GENERAL CONDITIONS OF PURCHASE

Article 1: Subject

1.1 These general conditions of purchase (the "General Conditions") establish the contractual conditions governing the purchase of raw materials, semi-finished products or preparations (the "Goods") and of services (the "Services") by Stevanato Group S.p.A. or by one of the companies forming part of the Stevanato Group (the "Company"), from any supplier (the "Supplier", and, together with the Company, the "Parties", and each individually, a "Party"), and with reference to any order relating to the Goods and Services (the "Order") accepted by the Supplier. These conditions cancel and replace all previous general conditions of purchase.

1.2 In the event of conflict between these General Conditions and the conditions contained in the Order, the conditions contained in the Order shall prevail.

1.3 Unless otherwise agreed in writing by the Parties, in the event of conflict between these General Conditions and the Supplier's general conditions of sale, these General Conditions shall prevail. Any general clause or condition added by the Supplier to these General Conditions, to the Order or to the corresponding Order Confirmation (as defined below), or to any other annexed document, shall be considered as a proposal to supplement these General Conditions, and shall be binding on the Company only if expressly approved in writing by the latter, no regard being paid either to the unconditional acceptance of the supply of the Goods or Services, nor, much less to the payment of the consideration.

1.4 The validity of any verbal agreements, including amendments and additions to these General Conditions and to the Orders, is subject to mandatory written confirmation by the Company.

Article 2: Orders - Order Confirmation

2.1 Orders shall be sent by the Company exclusively in writing, and must be confirmed by the Supplier in the shortest possible time, and in any event not later than 5 (five) days from their reception, by returning a copy of the Order form and a copy of these General Conditions, both duly signed ("Order Confirmation").

2.2 In the case of Orders for the supply of Goods for which, by law or by request of the Company, a safety data sheet is required, the Supplier must provide the Company, without additional expense or cost to the latter, with a certificate of conformity therewith, attaching a copy to the inside of the packaging of the Goods and sending an advance copy to the Company's Purchase Office. The Company reserves the right to revoke the Order or refuse the supply in the event of failure to send the certificate of conformity with the safety data sheet.

Article 3: Prices

3.1 The prices of the Goods and Services indicated in the Company's Order and confirmed by the Supplier shall be considered fixed and immutable. In the event that the Order concerns the supply of Goods, the prices – unless otherwise agreed upon by the Parties in writing - shall be understood to be inclusive of the costs of packaging, 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, except as provided by** Article 6 below.

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3.2 Any variation in price (increase or reduction), which is due to changes or modifications in the characteristics of the Goods or in the performance of the Services, must be promptly notified to the Company, and shall be effective only if expressly approved in writing by the latter before the shipping of the Goods and/or the start of provision of the Services. Moreover, in the event of failure to notify a variation in price, the Company reserves the right to revoke the Order or to refuse the supply of the Goods and/or the provision of the Service.

Article 4: Payments

4.1 Unless otherwise agreed upon by the Parties in the Order, payments shall be made to the Supplier, via bank transfer, not later than 90 (ninety) days end of month - unless otherwise agreed upon by the Parties in writing – from the later to occur between (i) the issuance of the invoice by the Supplier, or (ii) the shipment of the Goods or the completion of the Services (as applicable).

4.2 Payments shall be made by the Company exclusively to the Supplier. In accordance with Article 1260, paragraph 2, of the Italian Civil Code, the Supplier's credit towards the Company may not be assigned, unless the Company has authorized in writing the assignment.

4.3 Every invoice must state the Order number to which it relates and must be sent to the Company, at the address specified in the Order unless otherwise agreed.

Article 5: Performance of the Order

5.1 The Supplier undertakes to supply the Goods and perform the Services requested in strict observance of the terms and conditions indicated in the Order and in these General Conditions. Any expense or cost borne by the Company and caused, directly or indirectly, by performance of the Order otherwise than in the specifications indicated in the Order, where not expressly approved in writing by the Company, shall be at the exclusive expense of the Supplier.

5.2 In the event of delays in the supply of the Goods or in the provision of the Services, the Supplier must inform the Company in writing and with appropriate notice. The Company reserves the right not to accept the supply or the provision of the services if the difference in performance is prejudicial to its interests.

Article 6: Delivery and handover of the Goods

6.1 The Goods must be provided with packaging and labelling appropriate to the chosen method of transport, and must be insured against natural disasters and transport risks. In case of transport of dangerous goods, the relevant ADR regulations must be observed. Any pallets and other materials supplied by the Company for handling or transporting the Goods shall remain the property of the Company, and must be returned to it.

6.2 All packaging, shipping orders and delivery notes must state the Order number, the Supplier code, the article code and the production batch (if any) of the Goods. This documentation must be sent in advance by fax or email at the time of shipping.

