

## GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

- 1. PREMISE:** These general conditions for the purchase of goods and services shall apply to all orders and/or contracts involving INglass S.p.A. – sole shareholder company – subject to Management and Coordination by OC OERLIKON CORPORATION AG PFÄFFIKON (hereinafter “INglass S.p.A.”) as a purchasing party. Any type of agreement contrary to the provisions expressed in this document shall be made in writing under penalty of unenforceability. The sending, acceptance, negotiation of any order/contractual proposal to/from INglass S.p.A. implies the counterparty’s full acceptance, without reservations or exclusions, of these general conditions of contract as an integral part of any agreement. These general conditions are published on the company’s website [www.hrsflow.com](http://www.hrsflow.com), and are freely available to all users or interested parties. General terms and conditions of suppliers or third parties shall not apply, even if INglass S.p.A. does not separately object to their validity in individual cases.
- 2. ORDERS:** Each order / contract is considered to be accepted/concluded only, and exclusively, when the proposal by one party is accepted by the other in a clearly intelligible manner. In practice, such acceptance may also take the form of simply signing the order/contract proposal received, but tacit acceptance or acceptance by implication is in any case excluded. As a result, the order/contract may be considered accepted/concluded when the person who submitted the proposal has material knowledge of its acceptance by INglass S.p.A. If the proposer is INglass S.p.A, instead, the order/contract is considered accepted/concluded when the aforementioned company has material knowledge of the acceptance by the third-party contractor. Every order/contract proposal and every acceptance of a contract proposal made by INglass S.p.A. contains an explicit reference to these general conditions, which are therefore considered an integral part of every contract; consequently, no contract to which INglass S.p.A. is a party is to be understood as being deprived of these general conditions. If the order confirmation, or acceptance of the contractual proposal, sent or received by INglass S.p.A. contains additions, limitations, or other variations to the original order/proposal, it shall be validated as being a new proposal and therefore shall be subject to a new express acceptance procedure in the manner indicated above. Any requests for changes or amendments to the order already accepted in advance is, in turn, subject to a new written approval in the manner indicated above.

3. **PRICES:** The agreed prices are always intended inclusive of transport, insurance, delivery and unloading, unless otherwise agreed in writing between the parties. Payments are to be made through ordinary banking channels, and INglass S.p.A. shall not - unless otherwise agreed in writing - pay the price, or any part of it, to agents, representatives, employees, or couriers. The prices applied are those indicated in the price list referred to in the contract, or in the last derogatory offer made subject to acceptance.
4. **DELIVERY AND RISK OF LOSS OF GOODS:** Unless otherwise agreed in writing, the delivery of the goods covered by the order/contract (or batches of goods in the event that a split delivery is agreed upon) is understood to be completed with unloading of goods at the place of destination indicated by the purchaser. Unless otherwise agreed upon in writing, the risk of loss or damage to the goods passes to the purchaser INglass S.p.A. when the goods reach the INglass S.p.A. premises and are unloaded there. Where the subject matter of the contract is a service, on the other hand, the service is deemed as being provided when each of the split services has been completed.
5. **ESSENTIAL TERM AND EXPRESS TERMINATION CLAUSE :** Any deadline - even a split one - for the delivery of an asset, a series of assets, a service, a series of services and/or any utility that is the subject of a contract of which INglass S.p.A. is the purchaser, is always and in any case considered to be an essential deadline, since the goods/services covered by the individual contracts are included in production programming, implemented in more complex systems, integrated into articulated plans and deadlines that would suffer damage and delays as a result of the failure, incompleteness, imperfection, delayed delivery or supply of the aforementioned goods/services. Failure to comply with the agreed terms, therefore, shall result in termination ipso jure of the contract by simple communication, to be addressed to the contact details used for the conclusion of the purchase contract, with which INglass S.p.A. declares its intention to avail itself of this clause. This is without prejudice to compensation for damages. Except with prior written consent of INglass S.p.A., if the performance of the service or delivery of the product at the named destination is delayed beyond the performance date or delivery date, INglass S.p.A. is entitled to claim against the seller/supplier liquidated damages without prejudice to INglass S.p.A.'s right to claim compensation from the seller/supplier for any additional damage arising out of or in connection with the delay. Unless stated otherwise, the liquidated damages due by the seller/supplier for a delay shall be 1% of the Contract Price for each commenced week of delay up to a maximum of 10% of the Contract Price without any requirement to prove actual damage.

