

Easysnap Technology Ltd. Easysnap Copacking Ltd. General Terms and Conditions of Purchase



S_MOD 7.2.1.A Rev. 1 of 20.06.2025

ART.1 – GENERAL PRINCIPLES

These general terms and conditions of purchase (the "GTC") govern the contractual relationship between Easysnap Technology S.r.l. (the "Purchaser") and the supplier (the "Supplier" and, together with the "Purchaser", the "Parties", each a "Party") identified in each purchase order issued by the Purchaser to the Supplier (the "Order") for the supply of the products (the "Products") also identified in the aforementioned Order. These GTC are an integral and essential part of each Order, even if they are not attached or mentioned therein.

These GTC supersede and replace any agreement and/or understanding, whether written or oral, previously entered into between the Parties regarding their subject matter. Unless otherwise agreed in writing, the GTC therefore constitute the sole legal document governing the Order, with the consequent exclusion of the application of any other legal document, including the Supplier's general terms and conditions of sale, even if attached to the Order confirmation and/or the Supplier's technical and commercial offers, considered individually or as a whole, and shall prevail over any different or additional restrictive or modifying condition or clause included, even in print, by the Supplier in its order confirmation, invoices or correspondence. Any amendments or exceptions to the GTC shall only be valid if expressly confirmed in writing by the Purchaser.

The contractual agreement between the Purchaser and the Supplier shall be deemed to have been concluded, under the terms and conditions set out in the GTC, when the Purchaser receives a copy of the Order, or the relevant Order confirmation, duly signed by the Supplier. The Order shall in any case be considered accepted, and with it these GTC, in the event of failure by the Supplier to expressly accept it or in the event of any written objections or counter-proposals sent by the Supplier and received by the Purchaser within 5 working days of the Order being sent. In the event of a counter-proposal by the Supplier, the same shall only be valid if expressly accepted in writing by the Purchaser. The Purchaser reserves the right to amend the GTC at any time by giving written notice to the Supplier. The amendments shall be deemed accepted if the Supplier does not object to them in writing within 5 working days of receipt of the notice.

ART.2 – CHANGES TO THE ORDER

The Purchaser reserves the right to make changes to the Order within 5 working days by giving written notice to the Supplier, which shall be deemed to have been accepted by the Supplier if the Supplier does not notify the Purchaser in writing, within 5 working days of receipt of the notice, that it is unable to supply the Products referred to in the Order in accordance with the changes requested by the Purchaser.

ART.3 – PRICES, INVOICES AND PAYMENTS

The prices of the Products shall be indicated in each Order unless established in separate written agreements between the Parties. The prices indicated in each Order are to be considered fixed and not subject to revision or adjustment, as well as all-inclusive and net of VAT or other applicable taxes. Any additional costs and expenses will be recognised to the Supplier only if previously authorised by the Purchaser in writing and following the presentation of documentary evidence. Invoices issued by the Supplier, whether immediate or deferred, must be addressed and sent to the Purchaser in accordance with the procedures laid down by law and/or by email. In order to be considered accepted, each invoice must always include all the details of the Order to which it refers. Payments shall be made by the Purchaser, unless expressly agreed otherwise, by bank transfer. The suspension of payments as provided for in these GTCs, or any delay in payment, shall not entitle the Supplier to suspend its services for any reason whatsoever. Payment by the Purchaser shall not constitute acceptance, even partial, of the Products.

ART.4 – DELIVERY OF PRODUCTS

The terms of delivery shall be indicated in each Order with reference to Incoterms ICC 2020. If no indication is given, the DAP (delivered at place) clause shall apply. The place of delivery shall be indicated in the Order. The Products must be delivered to the place, at the time, in the quantity and under the conditions indicated in the Order. The transfer of ownership of the Products from the Supplier to the Purchaser takes place at the time of delivery of said Products.

The delivery terms are binding, mandatory and essential in the interest of the Purchaser. Any exceptions, including for refinements and technical modifications, must be expressly agreed in writing between the Parties. The delivery date is understood to be the latest date on which the accepted Products, with the relevant certificates of conformity, will be delivered to the Purchaser at the agreed place of delivery.

Without prejudice to the foregoing, the Supplier shall promptly inform the Purchaser if it becomes aware of or expects a possible delay in the delivery of the Products with respect to the agreed delivery terms. In the event of a delay (not due to force majeure) in the delivery of the Products of more than 7 (seven) working days, the Purchaser shall, at its discretion, have the right to: (i) request the execution of the Order, in whole or in part, and apply a daily penalty for delay equal to 0.5% of the price of the delayed Products for a maximum amount equal to 10% of the total price of the Order, without prejudice to the right to compensation for greater damage suffered in excess of the amount of the agreed penalty; or, alternatively, (ii) upon written notice to the Supplier, terminate the Order pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages resulting from the Supplier's breach.

