



GENERAL TERMS AND CONDITIONS OF SALE

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| Niclas Weisemann (Sales Director) | Claudio Colombi (Quality System Manager) | Niclas Weisemann (Sales Director) |



GENERAL TERMS AND CONDITIONS OF SALE

1 Definitions

Pursuant to and for the purposes of these General Terms and Conditions, the following definitions apply:

- i) "General Conditions": these general conditions of supply;
- ii) "Supplier": the entity engaged in the production and/or marketing of the Products and/or the provision of Services on behalf of the Customer;
- iii) "Customer": the party ordering and purchasing Products and/or Services from the Supplier;
- iv) "Parties": the Supplier and the Customer jointly;
- v) "Order": communication transmitted by the Customer to the Supplier containing the identification elements of the supply;
- vi) "Order Confirmation": a communication sent by the Supplier to the Customer after receipt of an Order containing the identification elements of the accepted Order;
- vii) "Closed Order": an Order in which the quantity of the Product or Service, price, delivery method and delivery time are expressly indicated;
- viii) "Open Order": an Order in which, having fixed the type of Product or Service and the unit price thereof, the quantities of Product estimated as consumable by the Customer in the period of time expressly indicated and agreed upon between the Supplier and the Customer (week/month/year) are indicated;
- ix) "Delivery Release": a communication, in whatever form transmitted, containing the specific indication of the requested Product quantities and delivery terms, transmitted by the Customer to the Supplier in accordance with the provisions set out in the Open Order;
- x) "Products": mechanical fasteners and other goods manufactured or marketed by the Supplier at the Customer's request and which are the subject of an Order;
- xi) "Services": services provided by the Supplier at the Customer's request on the basis of an Order or a contract;
- xii) "Documents" shall mean all documents, drawings, estimates, technical reports, valuations, offers, analyses and, in any case, any data, drawings or other documents sent by one of the Parties to the other;
- xiii) "Samples": all samples, prototypes, pre-finished or semi-finished products and, more generally, all manufactured products delivered in pre-series by the Supplier to the Customer;
- xiv) "Equipment" means all equipment, moulds and other tools necessary for the manufacture of the Products or the performance of the Services for the Customer;
- xv) "Force Majeure" means all circumstances unavoidable by the Parties and beyond their control that restrict, prevent or delay the performance of the obligations under the contract, including but not limited to national and company strikes, wars, embargoes, acts of vandalism and terrorism, epidemics, earthquakes, other natural disasters, etc.
- xvi) "Commencement of Supply Execution": the moment, following receipt of the Customer's Order, at which the Supplier carries out preparatory or executive activities univocally aimed at fulfilling said Order. By way of example only, and in any case not exhaustively, activities such as: the purchase by the Supplier of



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raw materials and/or semi-finished products and/or moulds and/or machinery and/or other equipment necessary to fulfil the specific Order in question, the start of Product production activities, etc., may constitute the Start of Supply Execution pursuant to these General Conditions.

2 General notes

These General Terms and Conditions are valid and enforceable unless expressly derogated from in writing:

- a) to any contract concluded between the Supplier and the Customer;
- b) to any Order executed by the Supplier in favour of the Customer, even if not expressly confirmed by an Order Confirmation (including "Closed Orders" and "Open Orders");
- c) as well as, more generally, to all supply relations between the Supplier and the Customer.

In the absence of a different written agreement between the Parties, these General Terms and Conditions shall prevail over any (general and/or particular) conditions of purchase of the Customer.

The General Terms Conditions are deemed to be automatically accepted by the Customer upon conclusion of the contract irrespective of their express written acceptance.

3 Content of the contract

They form an integral and substantial part of the contract between the Supplier and the Customer:

- a) the General Conditions;
- b) the special conditions expressly indicated and accepted by the Supplier and the Customer, also with regard to prices;
- c) the Supplier's documentation submitted to supplement the general and special supply conditions;
- d) any technical document, study, report, in whatever capacity sent by the Supplier to the Customer.

Advertising documents, sales brochures, samples, catalogues and anything else used or sent by the Supplier to the Customer before or during the execution of the supply shall not be regarded as essential elements of the contract, unless otherwise agreed in writing between the Parties.

