

General Terms and Conditions of Sale CHUN & VOLLERIN srl

1 Applicability of these general conditions

- 1.1 These general terms and conditions of sale (hereinafter referred to as the 'General Terms and Conditions') form an integral part of all contracts for the sale, in Italy and/or abroad, by Chun & Vollerin srl with registered office in Cusago (Milan), Via Albert Einstein 15, Tax Code and VAT No. IT00714100153 (hereinafter referred to without distinction as the 'Supplier'), of all its products (hereinafter referred to as the 'Products') to purchasing companies (hereinafter referred to as the 'Purchaser(s)'). All offers, order confirmations, deliveries and invoices of the Supplier shall be deemed to be made on the basis of these General Terms and Conditions, which, with the transmission of the order confirmation, shall be deemed to be known and accepted by the Purchaser, unless the Supplier waives them in writing.
- 1.2 These General Terms and Conditions shall be deemed to be accepted by the Purchaser, even if they differ from any general or special purchasing conditions prepared by the Purchaser. The latter shall not bind the Supplier in any way unless expressly accepted in writing by the Supplier.
- 1.3 Should one or more provisions of these General Terms and Conditions be held invalid and/or unenforceable, this shall not affect the validity and/or enforceability of the remaining General Terms and Conditions; any provisions held invalid or unenforceable may be replaced with new valid and enforceable provisions, the content of which shall, as far as possible, be equivalent to that of the provisions held invalid or unenforceable.
- 1.4 The Supplier reserves the unquestionable right to amend these General Terms and Conditions at any time. All additional clauses or special purchase conditions that are incompatible with these general terms and conditions, even if they appear on the customer's order, shall be deemed not to have been affixed unless they are inserted and signed for approval on the order confirmation issued by the Supplier. It is understood that the General Terms and Conditions applicable to the contract shall be those valid on the date the order is confirmed by the Supplier

2 Formation of contract - Acceptance of orders

- 2.1 Each contract of sale shall be deemed concluded when the Purchaser receives, from the Supplier, written confirmation of the order issued by the Purchaser. If, however, the Purchaser receives from the Supplier a written confirmation of the order containing terms and conditions that differ from the order itself, the contract shall be deemed to have been concluded after 1 (one) working day from receipt of such order confirmation by the Purchaser, without the latter having made any written objection to the Supplier.
- 2.2 Any offers made by the Supplier to the Purchaser shall remain valid only for the period specified therein and, after that period, shall lapse without revocation. In the absence of any express indication to the contrary, the offer shall be valid for 3 (three) days from the date of issue. The delivery terms (or dates) indicated by the Supplier in the offer are to be regarded by the Supplier as merely indicative and not binding.

All quantities offered are to be understood as "subject to sale" since the Supplier is not bound by the terms of the offer, even in the event of its acceptance by the Purchaser, unless the order is subsequently confirmed by the Supplier.

- 2.3 Any purchase order cancellation or modification made by the Purchaser shall solely be effective where previously authorised, or subsequently accepted, by the Supplier in writing. In the event of termination of the supply of Products to be manufactured to the Purchaser's specifications, the Purchaser undertakes to purchase all Products expressly procured by the Supplier to ensure the fulfilment of individual orders of the Purchaser or to meet continuing supply obligations, if any, agreed upon with the Purchaser.
- 2.4 Intermediaries and agents do not have the power to bind the Supplier in relation to the Purchaser, nor to enter into contracts in the name of and/or on behalf of the Supplier. Offers submitted by intermediaries and agents are subject to the Supplier's written approval and confirmation.
- 2.5 Weights, where specified in the offer and in the subsequent order confirmation, are to be understood as indicative and may vary in the invoice due to tolerances.

