

## General purchasing terms and conditions of SCHOTT Italtetro S.r.l

### 1. Applicability

The following terms and conditions govern orders and any other contracts relating to the delivery of goods or the performance of services between the supplier of goods or the service provider (hereafter "Supplier") and SCHOTT Italtetro S.r.l (hereafter "SCHOTT") using these terms and conditions. These terms are not applicable for construction, construction services or employment contracts. The general terms of business of the Supplier do not apply unless SCHOTT has agreed to them in writing with explicit reference to the terms of business of the Supplier.

### 2. Quotes and orders

2.1 Quotes and cost estimates of the Supplier are free of charge and do not imply any obligation for SCHOTT.

2.2 Only orders issued in writing are binding for SCHOTT and verbal agreements, including side agreements, changes or amendments to the order require a written confirmation from SCHOTT to be valid.

2.3 If the electronically facilitated order process has been agreed between the Supplier and SCHOTT via the SCHOTT Procurement Office ("SPO"), the SPO-conditions shall apply to the technical order process, in all other aspects, the present terms and conditions shall apply.

2.4 Unless expressly stated otherwise, the order of priority of the terms and conditions that apply to the deliveries and services commissioned through the orders is as follows:

1. SCHOTT order letter
2. Product or service specification, respectively requirement documents
3. These present general purchasing terms and conditions with the respective references.
4. Offer of the Supplier.

### 3. Delivery period and delay of delivery

3.1 The delivery period begins on the date of the order. Early deliveries or services, or part deliveries or part services, require the prior consent of SCHOTT.

3.2 Without prejudice to the legal rights, SCHOTT shall be entitled, in the case of a delay by the Supplier, to charge an amount equivalent to 0.2 % of the price for the part of the order affected by the delay for every commenced working day of the order delay in addition to the claim to performance up to a maximum amount, however, of 5% of the price as liquidated damage. The foregoing does not affect SCHOTT's rights to claim (i) additional damages in case that the lump sum of liquidated damage does not cover the real loss occurred by SCHOTT due to delay and/or (ii) reimbursement of any costs or any expenses arising or arose from delay of the Supplier.

3.3 Should the Supplier also not fulfil the delivery or service within a period of grace determined by SCHOTT, SCHOTT shall be entitled to commission the contractual performance to a third party and to demand compensation from the Supplier for any necessary expenditures and additional charges. SCHOTT also has the right to demand compensatory damages in lieu of specific performance.

3.4 For the purpose of establishing the timeliness of delivery or rectification of delivery of goods, the relevant point in time is the date of receipt at the place of receipt designated by SCHOTT (hereafter "place of delivery"). Apart from that, timeliness of services is determined by the

date on which the services are rendered completely as agreed upon and accepted as completed by SCHOTT.

### 4. Order completion

4.1 The Supplier must indicate the SCHOTT purchasing department, order number, order date and the name of the SCHOTT purchaser in all documentation.

4.2 Subcontracts may only be awarded to third parties by the Supplier with the prior written consent of SCHOTT, provided that it is not merely a case of supply of marketable components. In any case the Supplier is obliged to ensure that in the event that a third party is subcontracted, it is able to perform the subcontracted services competently and reliably and that it meets its legal obligations as required by applicable laws, in addition to meeting the requirements for its activities as mandated by applicable law. The Supplier is obliged to place its subcontracted parties under the same obligations it itself is under with SCHOTT for the assigned duties, in particular with regard to the confidentiality obligation, data protection and proof of an adequate factory and product liability insurance.

The responsibility for the contractual performance and the liability for any neglect of duty of the third party remain with the Supplier.

4.3 The Supplier is obliged to perform the delivery and service on its own responsibility in accordance with the current state of the art and with the aid of qualified personnel or skilled employees properly and according to the specifications, and to comply with the applicable legal and administrative provisions and any other regulations. This obligation remains unaffected from the approval of documentation and other information by SCHOTT.

In addition, the Supplier is obliged to observe the statutory regulations to combat illegal employment. Furthermore, the Supplier must meet the applicable occupational safety conditions of SCHOTT whenever the Supplier is on SCHOTT's premises.

4.4 The Supplier is not allowed to change, remove or operate SCHOTT factory equipment without prior consent. SCHOTT is not liable for any property brought onto SCHOTT's premises by the Supplier without SCHOTT's prior consent.

