

General terms and supply conditions

1. Application terms

- 1.1 This agreement regulates and governs the business relationships between DeatexGroup s.r.l. (VAT N°: IT 07365630966) and its Customers.
- 1.2 These General Conditions, unless expressly waived by the parties in writing, will apply to all orders received and confirmed by DeatexGroup.
- 1.3 These General Conditions are an integral part of each offer or order confirmation and will prevail over any other non-standard clause reported in forms or other documents drawn up by the Parties or by the Customer. Therefore, any provisions that differ from or conflict with these General Conditions or any purchase conditions set by the Customer will be binding for DeatexGroup only if accepted in writing.

2. Products

- 2.1 DeatexGroup designs, searches, develops, produces, supplies and markets nonwoven fabric, as well as the related semi-finished and/or finished products requested by the Customer, for which technical specifications have been previously signed (following sampling where required), prices have been agreed upon and approved and transport methods and charges have been determined.

3. Orders and order confirmations

- 3.1 Orders must always be sent to DeatexGroup in writing, reporting: product type; quantities; required delivery date; useful and necessary references for issuing the invoice.
- 3.2 In the case of telephone orders, the Customer will be asked to sign the order confirmation for acceptance and approval.
- 3.3 By sending the purchase/supply order, the Customer acknowledges that the aesthetic characteristics, the technical and functional specifications of the materials and/or items ordered have been carefully examined and meet specific requirements and, therefore, are suitable for the intended use, either directly or indirectly.
- 3.4 DeatexGroup will have the right to reduce or increase the quantities indicated in the Order Confirmation to meet its packaging standards, in agreement with the Customer.
- 3.5 Purchase orders, prices applied, delivery schedules and packaging standards will be considered finalized at the time of transmission of the Order Confirmation by DeatexGroup.
- 3.6 Any additions and/or changes in orders and/or cancellations of orders and/or delivery requests must be communicated in writing, within five working days after the shipment date reported in the Order Confirmation. In the case of orders with urgent delivery, the additions and/or changes must be communicated in writing within 48 hours of receipt of the Order Confirmation.

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- 3.7 In the case of long-term programs (automotive), any additions and/or changes and/or cancellations of orders and/or delivery requests must be communicated in writing, within five working days prior to the shipping date indicated in the Order Confirmation.
- 3.8 Any changes in the order received after the terms indicated in paragraphs 3.6 and 3.7 will be processed with the timing of a new order. Any supplementary agreements made verbally will not be valid unless confirmed in writing by DeatexGroup.
- 3.9 Purchase orders and their respective delivery schedules, insofar as they refer to specific orders, will be binding unless they are canceled by written notice within two working days of receipt of the Order Confirmation.

4. Prices

- 4.1 Prices are shown in the Order Confirmation and, unless otherwise specified, are expressed in Euro, after VAT, and include the packaging suitable for shipment.
- 4.2 In any case, prices will not include transport, customs duties, export fees or taxes, unless otherwise agreed upon between the parties.
- 4.3 DeatexGroup will notify the Customer of any rise in prices due to increases in the cost of raw materials or other fees, with recalculation of the price to be agreed upon with the Customer in writing.

5. Payments

- 5.1 Methods and timing of payments will be agreed upon in advance with the Customer and reported in the Order Confirmation.
- 5.2 In the event of late or missed payment with respect to the terms indicated in the Order Confirmation, the Customer, without the need of a specific formal notice, will be charged with default interest at the current rate established by Legislative Decree 231/2002.
- 5.3 In the event of delays or missed payments, either total or partial, by the Customer for the delivered goods, DeatexGroup will have the right to suspend, until full payment of the outstanding balance, without any prior notice to the Customer, any further shipment, even if referring to a purchase order other than the one involved in the late/missed payment.
- 5.4 No claim or dispute will give the Customer the right to delay or suspend payments.

6. Transport and delivery

- 6.1 Delivery methods and transport charges are agreed upon in advance with the Customer and reported in the Order Confirmation.
- 6.2 Delivery will be based on the schedule agreed upon between DeatexGroup and the Customer in writing and will be specified in the order confirmation, with a tolerance of two working days.

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- 6.3 An identification label will be affixed to each packaging unit, so as to ensure full traceability.
- 6.4 If required, DeatexGroup will send the certificates of conformity.

7. Stock

- 7.1 Once the item has been approved, DeatexGroup may agree with the Customer upon a stock of products, it being understood that the Customer undertakes to pick up all goods within the set timeframes.
- 7.2 In any case, the Customer will be required to use the entire stock of goods before replacing the material or making changes.

