

Forgital Italy S.p.A.

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GENERAL TERMS AND CONDITIONS OF SALES
FOR GOODS
(NON-EU CLIENTS)

0. SUBJECT

The present 'General Terms and Conditions of Sales for Goods' (hereinafter called 'GTC') are applied to all offers/quotations effected and to all formed contracts of sales of Goods (hereinafter called "Supply Agreement" or "Contract of Supply" or simply "Supply" or "Contract") between FORGITAL ITALY SPA with legal address in Via Giuseppe Spezzapria, 1, 36010 Velo d'Astico (VI) VAT Number IT02689090245 and Fiscal Code 12205490159 (hereinafter 'FORGITAL' or 'the Supplier' or 'Seller') and any of its Clients (hereinafter called the 'Client/s' or 'Buyer/s' or 'Destinee') with subject the following goods that can be manufactured or buy by third parties and re-sell by FORGITAL: forged products for different applications, mainly seamless rolled rings (both in rectangular or profiled section), including discs or other open die forging products in various types of materials such as carbon steels, alloy steels, stainless steels, aluminium, nickel alloys, cobalt alloys, copper and titanium alloys. (Hereinafter called 'Goods' or 'Products')

1. ORDERS AND EXECUTION OF THE CONTRACT:

- 1.1. These GTC are expressly accepted by the Buyer when FORGITAL sends its proposal/quotation to the Buyer or, in any case, when FORGITAL sends its Order Confirmation.
- 1.2. The Client acknowledges and accepts these GTC as the only terms and conditions regulating the purchase of Supplier's Goods
- 1.3. Each order issued by the Buyer in favour of FORGITAL implies the acceptance, without exceptions, of these GTC.
- 1.4. In no case any general condition of purchase in any manner inserted, mentioned, quoted in the Client's correspondence and forms shall be considered as applicable in the supply of FORGITAL's Products
- 1.5. Save a shorter validity is expressly indicated in FORGITAL's documents, Proposal/quotation is valid and effective only if the complete and definitive negotiation is

performed or Purchase Order is sent by the Buyer to the Supplier within 3 (three) days from the date of proposal/quotation. The shipment date/s shall be fixed only in Order Confirmation sent by Supplier to Buyer.

- 1.6. It is understood that the Client is solely and fully liable for the choice of the technical specifications/characteristics and shall keep FORGITAL harmless from any claim that any third party may raise in connection to wrong, mistaken, improper specifications. In no case the Supplier may be held liable or responsible for any verbal or written comment or suggestion given in relation to the technical specifications, unless such activity is expressly agreed in writing as part of a collateral consultancy agreement.
- 1.7. The Contract of Supply is considered formed only after FORGITAL sent the Order Confirmation to Client.

2. PRICES. HARDSHIP: PERFORMANCE EXCESSIVELY BURDENSOME

- 2.1. Prices and currencies are those indicated in Order Confirmation. Unless otherwise stipulated, the prices of the Goods neither include the VAT (Value Added Tax) amount nor other taxes, duties etc related with the Goods (hereinafter called as 'Taxes'). Amount of Taxes in relation with the supply of the Goods shall be at the Buyer's expense and shall be invoiced by FORGITAL to the Buyer in the commercial invoice or through a separate invoice.
- 2.2. If FORGITAL grants a discount, it shall be applicable only for the specific Supply for which the discount has been granted and mentioned on the Order Confirmation.
- 2.3. In the event that, after the formation of the Contract, an unforeseen or significant event occurs that renders Forgital's performance excessively burdensome pursuant to Article 1467 of the Italian Civil Code, the Seller and the Buyer shall renegotiate the applicable price in good faith, without prejudice to Forgital's right to request termination of the Contract under Article 1467, paragraph 1, of the Italian Civil Code. In particular, without prejudice to the foregoing, the Buyer acknowledges that Forgital's performance may become excessively burdensome due to changes in the costs of raw materials, components, and/or energy occurring between the conclusion of the Contract and the delivery date established in the Order Confirmation.

