

## GENERAL TERMS AND CONDITIONS

### Article 1. Definitions

1.1. In these General Terms and Conditions of Sale (the “**Terms and Conditions**”), in addition to the terms and expressions that are defined throughout the body of these Terms and Conditions, the following terms shall have the following meanings:

- (a) “**Affiliate**” shall mean, with respect to Stevanato, any entity which indirectly or directly through stock ownership or through other arrangements either controls, or is controlled by or is under common control with, Stevanato.
- (b) “**Agreement**”: means jointly the Proposal, the Purchase Order, the Order Confirmation and the Terms and Conditions and any annexes attached thereto.
- (c) “**Buyer**”: means the Party who purchases the Equipment and shall also include, if any, its agents and/or intermediaries;
- (d) “**Confidential Information**” means all data and information of a technical, confidential or proprietary nature received by a Party (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”), as the case may be, including any information relating to, without limitation, manufacturing processes, know how, trade secrets, customers and markets, corporate structure and organization and other technical data, contracts, marketing material, business strategies, pricing strategies, products plans, services, developments, software, processes, engineering, samples and proprietary information that is non-public, confidential, or proprietary in nature, together with any analyses, compilations, forecasts, studies or other documents prepared by the Receiving Party that incorporates such information, and includes information received through oral,

written, electronic, or other communication and information acquired by observation during visits to the Disclosing Party’s facilities. All files, lists, records, documents, charts, drawings, specifications and computer programs which incorporate Confidential Information shall remain the property of the Disclosing Party.

- (e) “**Equipment**”: means the supply as a whole regardless of whether it is a supply of a single machine or of an entire line and/or its size and spare parts. The aforesaid term shall, without distinction, refers to standard Equipment or to non-standard Equipment, specifying that standard Equipment refers to Equipment which is described in the catalogue published by the Seller whilst non-standard Equipment refers to Equipment which has been manufactured, adapted, or upgraded according to the Buyer’s specific needs;
- (f) “**F.A.T.**”: means Factory Acceptance Test;
- (g) “**Force Majeure**”: means any unpredictable and unavoidable circumstance beyond the reasonable control of a Party affected thereby, in particular but without limitation, fires, explosions, wars or other hostilities, insurrections, revolutions, earthquakes, floods, epidemics or pandemics, shortage and/or slowing in procurement of raw materials and other components due to Force Majeure event applicable to the relevant supplier or shortage of energy supplies from Seller’s suppliers or unforeseeable governmental restrictions or controls;
- (h) “**Intellectual Property**”: means any ideas, concepts, discoveries, inventions, developments, proprietary information, know-how, trade secrets, techniques, methodologies, modifications, innovations, improvements, writings, documentation, electronic codes, data and rights (whether or not protectable under a national or

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international patent, trademark, copyright, trade secret, or similar laws) or the like, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable;

- (i) **“Party”**: means severally Buyer or Seller, as the case may be;
- (j) **“Parties”**: means jointly Buyer and Seller;
- (k) **“Proposal”**: means the document issued by Seller to the Buyer containing a sale proposal of its Equipment, even technical and/or commercial, in response to any Buyer’s request for information or request for proposal;
- (l) **“Purchase Order”**: means the document placed by Buyer to Seller containing the supply request;
- (m) **“S.A.T.”**: means Site Acceptance Test;
- (n) **“Seller”**: means Stevanato or any of its Affiliates, as the case may be;
- (o) **“Specifications”**: means all technical, design, physical, performance or other requirements, including packaging requirements that relate to the Equipment, as described in each Proposal, agreed upon in writing by Buyer and Seller.
- (p) **“Warranty Period”** shall mean, unless otherwise agreed by both Parties, a period of 12 (twelve) consecutive months that starts from the date of the successful S.A.T. or 120 (one hundred twenty) days from the delivery of the Equipment, whichever occurs first.

