

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

1. Definitions

In these General Terms and Conditions:

“**AB**” means AB PARFUMS S.p.A., a company with its registered office in Milan, Via Melchiorre Gioia no. 8, Tax Identification no. 03262350964.

“**Goods**” means the goods purchased by AB pursuant to these General Term and Conditions.

“**Conditions**” means these General Terms and Conditions of Purchase.

“**Agreement**” means the agreement for the purchase of Goods and/or Services between AB and the Supplier and consisting of, in hierarchical order of precedence, the Order and the Conditions.

“**Supplier**” means any entity that provides Goods and/or Services to AB pursuant to the Conditions.

“**Order**” means an order to purchase Goods and/or Services issued by AB and sent to the Supplier pursuant to the Conditions.

“**Party**”/ “**Parties**” means, individually/jointly, AB and the Supplier.

“**Services**” means the general services and technical services purchased by AB according to these Conditions.

2. Scope of application

2.1. The purchase of Goods and/or Services from the Supplier will be governed solely by these Conditions, to the express exclusion of any terms and conditions of sale that the Supplier may have. Any amendment to the Conditions will only be valid and effective in the event of a specific written agreement between the Parties.

2.2. The Supplier acknowledges and accepts that these Conditions will apply to all future supplies of Goods and/or Services by the Supplier.

3. Orders and changes

3.1. These Conditions do not bind AB to issue any Order.

3.2. Orders issued by AB, as well as changes or additions to them, will be sent to the Supplier in electronic format.

3.3. Quotations issued by the Supplier will be binding on the Supplier. The request for and subsequent issuance of the quotation does not bind AB to pay any compensation or give rise to any commitment to conclude the Agreement.

3.4. The Agreement will be deemed finalised upon AB's receipt of the Order confirmation, which the Supplier undertakes to issue no later than 5 (five) business days after the Order has been requested. Without prejudice to other provisions of these Conditions, it is understood that AB may cancel the Order until the relevant confirmation has been received, and that this will not create any entitlement for the Supplier to receive any payment of fees, damages or indemnities.

4. Delivery of Goods and/or Performance of Services

4.1. The Supplier agrees to perform their work to the highest quality standards and in accordance with the terms of the Agreement.

4.2. In order to fulfil the commitments and obligations undertaken in these Conditions, the Supplier will, where necessary, appoint their own employee as AB's sole contact person.

4.3. The place of delivery is the place where the Goods are to be supplied and/or the Services performed in accordance with the Order.

4.4. The delivery dates and deadlines stated in the Order are binding. In the event of a delay of more than 5 (five) business days, AB may apply a fee reduction, as quantified in the Order or in a separate written agreement between the Parties, without prejudice to any compensation for any greater damage suffered.

4.5. The Supplier will immediately notify AB in writing if, during the execution of the Order, it foresees difficulties that may hinder its ability to supply the Goods and/or perform the Services by the agreed delivery dates.

4.6. The supply of Goods and/or Services will be accepted by AB if and only if the characteristics of those Goods and/or Services correspond to the specifications set out in the Order and its attachments.

4.7. The Supplier acknowledges that accepting the Goods and/or Services does not constitute a waiver by AB of its legal rights, and in particular does not imply any waiver of the right to make claims in respect of defects. This provision will continue to apply after the payment of the amounts due by AB for the supply of Goods and/or Services.

4.8. Unless previously agreed upon in writing between AB and the Supplier, the Services may not be performed in part, nor may the Goods be delivered in part, at an earlier time or in a different quantity than agreed upon. AB may refuse any such deliveries and return the Goods to the Supplier, at the Supplier's expense, and the Supplier must collect them within 8 (eight) business days. For each day of delay, the costs of storing such Goods will be borne by the Supplier, without prejudice to any further losses. In any event, the risk of loss of or damage to such Goods will remain entirely with the Supplier.

4.9. AB is not required to inspect the Goods upon delivery or otherwise prior to their use.

4.10. With regard to the Services, the performance standards desired by AB and the configurations and purposes specified by it and defined in the Agreement will not release the Supplier from their obligation to provide cost-effective solutions that are free of technical defects. The Supplier must promptly inform AB if the above performance standards, configurations or purposes conflict with this solution, or if changes or improvements in the purpose or scope of the Services are necessary or appropriate for other reasons. Additional services or changes made without AB's prior written authorisation may not be invoked as a basis for the Supplier's claims.

4.11. In performing the Services, the Supplier shall comply with the technical and safety procedures provided for by AB and applicable laws and regulations, specifically with regard to (i) safety and accident prevention in the workplace (including Legislative Decree No. 81/2008); (ii) pay, contribution and tax compliance; (iii) insurance compliance with the standards provided for by AB; (iv) InfoSec; and (v) transnational provision of services. The Supplier acknowledges and agrees to provide AB with all the documents referred to in this paragraph upon AB's request. If at any time the Supplier is unable to meet the above requirements, AB will be entitled to terminate the Order, and the Supplier may not assert any right or claim against AB, including for indemnification.

4.12. The Supplier's staff who perform work in an AB plant to carry out an Order must comply with the relevant labour regulations in effect at that plant.

5. Quality and audit

5.1. The Supplier shall, at all times: (i) evidence and maintain the specific required quality standards and systems (“**Quality Requirements**”); and (ii) at AB's request, document compliance with the Quality Requirements.

5.2. With reasonable notice, AB shall have the right to carry out or have third parties carry out inspections at the Supplier's premises to check compliance with the Quality Requirements.

6. Subcontractors

6.1. The Supplier shall supply the Goods and/or Services and perform the activities under the Agreement exclusively on its own account. The Supplier may use third parties to supply all or part of the Goods and/or Services only with AB's prior written consent, it being understood that the Supplier will be liable to AB for anything done by such third parties.

6.2. In the event that the Supplier uses third parties for the complete or partial supply of the Goods and/or Services, the Supplier will have to incorporate in the agreements terms and conditions similar to those set out in this Agreement. This general obligation will apply specifically to the subcontractor's compliance with (i) confidentiality obligations, (ii) obligations to comply with Legislative Decree No. 231/2001 and (iii) compliance with the rules and regulations on (a) safety and prevention in the workplace (including Legislative Decree No. 81/2008); (b) pay, contribution and tax compliance; (c) insurance compliance with the standards provided for by AB; (d) InfoSec; and (e) transnational provision of services.

6.3. At AB's request, the Supplier agrees to provide AB with all evidence, including documentary evidence, concerning the third party's compliance with these obligations.

7. Force majeure

7.1. The Parties agree that events of force majeure will be deemed to have occurred if the performance of the service that is the subject of the Order is made impossible by an unforeseeable event beyond the Parties' control and not attributable to either of them.

7.2. If a Party intends to invoke a force majeure event, it shall immediately give notice to the other Party that the force majeure event has occurred, within seven (7) days after the force majeure event occurred, and shall take all reasonable measures to remedy such impediment and continue to perform its contractual obligations.

7.3. If the force majeure event continues for a period of 180 (one hundred and eighty) days, the Parties reserve the unconditional right to terminate the supply relationship in whole or in part.

8. Price, payment terms and invoicing

8.1. The price of the Goods and/or Services to be supplied will be as stated in the Order (“**Price**”). The Price may not be changed unless otherwise agreed upon in writing between the Parties.

8.2. The Price is all-inclusive. The Supplier may issue an invoice for the payment of the Price after the Goods and/or Services have been accepted by AB, which shall make payment in accordance with the single month-end invoice date agreed with the Supplier and specified in the Order. This payment deadline will also apply to cases referred to in point 8.6.

8.3. In all cases where AB disputes the Supplier's default, including delays in delivery or delivery of defective Products and/or Services, AB will be entitled to withhold payments, without accruing any interest, until the Supplier has remedied the defect.

8.4. The Supplier shall issue a standard invoice for each Order, which indicates the Order number.

8.5. Value-added tax is not included and must be charged on the invoice amount as provided by law.

8.6. AB may request that a bank guarantee or policy from a leading insurance company be issued in its favour as security for any amounts paid by way of advance payment for the supply of the Goods and/or Services. It is understood that the relevant costs will be borne by the Supplier.

9. Packaging, shipping and transfer risk

9.1. Deliveries of the Goods will be made in compliance with the conditions set forth in the “**INCOTERMS**” indicated in the Order.

