

## GENERAL CONDITIONS OF SALE

### 1) Definitions

For the purposes and effects of these general supply conditions, the following definitions apply:

- i) “General Conditions”: these general conditions of supply;
- ii) “Supplier”: the entity dealing with the production and/or marketing of the Products and/or the provision of Services in favor of the Customer;
- iii) “Customer”: the entity that orders and purchases the 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 identifying elements of the supply;
- vi) “Order Confirmation”: communication transmitted by the Supplier to the Customer after receipt of an Order containing the indication of the identifying elements of the accepted Order;
- vii) “Closed Order”: Order in which the quantity of the Product or Service, price, methods, and delivery times are expressly indicated;
- viii) “Open Order”: 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 between Supplier and Customer (week/month/year) are indicated in a general manner;
- ix) “Delivery Release”: communication, transmitted in any form, containing the specific indication of the quantities of Product requested and the delivery terms, transmitted by the Customer to the Supplier in compliance with the provisions established by the Open Order;
- x) “Products”: mechanical fasteners and other goods manufactured or marketed by the Supplier at the Customer’s request and forming the subject of an Order;
- xi) “Services”: services provided by the Supplier at the Customer’s request based on an Order or a contract;
- xii) “Documents”: all documents, drawings, estimates, technical reports, evaluations, offers, analyses and, in any case, any data, work or other document sent by one of the Parties to the other;
- xiii) “Samples”: all samples, prototypes, pre-series, pre-processed or semi-finished products and, more generally, all manufactured items (with the sole exclusion of the Products) delivered by the Supplier to the Customer;
- xiv) “Equipment”: all equipment, molds, and further tools necessary for the realization of the Products or for the performance of the Services destined for the Customer;
- xv) “Force Majeure”: all those circumstances inevitable by the Parties and outside their sphere of control that limit, prevent, or delay the fulfillment of the obligations under the contract, including, by way of mere example and in any case not exhaustive, national and company strikes, wars, embargoes, vandalism and terrorist acts, epidemics, earthquakes, other natural disasters, etc.;
- xvi) “Start of Supply Execution”: moment, subsequent to the receipt of the Customer’s Order, in which the Supplier performs preparatory or executive activities uniquely aimed at processing such Order. By way of mere example and in any case not exhaustive, activities such as: the purchase by the Supplier of raw materials and/or semi-finished products and/or molds and/or machinery and/or other equipment necessary to process the specific Order considered, the start of Product production activities, etc., may represent a Start of Supply Execution pursuant to these General Conditions.

### 2) General Notes

These General Conditions are intended as valid and applicable, unless expressly derogated in writing: a) to every contract concluded between the Supplier and the Customer; b) to every Order executed by the Supplier in favor of the Customer, even if not expressly confirmed via an Order Confirmation (including “Closed Orders” and “Open Orders”); c) as well as, more generally, to all supply relationships occurring between the Supplier and the Customer. In the absence of a different written agreement between the Parties, these General Conditions prevail over any eventual purchase conditions (general and/or particular) of the Customer. The General Conditions are understood as automatically accepted by the Customer at the moment of the conclusion of the contract regardless of their express written acceptance.

### 3) Content of the contract

The following form an integral and substantial part of the contract between Supplier and Customer: a) the General Conditions; b) the special conditions expressly indicated and accepted by the Supplier and the Customer, also regarding prices; c) the Supplier’s documentation transmitted to complete the general and special supply conditions; d) any technical document, study, report, sent by the Supplier to the Customer under any title. Advertising documents, sales brochures, samples, catalogs, and anything else used or sent by the Supplier to the Customer before or during the execution of the supply shall not be considered essential elements of the contract, unless otherwise established in writing between the Parties.

#### **4) Conclusion of the contract**

The contract is considered concluded at the moment of receipt of the Order Confirmation transmitted by the Supplier to the Customer. Alternatively, in the absence of an Order Confirmation, the contract is considered concluded at the moment of the Start of Supply Execution. In case of discrepancy, under one or more profiles, between the Order and the Order Confirmation, the contract is understood as perfected at the conditions provided by the Order Confirmation, unless the execution of the supply has begun in the absence of the sending of the Order Confirmation itself by the Supplier. In no case, except for hypotheses of Force Majeure, may the Customer suspend or cancel the Order after the conclusion of the contract. Any request for modification of the contract advanced by the Customer must be accepted in writing by the Supplier. In the absence of written acceptance, the contractual conditions previously agreed upon shall be understood as unchanged.

