

§ 1 General - Scope of application

1.1 Our Terms and Conditions of Purchase shall apply exclusively; we do not recognise any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

1.2 All agreements made between us and the supplier for the purpose of executing this contract must be recorded in writing.

§ 2 Acceptance of the Offer - Offer Documents

2.1 The supplier is obliged to accept our order within a period of 1 week. Orders shall always be placed in writing. Orders placed by telephone or verbally shall only become valid upon our written confirmation.

2.2 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; they are to be returned to us unsolicited after completion of the order. They must be kept secret from third parties. In this respect, the provision in Clause 9 shall apply in addition.

§ 3 Prices - Terms of payment

3.1 Unless otherwise agreed in writing, the price includes delivery "DDP" INCOTERMS 2020 including packaging. The return of packaging requires a special written agreement. If the supplier uses disposable pallets despite any agreement to the contrary, we shall dispose of them at the supplier's expense.

3.2 The statutory value added tax is not included in the price. Costs, taxes, customs duties and other charges that come into force after the order has been placed shall be borne by the supplier.

3.3 We can only process invoices if these - in accordance with the specifications in our order - state the order numbers shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation. Invoices must be submitted separately immediately after dispatch of the goods. Packing lists and agreed information and documents, such as in particular initial samples, test reports, tool lists etc., must be enclosed with the invoices.

3.4 Unless otherwise agreed in writing, we shall pay the purchase price, calculated from receipt of the consideration, receipt of the invoice after provision of the consideration or a later date specified by the supplier, within 14 days with a 3% discount or within 30 days net.

3.5 We shall be entitled to rights of set-off and retention to the extent permitted by law.

§ 4 Delivery time - Delay in delivery - Transfer of risk

4.1 The delivery time stated in the order is binding. Decisive for compliance with the delivery time is the receipt of the goods by us.

4.2 The supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable to him which indicate that the agreed delivery time cannot be met. The supplier is aware that delays in delivery can lead to production stoppages for us or our customers. Furthermore, the supplier is aware that we supply our customers "just in time", among other things. Delays in delivery can therefore

lead to considerable contractual penalties and claims for damages by our customers.

4.3 In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we are entitled to demand compensation for damages and cancellation after the fruitless expiry of a reasonable deadline. If we demand compensation, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

4.4 Deliveries made before the agreed delivery date may be rejected by us at the supplier's expense. If the goods are not rejected, they shall be stored by us at the supplier's expense and risk until the agreed delivery date. In the event of premature delivery, we shall be entitled to make payment for the goods on the basis of the agreed delivery date and taking into account the agreed payment term.

4.5 We shall only accept partial deliveries upon express agreement. We must be notified of any remaining quantities with the partial delivery.

4.6 If the supplier is in default of delivery, we shall be entitled to demand a contractual penalty of 0.3% of the net order value per calendar day of delayed delivery, up to a maximum of 5% of the net order value without prejudice to the right to claim further damages. We are entitled to claim damages resulting from the delay which exceed the amount of the forfeited contractual penalty.

4.7 The risk shall not pass to us until the goods have been delivered and unloaded at our premises or at the agreed place of delivery or dispatch.

4.8 We have the right to refuse acceptance of goods in cases of force majeure, strike and lockout, operational disruptions, pandemics unrest and official orders, provided that we are not responsible for these events.

§ 5 Quality assurance - Execution of the order

5.1 The supplier is obliged to carry out quality assurance in accordance with the latest state of the art and to provide us with evidence of this upon request. We reserve the right to specify the type and scope of quality assurance by concluding a corresponding quality assurance agreement. We assume that our suppliers practise a quality management system in accordance with the requirements of ISO 9001 ff. or IATF 16949.

5.2 The supplier shall be obliged to point out possible defects when submitting our offer, in particular with regard to compliance with the state of the art in science and technology, environmental protection regulations or technical expediency and feasibility.

5.3 We may demand changes to the delivery item even after conclusion of the contract, insofar as this is reasonable for the supplier. In the event of such an amendment to the contract, the effects for both parties, in particular with regard to additional or reduced costs and the delivery date, shall be taken into account appropriately.

5.4 Deviations from the order and changes shall only apply if the supplier makes special reference to them and they have been confirmed by us in writing.

