

SIDEL GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1 – INTRODUCTION

These General Terms and Conditions of Purchase (“GTCs”) apply to all purchases of Sidel and its associated companies (hereinafter “Sidel”) of any kind of products and services (“Products” and “Services” respectively) from Supplier or other companies in the Supplier’s group (“Supplier Associated Companies”). A “Contract” shall consist of these GTCs and a purchase order issued to Supplier (“Order”).

If there is any conflict between the provisions of an Order and these GTCs, the Order shall prevail to the extent of the conflict. In case a separate Frame Agreement or similar (such as pre-signed and agreed General Purchase Agreement) exists between the parties for purchase of Products or Services, such separate agreement shall prevail.

Supplier understands and acknowledges that Sidel may purchase Products for its own use or for integration in Sidel’s own products for sale or resale to customers.

ARTICLE 2 – ACKNOWLEDGMENT OF RECEIPT OF ORDER

The Supplier shall acknowledge the Order within two (2) working days of its date of receipt. If it does not, any performance of part or all of the Order shall be regarded as unreserved tacit acceptance of the Contract. Reservations, modifications or exceptions to the Contract by the Supplier, also by way of any attempted acknowledgment of the Order containing terms inconsistent with or in addition to terms of the Contract, shall not be binding unless specifically accepted by Sidel in writing.

ARTICLE 3 – SUPPLIER’S GENERAL DUTIES

The Supplier shall at all times: (a) ensure that it complies with Sidel’s Code of Business Conduct for Suppliers (Appendix A); (b) use the highest degree of professional care and skill in fulfilling its obligations; (c) not participate in any agreement or arrangement with any other party that could give rise to a conflict of interest for Supplier under the Contract (including but not limited to confidential information of Sidel); (d) not assign, transfer or subcontract any of its rights or obligations under the Contract to any third party without the prior written consent of Sidel, including assignment of any credits arising from this Contract. Should the Supplier obtain Sidel’s consent, Supplier shall remain liable for all matters arising out of the Contract in accordance with its terms; (e) obtain at its expense all official permits, work permits, authorizations and other documents which are required in order to fulfil its obligations under this Contract; and (f) to the extent technical Services are rendered on Sidel’s customer’s site, provide Sidel with all job reports in the format and within the time-frame requested by Sidel.

ARTICLE 4 – PACKAGING, DELIVERY, ACCEPTANCE OF PRODUCTS – TRANSFER OF RISK AND TITLE

The Supplier shall supply the Products properly painted, marked and packed in accordance with Sidel’s instructions or in the absence of such instructions in accordance with best international standards to ensure complete protection and safety of the Products. The delivery term shall be set out in the Order according to ICC INCOTERMS® 2010. If delivery of Products is not accompanied by a delivery note including full details of Sidel’s Order, Sidel may reject the delivered Products. Signature by Sidel of the Supplier’s or carrier’s delivery note shall not be deemed as acceptance of the Products and does not relieve the Supplier of its obligation to deliver Products fully compliant with the Contract. Delivery shall not be deemed accepted by Sidel until the Products and the attached technical documents have been checked against the Order in terms of both quantity and quality. Risk of and title to the Products shall pass to Sidel on delivery but shall not relieve the Supplier or Sidel of their respective obligations.

ARTICLE 5 – TIMELY DELIVERY

Compliance with the delivery date stated in the Order is mandatory. Delivery date shall be the date on which the Supplier shall make the Products or Services available to Sidel at the address indicated in the Order in compliance with the required quantity, quality and specifications. The Supplier shall inform Sidel as soon as possible of any delay in fulfilling the Order; such notification shall not relieve the Supplier from any liability due to delay.

With regard to Products, in case of late delivery, and/or full or partial rejection of the Products, Sidel reserves the right to apply, without prior formal notice and without any court decision: (i) a general administration fee of one hundred and fifty (150) Euro; and (ii) liquidated damages at the following rate: 1% of the total value of the Order (net of tax) per calendar day of delay up to a maximum limit of compensation of 10% of the total value of the Order (net of tax). The administrative fee and liquidated damages shall not be applicable to the extent delivery is prevented or delayed by a force majeure event or otherwise by reasons fully attributable to Sidel.