4.5 Goods must be delivered in accordance with the Incoterms® 2010 provision specified in the order, unless otherwise agreed. According to the Incoterms® provision, the Supplier must choose transport facilities and transport insurance in agreement with SCHOTT. Every delivery must include a delivery note indicating the SCHOTT order number, date, department/processor and SCHOTT item number, as well as a description of the contents according to type and quantity, a packing slip and, if required, test certificates in accordance with the agreed specifications and any other required documentation.

In the case of software products, the delivery obligation is only fulfilled once all the (system specific and user) documentation is provided. For any application developed specifically for SCHOTT, the source code of the application with its appropriate documentation must also be delivered additionally.

4.6 For devices, machines or equipment, a technical description and an operating manual in accordance with the statutory provisions must also be provided free of charge. Furthermore, devices, machines or equipment must meet the requirements of the applicable safety regulations in force at the time of delivery and must have a CE marking. For machine and equipment deliveries, the Supplier must provide the required or agreed documentation, in particular relating to acceptance, assembly, installation, operation, maintenance and repair. Any deliveries of electrical or

electronic devices or components must comply with the requirements of the European RoHS directive 2011/65/EU - the abbreviation RoHS stands for "Restriction of the use of certain Hazardous Substances".

4.7 The goods must be packaged with appropriate, environmentally sustainable materials that can be recycled. Apart from that the relevant statutory provisions of the applicable packaging ordinance, if any, also apply. Tools and equipment shall not be loaded together with goods. Packaging costs shall be indicated separately at cost price in the offer and the invoice. Supplier performs any unpacking or unloading operations on SCHOTT's premises at its own responsibility and takes on the responsibilities of the packager and loading agent as the case may be.

4.8 Dangerous goods must be packaged, labelled and transported or dispatched in accordance with the applicable national and international provisions. With regard to deliveries to the territory of the EU, Supplier must in particular observe all the Supplier's obligations according to the European Chemical Substances Regulation for the Registration, Evaluation, Authorisation and Restriction of Chemicals - EU Regulation 1907/2006/EG - (hereafter „REACH-VO“). Furthermore, the Supplier will provide SCHOTT with a safety data sheet according to Article 31 REACH-VO in the language of the recipient country in all cases stipulated in Article 31 item 1 to 3 REACH-VO and warrants to meet its obligations under REACH-VO, such as the preregistration or registration of materials contained in the goods or approval in accordance with REACH-VO and information obligations. In particular the Supplier is obliged to inform SCHOTT immediately, if one component of a good contains a substance within a concentration of more than 0.1 weight by weight (W/W), which meets the criteria of Article 57 and Article 59 of REACH-VO (so-called "substances of very high concern"). This is also applicable for any packaging material.

4.9 The Supplier must meet all the requirements of the applicable national and international customs and foreign trade legislation. It is liable to SCHOTT for ensuring the correct labelling of all deliveries subject to a requirement to label and that the customs tariff number and the number from the applicable national export list in particular are indicated. Order acknowledgements and all shipping documents must also be labelled. The Supplier must in particular alert to any potential authorization requirements for (re-) exports in the above mentioned documents or invoices according to the respective national export and tariff regulations as well as the export and tariff regulations of the country of origin of the goods and services - in particular items under the US Re-export Controls - and must inform SCHOTT detailed and in writing along with the corresponding export list and customs code number.

4.10 Goods delivered to the territory of the EU must meet the source requirements under the preferential trade arrangements of the EU, unless the order expressly stipulates otherwise. These can be viewed on the official website of the European Commission. The respective internet link, which was available at the time this document was being drawn up, is: [http://ec.europa.eu/taxation\\_customs/customs\\_duties/rules\\_origin/preferential/index\\_en.htm](http://ec.europa.eu/taxation_customs/customs_duties/rules_origin/preferential/index_en.htm). In all other respects, the Supplier shall note the non-preferential country of origin on the commercial documents and, at SCHOTT's request, shall provide a certificate / authentication of origin for the product's country of origin.

4.11 The Supplier is liable for any damages and bears all costs arising in particular from the non-observance of the provisions in items 4.6 to 4.10. All deliveries and/or services that are not accepted as a result of the non-observance of

these provisions are at the expense and the risk of the Supplier.

