



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

Art. 1 - Definitions

1.1. When used in these Conditions, each of the following terms shall have the meaning attributed to it below. Singular terms shall be understood as plural and vice versa where convenient:

- **Corporate Group:** Italmobiliare S.p.A., a company existing under Italian Laws, with registered office in Milan, Via Borgonuovo 20, VAT N. 00796400158, and all their subsidiaries, including but not limited to the Purchaser, in accordance with art. 2359 of the Italian Civil Code.
- **Conditions:** the present General Terms and Conditions for the purchase of goods and services;
- **Contract:** the document in which the obligations of the Purchaser and Supplier are set forth;
- **Contractual Relationship:** the legal relationship between the Purchaser and the Supplier which is provided with a legal and valuable consideration;
- **Good:** the object purchased by the Purchaser, such as, by way of example and not only: raw materials, semi manufactured products, end products, moulds, packaging, consumer goods, office supplies, etc.;
- **Offer:** the document with which the Supplier proposes a purchase to the Purchaser;
- **Order:** the purchase order, meaning the document with which the Purchaser formally accepts the Offer of the Supplier and agrees to the purchase of Goods;
- **Parties:** the Purchaser and the Supplier jointly;
- **Purchaser:** Officina Profumo Farmaceutica di Santa Maria Novella S.p.A., a company existing under Italian Laws, with registered office in Florence, Via della Scala 16, VAT N. 00459370482;
- **Request of an Offer:** a verbal or written statement through which the Purchaser informs the Supplier of a specific need of Goods or Services;
- **Service:** the services needed by the Purchaser and performed by the Supplier such as, by way of example and not only, catering, cleaning, shipping, and transportation services, the performance of hydraulic, electric or construction works, etc.
- **Supplier:** the Purchaser's counterpart in the business transactions;
- **Trademark:** every trademark, logo, distinctive sign, shape, brand, domain name, registered or unregistered, formed of words, images or else, owned or used by the Purchaser or licensed to the Purchaser;

Art. 2 - Scope of the General Terms and Conditions

The Conditions govern the relationship between the Parties in the case of a purchase by the Purchaser and shall be applicable to any Contractual Relationship regarding the purchase of Goods and/or Services, except when:

- a) one or more of the provisions hereto conflict with the specific type of purchase;



b) the Parties expressly agree otherwise in writing.

Art. 3 - General Provisions

3.1. The Conditions supersede any previous oral or written understandings, representations or agreements between the Parties relating to the content hereof.

3.2. Any reference to laws, regulations, bylaws, general provisions, decrees and Court orders shall be intended to the ones in force, and the Parties agree that any change, alteration or update of the foregoing shall oblige the Parties to adapt to said changes. The Supplier understands that any expenses borne to adapt to the changes constitute a contractual contingency.

3.3. Should the Purchaser tolerate the Supplier's breach of any provision of these Conditions, this shall not amount to and neither shall it be construed as the Purchaser's tolerance of any subsequent breaches of the Agreement by the Supplier and, in any case, it does not deprive the Purchaser of all remedies and protections established in the Agreement or provided for by the Law.

3.4. The Supplier is independent of the Purchaser and no agency, mandate, employment, joint venture relationship exists between the Parties or is established by these Conditions. Neither Party shall bind the other Party in any way toward third parties, nor can the Supplier enter into commitments or obligations with third parties in the name or on behalf of the Purchaser.

3.5. The Conditions, together with the Italian Civil Code and other Laws in force at the time of the Order if not expressly and specifically waived therein, govern each and any Contractual Relationship between the Parties. The Conditions do not release the Supplier from the duties and obligations set upon it by Laws, regulations, bylaws, general provisions, decrees and Court orders and, anyways, from the need to act with reasonable care.

Art. 4 - Contractual documents

4.1. Every purchase made by the Purchaser shall be formalized, by way of example and not only, through the following documents:

- Request of an Offer;
- Technical Specifications (laying out the technical characteristics of the Goods and/or Services);
- Offer;
- Undersigned Conditions;
- Order;
- Contract.

