

Definitions

Supplier: shall mean Metal Camuna Srl, having its registered office at Via Nazionale no. 37/G, in Ceto, Tax ID No. and VAT ID no. 02647690987;

Customer: shall mean the company, firm or business entity that submits an Order to Supplier;

Parties: Supplier and Customer jointly;

Product: material, component, raw material and/or goods delivered by Customer to Supplier which Supplier is required to process, accompanied by the relevant technical documentation;

Supply: shall mean the products, processing and/or services requested by Customer from Supplier and described in the estimate; **Request for an estimate:** shall mean the request sent by Customer to Supplier relating to an estimate for one or more supplies;

Estimate: shall mean the document sent by Supplier to Customer following receipt of the Request for an estimate, in which the following are defined: subject of Supply, technical details of Supply, price of Supply, payment terms, and delivery terms;

Orders: Order placed by Customer consisting of acceptance of the estimate elaborated by Supplier, with expressed indication of the Estimate number to which it refers;

Contract: agreement entered into between Supplier and Customer when the following events concur: Customer sends Supplier a request for an estimate; Supplier sends Customer an estimate together with these General Terms and Conditions of Sale; Customer sends Supplier an order together with these General Terms and Conditions duly signed and stamped. Communications may also be sent via e-mail and certified e-mail address (PEC) to the addresses indicated in the estimate. Signatures may also be affixed in digital format in compliance with the applicable regulations. These General Terms and Conditions shall be deemed accepted if they are not returned signed and stamped within 5 days of placing the order.

1. Validity of the Order and applicable conditions

These General Terms and Conditions form an integral part of the Estimates, Orders and Order Confirmations and, in any event, of all transactions between Customer and Supplier.

Any different specific conditions must be negotiated between the Parties and shall apply by way of derogation from these General Terms and Conditions only if accepted and signed by both Parties. Any general conditions prepared by Customer shall apply only if expressly accepted in writing by Supplier and, in the event of a conflict, these General Terms and Conditions of Sale shall prevail.

The Customer's order shall be considered valid only if returned to Supplier together with these General Terms and Conditions of Sale signed and stamped by the Customer's legal representative or by a person duly authorised for this purpose. These General Terms and Conditions shall be deemed accepted if they are not returned signed and stamped within 5 days of placing the order.

2. Technical documentation and 3D model

Customer undertakes to provide Supplier with adequate and suitable drawings, designs, documentation, instructions, functional and technical specifications and clear and complete indications, free from defects, shortcomings, errors or faults. When requested, Customer shall make available to Supplier the 3D model of the Product to be manufactured. If Customer does not have a 3D model, such simulation shall be prepared by Supplier, with the related costs subsequently charged to Customer.

At the end of the processing, Supplier shall provide a dimensional report on the Customer's drawing. Any additional testing requests (shot peening, run-out, etc.) must be submitted separately and shall be subject to a separate quotation. Upon request to be quoted separately, Supplier may provide Customer with a 3D dimensional report together with the relevant certificate.

3. Verification of Customer-supplied raw material and materials

The Product and/or the technical documentation necessary for execution of the order must be delivered to Supplier by the date scheduled for the start of the processing as indicated in the estimate.

Supplier reserves the right to verify the documentation and the conformity of the weight, quality and dimensions of Product, unprocessed material and raw materials supplied by Customer with respect to what has been contractually agreed. Any discrepancies found shall be communicated to Customer, who shall remedy them no later than the deadline indicated by Supplier in such communication. Supplier shall be entitled to suspend its performance until Customer delivers the Product and/or makes available what has been agreed, and to charge Customer all costs, without exception, incurred as a result of such suspension. Any delay accumulated due to the above circumstances shall not be charged to Supplier, who shall also be entitled to invoke termination of the contract pursuant to art. 1456 of the Italian Civil Code if Customer fails to supply the Product by the date scheduled to start the processing or within the deadline specified in the Supplier's request to remedy the discrepancies and/or provide the required integration, without prejudice to the right to compensation for all damages suffered and the right to charge Customer for machine downtime hours.