## 5. Prices

5.1 The prices agreed are fixed prices and constitute full and final payment for all commissioned deliveries and services and include all expenditures relating to the deliveries and services to be performed by the Supplier, in particular also the costs for potential testing, approval, documentation, compilation of technical documentation and items, packaging, transport, customs duties and border clearance fees.

5.2 For billing based on work and equipment use, the total working hours as well as the material used must be stated in written form on a respective performance template. The performance template must be presented to SCHOTT for signing on a daily basis.

## 6. Invoices, payments

6.1 Invoices must be submitted separately from the delivery to the invoicing address indicated in the order; they must correspond verbatim with the order descriptions of SCHOTT, including goods' description, price, quantity, order of the items and item numbers, as well as containing the SCHOTT order number. Any additions or short falls to services must be cited separately in the invoice. Performance certificates and other verification documentation shall be enclosed with the invoice. A precise description of the contracting department of SCHOTT and the date of the order must be cited. Invoices that fail to include this information will be sent back being considered unprocessable.

6.2 For invoicing, the payment term begins upon complete receipt of goods or full completion of services and receipt of a correct and proper invoice at the invoicing address indicated in the order.

6.3 In the event any good or service is non-conforming or incomplete, SCHOTT is entitled – without prejudicing its other rights – to withhold payment for that specific non-conforming or incomplete good or service. The exercise of the withholding right above shall not cause SCHOTT to lose any rebates, cash discounts, or similar payment benefits.

6.4 Unless otherwise agreed explicitly, payment of the price is due within a period of 30 days upon commencement of the payment term according to item 6.2.

In the case of a bank transfer, payment will be deemed to have been made on time if the remittance order has been received by the bank in such a timely fashion that under normal circumstances a timely receipt of payment would be expected; bank delays which occur during the payment process shall not be attributed to SCHOTT.

## 7. Code of conduct and data protection

7.1 Basic company values of SCHOTT include integrity, reliability and compliance with statutory and ethical guidelines as set out more specific in SCHOTT's Code of Conduct. Suppliers are expected by SCHOTT to share the aforementioned principles and to observe the Code of Conduct for Suppliers (available at <http://www.schott.com/CoC-Supplier>).

7.2 The Supplier confirms that it is well aware of the provisions of the EU-Regulations for the fight against terrorism and that it will comply at all times with the EU-Council Regulation No. 881/2002 of 27 May and EU-Council Regulation No. 2580/2201 of 27 December 2001 in its respective current consolidated version. In particular

**Internal**

Supplier hereby confirms in respect of the above, that it does not have any business relationship to persons, which are listed in such Regulations. The security relevant aspects, as listed in the European Commission Guidelines for Authorized Economic Operators (AEO)- (TAXUD/2006/1450), (EU-Regulation No 648/2005 and EU-Regulation No 1875/2006) will be met at all times by implementation of appropriate security and safety standards. The Guidelines can be found under the official website of the European Commission. The respective internet link, which was available at the time this document was being drawn up, is: [http://ec.europa.eu/taxation\\_customs/customs/policy\\_issue/s/customs\\_security/aeo/index\\_en.htm#guidelines](http://ec.europa.eu/taxation_customs/customs/policy_issue/s/customs_security/aeo/index_en.htm#guidelines).

7.3 The Supplier will follow in particular the regulations of the European Data Protection Directive and the other regulations to the data protection if it receives personal data from SCHOTT or the area from SCHOTT or gains insight into those. The Supplier may only collect, process and use such data insofar as this is permitted to him by SCHOTT's order or as it is necessary for the performance of the ordered service. Any further processing of the data, in particular such for the benefit of the Supplier or a third party is not permitted; this also applies to the processing of personal data at a location outside the scope of the European Data Protection Directive.

## **8. Defects, claims, liability for defects**

8.1 The Supplier warrants that deliveries and services are free from defects as to quality or of title, are as agreed and/or guaranteed, were performed expertly and appropriately without compromise to quality, meet the agreed product or service specifications, are appropriate for the expected use as per the order and comply with the stipulations specified in these terms and conditions as well as any other agreed or statutory provisions. Should the delivery or service deviate from the aforementioned requirements, it shall be considered defective.