9.2. The Goods will be packaged in a way which ensures that they arrive at the destination in perfect condition and complies with the packaging specifications provided by AB. The expenses of any damage and/or loss of the Goods resulting from inadequate or insufficient packaging will be charged to the Supplier.

9.3. If AB supplies the Supplier with special packaging for the supply of Goods, such special packaging supplied by AB will remain the property of AB.

9.4. With regard to the shipment of the Goods, the terms contained in the Orders will apply.

9.5. If, on the basis of the “**INCOTERMS**” indicated in the Order, the transport of the Goods is to be borne by the Supplier, the transport costs must be included in the Price and the Supplier shall comply with the transport specifications provided by AB.

9.6. Goods shall be accepted if and only if they are accompanied by a valid transport document (“**T.D.**”) indicating the Order number and the reference number that AB has assigned to the Goods. The copy of the T.D. entitled “**RECIPIENT COPY**”, must be placed inside the parcel/case containing the Goods, highlighting on the outside of that parcel/case, by means of the application of an adhesive label or by appropriate marking, the wording “**T.D. INSIDE**”. All packages arriving unmarked and/or without a T.D. will be returned to the Supplier at the Supplier's expense.

9.7. The Goods will remain at the Supplier's risk until they are received by AB or AB's representative at the agreed place of delivery.

10. Warranty

10.1. Goods received by AB may be subject to inspection upon receipt or subsequently in order to check for defects, accuracy and suitability and for adherence to any Technical Specifications. AB shall give notice to the Suppliers of the existence of any defect in the Goods within 60 (sixty) days from the date on which such defects were detected.

10.2. Services received by AB may be subject to inspection and/or control in order to check that they adhere to any required specifications, and are free from defects, accurate and suitable. AB shall give notice to the Suppliers of the existence of any defect in the Services within 60 (sixty) days from the date on which such defects were detected.

10.3. AB reserves the right to invoke any defects in the Goods and/or Services even after it has paid the balance of the amounts due.

10.4. If the Supplier does not take steps within 8 (eight) business days to remedy the defects after a request by AB to that effect, in order to avoid imminent risks or prevent greater damage, AB may carry out, directly or through a third party, any appropriate

correction of the defect at the Supplier's expense. The warranty period for Goods and Services acknowledged by the Supplier is 2 years from delivery of the Goods or completion of the Service, unless the Parties agree otherwise in writing.

10.5. If Goods are reconditioned or repaired within the warranty period, that period shall start to run again from the time the Supplier returns the reconditioned or repaired Goods to AB.

10.6. If any work is carried out under warranty within the warranty period for the Services, that period will start to run again from the time the Supplier has fully completed the warranty work.

10.7. The Supplier will bear the full expenses of any reconditioning or repair work on the Goods and/or warranty work on the Services carried out within the warranty period, in particular transport and/or travel, processing, inspection and testing expenses.

10.8. Without prejudice to any remedies provided by law, the Supplier will compensate AB, and indemnify and hold AB harmless, in the event of (i) complete or partial withdrawal of products manufactured or sold by AB resulting from a defect in the Goods and/or Services provided; (ii) damages caused by a defect in the Goods and/or Services; and (iii) damages resulting from the proper use of the Goods and/or Services.

10.9. If informed of the purpose of the Services, the Provider shall ensure that such Services comply with the stated purpose. Any inspections or approvals of parts of the Services will not affect the Supplier's obligation to perform the Services commissioned and provide a guarantee for them.

11. Intellectual property

11.1. The Supplier acknowledges and recognises that AB is the owner of all the plans, designs, models, trademarks, graphic representations, slogans, advertising phrases, manufacturing processes, know-how, copyright, etc. (registered or actually used), inventions (whether patentable or non-patentable), ideas, and any other intellectual and/or industrial property right referable to the Agreement (the "**AB Parfums IP**") used, conceived and/or developed autonomously or jointly by the Parties, or in any case pertaining to the supply of the Goods or performance of the Services, and that AB is entitled to any related intellectual and/or industrial property right. By entering into the Agreement, AB did not intend to grant the Supplier a licence to use the AB Parfums IP, even on a partial basis.

