



GENERAL TERMS AND CONDITIONS OF PURCHASE of KETER Italia S.p.A.

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1. VALIDITY OF THE GENERAL CONDITIONS OF PURCHASE

- 1.1. These general conditions of purchase (hereinafter “General Conditions” or “General Conditions of Purchase”) regulate how purchase contracts are finalised and executed (hereinafter singly “Contract”) between KETER Italia S.p.A. (hereinafter “Company”) and the supplier (hereinafter “Supplier”) - hereinafter jointly the “Parties” – and formalised by emission of Purchase Orders (hereinafter “Order/s”) of which they will be an integral part.
- 1.2. These General Conditions apply to the purchase of Products and/or the supply of Services by and/or for the Company (hereinafter, respectively, “the Products and/or “the Services”).
- 1.3. If the Parties have signed a specific agreement and/or contract for the supply of Products and/or of Services, these General Conditions shall only apply for the aspects not regulated by the specific agreement and/or contract.
- 1.4. These General Conditions shall prevail over any other contracts and/or General or Special conditions of sale proposed by the Supplier and not specifically accepted in writing by the Company. Acceptance of these General Conditions and Special Conditions of Purchase reported in the Order (hereinafter “Special Conditions” or “Special Conditions of Purchase”) are a condition needed to finalise the Contract.
- 1.5. Acceptance of the purchase Order or its execution by the Supplier constitute acceptance for all purposes of these General Conditions of Purchase and of the Special Conditions of Purchase.
- 1.6. Without prejudice to what is established above and what is set forth in paragraph 2.2, the Contract is considered as finalised when the Company receives the confirmation or acceptance of the Order from the Supplier even through its execution. If there should be any conflict or incompatibility between these General Conditions and the Special Conditions reported in the Order and in any contractual annexes to the Order, the Special Conditions shall prevail over the former.
- 1.7. These Conditions even apply when they are not specifically referred to in the Order and/or signed in the Order confirmation. They are published for the purpose on the website <https://global.keter.com/it-it>.
- 1.8. These General Conditions shall be effective until expressly revoked by the Company or replaced by new conditions.

2. PURPOSE OF THE SUPPLY

- 2.1. These General Conditions of Purchase contain the contractual conditions for the supply of Products and/or Services by the Supplier and are an integral part of the Order.
- 2.2. The Order will be issued electronically and will be considered as accepted by the Supplier by sending the relative Order confirmation by e-mail or by acceptance, even for facts finalised by the simple start of executing the Order, regulated by these General Conditions. Unless the Company should receive information to the contrary within 48 (forty-eight) hours of sending it, the Order will be considered as accepted for all purposes by the Supplier and confirmed.
- 2.3. In particular, the Order defines
 - the Products and/or Services to be supplied and the relative documents of reference (merely as an example: drawings, supply specifications, technical specifications, catalogues, control, audit and testing provisions) containing the technical characteristics of the Products and/or Services, the labelling and packaging requirements, methods of control and testing in the factory and Product acceptance controls (hereinafter as a whole “Specifications”).
 - the prices agreed by Company and Supplier;
 - the delivery dates;
 - the Services and/or Product quantities to be supplied for each type with the same delivery date (hereinafter “Batch”);
 - the destinations the Products must be delivered and/or the Services supplied to;
 - the terms and conditions of payment;
 - the documents certifying that the Products and/or Services meet the requested requirements.

Keter Italia S.p.A.

Sede legale e stabilimento: Via Ing. G. Taliercio 2 - 31024 Roncadelle di Ormelle (TV) - Italia · Tel. +39 0422 745900 · Fax +39 0422 745929

Stabilimento: Via Marche 12, Z.I. Sud - 31045 Motta di Livenza (TV) - Italia · Tel. +39 0422 867711 · Fax +39 0422 765407

E- mail: info.it@keter.com · **PEC:** abmitalia@legalmail.it

C.F./R.I. 09090250961 – P.IVA/V.A.T IT09090250961 – R.E.A. TV-374728 - Cap. Soc. € 10.007.000,00 i.v.