#### **5) Closed Orders**

The Closed Order shall be binding for the Parties at the moment of receipt of the Order Confirmation transmitted by the Supplier to the Customer. Alternatively, in the absence of an Order Confirmation, the Closed Order shall be understood as binding at the moment of the Start of Supply Execution.

#### **6) Open Orders**

The Supplier undertakes to maintain sufficient stock inventories to promptly meet the Customer's needs according to what is provided by the Open Orders. Every supply of Products and/or Services relating to an Open Order must form 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 itself; in case of failure to respect the aforesaid term by the Customer, the Supplier shall not be considered responsible in case of delayed delivery of the goods forming the subject of the Delivery Release. It remains understood between the Parties that the Delivery Releases transmitted by the Customer must respect the forecast quantities indicated in the Open Order and may bring variations to such quantities in increase or decrease in the maximum measure of +/- 15%. Unless otherwise agreed, the Supplier shall not be required to provide the Customer with Products and/or Services in numbers greater or with delivery times more burdensome than what is indicated in the Open Order. If the Open Order provides for minimum purchase quantities, the Customer may not purchase a number of Products and/or Services lower than such minimum quantities in the considered time frame. Should the Customer advance, by means of written communication, a request for modification of the conditions provided by the Open Order, the Supplier may freely decide whether to refuse or accept the request. The Supplier may also subordinate the acceptance of such request to the recognition of an indemnity or the application of variations to the unit prices of the Products and/or Services, giving communication thereof to the Customer. Unless the Customer communicates a refusal in writing within 7 days from such communication, the recognition of the indemnity and/or the variations of the unit prices of the Products and/or Services shall be understood as accepted with effect from the first subsequent delivery. In case of refusal of the proposal for recognition of the indemnity and/or the variation of unit prices consequent to the modification of the Open Order, all conditions originally provided by the Open Order shall remain in force.

#### **7) Preparatory and/or accessory works inherent to the order**

7.1) Documents All Documents that, under any title, Customer and Supplier exchange before or during the conclusion of every single Order (Closed or Open), shall be understood as transmitted only for the specific use for which they are intended. It remains 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 of the same to the receiving party; b) the receiving party may not use the Documents for purposes other than those for which they were transmitted; c) Customer and Supplier shall be bound to the strictest confidentiality and secrecy, in relation to the existence and content of the Documents subject to exchange, in compliance with the provisions of art. 10.2 below; d) in the hypothesis of use of the Documents different from that permitted, the owner shall have the right to obtain – at its discretion – the immediate return and/or destruction of the Documents in addition to the immediate cessation of any form of use of the same, saving in any case 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 solely and exclusively for the purposes provided by the contract with the Supplier. It remains understood between the Parties that: a) the Customer shall be exclusively responsible for the custody of the Samples; b) the Customer shall be required to return the Samples to the Supplier: i) within the term of 5 days from the cessation for any reason of the contract to which they refer; ii) within the term of 15 days from when the Supplier, for any reason, requests it; c) the Customer must treat the Samples with the strictest secrecy and confidentiality; d) the Customer may not in any way dispose of the Samples, nor perform directly or indirectly tests, without the prior written consent of the Supplier; e) in the hypothesis of use of the Samples different from that permitted, the Supplier shall have the right to suspend, in whole or in part, the execution of all supplies in being with the Customer and to ask for the return of the Samples, saving in any case compensation for damages.

7.3) Equipment Unless otherwise agreed in writing between the Parties, the Equipment shall be designed and realized by the Supplier with the materials and methods deemed most appropriate by the same and shall remain the sole and exclusive property of the Supplier itself. The Supplier may, at its discretion, charge the Customer – in whole or in part – the expenses incurred for the design and realization of the Equipment and/or in any case ask the Customer for a co-participation in the costs for the design and realization of the same, it being understood that – even in such 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 different from those destined for the Customer.

