

**1) ACCEPTANCE AND CONFIRMATION OF ORDER** – The sale of products by POLIS S.r.l. (Seller) is regulated exclusively by these general terms and conditions of sale (GTC). The special terms (quantity, price, method of payment, transport conditions, etc.) relative to the single orders received by Buyer shall be binding only if accepted and if they conform to the order confirmations sent by Seller. The sales contract shall be finalised only on the basis of an order received by Buyer, followed by the order confirmation sent by Seller. Seller and Buyer may stipulate special terms and conditions of purchase in the order and the subsequent order confirmation, which, if accepted, shall prevail over the GTC.

Any amendments, additions, exceptions and/or cancellations communicated by Buyer after Seller has sent the order confirmation shall constitute a new proposal, which shall be subject to acceptance by Seller at its sole discretion.

If Buyer requests POLIS S.r.l. to cancel an order when production has already started, Seller reserves the right to reject the request or to accept it subject to partial payment of the supply, depending on the progress made in the production process.

If the parties have agreed to the continuous supply of the products specified in a so-called "open order" and Buyer decides to interrupt the supply or to reduce the quantity thereof, the latter shall give written notice to the former, to this effect, no later than 90 days from its latest order to POLIS S.r.l., remaining obliged to purchase all the stocks of the products that are ready for delivery or have been confirmed by Seller.

These general terms and conditions of sale are printed on the back of each order confirmation sent by POLIS S.r.l. and constitute an integral and essential part thereof; they are also available for consultation on Seller's website ([www.polisweb.it](http://www.polisweb.it)); the confirmation of the order by POLIS S.r.l., even if unsigned, implies knowledge and acceptance of these general terms and conditions.

Furthermore, these general terms and conditions shall prevail over any other conditions or covenants indicated by the customer and hereby supersede and cancel any previous written or verbal agreement.

If these GTC conflict or are incompatible with Buyer's general terms and conditions of purchase, the terms and conditions set out in the confirmed order or in the executed order shall prevail.

**2) PROTECTION OF KNOW-HOW AND CONFIDENTIALITY – INDUSTRIAL FORMULAS – TECHNICAL DOCUMENTS** – Buyer undertakes to keep strictly confidential all technical and commercial information and any other data which it becomes aware of during the term of the contract, without prejudice to Seller's right to compensation for damages in the event of any breaches by Buyer. Likewise, all technical or commercial documents, industrial formulas, projects that POLIS S.r.l. exchanges with Buyer, in relation to the performance hereof, shall also be subject to this confidentiality clause.

POLIS S.r.l. shall not be held responsible for breaches of industrial property rights or know-how or trademarks and/or patents of third parties related to any information and/or technical or commercial data reported by Buyer. Should Seller be involved in complaints and/or legal actions by third parties for breaches of trademarks, patents, know-how or other industrial secrets resulting from information and/or documents received from Buyer, the latter undertakes to indemnify and hold POLIS S.r.l. harmless from and against any claims for compensation and from any direct and/or indirect costs incurred.

The processes and techniques and intellectual property rights used by POLIS S.r.l. in the production of its products are and shall remain the property of Seller.

**3) DELIVERY AND TRANSPORT** – POLIS S.r.l. undertakes to respect the delivery deadlines specified in the order confirmation, which in any case are never essential and binding but purely indicative.

If an essential deadline for delivery is agreed to in writing, POLIS S.r.l. shall not be held responsible for any delays in delivery due to force majeure and/or fortuitous and extraordinary events (e.g. accidents, strikes, interruptions in transport services, natural disasters, difficulties in sourcing raw materials, the objective impossibility of production plants to operate, etc.) or which depend on the carrier.

Unless otherwise agreed in the contract, the transport of the goods is always at the total expense and risk of Buyer (EXW or FCA according to the Incoterms in force at the time of the conclusion of the contract), regardless of the manner of transport and method of payment; even in the event that, as a mere courtesy, POLIS S.r.l. directly provides for the organisation of the transport on behalf of Buyer, the related risk shall be undertaken by Buyer and Seller shall be exempted from any liability for any damage caused by the transport, unless otherwise agreed in writing.