4 Conclusion of contract

The contract is deemed concluded upon receipt of the Order Confirmation sent by the Supplier to the Customer. Alternatively, in the absence of an Order Acknowledgement, the contract is deemed concluded at the time of the Commencement of Performance of the Supply.

In the event of discrepancies, in one or more respects, between the Order and the Order Acknowledgement, the contract shall be deemed to have been concluded under the conditions set out in the Order Acknowledgement, unless the execution of the supply



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has commenced in the absence of the Order Acknowledgement being sent by the Supplier.

Under no circumstances, except in cases of Force Majeure, may the Customer suspend or cancel the Order after the conclusion of the contract.

Any request by the Customer to amend the contract must be accepted in writing by the Supplier. In the absence of written acceptance, the previously agreed contractual conditions shall be deemed unchanged.

5 Closed orders

The Closed Order shall be binding on the Parties upon receipt of the Order Confirmation sent by the Supplier to the Customer. Alternatively, in the absence of Order Acknowledgement, the Closed Order shall be binding at the time of the Commencement of Execution of the Supply.

6 Open Orders

The Supplier undertakes to maintain sufficient stocks to meet the Customer's needs in a timely manner in accordance with Open Orders.

Each delivery of Products and/or Services related to an Open Order shall be the subject of a Delivery Release.

The Customer undertakes to transmit to the Supplier the individual Delivery Releases relating to an Open Order at least 45 days prior to the delivery date foreseen in the Open Order; in the event of failure to comply with the the Customer's deadline, the Supplier shall not be liable for late delivery of the goods covered by the Delivery Release. aforementioned

It is understood between the Parties that the Delivery Notes sent by the Customer shall comply with the forecast quantities set out in the Open Order and may vary those quantities up or down by a maximum of +/- 15%.

Unless otherwise agreed, the Supplier shall not be obliged to supply the Customer with Products and/or Services in greater numbers or with more onerous delivery times than those indicated in the Open Order.

If the Open Order provides for minimum purchase quantities, the Customer may not purchase fewer Products and/or Services than these minimum quantities within the relevant time frame.

If the Customer makes, by written communication, a request to change the conditions of the Open Order, the Supplier may freely decide whether to refuse or accept the request. The Supplier may also make the acceptance of such a request conditional on the acknowledgement of compensation or the application of variations to the unit prices of the Products and/or Services, notifying the Customer thereof. Unless the Customer gives written notice of a refusal within 7 days of such notice, the acknowledgement of compensation and/or changes in the unit prices of the Products and/or Services shall be deemed accepted with effect from the first subsequent delivery.

In the event of a rejection of the proposal for indemnification and/or of the change in unit prices resulting from the modification of the Open Order, all conditions originally stipulated in the Open Order shall remain in force.

7 Preparatory and/or ancillary work in connection with the order



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7.1) Documents

All Documents that, for whatever reason, the Client and the Supplier exchange before or during the conclusion of each individual Order (Closed or Open) shall be deemed to be transmitted only for the specific use for which they are intended.

It is therefore understood between the Parties that:

- a) the transmission of the Documents does not entail the transfer of ownership or of any right of economic exploitation thereof to the receiving party;
- b) the receiving party may not use the Documents for purposes other than those for which they were transmitted to it;
- c) The Customer and the Supplier shall be bound by the strictest confidentiality and secrecy with regard to the existence and content of the Documents to be exchanged, in accordance with Article 10.2 below;
- d) in the event of any use of the Documents other than as permitted, the Holder shall be entitled to obtain - at his discretion - the immediate return and/or destruction of the Documents in addition to the immediate cessation of any form of use of the same, without prejudice in any case to the right to compensation for damages.

7.2) Samples

All Samples are and shall remain the property of the Supplier and may be used by the Customer only and exclusively for the purposes set out in the contract with the Supplier.

It is understood between the Parties that:

- a) the Customer shall be solely responsible for the safekeeping of the Samples;
- b) the Customer shall be obliged to return the Samples to the Supplier: *i)* within a period of 5 days after termination for any reason of the contract to which they relate; *ii)* within a period of 15 days after the Supplier, for any reason whatsoever, requests them;
- c) the Customer shall treat the Samples with the strictest secrecy and confidentiality;
- d) the Customer may not in any way dispose of the Samples, not even to carry out tests directly or indirectly, without the prior written consent of the Supplier;
- e) in the event that the Samples are used in a manner not permitted, the Supplier shall have the right to suspend, in whole or in part, the performance of all deliveries outstanding with the Customer and to demand the return of the Samples, without prejudice in any case to compensation for damages.