2.6 The products are subject to processing and, therefore, their measurements are to be considered net of the following tolerances by width/diameter and cut technology used:

WIDTH DIAMETER (mm)	LASER CUT (mm)	SAW CUT (mm)	PLASMA CUT (mm)	WATERJET CUT Q2 (mm)	WATERJET CUT Q3 (mm)
00-10	-0.5 ÷ +0.5	-0 ÷ +3	-0 ÷ +3	X	X
11-20	-1 ÷ +1	-0 ÷ +3	-0 ÷ +5	-0 ÷ +6	-0 ÷ +2
21-30	-1.5 ÷ +1.5	-0 ÷ +3	-0 ÷ +5	-0 ÷ +6	-0 ÷ +2
40	-2 ÷ +2	-0 ÷ +3	-0 ÷ +5	-0 ÷ +8	-0 ÷ +2,5
50	-2 ÷ +2	-0 ÷ +3	-0 ÷ +5	-0 ÷ +9	-0 ÷ +3
60	-2 ÷ +2	-0 ÷ +3	X	-0 ÷ +10	-0 ÷ +4
70	-2 ÷ +2	-0 ÷ +3	X	-0 ÷ +11	-0 ÷ +4
80	X	-0 ÷ +3	X	-0 ÷ +12	-0 ÷ +4
>90	X	-0 ÷ +3	X	X	X

3 Product Prices

- 3.1 Unless otherwise agreed upon in writing between the parties, the prices indicated by the Supplier in the relevant order confirmation shall apply to each purchase order.
- 3.2 Unless otherwise agreed upon in writing between the parties, the prices of the Supplier's products are understood to be "EXW - Ex Works" Cusago (Mi), Incoterms® 2020 CCI, packaging and transport costs, VAT and taxes excluded. Packaging costs will be charged to the Purchaser on the invoice. It is hereby understood that the Supplier shall pack the Products in the packaging form as deemed appropriate, at its own discretion, for the used means of transport agreed upon with the Purchaser from time to time. Any special packaging, to be requested by the Purchaser no later than the time of placing the order, shall be quoted separately by the Supplier and shall be expressly agreed in writing between the Supplier and the Purchaser.
- 3.3 If the goods covered by this contract are subject to customs duties, the related costs shall be borne by the customer.

4 Delivery

- 4.1 Unless otherwise agreed in writing between the parties, delivery of the Products to the Purchaser shall be made on an "EXW - Ex Works" Cusago (Mi) Incoterms® 2020 CCI basis, with the sole exception that the Supplier shall load the Products onto the collection vehicle at the

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Supplier's expense but at the Purchaser's risk ("EXW loaded"). This formula, as well as all other terms of delivery agreed upon in writing between the parties, refers to the current pro tempore edition of the Incoterms® of the International Chamber of Commerce.

- 4.2 In the event of delivery "EXW - Cusago (Mi) Incoterms® 2020 CCI, the Supplier shall not enter into any contract of shipment or transport with regard to the Products to be delivered, unless expressly requested in writing by the Purchaser and at the latter's risk and expense, and the shipment or transport costs incurred by the Supplier shall be charged to the Purchaser in the invoice in addition to the agreed prices.

If the Purchaser fails to collect the Products within and no later than 5 (five) working days from the date on which he became aware of their availability, the Supplier reserves the right to charge the Purchaser storage and warehousing costs from the said period of 5 (five) working days until the day of actual collection in the amount of €0.15/Kg per day of delay. The payment terms applicable pursuant to Article 6 below shall remain binding on the Purchaser even if the latter fails to collect the Products in a timely manner. If payment is to be made in arrears with respect to delivery, the payment terms shall in any case begin from the date of notice of readiness for delivery or, only in the absence thereof, from the agreed date of delivery.

5 Delivery time - Acceptance of delivery

- 5.1 Delivery of the Products shall take place within the delivery terms (or dates) expressed by the Supplier in the order confirmation. In the event of any discrepancy between the delivery terms (or dates) requested by the Purchaser and set out in the order confirmation as a mere reference, and the delivery terms (or dates) stipulated by the Supplier, the latter shall prevail. In the event that a processing time is specified instead of a delivery period, the processing time shall commence upon receipt by the Purchaser of the order confirmation or, in the case of Products to be manufactured according to the Purchaser's technical specifications, upon receipt by the Supplier of all final technical specifications, drawings and technical data required by the Supplier and/or necessary to be provided by the Purchaser, for the relevant commissioning and delivery of the Products. Delivery terms, unless otherwise agreed upon, shall in any case not be considered as neither binding nor essential for the Purchaser for the purposes of Article 1457 of the Italian Civil Code. Any delays shall not, therefore, under any circumstances give rise to damages or termination, even partial, of the contract.