Should Buyer, in agreement with Seller, request the deferral of any already agreed deliveries, the former accepts to pay the reasonable costs for storage of the goods, as incurred by Seller and adequately documented in writing.

In the event of Buyer's refusal to accept the goods, or of non-delivery of the goods due to Buyer's absence or other causes dependent on Buyer, Seller may keep and store the goods at its premises at Buyer's expense and risk, without prejudice to any other remedy under the law.

If the actual quantity of the goods delivered differs from the quantity stipulated in the contract, Seller shall be entitled to:

- refuse the return of any excess goods when they have been produced to the customer's own specifications and such that they cannot be resold or reused, if the difference with respect to the contractual quantity does not exceed 15%;
- if the quantity delivered is less than 20% of the contractual quantity, Seller shall be obliged to immediately ship the missing products at its own expense.

Upon receipt of the goods, Buyer shall be obliged to check the conformity, suitability and integrity of the packaging and of the products, with the obligation to immediately report to the carrier any discrepancies and to promptly notify Seller, and in any event no later than 8 WORKING DAYS after delivery, of any contamination or defects, under penalty of forfeiture of the warranty referred to in paragraph 8 of these GTC, without prejudice in any case to the terms for any complaints referred to in the aforementioned paragraph 8 of these GTC.

**4) PAYMENT METHODS AND DELAYS** – The prices and payment methods are indicated in the order confirmations of POLIS S.r.l. and, if made by representatives and/or distributors, are binding only after confirmation and acceptance by Seller, based on the order confirmation.

Any taxes, bank charges, customs duties or other amounts due and payable by law shall be charged to Buyer.

The Seller has the right to indicate a provisional price in the order confirmation, which will be confirmed at the time of delivery according to the relevant market trends.

If the agreed and confirmed price be deemed to be unfair, due to the variability of the market, the parties may decide to renegotiate the price to ensure its fairness.

Failure to pay or delayed payment of the price on the due dates agreed in the order confirmation or invoice, shall entitle POLIS S.r.l. to apply delayed payment interest on the amounts due and unpaid, at the rate determined in accordance with Legislative Decree 9 October 2002, no. 231, from the date of expiry of the agreed term. Buyer shall also be liable for the reimbursement of all debt collection costs and related legal expenses incurred.

In the event of non-payment of even a single instalment of the price by the agreed due date, Buyer shall forfeit the benefit of deferred payment and shall be obliged to pay the full price for both orders already executed and those in course of delivery. Furthermore, POLIS S.r.l. may invoke articles 1460 and 1461 of the Italian Civil Code and suspend any deliveries in progress relating to one or more orders already confirmed by Seller if the delay in payment causes Buyer to be deemed unreliable, in terms of its capacity to perform, without prejudice, at Seller's discretion, to the right to terminate the sales contract pursuant to art. 1456 of the Italian Civil Code.

Payments by Buyer shall be made in full, without any reductions, deductions or exceptions or reservations even in the case of disputed sums.

POLIS S.r.l. also reserves the discretionary right to change the payment terms already agreed and accepted between the parties, relative to one or more orders already confirmed by Seller, in the event of payment default by Buyer.

**5) WITHDRAWAL** – POLIS S.r.l. may withdraw from the sales contract at any time and interrupt deliveries of goods, without incurring any penalties and/or indemnity, nor any obligation to return the payments already received, in the event of: protests of bills, the initiation of injunction procedures (*procedure monitorie*) and ordinary and/or insolvency procedures, under Italian law, whether in or out of court, against Buyer, as well as in the event of serious and repeated delays in payment.

**6) QUALITY OF GOODS** – All POLIS S.r.l. products are subject to quality control procedures throughout the production process, in accordance with the company's internal procedures; any request for certificates of conformity and/or certificates of testing, with regard to a supply of goods, must be expressly specified in advance in the order.

Any tolerances and/or variations in the product may arise from the nature of the product itself and are recognised by the relevant best industry practices, and Seller therefore disclaims any liability in relation thereto.

POLIS S.r.l. reserves the right to make changes to its products without prior notice, unless otherwise agreed in writing between the parties.