7.3) Equipment

Unless otherwise agreed in writing between the Parties, the Equipment shall be designed and manufactured by the Supplier with the materials and in the manner it deems most appropriate and shall remain the sole and exclusive property of the Supplier.

The Supplier may, subject to agreement between the Parties, charge the Customer - in whole or in part - for all or part of the costs incurred for the design and manufacture of the Equipment and/or in any case ask the Customer to share in the costs for the design and manufacture of the same, it being understood that - also in this case - in the absence of a different written agreement between the Parties, the Equipment shall remain the full and exclusive property of the Supplier.

Unless otherwise agreed in writing between the Parties, the Supplier shall be free to use the Equipment also for supplies other than those intended for the Customer.



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8 Products

8.1) Product Characteristics

The Supplier undertakes to manufacture the Products in accordance with the technical specifications agreed upon with the Customer.

8.2) Product Packaging

The Customer declares that he is aware of the type of standard packaging used by the Supplier and that it is suitable for his needs, for the purpose of transporting, storing and warehousing the Products.

The Customer shall be solely and exclusively responsible for the transport, storage and warehousing of the Products as from the moment of their delivery by the Supplier to the carrier/freight forwarder, and no liability may be charged to the Supplier as from the date of delivery of the Products to such parties.

The Customer shall be responsible for the correct and full compliance with the regulations in force concerning the destruction and disposal of any non-returnable packaging used by the Supplier.

The possible use of "recovery" packaging shall be agreed upon in writing between the Parties and, even in this case, the Customer shall be solely responsible for the proper use and maintenance of such packaging.

The use of packaging other than standard packaging may be agreed between the Parties from time to time and shall in any case be at the expense of the Customer.

8.3) Product Information and Traceability

The Customer undertakes to inform any purchasers and/or, in any case, users of the Products of the technical and functional characteristics thereof.

The Supplier shall ensure the traceability of the manufacturing batch of the Product itself up to the date of delivery to the Customer. The Customer shall maintain this traceability and provide its purchasers and/or users with a similar commitment to this effect.

8.4) Delivery of Products after Completion of Series Production

Any supply of Products after the conclusion of the relevant series production (e.g. as spare parts) shall be agreed between the Parties on a case-by-case basis, which shall in particular define the details of the supply in terms of minimum quantities and the relevant selling price.

9 Services

In the event that the relationship between the Supplier and the Customer provides for the provision of Services, the Supplier shall only be bound by the provisions that have been agreed upon between the Parties in writing.

10 Intellectual Property Rights and Confidentiality Clause

10.1) Intellectual Property Rights

The Supplier is the sole owner of all intellectual property rights relating to the Products, Documents, Samples, Equipment, unless they are made on the basis of drawings or designs prepared by the Customer. Unless otherwise agreed between the Parties, the



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Supplier shall also be the sole owner of anything produced in the performance of the Services. Ownership of these rights shall remain with the Supplier even after delivery of the Products, Documents, Samples and Equipment. The performance of the supply shall not, therefore, constitute and shall in no case be construed as a form of assignment and/or licensing and/or concession under any other title of industrial property rights or know-how relating to the Products and/or Services in favour of the Customer.

10.2) Confidentiality clause

For the purposes of this article, "**Confidential Information**" shall mean any business, financial, commercial or technical information, whether internal, non-public, confidential or with restricted access, as well as any trade secrets, trade secrets and know-how, which relates to the business of one of the Parties and/or the Products and/or the Services and which is directly or indirectly disclosed by that Party ("**Disclosing Party**"), to the other Party ("**Receiving Party**"), in the performance of the supply relationship. Confidential Information includes, by way of example, Orders and Order Confirmations, the contract and its annexes, drawings, the Parties' operational and organisational documentation, operational, organisational and contractual documentation relating to the Products and/or Services, news and data relating to the Parties' organisation, structure, activities, programmes and production and commercial results and, more generally, any technical, organisational and/or commercial information, whether verbal or written, exchanged by the Parties for purposes relating to the performance of the supply relationship. Confidential information does not include information:

- a) which at the time of disclosure or subsequently became publicly accessible regardless of the conduct of the Receiving Party;
- b) of which the Receiving Party was already in possession prior to the disclosure without at the same time being subject to confidentiality constraints;
- c) which the Receiving Party developed independently prior to the communication.

