

GAMMA CHIMICA S.p.A.
GENERAL TERMS AND CONDITIONS OF SUPPLY
(Edition: January 2026)

1. PARTIES TO THE CONTRACT

1.1 In these General Terms and Conditions of Supply (the “GTC”), “Supplier” shall mean **GAMMA CHIMICA S.p.A.** – a company of the Stockmeier Group of Bielefeld (Germany) – with registered office in Lainate (MI), Via Lepetit 8, registered with the Milan Companies’ Register, tax code and VAT number 04611330152.

Any changes in the company name or registered office shall have no effect on the validity and effectiveness of these GTC.

1.2 “Purchaser” shall mean any party – whether a private individual, sole trader or company in corporate form – requesting the supply of the Products.

2. SCOPE OF APPLICATION AND EFFECTIVENESS

2.1 These GTC shall apply to all supplies/sales made by the Supplier and shall govern all future relationships between the Supplier and the Purchaser, even in the absence of an express reference thereto in the supply/sale contract.

2.2 The relationships governed by these GTC concern the supply of all products marketed in Italy by the Supplier (the “Products”).

2.3 Any derogations from, or amendments to, these GTC shall have no effect unless resulting from a written agreement duly signed by both the Supplier and the Purchaser.

2.4 By signing these GTC, and in any event by submitting any order to the Supplier, the Purchaser unconditionally waives the application of its own general terms and conditions of purchase.

2.5 Any invalidity or unenforceability of any clause or condition contained in these GTC shall not affect the validity, effectiveness or enforceability of the remaining clauses and conditions.

3. DELIVERY TERMS

3.1 Delivery terms indicated by the Supplier are purely indicative, as they are based on normal operational planning, and shall not constitute essential terms pursuant to Article 1457 of the Italian Civil Code. Without prejudice to the Supplier’s undertaking to use all reasonable efforts to comply

with such terms, any delays not attributable to wilful misconduct or gross negligence of the Supplier, including those arising from normal fluctuations or critical issues in procurement, production, storage or transport activities, shall not constitute a breach of contract and shall not entitle the Purchaser to terminate the contract or claim compensation for any damages, whether direct or indirect. In any event, the Supplier undertakes to promptly inform the Purchaser of the occurrence of any material delays, indicating, where possible, the new estimated delivery date.

4. PRICES

4.1 All prices are net of VAT and any other charges, taxes, duties and costs connected with the supply, ex works Castelnovetto (PV), Italy, unless otherwise agreed.

4.2 Any special packaging shall be charged separately to the Purchaser in addition to the invoiced price.

4.3 The Supplier warrants that the Products comply with the declared technical specifications and with the applicable regulations on health, safety and the environment.

5. PAYMENTS

5.1 Unless otherwise indicated in writing by the Supplier, payments shall be made by bank transfer or bank receipt at the Supplier's registered office no later than the terms indicated on the invoice.

5.2 In the event of late payment, default interest may be charged to the Purchaser, at the Supplier's discretion, at the rate provided for by Italian Legislative Decree no. 231/2002 (as amended by Legislative Decree no. 192/2012 and any subsequent amendments), starting from the invoice due date.

5.3 Any advances or partial payments shall always be allocated, in order, first to any collection costs, then to any default interest and finally to the principal amount.

6. ORDERS. CANCELLATION PENALTIES

6.1 The supply/sale contract shall be deemed concluded once the Supplier has sent the order confirmation to the Purchaser.

6.2 The Supplier reserves the right to charge the Purchaser a penalty equal to at least 10% (ten per cent) of the order amount (without prejudice to the Supplier's right to claim compensation for any proven greater damage) in the event of cancellation of the order after its submission.

7. INSPECTIONS. CLAIMS

7.1 Upon delivery, the Purchaser shall verify the absence of any apparent and identifiable defects in the Products.

7.2 Such prior inspection constitutes an obligation of ordinary diligence incumbent upon the Purchaser and, in the event of failure to comply therewith, pursuant to Article 1227 of the Italian Civil Code, no compensation shall in any event be due by the Supplier.

