

**C.O.I.M. S.P.A. – CHIMICA ORGANICA INDUSTRIALE MILANESE**  
**GENERAL TERMS OF PURCHASE - PURCHASE OF RAW MATERIALS AND PACKAGING**

**1. Ordering Procedure.** Each order will be deemed to have been accepted when Seller confirms it to the Buyer in writing. If not confirmed in writing, the order will be deemed to have been anyway accepted after three (3) business days from the receipt of the order by the Seller, or, if preceding, when Seller delivers the goods. Any change to the order, if requested by Seller, shall be communicated in writing and accepted in writing by Buyer.

**2. Order Changes.** Buyer shall have the right to make changes in the purchase order at any time for its convenience upon a written notice to the Seller. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and avoidable costs incurred by the Seller prior to the notice of the change. Any claim of Seller for an adjustment must be submitted in writing to Buyer within thirty (30) days of the Buyer change notice.

**3. Packaging.** The goods will be properly packed, or properly loaded if in bulk, with adequate protection to guarantee a safe transport. Consequently, any damage resulting from breakage, deterioration, shortages or pollution due to packaging or loading will be borne by the Seller, whatever the chosen Incoterms® 2020 rule. The marking, packaging, labelling, identification and any loading operation of the ordered goods must take place in conformity with any specific instruction provided by the Buyer and anyway in compliance with applicable laws.

**4. Delivery.** Unless otherwise agreed, the goods will be delivered to the Buyer on the basis of one of the Incoterms® 2020 rules. In case of packed goods travelling by road, the vehicles shall be suitable for side discharge, further than backwards; trailers loadable only by the back side are not suitable. In case of not suitable vehicle, the Buyer can reject it. The delivery location of the goods will be the site of C.O.I.M. s.p.a. in Offanengo (CR), Via Ricengo, 21-23 or in San Martino in Strada (LO) Via Privata Fabrizio De André, 24 or in Buccinasco (MI), Via delle Azalee 19, or any other place as indicated in the "Destination of Goods" box. The weights used at the downloading site is the only one that will prevail in cases of dispute with a tolerance of  $\pm 5\%$ . The Parties agree a free of charge waiting time of two hours prior to start the unloading operations of the vehicles. Time is for the essence of the purchase order. If the goods are not delivered or services not provided by the specified date, Buyer may terminate, without liability, the purchase order and it may purchase substitute items or services elsewhere and charge Seller with any loss incurred, save any further rights of compensation.

**5. Passage of Title.** Unless otherwise expressly agreed in writing between the Parties, regardless of the chosen Incoterms® 2020 rule, the property of the goods will be transferred from the Seller to the Buyer after their download at COIM site in Offanengo (CR), via Ricengo, 21-23, or in Buccinasco (MI), via delle Azalee 19, Italy, or in San Martino in Strada (LO) Via Privata Fabrizio De André 24 or in any other place shown in the purchase order in the "Destination of Goods" box.

**6. Quality.** All the delivered goods must come from the same batch of production, whose number of identification must be written on the transport document. Goods coming from more than one batch shall not be accepted, unless authorized by COIM's Purchasing Department. Raw materials must be delivered together with a certificate of analysis. The Seller of raw materials undertakes to deliver to the Buyer Safety Data Sheets updated in accordance with the provisions of Regulation no. 1907/2006 (so called REACH Regulation) art. 31, paragraph 9 ("Requirements for Safety Data Sheets"); the Seller also undertakes to comply with the specific regulatory adjustments relating to the edit mode of the Safety Data Sheets.

**7. Imported Products.** If the goods are imported into Italy, the Seller must indicate on the invoice and in all delivery documents

the customs items indicated by Seller in advance and the country of origin.

**8. Preferential Origin of Raw Materials.** C.O.I.M. s.p.a. will preferably purchase raw materials for which the Seller is able to issue a declaration of preferential origin status according to articles 64 and following of Regulation (EU) No 952/2013 of the European Parliament and of the Council dated 09.10.2013 and articles 61 and following of Commission Implementing Regulation (EU) 2015/2447 dated of 24.11.2015. If the Seller is not able to issue a preferential origin declaration, the Seller shall declare the not preferential origin, even by a Certificate of Origin, if requested by Buyer.

