

ANNEX 6 "ADDITIONAL TERMS OF BUSINESS FOR CARNET DIVISION"

rev. September 2023

The additional terms of business specified below apply only to Carnet Division purchase orders.

In the event of inconsistency or conflict with Ratti's General Terms and Conditions of Purchase/Processing, these additional business conditions for the Carnet Division shall prevail.

- A. With reference to the provisions of Article 2 of the General Terms and Conditions of Purchase/Processing, the following is specified:
- (i) if the Supplier charges a fee for physical samples at the selection stage, the price paid for such samples shall be discounted from the first purchase order following the selection of the sample by issuing a credit note in favour of Ratti Carnet Division.
- B. With reference to Article 3 of the General Terms and Conditions of Purchase/Processing, the following is specified:
- (i) the Supplier is obliged to deliver to Ratti the price list with the corresponding validity expiry date (for men's collections: minimum validity period of 12 months, with modifications to be communicated at least 3 months in advance; for women's collections: seasonal minimum validity period, with seasonal modifications not permitted), which will only be valid if accepted in writing by Ratti Carnet Division.
 - (ii) For the Suppliers of the Carnet Division, in the absence of a written agreement stating otherwise, the payment term shall be understood to be 120 days EOM payable by the 10th day of the month following the expiry of the term.
- C. With reference to Article 4 of the General Terms and Conditions of Purchase/Processing, the following is specified:
- (i) The Supplier must in any case inform Ratti Carnet Division of its intention to arrange for the shipment of the Products, with at least 2 working days' notice and by sending Ratti Carnet Division the dispatch note, all by e-mail to acquisti@carnet.it. Moreover, once the shipment has been prepared, the Supplier must immediately send the AWB document to Ratti Carnet Division (again via the above-mentioned e-mail); failure to comply with these operating instructions entitles Ratti Carnet Division to refuse acceptance of the delivery and/or to apply a penalty equal to 3% of the agreed price for the entire order.
- D. For the Carnet Division, the following additional provisions are to be added:
- (i) For each colour variant of each product/fabric ordered by Ratti Carnet Division, the Supplier shall give the latter 6.50 metres of fabric, necessary for the production of the sales samples; in particular, in order to speed up the production of the sales samples, the Supplier will cut the aforesaid lengths from the first production batch, sending them separately and in advance to Ratti Carnet Division.
 - (ii) The Supplier undertakes – at the request of Ratti Carnet Division – to provide the latter with photos of the products/fabrics and UV maps of the designs incorporated therein. If the Supplier does not have such photos and UV maps, it shall notify Ratto Carnet Division in writing, which shall then automatically be authorised to make them itself. Should the Supplier also have an interest in using the aforementioned UV photos and maps, the Parties will share the costs of their production equally (50% each).
 - (iii) Ratti Carnet Division has the right to promote, distribute and resell the Products online through the website www.carnet.it, or through other websites owned by Ratti S.p.A. SB and through other marketplaces and/or social media in which Carnet (or Ratti) is present or may be present in the future.

Signed in Approval by the Supplier

Legal Name:

Name and Surname:

As Legal Representative/Agent

Signature:

Company stamp:

Place and Date:



A SUSTAINABLE COMPANY

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier specifically approves the clauses set out in the following articles: paragraph C(i) – penalty for failure to comply with shipping instructions.

Signed in Approval by the Supplier

Legal Name:

Name and Surname:

As Legal Representative/Agent

Signature:

Company stamp:

Place and Date: