

## TP REFLEX GROUP

### GENERAL TERMS AND CONDITIONS OF SALE

#### 1. DEFINITIONS

Capitalized terms used under these general terms and conditions shall have the following meaning:

**“Affiliates”** means, with respect to a Party, all entities directly or indirectly controlling, controlled by, or under common Control with the same Party, where the term **“Control”** means the ownership of at least more than fifty percent (50%) of the equity or beneficial interests of an entity, or the right to vote for or appoint the majority of the board of directors or other governing body of an entity, or the power to direct the management of an entity (the term controlled by or controlling shall have the corresponding meaning).

**“Closed Orders”** means requests, addressed from the Purchaser to the Seller in writing, by electronic means or otherwise, for the purchase of specified quantities of Products.

**“Defective Products”** means Products not complying with the Warranty of the Seller under Section 7.3(c).

**“Force Majeure”** has the meaning set forth under Section 13.

**“GTC”** means these general terms and conditions of Sale.

**“Open Orders”** means requests, addressed by the Purchaser to the Seller in writing, by electronic means or otherwise, concerning the purchase of the Products, providing general terms governing their supplies (e.g. part numbers, delivery terms, prices, etc.) without any initial determination of quantities of Products to be supplied, and which governs supplies of Products in accordance with Program Orders issued from time to time by the Purchaser.

**“Orders”** means Open Orders and/or Closed Orders.

**“Orders Acknowledgments”** means the documents released in any form whatsoever, by which the Seller confirms to the Purchaser its acceptance of Orders.

**“Products”** means parts, components or complex systems in plastic materials, with high technological contents, as well as electromechanical parts and

components, also equipped with electronic elements for water and fluids management for washing machines and other industrial applications, which are manufactured, sold and/or distributed by the Seller.

**“Party”** means any of the Purchaser, the Seller and or any of their respective Affiliates.

**“Program Orders”** means documents by which the Purchaser schedules deliveries of certain quantities of Products during a certain time period, by indicating certain delivery dates and defining binding quantities to be delivered and also, eventually, non-binding forecasted quantities for future supplies which are not binding for the Purchaser.

**“Purchaser”** means any entity or person issuing an Order for the purchase, or otherwise request the supply of Products, manufactured and/or sold by the Seller.

**“Seller”** means any entity among TP Reflex Italy, TP Reflex Poland, TP Reflex Turkey or their Affiliates supplying Products pursuant to a Supply Contract, as applicable.

**“Supply Contracts”** means the Orders executed by the Seller, any Order Acknowledgment and/or specific agreements for the supply of the Products entered into from time to time by the Purchaser and the Seller.

**“TP Reflex Italy”** means TP Reflex Group S.p.A., with registered office at Via Cesare Battisti 91, 21040, Venegono Superiore (VA) - Italy, VAT No. 00196620124.

**“TP Reflex Poland”** means TP Reflex Polska Sp. z o.o., with registered office at Ul. Przemysłowa, 11, 58-130 Zarow, Poland, VAT No. PL5252333844.

**“TP Reflex Turkey”** means TP Reflex Turkey Uretim Anonim Sirketi A.S., with registered office at Tuzla kimya sanaycileri osb melek aras Bulvari, 61, 34956 Istanbul, Turkey, VAT No. TK 8590598608.

**“Working Days”** means all days of a week except for Saturdays, Sundays and bank holidays at the registered offices of the Seller and of the Purchaser which are parties to a Supply Contract.

Terms as defined above, when used in singular shall have the corresponding meaning when used in plural.

## 2. OBJECT

2.1 These general terms and conditions of sale (“GTC”), set forth the terms and conditions pursuant to which the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the Products.

2.2 Unless otherwise expressly agreed in writing by the Supplier, the general terms and conditions of purchase or other standard contractual terms of the Purchaser shall not apply, even if reported or referred to in the Orders, or any other document relating to the purchase of the Products from the Seller.

2.3 The supplies of the Products to the Purchaser will be governed by these GTC, as eventually amended and integrated by any terms and conditions agreed in the Supply Contracts entered into from time to time by the Parties.