## Article 2. Scope

- 2.1. The Terms and Conditions shall constitute an integral and essential part of the Proposal and Order Confirmation of **Stevanato Group S.p.A.** an Italian company with registered office at Via Molinella 17, 35017 Piombino Dese (Padova, Italy) (**“Stevanato”**), or any of its Affiliates, to the Buyer and to any Purchase Order made by Buyer and accepted in writing by Seller for the sale of any

Equipment. Any terms and conditions contained on or attached to Buyer’s documents shall be void and inapplicable to the Agreement. For the sake of completeness, unless it is otherwise agreed by the Parties in writing, it is mutually acknowledged that the issuance of a Purchase Order implies that Buyer has accepted these Terms and Conditions.

- 2.2. The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the Equipment indicated in the Proposal.

## Article 3. Proposal and Purchase Order

- 3.1. The Proposal provided for by Seller to Buyer shall be deemed valid for 90 (ninety) calendar days from its submission, unless otherwise specified in each Proposal.
- 3.2. All Purchase Orders issued by Buyer shall be legally binding offers, and no Purchase Order shall be deemed accepted until specifically accepted in writing by Seller (the **“Order Confirmation”**).

## Article 4. Price and payment terms

- 4.1. Unless otherwise agreed by the Parties in writing, the price of the Equipment indicated in the Proposal excludes the costs mentioned under Article 4.4 below which shall be the sole responsibility of Buyer (the **“Price”**).
- 4.2. Unless otherwise agreed among the Parties, the payment conditions of the Price are the following:
- (a) 30% (thirty percent) of the Price to be paid immediately after the issuance of the Purchase Order by Buyer.
  - (b) 30% (thirty percent) of the Price to be paid at the completion of design phase and in any case invoiced no later than 90 days after the issuance of the Purchase Order.
  - (c) 30% (thirty percent) of the Price to be paid after successful F.A.T. at the Seller’s site.
  - (d) 10% (ten percent) of the Price to be paid after successful S.A.T. at the Buyer’s site. In the

event the S.A.T. has been delayed for any reason not due to Seller's breach, the final instalment shall be due for payment in any case no later than 120 (one hundred twenty) days from the delivery of the Equipment.

- 4.3. Except for the instalment at Article 4.2(a) that shall be paid at sight, the Buyer shall pay all amounts under the Agreement within 30 (thirty) days from the date of the relevant invoice, unless otherwise agreed in writing by the Parties.
- 4.4. The Price shall not include, and the Buyer shall be solely responsible for, all shipping and freight costs, insurance, export or import fees, customs duties or other governmental charges, sales or use or value added taxes or other taxes of any kind, and all other comparable costs or charges.
- 4.5. All payments shall be in cleared funds and in Euro, unless otherwise specified by Seller, and shall be made by Buyer to Seller by electronic funds transfer to the financial institution and account number of the Seller indicated by the Seller itself.
- 4.6. In case of late payment, even of single instalment, default interest shall automatically accrue on the outstanding amounts due to Seller from the date when such amounts shall be due to the date of the actual payment at the highest rate available under the applicable law, without being Seller required to notice the Buyer about its breach of the payment terms, and being moreover understood that the Buyer shall reimburse to Seller any and all costs and expenses incurred to collect past due amounts.
- 4.7. Notwithstanding the foregoing, in the event of late payment even of a single instalment, (i) the Seller shall be entitled to suspend the performance of any of its obligations hereto until the payment breach has been fully remedied; (ii) any guarantee on the Equipment shall be suspended and no legal effect will have until such time that Buyer has cured all payment defaults including any applicable penalties and interest. Upon full payment, all Equipment's guarantees that have not expired shall be reinstated for the remainder of their term, provided that Buyer shall not bring a guarantee claim against the Seller for any guarantee claim that first accrued during the guarantee suspension period. In addition to these

remedies set forth above, in the event of a late or no payment by Buyer, Seller shall be entitled to all remedies available at law or in equity due to such breach.

- 4.8. The Buyer shall have no right to and shall not at any time withhold or credit or setoff or otherwise deduct from its payment obligations to the Seller any asserted claims or damages or other amounts.

## Article 5. Letter of Credit

- 5.1. Should the Parties agree to execute the payment of Price through a letter of credit (the "**Letter of Credit**"), the Parties shall agree its content before the issuance of the Purchase Order, provided however that in any case the Letter of Credit shall: (i) be irrevocable, (ii) be confirmed with confirmation fees to be borne by Buyer; (iii) be issued by a primary international bank accepted by Seller; (iv) reflect all conditions of the Agreement; (v) be approved in its final version by Seller before its issuance.

