

**Summary**

1. Effectiveness.....	1
2. Agreements .....	1
3. Conflicting provisions .....	1
4. Price changes.....	2
5. Delivery.....	2
6. Partial execution.....	2
7. Certifications.....	2
8. Intellectual property.....	2
9. Obligation to comply with the Organisational Model pursuant to Italian Legislative Decree 231/01 and the Code of Ethics and Indemnity .....	3
10. Disputes and claims due to defects.....	3
11. Warranty.....	3
12. Insurance .....	3
13. Reservation of ownership.....	3
14. Prices and payment methods.....	3
15. Confidentiality .....	4
16. Withdrawal .....	4
17. Express termination clause.....	4
18. Reports pursuant to Italian Legislative Decree 231/01.....	4
19. Governing law and jurisdiction.....	4

**1. Effectiveness**

These general conditions of purchase shall be effective for any order unless expressly waived in writing by the parties.

**2. Agreements**

Any verbal agreements, declarations or commitments of agents and staff of Diachem SpA made before, at the same time or after the signing of these general conditions of purchase shall not be binding on Diachem SpA unless confirmed by the latter in writing.

**3. Conflicting provisions**

In the event of conflict between the conditions present in the Supplier's contractual documentation (e.g. orders, offers, confirmations) and these general conditions of purchase, the latter shall prevail, unless Diachem SpA wishes otherwise and expresses this in writing.

Compiled by, on	Verified by, on	Approved by, on
R-SQ Elisabet Zanini 10/09/2024	O&TMM Lead Luca Dubbini 11/09/2024	DIR Gianluigi Dubbini 11/09/2024

 IACHEM <small>Member of the Dow Chemical Company</small>	<b>Quality, Safety, Environment Management System</b>	Page 2 of 4
<b>MSG-SQ484</b>	<b>CONDITIONS OF PURCHASE</b>	<b>Edition 2</b> <b>Date 11/09/2024</b>

#### 4. Price changes

The prices determined by the Supplier and accepted by Diachem SpA may not undergo any variation unless otherwise agreed in writing by the parties.

#### 5. Delivery

The delivery terms indicated in the order are mandatory and essential in the interest of the buyer. Unless otherwise agreed in writing between the parties, the supply shall be understood as "Delivered at Place (DAP) – Diachem S.p.A Via Mozzanica 9/11 24043 Caravaggio BG".

Each shipment shall be accompanied by the relative transport documents, which, in addition to the legal indications, must show the order number of Diachem SpA, the product codes as they appear on the Diachem SpA purchase orders, and the address of the plant where the delivery will take place. If, due to circumstances beyond the Buyer's control, it is impossible or in any case seriously difficult to proceed with the taking over of the products, Diachem SpA shall be entitled to delay the taking over for as long as such circumstances exist.

The Supplier shall be liable to indemnify the Buyer for any damage resulting from delay in delivery with the sole exception of damage resulting from force majeure. In any case, force majeure may not be invoked if it occurs after the expiry of the agreed delivery period and in no case shall the delays of the sub-suppliers be considered force majeure. If the circumstance of force majeure results in a delay in delivery of more than thirty (30) days or a delay that is in any case incompatible with the production needs of Diachem SpA, the latter reserves the right to terminate the Contract, in whole or in part, by simple written notice to the Supplier.

#### 6. Partial execution

It is not possible, unless accepted in writing by Diachem SpA, to partially execute the supply.

#### 7. Certifications

At the same time as the supply, the Supplier undertakes to send Diachem SpA the certifications relating to the raw material used, the origin of the goods, compliance with technical standards, and the declaration relating to customs codes.

The Supplier guarantees compliance with the rules relating to safety and health in the working environment in which the goods supplied are made and with the protection of the environment.

#### 8. Intellectual property

The supplier declares and guarantees that the use by Diachem SpA of recipes, materials, information, projects or any other resource provided by the supplier does not violate the intellectual property rights of third parties, including but not limited to copyrights, patents, trademarks or trade secrets. The Supplier undertakes to indemnify and hold Diachem SpA harmless from any claim, legal action, damage, cost or expense, including legal fees, arising from any violations of intellectual property rights connected with the provision or use of the resources provided by the Supplier.

<b>Compiled by, on</b>	<b>Verified by, on</b>	<b>Approved by, on</b>
R-SQ Elisabet Zanini 10/09/2024	O&TMM Lead Luca Dubbini 11/09/2024	DIR Gianluigi Dubbini 11/09/2024

 IACHEM <small>Member of the Dow Chemical Company</small>	<b>Quality, Safety, Environment Management System</b>	Page 3 of 4
MSG-SQ484	<b>CONDITIONS OF PURCHASE</b>	<b>Edition 2</b> <b>Date 11/09/2024</b>

### 9. Obligation to comply with the Organisational Model pursuant to Italian Legislative Decree 231/01 and the Code of Ethics and Indemnity

The Supplier is aware that Diachem SpA has adopted and implements an Organisation, Management and Control Model pursuant to Italian Legislative Decree 231/01, with the related Code of Ethics and Disciplinary System, which it declares to have read from the company website and to have understood.