2.4 For avoidance of doubts, it is agreed and understood that in case of inconsistencies or contradictions, the provisions agreed under the Supply Contract shall prevail over those provided by these GTC.

2.5 These GTC, even if not undersigned but referred to in any Supply Contracts, shall constitute an integral and substantial part of the same Supply Contract and shall be fully valid and binding for the Parties.

## 3. ORDERS AND ORDERS ACCEPTANCE

3.1 Orders will be accepted by the Seller by means of Orders Acknowledgment or by means of delivery of Products to the Purchaser which are the object of the same Orders.

3.2 The Seller may reject any Order until the date of the relevant Orders Acknowledgments.

3.3 Unless otherwise expressly provided, any Orders will be fixed and binding for the Purchaser for twenty (20) Working Days from the date of its release and may not be revoked, nor terminated by the Purchaser until the expiration of that term.

## 4. DELIVERY

4.1 Unless otherwise agreed in the Supply Contract, deliveries shall be made FCA (Incoterms 2020) Seller’s manufacturing plant.

4.2 The Seller shall carry out its reasonable commercial efforts to meet the delivery dates agreed in the Supply Contracts and provide the quantities specified in the Orders. Delivery dates will be intended as merely approximative and they will not impose any obligation on the Seller, nor cause any liability for damages eventually claimed by the Purchaser. In case any missing quantities and/or any incorrect deliveries are attributable to an error of the Seller, the Seller shall complete the delivery and promptly provide any necessary replacements in a reasonable term.

4.3 The Purchaser shall check the Products upon their delivery and claim any evident defects (consisting in non-compliance with warranties under Section 7 or damages to their packaging) within five (5) Working Days.

## 5. PRICES

5.1 The prices of Products agreed in the Supply Contract shall apply. If prices are not provided in the Supply Contract, the prices indicated in official price lists of the Seller at the date of Orders Acknowledgments, or in absence of Orders Acknowledgments, at the date of delivery of Products to the Purchaser, shall apply.

5.2 In case of increases of prices of any raw materials, or semifinished goods in use for the manufacturing of the Products, or of energy, causing an increase of manufacturing costs of the Seller exceeding 10%, the Seller shall promptly inform the Purchaser and prices of Products will be adjusted accordingly.

## 6. INVOICES AND PAYMENTS

6.1 Seller will issue invoices for the sale of the Products upon or after the date of their delivery to the Purchaser even in case Purchaser fails to collect Products ready for delivery.

6.2 Unless otherwise agreed in the Supply Contract, payments shall be made upon the date of the invoices release.

6.3 In case of delays in payments by the Purchaser, the Seller will be entitled to suspend supplies of the Products.

## 7. WARRANTIES

7.1 The Seller represents and warrants that from the date of delivery to the Purchaser and for the following twelve (12) months, the Products manufactured and or assembled by the Seller:

- a) will comply with their technical specifications agreed with the Purchaser or, if not agreed, with their standard production specifications otherwise available to the public or the Purchaser; and
- b) shall be free from defects in materials and workmanship.

7.2 Any claim for the breach of the foregoing warranties shall be raised by the Purchaser within thirty (30) calendar days from the date of discovery of relevant defects. In such event, upon request of the Seller to be sent to the Purchaser within the following ten (10) Working Days, Purchaser shall deliver samples of Products claimed as defective to the Seller and let personnel of the Seller inspect all of them as defective within the following fifteen (15) Working Days.

7.3 Should the Seller fail to reject the claim within twenty (20) Working Days from the date of the notice of claim of the Purchaser or accept the claim, the Seller, at its own costs and expenses, shall:

- a) immediately rectify or repair, as applicable, the Defective Products, or
- b) promptly deliver replacement Products; or
- c) collect Products resulting in breach of the foregoing warranties (the “**Defective Products**”) and reimburse their price if already paid by the Purchaser or, if not, issue a credit note corresponding to their price for the deduction of the relevant amount from pending invoices.

7.4 In case Products are simply resold by the Seller and marked with a third-party manufacturer distinctive sign, the warranty applicable to the same Products will be only and solely that provided by their manufacturer.

