



## **GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES**

1. These General Terms and Conditions of Purchase ("General Conditions"), unless derogated by a specific written agreement of the parties, apply to all sales of goods and/or of services made by your company ("Supplier") in favor of Copan Industries Inc ("Copan"). By accepting these General Terms and Conditions, the Supplier waives the application of any of its own conditions of sale, which shall be considered ineffective between the parties. Should the purchase orders have as their subject only the purchase of goods, the provisions of these General Terms and Conditions which make specific and exclusive reference to services, and vice versa, will not apply.
2. The Supplier undertakes to supply the goods and/or to provide the services to Copan in accordance with these General Terms and Conditions and with any technical, functional or quality specification relating to the goods or to the methods of providing the services ("Specifications") agreed between the parties, which form an integral part of these General Terms and Conditions. Copan purchase orders must contain the order number, the date, the exact indication of the goods and/or services (code and quantity), the unit price and the total price. Supplier must confirm receipt of the order and the date of shipment and/or completion of the requested services within 3 days of receipt of the order. Once the purchase order is confirmed, it becomes binding for the Supplier. In the case of supply of goods, unless otherwise agreed with Copan, the Supplier must deliver the goods no later than the date indicated in the order, for each purchase item. In the event of an unjustified delay in the delivery of the supply, the Supplier will be required to pay Copan a penalty of 2% of the net amount of the value of the delayed goods/services for each full week of delay, for a maximum of 4 weeks.
3. Unless otherwise indicated, delivery is understood to be FCA - Free Carrier (Incoterms® 2020), the Supplier's establishment. The Supplier must pack the goods in a manner suitable for shipment, according to the applicable standards on the subject and/or in accordance with the specifications agreed with Copan. It is understood that ownership of the goods is transferred to Copan at the time the payment is completed.
4. The price of the goods and/or services is indicated in the order and, unless otherwise specified, is expressed in Dollars, net of VAT. Shipping costs, unless otherwise indicated, are always excluded and will be borne by Copan. In any case, the prices do not include customs duties, other duties, taxes or import taxes and the like. Copan undertakes to pay each invoice to the current account indicated by the Supplier and within the terms agreed between the Parties, or in the case of non- indication, no later than 90 days EOM.
5. The Supplier guarantees that the products supplied and/or the services performed comply with the quality standards required for such type of goods/service and with any Specifications agreed upon. Any changes to the Specifications must be agreed in advance



in writing with Copan. Upon delivery of the goods, Copan is required to check the packaging and to immediately report any damage or defect thereof to the Supplier. Passing the acceptance checks does not release the Supplier from liability for defects and lack of compliance ascertained subsequently.

6. The Supplier guarantees the products and their proper operation for a period of 12 months or, where applicable, until their expiry date from the moment of receipt of the goods by Copan. Copan must notify any complaints regarding the quality of the products to the Supplier within 30 days of the discovery of the alleged defect. In the event of an ascertained defect of the product, which makes it unsuitable for the use for which it is intended, Copan, at its discretion, may alternatively request the repair or replacement of the defective product. The repair or replacement of the defective product will be carried out by and at the expense of the Supplier. The Supplier will be liable for any damages to persons or property which Copan may have to respond to, as attributable to design and/or manufacturing faults or defects of the products supplied and/or of the services provided by the Supplier. To this end, the Supplier declares to have taken out a suitable insurance policy to cover possible damages to persons and/or property which derive from the product and/or service.
7. Where applicable, Supplier shall provide Copan with all the documentation proving the Supplier's compliance with OSHA Hazard Communication Standard (29 CFR 1910.1200) (i.e., "GHS-USA" regulation) and subsequent amendments; specifically, the Supplier must identify the presence of:
  - Substance(s) listed on the NTP report on Carcinogens
  - Substance(s) listed on the IARC Monographs
  - Substance(s) listed as OSHA Carcinogen(s)
  - Substance(s) listed as NIOSH Carcinogen(s) highlighting their name and CAS number
  - Send the data sheet - MSDS in case of the product supplied contains substances that can be classified as dangerous, in accordance with USA - Federal regulations
  - TSCA - Toxic Substances Control Act
  - Substance(s) listed under California Proposition 65 Send, upon request of Copan, the data sheet - MSDS, in case of the product supplied contains substances that can be classified as non-hazardous, in accordance with the applicable law
6. When carrying out the services and manufacturing the products, the Supplier must ensure that its personnel are in compliance with the legal provisions on salaries, contributions, tax, welfare and insurance as well as with all current legislation on subordinate (laws, regulations and national collective bargaining agreements), semi-subordinate employment relationships or collaborative and qualified work relationships suitable for the work to be performed. The Supplier also undertakes to apply the current legislation on occupational safety, health and the environment.



7. The Supplier undertakes to maintain the utmost confidentiality towards third parties in relation to the activities subject of the supply, the products/services, the Specifications, the corporate organizational structure and the activities of Copan and any other information which it may become aware of as a result of or whilst executing the service requested by Copan. The confidentiality obligations relating to corporate or industrial secrets owned by Copan (such according to Italian law) will have perpetual validity. In particular, the Supplier will take all necessary precautions to safeguard this confidentiality and will impose this obligation on its employees and/or collaborators, prohibiting them from any abuse of the information received or acquired. The Supplier may disclose or communicate or otherwise use confidential information only if this is required by law or by Public Authorities when carrying out their functions and to the extent strictly necessary to implement the law or the legitimate order of the Authority. In this case, the Supplier is obliged to immediately notify Copan of the circumstance. Upon Copan's request, the Supplier must return and/or eliminate Copan's confidential material within 30 days of submitting the request. Unless otherwise agreed in writing between the Parties, the Supplier is not authorized to make any disclosure and/or press release to third parties regarding the collaboration subject of the service and/or the existence of the agreement itself.
8. Should these General Terms and Conditions not be timely executed due to reasons of force majeure, the chargeability of the services remains suspended until the impediment ceases. Facts not attributable to the Parties and not foreseeable with ordinary diligence that make the performance of one or both Parties impossible or excessively burdensome may constitute cases of force majeure (for example wars, revolutions, riots, blocks or restrictions of commercial transits, fires, natural disasters, strikes, lockouts, restrictions on the use of energy, general lack of raw materials or of other elements which are essential for production, pandemics, etc.). The Party which is unable, or which finds it extremely difficult to provide its services due to force majeure, must notify the other promptly in writing, also indicating the date on which the execution of the supply/services may, presumably, be restored. Should the causes of force majeure last for more than 60 days, either Party may terminate this General Conditions by a prior written notice.
9. Where applicable, the Supplier declares to have read the corporate regulations on cybersecurity and personal data protection and undertakes to comply with all the Copan group's security policies, procedures and standards. In particular, the Supplier undertakes to notify the company contact person of any security breach concerning the subject of the supply no later than 24 hours from the time of its detection.
10. These General Conditions are governed by law of Porto Rico and any dispute that may arise in relation to the same will be subject to the exclusive jurisdiction of the Court of Porto Rico.