



Purchase terms of V-Valley S.r.l.

1-SUBJECT

1. These Purchase Conditions (henceforth the "CONTRACT") have validity for all legal purposes.
2. The goods shall be purchased from time to time by issuing appropriate orders.
3. The SUPPLIER accepts and commits himself to supply the goods ordered by V-VALLEY pursuant the terms and condition of the CONTRACT.
4. This CONTRACT shall apply to the entire supplies of products in any way effected by the SUPPLIER notwithstanding the SUPPLIER's General terms and condition.
5. Any particular conditions and exceptions or changes to this CONTRACT shall be valid solely if specifically agreed in writing between the SUPPLIER and V-VALLEY.

2-ORDERS

1. Each order shall exclusively regard the products expressly indicated in the same.
2. V-VALLEY shall clearly specify the products in the order: the current code and description of the products listed in the SUPPLIER's price list may be used to these purposes from time to time.

3-PRICES

1. The SUPPLIER's price list shall be changed unilaterally by the SUPPLIER only after formally informing V-VALLEY.
2. The SUPPLIER shall supply V-VALLEY with the official price lists, on which the purchase orders shall be based; any special quotations may be agreed previously between the Parties.
3. The products shall be invoiced at the price specified in the related order, as accepted by the SUPPLIER. All prices shall be quoted in Euro (or in agreed currency), net of IVA, transport and insurance.
4. Should there be price list increases, the SUPPLIER shall maintain the same prices as those prior to the start date of the price list for all orders made by V-VALLEY prior to the date of the price list increases but not yet dealt with.

4-PURCHASE PRICE PROTECTION

Should the price list be reduced, the SUPPLIER shall apply a price adjustment as per the new price list to V-VALLEY for unfilled orders. The same practice shall apply regarding goods in transit and in the case of unsold goods in V-VALLEY's warehouse through the issue of special credit notes. In the case of goods in transit and unsold goods in V-VALLEY's warehouse, the latter shall forward a written request for the price adjustment, within 30 (thirty) days of the date of the price list variation and shall also provide documentation regarding the system data, stock data and data related to the goods in transit.

5-INVENTORY TURNOVER

Provided that V-VALLEY communicates data regarding inventory at the end of each quarter, the SUPPLIER shall allow a turnover of V-VALLEY's unsold products in stock purchased from the same SUPPLIER, on V-VALLEY's issuing a special order to the value of the balance regarding the goods subject to turnover. V-VALLEY shall return the goods subject to turnover in their original packaging.

6-TRANSFER OF PROPERTY, TRANSPORT AND DELIVERY OF PRODUCTS

1. The transfer of property shall occur at the time of the delivery of the products and, more precisely, at the time that the transport document is undersigned, that is, at the time that the products are accepted by V-VALLEY.
2. Each sale shall be effected ex-warehouse at V-VALLEY's premises and it shall be understood that all transport operations shall be the responsibility of the SUPPLIER, who shall accept all the relative risks and expenses, including those pertaining to the insurance. The goods shall be insured by the SUPPLIER.
3. The delivery terms contained in each order shall be binding and shall start from the date of the receipt of the order by the SUPPLIER, it being understood, however, that should the delivery times specified in the order expire without the delivery of the goods, V-VALLEY shall have the right to withdraw from the order by informing the SUPPLIER in writing without the latter having any right to any compensation for



damages and/or reimbursement. The Parties also agree that, should the delivery date be precisely specified in the order, the same shall not in any way anticipated by the SUPPLIER..

4. Should a part of or all of the products not be immediately available, the SUPPLIER shall provide delivery dates for the products within 5 days. Should V-VALLEY consider such delivery dates unsuitable for his needs, V-VALLEY shall have the right to cancel such order without incurring in any penalty. Should the delivery dates communicated suffer any variations, V-VALLEY may change / cancel the order without any penalty or authorisation on the part of the SUPPLIER.
5. Deliveries shall be effected at the address of the destination specified in the order.

7-COMPLAINTS AND RETURNS

1. On receipt of the products V-VALLEY shall check the state and the conformity of the products within 10 days after the date the delivery note was undersigned.
2. All complaints relating to the conformity of the products to the order, including those relating to their quantity and/or external appearance shall be made in writing and communicated by e-mail to the SUPPLIER within and not latest than 15 days from receipt.
3. Should the products be defective, V-VALLEY shall have the right to return them to the SUPPLIER and the defective products shall be credited to V-VALLEY by Credit note which shall be issued within the following month. The transport costs for the defective product shall be charged to the SUPPLIER.
4. This article shall not apply to the so-called "anonymous faults" (that is, those faults that are not evident at the time of the transfer of the faulty product from one subject to another during the distribution chain and which emerge solely at the time that the same product arrives at the consumer), which are dealt with cumulatively by the dispositions in the following article 10.