4.2. The Conditions form an integral and substantive part of each and any document governing the Contractual Relationship between the Purchaser and the Supplier. The execution of one of the documents described in art. 4.1 above implies the unconditional acceptance of the Conditions.

4.3. The Conditions do not entail the positive conclusion of pending negotiations or of future purchases.

4.4. If the Parties decide to regulate the purchase of a Good and/or of a Service through the draft of a Contract, the Conditions shall form an integral and substantive part of the latter, save if the provisions therein expressly derogate.



4.5. Unless otherwise provided, the provisions set out in the Conditions that are in contrast with the Order or the Contracts shall be deemed unenforceable.

Art. 5 - Non-exclusivity of the supplies

Save for any written agreement between the Parties, the Supplier shall have no right to exclusivity in the supply of Goods and/or Services.

Art. 6 - Supplier's Liability, assignment and sub-contract; penalty for delayed performance

6.1. Without prejudice to and excluding all cases of liability that may be attributable to the Supplier for the performance of the provisions set forth in the existing contractual relationship with the Purchaser, including the liability of the manufacturer as provided for by applicable regulations, the Supplier is also responsible to the Purchaser for the acts of their employees and third-party collaborators whom they have chosen or whose work they may make use of.

6.2. The Supplier may not assign Orders or Contracts, nor subcontract their performance, even partially, without the prior written authorization of the Purchaser. In the absence of such authorization, the Purchaser may terminate the relationship, however arisen, pursuant to Article 1456 of the Italian Civil Code.

6.3. Even if the subcontracting is authorized by the Purchaser, the Supplier remains in any case fully responsible to the Purchaser for the performance and supply of the Goods and/or Services

6.4. The assignment of credit to third parties is forbidden without the written authorization of the Purchaser.

6.5. If the Supplier fails to comply with the obligations undertaken with the Contract or with the Order, the Supplier shall be obliged to pay the Purchaser an amount equal to 5% (five percent) of the agreed price for the Goods and/or Services, if the delay in performance does not exceed 7 (seven) calendar days, or 10% (ten percent) of the agreed price for the Goods and/or Services if the delay continues, without prejudice to the Purchaser's further rights, including the right to claim compensation for any additional damages suffered as a result of the non-compliance.

Art. 7 - Intellectual and Industrial Property Rights

7.1. The Supplier understands that they have no right, claim and declares that they do not intend to acquire the intellectual or industrial property rights of the Purchaser, of the Corporate Group or of third parties in any way or manner, and expressly acknowledges that every right thereof is property of the Purchaser, of the Corporate Group or of third parties.

7.2. The Supplier undertakes not to file or cause the filing, in the Territory or elsewhere, of the Purchaser's Trademarks, names or other distinctive signs and not to file or cause the filing of any Trademarks, names or distinctive signs that may be confused with the Purchaser's.

7.3. In the event of termination of the Contractual Relation, for whatever reason it occurs, the Supplier undertakes to forthwith return to the Purchaser each and any Good in their possession branded with trademarks owned by the Purchaser, Corporate Group or third party having a legal right on the trademarks, and to give proof of the return.



7.4. In the case that the Purchaser does not provide the Supplier with the formulas or compositions of Goods or with the Trademarks to be employed on them, the Supplier guarantees that the Goods and their intended use do not infringe on third parties' intellectual property rights (such as trademarks or patents).

7.5. In the cases provided for in the previous Article 7.4, the Supplier hereby fully indemnifies the Purchaser from any and all claims, legal actions and requests for compensation that may be advanced by third parties due to acts of unfair competition, violation of patents or patent applications, trademarks or registered designs, and industrial and intellectual property rights related to Goods and/or Services.

7.6. If the Goods are manufactured on commission and under the direction or instructions of the Purchaser, or bear their Trademark, the Purchaser shall own any and all rights over the Goods themselves, including the right to prohibit the Supplier from selling, marketing, using, or otherwise exploiting them for economic purposes.