The products are delivered in suitable packaging and in accordance with the applicable regulations. Buyer is obliged to comply with the conditions of use, preservation and storage of the purchased products according to the instructions provided by Seller at the time of delivery of the products, to guarantee the integrity of the products, the safety of the persons handling them, and the health and safety of the work premises.

The products are sold in accordance with the technical specifications agreed on in advance, in writing, by the parties; lacking any special requests by the customer, POLIS S.r.l. shall refer to the industry specifications as applied according to its internal production procedures.

**7) LIABILITY FOR PRODUCT DEFECTS AND/OR FAULTS** – Whereas:

- the products sold by POLIS S.r.l. are raw materials the use of which is subject to numerous variables (conditions of custody and storage by the client, transformation processes, product destination, compatibility with the plant/machine of destination, etc.) that are beyond Seller's control and on which it has no power to intervene, except in the case of special agreements and/or instructions in the contract,

- POLIS S.r.l. guarantees an internal quality control system for the products, as well as Buyer is obliged to carry out preliminary checks on the packaging and on the products delivered, according to the terms set out in Article 8 below, in order to reduce the risk of using products subject to widespread contamination. POLIS S.r.l. does not consider itself liable without limitation for any faults or defects in the products sold.

In particular:

- a) POLIS S.r.l. disclaims all liability for the final use of the products, which is decided on by Buyer in full autonomy and awareness; Seller shall not be responsible for the suitability or otherwise of the products, with respect to the so-called "occasional contaminations" that may occur in the production cycle into which the aforementioned raw materials are introduced.
- b) Buyer shall process and use the products at its sole risk, if, in the event of delivery without reservations and following the processing, treatment or transformation of the products by Buyer or its assigns, Buyer raises no objections concerning the non-conformity of the products, within the terms of the warranty (see section 8 below). Buyer alone shall be responsible for the assessment of the products, with regard to their suitability for the end use, for the processing, treatment or transformation it intends to carry out.
- c) Seller is in no way liable for any advice, suggestions or information it provides at Buyer's request.
- d) POLIS S.r.l. shall not be liable for any defects and/or faults in the products as a result of abnormal deterioration, negligence in custody by Buyer,

incorrect handling, processing, application and/or installation, replacements and/or maintenance carried out by third parties, for chemical, mechanical and/or electrical causes unrelated to the product as sold.

**8) WARRANTY** - Except for the cases of exclusion of any liability as set out in section 7 above, POLIS S.r.l. shall be liable for any defects and/or faults in the products sold, limiting itself to replacing them at no extra cost or, at Seller's discretion, refunding the price paid upon return of the goods.

This warranty operates on condition that:

- a) Buyer shall notify Seller in writing of any evident and/or obvious defects in the packaging and/or products, within the term of no more than 8 days after delivery;
- b) Buyer shall notify Seller in writing of any hidden defects in the packaging and/or products, or which otherwise become apparent after their use, within the term of 30 days after discovery and in any case no later than one year after delivery;
- c) Buyer has provided suitable and sufficient "technical specifications" to which the products conforms, the final use of the product being irrelevant;
- d) Buyer has used the products in accordance with the correct methods of use, storage, preservation, handling and transport.

In the event of a dispute arising in connection with a defect and/or fault reported by Buyer, this warranty shall cease to apply if Buyer has not fulfilled its control obligations pursuant to sections 3 and 7 above, and has failed to keep the packaging and/or the faulty and/or defective product for at least 90 days from the report, for controls and tests to be carried out jointly by the parties, or if Buyer has not taken steps to institute appropriate preventive instruction proceedings, pursuant to art. 696 of the code of civil procedure, within one year from delivery. In any case, POLIS S.r.l. shall not be liable for any indirect or consequential damage such as: loss of profit, production stoppages or decrease in production, damage to reputation, loss of sales or loss of market share, costs of withdrawing the final product from the market.

This warranty shall apply exclusively to Buyer and does not extend to any subsequent purchaser or transferee of the products.