7.3 The Purchaser shall forfeit any warranty rights for defects if it fails to notify the Supplier in writing, in a detailed manner, of its claims within the statutory time limits.

The Products subject to claims shall be kept available to the Supplier in the condition in which they were delivered.

8. SUPPLIER'S LIABILITY. FORCE MAJEURE

8.1 The Supplier warrants that the Products are free from defects in materials and workmanship.

8.2 In any event, the Supplier shall be exempt from all liability in the event of failure or partial failure to supply due to company and/or general strikes, insurrection, state of war, natural disasters or nuclear incidents, pandemics, fires, shortages of raw materials and/or energy sources and, more generally, any other event or circumstance constituting force majeure.

Upon the occurrence of any such event, the Supplier shall notify the Purchaser in writing and shall have the right, at its sole discretion, either to revoke acceptance of the order (in which case any advances received shall be returned to the Purchaser without accrual of interest), or to set a new term, not exceeding 60 (sixty) days, for performance of the supply.

9. RETENTION OF TITLE. TRANSFER OF RISK

Ownership of the Products shall remain with the Supplier until the purchase price has been paid in full by the Purchaser, it being understood that the transfer of risk to the Purchaser shall occur upon delivery.

10. PACKAGING AND CONTAINERS – INTERMEDIATE BULK CONTAINERS (IBC)

10.1 Unless otherwise indicated in writing by the Supplier, the IBCs used for delivery of the Products shall remain the property of the Supplier.

10.2 The IBCs must be returned to the Supplier in the same condition in which they were delivered: empty, intact and suitable for reuse. They must show no structural damage; the inner bottle, metal

cage, pallet and any other functional component must be intact, free from dents, breakages or evident advanced oxidation phenomena. The inner bottle must be clean and free from product residues: for low-viscosity substances, a maximum residue of 1 kg is permitted, while for high-viscosity substances the maximum permitted residue is 5 kg. Should the IBCs show product residues exceeding the permitted limits, contamination by foreign substances or evidence of improper use, they shall not be collected. The exterior of the IBC must be free from solidified product residues. All original labels, including product labels, identification plates and labels relating to hazardous materials, must be present, legible and not removed or damaged. Discharge valves, caps and any other closure systems must be present, intact and fully functional.

Each empty IBC must be returned within 180 (one hundred and eighty) days from delivery, properly closed and in safe transport conditions, in the same manner as required for a full container. Alternatively, and if so agreed in writing, the IBCs may be entrusted by the Purchaser to the carrier when the first subsequent delivery of Products. The costs of returning the IBCs shall be borne by the Supplier. The number of containers specified in the collection request must correspond to the actual number of IBCs available for collection at the Purchaser's premises.

10.3 Until their return, the Purchaser shall be deemed the custodian of such packaging and containers, with all related responsibilities.

10.4 Should the time limits referred to in point 10.2 elapse without result, the Supplier shall be entitled, at its sole discretion, to issue and send to the Purchaser a sales invoice, payable on sight, for an amount equal to the purchase cost of the relevant containers or packaging.

11. CONFIDENTIALITY

11.1 All technical, commercial and/or financial information and data concerning the Supplier, the Stockmeier Group and/or the Products, of which the Purchaser becomes aware by virtue of its contractual relationships with the Supplier, shall be deemed confidential, except where such information is in the public domain or otherwise accessible through requests to, or examination of, databases, websites, public registers and/or archives or promotional material.

11.2 The Purchaser undertakes to:

- keep such information and data confidential and not disclose them, for any reason whatsoever, outside its own corporate organisation;
- not use such information and data for purposes other than the proper use of the Products.

11.3 The obligations set out above shall lapse 60 (sixty) months after the date of the last purchase of Products made by the Purchaser.

12. PRIVACY

The Purchaser undertakes to process the personal data of natural persons acting on behalf of the Supplier in compliance with the General Data Protection Regulation (GDPR), the national legislation implementing it and any other applicable legislative or regulatory instruments from time to time.

13. GOVERNING LAW

These GTC and any supply contract entered into between the Supplier and the Purchaser shall be governed by, and construed in accordance with, Italian law.