Art. 8 - Confidentiality

8.1. The Supplier acknowledges that any information, secret, document containing commercial or technical knowledge or related to technology constituting intellectual property and/or know-how of the Purchaser or another company of the Corporate Group, obtained, or of which the Supplier has come to know in connection with the Contractual Relationship or during the negotiations, execution or performance thereof ("**Confidential Information**"), are and shall remain the exclusive property of the Purchaser or another company of the Corporate Group.

8.2. The Supplier undertakes to keep confidential the Confidential Information and, in any case, the existence and content of the Contractual Relationship, and will do their utmost to ensure that authorized subcontractors maintain the same confidentiality, unless otherwise provided by judicial, administrative, arbitration awards, laws, and regulations or authorized in writing by the Purchaser. Similarly, the Supplier undertakes to keep confidential and not to disclose to third parties and/or use for purposes other than those for which they were obtained/communicated all Confidential Information belonging to the Purchaser or any other company within the Corporate Group, as well as all other commercial and industrial information obtained, or of which the Supplier has come to know in connection with the execution of the Contractual Relationship

8.3. Upon termination of the Contractual Relationship, the Supplier will promptly return to the Purchaser all documents containing the Confidential Information obtained and, anyways, in their possession.

Art. 9 - Processing of personal data in accordance with the General Data Protection Regulation (n. 679/2016)

9.1. In accordance with the *General Data Protection Regulation* ("**GDPR**"), the Purchaser informs the Supplier that their personal data will be processed by being entered into a database, as this is necessary for the proper management of the contractual relationship and to enable effective execution of agreements concluded or to be concluded between the parties in the future. The Supplier's personal data may be communicated by the Purchaser, to the extent of their respective competence, to entities and, in general, to any public and private party with respect to whom the



Purchaser has an obligation or need to communicate, and this is also for the most correct fulfilment of any respective obligation (including of instrumental nature) connected or referable to the Contract and/or to the Contractual Relationship. The data may also be communicated to external companies that perform specific assignments on behalf of the Purchaser (e.g. bookkeeping, balance sheets, tax compliance, management of information systems, market research, correspondence addresses); to banks and non-bank institutions for the management of collections and payments deriving from the execution of contracts; to consortia or associations having the purpose of protecting credit. The Purchaser also informs that the Data Controller is Officina Profumo Farmaceutica di Santa Maria Novella S.P.A., a company existing under Italian Laws and with registered office in Florence (Italy), Via della Scala, n° 16 50123.

9.2. At any given time, the Supplier may exercise the rights provided for by articles 15 and following of the GDPR by contacting the following address: privacy@smnovella.com / dpo@smnovella.com. By doing so, they may obtain:

- a) the update, rectification or, when there is an interest, the integration the data;
- b) the cancellation, transformation into anonymous form, or blocking of data processed in violation of the law, including data that do not need be retained in relation to the purposes for which the data was collected or subsequently processed;
- c) certification that the operations referred to in letters a) and b) have been brought to the attention, also with regard to their content, of those to whom the data has been communicated or disseminated, unless such fulfilment proves impossible or involves the use of means that are manifestly disproportionate to the protected right.

The Supplier has the right to object, in whole or in part,

- a) for legitimate reasons, to the processing of personal data concerning them, even if relevant to the purpose of collection;
- b) to the processing of personal data concerning them for the purposes of sending advertising or direct sales material, or for carrying out market research or commercial communication.

Art. 10 - Compliance with the provisions of Legislative Decree 231/2001

10.1. The Supplier is aware that the Purchaser and the Corporate Group have adopted an "Organizational, Management, and Control Model" provided by Legislative Decree 231/2001 with related attachments (hereinafter, the "**Model**"), available on the website <https://eu.smnovella.com/pages/corporate>, which constitutes a substantive and integral part of the Conditions, and which the Supplier declares to have reviewed.

10.2. The Supplier declares to adhere to the principles of the Model and its attachments and undertakes to comply with their contents, provisions, principles, procedures, and, in general, to refrain from any behaviour that could constitute the criminal offenses indicated in Legislative Decree 231/2001 and subsequent integrations and modifications as outlined in the Model.