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2.4. The Company can issue so-called “Open” Orders. An Open Order is one which fixes the type of product and its unit price, and indicates the total product quantities to be purchased by the Company in the period of time specifically agreed by the Supplier and the Company. For those Orders, supplies will take place several times before the expiry date of the period agreed in the Open Order and until the total quantities ordered have progressively been reached. Periodical delivery of the quantities required until the total has been reached will be based on deadlines indicated in the periodical communications e-mailed to the Supplier by the Company.

2.5. For some “Open” Orders, the supply delivery dates will be managed “By Reminder” through specific communications exchanged by e-mail between Company and Supplier who strictly undertakes to respect the delivery times indicated each time, unless agreed otherwise by the Parties. What is set forth in point 8.2 of these General Conditions shall apply for the delivery of those supplies.

3. OBLIGATIONS OF THE SUPPLIER

3.1. On accepting or confirming the Order, the Supplier undertakes to:

- supply the Products and/or Services ordered in compliance with laws in force, under Contract Specifications and the requirements specified in documents referred to in the Order itself and at the General Conditions, exempt from defects or flaws of any kind, implemented and performed in a workmanlike manner, perfectly operational and suited to their intended use;
- comply with the Specifications received and, if not able to do so on any grounds, notify the Company immediately. On the contrary, the Supplier will be fully responsible pursuant to art. 14 of these General Conditions;
- supply the Products and/or Services in the quantities required, and in the times and places established in the Order. If the Supplier should not be able to respect the delivery date set, without prejudice to the art. 12, they shall promptly notify the Company of that delay in writing, in any case with at least 2 (two) working days’ notice compared to the delivery date established; without prejudice to cases where that is not possible for proven reasons which must be notified to the Company. If there should be no notification without a proven reason, the Supplier shall be held responsible for any costs borne by the Company
- issue all the documents requested in the Order certifying that the Products and/or Services respond to the requirements specified in the Order, duly signed by authorised Supplier personnel. In particular, if specifically required by the Company and in all cases in which it is provided for by law, the Supplier shall issue for each Batch and to accompany the Products, a "declaration of conformity" and, where applicable and/or requested in the Order, the “test report” both drawn up as prescribed in applicable regulations. Such documents, duly filled in and signed as described above, must certify that the Products supplied comply fully with Specifications in the Order and its annexes, as well as legal and technical provisions in force;
- pack the Products in compliance with the packing Specifications received; in any case, in a way that avoids any damage to them and, unless specified otherwise in the Order, pay the packaging expenses and any costs resulting from imperfect and/or inadequate packaging;
- indicate the information requested in the Specifications on the packaging;
- provide all the services needed, useful and/or required to execute the supply in a workmanlike manner;
- guarantee the access, control of their structures and the quality assurance system to the personnel of the Company or the latter’s Client or Customer.

3.2. The Supplier also undertakes to effectively co-operate not only with the Company but also with third parties indicated by the latter with specific reference to its Customers, for which the Products are intended (hereinafter “Customers” or “Customer” singly), providing the documents and/or all the information related to the Products and/or Services that could be needed or useful for the best execution and durability of the project in question.

4. UPDATING OF PRODUCTS AND/OR SERVICES BEING EXECUTED

4.1. During the Contract validity period, the Company reserves the right to make changes to the Products and/or Services being performed that the latter and/or the Customer should deem necessary. In that case, the Supplier undertakes to make technical and/or functional changes to the services not yet performed; without prejudice to its right to payment for any higher costs objectively sustained and duly documented.

5. ACCESS AND AUDITS DURING EXECUTION AND TESTING

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5.1. Unless agreed otherwise in writing by the Parties, the Supplier is obliged to carry out the testing provided for by law and/or established in the Order, and to fill in all documents providing objective proof of the tests carried out and the results obtained.

5.2. Unless agreed otherwise in writing by the Parties, the Supplier undertakes to file and make that testing documentation available to the Company at any time, for a period of at least 5 (five) years after the guarantee period expires, pursuant to art. 14 of this General Conditions.

5.3. The Company reserves the right to carry out controls and audits in the Supplier's facility, with its own personnel or that of its Customer, with prior notification to the Supplier.

5.4. Any controls and/or audits conducted during processing and/or participation at the execution of testing in the factory do not imply acceptance of the Products and/or Services by the Company.

6. ACCEPTANCE OF THE SUPPLY OF PRODUCTS

6.1. Acceptance by the Company of the Products supplied is conditioned by delivery of the Batch and the positive results of all the following stages:

- controls in the receiving stage;
- any laboratory tests and/or testing.