3. TERMS, DELIVERY AND EXECUTION OF FORGITAL'S OBLIGATIONS

- 3.1. The delivery date indicated on Order Confirmation is only estimated and not essential. In any case, 30 (thirty) working days of grace period shall be applicable on delivery date indicated by FORGITAL.
- 3.2. In case of delay in the delivery of the Goods, Supplier shall not be liable for any loss or damage of any kind whatsoever directly or indirectly caused by any delay in the delivery of the Goods or completion of the Supply. Moreover, in no event the Supply regulated by these GTC shall be automatically terminated in case of late deliveries, nor shall the Client be entitled to terminate the Contract of Supply in case of late deliveries.
- 3.3. No penalties or liquidated damages shall be applicable by the Client to FORGITAL in case of late delivery of the Goods.

- 3.4. The events which can prevent or delay the supply are, by the way of an example, strikes, insurrections, wars, locks-out, earthquakes, fires, flooding, pandemic, atmospheric events, imports embargoes, delays in deliveries by the suppliers of FORGITAL, limitations of supply of energy, unexpected breakage of a machinery or of an equipment, limitations on traffic circulations are expressly recognized by the Buyer as force majeure events or, in any case, events for which FORGITAL shall not be considered responsible in case of delay in the deliveries .
- 3.5. Prices offered are intended ex works FORGITAL's warehouse in Velo d'Astico (VI) Italy as per updated Incoterms .
- 3.6. In case of delay in the collection of the Goods ready for shipment, the Client shall bear all the expenses concerning the occupation of FORGITAL's warehouses and yards. It being understood that the risks of damage, deterioration and/or theft of the Products shall be borne by the Client from the date of delivery indicated in Order Confirmation.
- 3.7. Packaging is not included in quotation. Should Client require a packaging during the negotiation phases, it shall be quoted separately.

4. OBLIGATION OF THE CLIENT

- 4.1. The Buyer shall provide all necessary documents and shall support Supplier with all necessary activities to demonstrate the Extra European Union destination of the Supply of the Goods within the time schedule provided by Italian/European Union Competent Authorities. Should the Buyer fail to provide the Seller with any of necessary documents or to support the Seller in proper way, then the Buyer shall be liable to indemnify the Seller for all the costs due to the drawback of VAT and probable penalties/sanctions applied by Italian/European Union Fiscal Authorities.

5. WARRANTY

- 5.1. Whereas Buyer will have the right to assert its warranty claiming only if FORGITAL has already received the full payment of the Goods for which it requires the warranty, FORGITAL warrants that the Products are in compliance with Order Confirmation technical characteristics. FORGITAL, anyhow, does not warrant that Products shall be 'fit for purposes' or of 'merchantability quality' or similar concepts.
- 5.2. In case Supplier should provide a trial sample or a prototype, FORGITAL' undertaking shall be solely that the Products shall be in compliance with the characteristics of trial sample. In any case the Client shall not be entitled to refuse the Products or require modifications thereof, should the inconsistencies with the mentioned characteristics be trivial and/or fall within the normal and/or agreed tolerances and limits.
- 5.3. The warranty period is of 12 (twelve) months from the relevant delivery date of the Goods.
- 5.4. The warranty may be claimed by the Client only, whilst the Client's assignees or other third parties shall not have any direct claim against FORGITAL
- 5.5. In any case the warranty shall not applied to those machineries, equipment, plants in which the Goods are used or installed and the Client expressly waives to claim any

damage, loss, cost and/or for injury or death of personnel assigned to the use of such machineries, equipment, plants which could, directly/indirectly, arise

5.6. The warranty shall not apply in case of defects, damages or failure of the Goods resulting as a consequence of and/or from:

5.6.1. improper storage, maintenance, use, application;

5.6.2. damages caused by accident, fire or other casualty or negligence not ascribable to FORGITAL;

5.6.3. failures resulting from unauthorised modifications or alterations of the Products;

5.6.4. any damage, loss or consequence deriving from defects or non compliance of the Products caused by failure, deficiencies and/or mistakes in the information or technical specifications supplied by the Client;

5.6.5. any other cause, not ascribable to FORGITAL's negligence

5.7. The Client forfeits from warranty if he should not provide to suspend immediately the use of the Goods in case of discovery of a non-conformity or of a defect on the Goods.

5.8. During the warranty period, FORGITAL shall repair or replace, at its own discretion, free of charges the Products found not in compliance. If required by the Supplier, the Goods to be repaired or replaced should be returned, at the Client's costs, to FORGITAL's premises.