§ 6 Inspection for defects - Liability for defects

6.1 Obligations to inspect and give notice of defects shall not exist before complete delivery.

6.2 The supplier recognises that we carry out our incoming goods inspection properly by taking reasonable samples of the identity of the goods, weight, dimensions and appearance immediately after delivery, at the latest within 8 days.

6.3 We are not obliged to carry out technical functional tests and other inspections.

6.4 Defects in the delivery which become apparent during the aforementioned inspections shall be reported by us without undue delay, at the latest within 8 days, hidden defects in the delivery within 8 days of discovery.

6.5 We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or deliver a new item. If there are concrete indications of defective deliveries, we shall have the right to inspect the goods for suitability ourselves or at an independent testing institute at the supplier's expense. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance.

6.6 The provisions of articles 1470, 1490, 1492, 1494 Italian civil code on recourse in the supply chain remain unaffected.

6.7 We shall be entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with his obligation of subsequent fulfilment or if there is particular urgency.

6.8 The limitation period is 36 months, calculated from the transfer of risk. This period shall be extended by the period of subsequent fulfilment measures by the supplier from receipt of our notification of defects until the supplier declares the termination of the measure in writing or refuses further subsequent fulfilment in writing. In the case of self-supplementary fulfilment in accordance with clause 6.7, this period shall be extended by the period up to the end of the supplementary performance.

§ 7 Product liability - Indemnity - Insurance

7.1 If we are held liable by our customers or third parties for damages arising from product liability, irrespective of the domestic or foreign legal grounds, the supplier shall indemnify us against such claims - including the associated costs of legal defence - insofar as he has caused the damage and - in the case of application of fault-based law - is responsible for the facts giving rise to liability.

7.2 Within the scope of its liability for cases of damage within the meaning of clause 7.1, the supplier shall also be obliged to reimburse necessary and reasonable expenses resulting from the fact that the delivery item is not safe, in particular for a recall; any contributory negligence on our part shall be taken into account. We shall inform the supplier of the content and scope of the measures to be taken - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.

7.3 If we or our customers are subject to measures by market surveillance authorities, the supplier is also obliged to provide all necessary information without delay and to provide any assistance that we or our customer require in order to avert or implement corresponding measures by the authorities. Any costs or expenses incurred by the supplier in this respect shall not be reimbursed.

7.4 The supplier is obliged to maintain product liability insurance with a lump sum cover of at least 10 million euros per personal injury / property damage; if we are entitled to further claims for damages, these shall remain unaffected. The supplier is obliged to provide us

with evidence of the scope and existence of the insurance in a suitable form upon request.

§ 8 Property rights

8.1 The Supplier warrants that no third-party rights are infringed in connection with its delivery.

8.2 If claims are asserted against us by a third party due to an infringement of property rights, the supplier is obliged to indemnify us against these claims upon first request; we are not authorised to make any agreements with the third party, in particular to conclude a settlement, without the consent of the supplier.

8.3 The supplier's indemnification obligation relates to all expenses necessarily incurred by us from or in connection with the claim by a third party, including the associated costs of legal defence.

8.4 The limitation period is 10 years, calculated from the conclusion of the contract.

§ 9 Secrecy

9.1 The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. This also applies to affiliated companies of the supplier.

9.2 The confidentiality obligation shall also apply after the fulfilment of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

§ 10 Materials, tools

Tools, gauges or devices made available to the supplier remain our property. They must be clearly labelled as our property by the supplier. Tools, gauges or devices are also our property and must be labelled accordingly if they have been manufactured by the supplier itself or on its behalf for the manufacture of our products.

§ 11 Export control and customs

11.1 The supplier is obliged to inform us of any authorisation requirements for (re-)exports of its goods in accordance with European or US export and customs regulations and the export and customs regulations of the country of origin of its goods in its business documents. For this purpose, the supplier shall provide the following information at least in its offers, order confirmations and invoices for the relevant goods items:

- a. The commodity code (HS code) of its goods,
- b. The commercial origin of goods,
- c. The dual-use list position according to EU Dual-Use Regulation 2021/821, if applicable,
- d. For US goods or components, the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulations (EAR),
- e. Classification of its goods or their components in Chemicals Schedules 1 to 3 of the International Chemical Weapons Convention, if applicable,

- f. A contact person in his company to clarify any queries we may have. At our request, the supplier is obliged to inform us in writing of all further foreign trade data relating to its goods and their components and to inform us immediately (before delivery of the goods concerned) in writing of all changes to the above data.

