

General Conditions of Purchase

Glaston Group of Companies

1. Preamble

1.1 These General Conditions (“General Conditions”) shall be applied for the purchase of Products, as defined herein, when the Buyer is a company within the Group of Companies controlled by Glaston Corporation. These General Conditions supersede all previous terms and conditions of purchase issued by the Buyer. The applicability of any sale conditions issued by Seller is expressly excluded.

1.2 If there is a separate written agreement between Buyer and Seller, the provisions of such agreement shall supersede these General Conditions to the extent that they are contradictory to these General Conditions. Otherwise all request to offer, quotations and purchases are subject to these General Conditions, except to the extent that variations of specific provisions hereof have been agreed to by Buyer in writing.

2. Definitions

In these General Conditions the following terms have the following meanings:

“Affiliate” means any other entity which is

- (i) directly or indirectly controlling such Party; or
- (ii) under the same direct or indirect ownership or control as such Party; or
- (iii) directly or indirectly owned or controlled by such Party.

For these purposes, entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body. The Parties acknowledge that the Buyer’s Affiliates act independently in their own name and for their own account under the terms and conditions of this Agreement and Buyer shall not be liable for such Affiliates under this Agreement.

“Agreement” shall mean these General Conditions together with Purchase Orders, including their Appendices.

“Customer” shall mean the Buyer’s customer to which Products and/or End-Products are delivered by or on behalf of the Buyer.

“End-Product” shall mean the product, machinery or production line into which the Product is incorporated.

“Intellectual Property Rights” shall mean, in whatever form, patents, pending patents, copyright, trademark, design rights, trade names and any other intellectual property rights including but not limited to trade secrets.

“Price” shall mean any price or all prices of the Products and Services.

“Product(s)” shall mean all products subject to purchase and sale between the Parties as well as any related software and services as specified in Appendices and/or in any Purchase Order and/or otherwise agreed between the Parties.

“Purchase Order” shall mean a document (in paper, electronic or other format), issued by Buyer and submitted to Seller where Buyer requests Seller to deliver the Products.

“Services” shall mean services as specified in the Appendices and/or in a Purchase Order and/or otherwise agreed between the Parties.

“Specifications” shall mean the technical and functional specifications and requirements of the Products as detailed in this Agreement, its Appendices, in a Purchase Order and/or otherwise in writing between the Parties.

3. Product Information

3.1 The data in Products information issued by Seller shall be binding.

3.2 The Products are supplied on the basis that they comply with technical specifications contained in printed documentation concerning the Products prepared by the Seller and that they conform to the written descriptions contained on the acknowledgement of order form.

3.3 If no technical specifications are used, the Products shall be of normal good industrial quality.

4. Purchase Orders

4.1 The Buyer shall send a Purchase Order to the Seller in writing. The Seller shall confirm the reception of the Purchase Order without delay in writing. Purchase Orders and replies can be made also electronically.

4.2 The Seller shall furnish the Buyer with the acceptance or rejection of a Purchase Order within twenty-four (24) hours for the spare part and service orders and within five (5) business days for the production orders after receiving a relevant Purchase Order.

5. Prices

5.1 The Price and payment terms are specified individually and may be further specified in a Purchase Order.

5.2 The Prices shall apply to all Products and Purchase Orders, unless otherwise agreed in writing.

5.3 The Prices always include a normal corrosion protection and the packaging.

6. Terms of Payment

6.1 A separate individualised invoice for the Products shall be provided by the Seller to the Buyer.

6.2 The payment term is 90 days net from the date of the invoice or delivery, whichever is later. Payment shall not constitute Buyer's acceptance of any Product(s).

6.3 All prices are exclusive of any value added tax.

7. Transfer of Risk and Title

7.1 Risk of loss and damage shall transfer in accordance with the applicable delivery term.

7.2 Title to the Product(s) shall pass to Buyer either when the Product(s) are delivered into the possession of Buyer (or the Customer as the case may be) or progressively as the Product(s) are paid for by Buyer, whichever occurs first.

8. Delivery

8.1 If not otherwise agreed in writing or in a Purchase Order, the delivery time for the Products shall be set individually, calculated starting from the date of the Buyer's relevant Purchase Order.

8.2 The Seller shall deliver the Products to the Buyer according to the relevant Purchase Order or as individually agreed.