5.9. The Client shall, sub poena of forfeiture of the warranty, notify in writing by email with Supplier's confirmation of such communication or by registered letter with return receipt, any non compliance or discovered defects, within and no later than 14 (fourteen) days from the date of receiving of the Goods. In case of hidden defects within and no later than 8 (eight) days from the date of relevant discovery. The burden of proving the date of receiving or of the relevant discovery lies with the Client. In no case claims for non-compliance or for defects shall be accepted if received by FORGITAL after 12 (twelve) months from the date of delivery of the relevant Products.

5.10. Any further express or implied warranty of fitness or merchantability as well as any reimbursement of costs or other obligations or liability either direct or by the way of redress including those for direct, indirect, incidental or consequential damages are, to the extent permitted by law, expressly excluded and waived.

6. LIMITATION OF LIABILITY

6.1. In no event shall FORGITAL be liable to the Client, Client's assignee and/or any other third party for any claim, whether arising under contract, tort (including negligence), strict liability or otherwise, for loss of revenue, loss of profit or loss of use of capital, downtime of facilities, standby of equipment/plant, standby of personnel, loss of business reputation or opportunities, loss of production, loss of product and/or for any special, direct, indirect, incidental or consequential loss or damage of any nature (including any penalty or liquidated damages applied by Client's Clients to Client) arising at any time or from any causes

whatsoever and whether or not foreseeable, even if caused or contributed to by the negligence or breach (statutory or otherwise) of FORGITAL in relation to Supply Agreement

6.2. Notwithstanding any other provisions on the contractual documents and except the case of demonstrated wilful misconduct of FORGITAL, maximum cumulative and aggregate responsibility/liability of FORGITAL towards Client and/or any third party for whichever reason shall not exceed the amount paid by the Client for the claimed Goods.

7. RETIRE AND DELIVERY OF ORDERED GOODS

- 7.1. At the expire of the agreed delivery terms, but, in any case, not later than 10 (ten) days from the notice of Goods ready for collection, the Buyer is obliged to provide for the collection of the Goods .
- 7.2. The above term elapsed, FORGITAL shall be authorised to issue the relevant invoice and the terms of payment shall accrue as indicated in Order Confirmation and the relevant Goods shall be stored in FORGITAL's yard at Client's costs and risks, with forfeiture of warranty without any responsibility for the Supplier. FORGITAL in addition shall be authorized to debit to the Buyer 0,2% (zero point two percent) of total amount of Order Confirmation for each/part of week of delay as handling and stored charges.

8. PAYMENTS AND DELAYS ON BUYER'S OBLIGATION

- 8.1. Unless otherwise agreed, payment of the Goods shall be made by swift bank transfer in favour of FORGITAL in its bank account in accordance with the following terms :
 - 8.1.1. 50% (fifty percent) of the total amount when Order Confirmation is sent by Supplier to Buyer
 - 8.1.2. Balance 50% (fifty percent) of the total amount when FORGITAL informs the Client of Goods ready for collection. In any case collection of Goods can be effected only when full payment is received in Supplier's bank account without recourse
- 8.2. FORGITAL's invoices shall be exclusively paid at its domicile
- 8.3. In no event shall any claim on the Products, defect or non-compliance of the Products, even when expressly acknowledged as such by FORGITAL and/or delays of delivery of the Products give the Client the right to suspend the relevant payments and/or any other payment for whichever reason due to FORGITAL (*Solve et repete*).
- 8.4. Should the Client delay or fail to comply with the payment terms, even if the Client is in delay with just one payment term, FORGITAL shall be entitled to suspend all the pending deliveries, until full payment of the outstanding credits, even if related to other contracts of supply and/or until receipt of proper guarantees for any future delivery. In case of delay on payment terms, Buyer shall pay to FORGITAL for each/part of week of delay 0,1% (zero point one percent) of penalty calculated on the delayed amount.
- 8.5. In case of plurality of Contracts, if the Buyer should not provide to pay or delay in the payment of just one invoice, FORGITAL is authorized to suspend the outstanding Supplies, without prejudice to any other rights FORGITAL may have or to any other

damages to be paid by the Client to FORGITAL in accordance with any other provisions of Supply Agreement

- 8.6. Notwithstanding any other provisions, FORGITAL shall be authorized to terminate the Supply Agreement, for right cause, should the Client fail to provide for the payment within 15 (fifteen) days from receiving of notice to pay from the Supplier.
- 8.7. In no event shall the Client be entitled to set-off its debts toward FORGITAL against credits and/or claims toward the latter.