7.5 The Purchaser acknowledges and agrees that, except for gross negligence or willful misconduct of the Seller, the foregoing under Sections 7.3 or 7.4, as applicable, will be the sole and exclusive remedy

available for the Purchaser in case of delivery of Defective Products. Any other remedy and/or actions against the Seller, including any recourse actions for damages paid by the Purchaser to final customers, is hereby irrevocably waived by the Purchaser.

## 8. SPARE PARTS

Unless otherwise expressly agreed in the Supply Contact, the Seller ensures delivery of spare parts of Products no longer under production as long as they are in stock.

## 9. EXPORT RESTRICTIONS

9.1 The Purchaser shall use Products in full compliance with any and all national laws, European Union Regulations and international conventions and treaties applicable to import/export transactions ratified by any of the member states of European Union, including, but not limited to (a) EU Regulation no. 821/2021 of the European Parliament and of the Council of 20 May 2021 establishing a Union export control regime of intermediation, technical assistance, transit and transfer of dual-use products and any subsequent amendments and integrations, (b) EU Regulation no. 2019/125 of the European Parliament and of the Council of 16 January 2019 relating to trade in certain goods which could be used for the death penalty, torture or other cruel, inhuman or degrading treatment or punishment, and any subsequent amendments and integrations, (c) EU Regulation no. 833/2014 of the Council of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as further amended from time to time. In particular, the Purchaser agrees on, and represents that, it shall not sell, directly or indirectly, any product sourced from the Seller or any of its Affiliates to customers located in, or for ultimate use in, the Russian Federation and/or Belarus, and in any case shall not take part in any activity for the direct or indirect resale of Seller's Products which may be considered as an infringement of article 12 of Regulation (EU) 833/2014 as further amended from time to time and of any other legislative disposition that prevents the exportation of goods, dual use goods included, towards the foregoing sanctioned countries in any jurisdiction or as an unlawful transaction with persons sanctioned by the European Union.

9.2 Upon request of the Seller, the Purchaser shall provide all data and information that the Seller under its unfettered discretion may deem fit to prove the full compliance of the Purchaser to the foregoing Section 9.1.

9.3 In case of breach by the Purchaser of any obligations set forth by the foregoing Section 9.1, the Purchaser shall keep the Seller and its Affiliates fully harmless and indemnified from any relevant liabilities.

## 10. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

If the Products and relevant packing delivered to the Purchaser bear the Seller's trademark, or any other trademark lawfully in use by the Seller, the Purchaser shall not remove and/or delete it from the Product and its packaging. The Purchaser acknowledges and agrees that it does not hold any right on the Seller's trademarks and on the technical and business information connected with the design, manufacture and/or sale of the Products made available to it by the Seller, including but not limited to drawings, catalogs, technical or business documents. The Purchaser shall not use any trademarks or distinctive signs capable of generating confusion with the trademarks and distinctive signs in use by the Seller.

## 11. CONFIDENTIALITY

11.1 Each Party (the "**Receiving Party**") shall use all information received or made accessible by the other Party (the "**Disclosing Party**") during the negotiations of and for all the term of the Supply Contract as secret and confidential and, therefore shall not disclose, nor make accessible, directly or indirectly, the same information to any third party without the prior express consent of the Disclosing Party, irrespective that such information is protected or not by any intellectual property rights, marked or not by the term "Confidential", either when received verbally or in writing, or by any electronic means, including, by way of example, but not limited to technical and commercial *know-how* of the Disclosing Party, information concerning any invention, product, formula, method, technique, component, development, application or any data concerning products, equipment, materials, tools, systems and industrial secrets, research and development activities, reports, laboratory analysis,

software programs, drawings and technologies, as well as contractual terms and conditions applied by the Disclosing Party to its own customers and suppliers, customers lists, pricing agreements/lists and other information of an economic, financial or commercial nature (the "**Confidential Information**"). Confidential Information shall be used by the Receiving Party solely and exclusively for the purpose of the Supply Contract.

11.2 The confidentiality obligations under Section 11.1 above shall not apply to information that:

- a) was already known by the Receiving Party at the date of its disclosure by the Disclosing Party or any of its Affiliates;
- b) is in the public domain due to a fact not attributable directly or indirectly to the Receiving Party or any of its Affiliates;
- c) is disclosed by a third party not breaching any contractual or legal confidentiality obligation.