ARTICLE 6 – PRICES, PAYMENT AND INVOICING

Prices and payment terms are specified in the Order. All prices are firm and not subject to change for the duration of the Contract. The Supplier may invoice Sidel on completion of delivery of Products or Services. Payment shall be made sixty (60) days’ net or such longer payment period that is set out in the Order.

ARTICLE 7 – FORECASTS

Any purchase forecast received from Sidel shall be for information purpose only and Supplier shall not be entitled to compensation from Sidel due to any difference between such forecast and actual Orders made by Sidel. Sidel does not commit to any minimum purchase volumes or exclusivity.

ARTICLE 8 – HEALTH AND SAFETY REQUIREMENTS

If the Supplier provides Services at Sidel’s or a Sidel customer’s site, the Supplier shall comply (and cause its and the personnel of its subcontractors to comply) with all safety, health and security procedures and rules which are in effect at the site or which are otherwise provided by applicable laws. In any case, the Supplier shall not start the Services until it has prepared with Sidel or the customer a health, safety, environment and security coordination plan which defines the measures that will have to be applied to prevent health and security risks on the worksite. The Supplier shall apply (and cause its and the personnel of its subcontractors to apply) this security coordination plan.

ARTICLE 9 – WARRANTY

9.1 Products

Without prejudice to any applicable warranty under law, and unless otherwise agreed in writing, the Supplier warrants the Products for a period of twenty four (24) months after delivery of the Products. The Supplier warrants that the Products are: (i) new and not used, (ii) fit for any purpose for which such Products are customarily used or specified by Sidel in the Order, (iii) in full compliance with all applicable laws, regulations, and requirements issued by any competent authority or court, and other similar instruments (including without limitation all applicable health and safety legislation such as regulations (EC) No 1935/2004 and No 2023/2006 (Food Contact) and environmental legislation such as regulation (EC) No 1907/2006 (REACH) and directive No 2011/65/EU (RoHS) and No 640/2009 updated by No 4/2014 (eco design requirements for electric motors) including any upcoming restrictions or expiry of exemptions and the corresponding requirements under Chinese law including GB 9685 (food contact) and China 2016 Management Methods for the restriction of the use of hazardous substances in electrical and electronic products) (iv) free from all defects in design, material and workmanship, and in compliance with CE and UL/CSA requirements and any technical specifications provided by Sidel, (v) painted, marked, and packed pursuant to the Contract and always in a manner adequate to protect the Products, and (vi) free from any actual or threatened claim, lien or action that may affect their supply or use in accordance with the provisions of the Contract. The Supplier’s warranty shall not cover defects caused by normal wear and tear, inadequate maintenance or faulty repair after delivery, modifications undertaken by Sidel or customers without the Supplier’s consent, save where the Supplier has been informed of such modifications and has not objected within a period of thirty (30) days, or failure to observe the operating instructions, or resulting from other reasons beyond the Supplier’s control.

In case of breach of warranty, the Supplier shall either refund the purchase price for the defective Product by issuing a credit invoice in an amount equivalent to the original purchase price of the Product or repair or replace at its own costs the defective Product or any parts of the defective Product. Such rectification shall take place promptly at the location and within the time period agreed upon between the Supplier and Sidel. In case the parties cannot agree on timing for rectification or if the Supplier fails completely or in part to remedy a defect within the agreed time, Sidel may remedy the defect by its own accord or have it remedied by a third party at the cost of the Supplier, subject to prior written communication to Supplier. Any returns of defective Products or parts to the Supplier and any deliveries of new, repaired or modified Products or parts shall be at Supplier’s cost and risk.