10.3. The Supplier also undertakes to respect and ensure compliance by their collaborators, employees, and authorized subcontractors with all the principles, protocols, and procedures provided for in the Model, declaring to indemnify and hold harmless the Purchaser from any sanction or damage that may arise as a result of the Supplier's violation of said principles, protocols, and procedures.



10.4. The Supplier undertakes to provide the Purchaser, as soon as possible and in any case no later than 7 (seven) days from the request received, with any and all documents, data or information necessary to verify their compliance with the principles, protocols, and procedures provided for in the Model. The Supplier also undertakes to allow checks and/or inspections by the Purchaser's or the Corporate Group's Supervisory Body, or by other company officials or other specialized technicians with specific authorization. Such checks will be carried out in compliance with personal data protection regulations.

10.5. The failure to submit, partial or incomplete submission of the documents, data or information referred to in the preceding article to the Purchaser by the Supplier, or the refusal to allow checks and/or inspections as provided for in article 10.4, constitutes a serious breach, allowing the Purchaser to terminate the Contractual Relationship pursuant to Article 1456 of the Italian Civil Code.

10.6. The Supplier's failure to comply with the principles, protocols, and procedures provided for in the Model also constitutes a serious breach, allowing the Purchaser to terminate the Contractual Relationship pursuant to Article 1456 of the Italian Civil Code.

Art. 11 - Management of environmental compliance and compliance with the Code of Ethics, Sustainability Policies, and Supplier Charter

11.1. Supplier is aware that the Purchaser and the Corporate Group have adopted, along with the Model provided for by legislative decree 231/2001, the Ethical Code, Sustainability Policies, and Supplier Charter, which can be found on the website <https://eu.smnovella.com/pages/corporate>, and which are a substantive and integral part of the Conditions, and which the Supplier declares to have reviewed. Through the adoption of these documents, the Purchaser SMN has undertaken the process of adapting to the most relevant global standards with regards to human rights, correctness, environmental sustainability, and recyclability, as detailed, by way of example but not only, in the Universal Declaration of Human Rights, the Ten Principles of the Global Compact and the Sustainable Development Goals of the United Nations, the Conventions, Protocols, and Recommendations of the ILO, the Paris Climate Agreement, International Norms and Conventions on Animal Rights, and in standards such as SA8000, ISO 26000, GRI, SASB, and TCFD.

11.2. The Supplier is also aware that the Purchaser has, therefore, the primary need to ensure, among other things, that the supply of Goods and/or Services is entrusted exclusively to entities with specific requirements, and who can in turn guarantee, in addition to high production quality standards, due to the equally high level of quality and image of the Purchaser and points of sale of products bearing the Trademark, the full compliance with the Ethical Code, Sustainability Policies, and Supplier Charter, as previously described.

11.3. The Supplier, therefore, in addition to guaranteeing compliance with current regulations and the indications of the Purchaser for the production of Goods and performance of Services, agrees to fully comply with the Ethical Code, Sustainability Policies, and Supplier Charter, ensuring that throughout the entire production chain of the Supplier themselves, including any sub-supplier authorized by the Purchaser, the highest possible qualitative and technical levels of compliance with the aforementioned principles are respected, as an essential prerequisite for the ongoing effectiveness of the Contractual Relationship.



11.4. The Supplier undertakes to provide the Purchaser, as soon as possible and in any case no later than 7 (seven) days from the request received, with any and all documents, data or information necessary to verify their compliance with the provisions and principles contained in the Code of Ethics, Sustainability Policies and Supplier Charter. The Supplier also undertakes to allow checks and/or inspections by the Purchaser's or the Corporate Group's Supervisory Body, or by other company officials or other specialized technicians with specific authorization. Such checks will be carried out in compliance with personal data protection regulations.

11.5. The failure to submit, partial or incomplete submission of the documents, data or information referred to in the preceding section to the Purchaser by the Supplier, or the refusal to allow checks and/or inspections as provided for in article 11.4, constitutes a serious breach, allowing the Purchaser to terminate the Contractual Relationship pursuant to Article 1456 of the Italian Civil Code.