## Article 6. Delivery and risk of loss

- 6.1. The Seller shall notify to the Buyer the transport readiness of the Equipment in advance as well as the date of delivery.
- 6.2. Unless otherwise agreed in writing among the Parties, the Equipment shall be delivered EX-WORKS Incoterms® 2020 site of Seller indicated in the Order Confirmation within +/- 7 (seven) days of the delivery date indicated in the relevant Order Confirmation.
- 6.3. The title to and all risk of loss for the Equipment shall pass to the Buyer on such date and at such time as the Equipment is delivered to the Buyer EX-WORKS Incoterms® 2020 site of Seller indicated in the Order Confirmation, unless another term of delivery is indicated in the Order Confirmation.
- 6.4. The Buyer shall be responsible for obtaining any import licences or documentation which is necessary for the country of destination or for any

intermediate destination to which the goods may be shipped or delivered to. Any import taxes shall be borne by the Buyer.

- 6.5. The Buyer shall immediately check the Equipment at the time of its receipt. In the event that obvious defects are found in the Equipment, the Buyer shall promptly notify the Seller within 7 (seven) days from the delivery; any failure of the Buyer to notify the Seller within the term above shall be deemed as a waiver of the Buyer in exercising its rights on this regard.

The damaged Equipment and the relevant packaging shall be preserved by Buyer to allow the Seller and/or the carrier to check it.

- 6.6. It is agreed that in the event of failure or delay by the Buyer to provide the Seller with information, documentation and materials necessary for the supply according to the Agreement, the leadtime and relevant milestones mentioned in the Proposal and accepted by Buyer (such as, without limitation, design phase, manufacturing phase, F.A.T., delivery date, S.A.T. etc.) shall be postponed accordingly and Seller shall not be deemed responsible for any delay. Furthermore, in the event that the Buyer somehow causes the delay in the manufacturing and delivery of the Equipment, all related expenses incurred by the Seller shall be charged to the Buyer including, without limitation, storage costs.

## Article 7. F.A.T.

- 7.1. Seller shall inform Buyer about the date of the start of performance of F.A.T. Promptly thereafter, Buyer shall inform Seller whether Buyer or its technicians shall participate in the F.A.T. or not, being understood that board, lodging and traveling expenses of such Buyer's technicians during the performance of F.A.T. shall be borne by Buyer. Should be impossible for the Buyer to attend the F.A.T. due to events of Force Majeure, the Seller shall hold the F.A.T. online by remote connecting.
- 7.2. The F.A.T. procedures shall be agreed upon by the Parties. In the event that the Parties do not agree on the aforementioned procedures, the Seller

shall be entitled to test the Equipment by using its standard testing procedures, provided that if Buyer requests further testing activities or start-up tests which are not included in the standard testing procedures of the Seller, the Seller shall be entitled to charge Buyer the additional costs accordingly.

- 7.3. All deviations, defects, errors and omissions found during the F.A.T. shall be recorded and repaired within the timeline mutually agreed in writing by both Parties.
- 7.4. In the event that F.A.T. is negative due to the fault of Seller, the Seller shall take all the necessary measures to ensure that the Equipment reaches the level of performance agreed with the Buyer. In the event that such procedure entails substantial changes to the Equipment, a new F.A.T. shall be performed in accordance with the abovementioned procedures. In such a case, it is agreed that the delivery terms shall be automatically postponed for the necessary period in order to allow the execution of further testing activities. For the sake of clarity, should F.A.T. be negative for (i) Buyer's responsibility; or (ii) for change of scope requested by Buyer, Seller shall not be liable for any cost or damage of any kind suffered by Buyer for F.A.T. postponement and Seller shall be entitled to charge all additional costs to Buyer.
- 7.5. The F.A.T. shall be considered to be positive in the event: (i) the Buyer attends the F.A.T. and sign the F.A.T. report or does not raise any written objections concerning the performances of the Equipment within 5 (five) days from execution of F.A.T., or (ii) the Buyer, having been duly notified of the F.A.T. date, does not attend it and the Seller, in performing the F.A.T., does not notice any irregularities in the performances of the Equipment, or (iii) the Buyer does not provide Seller within 60 (sixty) days from the receipt of Purchase Order confirmation all samples necessary to the Seller for the configuration of the Equipment and subsequent performance of F.A.T (the "**Samples**").