11.3 The Receiving Party may disclose the Confidential Information to its sub-contractors or its Affiliates provided that the same information is necessary for the execution of the Supply Contract and that the same sub-contractors or Affiliates are bound to the same confidentiality obligations of the Receiving Party as set forth by these GTC or by a specific confidentiality agreement entered into by the Parties, it being in any case agreed and understood that Receiving Party will be liable vis-à-vis the Disclosing Party for any breach of confidentiality obligations by the aforesaid sub-contractors or Affiliates.

11.4 The confidentiality obligations set forth under this Section 11 will come into force upon the date of effectiveness of the Supply Contract and shall remain in force even after the date of its termination or expiration for any reason whatsoever until it becomes of public knowledge for reasons not attributable to the Receiving Party, its sub-contractors and Affiliates to which it was disclosed.

11.5 This Section 11 shall not affect the validity of any confidentiality or non-disclosure agreement eventually entered by the Parties.

## 12. TERMINATION AND WITHDRAWAL

12.1 The Seller will be entitled to immediately terminate in whole or in part the Supply Contract, a

single Order or a Program Order by means of written notice to the Purchaser in case of breach by the Purchaser of any of its obligations set forth by the following Sections: 9.1 (Export Restrictions - Compliance), 9.2 (Export Restrictions - Information), 9.3 (Export Restrictions - Hold Harmless Obligations), 10 (Intellectual and Industrial Property Rights on Products and their Packaging), 11 (Confidentiality), 14 (Personal Data Processing) and 16.3 (Compliance with Code of Ethics).

12.2 In case upon request of the Seller notified by a notice of claim to the Purchaser, the latter fails to cure a contractual breach within a reasonable term indicated in the same notice of claim, which shall not be less than fifteen (15) calendar days, the Seller may immediately terminate in whole or in part the Supply Contract, a single Order or a Program Order by means of written notice to the Supplier.

12.3 The Seller will be entitled to immediately withdraw from the Supply Contract, as applicable, without any responsibility or liability by means of written notice to the Purchaser in case of: (a) liquidation or opening of any bankruptcy proceedings concerning the Purchaser; or (b) in case of the sale of Purchaser's business concern in whole or in part, or of a change in its corporate Control, which has not been previously communicated to the Purchaser and accepted in writing by the latter, or (c) in the event of Force Majeure (as defined below) lasting more than sixty (60) calendar days in a three (3) months period.

12.4 In the event that the duration of a Supply Contract is not agreed by the Parties, except in case of Closed Orders, the Contract shall be considered as an open-ended contract and the Seller may withdraw from the Supply Contract without cause at any time by means of a written notice to be sent to the Supplier at least fifteen (15) Working Days in advance, without liability vis-à-vis the Purchaser.

### 13. FORCE MAJEURE

13.1 Each Party shall not be responsible for any suspension and/or interruption of its contractual obligations, when non-performance is excused if the same Party proves that the non-performance was due to an impediment beyond its reasonable control and that it could not reasonably be expected at the time of the conclusion or performance of the Supply

Contract or of a single Order, nor could be avoided or overcome it or its consequences, including, by way of example, orders due to applicable laws, or provided by national or foreign government or public authorities, national strikes, acts of war, natural disasters, and any other event beyond its reasonable control (the "**Force Majeure**").

13.2 The Party that is prevented to fulfill its obligations due to Force Majeure shall promptly inform the other Party by means of written notice, indicating the nature of the event, its consequences, its foreseeable duration and reasonable evidence of its occurrence. The same Party shall cooperate in good faith with the other to minimize as far as reasonably possible the prejudicial consequences of Force Majeure.

### 14. PERSONAL DATA PROCESSING

14.1 Each Party shall process all personal data received from the other Party in accordance with EU Regulation 2016/679 ("**GDPR**") and any other laws or regulations for the protection of personal data that is applicable in their respective jurisdictions, acting as data controller. In this regard, the Purchaser shall ensure that its personnel, if so requested by the Seller, sign any notices or other documents that allow the processing of the relevant personal data by the Seller in accordance with applicable legal requirements.

