

**GENERAL PURCHASE CONDITIONS**  
**CARCO – PRECISION RUBBER PRODUCTS S.p.A.**  
**Rev. March 2024**

**1. GENERAL PRINCIPLES**

1.1 The following general purchase conditions (hereinafter referred to as GPC) exclusively govern the orders issued or purchase contracts entered into by CARCO – PRECISION RUBBER PRODUCTS S.p.A. (hereinafter referred to as the “Buyer” or “CARCO-PRP”). The Buyer and the Supplier may establish specific purchase conditions with the order and subsequent order confirmation, in derogation of the GCP, which, if accepted, will prevail over the GCP. In the event that the GCP are in conflict or incompatible with the general conditions of sale of the Supplier, the conditions established in the accepted order or in the executed order prevail.

**2. CONTRACT CONTENT AND ACCEPTANCE FORMS**

2.1 For the purposes of these general purchase conditions, “Contract” means:

- I) any special condition written or mentioned directly in the order header;
- II) these general purchase conditions, which are considered an integral part of every Carco-PRP order;
- III) the Ethical and Privacy Code attached to these conditions, or otherwise available on the Carco-PRP website ([www.carcopr.com](http://www.carcopr.com)).

2.2 Each individual supply based on a specific order will constitute, together with these conditions, an independent Contract. In the absence of express written acceptance of the order by the Supplier, the initiation of design, production, delivery, invoicing or supply of the goods or services covered by the order shall be deemed acceptance of the order, as well as acceptance of the present general purchase conditions by the Supplier.

**3. CONTROL AND TESTING**

3.1 The Supplier guarantees the reliability and suitability of the Products for their intended use as well as compliance with the requirements specified by the Buyer in the contract. However, the Buyer (or any other party designated by the Buyer) has the right to inspect and test the products during their production, manufacturing and storage process during normal working hours. The Supplier must provide all reasonably and necessary equipment for such inspections and tests. If, following the inspection or testing, the Buyer considers that the goods do not have the characteristics required by the Contract and informs the Supplier within 7 days of the inspection or testing, the Supplier is required to take all necessary measures to ensure compliance of such goods with the Contract.

3.2 The inspections and controls referred to in this article 3 do not exempt the Supplier from its responsibilities under the Contract, nor do they in any way constitute acceptance by the Buyer of the goods and services subject to inspection or control.

3.3 If the Contract requires testing of goods or services after their delivery or supply to the Buyer, such delivery or supply shall not be considered completed until (i) those tests have had an outcome that satisfies the Buyer, and (ii) the Buyer has confirmed in writing to the Supplier the positive outcome of the tests.

3.4 Even where the Contract does not require for the execution of specific tests, the goods and services are not considered accepted until the Buyer has had reasonably sufficient time to inspect the goods or verify the service after delivery of the goods or provision of the services.

3.5 The Supplier must comply with current regulations, particularly those related to health and safety at work and environmental protection, as well as comply with the guidelines of the Ethical Code provided by the Buyer and always available on the Company website ([www.carcopr.com](http://www.carcopr.com)).

**4. TRANSFER OF OWNERSHIP AND CUSTODY OBLIGATIONS**

4.1 Ownership of the goods is transferred to the Buyer upon delivery or, if earlier, upon the Supplier receiving payment of no less than 51% of the agreed price for such goods. Specific conditions established in the purchase order remain applicable.

4.2 Goods belonging to the Buyer or supplied by the Buyer, which are deposited in the custody of the Supplier for any purpose, must be clearly marked, registered by the Supplier as the property of the Buyer and kept by

the Supplier, who remains responsible for them until delivery as custodian.

**5. RAW MATERIALS – SEMI-FINISHED PRODUCTS – FINISHED PRODUCTS (hereinafter referred to as the “Products”)**

5.1 The Supplier must provide the documentation attesting the quality and characteristics of the Products to the Buyer.

**6. DELIVERY DATE AND DELAY OR POSTPONEMENT OF DELIVERY OR SUPPLY**

6.1 The delivery date for goods, completion of works, service provision or, in the case of service provided at regular intervals, the period of service provision must be specified in the order issued by the Buyer or otherwise agreed in writing. The Supplier commits to respect this date. Upon the Buyer’s request, the Supplier must communicate production, delivery and/or supply schedules. Deliveries are agreed in correspondence with the latest version of INCOTERMS.