The Parties undertake to keep Confidential Information confidential, to take all necessary measures to ensure its confidentiality and to ensure that their personnel: i) do not misuse it; ii) comply with the confidentiality obligations set out in the General Conditions.

Confidential Information may not be copied or reproduced without the prior written consent of the disclosing Party. All Confidential Information made available in the course of performance of the supply, including any copies thereof, shall be returned or destroyed upon the occurrence of the first of the following events: a) termination for any reason of the supply relationship; b) request of the Disclosing Party, unless the Receiving Party is entitled to retain such Confidential Information for another reason (e.g. to comply with legal obligations) or otherwise needs to retain it in order to properly perform the supply relationship.

The parties are also obliged not to disclose, use or employ, for purposes other than those set forth in the contract, any data, documents or information relating to the exclusive rights, activities, plans or affairs of the other party or of third parties, acquired in the performance of the contract, except with the written authorisation of the other party or of the third parties directly concerned, as the case may be.

Each party shall be liable with direct assumption of responsibility towards the other party for conduct contrary to these confidentiality requirements assumed by its employees and collaborators and, more generally, by all those who, on its behalf, will act in the performance of the supply relationship.



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The confidentiality obligation agreed between the Parties shall be deemed to extend also to the period after the termination of the supply relationship for a duration of 5 (five) years or until the Confidential Information enters the public domain, whichever is the earlier.

Notwithstanding the foregoing, either Party may disclose Confidential Information received by it if required to do so by: (i) law and/or regulation; (ii) court order; or (iii) order of another authority binding on the Receiving Party. However, it is understood between the Parties that in the event of the occurrence of any of the situations contemplated by this paragraph, the Receiving Party shall promptly inform the other Party in writing to the extent that such disclosure is lawfully permitted by the statutory and/or regulatory provisions, measures and/or orders on which such disclosure is based.

10.3) Guarantee against counterfeiting

In relation to Products made to the Supplier's design, the Customer will be required to inform the Supplier in advance, at the time of sending the offer request and/or Order (and in any case prior to the execution of the supply), in which territories the Products will be marketed. Only and exclusively if the Customer provides the Supplier with such information, the Supplier shall guarantee the Customer that there are no patents and/or other exclusive rights of third parties that may prevent the production and sale of the Products in question, limited to the territories indicated. Should the Customer market the Products in territories other than those indicated, the Customer shall *(i)* undertakes to indemnify and hold harmless the Supplier against any and all direct or indirect consequences that the same may suffer as a result of the production and/or promotion and/or marketing of the Products in such territories; *(i)* shall directly bear, or in any case indemnify the Supplier against, all direct and indirect damages and all costs, including defence or judicial costs (including the fees of the Professionals appointed by the Supplier itself), that the latter shall be called upon to bear in the event of legal action.*ii*

In relation to Products made to a drawing or according to the indications or information provided by the Customer, the latter shall be solely and exclusively responsible for any infringement (also relating to the production process) of industrial property rights and not of third parties. With reference to such Products, the Customer: *i)* undertakes to indemnify and hold harmless the Supplier against any and all direct or indirect consequences that the latter may suffer as a result of the production and/or promotion and/or marketing of the Products; *ii)* shall directly bear, or in any case indemnify the Supplier against, all direct and indirect damages and all costs, including defence or legal costs (including the fees of the Professionals appointed by the Supplier), that the latter shall be called upon to bear in the event of legal action.

11 Delivery, transport, verification and acceptance

11.1) Delivery Times for Products and Services

The Supplier shall be obliged to respect the delivery times of the Products and the provision of Services agreed with the Customer.

Unless otherwise agreed upon in writing between the Parties, in the event that delivery times are stated in days and/or weeks and/or months and/or years (and thus without the indication of a precise calendar date), they shall commence on the earliest of the following dates:

a) date of the Order Confirmation;



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- b) the date of acceptance by the Customer, if requested, of all materials, equipment and construction details;
- c) date of fulfilment by the Customer of all prior contractual or legal obligations (e.g. import licences, authorisations, etc.).