8.2 The risk of loss and damage passes to SCHOTT upon delivery of goods as contractually agreed and in case that services are owed like assembly, installation or other service or work performances upon their proper completion.

8.3 In the event of defective deliveries or services, SCHOTT shall be entitled to demand rectification of the defect or performance of a delivery or service free from defects, withdraw from the contract, reduce the agreed prices accordingly or claim damages or replacement, at its discretion in accordance with the statutory regulations.

8.4 In the event of a defective delivery or service, the Supplier is obliged to pay SCHOTT an administration fee equivalent to 5 % of the price of the defective delivery or service, irrespective of the amount of the expenditures arising from it. SCHOTT explicitly reserves the right to claim for higher expenditures.

## **9. Product liability**

9.1 If the Supplier is responsible for a product damage, then it agrees to indemnify SCHOTT with respect to any third party compensatory damage claims, to the extent that the cause of the damage was within its sphere of organisation and control and it itself is liable to third parties.

9.2 In the scope of its liability within the meaning of item 9.1, the Supplier will also be obligated to reimburse any expenses which arise from or are connected with a recall campaign carried out by SCHOTT. SCHOTT shall inform the Supplier about the content and scope of any such implemented recall campaign – to the extent feasible and

reasonable – and will provide it with the opportunity to present its opinion.

## **10. Third party rights**

If the Supplier is liable for the infringement of third party intellectual property rights according to the statutory provisions, it will hold harmless SCHOTT of all such claims by third parties.

## **11. Technical documents, manufacturing resources**

11.1 Technical documents, specifications, tools, models, manufacturing resources, drawings, work standard sheets, calculations, analyses, methods of analysis, formulas, guidelines, etc. (hereafter called "Technical Documents and Materials") provided to the Supplier by SCHOTT in connection with a bid solicitation or order may only be (i) used by the Supplier to carry out the order and for no other purpose and (ii) must not be disclosed, given or made available to unauthorized third parties. Any copying or reproducing of aforementioned Technical Documents and Materials is only permitted to the extent that this is absolutely necessary for the completion of the order commissioned by SCHOTT. They must be returned to SCHOTT along with any potential copies or duplicates immediately upon request, but at latest immediately upon completion of the order; in this regard the Supplier is not entitled to claim a right of retention toward SCHOTT. Technical Documents and Materials compiled by SCHOTT remain the property of SCHOTT. SCHOTT reserves all rights in this regard, including intellectual property rights and any other industrial property rights.

11.2 If the Supplier compiles Technical Documents and Materials for the completion of the order at the request of and in accordance with the requirements of SCHOTT, SCHOTT shall obtain all property rights of such Technical Documents and Materials. Furthermore, the Supplier shall transfer all transferable rights to SCHOTT, including the intellectual property rights and any other industrial property rights associated with such Technical documents and Materials and/or the contents therein. The price includes an adequate and final fee for the compilation of all Technical Documents and Materials and for the transfer of the aforementioned rights. This also applies when they remain in possession of the Supplier. Until such time as they are requested, they Supplier will keep these safe free of charge.

## **12. Confidentiality**

12.1 The Supplier is obliged to treat the contractual relationship and its completion as such, as well as any information it receives in the course of the contract, as confidential, unless the Supplier can prove to SCHOTT that it was already aware of this information or that it was made available to him later without a confidentiality obligation by a third party authorized to do so, or that they were or later became generally accessible to the public without the Supplier being at fault for this.

12.2 Any disclosure with respect to deliveries or services which contain confidential information in accordance with item 12.1 requires the express prior written consent of SCHOTT.

12.3 The confidentiality obligation continues to be valid even after completion of the order.

## **13. Conveyance**

The Supplier shall only transfer the rights and obligations from the order to third parties with the prior written consent of SCHOTT.

**Internal**

#### **14. Severability**

If any provisions of these terms and conditions are or become invalid, either in whole or in part, then the validity of the remaining provisions will not be affected thereby.

#### **15. Place of performance and governing law**

15.1 Place of performance is the place of delivery indicated in the order.

15.2 The contractual relationship between SCHOTT and Supplier shall be governed and construed in accordance with the laws of Italy. The terms and conditions set out in the United Nations Convention for the International Sale of Goods (CISG) are hereby expressly excluded.

**Internal**