### **8) Products**

8.1) Characteristics of the Products The Supplier undertakes to realize the Products in conformity with the technical specifications agreed with the Customer.

8.2) Packaging of the Products The Customer declares to be aware of the type of standard packaging used by the Supplier and to consider it suitable for its needs, for the purposes of transport, deposit, and storage of the Products. The Customer shall be the sole and only party responsible for the transport, deposit, and storage of the Products from the moment of delivery of the same by the Supplier to the carrier/forwarder, and no responsibility may be charged to the Supplier from the date of delivery of the Products to such subjects. The Customer shall be responsible for the correct and complete observance of the regulations in force regarding the destruction and disposal of “disposable” packaging eventually used by the Supplier. The eventual use of “returnable” packaging must be agreed in writing between the Parties and, even in such case, the Customer shall be the sole party responsible for the correct use and correct maintenance of such packaging. The eventual adoption of packaging different from standard ones may be agreed from time to time between the Parties and must in any case occur at the Customer’s expense.

8.3) Information regarding Products and traceability The Customer undertakes to inform its eventual purchasers and/or, in any case, the users of the Products of the technical functional characteristics of the same. The Supplier must ensure the traceability of the production lot of the Product itself up to the date of delivery to the Customer. The Customer must maintain such traceability and place a similar commitment in this sense upon its purchasers and/or users.

8.4) Supply of Products after the conclusion of series production The eventual supply of Products after the conclusion of the relative series production (for example, as spare parts) must be agreed from time to time between the Parties, who specifically must define the details of the supply under the profile of minimum quantities and the relative sales price.

### **9) Services**

In the event that the relationship between the Supplier and the Customer provides for the provision of Services, the Supplier shall be required to adhere only to the provisions that have been agreed 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 these are realized based on drawings or projects prepared by the Customer. Unless otherwise agreed between the Parties, the Supplier is also the sole owner of whatever is eventually realized in the execution of the Services. The ownership of such rights shall remain with the Supplier even after the delivery of the Products, Documents, Samples, and Equipment. The execution of the supply, therefore, shall not constitute and may not in any case be interpreted as a form of assignment and/or granting of license and/or concession under any other title of the industrial property rights or Know-how relating to the Products and/or Services in favor of the Customer.

10.2) Confidentiality clause For the purposes of this article, “Confidential Information” means any corporate, financial, commercial, or technical information, which is internal, non-public, confidential, or of limited access, in addition to any industrial secret, commercial secret, and know-how, concerning the activity of one of the Parties and/or the Products and/or the Services and which is directly or indirectly communicated by such party (“Disclosing Party”), to the other party (“Receiving Party”), in execution of the supply relationship. Confidential Information includes, by way of example, Orders and Order Confirmations, the contract and its annexes, drawings, operational and organizational documentation of the Parties, operational, organizational and contractual documentation relating to the Products and/or Services, news and data pertaining to the organization, structure, activity, programs and production and commercial results of the Parties and, more generally, any technical, organizational and/or commercial information, verbal or written, exchanged by the Parties for purposes inherent to the conduct of the supply relationship. The concept of confidential information does not include information: a) that at the moment of communication or subsequently has become accessible to the public regardless of the conduct of the Receiving Party; b) of which the Receiving Party was already in possession before the communication without simultaneously being subject to confidentiality constraints; c) that the Receiving Party has developed autonomously before the communication.