In addition to the above, in case of non-conformities of Products delivered Sidel has the right to charge Supplier for sorting and pre-agreed rework at a rate of sixty five (65) EUR per hour or one hundred and twenty (120) EUR per hour if Sidel machinery is used for pre-agreed rework as well as an administrative fee of one hundred and fifty (150) EUR for each non-conformity case.

9.2 Services

In the event that Supplier fails to provide any or all of the Services and related deliverables in accordance with the Contract, without prejudice to any other rights and remedies available to Sidel under law or Contract, the Supplier shall at Sidel’s sole option (a) remedy and/or re-perform promptly the non-compliant Services and deliverables or (b) fully refund the purchase price of the non-compliant Services.

ARTICLE 10 - LIABILITY AND INSURANCE

Sidel and Supplier shall be liable towards each other for all costs, expenses, losses and damages arising out of or in connection with a breach of any obligation, undertaking, representation or warranty under the Contract.

In relation to defective or delayed Products liability includes without limitation the following: (i) waste of defective Products and other raw materials; (ii) additional transportation and handling costs; (iii) labour-, travel- and housing expenses and other related costs in remedying the breach, including costs for

SIDEL GENERAL TERMS AND CONDITIONS OF PURCHASE

additional working hours or waiting time for Sidel technicians, root cause analysis, inspection, dismantling-, and reassembling; and (iv) any other costs and losses incurred by Sidel, its associated companies, customers or end users relating to any recall or withdrawal of the Products (or items made with or containing the Products) and related order or investigation by a regulatory authority.

Subject to the below, neither Party shall be liable for any indirect, consequential, special or punitive loss or damage, including but not limited to moral damage, loss of profit, loss of goodwill or loss of customers, arising in connection with or out of a breach of this Contract

Supplier shall indemnify, defend and hold Sidel and all Sidel associated companies as well as their customers harmless without limitation from and against all liabilities, costs, expenses, damage and loss arising out of or in connection with: (i) any claim that any of the Products or Services or their sale, offer for sale, use or import, infringes any intellectual property right ("IPR") of any third party; (ii) any death, personal injury or property damage arising out of or in connection with defective Products or Services or otherwise caused by the Products or Services; (iii) any claim by any employee or subcontractor of Supplier (or of any of Supplier's subcontractors' employees) that the Supplier has failed to fulfill its obligations towards them; (iv) any claim by any employee or contractor of Supplier (or of any of Supplier's subcontractors) that he or she is entitled to any employee status with, or employee benefits from, Sidel or any of Sidel's associated companies, customers and/or end users of Sidel products, and (v) breach of confidentiality obligations provided for under this Contract.

Nothing in this Contract is intended to limit or exclude either party's liability for damages arising out of its fraud, gross negligence or wilful misconduct, or any other liability that may not be limited or excluded under applicable law.

The Supplier shall at all times have and maintain adequate insurance covering its potential liabilities under this Contract, including insurance for third party liability and work-related injuries or death of employees of Supplier. Upon Sidel's request, the Supplier shall provide Sidel with the certificates of the insurances referred to above.

ARTICLE 11 – INTELLECTUAL PROPERTY RIGHTS

All written or electronic documents, information and other items provided to Supplier by Sidel remain the property of Sidel and shall be used only for providing the Products or Services and in accordance with any instructions given by Sidel. Supplier shall, as applicable, delete from its systems or return all such items to Sidel, together with all copies, upon expiry or termination of the Contract or at any other time on the request of Sidel.

If Supplier (i) is required as part of the Services to develop for and/or deliver to Sidel any work product, specifications, drawings, software, data, or any written or electronic documents ("Deliverables") and/or (ii) conceives further ideas or creates further work product in connection with the ordered project (together with Deliverables "Results"), then (a) Supplier shall disclose to Sidel all Results together with appropriate documentation as soon as reasonably possible, and (b) Supplier agrees that all Results shall be the sole and exclusive property of Sidel. Supplier hereby assigns all rights therein to Sidel and shall support Sidel in obtaining IPR protection for such Results. All Results constitute Sidel Confidential Information and may be used by Supplier solely for providing the Services. All information which was the property of Supplier prior to the commencement of the Services shall remain the property of Supplier and, except as set out herein, Sidel shall have no rights over such information.