**9. Inspection and Acceptance.** Goods and services purchased under each delivery are subject to Buyer inspection and acceptance. Payment for delivered goods and services shall not constitute acceptance. A check of the physical compliance of the goods with order will be carried out at the Buyer's warehouse at the place of destination, irrespective of the Incoterms® rule chosen for transport. Goods and services shall be deemed accepted when they have actually been counted, inspected and tested by Buyer representative and found to be in compliance with the purchase order. Goods rejected and/or goods supplied in excess of those ordered may be returned to Seller at its expense, including all expense of unpacking, inspection, repacking and reshipping and Seller maybe required to arrange such activities. In any case, nothing contained in the order exonerates the Seller from its testing, inspection and quality control obligations. The Buyer is released from the consequences envisaged in the final clause of Art. 1513 of the Italian Civil Code when it hasn't requested from the Judicial Authority the verifications of the quality and condition of the sold goods by the methods established by Article 696 of the Italian Code of Civil Procedure.

**10. Guarantees.** Seller guarantees that the goods shall be: a) compliant with applicable laws and regulations, b) compliant with the requests and descriptions provided by the Buyer, c) compliant and fit for the purpose for which similar products are usually intended, for the use declared by the Seller, and for the purpose for which they were ordered by Buyer, d) free from evident or hidden defects, e) manufactured in a workmanlike manner and f) having the promised qualities and those that are essential for the use for which they are intended. In addition, packaging shall be suitable to hermetically contain the products, keeping the quality and avoiding any risk of pollution. If the Seller is a company having its place of business in Italy, the cited guarantee will be valid for a period of one year from delivery, or for any longer period offered by the Seller; if the Seller is a company having its place of business in a State other than Italy, the cited guarantee will be valid for a period of two years from delivery. Without prejudice to every right deriving from law, in the event of a violation of one or more of the guarantees or of defects found after receipt, the Buyer must report the event to the Seller, in any way, within a period of 30 days from discovery and it will have the right to demand, in addition to compensation for all damages suffered, one of the following options: 1) the replacement of the Goods at the Seller's expense, 2) the reduction of the price, and 3) in the case of a serious breach, the immediate termination of the contract. The rights mentioned here may be exercised within the validity period of the guarantees indicated in this article. It is in any case agreed, subject to what is established in the above clauses, that if the Seller fails to intervene promptly, the Buyer is entitled to remove, directly or by way of third parties, the defects and deformities found, or to purchase new goods to replace the defect goods, charging to the Seller all respective costs incurred.

**11. Insurance and Compensation.** Seller, who guarantees to be fully covered by a proper product liability insurance policy, shall indemnify Buyer against all losses to people or things incurred by

the Buyer or by its buyers, directly or indirectly, because of the products supplied. In particular, the damage that the Seller agrees to indemnify also includes the so-called consequential damages that Seller's products may have caused to the Buyer's machinery or caused by so-called production downtime.

**12. In Plant Services and Security.** When it is requested Seller's presence inside C.O.I.M. s.p.a.'s sites, the validity of each order will be subordinated to Buyer's favourable opinion about the suitability of the documents that will be required to prove Seller's compliance with mandatory requirements in relation to quality and safety; these documents shall be given to the Buyer at least two working days before the date expected for Seller's presence inside C.O.I.M. s.p.a.'s sites. Personnel instructed by the Seller who work in any guise within the Offanengo plant and the San Martino in Strada plant (hereinafter referred to as Plant/s) will always be required to always use the mandatory devices for individual protection, that are glasses, protective helmet and security shoes, in the right way, besides the devices linked to the specific risks that your working activity brings within itself, according to the safety rules in force inside the Plant/s. Any time one of those people will be found without those devices, will be applied a monetary sanction of euros 250,00 and after the third violation, he won't be allowed to enter the plant anymore

**13. Confidentiality.** The Seller expressly undertakes not to disclose or advertise in any way its commercial relationships with the Buyer and to treat as confidential all technical, commercial or other information of which it becomes aware when executing the order, considering that they are Buyer ownership. That confidentiality continues even after the cancellation, termination or execution of the order.

**14. Applicable Law and Court of Jurisdiction.** Any and all disputes between the parties shall fall under the sole jurisdiction of the court of Milan. The relationship between Seller and Buyer shall be subject to Italian Law (if not derogated above) with the exclusion of any rule of conflict. Any Convention for the International Sale of Goods shall not apply.