Under those conditions, acceptance of the Products is considered as performed under Contract terms and, unless agreed otherwise in writing, the terms of payment start from that acceptance date.

6.2. Control of the supply at the time of receipt

In the receiving stage, Company personnel will perform preliminary controls on the Product, in particular:

- preliminary controls of documents to ascertain that the transport document is complete and consistent, and of documents certifying Product conformity with Order Specifications. At the request of the Company, the Supplier undertakes to provide those transport documents in digital format and/or with predefined, agreed documents;
- preliminary visual controls for what concerns:
 - material conformity with preset requirements;
 - integrity of Product packaging;
 - correspondence of labelling on packaging and packing with Specifications;
 - correspondence of quantities and type of Product supplied with the Order.

6.3. The Supplier guarantees that the quantity of Products delivered matches the quantity established in the supply Batch indicated in the Order. The quantitative data identified at the time of control by the Company will be considered as conclusive and final for the Products delivered. If the Product quantities should not comply with the quantity agreed, the Company may, at its choice, without prejudice to any further contractual and legal remedy:

- accept the quantities effectively delivered and make, to the same extent, compensation changes on the quantities of any further Batches;
- ask the Supplier to withdraw the quantity of Products exceeding the order at its own expense, charging the latter for any storage costs if it should not do so immediately, with the right to send them back directly at the Supplier's expense and risk;
- ask the Supplier to send any missing Product quantities immediately, in any case charging the latter for all costs, expenses and damages resulting from the Supplier non-compliance, including any penalties and/or compensation for damages that it could be obliged to pay its Customers;
- refuse to receive the incomplete Batch and for the Contract to be terminated, under the Supplier's liability; the latter will withdraw the Products at its own expense and risk, without prejudice to the right of the Company to charge the Supplier for all costs, expenses and damages resulting from the Supplier non-compliance, including any penalties and/or compensation for damages that it could be obliged to pay its Customers.

6.4. Laboratory Tests.

Without prejudice to what is set forth in Art. 5 above, the Company reserves the right to request in the Order that the Products being supplied be subjected to laboratory tests before being accepted, in the Supplier's offices or in the Company's or third-party laboratories, in order to check that they correspond to the requirements specified in the Order. Those laboratory tests will be reported in the regulatory documents of each Product and annexed to the Contract. They will be conducted on samples (of a suitable number as agreed by the Parties and/or provided for in applicable regulations) taken from the Batches or on prototypes.

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Without prejudice to any other written agreement, in that case the Supplier will be obliged to make the samples to be subjected to laboratory tests in the same number established in the Order available to the Company at its own expense, together with the Product quantity ordered.

The costs sustained to conduct the tests, by certified third party laboratories or the laboratory in the Company or of the Supplier, shall be the liability of the Supplier.

7. ASSESSMENT OF THE SUPPLIER'S PERFORMANCE

7.1. The Company assesses the performance of the Suppliers of Products and/or Services based on compliance with delivery times and the loading/unloading slots assigned.

7.2. The Company assesses the performance of the Suppliers of raw materials and semi-finished products by assigning an index with 4 indicators for respectively: the Supplier Qualification Level, calculated with the ratio between number of non-conformities and number of transport documents processed during a preset period of time; the ratio between the cost of non-conformities resulting from the Supplier and the turnover generated with the Company; the system certifications obtained by each Supplier; the internal assessment of the first three indicators considering the other fundamental criteria such as Supplier reliability, delivery precision, speed of interaction with the Company.

7.3. 3 Supplier classes are identified from the sum of these four indicators: A, B and C.

7.4. The Company reserves the right to conduct audits of all class C Suppliers to analyse the various problems with them in order to improve the Supplier's overall assessment.

7.5. The assessment system of the Supplier of raw materials and semi-finished products described above is formalised in a procedure, made available for the Supplier to consult.

8. DELIVERY

8.1. Terms and methods

The delivery term indicated in the Order is mandatory and essential in the interest of Keter. As an exception to art. 1457 of the Italian Civil Code, the Contract will not be considered as terminated until the Company sends a written notification in which it declares it intends to terminate; until that moment, the Supplier is obliged to execute the Order.

Any changes to the delivery terms agreed are not authorised unless they are agreed in writing in advance with the Company. Delivery of Products must be to the destination indicated in the Order, unless specified otherwise and under the terms specified in Art. 6.2 above.

8.2. Deliveries for "By Reminder" Orders

When delivering Products and/or Services for "By Reminder" Orders, The Supplier is aware that the change of 1 (one) day early, compared to the delivery date indicated by the Company, is in line with the physiological changes in planning. The Supplier therefore accepts and undertakes to consider those changes when planning its activities and consequently in deliveries requested by the Company.

8.3. Transport and Insurance

Unless specified otherwise in the Order, all the risks and costs related to transport of the Products are the Supplier's liability until they are delivered to the places indicated by the Company.

9. TRANSFER OF RISKS AND OWNERSHIP

9.1. Ownership of the Products supplied and risks related to them are only transferred when they are accepted pursuant to Art. 6 above.

10. SUSPENSION

10.1. If the Company cannot, for grounds not attributable to it or dependent on its Customer, receive all or part of the Products and/or Services in the Order, it may postpone delivery of the Products and/or supply of the Services for a period of no longer than 120 (one hundred and twenty) days; without this giving the Supplier any right to request payment of other expenses or costs or any other fee on any grounds.

11. PRICES

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11.1. The prices indicated in the Order are fixed and may not be changed for the entire duration of the Contract. Any change in prices in the Contract duration period must be agreed in advance in writing by the Parties. Unless specified otherwise in the Order, the prices shall be considered as inclusive of, merely as an example:

- expenses of any kind and type resulting from execution in a workmanlike manner of the supply ordered;
- packaging costs;
- transport and insurance costs;
- costs for the audits, testing and laboratory tests, if planned.

12. LATE COMPLIANCE

12.1. With a late supply of the Services and/or late delivery, fully or partially, of the Product ordered compared to terms in the Contract, the Company hereto reserves the right to charge the Supplier, as compensation for damages, all the costs sustained because of that delay, including any penalties and/or compensation for damages that the former should have to pay its Customers and/or third parties.

12.2. If the delay should exceed 10 (ten) working days, the Contract may be terminated pursuant to art. 1456 of the Italian Civil Code, by written notification from the Company; without prejudice to the right of the Company to obtain compensation for damages from the Supplier, including any penalties and/or compensation for damages it could have to pay its Customers and/or third parties.

13. TERMINATION

13.1. The Supplier shall be responsible for the non-compliance with any one of these General Conditions, or any of the Special Conditions included in the Order, unless it can prove that the non-compliance can in no way be attributed to it.

13.2. Without prejudice to the other termination hypotheses set forth in the General Conditions and/or in the Order or Contract, pursuant to and for the purposes of art. 1456 Italian Civil Code the Company may terminate the Order/Contract by a single written notification to the Supplier, without prejudice to the Company's right to compensation for damages:

- a. if the Supplier should be subjected to bankruptcy, agreement with creditors, controlled administration, be placed in liquidation or, in any case, its capital conditions had become such as not to be sufficiently reliable for completion of its obligations;
- b. with the transfer of the company or a company branch involved in the services that the Supplier has to supply pursuant to the Contract;
- c. with a change in ownership or corporate control of the Supplier;
- d. with a delay exceeding the term indicated in Art.12 above;
- e. with a Product non-conformity, exceeding 3 (three) times on an annual basis;
- f. with the transfer or assignment to third parties of all or a part of the obligations established in Contract without the prior written authorisation of the Company;
- g. in a Supplier non-compliance with its contractual obligations that has not been remedied by the obligatory term assigned, fixed by the Company as as short as possible related to the type of obligation and the essential interests of the Company itself;
- h. in any non-compliance with obligations related to intellectual property rights and confidentiality pursuant to Arts. 18 and 19 below;
- i. in a breach of Legislative Decree 231/2001 pursuant to Art. 23 below.

14. WARRANTY

14.1. The Supplier undertakes to supply the Products in compliance with the Specifications and regulations required in the Order and free of flaws and/or defects of any type for a period of 2 (two) years from the acceptance date, unless another period should be established in the Contract. The Supplier also guarantees that the Products comply with laws in force, licence and registration requirements in force in Italy and in the place of delivery (if not Italy) and/or in other territories indicated by the Company, and all the directives and regulations in force in the European Union.

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14.2. Without prejudice to the above, the Supplier in any case also guarantees the correct functioning of each Product for a period of 2 (two) years from the acceptance date of the corresponding Batch, unless another period should be established in the Order.

14.3. If even one of the above obligations should not be met, the Supplier shall have the obligation to promptly, at its own expense, at a simple request from the Company, immediately repair and/or replace the Products with flaws and/or defects or not perfectly operational, without prejudice, in any case, to the Company's right to alternatively request termination of the Contract or a reduction in the price; without prejudice to compensation for all damages suffered, including any penalties and/or compensation for damages that it has to pay its Customers. For anything reconstructed, replaced or repaired, those guarantees shall be considered as renewed for the same acceptance period of the reconstruction, replacement or repair. It is understood that if the Products supplied should be assembled by the Company on more complex products, the Supplier shall be obliged to, within terms set by the Company, to repair or replace flawed, defective or not perfectly functional Products on the Company premises, and to refund costs and expenses sustained by the Company to reprocess them.

14.4. If the Supplier should not comply by the term indicated by the Company, the latter may eliminate flaws, deformities and/or malfunctioning directly at the expense of the Supplier or declare the Contract terminated to the disadvantage of the Supplier itself; without prejudice to the right of the Company to compensation for all damages suffered, including any penalties and/or compensation for damages it should have to pay to its Customers.

14.5. If deemed necessary at the discretion of the Company related to the type and kind of flaws, defects and/or malfunctioning detected on one or more Products of the same Batch, the Supplier must also, following a written request from the Company and within the terms set by the latter, replace all the Products in the Batch itself at its own expense. Alternatively, the Company may request termination of the Contract to the disadvantage of the Supplier itself, or a reduction of the price, without prejudice to the Company's right to compensation for damages. The Company hereto reserves the right to charge the Supplier, as compensation for damages, all the costs sustained to manage the non-conformities, including any penalties and/or compensation for damages that it could be obliged to pay its Customers and/or third parties.

14.6. The Supplier undertakes to supply the Services in the Contract in a workmanlike manner. Articles 1667 and 1668 of the Italian Civil Code (supply contract) or art. 2226 of the Italian Civil Code (works contract) shall apply, based on the qualification of the contract.

15. COMPLAINTS FROM CUSTOMERS AND THIRD PARTIES

15.1. In compliance with what is set forth in arts. from 114 to 127 of Legislative Decree no. 206 of 6 September 2005, as amended, and regulations related to manufacturer liability applicable each time, the Supplier shall be responsible and shall hold the Company harmless of any claim for compensation from its Customers or third parties related to damages of any kind to people and property, due to flaws or defects or non-conformities of the Products supplied, as well as costs and expenses, including legal expenses and costs for voluntarily or obligatorily recalling the Products.

16. SUPPLIER'S RESPONSIBILITIES

16.1. The Supplier shall be responsible for holding the Company, as well as its directors, managers, employees and collaborators, harmless of any misdemeanour/offence attributable to it based on regulations in force, in particular those on preventing accidents, social insurance, environmental protection, tax and duties that could be ascertained during or related to execution of the supply ordered.

16.2. The Supplier undertakes to relieve and hold the Company, as well as its directors, managers, employees and collaborators, harmless of any claimed breach of industrial or intellectual property rights that third parties could bring against the Company, as well as its directors, managers, employees and collaborators, or against its Customers or those entitled, for use of the Products and/or Services, sustaining and refunding any cost or expense, even legal and any further resulting damage.

17. PROHIBITION TO TRANSFER THE CONTRACT – SUB-SUPPLIERS

17.1. The Supplier is forbidden to transfer the Contract in full or partially without the prior written permission of the Company.

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17.2. The Supplier may not use sub-suppliers without the prior written permission of the Company. It shall notify the latter in writing of the Product quantities and types or processes that it intends to assign to sub-suppliers.

17.3. The Supplier shall remain responsible towards the Company for the work of its sub-suppliers, even if authorised; responding for any non-compliance or damage due to deeds or omissions attributable to the sub-suppliers themselves.