11.6. The Supplier's failure to comply with the provisions and principles contained in the Code of Ethics, Sustainability Policies, and Supplier Charter also constitutes a serious breach, allowing the Purchaser to terminate the Contractual Relationship pursuant to Article 1456 of the Italian Civil Code.

Art. 12 - Warranties and Inspections by the Purchaser

12.1. Subject to applicable laws, if the purchased Goods are covered by a warranty, the Supplier is obliged to replace the defective Goods upon first request of the Purchaser and at their own expense, as well as to carry out, at their own expense also, any necessary modifications and adjustments to ensure that the Goods meet the contractual conditions of the Order. The Supplier shall be liable for all consequences arising from the incomplete or partial performance of their obligations, as well as for the costs of repair, replacement, transport and travel resulting from the incomplete or partial performance. Similar provision shall apply, *mutatis mutandis*, to Services. In the event that the latter are not repeatable or replaceable, the Supplier shall indemnify or compensate the Purchaser for a value equal to the cost of the Services plus the damages suffered by the Purchaser.

12.2. The substituted, repaired or newly performed Goods or Services shall be under a new warranty identical to the previous one.

12.3. The Supplier grants to the Purchaser the right to carry out direct or indirect inspections, at any time, on the supply of Goods and Services. The Supplier agrees to provide the Purchaser with all the necessary assistance during the performance of the aforementioned inspections. In the event that, during the inspections, the Purchaser raises objections regarding the obligations due by the Supplier, the latter shall, at their own expense, remedy the problems complained of within a reasonable period of time. If the Supplier fails to comply, the Purchaser may terminate the Contract in accordance with Article 1456 of the Italian Civil Code.

Art. 13 - Delivery, acceptance of goods and/or services and disputes

13.1. The Goods shall be delivered to the Purchaser at the place indicated in the Order or in the Contract or in other documents, or to third parties if expressly indicated by the Purchaser. The



delivery terms contractually established are to be considered essential and refer to the dates on which the Goods must be delivered.

13.2. Any discrepancies or non-conformities of the Goods with what was agreed upon by the Parties, and any visible defects, must be reported to the Supplier in writing within 15 (fifteen) working days of delivery. For latent defects or non-conformities, the deadline for reporting shall be set at 15 (fifteen) working days from the discovery thereof.

13.3. If the Goods delivered to the Purchaser are found to have defects or non-compliances, the Purchaser can choose to either demand that the Supplier replaces the defective Goods, or return the Goods to the Supplier, who will reimburse the Purchaser the amount paid for the supply of the goods, as well as any damages suffered.

13.4. Similar provisions apply, *mutatis mutandis*, for Services.

Art. 14 - Prices, Invoicing and Payments

14.1. Unless otherwise expressly provided in the Order, in the Contract, or in any other document agreed upon by the Parties, the agreed prices are considered fixed and final, not subject to revision or adjustment. The terms, conditions, and payment methods are specified in the Order, in the Contract, or in any other document agreed upon by the Parties.

14.2. The Supplier may issue an invoice following the verification of quantities and acceptance by the Purchaser.

14.3. Payment of the invoice balance does not imply a waiver by the Purchaser of any claims for defects and/or non-conformities of the Goods or Services provided.

14.4. The agreed fees will be paid upon presentation of a regular invoice or equivalent document.

Art. 15 - Termination and Discharge by Breach

15.1. The Purchaser may terminate the Contract early and with immediate effect by written notice to the Supplier if, for any reason, the competent authorities revoke or suspend the authorizations necessary for the Supplier to supply the Goods or Services.