8-PAYMENT

1. All payments shall be due pursuant the payment terms indicated in each order.
2. The SUPPLIER shall issue the Credit notes agreed between the Parties within 30 (thirty) days from the request. The same may be offset against the credit due to V-VALLEY resulting at the time of the first valid payment to the SUPPLIER.
3. Should the SUPPLIER delay the issue of the credit documents due to V-VALLEY, the latter may offset the suspended loans in the payment.

9-OBLIGATIONS OF TRACEABILITY OF FINANCIAL FLOWS – ART.3 L.136/2010

1. V-VALLEY operates in compliance with the obligations set in Article 3 of Law No. 136/2010 as amended by Articles 8 and 9 of Decree-Law No. 187/2010, for the purposes of ensuring the traceability of financial flows in supplies and services to the public sector.
2. V-VALLEY, in the event that the order concerns the execution of an agreement subject to the application of Law no. 136/2010 and subsequent amendments - will make payments exclusively through a dedicated account by bank transfer or with others instruments which guarantee the full traceability, reporting the tender identification code (CIG) or, where required by law, the unique project code (CUP).
3. The SUPPLIER, upon receipt of the order, will indicate the details of the dedicated account (or dedicated accounts), the personal details and the tax code of the delegated to operate on it, complying with all the obligations established by Law 136/2010 and subsequent amendments, also in relations with the public authority and with its subcontractors.

10-PATENTS, BRANDS AND TRADEMARKS

1. V-VALLEY shall expressly acknowledge that the name of the SUPPLIER, its graphic composition and the Know-How relating to the products supplied are protected by the laws regarding the intellectual and industrial property rights of the SUPPLIER and/or of companies belonging to the group.
2. V-VALLEY may in no way utilise, delete or remove any indication relating to patents, brands, sales/commercial names or hall marks and trademarks relating to origins given by the SUPPLIER to the products supplied, without the prior written authorization of the SUPPLIER.

11-GUARANTEEE

1. The SUPPLIER declares and acknowledges that the products pertaining to this CONTRACT are covered by the producer's guarantee lasting 2 (two) years from the delivery date of each product to the



consumer and are subject to the dispositions of the Consumer Code, so that the SUPPLIER, when simply requested by V-VALLEY and after being informed of the judicial or extrajudicial contestation made by a third party within 10 (ten) days of receipt of the same, shall compensate and reimburse V-VALLEY for any charge and expense incurred by the same in the fulfillment of the legal obligations charged to the same and foreseen by the cited regulations, with no exceptions. The reimbursement shall be made by credit note.

2. The SUPPLIER declares and acknowledges that, if subjects to the ROHS and RAEE (or Electric and Electronic Equipment Waste) and SIAE (or Italian Authors' and Publishers' Association) regulations, the products pertaining to this CONTRACT are conform to the abovementioned regulations and shall therefore pay any contributions required by the aforementioned regulations. The SUPPLIER shall therefore compensate and reimburse V-VALLEY for any charge and expense incurred by the same in the case of non-fulfillment of the legal obligations charged to the same and foreseen by the cited regulations.

12-CONFIDENTIALITY

1. V-VALLEY and the SUPPLIER shall treat as strictly confidential and not divulge any of the information, data, technical formulae that they might both learn in execution of this CONTRACT, and shall similarly be responsible for the conduct of their employees.
2. Barring any case in which, at the time of the signature of this CONTRACT, any element constituting information, data or technical formulae that are already public knowledge and are already known by the Parties, published or have become public knowledge later, and in exactly the same form and combination but not due to any violation of the obligations of confidentiality assumed in this CONTRACT.
3. This article shall come into force from the date it is signed and shall terminate solely when the information, data, technical formulae shall be known to the majority of those operating in the sector or shall have become public knowledge. Should one or more elements of this information, data, technical formulae become known or public knowledge, in exactly the same form and combination, the agreement shall continue to be effective with regard to the other elements not yet known or become public knowledge.