6.2 The Supplier must promptly inform the Buyer of any supply that may be subject to delays in the date of delivery of the goods or provision of the service, as well as promptly inform of any event that may jeopardize compliance with the delivery terms. In the event of a delay exceeding one week or more from the contractually established delivery date, due to reasons other than force majeure, the Buyer, in addition to legal remedies, has the right to cancel the purchase order, refuse execution of the delayed performance and to purchase from another supplier, charging any additional expenses; the right to compensation for damages, as provided by the Contract and applicable laws, is preserved; the Buyer also has the right to obtain from the Supplier a refund of any amount charged by the end customer due to the delay.

6.3 The Buyer may request in writing that the Supplier postpone the delivery of all or part of the goods, or the provision of services, at any time before the goods are shipped or the service is provided. When the Buyer requests to postpone the delivery of goods, the Supplier will be responsible, from the moment the goods are ready for shipment:

- a) to store the relevant goods or have them stored by third parties,
- b) to provide written notice to the Buyer indicating the place where the goods are stored and the terms and conditions of storage,
- c) to take all reasonable measures to safeguard the goods and prevent their deterioration.

6.4 The Buyer, upon prior agreement with the Supplier, will bear the reasonable storage costs of the goods, as incurred by the Supplier and adequately documented in writing, and the costs relating to any insurance on the goods that the Supplier, upon written request of the Buyer, has stipulated in favor of the Buyer.

6.5 In the event of delivery of quantities of Products different from what is established in the contract, the Buyer has the right to:

- accept the excess quantity delivered, charging it as a deposit on subsequent deliveries of the same product; the price difference for the greater quantity accepted will be paid with the next scheduled delivery; or refuse the excess which will be returned to the Supplier, at the risk and expense of the latter;
- in the event of a smaller quantity delivered, the Supplier is obliged to immediately ship the missing Products at its own risk and expense.

6.6 The products must be correctly and securely packaged to arrive intact at their destination, even if the shipment is in charge of the Buyer.

**7. QUALITY GUARANTEE AND COMPLIANCE**

7.1 The Products must comply with the quality requirements and technical specifications established in the Contract or in other agreement formally signed between the Parties; they must also comply with the quality requirements of the materials (as defined in the Contract) and must in any case be free of defects in the material composition (for goods), and be provided in a good workmanship manner (for goods and services). The Products must be suitable for the purpose intended by the Buyer, a purpose of which the Supplier is or should be reasonably aware. Goods must be shipped complete with instructions, warnings and any other necessary data

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for their safe and proper functioning. Goods and services that do not satisfy any of the requirements identified above will be considered defective, in the case of goods, or not correctly supplied, in the case of services, unless the defect or incorrectness of the supply is absolutely marginal and do not affect in any way the suitability of their use/enjoyment by the Buyer.

7.2 The Supplier is required to activate and maintain active, throughout the duration of the Contract, a quality control system, and must allow the Buyer, or any of its suppliers, or other parties nominated by the Buyer, to visit the Supplier's premises with reasonable notice to view certificates and procedures related to guarantee the quality of the goods or services supplied.

7.3 The Supplier guarantees the conformity of the Products to current laws and contractual conditions for a period of 2 years (24 months) from delivery to the Buyer. Furthermore, the Products must be free from faults and defects. Any notification of discrepancies and/or defects in the Products must be communicated in writing within 60 days of discovery by the Buyer.

7.4 In the event of defects and/or faults in the Products, the Buyer has the right to choose:

- to obtain, at the Supplier's expense, the replacement of the defective Products with conforming ones;
- to return the defective Products at the Supplier's expense and with the Supplier obligated to refund the corresponding portion of the price;
- in case of urgency and unavailability of replacement by the Supplier, the Buyer may have the defects in the Products eliminated by third parties, at the Supplier's expense;
- in the event of particularly serious defects and/or faults, the Buyer may terminate the contract due to non-fulfillment by the Supplier.

7.5 Throughout the duration of the Contract, the Supplier undertakes to maintain a suitable insurance policy for product liability, waiving any recourse against the customer. The Supplier also undertakes to provide the Buyer with a copy of the aforementioned insurance policy.