If Products or Services (including Deliverables and Results) are protected by IPRs owned by Supplier, or Supplier's licensors, Supplier hereby grants to Sidel a fully paid-up, non-exclusive, world-wide, irrevocable license under Supplier's intellectual property rights to (a) use, sell, offer for sale, import and otherwise exploit the Products and Services (including Deliverables and Results) and (b) integrate the Products and Services into Sidel's own products for sales or services.

The Supplier warrants, represents and undertakes that the Products and Services, including Deliverables and Results, do not infringe any IPRs of any third party. If at any time it is alleged that the import, use, sale or offer for sale of the Products or Services (including Deliverables and Results) infringes any IPR of any third party, Supplier shall in addition to its obligations in Article 10 at Supplier's cost: (a) modify or replace the Products and Services in order to avoid the infringement; or (b) procure for Sidel the right to continue using the Products and Services; or (c) only in case options (a) and (b) are not available despite Supplier's best efforts, refund to Sidel the price paid by Sidel for the Products and Services.

ARTICLE 12 – CONFIDENTIALITY

Prior to and during the term of the Contract the parties may disclose certain data, information and/or requirements related to the Products or Services and/or information regarding technologies, know-how, trade secrets, marketing activities, business and product development and the like, which are of proprietary and confidential nature ("Confidential Information").

Each party retains all rights to Confidential Information provided to the other. The party receiving such Confidential Information shall not, for a period of five (5) years from receipt of the Confidential Information – without previous written consent of the other party – make Confidential Information available to any

third party, either in whole or in part, nor use it for purposes other than those for which they were handed over or expressly permitted under the Contract. Associated companies of a party shall not be considered third parties for the purposes of this Article. The conclusion and contents of the Contract shall be treated as Confidential Information. All press releases, public announcements and public relations activities relating hereto shall be mutually approved in advance by the parties.

The Supplier shall ensure that its employees, suppliers or sub-contractors (if any) comply with this confidentiality requirement.

The confidentiality obligations shall however not apply to Confidential Information which: (i) is lawfully known to the receiving party prior to the time of disclosure; (ii) is in the public domain, or subsequently comes into the public domain, through no fault of the receiving party; (iii) is received lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the disclosing party under an obligation to keep it confidential; (iv) is developed by the receiving party wholly independently, as a result of its own efforts, and without knowledge or benefit of the Confidential Information; or (v) is required to be disclosed by applicable law or governmental regulation or by an authority with competent jurisdiction over it, provided that the receiving party shall notify the disclosing party of the information to be disclosed (and of the circumstances in which the disclosure is alleged to be required) as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

ARTICLE 13 – TERMINATION

Without prejudice to any express provision for termination contained herein and any other rights and remedies, the Contract may be terminated immediately by registered letter by a party in case of a fundamental breach of the Contract by the other party or a subcontractor of such other party, including for the sake of clarity a fundamental breach of Sidel's Code of Business Conduct for Suppliers, provided that the breach has remained uncured for fifteen (15) days as from formal notice of such breach.

To the maximum extent permitted by applicable law, each party shall have the right to terminate the Contract with immediate effect if the other party should seize carrying on business, enter into voluntary or compulsory liquidation, receivership, or bankruptcy. Sidel may further terminate this Contract with immediate effect, including all non-delivered Orders at the date of termination, if the Supplier has suspended or delayed performance of its obligations due to force majeure event(s) for a period of three (3) consecutive months or more, or for four (4) or more months in aggregate in any twelve (12) month period.

Any provisions which by their nature or context are intended to survive termination, for whatever cause, or expiry of this Contract (including without limitation all provisions relating to payment, warranties, liability, confidentiality, and Intellectual Property Rights, any obligation to continue to supply spare parts, and governing law and dispute resolution) will so survive and remain in full force and effect.