## Article 8. S.A.T.

- 8.1. Buyer shall perform the S.A.T. applying the same Samples provided to the Seller and in accordance with the schedule set forth in the Proposal agreed by Buyer. In the event Buyer does not apply the Samples to perform the S.A.T., it shall be considered to be positive.
- 8.2. Buyer shall notify Seller at least 2 (two) weeks in advance about exact date of the start of performance of S.A.T. Should be impossible for the Seller to attend the S.A.T. due to events of Force Majeure or other exceptional circumstances, the Buyer shall hold the S.A.T. online by remote connecting.
- 8.3. The S.A.T. of the Equipment requires compliance with the performance level for such site acceptance test as required under the Agreement. It is agreed that Buyer shall have 120 (one hundred twenty) days from the date of installation of Equipment at its premises to complete the S.A.T. to formally accept the Equipment. The Equipment shall be considered as accepted by Buyer in case Buyer fails to perform the S.A.T. within such 120-days term for reasons not due to Seller's breach or fault. Unless otherwise agreed in writing by the Parties, S.A.T. shall be performed by Buyer at the presence and with the support of Seller.
- 8.4. Once the S.A.T. has been satisfactorily completed, Buyer shall have 5 (five) days to sign the S.A.T. Report, being understood that when such term has expired the S.A.T. Report shall be considered as accepted by Buyer. Minor defects which do not affect the efficiency of the Equipment shall not prevent the acceptance.
- 8.5. Should it result after performance of the S.A.T. that the Equipment does not conform to the Specifications, Buyer shall notify Seller in writing within 8 (eight) days from the performance of the S.A.T. including the report of the alleged failures of conformance to the Specifications. If the failure of conformance is due to fault of Seller, Seller shall at its own choice either repair, reperform or replace the non-conforming Equipment.

## Article 9. Representations and Warranties

- 9.1. The Seller represents and warrants that for the Warranty Period the Equipment shall conform to the Specifications.
- 9.2. The Seller further represents and warrants that:
  - (a) is the sole owner of the Equipment, and hereby sell, assign, convey and transfer it to the Buyer, free and clear of all liens;
  - (b) it has the power, and has obtained at its own risk, all permits, regulatory licenses, registrations and authorizations required for the manufacture of the Equipment, if any, and therefore to provide Buyer with the Equipment procured under the Agreement;
  - (c) it has the necessary expertise, skill, knowledge and resources to provide the Equipment procured under the Agreement;
  - (d) the Equipment shall be provided with all professional diligence, skill and care, corresponding to good industry practice and in accordance with applicable law.
- 9.3. During the Warranty Period, Seller or a third party appointed by Seller shall replace, repair or reperform, as deemed necessary by Seller, the Equipment to conform with the warranties set forth under Articles 9.1 and 9.2 above, provided Buyer notifies Seller within 8 (eight) days from the discovery of the defect and in any event within the Warranty Period. The failure of the Buyer to notify Seller within such period shall waive and bar any claim the Buyer shall have against Seller as to the relevant defect. Seller shall not be responsible for any damages, repairs or other non-conformities to the extent caused in connection with any act or omission not performed by Seller, including without limitation any handling by Buyer or any damage caused by any party other than Seller.
- 9.4. The Parties acknowledge and agree that in no event shall the replacement, repair or reperformance of the Equipment performed according to Article 9.3 extend the validity of the Warranty Period.



- 9.5. The provisions of Article 9.3 contain the Seller's sole responsibility and Buyer's sole remedies for any damages in connection with the Agreement. In no event shall Seller be liable for any cost or damages other than what set forth under Article 9.3 above.
- 9.6. All wear and tear parts shall be excluded from the warranties set forth under Articles 9.1 and 9.2 above. Moreover, the warranties abovementioned are excluded in case of improper use of the Equipment or use not in compliance with the Specifications or the respective operational manual by the Buyer's personnel, in case of modifications or repairing to the Equipment that was not made by Seller or with its written authorization and in case the proper maintenance of the Equipment as described in the operational manual has not been performed.