8. Disputes on supplies and claims

- 8.1 Upon receipt of the goods, the Customer will examine the product supplied by DeatexGroup as far as regards quantity, identity and any differences and/or damage and/or defects which can be detected externally. If a non-conformity is detected at this level, the Customer must report it in the carrier's documents and immediately inform DeatexGroup in writing.
- 8.2 Any differences in the quantity of goods delivered with respect to the order (with a tolerance of +/- 10%) will not give the right to terminate the contract or suspend payments.
- 8.3 In order to ensure an optimal management of the goods, as well as evaluate any claims, the Customer will be required to comply with the FIFO procedure (*first in first out*).
- 8.4 Should the product supplied by DeatexGroup, even if perfectly conforming at the time of delivery, subsequently be affected in any way by faults/defects (but in any case no later than one month after delivery), even during the manufacturing process carried out by the Customer, the Customer will be required to:
- a. notify DeatexGroup in writing within 48 hours, reporting and describing the non-conformity detected;
 - b. immediately interrupt the manufacturing process;
 - c. withdraw the piece deemed to be non-conforming and/or the nonwoven fabric mother roll and possibly any other roll that will be identified and requested by DeatexGroup;
- 8.5 The Customer, together with a complete and clear description of the non-conformity detected, will also be required to:
- indicate the lot and roll number;
 - indicate the delivery note number;
 - enclose pictures which clearly show the non-conformity;
 - indicate the total quantity of the nonwoven fabric involved;
 - indicate the quantity of the pieces and/or meters of non-conforming product processed by the Customer (in compliance with the limits specified in paragraph 8.11);
 - indicate the value of the claim.

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- 8.6 The material deemed to be non-conforming, even in the case of finished products, must be kept and made available for any checks and inspections by DeatexGroup for a period to be agreed upon.
- 8.7 After receiving the above-mentioned information, DeatexGroup will inform the Customer about the following options:
- a. inspect the material claimed at the Customer's Factory;
 - b. request to send an adequate sample referring to the entire claim for analysis and/or verification purposes.
- 8.8 If the Customer refuses to have the material inspected at its factory or to send a sample referring to the entire claim, the claim will be rejected.
- 8.9 Should DeatexGroup not recognize the non-conformity, in order to completely settle the claim, the aforementioned may decide to withdraw the non-conforming goods and:
- a. replace the non-conforming goods at its own expense;
 - b. alternatively, pay an amount to the Customer equal to the value of the non-conforming goods.
- 8.10 Unless otherwise agreed upon with the Customer in writing, DeatexGroup will not accept any debit notes.
- 8.11 In any case, DeatexGroup will be responsible for any processing costs incurred by the Customer within the limits of a product quantity considered strictly necessary for identifying the non-conformity, which is conventionally fixed at the maximum measure of 150 linear meters of Product and/or 50 pieces of finished product. Should the Customer, for whatever reason, continue the processing of the Product beyond the set limits, the aforementioned will have to bear the processing costs.
- 8.12 In no case DeatexGroup will accept claims submitted one month after delivery of the Product.
- 8.13 In no case DeatexGroup will pay any claim management costs, which will be exclusively charged to the Customer.
- 8.14 DeatexGroup will not be liable for any consequential damages.
- 8.15 In any case, the Customer must guarantee full traceability of its products.

9. Warranty

- 9.1 The warranty by DeatexGroup will be provided within the limits specified in the product Data Sheet which the Customer, by issuing the supply/purchase order, declares to know and approve.
- 9.2 DeatexGroup, within the aforementioned limits, guarantees that the products delivered are conforming to those ordered, but are not suitable to meet special requirements of the Customer or third parties, unless specifically reported in the order, with written confirmation of acceptance by DeatexGroup.

10. Changes

- 10.1 Any changes or amendments to the present Conditions must be reported in a written agreement entered into between DeatexGroup and the Customer.

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11. Confidentiality

- 11.1 The Customer undertakes to keep confidential and to not disclose to third parties, throughout the duration of the relationship and for a further period of three years after delivery of the last supply of each product, any commercial-technical information, any data concerning the organization and the production methods and, in general, any information, including deeds, documents and data of a technical, operational, administrative, economic, commercial nature, or that constitute intellectual property, of any kind (even if not specifically qualified as “confidential”) of which the aforementioned may have become aware in the course of the business relationship.
- 11.2 More specifically, drawings, models, samples and the like may not be delivered or however made accessible to third parties.
- 11.3 Reproduction of these products and the use of such information are not permitted, except within the purpose of the contractual agreements, or in the case of operational requirements and provisions of the law on copyrights.
- 11.4 In any case, purchase of the products and their use, either direct or indirect, will not imply the transfer to the Customer of any intellectual property rights on the products sold.

12. Applicable law and court of jurisdiction

- 12.1 The supply relationship between DeatexGroup and the Customer will be governed by Italian Law.
- 12.2 The Court of Milan will have exclusive jurisdiction over any dispute concerning the supply relationship.

Settala (MI), 1st July 2021

The Managing Director

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