17.4. The Supplier undertakes to indemnify and hold harmless the Company, as well as its directors, managers, employees and collaborators, from any claim that said sub-suppliers may bring against the Company and/or its directors, managers, employees and collaborators or the Customers or their assignees, arranging to support and reimburse any eventual costs or expenses, including legal ones, and any further consequential damages.

18. INTELLECTUAL AND INDUSTRIAL PROPERTY

18.1. The Supplier acknowledges that the specifications, drawings, tables and any other technical specification, as well as moulds, equipment, instruments, devices, samples and any other material that the Company should deliver for the supply purpose of the Contract, are and remain the sole property of the Company and are the latter's sole intellectual and industrial property.

18.2. The Supplier undertakes not to use the above except in relation to the Order. In particular, merely as an example, it undertakes to:

- a. not copy and reproduce them except it that should be needed to perform the Contract;
- b. not to use them for productions that are not set forth in the Contract or on behalf of third parties;
- c. not to transmit them, disclose them to third parties, or allow third parties to gain knowledge of them, unless that should be needed to perform the Contract. In that case, it must obtain the prior written permission of the Company, and shall guarantee the Company that said third parties comply with these obligations.

18.3. The Supplier undertakes to preserve the material indicated above (as well as the copies and reproductions possibly executed to perform the Contract) in a good state of repair, taking all responsibility connected to holding it, even in a case of loss or theft, and to return it to the Company in good condition once any use has ended. The breach of Supplier obligations pursuant to this article shall give the Company the right to terminate the Contract and the pending Orders in progress to the disadvantage of the Supplier pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages.

19. CONFIDENTIALITY

19.1. Without prejudice to what was said above, the Supplier undertakes not to disclose information, data, projects, technical documents and similar (hereinafter "Information") provided by the Company to third parties, without the Company's prior written permission, and to use the Information solely to execute the Contract.

19.2. The Supplier also undertakes not to make or to allow others to make, copies, extracts, notes or processes of any deed or document containing the Information.

19.3. The Supplier declares and specifically guarantees that the Information will only be communicated to personnel needing to know it in order to implement the Contract, and specifically guarantees that those subjects will strictly and scrupulously comply with the confidentiality obligations in this article, taking all responsibility for any breach.

19.4. Even after activities and the Contract have terminated, the Supplier will not be explicitly or implicitly authorised to use the Information in any way, nor any product, material, technology implemented to execute the Order, except for any pre-existing Supplier intellectual property rights existing on the date of the order.

19.5. At a Company request and, in any case when the Contract ceases, the Supplier undertakes to return all copies and documents containing the Information or to destroy said Information confirming it has been destroyed.

19.6. The confidentiality obligations in this article shall remain in force, unless otherwise agreed in writing, for 5 years after the Contract has terminated.

20. TRANSFER OF CREDIT AND BANK ADVANCES

20.1. The transfer of credit is only permitted in the without recourse mode and solely with specific written permission from the Company, included in advance in the Order.

20.2. Use of several transferees at the same time is not permitted.

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20.3. Any credit transfers with transferees not authorised in the Order shall be considered as ineffective and null for all purposes, even with notification. The consequences of non-compliance with that prohibition shall be entirely the transferring Supplier's liability and could cause the Order to be terminated. Transactions with Credit Institutions in order to acquire financial trade credit advances will only be acknowledged if notified promptly to the Company, solely by the Supplier as the legitimate owner of the credit. Communications for that purpose sent by the Credit Institutions where the transaction took place shall not be considered. For those advances, even if not specifically requested, the Supplier is obliged to present a copy of the Contract to the Institution where it intends to apply for financing so that the latter acknowledges the prohibitions and rules indicated therein.

21. BANK SUPPORT OR DOMICILIATION

21.1. Without prejudice to what is Set forth in Law 136/2010 pursuant to which the Supplier must provide its bank details each time for the traceability of financial flows, in all the other cases the Supplier undertakes to notify the Company, in a specific form prepared and made available by the Company, filled in and signed by the Supplier, a single bank or domiciliation for payment, to be specifically qualified as such in the notification to be sent at least 20 (twenty) days before the payment expires, and clearly indicate the IBAN code to which the payment must be made.

22. WITHDRAWAL

22.1. In a written notification, the Company may withdraw from the Contract if execution has not yet started; without the Supplier being able to submit any claim on any grounds for the Order itself not being executed.