14.2 With regard to the Seller, the Data Controller is the Seller with domicile at its registered office.

14.3 The Purchaser shall inform all members of its personnel dedicated to the execution of the Supply Contracts that, as data subjects, in relation to the processing of their data by the Seller, they may at any time exercise their rights provided for by the GDPR under articles: 15 (Right of Access by the data subjects), 16 (right to rectification), 17 (right to erasure), 18 (right to restriction of processing), 19 (right to receive notifications in case of rectification or erasure of personal data or restriction of processing), 20 (right to portability), 21 (right to object) and 22 (right not to be subjected to decisions based solely automated processing, including profiling) by writing to: [ammin.TPRG.spa@certimprese.it](mailto:ammin.TPRG.spa@certimprese.it) or in accordance with Section 15 below.

### 15. NOTICES



Unless otherwise expressly agreed therewith, any communication made in accordance with the Supply Contract shall be made by each Party, as applicable, by email, courier or registered mail with return receipt, and addressed to the registered office of the other Party.

## 16. FINAL PROVISIONS

16.1 The Purchaser shall perform the Supply Contract in accordance with all applicable laws, regulatory standards and/or public authority orders and, in particular, it shall not breach any rules concerning environment, anti-money laundering, bribery, privacy, employment, social security, conditions and working hours, protection against child labour, subcontracting and health and safety at work place.

16.2 When the Seller is TP Reflex Italy, the Purchaser represents to be aware of and to accept the contents of the Italian Legislative Decree no. 231/01, as further updated and amended, on the criminal and administrative liability of corporate entities, and to have not committed any of the criminal offences mentioned in such decree as well as agrees to act in accordance with requirements set forth by the same decree.

16.3 In all cases the Purchaser shall perform the Supply Contract in full compliance with the Code of Ethics available at the following web address <https://www.tpreflexgroup.com/it/who-we-are.aspx#codethic>, which the Purchaser represents to have read, understood and accepted.

16.4 No waiver by either Party of any claim or objection against a breach of the Supply Contracts shall be considered a waiver to objections to any subsequent breach or of any other provision of the same Supply Contract.

16.5 In the event that any provision of the Supply Contract or of these GTC should become invalid due to, by way of example, change of legislation, only the said provision shall be considered invalid while the remaining provisions shall remain in force. In such case, the Parties shall immediately agree a new contractual provision that replaces the invalid one and, as far as it is possible, ensures through its contents equivalent or similar results reflecting their original common intent.

16.6 Any amendment to these GTC shall be made in writing and signed by authorized representatives of both Parties.

## 17. GOVERNING LAWS

Unless otherwise agreed in the Supply Contract:

- a) when the Seller is TP Reflex Italy, the Supply Contract including these GTC will be governed by the laws of Italy;
- b) when the Seller is TP Reflex Poland, the Supply Contract including these GTC will be governed by the laws of Poland;
- c) when the Seller is TP Reflex Turkey, the Supply Contract including these GTC will be governed by the laws of Turkey.

## 18. EXCLUSIVE JURISDICTIONS

Unless otherwise agreed in the Supply Contract:

- a) when the Seller is TP Reflex Italy, for any dispute arising out of, or in connection with, the Supply Contract, including these GTC, the Courts of Varese (VA), Italy shall have the exclusive jurisdiction;
- b) when the Seller is TP Reflex Poland for any dispute arising out of, or in connection with, the Supply Contract including these GTC, the Courts of Wroclaw, Poland shall have the exclusive jurisdiction;
- c) when the Seller is TP Reflex Turkey, for any dispute arising out of, or in connection with, the Supply Contract, including these GTC, the Courts of İstanbul Anatolian Side, Turkey shall have the exclusive jurisdiction.

In case the Seller is TP Reflex Italy, pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Purchaser represents of being aware of and to agree with the contents of the following Sections: 3.3 (limitation to contractual freedom), 4.2 (limitation of liability), 4.3 (statute of limitation), 7.2 (statute of limitation), 7.5 (limitation to objections), 12.1, 12.2, 12.3 and 12.4 (termination), 18 (exclusive jurisdiction)