The Supplier reserves the right to notify the Customer of any changes in delivery times; however, it is understood between the Parties that in no case of a change in delivery times may the Customer refuse to collect the Products and/or accept the Services.

The Supplier reserves the right to suspend, *sine die*, the delivery of Products and/or the performance of Services in the event of non-payment of supplies.

11.2) Terms of Delivery of Products (exworks Incoterms 2020)

Unless otherwise agreed between the Parties, and without prejudice to the provisions of Article 13.5 below, delivery of the Products shall be made *ex works* at the plant indicated by the Supplier and shall be deemed to have been made on the day and at the time on which the Products are handed over to the carrier or forwarding agent; from that time, all risks and liabilities concerning shall be transferred to the Customer. the Products

The procedure to be adopted for the delivery of the Products shall be as follows:

- a) when the Products are ready for delivery, the Supplier shall send the Customer a written notice of 'goods ready for delivery';
- b) the Customer shall collect the Products within the terms indicated in the 'goods ready for delivery' notice;
- c) if collection of the goods does not take place as indicated in the "goods ready for delivery" notice for reasons not attributable to the Supplier, the Customer shall bear all costs, disbursements or expenses for whatever reason borne by the Supplier (storage, insurance, handling, storage, etc.). It is therefore understood between the Parties that the Supplier shall have the right to issue a regular invoice to the Customer for the amounts in question; payment of this invoice shall be made in accordance with the terms and conditions set forth in Article 13.1.

11.3) Transport, Customs Duties and Insurance of Products

Unless otherwise agreed upon in writing between the Parties, transport shall always be carried out at the expense of the Customer who, if deemed necessary and under his sole responsibility, may decide to insure the Product. Any commercial conditions shall comply with the Incoterms conditions in force at the time of the conclusion of the contract.

Shipments shall include all the Products covered by the contract; any requests for shipment of a quantity of Products less than that ordered shall be freely evaluated by the Supplier, who, at his discretion, may decide to accept or refuse them.

The Customer shall at all times, unless otherwise agreed between the Parties, be responsible for the payment of duties and customs duties and, if due, also for the completion of the relevant procedures.

11.4) Verification of the Quantity and Type of Products Delivered

The Customer shall verify, in respect of type and quantity, the conformity of the Products with the conditions of the order at its own expense and under its sole responsibility, as soon as the delivery has been made.

Any objection or reservation concerning discrepancies in Products, weights or quantities with respect to the delivery note accompanying the Product must be noted immediately



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on the CMR or, failing that, on the delivery note. A copy of the CMR or, failing that, of the delivery note with the relevant reservations or objections shall be sent for information to the Supplier, it being understood that the Supplier shall in no case be held liable for facts occurring after delivery of the goods to the carrier/freight forwarder in accordance with the provisions of Articles 11.2 and 11.3 above.

In the absence of reservations on the CMR or delivery note, the Products - in terms of type and quantity - shall be deemed accepted.

In the event that the object of the supply is an intra-Community supply of Products, the Customer undertakes to deliver to the Supplier all the documentation provided for in Article 45-bis of EU Reg. 282/2011, as amended by Implementing Reg. no. 2018/1912, and necessary to enable the Supplier to benefit from VAT exemption.

11.5) Tolerances on Product Quantities

Unless otherwise agreed between the Parties, the tolerances provided for in Appendix A) to these General Terms and Conditions shall apply with regard to the quantity of Products delivered.

11.6) Allegations of Defects in Products

The Supplier shall deliver the Products free of defects and in conformity with the order specifications

In the event of the existence of defects in the Products, the Customer shall, under penalty of forfeiture, within eight days of delivery, in the case of obvious defects, and within eight days of their discovery, in the case of hidden defects, dispute the Products supplied to the Supplier by sending a suitable written notice containing a list of the defects or faults found, the number of pieces on which the same were found, the manner in which the checks were carried out, the batch number and any useful element to enable the Supplier to precisely identify the Product under dispute.

The Customer, if requested by the Supplier, shall return the disputed Products at its own care and expense. The Supplier, at its sole discretion, and without this constituting recognition of any liability, may repair and/or replace the Products; in this case, the Supplier shall bear the transport costs for the subsequent return to the Customer. If the Supplier does not find the presence of the flaws or defects complained of by the Customer, the Product shall be sent back to the Customer at the latter's expense.