22.2. The Company may also withdraw from the Order, with at least 20 (twenty) days written notice, if the Order is already being executed, by paying the Supplier for that share of Products and/or Services correctly supplied and/or executed at that date as well as the expenses duly documented sustained in good faith by the Supplier at the date of withdrawal. Specifically excluding any other fee, refund, indemnity or compensation for any purpose, even loss of earnings, for the incomplete execution of the Order.

23. LEGISLATIVE DECREE NO. 231/2001

23.1. When conducting its business and managing internal relations the Company refers to principles and rules contained in its own Code of Ethics, to be consulted on the website <https://global.keter.com/it-it>. The Supplier undertakes to work pursuant to these General Conditions consistent with those principles and rules in its resulting relations with the Company.

23.2. On accepting these General Conditions, the Supplier undertakes not to commit any of the offences set forth by Legislative Decree 231/01 of which it declares to know its contents.

23.3. The Supplier also acknowledges that the Company has adopted an Organisation and Management Model pursuant to art. 6 of Legislative Decree 231/01. For that purpose, the Company has appointed its Supervisory Body to supervise the capacity of the aforementioned Model to prevent offences pursuant to Legislative Decree 231/01 being committed.

23.4. The Supplier undertakes to notify the Company's Supervisory Body, even unofficially, about any potential offence set forth in the Decree in question being committed.

23.5. The Supplier committing one or more of the offences indicated in Legislative Decree 231/01 shall imply a serious non-compliance with the obligations in these General Conditions and shall give the Company the right to declare all Orders in progress as terminated pursuant to and for the purposes of Art.1456 of the Italian Civil Code, without prejudice to compensation for any resulting damage.

24. ADHESION TO ETHICAL REQUIREMENTS AND QUALITY POLICY

24.1. The Supplier undertakes to comply with and make sure others comply with, in its working environment and along the supply chain, the following principles and laws in force regulating the following aspects:

- not to use or sustain use of child labour;
- not to favour or sustain "forced or obliged labour" through constraints or threats, even psychological;
- to guarantee a safe, healthy working environment, preventing accidents in the workplace and occupational diseases;
- to respect the rights of workers to join Trade Unions and collective labour agreements;

Keter Italia S.p.A.

Sede legale e stabilimento: Via Ing. G. Taliercio 2 - 31024 Roncadelle di Ormelle (TV) - Italia · Tel. +39 0422 745900 · Fax +39 0422 745929

Stabilimento: Via Marche 12, Z.I. Sud - 31045 Motta di Livenza (TV) - Italia · Tel. +39 0422 867711 · Fax +39 0422 765407

E- mail: info.it@keter.com · **PEC:** abmitalia@legalmail.it

C.F./R.I. 09090250961 – P.IVA/V.A.T IT09090250961 – R.E.A. TV-374728 - Cap. Soc. € 10.007.000,00 i.v.

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- not to make any kind of discrimination by race, sex, religion, etc.;
- not to use or sustain disciplinary practices such as corporate punishment, physical or mental coercion, verbal abuse;
- to respect the ordinary and overtime working hours established by laws and national and local agreements;
- to pay employees in compliance with the national collective labour agreement and the integrative company one.

24.2. Moreover, the Supplier undertakes to accept and operate pursuant to the principles in the Company's Code of Ethics, available on the website <https://global.keter.com/it-it>.

24.3. Non-compliance with any of the obligations in this Art. 24 by the Supplier shall imply a serious non-compliance with the obligations in these General Conditions. It will give the Company the right to declare all Orders in progress as terminated pursuant to and for the purposes of Art.1456 of the Italian Civil Code, without prejudice to compensation for any resulting major damage.

24.4. The Supplier undertakes to know and apply the fundamental principles of the Quality, Environment and Safety Policies adopted by the Company, reported in the relative document available and consultable on the website <https://global.keter.com/it-it>

25. INFORMATION ON THE PRIVACY POLICY

25.1 The Supplier acknowledges that privacy regulations - Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 related to the protection of natural persons for what concerns the processing of their personal data, hereinafter "GDPR" - concern the processing of personal data, solely of natural persons, acquired and processed by the Company to finalise and execute the Contract and are not applicable to the data of companies, bodies and associations. For the purposes of this Contract, the Company may process personal data concerning (i) the Supplier, if that is a one-man business or freelance professional, and/or in any case (ii) the representatives, members, employees or collaborators of the Supplier.

