

GENERAL TERMS AND CONDITIONS OF PURCHASE

(Rev.02 – 10.2026)

1. Scope of application

These terms and conditions apply to all orders issued by ISOSTAMP and shall prevail over the Supplier's terms and conditions.

2. Orders and acceptance

Orders shall be confirmed in writing within 2 working days. Any discrepancies or proposed changes shall be clearly identified and communicated immediately for the requisite approval by ISOSTAMP. Order confirmations issued in breach of the foregoing shall not be deemed valid, nor shall any services or performance be accepted unless they conform to what has been ordered or formally accepted by ISOSTAMP.

3. Technical specifications and changes

Compliance with the required specifications is an essential requirement. The Supplier shall not change materials, processes, the production site, sub-suppliers or product characteristics without ISOSTAMP's prior written authorisation.

4. Prices

The prices stated in order confirmations are fixed and shall remain unchanged unless otherwise agreed in writing, and include packaging, transport and all agreed charges.

5. Deliveries

Time is of the essence in respect of delivery deadlines. Any delays shall be communicated immediately. ISOSTAMP may claim damages, impose penalties or terminate the contract in the event of a material breach. For delays exceeding 5 working days, ISOSTAMP shall be entitled to apply a deduction of 5% for each day of delay as a penalty; from the tenth day onwards, the deduction shall be 10%; without prejudice in all cases to the right to claim further damages, whether direct or indirect, and to terminate the order or contract for breach by simple written notice to the Supplier.

6. Transport and packaging

The material shall be properly packaged, identified by item code, batch and quantity, and accompanied by the required documentation.

7. Quality, conformity and finished product safety

The Supplier warrants compliance with the required specifications and applicable product and safety regulations, including, where relevant, REACH, RoHS, POP, SVHC, PFAS and Conflict Minerals requirements, and shall provide the relevant documentation.

8. Warranty

The Supplier warrants that the Goods are free from defects, including defects in materials or workmanship, and conform to the agreed specifications for a minimum period of 24 months from delivery (12 months for perishable raw materials or raw materials with a defined shelf life, which shall in any event be supplied with at least 80% of their useful life remaining).

9. Import and export and trade compliance

The Supplier warrants full compliance with applicable import and export regulations and that it holds all necessary licences, authorisations and customs documentation.

The Supplier undertakes to notify the Purchaser promptly in writing, before delivery, if the Goods supplied are subject to export restrictions, special customs controls, embargoes or international sanctions, or if they qualify as dual-use goods under Regulation (EU) 2021/821 or equivalent regulations, specifying the relevant classification code (e.g. ECCN, customs code) and any other information necessary for the Purchaser to fulfil its customs and trade compliance obligations correctly.

10. Cybersecurity and NIS2

The Supplier undertakes to comply with the cybersecurity legislation applicable to its activities, including Directive (EU) 2022/2555 (NIS2) and Italian Legislative Decree No. 138/2024, by adopting appropriate technical and organisational measures to manage risks to its systems, products and services. The Supplier further undertakes to notify the Purchaser promptly of any security incident that may affect the supply, to cooperate with any checks and requests for evidence, and to impose equivalent obligations on its sub-suppliers.

11. Liability and indemnity

The Supplier shall be liable for any personal injury or property damage arising from defects or non-conformities in the Goods and shall indemnify and hold the Purchaser harmless against third-party claims (including product liability claims) relating to such defects. The Supplier declares that it holds adequate product liability insurance and undertakes to provide evidence thereof upon request.

12. Traceability

The Supplier shall maintain batch traceability and production documentation for at least 5 years or for such other period as required by law.

13. Non-conformities

ISOSTAMP may reject non-conforming supplies, request replacement, repair or a credit, and charge the costs directly attributable to managing the non-conformity, including sorting, reworking, production line stoppages and transport, where incurred.

14. Audits

ISOSTAMP may request documentation relating to the Goods and the production process and conduct audits at the Supplier's premises upon reasonable prior notice.

15. ISOSTAMP property

Moulds, equipment, drawings, CAD models, samples and documentation shall remain the property of ISOSTAMP and shall not be used for third parties, even where costs are shared and ISOSTAMP does not hold 100% ownership.

16. Confidentiality

All technical and commercial information received shall be treated as confidential.

17. Data protection

The parties shall process personal data in accordance with the GDPR and applicable legislation.

18. Force majeure

The affected party shall give prompt notice of the event. If the event continues for more than 30 days, either party may withdraw from the affected order.

19. Governing law and jurisdiction

Italian law shall apply. Unless otherwise required by mandatory provisions of law, the courts of Treviso shall have exclusive jurisdiction.

20. Severability

The invalidity or ineffectiveness of any clause shall not render the remaining provisions invalid.

Specific approval pursuant to Articles 1341 and 1342 of the Italian Civil Code

The Supplier specifically approves the clauses relating to: orders, technical specifications, process changes, delivery deadlines, non-conformities, audits, ISOSTAMP property, confidentiality, governing law, jurisdiction and severability.