8.3 If the delivery is in delay of more than fourteen (14) days, the Buyer shall be entitled by written notice to terminate the delivery and any related deliveries with immediate effect and without any liability.

8.4 Unless otherwise agreed the delivery term shall be DPU (Incoterms 2020).

8.5 The Seller shall deliver the ordered Products in a timely manner. In an event that the Seller fails to meet any delivery dates, the Buyer shall be entitled to liquidated damages in the amount of one percent (1%) of the total Price of all the Products included in the relevant Purchase Order for each commenced week of delay, not however, exceeding 15% of the total Price of all the Products included in the relevant Purchase Order.

9. Warranty

9.1 The Seller warrants to the Buyer that all Products:

1. comply with the Specifications and other requirements set forth in the Agreement and a Purchase Order; and
2. are new and fit for the purposes for which they are destined; and
3. are of sound workmanship, good quality and shall be free from defects in design, construction, manufacture and material; and
4. are in compliance with all applicable (including export control) laws, regulations, directives (including without limitation Machinery directives 98/37/EC and 2006/42/EC) as well as any standards usually applied in the applicable field of industry, and do not contain any of the prohibited hazardous substances. Without limitation to the generality of the foregoing, the Seller particularly warrants that the Products are in compliance with all applicable laws and regulations of the country of destination and all applicable environmental directives, laws, regulations and standards.

9.2 Warranty period for the Products shall be 24 months from the date the End-Product in question is taken into commercial use. Under this warranty the Seller shall, without prejudice to any other rights accruing under this Agreement or under the applicable law, replace or repair without any delay the defected Product under warranty at a place selected by the Buyer and at the expense of the

Seller. The Seller shall bear all costs and damages, including but not limited to transportation, installation or dismantling costs and product recall costs, in relation to the aforesaid warranty obligations. In case the Seller does not fulfil the warranty obligations, the Buyer shall have the right to have the repairs or replacements done or to replace the Product at the expense of the Seller.

10. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

10.1 Any existing Intellectual Property Rights existing at the date of entering into this Agreement shall remain the property of the Party owning it. The Seller grants to the Buyer and its Affiliates, distributors and Customers a non-exclusive, perpetual, irrevocable, unlimited, worldwide, royalty-free, fully paid-up, transferable license under its own Intellectual Property Rights to use the Products.

10.2 The Seller warrants that the Products are free from infringement of any Intellectual Property Rights of any third party and do not, without the other Party's explicit written consent, contain, interface with, require or make use of any open source software or freely available software, and that the Seller shall, at its own expense, defend, indemnify and hold the Buyer and any of its Affiliates harmless from and against any claims or suits alleging such infringement by the Buyer and/or any of its Affiliates, their successors, Customers or subcontractors selling or using such Products.

11. Product Liability

The Seller shall indemnify and hold the Buyer and any of its Affiliates harmless from any claim based on damage to property or injury to or death of persons, including for product liability, arising out of or relating to this Agreement and/or the Products.

12. Confidentiality

Each Party shall not use or disclose to third parties for any purpose other than for the proper fulfilment of the purpose of this Agreement any technical, financial or commercial information received from the other Party in whatever form under or in connection with this Agreement without the prior written permission of the Disclosing Party. All information in relation to the Products to the extent developed and/or customised by or on behalf of the Buyer shall be deemed to be the Confidential Information of the Buyer.

13. Language

The correspondence language shall be English.

14. Force Majeure

Neither Party shall be responsible to the other for any delay or failure to fulfill any obligations under these General Conditions or any Purchase Order or for any damage caused thereby in the event of such delay, failure or damage being caused by events of Force Majeure. Events of Force Majeure shall include (without being limited to) strikes and other industrial disputes, war, acts of government, natural disasters, fire and explosions.

15. Supplier Code of Conduct

The Seller shall be committed to follow the principles set forth in Glaston Supplier Code of Conduct (<https://glaston.net/wp-content/uploads/2021/09/Glaston-Supplier-Code-of-Conduct.pdf>) as amended from time to time.

16. Applicable Law and Dispute

16.1 These Conditions shall be governed and construed in accordance with the laws of the country in which the Buyer has its domicile excluding the United Nations' Convention for the International Sales of Goods.

16.2 Disputes arising out of or relating to these Conditions shall be referred to a court which exercises civil jurisdiction in the place where the Buyer has its domicile.