Under no circumstances, unless the Supplier opts for full replacement of the Products, may the Customer suspend payment for the disputed Products.

If the Customer performs or has third parties perform work or interventions on the Products, the latter shall no longer be guaranteed by the Supplier and no claim may be made against the Supplier in respect of alleged defects in the Products.

If the Customer, in the presence of obvious defects or faults, decides not to notify the Supplier and uses or sells the Products, the right to replacement, repair and warranty shall cease accordingly.

Unless otherwise agreed between the Parties, any disposal of the disputed Products shall be at the expense of the Customer

Any complaints or disputes concerning a single delivery of Products shall not release the Customer from the obligation to collect and pay for the remaining quantity of goods in accordance with the Order and/or the Contract.



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11.7) Guarantee of Proper Functioning of Products

The Supplier, unless otherwise agreed, guarantees the functioning of the Products supplied for a period of 1 year from delivery.

The guarantee shall apply only in the event of proper use of the Products and when the malfunction is not, even indirectly, attributable to the Customer due to the particular use of the Products.

It is understood between the Parties that the guarantee does not apply in relation to any errors by the Customer in the selection and purchase of Products.

12 Prices

12.1) Pricing of Products and Services

The Supplier shall indicate the prices of the Products and/or Services in the Order and/or Order Confirmation. Unless otherwise agreed between the Parties, prices shall be understood to be exclusive of any tax, duty or disbursement and, in any case, "ex works".

The Supplier shall invoice the Products and/or Services according to its own standard or in accordance with the contractual agreements defined with the Customer.

Unless otherwise agreed between the Parties, prices will always be expressed in Euro.

12.2) Change of Prices of Products and/or Services

The Supplier may change the prices of Products and/or Services after acceptance of the Order if there are changes in raw material prices, production costs or otherwise changes in market conditions affecting the supply.

In the event of a change in the prices of the Products and/or Services, the Supplier shall notify the Customer of the new price in writing. The Customer shall evaluate, in accordance with the principles of fairness and good faith, the price increase proposed by the Supplier and may not reject it if it is legitimate and/or justified.

If the Customer does not refuse, the new price shall be binding from the first delivery of the Product or the first delivery of the Service following the communication of the change.

Notwithstanding the foregoing, in the event of rejection of the new proposed price, both the Supplier and the Customer may freely withdraw from the contract limited to the Products/Services affected by the price increase.

Withdrawal must be communicated in writing by one party to the other and will be effective 45 days from the time of its communication; it is understood between the Parties that, during the aforementioned notice period, the Supplier and the Customer will be obliged to execute the contract on the same conditions as previously applied.

13 Payments

13.1) Terms of Payment

Payment of the supplies shall be made, irrespective of any disputes, at the times and in the manner agreed upon between the Parties, without prejudice to the applicability of the provisions of Legislative Decree No. 231 of 9.10.2002 unless expressly derogated from in writing.



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Unless otherwise agreed between the Parties, the Supplier shall not be obliged to grant any discount in the event of advance payment for Products and/or Services.

13.2) Late Payments

Without prejudice to Article 13.1 above, in the event of non-payment of the Products and/or Services within the terms agreed between the Parties from time to time, the Supplier shall be entitled to default interest at the rate provided for in Article 5 of Legislative Decree No. 231/2002.

In the event of late payment, the Supplier shall at any time be authorised to issue an invoice bearing the amounts accrued in the meantime by way of interest and costs. The Customer shall immediately pay the amount carried by this invoice.

In the event that an invoice for interest and expenses is issued, the Supplier may, at its sole discretion, set off all payments subsequently made by the Customer against the balance of the aforesaid invoice for interest and expenses and, only for the remainder, against payment for the Products and/or Services provided.

If the Customer's breach is repeated or serious, the Supplier may, at its own discretion, suspend the dispatch of the Products or the performance of the Services and/or refuse the request for further deliveries and/or declare the contract legally terminated.

13.3) Changes in the Client's financial or social situation

In the event that the Customer is declared bankrupt or otherwise subject to any insolvency proceedings (composition, receivership, bankruptcy, compulsory liquidation, extraordinary administration), the Supplier may suspend further supplies and/or exercise the right to withdraw from the contract.