If inspections and checks by Customer result in unquoted machine downtime, such downtime hours shall be calculated and charged to Customer.

4. Quality certifications and technical documentation

Upon specific request by Customer to be submitted in the Request for an estimate, Supplier may produce the following quality certifications for the processing carried out

- UNI ISO 9001 certification;
- UNI EN 1090 certification.

5. Warranty against defects

The warranty granted by Supplier is limited exclusively to the reworking of defective processing due to deficiencies in the processing performed by Supplier or to material defects only where the material is supplied by Supplier.

Under no circumstances shall the warranty granted by Supplier exceed the value of the processing carried out.

Customer shall forfeit the warranty if it fails to notify Supplier of the defects within eight working days from delivery of the Supply. Upon expiry of such time, or where the Supply is subjected to further processing, the Supply shall be deemed accepted for all purposes and no claim and/or objection may be raised by Customer. Supplier shall not be liable for any error and/or defect and/or deficiency contained in the technical documentation submitted by the Customer, nor for any damage that may arise from such error and/or defect.

In any event, Supplier shall not be liable for any damage caused by transport, wear, installation and/or use and/or maintenance, or by lack of or incorrect maintenance of the Supply carried out by third parties, including Customer, and not in accordance with any instructions provided by Supplier, or contrary to the principles of diligence and professionalism

applicable in the Customer's sector of reference. Under no circumstances shall the presence of defects or faults constitute grounds for termination of the contract or for suspension or delayed in payments.

Supplier shall also not be liable in any way for damages to the Supply, even partial, occurring during handling/transport by external personnel, even if appointed by Customer.

6. Delivering the Supply - Terms and methods

Customer acknowledges that the date indicated in the estimate is the date on which the Supply is ready for collection. However, such date is indicative only and, therefore, Customer shall not be entitled to request termination of the contract due to any delays or the application of penalties for delay.

Where the delay is due to the Customer's failure or delay in delivering Product and/or technical documentation, or is due to the delivery of Products and/or technical documentation that do not conform to what has been agreed, Supplier shall have the right either to indicate a new delivery date, without prejudice to the Customer's original payment obligations, or to terminate the contract pursuant to art. 1456 of the Italian Civil Code. Furthermore, Customer shall be required to pay Supplier all costs arising from such delay, including storage and insurance costs, without prejudice to the right to claim compensation for any further damages suffered.

Supplier shall notify Customer when the Supply is ready to be delivered. Product(s) shall be delivered to Customer Ex Works, unless otherwise agreed in writing between the Parties. Under no circumstances shall Supplier be held liable for any damage caused, including to third parties, during the transport of goods. Supplier shall be entitled to deliver the Supply in separate deliveries, even if they are part of a single Order.

7. Force majeure

Any delays and/or non-performance due to *force majeure* events shall not be attributable to the Supplier, including epidemics, lockdowns and/or restrictions of any kind imposed by the Authorities, mobilisations, war, riots, accidents, labour disputes, delayed or defective supplies of raw materials, semi-finished or finished products required, rejection of major components, acts or omissions by authorities, and natural events. Delays due to difficulties in sourcing raw materials or due to plant breakdowns shall not be attributable to Supplier either.

Supplier shall be entitled to terminate the contract if the impediment lasts for more than 120 days, without prejudice to the right to obtain reimbursement from Customer for the costs already incurred up to that time for the execution of the Supply.

8. Default or delay in payment

Payments shall be made in accordance with the methods and deadlines indicated in the Estimate sent by Supplier.

Once the agreed payment term has expired, default interest shall be charged, without the need for prior notice of default, at the rate provided for under art. 5 of Italian Leg. Decree No. 231/2002 (ECB rate + 7% surcharge), without prejudice to compensation for any further damage suffered.

In addition to the above, should Customer fail to comply with the payment terms and conditions, Supplier may:

- demand immediate payment of all outstanding amounts by invoking the forfeiture of the term's favourable conditions;
- suspend ongoing supplies or complete them only against advance payment;
- withdraw from all further contracts entered into with

Customer and discontinue any ongoing negotiations with Customer;

- retain the Supply and/or the Product until full payment has been received;
- terminate the contract pursuant to art. 1456 of the Italian Civil Code.