**15. Code of Ethics.** The Seller undertakes to respect the Code of Ethics and the Organisation, Management and Control Model adopted by C.O.I.M. s.p.a. in accordance with Italian Legislative Decree no. 231/2001, as amended and supplemented, which can be consulted on the website [www.coimgroup.com](http://www.coimgroup.com). The Seller agrees that any violation of the Code of Ethics and the Organisation, Management and Control Model, along with the launch of criminal proceedings for crimes relevant for the purposes of Italian Legislative Decree no. 231/2001 (which the Seller hereby undertakes to communicate immediately to COIM), will constitute a breach of the contractual obligations and may determine, in accordance with and for the effects of Art. 1456 of the Italian Civil Code, the termination of any commercial relationship even with other companies of the COIM group, as well as the obligation to compensate any damages suffered by COIM.

**16. Force Majeure.** A Party hereto shall not be liable or responsible for damages or in any manner whatsoever to the other Party for failure or delay in performing or fulfilling any obligation entered to, when such failure or delay is due to fire, strike, war, civil commotion, labour or employment difficulties, acts of God, shortages of raw materials, acts of public authorities, or delays or default caused by public carriers, epidemic and quarantine or for any other action or cause whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome with due diligence. In such event the time for performance shall be extended for the period of continuance of such force majeure event, provided however that the Party raising such cause shall 1) promptly, after knowledge of the commencement thereof, notify the other Party in writing of the nature of such cause and the expected delay, 2)

continue to keep the other Party informed as to the force majeure event, 3) take all reasonable steps to eliminate such cause of the delay and 4) continue performance hereunder whenever such reason or cause is removed. In the event any of such cause of force majeure shall continue for a period of 6 (six) months, the Parties hereto shall mutually discuss the matter and the course of action to be taken, provided however that after this 6 (six) months period the Party not affected by the force majeure event shall have the right to give notice to the other Party terminating each order.

**17. Termination.** The Buyer shall have the right to immediately terminate each order, by written notice to Seller, if the Buyer commits a material default of its obligations under clauses nn. 3, 4, 6, 7, 8, 9, 10, 11, 12, 15, 20 of this Agreement. Prior to termination hereof the Buyer shall notify the Seller of the default in writing, stating a reasonable time, at all events not exceeding 30 (thirty) days from the date the notice is received, within which the Seller shall have to remedy said default. Should said default remain unremedied for the reasonable period stated in the above mentioned written notice, the Buyer may terminate this Agreement at the end of said reasonable period upon giving written notice to the other Party, saving always the right of the non-defaulting. The Buyer further shall have the right to immediately terminate each order in case the Seller enters into a bankruptcy procedure, or other insolvency procedures or voluntary liquidation.

**18. Assignment of Rights and Receivables.** It is prohibited for the parties to assign any right or any obligation arising from each order to third parties (included receivables), without the prior written consent of the other party; however, the Buyer is permitted to assign them to a subsidiary or invested company or in cases of sale of the business or business branch. Even where the transfer is authorised by the other party, the transferor is not released from its obligations towards the transferred contracting party.

**19. Scope of Application.** These General Terms of Purchase, available also on the website [www.coimgroup.com](http://www.coimgroup.com), will apply to all the purchases made by the Buyer. Therefore, the Seller's general terms of sales, even when they are attached to the offer or to the order confirmation, shall apply only if specifically approved in writing by the Buyer and if they are not contrary to these General Terms of Purchase and to the order. In any case, the acceptance of the order, even the tacit one according to Article 1 here above, and/or the delivery of the goods to the Buyer, constitute tacit acceptance of these General Terms of Purchase, even if not returned duly signed.

**SELLER:**

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Nome: \_\_\_\_\_ Job Title: \_\_\_\_\_

I hereby declare to accept the clauses nn. 1 "Ordering Procedure", 2 "Order Changes", 3 "Packaging", 4 "Delivery", 5 "Passage of Title"; 9 "Inspection and Acceptance", 10 "Guarantees", 11 "Insurance and Compensation", 14 "Applicable Law and Court of Jurisdiction", 15 "Code of Ethics", 16 "Force Majeure", 17 "Termination", 18 "Assignment of Rights and Receivables".

**SELLER:**

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Nome: \_\_\_\_\_ Job Title: \_\_\_\_\_