6.3 Unless otherwise provided in the Order, the Goods will be delivered as DDP (Incoterms® 2010) to the Company's plants indicated in the Order.

6.4 In the event that the indication of the prices of the Goods in the Order is not inclusive of transport costs or in the event that a different mode of delivery is specified, which requires the Company to bear the transport costs, the Goods must be shipped at the lowest possible cost, subject to prior written approval by the Company. If a specific

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method of shipment of the Goods is expressly indicated in the Order or if the carrier or a particular route has been designated, the Supplier must ensure that everything is done at the lowest possible cost.

6.5 In case of parcel post shipping, the postage costs must always be entirely paid by the Supplier, without any further cost or expense to the Company. In the event that the postal costs are charged to the Company, the prices must be inclusive of such costs.

6.6 Unless otherwise provided in the Order, and irrespective of the terms of delivery chosen, the title and risk connected with the deterioration and/or loss of the Goods shall always be transferred to the Company at the time of delivery thereof at the agreed place.

6.7 It remains understood that the delivery dates must be understood to refer to the specific delivery terms indicated in the Order.

Article 7: Subcontracting

7.1 The Supplier shall not subcontract to third parties ("Subcontractors") any manufacturing of Goods or performance of Services that Supplier is obligated to perform under an Order without the Company's prior written approval, and further provided, however, that in case of such subcontracting as provided for herein (i) Supplier shall enter into agreements with all Subcontractors that contain confidentiality terms at least as strict as those set forth in Article 12 hereof, as well as any other terms necessary to ensure that Supplier meets its obligations hereunder, (ii) no such subcontracting by Supplier shall relieve it of its obligations hereunder, and (iii) all such Subcontractors are subject to and comply with the provisions of the Order and these General Conditions.

Article 8 – Supply of Services

8.1 If construction works and activities auxiliary thereto are specified, the construction works shall be subject to the Company's special contractual conditions and to the particular specifications.

8.2 The Supplier shall at all times be solely and exclusively responsible for paying all compensation and providing all benefits to its employees, consultants and subcontractors employed in the performance of the Services and for all related earnings reports and all withholding, employment, and payroll tax and social security contribution payments to all competent authorities. Supplier moreover undertakes to promptly provide to Company, upon its request, due evidence of the full payment of the above amounts by it and any subcontractors entrusted by the Supplier, and agrees that Company may suspend the payment of the sum owed to Supplier until the latter will have demonstrates to have regularly paid the amounts above indicated.

Article 9: Declarations - Guarantees

9.1 In accepting the Order, the Supplier:

a) declares that the Goods required by the Company form part of its current production, and/or that the technical knowledge/technologies of its own company and its own business organization are suitable for the timely performance of the Services required by the Company;
b) guarantees that the Goods or any result obtained by the provision of the Services do not violate national/international industrial property rights, patent rights or industrial secrets of any kind relating to the processes for the production of the Goods or the provision of the Services;
c) guarantees, in the case of Orders concerning the supply of Goods, in addition to the guarantees provided, implicitly or explicitly, by the law or by these General Conditions or by individual Orders, that it can validly

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transfer to the Company full ownership of the Goods which are the subject of the Order; also guarantees that the Goods (i) are free from any lien or encumbrance, (ii) are free of any fault, defect in materials or workmanship, which might diminish their value and/or render them unsuitable, even if only partially, for the use for which they are intended, (iii) conform to the drawings, specifications and instructions issued by the Company or attached to the Order, (iv) are suitable and conform to the applicable pharmaceutical standards and the use for which they have been purchased, (v) have been designed, produced and assembled in compliance with the applicable laws;

d) guarantees, in the case of Orders concerning the provision of the Services, that the services shall be performed according to professional standards and shall conform: (i) to the requirements indicated in these General Conditions; (ii) to the standards of performance and diligence applied, at the time at which the Services are performed, by the organizations of professionals or entrepreneurs who engage in the provision of services of an equal nature; (iii) to the laws and other applicable standards of performance.

9.2 If the Goods or Services performed are affected by defects, or do not conform, or violate any declaration or guarantee made by the Supplier pursuant to these General Conditions or the Order, without prejudice to any other remedy provided by law, the Supplier shall proceed with the elimination of the defects of conformity or the replacement of the Goods or the appropriate provision of the Services.

9.3 If within a reasonable time, determined by the Company, the Supplier does not comply as above, or declares itself unable to comply as above within the terms indicated, the Company, at its own absolute discretion and without prejudice to any other remedy provided by law, shall have the right:

- to terminate the Order, in accordance with article 1456 of the Italian Civil Code, without prejudice to its right to claim damages;
- to obtain a reduction in the price of the non-conforming Goods or Services;
- to act by its own initiative in order to eliminate the defects in the Goods, or to guarantee the appropriate provision of the Services, or to have third parties eliminate the defects in the Goods, or to require new supplies of Goods from third parties, or to have third parties provide the appropriate Services, all at the expense of the Supplier.