11.2. The Supplier may not use the AB Parfums IP without AB's prior written authorisation.

11.3. By virtue of the Agreement and for the purposes specified therein, AB will become the exclusive owner of all industrial property rights, intellectual property rights and commercial use rights connected, whether directly or indirectly, to all creative works and ideas conceived, created and/or developed by the Supplier in performing the Agreement, with the rights of reproduction, modification and use set out above. These rights make up the AB Parfums IP, as defined above, and the Price referred to in paragraph 8 is also intended to compensate the Supplier for its creative and/or inventive efforts underlying the development thereof.

11.4. It is understood that if the Goods are equipped with software, AB will have the right to use the software and related documentation connected with the purchased Goods. The Supplier shall provide AB with updates and new releases of such software, and the Supplier is not entitled to any further payment in that regard.

11.5. The Supplier represents and warrants that the Goods and/or Services do not infringe any third-party intellectual and industrial property rights and undertakes to indemnify and hold AB harmless from any third-party claims relating to the supply, use and any subsequent sale of said Goods and/or Services.

12. Confidentiality

12.1. For the purposes of this article, "**Confidential Information**" means:

(i) any type of technical information – including, but not limited to, technical specifications, processes, materials, raw materials, formulas, techniques, methodologies, computer programs, source codes, diagrams, drawings, samples, prototypes, flow-charts, measuring instruments, videos or photographs – provided, in any form whatsoever, by and/or on behalf of AB to the Supplier and/or of which the Supplier has become aware before or after these Conditions are signed and, subsequently, in connection with the performance of Orders;

(ii) any commercial information relating to AB's organisation, business, products or services and to its customers, provided, in any form whatsoever, by and/or on behalf of AB to the Supplier and/or of which the Supplier has become aware before or after these Conditions are signed and, subsequently, in connection with the performance of Orders. The Supplier acknowledges and recognises that AB is the owner of the Confidential Information and holder of any related intellectual property rights.

12.2. The Supplier will (i) keep the Confidential Information strictly confidential and not disclose it to third parties; (ii) put in place all measures and precautions, including those relating to InfoSec, that are reasonably necessary and appropriate to prevent the disclosure and unauthorised use of the Confidential Information; (iii) use the Confidential Information only to the extent necessary to perform Orders; (iv) upon completion of the supply, or even earlier at AB's request, immediately return all documents (including those on electronic media) containing the Confidential Information and destroy any hard copies or reproductions on any media, including electronic media, delivering to AB a declaration certifying that the aforementioned documents and/or reproductions have been destroyed; (v) not file applications for patents, utility models, design registrations or other intellectual property rights based on, connected with and/or containing the Confidential Information; (vi) not develop for third parties and/or supply to third parties, for any reason whatsoever, directly or indirectly, products, samples or prototypes made by exploiting the Confidential Information; (vii) not make photographic reproductions of the Goods, products or prototypes made by exploiting the Confidential Information and to publicise them or make them public in any way; (viii) limit the dissemination of the Confidential Information within its organisation to employees whose duties justify the need to know such Confidential Information in the context of the execution of Orders; (ix) ensure that employees within its organisation who have knowledge of the Confidential Information comply with the confidentiality commitments relating thereto; (x) impose and ensure compliance with the obligations arising from this article on any third party to whom the Supplier is required to transmit the Confidential Information in connection with the execution of the Orders, it being understood that the Supplier will be liable to AB for any breach of the obligations arising from this article committed by the third party.

12.3. No provision contained in the Orders nor access to the Confidential Information will transfer and/or constitute any intellectual property right or licence to use the said Confidential Information.

12.4. The Supplier may not publicise, make public in any way or communicate to third parties, without AB's prior written authorisation, the subject and content of the Agreement with AB and, more generally, the fact that they are a supplier of AB.

13. Processing of personal data

13.1. By signing these Conditions, the Parties mutually acknowledge and confirm that any processing of personal data arising from the performance of the Agreement will be carried out solely for the purposes related to such performance and in any event in compliance with the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("**GDPR**") and Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018 ("**Privacy Code**") (collectively, the "**Privacy Legislation**").

13.2. In their respective capacities and as autonomous data controllers, the Parties undertake to comply with the provisions of the Privacy Law, particularly with regard to the data processing aspects and the requirements for such data.