13-LEGISLATIVE DECREE 231/2001

1. The SUPPLIER declares he is aware of the dispositions of Legislative Decree No. 231 of 8 June 2001 and successive amendments and of the main contents of V-VALLEY Ethical Code approved together with the Organisational Model of 14 March 2008 and successive amendments which he reserves the right to adopt from now on and communicate during the period of validity of the agreement.
2. The SUPPLIER' s conduct shall be in line with the aforementioned dispositions and with the Ethical Code and not incur the Company in the risk of sanctions as foreseen by Legislative Decree 231/2001, therefore.
3. Failure to respect such obligation by the SUPPLIER shall constitute serious contractual non-fulfilment to all effects and in compliance with Article 1456 of the Civil Code shall justify the Company in terminating this contract with immediate effect, the right to compensation for damages being understood.
4. The SUPPLIER, for his part, declares he is equipped with an effective system of checks for the prevention of crimes foreseen by the by Legislative Decree 231/2001 and its successive amendments.

14-APPLICABLE LAW AND COMPETENT JURISDICTION COURT

1. This CONTRACT is regulated, interpreted and executed in compliance with the dispositions of Italian law.
2. For any dispute regarding this CONTRACT that may arise between the Parties the court of competent jurisdiction shall be the Court of Monza, with the express exclusion of any other or competing court.

15-PROCESSING OF PERSONAL DATA

1. V-VALLEY and the SUPPLIER reciprocally declare to be informed (and, for what concerns the reason, expressly consent) that the personal data related to each company of which they become aware during the execution of this agreement will be treated exclusively for the purposes of the same.
2. In order to apply the current legislation on the protection of personal data, except for specific



agreements to be stipulated in writing and in addition to these conditions, V-VALLEY and the SUPPLIER are mutually configured as autonomous Data Controllers, even in the rare cases of dropshipment by the SUPPLIER at the end customer's headquarters.

3. Each Party will act, each for its own institutional purposes as applied to this Agreement, in accordance with all applicable regulatory requirements, including the aspects relating to the adoption of appropriate measures to minimize the identified risks to the rights and freedoms of natural persons and in particular those of destruction or loss, including accidental loss, of the data itself, of unauthorized access, or of processing not allowed or not in accordance with the purposes of the collection.

Information on processing of personal data for suppliers (natural persons)

1. Purposes (and legal basis of processing)

The personal data that you provide to us will be used exclusively for the purposes of:

- a. managing the qualification process for the stipulation of supply agreements and their implementation, including with regard to making payments (implementation of the agreement);
- b. operational, managerial, administrative and accounting requirements and in general to fulfil legal and/or regulatory obligations, in particular in tax matters (legal obligations of the data controller).

The provision of data is mandatory (the absence of such data could affect the correct establishment and continuation of the contractual relationship with you, to the point of compromising its initiation).

2. Communication of data – Transfer of data abroad

Personal data collected may be communicated, according to specific competences, to customers, public administrations, for the fulfilment of institutional functions, to banking institutions, to parties specialising in the management of information systems and/or of payment systems, to parties providing transport or delivery services, to law firms and consultants, to parties responsible for keeping accounts or auditing the financial statements of V-Valley or to public authorities in compliance with the legislation.

Personal data shall not disseminated under any circumstances.

The possible transfer of data to non-EU service providers is regulated by specific agreements that require the recipient to comply with the appropriate guarantees provided for by current legislation.

3. General matters

The processing of your personal data may consist, in addition to their collection, in their recording, storage, modification, communication, cancellation in automated or semi-automated form and data may be stored in paper and/or electronic /electronic/ informatics/ optical form.

All personal data processed by V-Valley are protected by adequate security measures, as provided for by current legislation and for the time strictly necessary to fulfil the purposes referred to in point 1.

For the purposes stated in this information notice, your data will be kept for the period provided by law, even after the termination of the contractual relationship.

Pursuant to art. 13 of the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679, we recall that you have the right to request V-Valley for access to your personal data, their rectification or deletion (where applicable) or limitation of their processing. You are also entitled to revoke the authorisation to process the data to which you consented, as well as the right to lodge a complaint with the Italian Data Protection Authority.

All the rights summarised above may be exercised by writing to the address: privacy@v-valley.com

The Data Controller is V-Valley Srl, in the person of its pro tempore legal representative, with registered office at Via Energy Park n. 20 – Vimercate.

The Data Protection Officer of the Esprinet Group can be contacted at any time at the address dpo@esprinet.com

These General Conditions are effective from February 2021