## Article 10. Limitation of Liability

- 10.1. SELLER EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EVEN IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT BUYER MAY WARRANT THE EQUIPMENT TO ANY PERSON BEYOND THE SCOPE OF SELLER'S WARRANTY, SUCH ADDITIONAL WARRANTIES SHALL BE THE RESPONSIBILITY SOLELY OF THE BUYER.
- 10.2. UNDER NO CIRCUMSTANCES SHALL SELLER OR ITS RELATED PERSONS BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE BUYER OR ITS CUSTOMERS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF GOODWILL, PROFITS, USE OF MONEY OR USE OF EQUIPMENT, ARISING OUT OF BREACH OR FAILURE OF WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.
- 10.3. IF SELLER MANUFACTURES EQUIPMENT FOR BUYER BASED ON INSTRUCTIONS,

SPECIFICATIONS, OR OTHER DIRECTIONS PROVIDED SOLELY BY BUYER, SELLER SHALL NOT BE LIABLE FOR THE QUALITY OF THE EQUIPMENT TO THE EXTENT ATTRIBUTABLE TO SUCH INSTRUCTIONS, SPECIFICATIONS, OR OTHER DIRECTIONS AND THE SELLER SHALL NOT BE LIABLE FOR ANY INFRINGEMENT OF THIRD PARTIES RIGHTS.

- 10.4. The Buyer shall indemnify Seller and shall defend and hold Seller and its Affiliates and divisions, and their respective officers, directors, shareholders, employees and agents harmless from and against any and all claims, suits, judgments, costs, liabilities, damages or losses, including reasonable attorneys' fees, in any manner arising out of the use of the Equipment supplied hereunder and any product manufactured in connection with such.

## Article 11. Intellectual Property

- 11.1. The Intellectual Property developed or created by the Seller, or by any third parties commissioned by the Seller, shall vest in and be owned by the Seller. The Buyer acknowledges that the Seller is the exclusive owner of the Intellectual Property and shall keep all such information confidential and shall not reveal such information to any third party unless and until such information becomes available in the public domain; furthermore, such information shall not be used by the Buyer for purposes which differ to those relating to the use of the Equipment without the prior written consent of the Seller.
- 11.2. The Buyer shall acquire no right, title or interest in the Intellectual Property.

## Article 12. Force Majeure

- 12.1. The Seller shall be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by the occurrence

of any Force Majeure contingency, both in case the Force Majeure event directly affects Seller or it affects a third party whose performance is necessary for Seller to comply with the Agreement. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay; provided that Seller shall promptly notify the Buyer as soon as possible in writing and regularly update the Buyer as to the anticipated scope and duration of the delay and shall use its commercially reasonable efforts to resume performance as soon as possible.

### Article 13. Term and Termination

13.1. The Agreement shall remain in force until the completion of the transaction set forth under the Agreement (the **“Term”**), unless earlier terminated in accordance with these Terms and Conditions.

13.2. Once the Buyer’s Purchase Order has been accepted in writing by the Seller, it cannot be cancelled without the express written consent of the Seller and in case Buyer’s cancellation request has been accepted by Seller, the following cancellation fees shall be immediately paid by Buyer to Seller:

Buyer’s cancellation request	Cancellation fee (% of the Purchase Order value)
During design phase, before construction	30% of the total Purchase Order value
At or after design review	45% of the total Purchase Order value
During construction before machine wiring	60% of the total Purchase Order value
After wiring, before final setup	90% of the total Purchase Order value
After final setup	100% of the total order value

13.3. Either Party may terminate the Agreement for material breach by giving written notice to the other Party and specifying the nature of the breach. If the other Party has not cured the breach within 30 (thirty) days of receipt of the notice of breach (or such longer period if such breach cannot reasonably be remedied within such 30 day-period), then the non-breaching Party shall have the right to terminate the Agreement by notifying it to the other. For the sake of clarity, any breach caused by events of Force Majeure shall not be attributable to the defaulting-Party and such Article 13.3 shall not apply.