ARTICLE 14 – EXPORT CONTROL

The Supplier is aware of and understands that the Products may be subject to economic or financial sanctions or trade embargos imposed, administered or enforced by the United Nations, the United States of America, the European Union and/or other countries' applicable export control laws. The Supplier therefore undertakes to provide Sidel with all necessary export control information relating to the Products, such as ECCN-numbers, Country of Origin, and amount of US origin content, in the format requested by Sidel and to update such information in case there are any changes to the Products including any parts thereof and previously supplied products. If the Supplier does not provide the necessary information, the Supplier hereby warrants and represents that no Product (including any parts thereof) delivered under this Contract or any party relevant to any transaction hereunder such as banks, is subject to any export or international trade control restrictions. For the sake of clarity, the Supplier's failure to comply with this Article 14 shall constitute a fundamental breach of this Contract.

Supplier is under all circumstances responsible for screening its sub-suppliers.

ARTICLE 15 – MISCELLANEOUS

No alteration or amendment to the Contract shall be valid unless such alteration or amendment is made in writing and signed by both parties. No course of dealing, trade usage or course of performance will be relevant to explain or supplement any term in this Contract. Sidel hereby rejects any different terms proposed by Supplier, including those contained in any invoice or in any other writing not expressly incorporated in this Contract.

In no event shall any delay, failure or omission of a party in enforcing or exercising any right, claim or remedy under this Contract be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

If any part of this Contract is found to be illegal, invalid or unenforceable by operation of law or otherwise, such part will be adjusted by the parties: (i) only to the extent necessary to make it legal, valid and enforceable; (ii) to give effect to the original intent of the parties to the maximum extent possible; and (iii) in such a way as to ensure that all other provisions of this Contract are not affected and remain in full force and effect.

SIDEL GENERAL TERMS AND CONDITIONS OF PURCHASE

Nothing contained in this Contract is intended nor shall it be construed as creating a partnership or joint venture, agency or employment relationship between the parties. Supplier shall be acting as an independent contractor and neither Supplier nor Supplier's personnel shall be deemed for any purpose to be the employees, agents or representatives of Sidel in the performance of the Contract. The Supplier undertakes to promptly inform Sidel if Sidel's and its Sidel Associated Companies' purchase from the Supplier is in excess of forty (40) percent of the Supplier's total annual aggregate turnover. In such instance the Supplier also undertakes to take action to ensure that Sidel's and Sidel Associated Companies' share of the Supplier's business becomes less than forty (40) percent.

Supplier acknowledges that it is of material importance to Sidel that the price for and the quality of the Products and Services are competitive. The parties agree that in case Sidel can find similar Products or Services of better quality and/or lower prices from a third party, Sidel can inform Supplier and give Supplier the opportunity to align. Sidel has also the right at its sole discretion to transfer the business from Supplier to such third party.

ARTICLE 16 – APPLICABLE LAW AND DISPUTE RESOLUTION

Disputes arising out of or in connection with this Contract or the commercial relationship, for any reason whatsoever, shall be settled exclusively by the court(s) having jurisdiction over the place of business of the Sidel entity that placed the Order and the law of such country or State shall apply, with the following exceptions: if the governing law is Italian law, the courts of Milano will have exclusive jurisdiction; if the governing law is French law, the courts of Paris will have exclusive jurisdiction; if the governing law is Chinese law, the dispute shall be exclusively settled by arbitration in the English language in the City of Beijing in accordance with the Arbitration Rules of the Chinese International Economic and Trade Arbitration Commission (CIETAC) with three (3) arbitrators unless the parties agree on the use of one (1) arbitrator. An arbitration award shall be binding, final and conclusive upon all parties. The UN Convention on Contracts for the International Sale of Goods and any enactment thereof shall not apply to the Contract.