- 5.2 The Supplier hereby reserves the right to complete the order including in instalments and to issue partial invoices according to the delivery instalments completed. Should the Purchaser reject delivery instalment of the goods, it shall notify the Supplier thereon in advance and in writing. A quantitative tolerance is in any case permitted as provided for in the pro tempore edition of standard UNI 3740, part 9.

6 Payments

- 6.1 Payments shall be made by the Purchaser in the manner agreed upon and indicated by the Supplier in the order confirmation sent by the Supplier to the Purchaser.
- 6.2 Failure, delay or partial payment, when due, of an invoice or debit note of the Supplier shall result in the forfeiture by the Purchaser of the terms granted for payment of the Products, as well as the charge of default interest. The Supplier shall therefore be entitled to take immediate action for the recovery of existing claims, even if they are not liquid and payable, and this at any time, without any obligation of notice and/or formalities. In such case, the lawyer fees, as well as the default interest, will be fully charged to the defaulting customer. Any objection or claim by the Purchaser for defects or faults in the Products shall not, under any circumstances, entitle the Purchaser to suspension or delay of payments.
- 6.3 As set forth in the previous point 6.2, the Supplier shall also have the right, at its sole discretion, without incurring any liability for damages, i) not to perform the order, ii) to discontinue and/or refuse to deliver the ordered Products which are pending delivery, including in the case of Products unrelated to the concerned default or delayed payment, until full payment of the amount due by the Purchaser, iii) to demand payment guarantees from the Purchaser and/or other payment terms or methods, both for outstanding supplies and for any subsequent supplies.

7 Contractual guarantee

- 7.1 The Supplier warrants the absence of defects in relation to the materials supplied or to the manufacture of the Products as well as the conformity of the Products with the technical specifications and any samples supplied by the Supplier and/or expressly approved by the Supplier in writing. This guarantee is provided for a period of 12 (twelve) months from the date of delivery of the Products to the Purchaser provided that the Products are provided with the specific identification label and have not been modified in any way.

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- 7.2 Any complaint concerning flaws or defects in the products shall be received by the Supplier no later than 15 (fifteen) days from the date of delivery of the Products to the Purchaser, or, in the event of any non-apparent flaws which cannot be assessed with standard care, no later than 15 (fifteen) days from when they are detected and, in any case, no later than 12 (twelve) months from the delivery of the Products to the Purchaser.
- 7.3 The Supplier hereby reserves the right to inspect the Products in advance, also through technological aids (photo and video) to assess existence of any defect for which it is liable; in this case, the Supplier hereby undertakes, at its sole discretion, to repair or replace the Products assessed by the Supplier to be defective or, where impracticable, to fully or partially refund the price already paid by the Purchaser, without entailing any liability upon the Supplier for any direct, indirect or consequential damage whatsoever, loss of earnings or losses deriving from and/or connected to the defects in the Products.
- 7.4 If any Product is repaired or replaced, the Purchaser shall receive the repaired or replaced Product at the Supplier's expense (including any shipment charges). Any Product return by the Purchaser shall, in any case, be previously authorized in writing by the Supplier.
- 7.5 This warranty is exclusive and is in lieu of all other written, oral or implied warranties which, by acceptance of these General Terms and Conditions, the Purchaser expressly disclaims.
- 7.6 The Supplier shall not be liable for any defects, faults or lack of quality in the Products resulting from i) faults and defects or lack of quality in the raw materials and materials or components supplied by the Purchaser himself and/or supplied by the Supplier on the latter's instructions, ii) incorrect assembly or installation of the Products, iii) improper use of the Products by the Purchaser iv) repairs, tampering with or alterations made to the Products without the Supplier's prior written consent, v) negligence or inexperience on the part of the Purchaser and/or the Purchaser's customers, or vi) normal wear and tear, improper or insufficient storage or maintenance of the Products, use of aggressive agents, vii) removal of the identification label affixed by the Supplier.