Partial or split deliveries are only permitted if expressly requested in writing by the Supplier and accepted by the Purchaser.

In the event of early delivery, the Purchaser shall have the right to return to the Supplier, at the latter's expense and risk, any Products received before the agreed deadline, or to charge the Supplier for the storage costs of the aforementioned Products.

ART.5 – PRODUCT SHIPPING METHODS

Shipments for the delivery of the Products must be made using the most suitable means. The Supplier is required to use the carrier indicated in the Order or another carrier expressly agreed with the Purchaser. The marking, packaging, labelling, identification, shipment and transport of the Products must be carried out in accordance with the Purchaser's instructions or, in the absence thereof, in accordance with best practice and, in any case, in compliance with applicable regulations. The Supplier shall be liable for any damage resulting from incorrect packaging or insufficient securing of the Products in accordance with the terms of delivery agreed in the Order.

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ART.6 - DOCUMENTATION

The Products must be delivered complete with all necessary accompanying documentation (including, but not limited to: assembly, installation, use, operation and maintenance manuals, required certificates and certificates of compliance with food/cosmetic/medical regulations, as well as safety regulations) as required by current legislation and in the Order. The aforementioned documentation is to be considered an integral part of the supply of the Products and, therefore, delivery shall be considered incomplete or partial in the event of missing, incomplete or non-compliant documentation.

If the documentation sent is missing, incomplete and/or does not comply with the Order or with current and applicable regulations, including technical regulations, payment of invoices relating to the Order may be suspended until all complete, correct and appropriate documentation has been received. The Supplier must also specify whether the Products fall within categories subject to CE marking or other mandatory certifications, and provide the relevant compliance documentation as an integral part of the supply.

ART.7 – SUPPLIER'S REPRESENTATIONS AND WARRANTIES .PRODUCT WARRANTY

The Supplier warrants that: (i) the Products comply with applicable regulations and with the characteristics and technical specifications agreed upon or referred to in the Order and in any samples or prototypes delivered to the Purchaser; (ii) they are suitable for sale and use for their intended purpose, free from restrictions and exempt from defects or flaws, including hidden ones, also with regard to the materials used to produce them; (iii) the processes carried out to produce the Products have been performed in a workmanlike manner.

The warranty referred to in the previous point shall be valid for 12 months from the date of delivery of the Products to the Purchaser or, in the case of Products for which testing is required, from the date of such testing. If the Purchaser detects faults or defects in the Products, or, in general, any non-conformity of the Products with the terms of the aforementioned warranty (the "Non-Conformity") attributable to the Supplier, the Purchaser shall notify the Supplier in writing, with adequate detail: (a) in the case of apparent Non-Conformities, within 30 calendar days from the date of delivery or testing, as applicable; (b) in the case of hidden Non-Conformities, within 30 calendar days from the date of discovery.

If the Purchaser reports a Non-Conformity in accordance with the above, the Purchaser shall have the right, at its sole discretion, to:

- (a) request the Supplier to replace the non-compliant Products at its own cost and expense; or
- (b) ask the Supplier to repair the non-compliant Products at its own cost and expense; or
- (c) appoint a third party to repair or replace the non-compliant Products at the Supplier's cost and expense;
- (d) resolve the relevant Order pursuant to Article 1456 of the Italian Civil Code, with the consequent obligation of the Supplier to collect the Products at its own expense; or, alternatively,
- (e) accept the non-compliant Products subject to a reduction in the relevant price and the consequent refund of any price difference already paid to the Supplier by the latter.

In all cases referred to in points (a), (b), (c), (d) and (e) above, the Purchaser reserves the right, in any case, to suspend payment of the fees due for the Products in question until the chosen remedy has been correctly implemented by the Supplier. The Supplier remains liable for compensation for any damage caused to the Purchaser.

Without prejudice to the foregoing, the Purchaser shall in any case have the right to carry out inspections of the Supplier's quality system and/or related manuals and certifications (requesting copies for this purpose), including where expressly requested by the end customer, even during the production or pre-production phase of the Products. The positive outcome of the aforementioned checks shall not prejudice the application of this article, nor shall it therefore release the Supplier from any related liability.

The Supplier guarantees that the production, use and marketing of the Products do not infringe the intellectual or industrial property rights of third parties, either in Italy or abroad, and undertakes to hold the Purchaser fully indemnified and harmless from any claim, demand, request, action, judicial or extrajudicial, by third parties arising from the violation, even if only alleged, of the guarantee referred to in this article.

The Supplier also guarantees that the Products comply with Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, in particular with regard to the legal guarantee of conformity.