The Supplier undertakes to adhere to the principles of the aforementioned Organisation, Management and Control Model and its annexes and to respect its contents, principles, and procedures and, in general, to refrain from any conduct that may constitute a criminal offence according to Italian Legislative Decree no. 231/01 and its subsequent amendments and additions, as implemented by the Organisation, Management and Control Model.

It also undertakes to respect and ensure that its employees comply with all the principles contained in the aforementioned documentation and the behavioural protocols established by our organisation pursuant to Italian Legislative Decree 231/01. The violation of the rules set out in the aforementioned documents shall constitute a serious contractual breach.

The Supplier hereby indemnifies Diachem SpA for any penalties or damages that may arise to the latter, as a result of the violation of the aforementioned documents by the Supplier or its employees.

### 10. Disputes and claims due to defects

Disputes connected to incomplete or incorrect deliveries or claims due to recognisable and obvious defects shall be communicated by Diachem SpA to the Supplier in writing within three (3) months of their delivery.

### 11. Warranty

The Supplier guarantees that the goods produced and marketed comply with national and international regulations governing the matter and guarantees the excellent quality of the raw materials used.

The Supplier also guarantees that the goods and/or services comply with the requests and specifications contained in the purchase order of Diachem SpA.

### 12. Insurance

The Supplier assumes the responsibility of taking out and maintaining suitable insurance policies to cover the risks assumed and potential damages incurred with the execution of the contract.

### 13. Reservation of ownership

The ownership and risks relating to the supply shall pass to Diachem SpA at the time of delivery, unless otherwise agreed by both parties in writing.

### 14. Prices and payment methods

The prices indicated in the order must be understood to include all taxes or ancillary expenses, as well as, unless otherwise expressly provided for in the orders themselves, transport costs.

The prices and related payment methods are specified in the order signed by Diachem SpA.

<b>Compiled by, on</b>	<b>Verified by, on</b>	<b>Approved by, on</b>
R-SQ Elisabet Zanini 10/09/2024	O&TMM Lead Luca Dubbini 11/09/2024	DIR Gianluigi Dubbini 11/09/2024

 IACHEM <small>Member of the IACM Group</small>	<b>Quality, Safety, Environment Management System</b>	Page 4 of 4
MSG-SQ484	<b>CONDITIONS OF PURCHASE</b>	Edition 2 Date 11/09/2024

The invoices shall be issued by the Supplier and transmitted to Diachem SpA in electronic format, unless otherwise agreed by both parties in writing.

#### 15. Confidentiality

For the entire duration of the supply and for ten (10) years from the interruption of the same, the parties undertake to treat the confidential information of which they have become aware during the same, with the utmost confidentiality and only to the extent that this is necessary to carry out the activities covered by the supply.

#### 16. Withdrawal

Diachem SpA reserves the right to withdraw from the contract freely and at any time without any obligation to give reasons, upon prior notice to be communicated in writing to the Supplier by registered letter with return receipt or certified email. The withdrawal will take effect thirty (30) days after receipt of the communication.

#### 17. Express termination clause

If the Supplier, or any of its employees, violates the precepts referred to in the Code of Ethics and the Organisation and Management Model of Diachem SpA, as well as in the event of the commission of predicate offences of Italian Legislative Decree 231/01 by the Supplier or any of its employees, Diachem SpA may terminate the contract by communication to be sent by registered letter with return receipt or certified email. The termination shall have immediate effect from the date on which the notice is received. Diachem SpA may also take action for compensation for any damage suffered or that might be suffered.

#### 18. Reports pursuant to Italian Legislative Decree 231/01

The Supplier undertakes to report to the Supervisory Body of Diachem SpA cases of violation of the principles contained in all the aforementioned documents, in the manner indicated in the Code of Ethics and in the Protocols and instructions for the management of Whistleblowing Reports outlined on the website [www.diachemagro.com/Whistleblowing](http://www.diachemagro.com/Whistleblowing).

The Supplier shall make itself available in order to allow the execution of checks by the Supervisory Body pursuant to article 6 of Italian Legislative Decree 231/01 of our organisation, subject to agreement on the timing. The controls must comply with labour law and the law on the protection of personal data.

The Supplier is informed and accepts that the checks can also be carried out by the company departments of Diachem SpA or by third party specialists in charge thereof.

#### 19. Governing law and jurisdiction

These general conditions of purchase, as well as the individual contracts stipulated in its context, are governed by Italian law.

For any dispute arising from the supply relationships governed by these general conditions or in any case connected with the same, the judicial authority of the court of Bergamo shall have exclusive jurisdiction with the express and concurrent exclusion of any other possible competing or alternative forum.

Compiled by, on	Verified by, on	Approved by, on
R-SQ Elisabet Zanini 10/09/2024	O&TMM Lead Luca Dubbini 11/09/2024	DIR Gianluigi Dubbini 11/09/2024