The Customer is obliged to inform the Supplier of any significant change in its corporate structure or its management-administrative organisation, or of the sale of a company or branch thereof, when this event concerns the supply of Products and/or Services. Having assessed this information, the Supplier may, if necessary, notify the Customer of its wish to withdraw from the contract. In this case, the Supplier may in any case retain, on account of the higher amount due, the advances or whatever has been collected up to that time.

13.4) Customer Credits

The Customer may not, for any reason or title whatsoever, issue debit notes or invoices for accounts receivable without the consent of the Supplier, or otherwise debit the Supplier with amounts for which the latter has not, expressly and in writing, acknowledged himself to be the debtor.

The Customer may not, unless authorised in writing, offset or withhold sums due to the Supplier.

In the event of the existence of claims in favour of the Customer, the Supplier is expressly authorised to offset such sums against what is owed to it by virtue of supplies made or to be made.

13.5) Reserved domain

The Products are supplied on a 'Reserved Domain' basis, with the consequence that, until full payment of the relevant consideration by the Customer, they will remain the property of the Supplier.



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The Customer shall be obliged to take all measures necessary for the protection and preservation of the Supplier's property right and shall be liable for any consequences arising from the Products until full payment for the same.

The Customer shall be obliged to take all useful measures so as not to confuse the Supplier's Products with possibly similar Products of other suppliers and shall therefore store the Product in a clearly delimited and easily identifiable place.

The provisions of this Article do not imply a derogation from the provisions of Articles 11.2. and 11.3. on the passing of risk and liability for the transport and custody of Products.

14 Responsibility

14.1) Definition of the Supplier's Responsibility

The Supplier shall be solely responsible for the correct supply of the Products and/or Services, which shall have the agreed characteristics. No other responsibility can be attributed to the Supplier.

The Supplier shall also organise and carry out the supply in accordance with the relevant regulations of the state in which the Supplier is based.

Without prejudice to the provisions of the contract, the Supplier shall not be liable for defects in the Products when these are attributable to

- a) materials supplied by the Customer or by third parties indicated by the Customer;
- b) design or drawing errors when such activities are carried out by the Customer or by third parties indicated by the Customer;
- c) use of equipment indicated or delivered by the Customer or by third parties indicated by the Customer;
- d) processing or manipulation carried out without the consent of the Supplier;
- e) production errors when the process has been indicated and validated by the customer;
- f) incorrect, impermissible, abnormal, atypical or particular use of the Products;
- g) defective storage, transport, preservation or handling of the Products;
- h) normal wear and tear of the Product or deterioration thereof attributable to events attributable to the Customer or third parties;
- i) non-compliance with the Supplier's recommendations, indications or suggestions as to the maintenance, storage or use of the Products.

14.2) Limits of Liability

Without prejudice to cases of wilful misconduct or gross negligence, the Supplier's liability for any claims, losses or damages of any kind resulting from flaws and/or defects in the Products and/or Services, recall campaigns of the Products and/or Services, claims by third parties and/or otherwise arising from the performance of the supply, as well as for damages caused to property or personnel or collaborators of the Customer, shall not exceed an amount equal to three times the value of the lot or service that is the subject of the claim.

Any liability for indirect damage, loss of image, loss of profit, loss of business, loss of profit, downtime, or otherwise as an indirect consequence of the defect in the Products and/or Services expressly excluded.

Similarly, the Supplier shall not be liable for any direct or indirect damage suffered by the Customer as a result of the latter's use of technical documents, information, Product



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and/or Service data, indication of technical or characteristics, functional etc., when such use has not been authorised in advance and specifically in writing. In no case shall the Supplier be liable for lack of performance of the Product manufactured.

In any case, no liability can be imputed to the Supplier in connection with the unsuitability of the Product for a particular use by the Customer or, in any case, by third parties.

15 Force majeure

The Supplier may suspend its supply obligations and in any case its contractual commitments with the Customer in any case of Force Majeure.

If the Supplier intends to avail itself of this right, it shall promptly inform the Customer in writing, stating the Force Majeure cause invoked and, if possible, the duration of the intended suspension of the contractual obligations undertaken.

If the cause of suspension should continue for more than 15 working days, the Customer may, temporarily, procure the Products and/or Services it needs from another Supplier without prejudice to the Customer's obligation, once the Force Majeure ceases, to repurchase the Products and/or Services from the Supplier.