9. Failure to collect the Supply

Should Customer fail to collect the Supply within 30 days from notification that the Supply is ready, Customer shall be charged, for each item of the Supply, an amount equal to EUR 150.00 for each week of delay, up to a maximum of 10% of the total price of the Supply, without prejudice to compensation for any further damage suffered.

If the Supply is not collected within the aforementioned term, Supplier shall also have the right to store it outdoors, with exemption from any liability and forfeiture of all warranties for Customer, who shall also be liable for any deterioration or loss of the Supply itself.

10. Subcontracting

Supplier shall have the right, at its sole discretion and without prior notice, to subcontract the execution of any part of the Supply covered by the Estimate.

11. Amendments to the estimate

The terms and conditions indicated in the estimate may be amended up to three days from the date it is issued. Any amendments requested after such time shall be accepted at the Supplier's discretion, which reserves the right to redetermine the price of the Supply and its delivery date.

12. Express Termination Clause

Supplier and Customer agree that this Contract shall be automatically terminated in the event that

- Customer fails to provide the Product and/or the drawings and/or the projects and/or the documentation and/or the instructions and/or the functional and technical specifications and clear and complete indications, free from defects, shortcomings, errors or faults, and compliant within the time limits and in the manner set out in Articles 2 and 3 above;
- Customer fails to make payments in accordance with the methods and deadlines set out in Article 8 above;
- the impediment due to *force majeure* events lasts more than 120 days as provided for in art. 7 above, or where performance becomes excessively onerous as provided for in art. 15 below;
- Customer is subject to insolvency proceedings, judicial or enforcement proceedings, or other procedures, including out-of-court procedures, that may prejudice the Supplier's credit rights;
- Customer fails to comply with the principles set out in the Supplier's Code of Ethics and organisational, management and control model, and does not adhere to the procedures adopted by the company in compliance with Italian Leg. Decree No. 231/01.

The interested Party may declare its intention to avail itself of this clause by means of a notice to be sent to the other Party by certified e-mail (PEC) to the address shown in the public registers or by certified mail letter with return receipt sent to the registered office.

13. Returns

Any returns of the Supply by Customer must be previously agreed in writing with Supplier. Failing this, the returned Supply shall not be accepted.

14. Prices and invoicing

Unless expressly stated otherwise, the prices indicated in the estimate are net of all charges relating to taxes and transport, insurance, shipping, packaging, storage and similar costs, which shall be borne by Customer. If, during the course of the Supply, increases in material costs, exchange rate fluctuations or other factors occur, Supplier reserves the right to amend the prices as from the dates on which such increases occurred.

The prices of the Supply shall be those indicated in the Estimate and shall be invoiced in accordance with the payment terms set out therein. Should Customer request the delivery date to be postponed, or where the Supply is collected after the deadline indicated in art. 9 above, Supplier reserves the right to issue the invoice immediately or, in any event, within the originally agreed term.

15. Hardship – Supervening excessive burden

Should Supplier ascertain that performance of its contractual obligations has become excessively burdensome due to an event beyond its reasonable control and which could not reasonably have been foreseen, and that such event or its consequences could not reasonably have been avoided or overcome, Supplier shall have the right to terminate the contract. In any event, Customer shall be required to pay Supplier an amount equal to the value of the services/processing performed and all costs incurred by Supplier for such purpose, without exception.

16. Indirect and consequential damages

Under no circumstances shall Supplier be liable for indirect or consequential damages arising from the Supply, such as, by way of example, any direct or indirect damage caused by the Supply to property owned by Customer or third parties, or any damage resulting from loss of production and/or loss of profit.