Force majeure (i.e. any circumstance beyond the control of the seller of the goods or service provider such as fires, wars, floods, droughts, strikes, breakdowns and production downtime, massive military mobilizations, revolutions, confiscations, embargoes, road traffic blockades, delays or defects in deliveries by subcontractors due to any circumstance referred to in this clause) are to be accurately documented in order to avoid liability for compensation due to non-fulfilment and/or termination of the contract as a result of the delay.

6. **TERMS OF PAYMENT:** Payment is to be made according to the deadlines or instalments indicated in the order/contract confirmation and at the indicated bank. In the event of delayed, failed, or incomplete delivery of the goods or services agreed, and also in the presence of force majeure clauses or other contingencies that induce the purchaser INglass S.p.A. not to make use of the express termination clause, INglass S.p.A. still reserves the right to immediately suspend payment, since the agreements do not provide for any *solve et repete* clauses. This is without prejudice to compensation for damages suffered as a result of the delay. In the case of payment by instalments, payment of each individual instalment is resumed after delivery of the goods or missing parts and/or rectification of the defects. The due dates shall follow the schedule originally agreed upon, except for an extension corresponding to the period of suspension resulting from the seller/supplier's non-performance. This is without prejudice to compensation for damages suffered as a result of non-performance or delay.
7. **CONFORMITY CHECKS:** The purchaser INglass S.p.A. has the right to check the conformity of the goods to the order, the absence of defects, the existence of the requested qualities. It also reserves the right to carry out these inspections within 90 (ninety) days of receipt, and in any case before carrying out any processing, manipulation, or intervention on the ordered goods. This limitation applies to the services provided and, in the case of split delivery of services or goods, the same time limit applies to each batch or partial delivery. Complaints and reports of defects, lack of quality, faults, partial or total non-fulfilment, are only considered valid if they are communicated in writing by email (or any other electronic or postal channel able to guarantee receipt of communication) within 60 (sixty) days of discovery of the defect.

Any hidden defects must be reported in writing email - (or any other electronic or postal channel able to guarantee receipt of communication) within 60 (sixty) days of their discovery and without the limitation of the prohibition for preventive work as set out in the preceding paragraph. For any actions related to the above, the provisions of the Italian Civil Code shall apply.

8. **COMMUNICATION:** All communications to INglass S.p.A. concerning individual contracts are to be made in writing, and are considered valid only if sent to the following address: [sourcingcontracts.italy.hrsflow@oerlikon.com](mailto:sourcingcontracts.italy.hrsflow@oerlikon.com)
  
9. **QUALITY OF PRODUCTS:** The parties to any order/contract of which INglass S.p.A. is the purchasing party declare and warrant that: all Products of which they are the supplier are free from any and all constraints and burdens, and the transfer thereof is always lawful; that the Products conform to the specifications, drawings, and quality standards for products of the same type; that the Product conform to all applicable State (or lower administration level) laws, regulations, and administrative orders, including all applicable safety, import and export current regulations. The seller/supplier undertakes to provide to the purchaser INglass S.p.A. adequate proof on the preferential origin status of Products in accordance with the applicable preferential trade agreements and regulations.
  
10. **VIOLATIONS:** The parties to any order/contract of which INglass S.p.A. is the purchasing party, with therelative conclusion, guarantee that the sale or use of the goods covered by the transaction does notviolate any patents, trademarks, industrial secrets, copyrights and intellectual rights, industrial designs, or other property rights of third parties of any kind or type or extension. The parties to any order/contract in which INglass S.p.A. is involved, therefore, shall indemnify the latter for any and all losses, damages, and expenses of any kind (including legal costs and other professional fees) that they incur as a direct or indirect result of a breach performed by the parties of this warranty and/or any third-party rights. In any case, the right to request compensation for the greater losses suffered by INglass S.p.A, also by way of damage to INglass S.p.A's commercial image on the Italian and/or foreignmarkets, is reserved.
  
11. **CERTIFICATION OF FAIR LABOR:** (Fair Labour Association). The parties to any order/contract to which INglass S.p.A. is a party declare not to exploit child labour, not to use forced or compulsory labour, notto physically abuse its workers, and to respect the rights of employees to be represented by third parties to assert any rights they may have.

They also guarantee that the working conditions comply with the collective bargaining agreements and other regulations in force locally. As regards all wagesand benefits, working hours and overtime, and health, safety and environmental matters, the vendor declares that they comply with all applicable laws and regulations in force.