15.2. The Purchaser may terminate the Contract if the Supplier is subject to insolvency proceedings or bankruptcy.

15.3. Without prejudice to any other remedies provided for by the Law and in any case those relating to cases of serious breach, for which the Purchaser may terminate the Contract at any time and without notice pursuant to Article 1456 of the Italian Civil Code, in the event of non-fulfilment of the obligations of the Supplier under these Conditions, the Purchaser shall have the right, after 15 (fifteen) days' default notice remaining unsuccessful, to:

- have a third-party company of their choice perform the Services or provide the Goods not performed or provided by the Supplier, at the expense of the latter, even if at a higher cost, without prejudice to the application of the delay penalties provided for in Article 6.5;
- terminate the Contract by pec, registered letter with return receipt or express courier, without prejudice to the right to damages

15.4. The provisions of this article shall apply during the warranty period as well.



15.5. The Purchaser may also terminate the ongoing Contractual Relationship with the Supplier with 10 (ten) days' notice, to be sent by pec, registered letter with return receipt, or express courier with proof of receipt, in the event of changes in the financial or commercial situation or ownership of the Supplier that may compromise the activity or interests of the Purchaser.

Art. 16 - Insurance

16.1. Whenever the nature of the Goods or Services provided requires it, and/or the Goods or Services provided may pose a risk to the Purchaser and/or to their customers or employees or collaborators in general, or if the Purchaser expressly requires it, the Supplier is required to take out insurance with a leading insurance company to cover the aforementioned risks. The insurance policy must be in effect from the first day of the validity of the Contractual Relationship and must remain valid for the entire duration of the Contract.

16.2. The Supplier shall provide the Purchaser with a copy of the insurance policy/policies referred to in the preceding article within one week from the start of the Contractual Relationship and proof of payment of the related premium.

16.3. The existence of an insurance contract will not eliminate or reduce the direct liability of the Supplier under these Conditions.

16.4. The Supplier undertakes to do everything necessary to obtain any reimbursements from insurance companies and, in the presence of third-party liability, to obtain any compensation and damages to which they may be entitled.

Art. 17 - Force Majeure

17.1. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached the provisions of these Conditions, for any failure or delay in fulfilling or performing any term of these Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes lasting more than 7 (seven) days.

17.2. The lack of workforce and/or the impossibility of entering into agreements with subcontractors shall not be considered a force majeure event.

17.3. If the force majeure event lasts for a period longer than 2 (two) weeks, the Purchaser may terminate the Contract, cancelling all deliveries of Goods or Services still to be made.

Art. 18 - Applicable Law and Competent Jurisdiction

The Contractual Relationship and any other relationship between the Parties are governed by Italian law. Any dispute between the Purchaser and the Supplier connected to or arising from these Conditions will be subject to the exclusive jurisdiction of the Court of Florence.

Art. 19 - Safeguard clause and acceptance of the Conditions



19.1. In case of disputes that may arise between the Parties for any reason, the Supplier may not suspend the supplies in any case, unless otherwise instructed by the Purchaser.

19.2. These Conditions shall in any case apply if the Supplier, even if not having executed them, nonetheless proceeds with what is requested by the Purchaser. No cancellations, erasures or modifications of any kind whatsoever to these Conditions shall be allowed.

19.3. Pursuant to and for the effects of articles 1341 and 1342 of the Italian Civil Code, the Supplier represents they are fully aware of and expressly approve the clauses contained in the following articles:

3 (General Provisions) - 4 (Contractual documents) - 5 (Non-exclusivity of the supplies) - 6 (Supplier's Liability, assignment and sub-contract; penalty for delayed performance) - 8 (Confidentiality) - 10 (Compliance with the provisions of Legislative Decree 231/2001) - 11 (Management of environmental compliance and compliance with the Code of Ethics, Sustainability Policies, and Supplier Charter) - 12 (Warranties and Inspections by the Purchaser) - 13 (Delivery, acceptance of goods and/or services and disputes) - 14 (Prices, Invoicing and Payments) - 15 (Termination and Discharge by Breach) - 17 (Force Majeure) - 18 (Applicable Law and Competent Jurisdiction) - 19 (Safeguard clause and acceptance of the Conditions).

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SUPPLY AND SERVICES

If you are interested in becoming a qualified supplier for Officina Profumo Farmaceutica di Santa Maria Novella S.p.A. please send an email to supplier@santamarianovella.com indicating your company name and all the necessary contact information.