The Parties undertake to maintain maximum secrecy regarding Confidential Information, to adopt all necessary measures to ensure the confidentiality of the same and to ensure that their personnel: i) do not make improper use of it; ii) observe the confidentiality obligations provided by the General Conditions. Confidential Information may not be copied or

reproduced without the prior written consent of the Party that revealed it. All Confidential Information made available during the execution of the supply, including eventual copies thereof, shall be returned or destroyed upon the occurrence of the first of the following events: a) cessation for any reason of the supply relationship; b) request of the Disclosing Party, unless the Receiving Party is authorized to retain such Confidential Information under another title (for example to comply with Legal obligations) or in any case has the need to retain them in order to give regular execution to the Supply relationship. The Parties are also obliged not to reveal, use or employ, for purposes other than those established in the contract, any data, document or information relating to exclusive rights, activities, plans or affairs of the other party or of third parties, acquired in the execution of the contract, saving the written authorization of the other party or of the third parties directly interested as the case may be. Each party answers with direct assumption of responsibility towards the other party for behaviors differing from such confidentiality requirements assumed by its employees and collaborators as well as, more generally, by all those who, on its behalf, operate in execution of the supply relationship. The confidentiality obligation agreed between the Parties is understood as extended also to the period subsequent to the cessation of the supply relationship for a duration of 5 (five) years or, if earlier, until the moment in which the Confidential Information becomes public domain. In derogation to what is stated above, each Party may disclose the Confidential Information received in the case where this is imposed by: i) legal and/or regulatory provisions; ii) measures of the judicial authority; iii) orders of other authority binding for the Receiving Party. It remains however understood between the Parties that, should one of the situations provided by this paragraph occur, the Receiving Party shall be required to inform the other party promptly and in writing, provided that this is legitimately permitted by the legal and/or regulatory provisions, by the measures and/or by the orders on which the disclosure is based.

10.3) Guarantee against counterfeiting In relation to Products realized on the Supplier's design, the Customer shall be required to communicate beforehand to the Supplier, at the moment of sending the request for offer and/or the Order (and in any case before the execution of the supply), in which territories the Products will be marketed. Only and exclusively if the Customer transmits such information to the Supplier, will the Supplier guarantee to the Customer the non-existence of patents and/or other exclusive rights of third parties that may prevent the production and sale of the Products in question, limited to the indicated territories. Should the Customer market the Products in territories different from those indicated, the Customer itself: i) undertakes to hold the Supplier harmless and indemnified from any and all direct or indirect consequences that the same might suffer due to the production and/or promotion and/or marketing of the Products in such territories; ii) shall directly bear, or in any case indemnify the Supplier for, all direct and indirect damages and all costs, including defense or legal costs (including the fees of Professionals appointed by the Supplier itself), that the latter shall be called to bear in case of legal action. In relation to Products realized on the Customer's design or according to indications or information provided by the Customer, the latter shall be the sole and only party responsible for any violation (also relating to the production process) of industrial property rights and non-industrial rights of third parties. With reference to such Products the Customer: i) undertakes to hold the Supplier harmless and indemnified from any and all direct or indirect consequences that the same might suffer due to the production and/or promotion and/or marketing of the Products; ii) shall directly bear, or in any case indemnify the Supplier for, all direct and indirect damages and all costs, including defense or legal costs (including the fees of Professionals appointed by the Supplier itself), that the latter shall be called to bear in case of legal action.

### **11) Delivery, transport, verification and acceptance**

11.1) Delivery times of Products and Services The Supplier shall be required to respect the delivery times of the Products and provision of Services agreed with the Customer. In no case, however, shall the delivery date be deemed essential and binding for the correct execution of the Order and the Customer, expressly, waives formulating requests for resolution of the contract and/or compensation for damages in the hypothesis of failure to respect the delivery term of the Products and/or performance of the Services. Unless otherwise agreed in writing between the Parties, in the case where delivery times are indicated in days and/or weeks and/or months and/or years (and therefore without the indication of a precise calendar date), the same shall begin to run from the furthest date among the following dates: a) date of the Order Confirmation; b) date of acceptance by the Customer, if requested, of all materials, equipment and executive details; c) date of fulfillment by the Customer of all preliminary contractual or legal obligations (e.g., import licenses, authorizations, etc.). The Supplier reserves the right to communicate to the Customer eventual modifications of delivery times; it remains however understood between the Parties that in no case of variation of 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 the Products and/or the performance of the Services in case of non-payment of supplies.

