB.

25. COMPLIANCE. Supplier agrees, at all times, in connection with and throughout the course of performance of the Order, to comply and take reasonable measures so that their subcontractors, agents or other third parties who are subject to their control or decisive influence comply with the applicable laws, regulations and standards in particular those pertaining to ensure a safe work environment and business integrity.

Supplier is committed to deliver Supplies complying with the standards and practices applicable to their field of activity, and when required with those applicable to COFICAB's field of activity, in particular with regard to product compliance, hygiene, safety, environment protection and labor law in force in each of the countries of production and of delivery of the Supplies, in addition to the instructions and requirements demanded by COFICAB namely those provided in the ***"EHS Requirements for Suppliers of Products and Subcontractors"*** that are incorporated, in their latest version as duly signed by Supplier, by reference in these Purchase Terms and Conditions.

The Supplier will bear all the direct and indirect consequences and hold COFICAB harmless against any action resulting from non-observance of the above-mentioned requirements.

During its business with COFICAB, Supplier must hold and maintain valid all the quality certifications and permits required by COFICAB.

26. APPLICABLE LAW AND JURISDICTION. If a dispute inherent to the interpretation or execution of these Purchase Terms and Conditions or the Order arises, COFICAB and Supplier will, in good faith, seek to reach an amicable solution prior to any litigation.

Unless otherwise expressly agreed in writing, COFICAB does not agree to take part in an arbitral procedure to resolve any dispute on what subject with the Supplier.

The applicable law to the dispute is the law of the country of the registered office of COFICAB that issued the Purchase Order subject matter of the dispute, with exclusive jurisdiction granted to the courts of the place of that registered office.

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