8 Early termination

- 8.1 Without prejudice to any other remedy available, the Supplier shall have the right to terminate in advance, with immediate effect, each contract of sale concluded on the basis of these General Conditions, by certified e-mail sent to the Purchaser's certified e-mail address,

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in the event of a breach by the Purchaser of any obligation arising from these General Conditions, if said breach is not rectified or remedied by the Purchaser, to the satisfaction of the Supplier, within and no later than 15 (fifteen) days following the Supplier's written warning to comply.

- 8.2 In any case, if the contract proves to be excessively onerous for the Supplier for reasons not attributable to the Supplier, by way of example but not limited to: increases in raw materials, increases in energy supplies, etc., the Supplier shall have the right to adjust the prices charged to the Purchaser or, if the Purchaser does not agree, the Supplier shall have the right to terminate the contract in the form, time and manner set forth in point 8.1.

9 Know-how and confidential information

The know-how and other confidential information of the parties belong exclusively to the parties (even if the Supplier himself has it at his disposal because it was provided to him by a third party) and is made available to each other in strict confidence for the sole purpose of the sales contract concluded on the basis of these General Terms and Conditions. The parties therefore undertake the obligation to use such confidential information only to the extent strictly necessary for the performance of each sales contract and for the use of the relevant Products and not to disclose such confidential information to third parties, unless they authorise themselves to do so in writing.

10 Force majeure and restricted liability

- 10.1 The Supplier shall not be liable to the Purchaser for any non-performance or delay in performance caused by any events beyond the Supplier's reasonable control including, but not limited to, any trade union actions, strikes, transport issues, natural disasters, pandemics, wars, civil commotions, administrative seizures, embargoes, laws or regulations issued by any territorial or administrative competent authority, failed or delayed delivery of manufacturing materials by suppliers due to events beyond the reasonable control of the suppliers.
- 10.2 The warranties and liabilities of the Supplier arising out of and in connection with contracts concluded on the basis of these General Terms and Conditions are limited to those expressly provided for herein. With the exception of cases of wilful misconduct and gross negligence on the part of the Supplier, the latter shall therefore have no other liability in connection with the Products and shall in no event be liable for direct, indirect or consequential damages, lost

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profits, direct or indirect losses of any kind (including personal injury and damage to property) arising from the purchase of the Products. The Purchaser acknowledges the fact that the overall liability of Chun & Vollerin S.r.l., deriving from and/or relating to the contracts concluded on the basis of the present General Terms and Conditions shall, in any case, be limited to the price paid by the Purchaser in relation to the relative Products, in addition to any amount settled by the insurance company(ies) on the basis of the insurance policies stipulated by Chun & Vollerin srl.

11 Processing of Personal Data

The current legal provisions on the protection of personal data apply. To this end, the Purchaser acknowledges that he/she is informed, pursuant to, to the effects and for the purposes of Art. 13 and Art. 14 of Regulation (EU) 2016/679 ("GDPR"), after examining the information to this end published by the Supplier on its website, that the "personal data" communicated and/or exchanged with the Supplier, including during the pre-contractual information phase, will be processed by the Supplier; furthermore, it is understood that the Purchaser expressly consents to the processing of "personal data", availing himself of his rights in accordance with Article 7 GDPR .

12 Applicable law - Place of jurisdiction - Language

- 12.1 These General Terms and Conditions and the contracts of sale to which the Supplier is a party are in all their parts governed by Italian law, which shall be applied in all cases irrespective of the Purchaser's nationality and shall prevail over the law of the Purchaser's country of origin. Therefore, all contracts to which the Supplier is a party are entirely subject to Italian law in all their stages: conclusion, execution and termination as well as settlement of disputes arising therefrom.
- 12.2 The exclusive place of jurisdiction for all disputes arising out of and/or relating to these General Terms and Conditions and the sales of Products by the Supplier shall be the Court of Milan, Italy.
- 12.3 These General Terms and Conditions of Delivery are drafted in Italian and English. In the event of any doubts as to interpretation, the Italian language version shall prevail.

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Cusago, 25th of March 2025

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