13.3. The Parties undertake, each to the extent of its own authority, to take all security measures, both technical and organisational, imposed by applicable law and Guidelines to protect the data collected in the performance of the work covered by the Agreement against any accidental or unlawful destruction and/or loss and/or damage and/or alteration and/or disclosure and/or access.

13.4. Upon giving prior notice, AB will have the right to carry out, or have third parties carry out, inspections at the Supplier's premises in order to check that the obligations relating to the processing of personal data are being complied with.

14. Termination and withdrawal

14.1. Without prejudice to anything else provided for in these Conditions, AB may terminate the Agreement, upon written notice, in the event that:

(i) the Goods and/or Services are delivered/completed after the agreed-upon time of delivery;

(ii) the Supplier has not remedied or replaced defective Goods and/or Services within the terms set out in these Conditions;

(iii) the Supplier has violated any of their obligations under these Conditions in articles 5 (quality and audit); 11 (intellectual property) or 12 (confidentiality).

14.2. AB may also terminate the Agreement if the Supplier terminates another existing agreement between AB and the Supplier as a result of a breach.

14.3. AB will be entitled to withdraw from the Agreement by giving 30 (thirty) days' notice in writing. If AB exercises its right of withdrawal, it will not be liable to pay anything to the Supplier, without prejudice to the Supplier's right to claim compensation for deliveries made in a diligent manner up to the effective date of the withdrawal.

15. Legislative Decree 231/2001

15.1. The Supplier acknowledges that the performance of the assigned task presupposes and requires full compliance with current legislation on the administrative liability of companies (Legislative Decree No. 231 of 8 June 2001, as amended); the Supplier declares that it has read the Code of Ethics of Gruppo Angelini Industries, after viewing them on the corporate website (<https://codeofethics.angeliniindustries.com/it/>) and General Principles 231 drawn up by AB.

15.2. The Supplier shall not engage in – and shall ensure, pursuant to Article 1381 of the Italian Civil Code, that its employees and/or contractors also do not engage in – acts or conduct that may lead to a breach of the Code of Ethics and of General Principles 231 adopted by AB as well as, more generally, conduct that could lead to the commission, even attempted commission, of the offences contemplated by Legislative Decree No. 231, and to adopt and implement, where necessary, procedures suitable to prevent such breaches.

15.3. Failure by the Supplier to fulfil these obligations, regardless of whether the offence has actually been committed or is punishable, is considered grounds for termination of the agreement pursuant to Article 1453 of the Civil Code and will entitle AB to terminate the agreement with immediate effect.

16. Exports and country of origin

16.1. The Supplier will be responsible for complying with any laws or regulations governing the delivery of the Goods or the performance of the Services and specifically the export provisions of the EU or member states of the European Union and the United States of America, export control regulations and applicable country of origin customs regulations, and the Supplier will provide AB with all related information.

16.2. With regard to the Goods, the Supplier will provide AB, when issuing the quotation, with (i) all information as to whether or not the Goods supplied are subject to the restrictions imposed by the "Dual Use" legal regime and (ii) all information as to any restrictions on the re-export of the Goods. Failure by the Supplier to provide the above information will be understood by AB as a representation by the Supplier stating (i) that the Goods are not subject to the "Dual Use" legal regime and (ii) there is no restriction on re-exporting the Goods.

16.3. The Supplier will indemnify AB against all expenses that may arise from false, incomplete or inaccurate statements concerning the country of origin of the Goods.

17. General Provisions

17.1. If any clause of these Conditions or subsequent agreements concerning the supply of the Goods and/or Services becomes invalid, this will not invalidate the other existing general terms and conditions.

17.2. These Conditions and all related matters, including the performance of Orders, are governed by the laws of the Italian Republic.

17.3. The Court of Rome will have exclusive jurisdiction over any dispute arising from this Agreement.

Date _____

Approval and acceptance
by the Supplier

Signature and stamp

The Supplier expressly approves and accepts the following provisions: 3.4, 4, 5.2, 8, 10, 13.4, 14, 15, 16.3, 17, including pursuant to Articles 1341 and 1342 of the Italian Civil Code.

The Supplier

Signature and stamp