13.4. Without prejudice to the general rules of the governing law concerning termination, Seller shall have the right to terminate immediately the Agreement by written communication to be sent to the Buyer in the event Buyer:

- (a) discloses any Confidential Information in breach of Article 15 below;
- (b) becomes insolvent;
- (c) makes an assignment for the benefit of creditors;
- (d) is involved in proceedings in bankruptcy or reorganization or for an appointment of a receiver or trustee for its properties instituted by or against it in any court having jurisdiction thereof, and such proceedings be not vacated, set aside or stayed within ninety (90) days thereof, or if Buyer attempts to enter into a general compromise of its liabilities;
- (e) does not comply with the Code of Ethics in breach of Article 17.2 below;
- (f) does not comply with the Model in breach of Article 17.3 below;
- (g) exports, promotes, markets or sells the Equipment to persons or entities in breach of Article 17.4 below.

## Article 14. Subcontract

14.1. Seller shall be entitled to delegate or subcontract the performance of any activity to be provided for under the Agreement to any third party which has subscribed an agreement with Seller and, in any case, to any of its Affiliates (the “**Third Party**”). Seller hereby assumes responsibility for the work provided by the Third Party and shall ensure that the activities provided by such Third Party comply in all respects with the Agreement.

## Article 15. Confidentiality

15.1. During the Term of the Agreement the Disclosing Party may disclose or make available certain of its Confidential Information to the Receiving Party; in this regard, the Receiving Party agrees to use any Confidential Information received by it hereunder solely for the subject matters of the Agreement. The Receiving Party further agrees that it shall: (i) maintain the Disclosing Party’s Confidential Information in strict confidence exercising at least the same degree of care to prevent unauthorized disclosure as it does for its own confidential information but in any case, not less than a reasonable degree of care; and (ii) not disclose to any third parties any of the Disclosing Party’s Confidential Information, provided, however, that any Confidential Information may be disclosed to those of its or its Affiliates’ Representatives who need to know that Confidential Information, it being understood that such Representatives shall be informed by the Receiving Party of the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially and that the Receiving Party shall be responsible for any breach of the Agreement by its and its Affiliates’ Representatives. For the purposes hereof, “**Representatives**”, when applied to either Party hereto, means the directors, officers, employees, agents, accountants, consultants and advisors of such Party and Affiliates.

15.2. Without limiting the foregoing, Confidential Information shall also include the Agreement, as a consequence of that, without the Disclosing Party’s prior written consent, the Receiving Party shall not disclose to any person either the fact that the Agreement has been agreed concerning any of the terms, conditions or other facts with respect thereto.

15.3. The limitations on the use set forth above in this Article 15 shall not apply to any information that:

- (a) is now public knowledge or that hereafter becomes public knowledge through no breach of the Agreement by the Receiving Party; or,
- (b) is properly provided to the Receiving Party without restriction by a third-party who has not obtained such information under any confidentiality obligation to the Disclosing Party or the Disclosing Party’s Affiliates or disclosed such information in breach of an obligation to the Disclosing Party; or
- (c) the Receiving Party can show, through competent proof, was already in its possession on a non-confidential basis at the time of receipt from the Disclosing Party hereunder; or
- (d) the Receiving Party can show, through competent proof, was independently developed by the Receiving Party or Receiving Party’s Affiliates in the course of work by employees, consultants or agents of it or of its Affiliates without the aid, use or application of any Confidential Information that the Disclosing Party had provided to the Receiving Party hereunder.

15.4. Notwithstanding the foregoing, in the event that the Receiving Party is required, by any law or regulatory authority of competent jurisdiction, to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party may make such disclosure, subject to the following conditions:

- (a) to the extent practicable, prior to making any such disclosure, the Receiving Party shall provide the Disclosing Party with (i) written notice of the proposed disclosure in order to provide the Disclosing Party with sufficient



opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure, and (ii) reasonable assistance in seeking such protective order or other similar order, and

- (b) the Receiving Party shall disclose such Confidential Information only to the extent required by the protective order or other similar order, if such order is obtained, and, if no order is obtained, the Receiving Party shall disclose only the minimum amount of such Confidential Information required to be disclosed in order to comply with the applicable law or action of such regulatory authority after consultation with counsel.