APPENDIX A

SIDEL'S CODE OF BUSINESS CONDUCT FOR SUPPLIERS

Introduction

Sidel conducts its business with integrity and with respect for the interests of others. This is outlined in Sidel's 'Code of Business Conduct'. This 'Business Conduct for Suppliers' (BCfS) outlines the principles for our business relationship with suppliers. It establishes certain mandatory standards that we require our suppliers to respect and adhere to when conducting business with Sidel. By accepting these principles, a supplier commits to fulfill them in all existing and future agreements and business relationships with Sidel.

2. Compliance with this BCfS

The Supplier shall at all times ensure that it complies with the obligations set out in this BCfS and shall upon request of Sidel provide evidence of compliance. The Supplier shall use all efforts to ensure that all members of its Group of companies and all of its sub-suppliers involved in the supply of products and/or services to the Sidel Group of companies comply with the requirements set out in this BCfS.

3. Compliance with Laws

The Supplier shall comply with all applicable laws, regulations and industry standards including without limitations those relating to the areas listed below.

4. Anti-Corruption

The Supplier shall not, in the conduct of its business, engage in fraudulent activities or extortion. The Supplier shall not offer, pay, request or accept a bribe either directly or indirectly through third parties.

5. Human Rights

The Supplier shall support and respect the protection of internationally proclaimed human rights, and must not be complicit in any form of human rights abuse.

6. Employment Practices

6.1 Anti-Discrimination

The Supplier shall not discriminate, either positively (unless required by applicable law) or negatively, on the basis of race, ethnicity, age, religion, sex, marital status or sexual orientation in its workplace.

6.2 Safe and Healthy Working Conditions

The Supplier shall provide its employees with safe and healthy working conditions. The Supplier shall conduct regular reviews of health and safety conditions in its facilities and take relevant corrective actions where necessary.

6.3 Child Labour

The Supplier shall not employ children under the legal working age and shall not support child labour in any form. At no time shall the Supplier engage any

child in any occupation or employment which would prejudice his/her health or education, or interfere with his/her physical, mental, moral or social development, even if the applicable working age is below 18. The Supplier shall at all times abide by the UN Declaration on the Rights of the Child.

7. Fair Employment Terms

7.1 Working Hours and Wages

The Supplier shall comply with applicable laws, regulations and industry standards on working hours, including overtime, which is properly documented and compensated. The Supplier's employees shall be provided with wages that at least meet minimum standards and are sufficient to meet basic human needs in the applicable community.

7.2 Forced Labour

The Supplier shall not use any prison or forced labour of any kind. Forced or compulsory labour shall mean all work or service which is demanded from any person under the threat of any penalty and for which the said person has not offered him-/herself or herself voluntarily.

The Supplier shall not engage in or support trafficking of human beings or any form of slavery.

7.3 Freedom of Association

The Supplier shall endorse freedom of association and the right to collective bargaining for its employees. Sidel Group does not accept disciplinary or discriminative actions from the employer against employees who choose to peacefully and lawfully organize, or join an association.

8. Environmental Requirements

The Supplier must operate with care for the environment, run its business in an environmentally sound manner, and demonstrate a precautionary approach to environmental impact reduction. The Supplier shall maintain an environmental management system and demonstrate a high level of environmental protection in sourcing, manufacturing, and transportation activities, including for waste disposal.

9. Assurance, Audit and Termination

Sidel reserves the right to verify the Supplier's and all members of its Group of companies' compliance with this BCfS through one or a combination of several assurance processes. Such assurance processes can include pre-announced inspections by Sidel or third party auditors. Inspections shall be requested and performed in such a manner as to avoid unrestricted disclosure of Supplier's confidential information and without disrupting Supplier's work unduly.

If Sidel becomes aware of any actions or conditions not in compliance with this BCfS, Sidel can demand that corrective measures be taken. Sidel reserves the right to terminate any purchase or other agreement with the Supplier if it or any member of its Group does not comply with the BCfS, without incurring any liability towards the Supplier or its Group of companies.

The obligations under this BCfS shall continue in force in respect of any deliveries from the Supplier to Sidel or its Group of companies, regardless of the termination or expiry of any purchase or other agreement between the parties.