11.2) Delivery conditions of Products (Ex Works Incoterms 2020) Unless otherwise agreed between the Parties and without prejudice to what is provided in the subsequent art. 13.5, the delivery of the Products shall be effected Ex Works at the establishment indicated by the Supplier and shall be understood as executed on the day and at the hour in which Products are delivered to the carrier or forwarder; starting from such moment, all risks and responsibilities inherent to the Products shall be transferred to the Customer. The procedure to be adopted for the delivery of the Products shall be the following: a) at the moment in which the Products are ready for delivery, the Supplier must send the Customer a written

notice of “goods ready for delivery”; b) the Customer must collect the Products within the terms indicated in the notice of “goods ready for delivery”; c) where the collection of the goods does not occur according to what is indicated in the notice of “goods ready for delivery” for causes not imputable to the Supplier, the Customer must bear every cost, disbursement or expense for whatever reason borne by the Supplier (deposit, insurance, handling, storage, etc.). It remains 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; the payment of such invoice must occur in compliance with the terms and conditions provided by art. 13.1.

11.3) Transport, customs duties and insurance of Products Unless otherwise agreed in writing between the Parties, transport shall always be effected at the care and expense of the Customer who, if deemed necessary and under its exclusive responsibility, may decide to insure the Product. Any commercial condition must conform to the Incoterms conditions in force at the moment of the conclusion of the contract. In the hypothesis where the Supplier takes charge of shipping the Products, the transfer of risk to the Customer shall in any case take place at the moment of delivery of the Products to the first forwarder or first carrier, in compliance with the provisions of art. 11.2 above. Shipments must comprise all Products subject of the contract; eventual requests for shipment of a quantity of Products lower than that ordered shall be evaluated freely by the Supplier who, at its discretion, may decide to accept or refuse them. The Customer must always bear, unless otherwise agreed between the Parties, duties and customs rights providing for the payment of the same and, if due, also the fulfillment of the relative procedures. The Supplier, however, shall never be required to insure the Products regardless of the delivery methods agreed.

11.4) Verification of quantities and type of Products delivered The Customer must verify, under the profile of type and quantity, the conformity of the Products to the order conditions at its own expense and under its own exclusive responsibility, as soon as delivery is effected. Every contestation or reservation relating to discrepancies of Products, weights or quantity with respect to the delivery note accompanying the Product must be noted immediately on the CMR or, in its absence, on the delivery note. A copy of the CMR or, in its absence, of the delivery note with the relative reservations or contestations must be sent for information to the Supplier, it remaining understood that the Supplier itself shall in no case be held to answer for facts occurring after the delivery of the goods to the carrier/forwarder in compliance with the provisions of arts. 11.2 and 11.3 above. In the absence of reservations reported on the CMR or on the delivery note, the Products – under the profile of type and quantities – shall be understood as accepted. In the case where the supply has as its object an intra-community supply of Products, the Customer undertakes to deliver to the Supplier all documentation provided by art. 45-bis of Reg. EU 282/2011, as modified by impl. Reg. n. 2018/1912, and necessary to allow the Supplier to benefit from VAT exemption.

11.5) Tolerances on Product quantities Unless otherwise agreed between the Parties, concerning the quantity of Products delivered, the tolerances provided in Annex A) to these General Conditions apply.

11.6) Contestations regarding the existence of defects in Products The Supplier is required to deliver Products free from defects and compliant with the order specifications. The Customer, in the hypothesis of the existence of defects in the Products must, under penalty of forfeiture, within eight days from delivery, in case of patent defects, and within eight days from discovery, in case of latent defects, contest the Products supplied to the Supplier by sending suitable written communication containing the list of defects or faults found, the number of pieces on which the same were found, the methods through which the verifications were realized, the lot number and every element useful to allow the Supplier the exact identification of the Product subject of contestation. The Customer, if requested by the Supplier, must return, at its own care and expense, the Products subject of contestation. The Supplier, at its sole discretion, and without this constituting any recognition of responsibility, may repair and/or replace the Products; in such case, the Supplier shall bear the transport costs for the subsequent re-delivery to the Customer. Where the Supplier does not find the presence of the defects or faults complained of by the Customer, the Product shall be sent again to the Customer at the latter's expense. In no case, unless the Supplier opts for the total replacement of the Products, may the Customer suspend the payment of the Products subject of contestation. Should the Customer execute or have third parties execute workings or interventions on the Products, the latter shall no longer be guaranteed by the Supplier and no claim may be advanced against the Supplier itself regarding alleged faults or defects of the Products. Should the Customer, in the presence of evident faults or defects, decide not to give notice to the Supplier and use or sell the Products, the right to replacement, repair and warranty shall consequently lapse. Unless otherwise agreed between the Parties, the eventual disposal of the Products subject of contestation must occur at the care and expense of the Customer. Eventual claims or contestations concerning a single delivery of Products do not exonerate the Customer from the obligation to collect and pay for the remaining quantity of goods, in compliance with the provisions of the Order and/or the Contract.