15.5. At any time upon the request of the Disclosing Party, or upon the expiration or earlier termination of the Agreement, whichever occurs first, the Receiving Party shall promptly return Confidential Information of the Disclosing Party or, at the sole option of the Disclosing Party, shall destroy all copies thereof in accordance with this Article 15, together with all notes, drawings, abstracts and other information relating to the Disclosing Party's Confidential Information prepared by the Receiving Party or any of its Affiliates, regardless of the medium in which such information is stored. At the Disclosing Party's written request, the Confidential Information shall be destroyed by the Receiving Party and such destruction shall be certified in writing by an authorized officer of the Receiving Party. The return or destruction of any Confidential Information as provided above shall not relieve the Receiving Party of any of its confidentiality obligations herein.

15.6. The Parties acknowledge and agree that the provisions of this Article 15 are reasonable and necessary to protect Disclosing Party's interests in its Confidential Information, that any breach of the provisions of this Article 15 may result in irreparable harm to Disclosing Party and its Affiliates, and that the remedy at law for such breach may be inadequate. Accordingly, in the event of any breach or threatened breach of the provisions of this Article 15, Disclosing Party, in addition to any other relief available to it under the Agreement, at law, in equity, or otherwise,

shall be entitled to temporary and/or permanent injunctive relief restraining the breaching Party or any other person or entity from engaging in or continuing any conduct that would constitute a breach of this Article 15, without the necessity of proving actual damages or posting a bond or other security.

- 15.7. No right or license, either expressed or implied, over Confidential Information is granted to the Receiving Party under the Agreement.
- 15.8. Receiving Party's obligations of non-disclosure and non-use under the Agreement shall endure for 10 (ten) years from the expiration or earlier termination of the Agreement, whichever occurs first. With respect to the Confidential Information marked as trade secrets, the obligations under the Agreement shall continue until the trade secret become part of the public domain without breach of the Receiving Party or abuse of any third party. For the purposes of this Article, "**trade secrets**" shall mean any Confidential Information protectable as trade secrets in compliance with EU Directive no. 2016/943.
- 15.9. In the event the Parties have executed a non-disclosure agreement concerning the subject matter hereof, it shall supersede the content of this Article 15 and shall apply for Confidential Information to be disclosed between the Parties for the purposes of the Agreement.

## Article 16. Privacy

16.1. Each Party undertakes to treat the data an information transmitted under confidentiality and not to disclose them to unauthorized persons, nor to use them for purposes other than those for which they were collected or to transmit them to third parties other than those indicated below. Personal data acquired directly or through third parties for pre- contractual, contractual and legal purposes – in paper, electronic or telematic form- respectively by the Seller and the Buyer, each as Data Controller, are processed in compliance with the GDPR and other privacy applicable law. The acquired data

shall be kept for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed and in compliance. The Buyer can exercise all the rights referred to in Art. 15-22 of GDPR by sending a message to [info.privacy@stevanatogroup.com](mailto:info.privacy@stevanatogroup.com). For completeness and further information, the Seller make available the complete Privacy Policy on web site: [www.stevanatogroup.com](http://www.stevanatogroup.com).

## Article 17. Miscellaneous

- 17.1. Unless otherwise specified herein, all notices required or permitted to be given under the Agreement to Seller shall be in writing and shall be (a) delivered personally, (b) sent by registered mail, return receipt requested (and anticipated via e-mail), postage prepaid, (c) sent by a nationally-recognized courier service guaranteeing next-day or second day delivery, charges prepaid, to the addresses of the Seller set forth below:

Via Molinella 17  
35017 Piombino Dese  
Padova, Italy

attention: Group Legal Department

an electronic copy to:  
[general.counsel@stevanatogroup.com](mailto:general.counsel@stevanatogroup.com)

- 17.2. The Buyer agrees to comply with the Stevanato Group Code of Ethics (as amended from time to time, the “**Code of Ethics**”), available at <https://www.stevanatogroup.com/code-of-ethics/>. Compliance with the Code of Ethics shall be deemed an essential obligation for the Buyer. In case of non-compliance with the Code of Ethics by the Buyer, the Seller shall be entitled to forthwith terminate the Purchase Order in progress by simply sending to the Buyer a written termination notice.