The Supplier undertakes to notify the Customer in writing of the termination of the Force Majeure, also indicating the date of the first deliveries of Products and/or resumption of the performance of Services.

Should the Force Majeure cause continue for more than 120 days, the Supplier and the Customer shall meet to assess the possibility of considering the supply agreement terminated. In any case, the Customer shall take back and pay for all Products in the Supplier's warehouse, the cost of semi-finished products and special raw materials that cannot otherwise be used.

The Customer shall promptly inform the Supplier of any fact that may be considered Force Majeure and that may make delivery or collection of the Product difficult. In this case, the Customer shall also indicate to the Supplier how the Product can be delivered, possibly even in a different place from the one agreed, bearing, in this case, the additional cost that the Supplier shall indicate, taking all appropriate measures to be able to collect or store the Product made by the Supplier in such a way as to make the inconvenience to the Supplier as onerous as possible.

Under no circumstances may the Customer invoke Force Majeure to suspend payments for supplies.

16 Behavioural principles

The Customer undertakes, on its own behalf and pursuant to Article 1381 of the Italian Civil Code for its employees, consultants, and collaborators, to adhere to the ethical-behavioural principles that the Supplier has set out in its Code of Ethics and in the Organisation, Management and Control Model pursuant to Legislative Decree No. 231/2001, where adopted, published on its website, which it declares it has read and which constitute an integral and substantial part of this document.

In the event of violation of the Code of Ethics by the Customer, the Supplier may unilaterally terminate the existing supply relationship by written notice to be sent to the Customer within 10 days of the violation or its discovery.



GENERAL TERMS AND CONDITIONS OF SALE

17 GDPR

The Parties mutually undertake to process any personal data (including sensitive data) they may come into possession of in the performance of the supply relationship in compliance with the provisions of Legislative Decree No. 196/2003 and Regulation (EU) 2016/679.

18 Prevalence clause

In the event of any conflict and/or discrepancy, even of interpretation, between the Italian language text and the English language text of these General Terms and Conditions, the Italian language text shall prevail and reference shall be made.

19 Partial nullity and salvation of the General Terms and Conditions

The possible invalidity of one or more clauses does not affect the validity of the General Terms and Conditions as a whole.

In case of doubt, the clauses of these General Terms and Conditions must be interpreted in the sense that they may have some effect rather than in the sense that they would have none

20 Applicable law, jurisdiction and competent court

The General Terms and Conditions, the individual contracts and, more generally, all supplies for any reason performed by the Supplier in favour of the Customer are governed and regulated in all their parts by Italian law, with the express exclusion of the applicability of the Vienna Convention on the International Sale of Goods of 1980.

Any dispute concerning the supply of Products and/or Services and, more in general, the interpretation, execution and/or termination of the General Conditions, orders and/or Order Confirmations and/or individual supply contracts, shall always and in any case be subject to Italian jurisdiction and shall be referred, on an exclusive basis, to the jurisdiction of the courts of the place where the Supplier has its registered office.



GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions were approved and decided unanimously by the UPIVEB Council

ANNEX A) - Supply Tolerances

Tolerances on the numerical capacity of packages

The following limiting deviations from the number of pieces declared on the packaging are permissible:

For packages of less than 100 pieces:

0 for bolts with $d > 12$ mm;

± 1 for bolts with $d < 12$ mm.

For packages with 100 pieces and more:

± 1 % for fasteners with $d > 12$ mm;

± 2 % for fasteners with $d < 12$ mm.

Tolerances on quantity required

For unified fasteners, the quantity supplied must be equal to the quantity requested minus the tolerance on individual packages and the rounding off that may be necessary if the quantity requested is not equal to or an integer multiple of the numerical capacity of the packages.

For non-unified bolts, the quantity supplied must be the same as the quantity required with the tolerance, unless otherwise agreed upon when ordering, shown in the table below:

| QUANTITY REQUIRED | QUANTITY REQUIRED | |
|---------------------------|-------------------|-------|
| | UPPER | LOWER |
| up to 100 | + 20 % | 0 |
| over 100 up to 1,000 | + 14 % | 0 |
| over 1,000 up to 10,000 | + 5 % | - 5% |
| over 10,000 up to 100,000 | + 3 % | - 3 % |
| over 100,000 | + 2 % | - 2 % |