9.4 The guarantee period for the Goods for non-conformity with the warranty referred to in paragraph 9.1 above, is 12 (twelve) months starting with the delivery of the Goods to the Company's plants indicated in the Order (or to other agreed place), or the maximum period provided by applicable law; whichever is longer. In accordance with article 1490, paragraph 1, of the Italian Civil Code, timely reporting of defects shall mean reporting not later than 1 (one) month after the supply or not later than 1 (one) month after their discovery, without prejudice to any longer period provided by applicable law.

Article 10: Inspections

10.1 All the Goods and Services indicated in the Orders shall not be deemed to have been accepted by the Company until the final inspection by the Company, which is to be made at the Company's plants.

10.2 Any previous inspection made at source and any payment made shall never be intended as an exemption or discharge of the Supplier from the guarantee obligation provided in these General Conditions or in the Orders, nor may they preclude the Company's right to refuse the Goods and the Services and to exercise the remedies referred to in these General Conditions.

10.3 Supplier shall permit the Purchaser and its auditors to conduct audits of the facility where the Goods are manufactured and stored or the Services performed, and the pertinent records maintained by Supplier in connection thereto. Supplier shall provide all cooperation, access and information reasonably requested by the Purchaser in connection with any such audit.

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Article 11: Safety provisions

11.1 In the supply of both Goods and of Services, the legal or regulatory provisions governing the Goods and/or Services ordered must be observed, particularly in cases where provision is made for the use of hazardous technical devices or chemical products, or if there is provision for the adoption of preventive measures for environmental purposes.

11.2 It remains understood that the cost of any device or apparatus designed to perform a safety function, and of any measures adopted for the same purpose, shall be borne by the Supplier.

Article 12: Materials owned by the Stevanato Group

12.1 Drawings, models, moulds, examples, samples and tools (the "Materials") made available to the Supplier by the Company shall remain the property of the Company which provided them and shall be used solely for the purposes of the appropriate supply of the Goods or Services. They must be promptly returned by the Supplier at the Company's request, at any time or in any event not later than the time specified in the Order for the supply of the Goods and Services.

12.2 The Materials must be identified at the time of their delivery to the Supplier and labelled as the property of the Company. It remains understood that any maintenance of the Materials belonging to the Company and used by the Supplier shall be borne by the latter.

Article 13: Confidentiality

13.1 Unless otherwise specified in writing by the Company, the Supplier undertakes (also on behalf of its representatives, managers, employees and agents) to keep confidential all the information (the "Confidential Information") obtainable from the Materials or in any way received from the Company, relating to the Goods (including, but without any limitation, documents, data, contracts, deeds of provenance, reports, business plans, financial statements, provisional estimates and analyses, operating data, records and books of account, commercial secrets, know-how, drawings, plans, maps, market reports, manuals and commercial policies and procedures), to the ongoing commercial transaction or to Company or the Stevanato Group, except where such Confidential Information:

i. is or becomes available to the public without intervention or fault of the Supplier;
ii. has been obtained by the Supplier from another source of information of which it was legitimately in possession, without any limitation;
iii. must be revealed by order of the Judicial Authority.

13.2 Upon the Company's written request, the Supplier shall promptly return all Confidential Information and shall destroy any other material prepared (or portion thereof) which contain Confidential Information. Promptly thereafter, the Supplier shall notify the disclosing Party in writing that all Confidential Information has been returned or destroyed in accordance with the foregoing, except that Supplier may keep one (1) copy of Confidential Information to be used only to prove compliance with these General Conditions.

13.3 Without prejudice to any other remedy provided by law, the Supplier undertakes to indemnify the Company and hold it harmless from any damage, liability or loss (including the associated legal expenses and fees) which it may suffer on any account, and which is a direct consequence of the non-fulfilment by the Supplier and/or its representatives of the obligations referred to in this Article, provided in any case that the loss of the media containing the Confidential Information or the disclosure of the Confidential Information must be immediately notified to the Stevanato Group, so as to allow the latter to apply more suitable remedies and measures.

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13.4 No right or license, either express or implied, under any patent or proprietary right is granted hereunder by virtue of the disclosure to Supplier of the Purchaser Confidential Information or delivery of the Materials hereunder.

Article 14: Ownership of products and inventions

14.1 In the case of the supply of Goods, the products and inventions, patentable or otherwise, resulting from the processing of the Goods by the Company shall be the exclusive property of the latter. No rights over the products or inventions may be claimed by the Supplier or by third party assignees of the Supplier.