### 8. VARIATIONS

8.1 The Supplier undertakes to accept any reasonable change in purpose, specification, quantity or shipment requested by the Buyer in the initial order, even if production has already started. In such cases, the compensation due to the Supplier must be adjusted based on the variations made and having regard to the costs and prices defined in the Contract or, where these are not applicable, to what is fair and reasonable.

8.2 Any Contract variations that may be requested by the Buyer will become effective for both parties from the date of issue by the Buyer of a written communication modifying the previously issued order.

8.3 The purchase price established in the contract cannot be increased; only if the unpredictable market trend renders the agreed price unfair, the parties will be able to renegotiate the consideration, committing themselves to ensure the fairness of the services and without prejudice to the possibility for the Buyer to terminate the contract in the event that the increase makes the respective obligations excessively onerous.

### 9. PRICE AND PAYMENT

9.1 If the Buyer does not make any changes pursuant to article 8, the prices established in the order will remain applicable for the entire duration of the Contract.

9.2 Unless otherwise established in the order, all prices must include shipping costs for the goods, or service supply costs, to the address established in the order.

9.3 Unless otherwise established in the order, the Buyer must pay the Supplier the fee indicated in the order within 90 days from the end of the month in which the Supplier issued the invoice relating to the goods or services supplied pursuant to the Contract, provided that such goods or

services have not revealed any defects pursuant to Article 7 above.

### 10. PROHIBITION OF ASSIGNMENT AND SUBCONTRACTING

10.1 The Supplier is prohibited from transferring the purchase contract to third parties, in whole or in part.

10.2 The Supplier is also prohibited from assigning the credit against the Buyer in any form.

10.3 Subcontracting is not allowed without the express written approval of the Buyer. It is understood that the limitations on the possibility of subcontracting contained in this article do not apply to subcontracting for materials, minor executive details or when the right to subcontract is expressly recognized within the order issued by the Buyer.

The Supplier is fully responsible for the work carried out and the goods supplied by the subcontractors.

### 11. INTELLECTUAL PROPERTY

11.1 All information and know-how, including drawings, specifications and other data provided by the Buyer in compliance with the Contract, remain the property of the Buyer and may be used by the Supplier only for the purposes and within the limits set out in the Contract. The Supplier must keep the information and know-how received from the Buyer confidential and must promptly return them to the Buyer upon specific written request from the latter. Upon the Buyer's request, the Supplier also undertakes to delete any copy, back-up or other means of reproduction or storage of the information and know-how received from the Buyer.

Any confidentiality and /or non-disclosure agreements specifically entered into with the Supplier shall take precedence over these General Purchase Conditions (GCP).

11.2 The Supplier undertakes to hold the Buyer harmless from any damage or loss incurred as a result of third party claims concerning violations of their intellectual property rights arising in the context of the supply of the goods or services subject to the Contract, unless the Supplier demonstrates that such violations of third party intellectual property arise from the execution of directives, indications or plans received from the Buyer.

11.3 The Supplier must not make accessible in any way or provide to third parties goods produced using tools or materials from the Buyer or based on the Buyer's models, drawings, specifications or projects without the Buyer's prior written consent.

11.4 Any invention, patents, trademarks, designs or other intellectual property rights arising from the execution of the order shall constitute the exclusive property of the Buyer and the Supplier hereby undertakes to maintain such inventions, patents, trademarks, designs or other intellectual property rights strictly confidential and to do everything necessary to ensure that such rights are attributed exclusively to the Buyer.

### 12. FORCE MAJEURE CAUSES

12.1 If the fulfillment of any obligations under the Contract becomes temporarily impossible as a result of a cause, act or event beyond the reasonable control of the parties, the fulfillment of such obligations may be postponed until the impediment ceases, provided that the defaulting party promptly informs the other party of the event and takes all reasonable measures to reduce the delay. Actions, omissions or non-performance by subcontractors or suppliers are not considered to be causes of force majeure, as they are not beyond the control of the contracting party.