12. **CODE OF ETHICS:** each INglass S.p.A. counterparty undertakes to familiarise itself with the provisions of Italian Legislative Decree no. 231 of 8 June 2001 and subsequent additions, as well as the contents of the Company's Code of Ethics and Organisational, Management, and Control Model published on the company's website [www.inglass.it](http://www.inglass.it). Each counterparty therefore undertakes to conduct itself in line with the aforementioned Code of Ethics and the Organisational, Management, and Control Model for the parts applicable, and in any case undertakes to maintain a conduct such as not to expose INglass S.p.A. to the risk of application of the sanctions provided for by Italian Legislative Decree no. 231/2001 and the rules referred to therein and by the anti-corruption legislation in force. Failure to comply with this commitment constitutes a serious breach of the contract and entitles INglass S.p.A. to terminate any order with immediate effect, pursuant to and for the purposes of Article 1456 of the Italian Civil Code. This is without prejudice to compensation for damages and the request for indemnity and the need to send notification to make use of this clause to the addresses used for concluding the purchase contract.
13. **DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION:** Drawings, specifications, photographs, and other design and production information disclosed by the customer INglass S.p.A. remains the property of the latter. They are not to be disclosed in any case to third parties and are to be returned after completion of the order or, on request, even before the completion of the order. Such information is to be used exclusively for the execution of the order/contract. All projects, drawings, heliographs, plans, specifications, data, commercial information, or other materials used for the development and design of goods/services purchased from INglass S.p.A. are considered "work for hire" (contracted work with transfer of rights), according to the laws in force, and shall remain the exclusive property of INglass S.p.A. for any further use or purpose.
14. **INSURANCE:** If an order/contract calls for services to be performed on the premises of the client/purchaser INglass S.p.A, the supplier of the good or service guarantees insurance coverage for the risks arising from the work, including all applicable employer liability insurance and third-party liability insurance.
15. **SUBCONTRACTING AND OUTSOURCING:** The parties to each order/contract in which the client/purchaser is INglass S.p.A. recognise the impossibility of subcontracting, outsourcing, or transferring, even partially, the object of the order/contract without INglass S.p.A.'s prior written consent.

16. **CONFIDENTIALITY:** If and to the extent that INglass S.p.A. and the supplier conclude a separate non-disclosure agreement (“NDA”), such agreement shall take precedence over the provision below in this clause. The supplier shall treat as confidential the any non-public information or data provided to or disclosed to the supplier by INglass S.p.A. or on its behalf, either directly or indirectly, in any form whatsoever or in or by any medium whatsoever. The supplier shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. The supplier shall use this information exclusively for the purpose of delivering the products and performing the Services.

17. **DATA PROTECTION:** When supplier accesses, uses or stores personal data in order to execute the order/contract and provide its products and/or services to INglass S.p.A., it takes the commitment to comply with applicable data protection laws. When supplier acts as a data controller, it acknowledges that, although it is solely responsible for its own use of the personal data any violation of applicable data protection laws by supplier, including its subcontractors, in relation to the personal data, may create legal and reputational risks for INglass S.p.A. This is why, supplier warrants and takes the commitment to:

- set up and maintain appropriate technical, organizational and physical measures to ensure the security and confidentiality of Personal Data during the entire duration of the Contract and until full deletion of all Personal Data;
- not further use the personal data for a purpose, or in a manner, incompatible with the initial Purpose of use (i.e. executing the contract/order and providing its products and services to INglass S.p.A. In particular, it shall not use personal data for direct marketing purposes;
- promptly notify in writing the concerned individuals and INglass S.p.A. of any personal data breach that is likely to result in high risks for the rights, liberties, safety of the concerned individuals;
- promptly notify in writing INglass S.p.A. of any request from a regulator, court, government or public authority to access the personal data used, stored or accessed by supplier for the provision of the service, except if such notification is prohibited by applicable law.
- fully defend and hold harmless INglass S.p.A. from any and all claims, demands, causes of action, lawsuit, liability, that would result from a personal data breach occurring while personal data were under its control or any violation of applicable data protection laws by supplier or its subcontractors.

When supplier acts as a data processor, it has to sign and comply with the terms of a data processing agreement. For the avoidance of doubt, if personal data are processed by the supplier and no data processing agreement has been signed, this means that the above applies.

18. **APPLICABLE LAW:** For all matters not expressly provided for in these general conditions, Italian Law and Articles 1470 et seq. of the Italian Civil Code shall apply.
19. **PLACE OF JURISDICTION:** All disputes arising in connection with the existence, validity, interpretation, execution, and termination of this contract shall be subject to the exclusive jurisdiction of the Court of Padua.

*Seller*

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