- 17.3. The Buyer is informed that Seller (to the extent it is an Italian company) has adopted an Organization, Management and Control Model (the “**Model**”), that includes the Code of Ethical Conduct and Disciplinary System as required by

Italian Legislative Decree n. 231/2001. The Model outlines the ethical principles and standard of conduct that must be observed at all time by contractors, consultants, supplier, commercial partner, provider of service and in general all people or companies working with the Seller. The Buyer undertakes to adhere to the principles expressed by the aforementioned Model, to respect its contents and to refrain from any behavior aimed at configuring the offenses indicated in Legislative Decree 231/2001 and its subsequent amendments and additions.

The commitment referred to in the previous paragraph is to be understood as extended to all Buyer employees, collaborators and consultants. The acknowledgement of Buyer criminal and / or administrative responsibility for one of the crimes referred to in Legislative Decree 231/2001 represents a serious breach, therefore the Seller reserves the right to act to protect itself.

- 17.4. Buyer shall not, directly or indirectly, export, promote, market, or sell the Equipment to, or engage in any other transaction or dealing relating to the Equipment with any individual and/or company owned or controlled by, or acting for or on behalf of, countries included in the Specially Designated Nationals and Blocked Persons List maintained by The Office of Foreign Assets Control of the US Department of the Treasury (“**OFAC**”) and available at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists> and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive orders.

This obligation shall be deemed an essential obligation for the Buyer. In case of non-compliance by the Buyer, the Seller shall be entitled to forthwith terminate the Purchase Order in progress by simply sending to the Buyer a written termination notice.

In any case the Buyer shall indemnify the Seller and hold its Affiliates and their respective legal representatives, directors, managers, employees and agents harmless from and against any and all claims,

suits, judgments, costs, liabilities, damages or losses, including reasonable attorneys' fees, in any manner arising out of the breach of this Article 17.4.

17.5. The Agreement sets forth the entire understanding and agreement between the Parties as to the matters covered herein and supersedes and replaces any prior understanding, agreement, or statement of intent among the Parties, in each case, written or oral, of any and every nature with respect thereto.

17.6. No tacit, oral, or written subsidiary agreements have been concluded. Amendments and supplements to the Agreement shall be made exclusively by Seller. No waiver of any of the provisions of the Agreement shall be valid unless embodied in writing executed by the Party against whom the waiver is sought to be enforced. No such waiver shall be deemed to constitute the waiver of any other breach of the same or of any other term or condition of the Agreement.

17.7. Buyer shall not be entitled to transfer or assign (directly or indirectly in whole or in part) any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller.

17.8. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent of the other Party, create any employer-employee relationship, or authorise a Party to make or enter into any commitments for or on behalf of the other Party. The Parties are independent contractors.

17.9. The invalidity or unenforceability of any provision in the Agreement shall not affect the validity of any part of the remaining Agreement, and the same shall apply if any provision of the Agreement should become invalid or unenforceable at a later date. In place of the invalid or unenforceable provision, the Parties to the Agreement hereby undertake to agree a valid provision which comes as close as possible to the intended legal and commercial meaning and purpose of the invalid or unenforceable provision. The same shall also apply if it emerges

that there are any omissions in the provisions to the Agreement.

17.10. The Agreement and all disputes arising hereunder and/or related to the Equipment purchased by Buyer shall be governed by and interpreted in accordance with the laws of Italy, without giving effect to conflict of laws provisions thereof. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of Padova, Italy. The Parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods of Wien (1980).

Document valid since May 3<sup>rd</sup>, 2024  
Approved by SG Legal Department

**Seller**

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Name:

Title:

Date:

**Buyer**

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Name:

Title:

Date:

The Buyer specifically approves the following provisions of the foregoing Terms and Conditions: Article 4.7 (suspension); Article 4.8 (no withhold right); Article 6.5 (obvious defects); Article 7.5 (F.A.T. acceptance); Article 8.4 (S.A.T. acceptance); Articles 9 (representations and warranties); Article 10 (limitation of liability); Article 13.2 (cancellation fees); Article 17.4 (Sanction lists); Article 17.7 (transfer or assignment); Article 17.10 (law and jurisdiction).

**Buyer**

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Name:

Title:

Date:

Document valid since May 3<sup>rd</sup>, 2024  
Approved by SG Legal Department