

## **General Conditions of Purchase**

### **1. Validity of the General Conditions of Purchase**

1.1 The present General Conditions of Purchase constitute an integrant and substantial part of the order and regulate all purchases and the relevant orders that EVONIK ITALIA (hereinafter referred to also as the "Client") shall transmit to the Supplier. Said Conditions shall prevail on any other agreement or condition between the parties and in particular on the Supplier's offer and General Conditions of sale. Any derogations to these Conditions may be made only in writing if expressly specified in the order.

1.2 The Supplier's confirmation of order shall imply the acceptance of the particular conditions mentioned in the order, of these General Conditions of Purchase, of all the provisions, schemes, data, specifications and drawings mentioned and/or attached to the order, as well as the annulment of all the Supplier's conditions of sale.

1.3 All communications and documents concerning the supply shall be accepted by EVONIK ITALIA only if they indicate order number and date.

### **2. Inspections and controls**

EVONIK ITALIA may send its officers to visit, at any time and without prior notice, the plants of the Supplier and/or third parties' plants supplying the Supplier, in order to ascertain the regular carrying out of the supply and compliance with the agreements, without thereby assuming additional responsibilities or charges.

### **3. Deliveries, penalties and extensions of delivery terms**

3.1 The supply shall be considered as carried out when accepted by EVONIK ITALIA, following the positive result of tests, trials and any other additional accomplishments mentioned in the order.

The delivery terms indicated in the invoice shall be essential and definitive and the delivery shall be considered as carried out after receipt by EVONIK ITALIA of all the necessary documents.

Consequently, any changes in advance or delay to the scheduled dates are not allowed, unless otherwise agreed. EVONIK ITALIA is entitled to refuse the supply and annul the order in case of serious delay in delivery or delay that may jeopardize the use of the material for the intended use. In particular, the aforesaid serious delay refers to a longer delay than the one corresponding to the maximum penalty. In case the delivery terms indicated in the order shall not be respected, EVONIK ITALIA shall be entitled to be paid a penalty by the Supplier, in addition to any occurred damages.

The amount of the penalty shall be established in the order and calculated on the basis of the percentage indicated in the order or in eventual subsequent addenda, for each week or partial week of delay. The penalty shall not, however, exceed the maximum value of 10% (ten percent) of the total amount of the order or subsequent addenda.

3.2 In case of application of the mentioned penalty, EVONIK ITALIA shall be entitled to deduct the relevant amounts from the payments still due to the Supplier. Should the aforesaid payments be lower than penalties, the Supplier undertakes to pay the due amounts within 30 days as of the date of the Client's communication.

3.3 EVONIK ITALIA may agree with the Supplier postponements in delivery, in compliance with these General Conditions of Sale solely in consequence of: changes to the supply, suspension in the execution of the supply, and force majeure.

### **4. Quantities and packaging**

4.1 The quantities indicated in the order must be thoroughly respected; any increase beyond the tolerances eventually agreed shall be returned at the Supplier's risk and expense, without obligation of advance notification. All the expenses due to returns, replacements, changes or repairs that may be necessary during the guarantee period shall be charged to the Supplier, as well as the eventual

damages suffered by the Client that may be ascribed to the Supplier. EVONIK ITALIA shall only recognize weights ascertained by Italian Railways or by a public weighting machine.

4.2 Packaging shall be adequate, in compliance with the regulations in force and appropriate to the relevant material and means of transport; consequently all damages deriving from faults in packaging shall be charged to the Supplier, also in case of material sold ex works.

## **5. Deliveries and transport risk**

5.1 All deliveries shall always be accompanied by the relevant transport documents, essential for the accomplishment of the order. Each transport document shall refer to the material of a single order and contain all the references indicated in Section 1, as well as any serial number, unification code and product definition mentioned in the order. In case of partial consignment, the Supplier is required to specify if said consignment is in settlement or on credit and any other particular circumstances as the replacement of faulty items or return of material in excess from the Supplier on account of manufacture, as well as the references and codes in the original document of the Client.

5.2 In all the cases provided for by the law, the Supplier undertakes to consign to EVONIK ITALIA the documents certifying compliance of the supplied material with the legislation in force, the instructions for use, the information on the risks and perils, as well as any other information to be provided by the Supplier pursuant to the law and in particular to Italian Legislative Decree 626/94, Italian Presidential Decree 459/96, Italian Presidential Decree 547/55 and subsequent updates, amendments and integrations, in order to permit the Client to correctly process the supplied material, to prevent accidents and occupational disease, to protect health and the environment. In case of non-compliance with the aforesaid provisions, EVONIK ITALIA shall be entitled to reject the supply.

5.3 Unless otherwise agreed in writing, transport shall be free at destination, to be indicated by EVONIK ITALIA at the execution of the contract.

The material shall be sold on the basis of the quantity specified in the transport document and the consignee shall not be responsible for lacks in quantity or weight, or for damages occurred during transport.

The property of the supplied material shall be considered as transferred to the Client after the Client's acceptance of the material, regardless of consignment.

5.4 The Supplier shall maintain a quality management system, for example, pursuant to ISO 9001 and/or ISO 14001. EVONIK ITALIA is entitled to review the Supplier's system by way of audits subject to coordination of the same with the Supplier. In relation to any purchase of energy-related services or goods, the audit shall to a certain extent be based on the energy-related performance of such services or goods.