11.7) Warranty of good functioning of Products The Supplier, unless otherwise agreed, guarantees the functioning of the Products supplied for a period of 1 year from the date of delivery. The warranty shall be operative only in case of correct use of the Products and when the malfunction is not, even indirectly, imputable to the Customer due to the particular use of the Products. It remains understood between the Parties that the warranty does not find application in relation to eventual errors of the Customer in the choice and purchase of the Products.

### **12) Prices**

12.1) Definition of prices of Products and Services The Supplier shall indicate the prices of the Products and/or Services in the Order and/or in the Order Confirmation. Unless otherwise agreed between the Parties, prices shall be understood net 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 shall always be expressed in Euros.

12.2) Modification of prices of Products and/or Services The Supplier may modify the prices of the Products and/or Services after acceptance of the Order should variations in raw material prices, production costs or in any case changes in market conditions affecting the supply occur. In case of variation of the prices of the Products and/or Services, the Supplier must communicate the new price to the Customer in writing. The Customer must evaluate, respecting principles of correctness and good faith, the price increase proposed by the Supplier and may not refuse it where the same results legitimate and/or justified. In case of non-refusal by the Customer, the new price shall be binding starting from the first delivery of the Product or the first provision of the Service subsequent to the communication of the variation. Notwithstanding the foregoing, in case of refusal of the new price proposed, both the Supplier and the Customer may freely withdraw from the contract limited to the Products/Services affected by the price increase. The withdrawal must be communicated in writing by one party to the other and shall be effective after 45 days from the moment of its communication; it remains understood between the Parties that, during the aforesaid notice period, the Supplier and the Customer shall be required to give execution to the contract at the same conditions applied previously.

### **13) Payments**

13.1) Payment conditions Payment for supplies must occur, regardless of eventual contestations, within the times and methods agreed between the Parties, without prejudice to the applicability of the provisions of Legislative Decree 9.10.2002 n. 231 where not explicitly derogated in writing. Unless otherwise agreed between the Parties, the Supplier shall not be required to grant any discount in the hypothesis of advance payment of the Products and/or Services.

13.2) Delay in payments Without prejudice to what is indicated in art. 13.1 above, in the hypothesis of non-payment of the Products and/or Services within the terms agreed from time to time between the Parties, the Supplier shall have the right to default interest at the rate provided by art. 5 of Leg. Decree n. 231/2002. In case of delay in payment, the Supplier shall be authorized at any time to issue an invoice bearing the amounts accrued in the meantime as interest and expenses. The Customer must immediately provide for the payment of the amount carried by the aforesaid invoice. In the hypothesis in which an invoice for interest and expenses is issued, the Supplier may, at its sole discretion, impute all payments subsequently effected by the Customer to the balance of the aforesaid invoice for interest and expenses and, only for the residue, to the payment of the Products and/or Services supplied. Should the Customer's non-fulfillment be repeated or serious, the Supplier may, at its discretion, suspend the sending of Products or the execution of Services and/or refuse the request for further deliveries and/or declare the contract resolved by right.

13.3) Changes in the Customer's financial or social situation In the hypothesis where the Customer is declared bankrupt or in any case subjected to any insolvency procedure (arrangement with creditors, controlled administration, bankruptcy, forced liquidation, extraordinary administration), the Supplier may suspend further supplies and/or exercise the right of withdrawal from the contract. The Customer is required to communicate to the Supplier every relevant change in its corporate structure or its management-administrative organization or the occurred signing of transfer of business or branch thereof, when such event concerns the supplies of Products and/or Services. The Supplier, having evaluated such information, may eventually communicate to the Customer its will to withdraw from the contract. In such case, the Supplier may in any case retain, on account of the greater amount due, advances or what has been collected up to that moment.