17. Confidential information

Customer acknowledges that Supplier may communicate to Customer certain confidential information. The following shall be considered confidential: (a) any document exchanged between the Parties marked as 'confidential', 'private', 'not to be disclosed' or equivalent, even where such classification is written in a language other than Italian; (b) any type of information relating to the contract and communicated to Customer during the term of the contract, having technical or commercial content in any form. Except for the purposes of the contract, Customer shall not use such confidential information in any manner, and therefore, may not disclose it to third parties, unless Supplier has given its prior written consent. Customer expressly acknowledges that confidential information shall remain the exclusive property of Supplier. Supplier shall have the right to disclose the Customer's name in its advertising and promotional materials. Upon termination of the contract for any reason, Customer shall return to Supplier the confidential information received, and shall not retain any copies in any form. The terms and conditions of this article shall remain applicable even after termination of the contract. Customer shall be fully liable in the event of any conduct that contravenes the confidentiality or secrecy of the above-mentioned information, or the intellectual property referred to in the article herein below.

18. Intellectual Property

Supplier does not grant Customer any intellectual property rights. These rights include those relating to patents, trademarks, utility models, copyrights, databases, trade

names, designs, know-how, drawings, disclosures of inventions —whether registered or not—as well as applications, republications, confirmations, renewals, extensions, subdivisions or continuations of any of the aforementioned rights. Any use and/or reproduction of the Supplier's intellectual property, in any form whatsoever, whether paper-based, software-based or on-line, must be authorised in advance in writing by Supplier. Customer warrants that the technical project and all documentation and information communicated to Supplier do not infringe any third-party's copyrights, invention rights or patents, and indemnifies Supplier against any liability for any claim, objection and/or request for damages that may be brought by Customer and/or third parties.

19. Retention of title

Product shall remain the property of Supplier until the price is fully settled by Customer. Supplier shall be entitled to retain Product and/or the Supply, also pursuant to art. 2756 of the Italian Civil Code, until the price is fully settled by Customer.

In the event of partial or non-payment within the deadlines indicated in the Estimate, Supplier shall be entitled, upon first request, to the return of the Product already delivered, at the Customer's care and expense.

No claim and/or dispute shall entitle Customer to delay and/or omit settlement of overdue or due invoices.

20. Dual Use

Customer is required to submit Supplier, where necessary, the declaration of use and destination referred to in Annex A, in accordance with European Regulation No. 1334/2000 and subsequent amendments and supplements, duly completed and signed by Customer, without which Supplier shall not process the Order. On the basis of the declaration filled in and signed by Customer, Supplier shall draw up its own declaration of use and destination.

Where the Supply concerns goods subject to dual-use regulations, the necessary authorisations shall be requested from the competent authorities at the Customer's expense, and the delivery terms indicated in the Estimate shall be extended for a period corresponding to the duration of the authorisation procedure.

21. Code of Ethics and organisational model

Supplier has adopted a Code of Ethics and an organisational, management and control model (hereinafter also referred to as the 'Model') in compliance with the provisions of Italian Leg. Decree No. 231/01, which, by signing these General Terms and Conditions, Customer states to be aware of and undertake from now on to strictly comply with the principles set out in the Code of Ethics and the Model, as well as to align its conduct with the procedures adopted by the company. Both documents are available at the following link www.metalcamuna.it. Failure to comply with any of the provisions of the above-mentioned documents shall entitle Metal Camuna Srl to terminate the contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code, without prejudice to the right to claim compensation for any further damages suffered.

22. Applicable law and competent court

The contract shall be governed by the law of the Italian Republic. Any dispute over the interpretation and/or performance of the contract shall be settled exclusively by the Court of Brescia.

Date _____

**GENERAL TERMS AND CONDITIONS OF SALE
METAL CAMUNA SRL**

Rev.: January 2026

Stamp and Signature

As provided for by articles 1341 and 1342 of the Italian Civil Code, the conditions contained in the following articles are specifically and expressly approved by the Customer: Article 3 - Verification of Customer-supplied raw material and materials; Article 5 - Warranty against defects; Article 6 - Delivering the Supply - Terms and methods; Article 7 - *Force majeure*; Article 8 - Default or delay in payment; Article 9 - Failure to collect the supply; Article 12 - Express termination clause; Article 14 - Prices and invoicing; Article 22 - Applicable law and competent court.

Date _____

Stamp and Signature