## **6. Guarantees**

6.1 The Supplier guarantees the strict compliance of the material with all the requirements and instructions contained in the order. Besides, the Supplier guarantees that the supply is exempt from faults of any kind, hidden or manifest, and that manufacture was carried out in full compliance with the legislation in force.

Moreover, the Supplier guarantees the quality of the supply, of the components and machinery, their suitability for the intended use, as well as their best performance and functioning in compliance with the requirements mentioned in the order. The supply shall be manufactured on the basis of the best technical rules.

EVONIK ITALIA shall notify any defect in quality within fifteen (15) days from discovery in case of hidden defects and within fifteen (15) days from consignment in case of evident defects.

6.2 Any costs and charges that may arise to guarantee compliance of the supply with the terms indicated on the order shall be borne by the Supplier. Any financial, operational, executive charges that may emerge to resolve critical situations due to defects or faults of the supply shall also be borne by the Supplier.

6.3 Unless otherwise specified in the order, the period of guarantee shall last for 12 months starting from the first use / start-up of the supplied item.

6.4 In any case, the Supplier shall fully comply with the provisions of the Italian Environment Act (Codice dell'Ambiente) and any other applicable environmental law and/or regulation.

## **7. Prices**

It is understood that the indicated prices are fix and invariable until complete carrying out of the supply, unless specified otherwise in the order, independently from any circumstances, including unforeseeable ones, that may affect costs. Consequently, Articles 1467 and 1664 Italian Civil Code shall not be applied.

## **8. Invoices and payments**

8.1 The original invoices shall be addressed as indicated on the order.

Each invoice shall indicate all data listed in Section 1, refer to the transport document and report all the material listed thereto in the same sequence; in case of partial consignments, the invoice shall indicate if it is a consignment in settlement or on credit. The invoices not in compliance with the aforesaid regulations may be rejected by EVONIK ITALIA and the consequent expenses shall be borne by the Supplier. The payment terms shall always be the ones indicated on the order and in no case bills of exchange or charges to EVONIK ITALIA shall be accepted unless previously agreed, even though foreseen by the Supplier's conditions of sale.

8.2 By executing the order, the Supplier declares to accept that in case of payment delay exceeding 30 days from the time deadline mentioned in the invoice, the relevant interests shall be calculated on the basis of the 3-monthly Euro Interbank Offered Rate increased by 1 point and that any delayed payment for periods lower than 30 days shall not accrue interests.

## **9. Applicable Law and Competent Courts**

The present purchase order is governed by the Italian law. All disputes arising out or in connection with the order shall exclusively be settled by the Court of Cremona (CR).

## **10. Privacy Code**

Each party undertakes to process the personal data of natural persons acting on behalf of the other party and of whom they become aware in the course of the execution of the contract and of the activities related to it and subsequent thereto, in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR)

## **11. Decree 231/2001 – Legislative Decree 159/2001**

11.1 The Supplier represents and warrants have not performed any conduct or activity from which any liability pursuant to Decree 231/2001 (the Italian corporate criminal Act) may arise.

Furthermore, the Supplier is aware that EVONIK has adopted an organizational, management and control model ("Organizational Model") and a code of conduct ("Code of Conduct") that the Supplier acknowledges to have received and that accepts to comply with.

11.2 The Supplier agrees to, and undertakes that any of its employees shall, comply with the provision of the Italian criminal law and with the Evonik Code of Conduct and to avoid any behavior that could give rise to any liability according to Decree 231/2001. For any breach or violation of this clause, Evonik may (without limiting any other right it may have), notwithstanding any other provision of this agreement to the contrary, immediately terminate this agreement, in whole or in part.

11.3 The Supplier represents and warrants to be compliant with Legislative Decree no. 159/2001 ("Code of anti-mafia laws and preventive measures as well as new provisions on anti-mafia documentation under Articles 1 and 2 of Law no. 136 of 13 August 2010") and its subsequent amendments. For any breach or violation of this clause, Evonik may (without limiting any other right it may have), notwithstanding any other provision of this agreement to the contrary, immediately terminate this agreement, in whole or in part.

## **12. Subcontractors**

Subcontractors may only be engaged with the prior consent in writing by EVONIK ITALIA. Such consent shall only be withheld for objective reasons and such a reason includes, in particular, the failure to observe safety requirements. The Supplier shall subject the subcontractors to the same obligations as those owed to EVONIK ITALIA hereunder and furthermore shall ensure compliance with such obligations by its subcontractors.

## **13. Termination for cause**

Under Article 1456 of the Italian Civil Code EVONIK ITALIA shall also have the right to terminate the contract if the Supplier is subject to seizure, bankruptcy, receivership procedures, or other insolvency procedures, in any event, becomes insolvent, is subject to attachment or any other form of restriction on its assets or is placed in liquidation, voluntarily or on a compulsory basis.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Parties specifically approve, after careful reading, the following clauses: 3. Deliveries, penalties and extensions of delivery terms; 8. Invoices and payments; 9. Applicable Law and Competent Courts; 11. Decree 231/2001 – Legislative Decree 159/2001; 12. Subcontractors; 13. Termination for cause.