13.4) Customer Credits The Customer may not for any reason or title issue, without the Supplier's consent, debit notes or invoices for credits of its competence or in any case charge the Supplier amounts for which the latter has not, expressly and in writing, acknowledged itself as debtor. The Customer may not, without written authorization, offset or retain sums due to the Supplier. In the hypothesis of the existence of credits in favor of the Customer, the Supplier is expressly authorized to offset such sums with what is owed to it by virtue of supplies effected or to be effected.

13.5) Retention of Title The Products are supplied with the formula of "Retention of Title", with the consequence that, until full payment of the relative consideration by the Customer, they shall remain the property of the Supplier. The Customer shall be required to put in place every measure necessary for the protection and safeguarding of the Supplier's property right and shall be responsible for every consequence that might derive to the Products until full payment of the same. The Customer shall be required to put in place every useful measure not to confuse the Supplier's Products with others possibly similar of other suppliers and must therefore store the Product in specific spaces well delimited and easily identifiable. The provisions of this article do not imply a derogation from what is provided by arts. 11.2 and 11.3 regarding the transfer of risk and responsibility for transport and custody of the Products.

### **14) Liability**

*Manufacturer of stainless steel and special alloys fasteners, strips specialist*

14.1) Definition of Supplier's liability The Supplier shall be exclusively responsible for the correct supply of the Products and/or Services, which must have the agreed characteristics. No other responsibility may be attributed to the Supplier. The Supplier must furthermore organize and effect the supply in compliance with the regulations in force in the matter in the state where the Supplier itself has its headquarters. Without prejudice to what is provided by the contract, the Supplier cannot be responsible for defects of the Products when these are imputable to: a) materials supplied by the Customer or by third parties indicated by the Customer; b) design or drawing errors when said activities are realized 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) treatments or manipulations effected without the Supplier's consent; e) production errors when the process has been indicated and validated by the Customer; f) erroneous, not permitted, anomalous, atypical or particular use of the Products; g) defect of storage, transport, preservation or handling of the Products; h) normal wear of the Product or deterioration of the same imputable to events attributable to the Customer or to third parties; i) failure to respect recommendations, indications or suggestions of the Supplier regarding maintenance, preservation or use of the Product itself.

14.2) Limits of liability Except for cases of willful misconduct or gross negligence, the Supplier's liability for eventual claims, losses or damages of any type resulting from faults and/or defects of the Products and/or Services, recall campaigns of Products and/or Services, claims by third parties and/or in any case deriving from the execution of the supply, as well as for damages caused to property or personnel or collaborators of the Customer, may not exceed an amount equal to 3 times the value of the lot or service subject of the claim. Any liability for indirect damages, loss of image, loss of profit, missed earnings, operating losses, profits, line stoppage, or in any case as an indirect consequence of the defect of the Products and/or Services is expressly excluded. The Supplier shall likewise not be responsible for direct or indirect damages eventually suffered by the Customer for the use by the same of technical documents, information, data of the Products and/or Services, indication of technical or functional characteristics etc., when such use has not been previously and specifically authorized in writing. In no case shall the Supplier answer for lack of performance of the Product realized. In any case, no responsibility may be imputed to the Supplier in relation to the lack of suitability of the Product for a particular use by the Customer or, in any case, by third parties.