11.2 Each order is subject to the proviso that its fulfilment does not violate national or international export control regulations, e.g. embargoes or other sanctions, even if these come into force after conclusion of the contract.

If delivery of the product is restricted or prohibited due to export control laws, we may, at our sole discretion, suspend the rights and obligations of the supplier until further notice and/or terminate the contract (in whole or in part). In no event shall we be liable for any costs or damages resulting from legal consequences of export control.

§ 12 Sustainability

12.1 We are guided by the principle of sustainable development and observe internationally recognised, fundamental standards for occupational safety, health and environmental protection, labour and human rights and responsible corporate governance (hereinafter "ESG standards"). We have described our understanding of the ESG standards in the Code of Conduct for Business Partners (<https://www.lehvoss.it/en/supplier-code-of-conduct>). We expect suppliers to comply with these ESG Standards. We also require the supplier to encourage its subcontractors and sub-suppliers to comply with the relevant standards. We are authorised to check the supplier's compliance with the aforementioned regulations ourselves or through third parties commissioned by us following prior notification.

12.2 When executing the contract, the supplier must fulfil the requirements for occupational safety and health and environmental protection specified by us in the contract.

12.3 Legal requirements in accordance with the Supply Chain Due Diligence:

12.3.1 We may be obliged to comply with certain human rights and environmental due diligence obligations in our upstream and downstream supply chains in order to avoid or minimise actual and potential negative impacts on human rights and the environment or to end violations of human rights or environmental obligations. The human rights and environmental due diligence obligations have the meaning as defined in the DIRECTIVE (EU) 2024/1760 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 13 June 2024 on due diligence obligations of companies with regard to sustainability (CSDDD) (the "Act"), as amended (the current version of the Act can be downloaded at the following link):

https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:L_202401760 .

12.3.2 The Supplier undertakes to comply with the human rights and environmental obligations described in the law and to take appropriate account of this expectation towards its own suppliers along its supply chain (the "Expectations"). In particular, the Supplier undertakes to avoid or minimise such risks and to end violations of human rights and environmental obligations. In addition, the Supplier undertakes to instruct its officers and employees to comply with the Expectations and to provide training to its officers and employees regarding compliance with the Expectations. At our request, the supplier shall participate in appropriate training organised by us.

12.3.3 We shall have the right, upon prior written notice, to conduct audits to ensure the Supplier's compliance with its obligations under

this clause (the "Audit") either ourselves and/or through authorised third parties (the "Auditor"). The Supplier shall provide us and/or the Auditor with all data, documents and other information in written, oral and/or electronic form that we and/or the Auditor reasonably request for the Audit.

12.3.4 If we suspect a breach of a human rights or environmental obligation by the Supplier or any of its contractors or suppliers at any tier and we have evidence of such breach, the Supplier shall take and implement appropriate corrective action or cause the relevant contractors or suppliers to take and implement such action as we may reasonably request in writing.

12.3.5 At our request, the Contractor or Supplier shall promptly (i) develop with us a plan to remedy the breach of a human rights or environmental obligation (the "Remedial Plan"), including a specific timetable for such plan, and (ii) implement such measures as we may reasonably require to implement such Remedial Plan.

12.3.6 We shall have the right to terminate the Contract with immediate effect if (i) the Supplier fails to fulfil its obligations under this clause, (ii) there is a material breach of expectations or (iii) the implementation of the Remedial Action Plan has not remedied the breach of a human rights or environmental obligation within a timetable set out in the Remedial Action Plan.

12.3.7 Possible compliance violations or human rights violations can be reported via our anonymous whistleblower channel, accessible via link: <https://www.lehvoss.it/en/company/anonymous-whistleblower-channel> or via QR code:



§ 13 Place of jurisdiction - place of fulfilment - applicable law

13.1 If the supplier is a merchant, the place of jurisdiction shall be Milan; however, we shall also be entitled to sue the supplier at its general place of jurisdiction.