Buyer undertakes to indemnify, defend and hold Seller harmless from and against any damages, costs or reimbursement of legal expenses resulting from claims of eligible third parties to Buyer or in the event of disputes concerning goods in which products sold by Seller have been used if Seller is not held liable under these GTC.

**9) PRODUCTS SOLD FOR PROCESSING PURPOSES** – If Buyer supplies raw materials for processing purposes, POLIS S.r.l. undertakes to guarantee the processing process within the agreed parameters, without prejudice to Buyer's obligation to check in advance the products delivered for processing purposes, not holding Seller responsible for any defects or failures of the products, unless otherwise agreed between the parties.

**10) PRODUCTS INTENDED FOR REGULATED APPLICATIONS** – In the case of raw materials intended for applications regulated or limited by applicable laws, regulations or national/international standards in specific product sectors (by way of example but without limitation, foodstuffs, animal feed, water treatment, medical, pharmaceutical or personal care products), Buyer, or its assigns, has the obligation to carry out tests or trials and to provide any certification useful to demonstrate the full conformity of the final products, in which the raw materials sold by POLIS S.r.l. have been used, with the laws and/or limitations in force with respect to the intended use or manner of use.

**11) FORCE MAJEURE** – In the event of non-performance or delay in the performance of their respective obligations due to force majeure events, i.e. unforeseen and unforeseeable circumstances at the time of the conclusion of the contract and beyond the control of the parties, the parties shall not be held liable for the non-performance and shall not be liable for any compensation or indemnity.

In particular, in the event of a force majeure event, Seller shall not be obliged to procure the products covered by the sales contract from third parties nor shall it be obliged to supplement the quantities of goods not supplied due to the force majeure event nor to extend the term of the contract for that purpose.

**12) EXPORT – ENVIRONMENT – HEALTH AND SAFETY**

Buyer undertakes to comply with all applicable export, import and re-import regulations in the countries of destination of the products.

Buyer also undertakes, on its own behalf and also on behalf of its contractors or anyone acting on its behalf, to comply with the applicable health, safety and environmental (HSE) laws, the recommendations set out in the safety data sheet of the products, and to adopt all the rules of good conduct.

Buyer undertakes to properly handle and dispose of all waste and scrap resulting from the use of the products, including packaging that cannot be reused, in accordance with the applicable regulations.

In the event of breach of these obligations, Buyer undertakes to fully indemnify and hold Seller harmless from and against all expenses, damages or other economic claims.

**13) REGULATORY FRAMEWORK** – This sales contract is governed by the general conditions set out herein, while any matters not expressly provided for herein, shall be governed by the commercial rules of the Civil Code (Art. 1470 et seq. of the Italian Civil Code), without prejudice to ad hoc agreements between the parties set out in the individual contract.

No amendment of these GTC shall be effective unless agreed in writing between the parties.

Should one or more of the provisions of these GTC be deemed null and void or ineffective, this shall not invalidate the contract or the other general terms and conditions.

**14) PROCESSING OF PERSONAL DATA AND CODE OF ETHICS** – Buyer hereby authorises POLIS S.r.l. (\*) to process, disclose and disseminate personal data for all contractual - legal requirements and fulfilments, as well as to allow more effective management of contractual - commercial relations including technical/advertising updates. The data may be processed in written, paper, magnetic, electronic or telematic form. In any case, reference should be made to the personal data protection policy statement (prepared pursuant to EU Regulation no.679/2016 and Legislative Decree 196/2003, as supplemented and amended by Legislative Decree no.101/2018) available at [www.polisweb.it](http://www.polisweb.it). Buyer represents and warrants that it is familiar with the Code of Ethics adopted by Seller, and available for consultation at [www.polisweb.it](http://www.polisweb.it), and undertakes to act in accordance with it.

**15) APPLICABLE LAW – JURISDICTION** – The parties hereby agree and acknowledge that any disputes concerning the interpretation and/or performance of the sales contract and these GTC shall be referred to and exclusively settled by the Court of Brescia. This sales contract is governed exclusively by Italian Law.

(\*) The data controller is POLIS S.r.l., Via Artigianale, 19 Offlaga - Loc. Cignano (BS), in the person of its acting legal representative.