ART.8 – EXPORT CONTROL AND CUSTOMS

The Supplier is required to inform the Purchaser of any requirements relating to export licences for the Products under Italian, EU or US legislation on export control and customs regulations, as well as the legislation on export control and customs regulations in force in the countries of origin of the Products.

Therefore, the Supplier must always indicate the following information in offers, order confirmations and invoices, providing any subsequent updates:

- Export List Number / ECCN (Export Control Classification Number) for US Products in accordance with the US EAR;
- country of origin of the Products and related components (including software);
- any transport within the United States or manufacture/storage in the United States or manufacture using US technology;
- customs tariff for the Products (HS Code of Products);
- company contact person for information on this matter.

Unless expressly indicated by the Supplier prior to completion of the Order, it shall be understood that the Products are free for export to the country – indicated in the Order – where delivery is to take place, or, if the country of delivery is not indicated, to any country.

ART.9 – FORCE MAJEURE

Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under the GTC, where such delay or failure is due to a Force Majeure Event. "Force Majeure Event" means any event or circumstance beyond the reasonable control of the party invoking it, which prevents or delays the fulfilment of its contractual obligations, and which cannot be avoided even by taking diligent and timely measures. By way of example and without limitation, Force Majeure Events include: natural disasters, earthquakes, floods, fires, epidemics, pandemics, wars (declared or undeclared), acts of terrorism, riots, strikes, interruptions of essential services (energy, transport, telecommunications), unexpected government acts or regulatory restrictions, embargoes, as well as any other event of an exceptional and unforeseeable nature that prevents the performance of the contract.

The Party affected by a Force Majeure Event shall:

- a) promptly inform the other Party of the occurrence of such a Force Majeure Event, specifying its effects on its contractual obligations

; and

- b) make every reasonable effort to minimise any negative effects of the Force Majeure Event and to resume the fulfilment of its contractual obligations.

Provided that the Party whose contractual performance has become temporarily impossible due to the Force Majeure Event has correctly fulfilled the above, the latter shall not be held liable for non-performance as long as the Force Majeure Event persists. The said Party shall immediately notify the other Party of the cessation of the Force Majeure Event and promptly resume performance of the relevant obligation.

If the Force Majeure Event lasts for more than 30 days, the Parties shall meet in good faith to agree on possible solutions for the continuation of the supply and/or the termination by mutual consent of the relevant Order.

ART.10 – PROHIBITION ON TRANSFER OF THE ORDER AND TRANSFER OF CREDIT

The Supplier is expressly prohibited from transferring or assigning to third parties, in whole or in part, any Order or related rights/obligations without the prior express written authorisation of the Purchaser. In the event of any violations, the Purchaser shall have the right to suspend payments pursuant to Article 1460 of the Italian Civil Code and to terminate the relevant Order.

The Supplier is expressly prohibited from transferring, in any form, the receivables accrued in relation to each Order, unless prior written authorisation has been obtained from the Purchaser. This prohibition is presumed to be known by the assignee at the time of assignment and, therefore, is enforceable against him pursuant to Article 1260, paragraph 2, of the Italian Civil Code. The Order constitutes documentary evidence of the credit pursuant to Article 1262 of the Italian Civil Code.

ART.11 – SUBCONTRACTING

The Supplier may not subcontract, either in whole or in part, the activities referred to in this Contract without the prior written consent of the Purchaser. Even if the subcontract is authorised by the Purchaser as above, the Supplier shall remain fully and solely liable under this Contract for the performance of the relevant activities by its subcontractors.

ART.12 – WITHDRAWAL BY THE PURCHASER

The Purchaser has the right, at its discretion, to withdraw from each Order, at any time, in whole or in part, by written notice sent via certified email or registered letter with return receipt, acknowledging the Supplier's reimbursement of documented and reasonably incurred expenses up to the date of withdrawal, provided they have been previously approved. In the event of withdrawal after the Order has been initiated, the Purchaser shall also be required to pay the Supplier compensation to be agreed in good faith between the Parties, taking into account the costs incurred by the Supplier up to that point. Express termination clause Failure by the Supplier to fulfil any of the obligations contained in Articles 5, 6, 7, 8, 9 and 11 of the GTC shall constitute grounds for termination of the contract or agreement between the Parties pursuant to Article 1456 of the Italian Civil Code. The termination shall take effect by operation of law following the Purchaser's declaration of its intention to invoke this clause, communicated in writing to the Supplier by certified email or registered letter with return receipt.

Applicable law and jurisdiction

These GTC apply to all Orders issued by the Purchaser for the supply of Products, whether the Supplier is based in Italy or abroad.

These GTC are governed by Italian law.

Any dispute arising from the interpretation and execution of the GTC and/or any related Order shall be settled exclusively by the Court of Modena.

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