### 13. TERMINATION AND WITHDRAWAL FROM THE CONTRACT

13.1 Without prejudice to any other legal remedy, the Buyer may terminate the Contract with immediate effect, pursuant to art. 1456 of the Civil Code, and without any liability towards the Supplier in the following cases:

- the fulfillment of the Supplier's obligations is delayed by 30 days or more (due to force majeure or other reasons); or
- the Supplier, having not respected the delivery dates, does not comply with a subsequent further request from the Buyer for immediate delivery; or

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- in case of serious violation of the obligations imposed on the Supplier by these GPC.

13.2 In the event of termination of the contract due to non-compliance by the Supplier, the Buyer has the right to request both direct and indirect damages suffered as a result of the aforementioned non-compliance.

13.3 Each party may withdraw from the Contract in the event that the other party is subject to insolvency proceedings, or other proceedings provided for by bankruptcy law, or in the event of liquidation. In case of withdrawal for this reason, no compensation, penalty or other sum for any reason is due.

13.4 Until the Products are delivered, the Buyer may withdraw from the contract, with the obligation to reimburse the reasonable and fair costs incurred up to the date of withdrawal by the Supplier, it is understood that the Supplier must take all reasonable measures to minimize these costs and to adequately report and demonstrate them in writing. In any case, the reimbursement cannot exceed the price agreed in the Contract. As a result of such refunds, the Supplier expressly waives any other right/claim/action of any nature against the Buyer, as well as any request for direct and/or indirect damage.

**14. LIABILITY IN CASE OF ACCIDENTS AND DAMAGES**

14.1 In the event of accidents and damages resulting from delays, faults or defects in the Products or in the event of any other breach by the Supplier, the latter must indemnify the Buyer from any direct or indirect loss, damage, action, claims, costs and expenses caused by or in any way arising from the willful or negligent actions or omissions of the Supplier, its subcontractors, employees and agents;

14.2 In the event of damages (death or injury) to persons or things caused by defective Products or in any case by facts attributable to the Supplier, its subcontractors, employees and agents, the Supplier shall similarly indemnify the Buyer from any loss, damage, direct and indirect, action, claim, cost and expense.

14.3 If any of the products supplied by the Supplier contain dangerous substances or require particular precautions to ensure safety during handling, transport, storage and use, the Supplier, before shipment, must indicate in writing to the Buyer every detail useful for the purposes of safety and must highlight on the goods themselves all the precautions that must be taken.

**15. COMMUNICATIONS**

15.1 Any communication concerning this Contract must be drawn up in writing and sent by courier, fax, email, certified electronic mail or delivered by hand to the addresses indicated in the order.

**16. FAILURE TO EXERCISE A RIGHT**

16.1 Any failure to exercise, knowingly or otherwise, a right (in whole or in part) by the Buyer does not constitute a binding precedent, nor does it place restrictions on the future exercise of the Buyer's rights towards the Supplier.

**17. ETHICS AND PRIVACY CODES**

17.1 The Supplier declares to be aware of the Ethics' Code adopted by the Buyer and undertakes to act in accordance with it.

17.2 Pursuant to art. 13 of Legislative Decree 196/2003 and subsequent amendments, the Parties give mutual consent to the inclusion and processing of their common personal data in the respective computer/paper banks and mutually acknowledge having read the company Privacy Information.

17.3 Both the Ethics' Code and the Privacy Information are available in CARCO-PRP web site ([www.carcopr.com](http://www.carcopr.com)).

**18. APPLICABLE LAW AND JURISDICTION**

18.1 These GPC, purchase orders and purchase contracts are governed by Italian law; in case of conflict with the Supplier's general conditions of sale or regulatory conflict, reference will be made to international

agreements and/or private international law.

18.2 For any dispute relating to the interpretation and/or application of these GPC, purchase orders, purchase contracts, the Court of Milan will have exclusive jurisdiction.

For Acceptance:

Place \_\_\_\_\_ Date \_\_\_\_\_

The Supplier \_\_\_\_\_

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the Supplier declares to have read, understood and specifically accepted the following clauses of the General Conditions of Purchase (GCP):

- 7. Quality Guarantee and Compliance
- 8. Variations
- 9. Price and Payment
- 10. Prohibition of assignment and subcontracting
- 13. Termination and withdrawal from the contract
- 14. Liability in case of accidents and damages
- 18. Applicable Law and Jurisdiction

Place \_\_\_\_\_ Date \_\_\_\_\_

The Supplier \_\_\_\_\_