14.2 In the case of the supply of Services, unless explicitly agreed to the contrary under the Order, ownership of the drawings, descriptions, calculations and every activity performed by the Supplier or by third parties to whom the provision of the Services has been subcontracted shall be transferred to the Company at the time of their realization without any additional cost to the latter. The Parties hereby agree with immediate effect that the Supplier or the third parties, and their assignees, shall have no rights over the works resulting from the provision of the Services. Any inventions developed by the Supplier in the course of the provision of the Services, whether patentable or otherwise, shall be the exclusive property of the Company, without any consideration being due to the Supplier.

Article 15: Data processing

15.1 Personal names, addresses and financial data acquired directly by the Company or by the Stevanato Group (the data controllers) may be processed with automated and non-automated means. The lawful bases for the processing of such data may be:

i. contractual requirements;
ii. legal requirements;
iii. enabling efficient management of the commercial relations between the Parties;
iv. for the purposes of credit protection.

15.2 Email addresses provided, as well as traditional postal addresses, may be used by the company for sending advertising material concerning services similar to those already rendered to previous customers, unless the Party which is the controller of such data expressly opposes the specific data processing.

15.3 Failure to provide data - where not mandatory – the data controller will inform the interested Party should such failure affect the management of the commercial relationship between the Parties.

15.4 The data may be communicated in Italy and//or abroad exclusively for the purposes indicated above and processed by parties other than the Company and the Stevanato Group, such as:

- the Stevanato Group's network of agents;
- factoring companies;
- credit institutions;
- debt recovery companies;
- credit insurance companies;
- commercial information companies;
- professionals and consultants;
- companies operating in the transport sector;
- other companies within the Stevanato Group.

In any event, any transfer of personal data to a third country will occur only in compliance with the provisions of Art. 44 of the EU Regulation 2016/679 (the “GDPR”).

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15.5 For the purposes indicated above, the data may be communicated to the following categories of designated persons in charge of data processing:

- employees of companies within the Stevanato Group;
- collaborators of companies within the Stevanato Group.

15.6 The data subjects concerned may exercise all the rights laid down under Artt. 15-21 of the GDPR (including the rights of access, correction, updating, opposition to processing and deletion) by contacting the Personnel Office of the Stevanato Group at the following e-mail address [•].

15.7 The list of the data processors may be requested from the Personnel Office of the Stevanato Group.

Article 16: Indemnity and Hold Harmless Clause

16.1 The Supplier undertakes to indemnify and hold harmless the Company, its Affiliates, and its and their officers, directors, employees, and agents from and against any and all damage, loss, cost and/or expense of any kind, including, without limitation, the costs, expenses, and disbursements, as and when incurred, of investigating, preparing, or defending any action, suit, proceeding, or investigation asserted by a third party (including legal expenses and fees) borne by the Company, which are connected with, caused by, relating to, based upon, arising out of, whether directly or indirectly, the Goods and Services supplied or which arises from the violation of the guarantees provided and the undertakings made by the Supplier in these General Conditions, the Order or arising from actions, omissions or negligent conduct by the Supplier (or by the parties to whom it has subcontracted the provision of the Services) relating to the Goods or Services supplied.

Article 17: Termination - Withdrawal

17.1 In addition to the cases provided for by law and by these General Conditions, the Company reserves the right to withdraw from the Order, by sending to Purchaser a registered letter with advice of receipt and with immediate effect, or from the confirmed Order if the Supplier is, or Company has reasons to believe is, unable, even temporarily, to fulfil the Orders or provide the Services, or is admitted to any insolvency proceedings.

Article 18: Communications

18.1 For the purposes of these General Conditions, written communications and confirmations shall be taken to mean communications which arrive by registered letter with return receipt, email or fax at the addresses and numbers indicated in the Orders.

Article 19: Applicable law and jurisdiction

19.1 The supply relationship existing between the Parties and relating to the Goods and Services, as governed by these General Conditions, is regulated by Italian law.

19.2 The Parties agree that any dispute which may arise between the Parties relating to the supply of the Goods and the provision of the Services, and/or to the execution, interpretation, validity and performance of these General Conditions, shall be exclusively submitted to the Court of Padua, Italy.

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Place: _____Date: _____

The Company

_____

Signed in acceptance:

The Supplier

_____

In accordance with and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it expressly approves the following provisions: Articles 6.7 (Risk of deterioration of the Goods); 7.1 (Liability for activities of third parties); 9 (Guarantees - Liabilities); 10 (Inspections); 13 (Confidentiality); 14 (Ownership); 13.2, 16 (Indemnity); 17 (Termination and withdrawal); 19 (Applicable law and exclusive jurisdiction).

Place: _____Date: _____

The Company

_____

Signed in acceptance:

The Supplier

_____

Document valid since June 12th, 2023
Approved by SG Legal department