25.2 The Supplier declares it is aware, pursuant to art. 13 of the GDPR, that the personal data communicated to finalise and execute the Contract are collected and processed by the Company, as Controller, solely for those purposes and for the related regulatory, administrative and accounting obligations, through suitable means and procedures (also electronic), through internal personnel specifically authorised to do so and external collaborators appointed as processors or authorised to perform single processing operations. The Supplier acknowledges that related to the personal data processed to finalise and execute this Contract, the natural person the data refer to ("data subject") has the right to access, rectification, restriction, erasure, portability and objection (arts. 15-22 of the GDPR), and the right to lodge a complaint with the Privacy Authority.

25.3 The Supplier is responsible for guaranteeing the lawful usability of the personal data concerning, merely as an example, any representatives, members, employees and collaborators, communicated to the Company to finalise and execute the Contract and, in particular, the correct fulfilment of information obligations towards the data subjects as well as, when needed, collecting their consent, concerning the processing of their personal data by the Company for the aforementioned purposes and as indicated above.

26. TRACEABILITY OF FINANCIAL FLOWS

26.1 Pursuant to Art. 3 of Law 136/2010 as amended, for all supply contracts issued by Public Bodies after 7 August 2010 contractors and sub-contractors are obliged to guarantee the traceability of financial flows in public contracts for public works, services and supplies. Therefore, in these cases the Company undertakes to provide the CIG and CUP codes of reference (respectively the tender identification code and the single project code) in Orders to Suppliers, and the Supplier, when accepting the Orders assigned, takes on all the financial flow traceability obligations pursuant to the aforementioned Art. 3 of Law 136/2010, in compliance with the methods reported in the Special Conditions of the Orders themselves.

27. APPLICABLE LAW AND JURISDICTION

27.1. These General Conditions, the Contracts and Orders are regulated by Italian laws, other than provisions relating to conflicts of law.

27.2. Treviso Court of Law (Italy) shall have sole jurisdiction for all the controversies resulting from, connected or related to these General Conditions, to single Contracts and/or single Orders, without prejudice to the right of the Company to bring actions against the Supplier in the Court of the respondent.

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28. PRESERVATION OF THE CONTRACT

28.1. The nullity or non-applicability of one or more of the aforementioned Conditions shall not invalidate the applicability of that others.

29. CHANGE TO THE TEXT

29.1. Any integration, amendment, addition or exception to these General Conditions, to the Orders, to the Contracts and documents mentioned in them, must be in writing and be accepted in advance by both Parties; on the contrary, these General Conditions shall remain in force in their original version.

These General Conditions are on 10 pages.

In acceptance

The Supplier _____

Pursuant to and for the purposes of Art. 1341 II paragraph and Art. 1342 of the Italian Civil Code the following articles are specifically approved in full:

- Art. 1 VALIDITY OF THE GENERAL CONDITIONS OF PURCHASE
- Art. 3 OBLIGATIONS OF THE SUPPLIER
- Art. 4 UPDATING OF PRODUCTS AND/OR SERVICES BEING EXECUTED
- Art. 6 ACCEPTANCE OF THE SUPPLY OF PRODUCTS
- Art. 8 DELIVERY
- Art. 10 SUSPENSION
- Art. 12 LATE COMPLIANCE
- Art. 13 TERMINATION
- Art. 14 WARRANTY
- Art. 15 COMPLAINTS FROM CUSTOMERS AND THIRD PARTIES
- Art. 16 SUPPLIER'S RESPONSIBILITIES
- Art. 17 PROHIBITION TO TRANSFER THE CONTRACT – SUB-SUPPLIERS
- Art. 18 INTELLECTUAL AND INDUSTRIAL PROPERTY
- Art. 19 CONFIDENTIALITY
- Art. 20 TRANSFER OF CREDIT AND BANK ADVANCES
- Art. 22 WITHDRAWAL
- Art. 23 LEGISLATIVE DECREE NO. 231/2001
- Art. 24 ADHESION TO ETHICAL REQUIREMENTS AND QUALITY POLICY
- Art. 27 APPLICABLE LAW AND JURISDICTION

Date _____

In acceptance

The Supplier _____

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