#### **15) Force majeure causes**

The Supplier may suspend its supply obligations and in any case contractual commitments with the Customer in every case of Force Majeure. Should the Supplier intend to avail itself of said faculty, it must promptly inform the Customer in writing indicating the cause of Force Majeure invoked and, if possible, the duration of the foreseen suspension of the assumed contractual obligations. If the cause of suspension should last beyond 15 working days, the Customer may, temporarily, source the Products and/or Services of its necessity from another Supplier, without prejudice to the commitment for the Customer, once the Force Majeure cause has ceased, to repurchase the Products and/or Services from the Supplier. The Supplier undertakes to communicate in writing to the Customer the occurred cessation of the Force Majeure cause, indicating also the date of the first deliveries of Products and/or resumption in the performance of Services. If the Force Majeure cause should last for over 120 days, Supplier and Customer shall meet to evaluate the possibility of deeming the stipulated supply contract resolved. In any case, the Customer must collect and pay for all Products in the Supplier's warehouse, the cost of semi-finished products and special raw materials not otherwise usable. The Customer must promptly inform the Supplier of every fact that may be considered Force Majeure and that may make the delivery or collection of the Product difficult. In such case, the Customer must also indicate to the Supplier according to which methods the Product may be delivered, eventually also in a place different from that agreed, bearing, in said hypothesis, the greater cost that the Supplier shall indicate, putting in place, however, every suitable measure to be able to pick up or store the Product realized by the Supplier so as to make the inconvenience for the Supplier as least burdensome as possible. In no case may the Customer invoke Force Majeure to suspend payments for supplies.

#### **16) BEHAVIORAL PRINCIPLES**

The Customer undertakes, on its own behalf and pursuant to art. 1381 of the Civil Code for its employees, consultants, collaborators, to adhere to the ethical-behavioral principles that the Supplier has enunciated in its Code of Ethics and in the Organization, Management and Control Model pursuant to Leg. Decree 231/2001, where adopted, published on its website, of which it declares to have taken vision and which constitute an integral and substantial part of this document. In the case of violation of the Code of Ethics by the Customer, the Supplier may unilaterally resolve the existing supply relationship, with written communication to be sent to the Customer within 10 days from the violation or from the relative discovery.

#### **17) GDPR**

The Parties mutually undertake to process personal data (including sensitive ones) of which they should come into possession in the execution of the supply relationship in compliance with the provisions of Leg. Decree n. 196/2003 and Regulation (EU) 2016/679.

#### **18) Prevalence clause**

*Manufacturer of stainless steel and special alloys fasteners, strips specialist*

In case of contrast and/or discrepancy, also interpretative, between the text in Italian language and the text in English language of these General Conditions, the text in Italian language shall prevail and reference shall be made to it.

19) Partial nullity and saving of General Conditions

The eventual nullity of one or more clauses does not affect the validity of the General Conditions as a whole. In doubt, the clauses of these General Conditions must be interpreted in the sense in which they can produce some effect rather than in the sense according to which they would have none.

20) Applicable law, jurisdiction and competent court

The General Conditions, the individual contracts and, more generally, all supplies under any title executed by the Supplier in favor of the Customer are governed and regulated in every part by Italian law, with express exclusion of the applicability of the Vienna Convention on the International Sale of Goods of 1980. Every dispute having as its object the supply of Products and/or Services and, more generally, the interpretation, execution and/or resolution of the General Conditions, orders and/or Order Confirmations and/or individual supply contracts, shall always and in any case, mandatorily, be subjected to Italian jurisdiction and shall be referred, exclusively, to the competence of the judge of the place where the Supplier has its headquarters.

**ANNEX A) – Supply tolerances**

Tolerances on the numerical capacity of packages On the number of pieces declared on packages the following limit deviations are admitted:

- For packages with less than 100 pieces: 0 for fasteners with  $d > 12$  mm;  $\pm 1$  for fasteners with  $d < 12$  mm.
- For packages with 100 pieces and over:  $\pm 1$  % for fasteners with  $d > 12$  mm;  $\pm 2$  % for fasteners with  $d < 12$  mm.

Tolerances on requested quantity For unified fasteners, the quantity supplied must be equal to that requested except for the tolerance on individual packages and the rounding that might become necessary if the quantity requested is not equal to or an integer multiple of the numerical capacity of the packages. For non-unified fasteners, the quantity supplied must be equal to that requested with the tolerance, unless otherwise agreed upon ordering, indicated in the table below:

REQUESTED QUANTITY	HIGHER REQUESTED QUANTITY	LOWER REQUESTED QUANTITY
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 %