13.2 Unless otherwise stated in the order, our place of business shall be the place of fulfilment.

13.3 The Italian law shall apply exclusively.

13.4 If the Supplier has its registered office outside Italy, the CISG ("United Nations Convention on Contracts for the International Sale of Goods") shall apply with the following special provisions:

- Contract amendments or cancellations must be made in writing. This also applies to agreements on the cancellation of this written form requirement.
- In the event of a culpable breach of contract, the Supplier shall also be liable for damage that was unforeseeable at the time the contract was concluded.
- In the event of delivery of non-conforming goods, we may demand a replacement delivery from the supplier if the non-conformity constitutes a material breach of contract. A material breach of contract is, among other things, if the goods are only manufactured or sold by the supplier or if it is unreasonable for us to purchase the goods from a third party for any other reason.

- d. In the event of delivery of non-conforming goods, we may declare the contract avoided if the non-conformity constitutes a material breach of contract. A material breach of contract is, among other things, if the damage is difficult or impossible to estimate, if immaterial damage has occurred, if the claim for damages is excluded under Article 79 V of the UN Convention on Contracts for the International Sale of Goods, if, in the case of continuing obligations, confidence in the reliability of the supplier is permanently impaired or if the non-conformity of the goods reaches such an extent that it is no longer possible to sell the goods in the ordinary course of business.

§ 14 Privacy Policy pursuant to GDPR n. 679/2016 and Italian Legislative Decree 101/2018 and subsequent amendments

Pursuant to and for the purposes of GDPR n. 679/2016 Italian Legislative Decree 101/2018 and subsequent amendments, the Supplier declares that he has been provided with detailed and comprehensive information from LEHVOSS Italia pursuant to Articles 13 and 14 of the mentioned GDPR on his rights and accordingly grants his unconditional consent to the processing, communication and dissemination of his personal data even in non-EU countries.

The Data Controller is LEHVOSS Italia S.R.L. administrative headquarter in Viale Italia 2, 21040 Origgio, (VA).

§ 15 Declaration according to Legislative Decree 231/01

The supplier declares that he/she is aware of the prescriptions contained in the Code of Ethics (the "Code of Ethics") adopted by LEHVOSS Italia S.r.l. (which can be consulted and downloaded from the website www.lehvoss.it), which is considered an integral and substantial part of the contractual conditions of purchase, and declares that he/she accepts them in full and specifically pursuant to and in accordance with Articles 1341-1342 of the Civil Code, refraining from conduct contrary to them.

Failure by the supplier to comply with the commitment assumed in this article determines a serious breach of the purchase order and constitutes grounds for legal termination thereof pursuant to and for the purposes of Article 1456 of the Civil Code.

The supplier acknowledges that LEHVOSS Italia S.r.l. has adopted an Organisation, Management and Control Model (which can be consulted and downloaded from the website www.lehvoss.it), in application of Legislative Decree 231/01 and subsequent amendments and additions (the "231 Model"), which it declares having read.

The supplier undertakes, to all effects of law, to perform its activities in compliance with the principles indicated in the "231 Model" and, in general, in compliance with the laws in force of the general principles of fairness and transparency.

In the event of breach of the obligations under this article by the supplier, LEHVOSS Italia S.r.l. reserves the right to withdraw from the purchase order, without prejudice to any claim for damages.

§ 16 Partial invalidity

In the event that individual contractual provisions are invalid, the remaining provisions shall remain fully valid. The invalid provision shall be replaced without further ado by a provision that comes as close as possible to the economic intent of the invalid provision in the context of what is legally possible.

§ 17 Priority Italian version

These General Terms and Conditions of Purchase shall be interpreted in accordance with Italian law. If the legal meaning of a translation differs from the Italian legal meaning, the Italian meaning shall prevail.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, after reading the rules contained in these General Conditions of Purchase, the Supplier declares signing the acceptance of the order that he specifically accepts the following articles: Article 3 (Prices Terms of payments); Article 4 (Delivery time – Delay in delivery – transfer of risks); Article 5 (Quality assurance – Execution of the order) Article 6 (Inspection for defects | Liability for defects) Article (Product liability – Indemnity Insurance) Article 8 (Property rights) article 12 (Sustainability) Article 13 (Place of Jurisdiction applicable law) Article 15 (Declaration according to Legislative Decree 231/01)