9. TERMINATION, SUSPENSION AND WITHDRAWAL FROM THE SUPPLY AGREEMENT. PENALTY CLAUSE.

- 9.1. FORGITAL reserves the right to terminate the Contract without any burden, liability or obligation towards the Buyer and to retain, as compensation, the sums collected up to that moment, if it becomes aware of the existence of a situation of insolvency, the initiation of judicial, ordinary, insolvency or extrajudicial proceedings against the Buyer;
- 9.2. FORGITAL also reserves the right, pursuant to Article 1461 of the Italian Civil Code, to suspend the Contract pending suitable guarantees from the Client if it becomes aware of the existence of changed financial conditions that could jeopardize the fulfillment of payment obligations by the Client;
- 9.3. Failure of paying an instalment exceeding one eighth of the Price, as provided for by art. 1525 of the Civil Code, determines the loss of the benefit of the term granted to the Buyer and entitles FORGITAL to terminate the Contract (art. 1526 of the Italian Civil Code).
- 9.4. The Client is not entitled to suspend the Contract, in whole or in part, nor to postpone the delivery dates. In the event that FORGITAL accepts the suspension of the Contract (or part thereof), or the postponement of delivery dates, the Client expressly acknowledges and agrees to compensate the Supplier for all related costs and expenses incurred by FORGITAL—such as, by way of example and not limitation, those for handling, storage, and related charges—as well as a contractual penalty amounting to 5% (five percent) for each month of suspension or postponement (or part thereof), calculated on the value of the goods for which the suspension or postponement has been agreed. The Client shall also acknowledge, at FORGITAL's discretion, either the application of financial charges resulting from the suspension (or postponement), or, alternatively, FORGITAL's right to initiate payment based on the originally agreed delivery dates under the Contract.
- 9.5. The Purchaser is not entitled to withdraw, either partially or fully, from the Contract. In the event that FORGITAL accepts a withdrawal by the Client, the Client expressly agrees to compensate FORGITAL for all costs and expenses incurred up to the date of the Supplier's acceptance of the withdrawal, as well as to pay a contractual penalty equal to 20% (twenty percent) of the total Contract value (or of the relevant portion of the Contract for which FORGITAL has accepted the withdrawal).

10. CONFIDENTIALITY AND FORGITAL INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Client shall not represent in any way that it has the any right or title on the trade marks owned by FORGITAL nor apply to register in its own name trade marks that are similar to, or may be confused with the trade marks owned by Supplier
- 10.2. Furthermore, the Client agrees that the Confidential Information disclosing by FORGITAL shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronically, without Supplier's prior written consent
- 10.3. The Client shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person. Client shall remain liable to FORGITAL for any

breach or non-compliance by any such person. Client agrees and acknowledges that because of the valuable nature of the Confidential Information, damages alone may not be an adequate remedy for a breach of any term and therefore agrees that Supplier shall be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of any term by it or any of its directors, officers, employees, agents, consultants or contractors without proof of special damage.

10.4 In the event Client should breach any of the obligation provided by this article, Client is undertaken to grant and recognize to FORGITAL the minimum amount of Eur 250.000,00 (eur two hundred and fifty thousand,00) as contractual' penalty, without prejudice to Supplier's rights to pursue other forms of relief

11. SEVERABILITY

11.1. If any provision of these GTC shall be found invalid or unenforceable, the invalidity and unenforceability shall not affect the other provisions of GTC which shall remain in full force and effect. The Parties agree to attempt replacing any invalid or unenforceable provision, a valid or enforceable provision which achieves to the maximum possible extent, the objectives of the invalid or unenforceable provision.

12. RETENTION OF TITLE

12.1. FORGITAL shall be the sole owner of the Products supplied until full payment of the same effected by the Client. Should the Supply Agreement be terminated due the Client's breach of the Contract, the instalments already paid by the Client shall be kept by FORGITAL as an indemnity, without prejudice to FORGITAL's right to claim for further damages.

12.2. The Client has the right to sell the Products in the ordinary course of business on the understanding that the proceeds of any such sale shall belong to FORGITAL to whom the Client shall account such proceeds up the concurrence of the full amount due by the latter to the former for the Supply of the Products

12.3. FORGITAL shall have the right at any time to revoke the above mentioned Client's right of sale by written notice, if the latter is in default with respect to the payment of any sum due for more than 15 (fifteen) working days

12.4. The Clients' right to sell the Products shall furthermore automatically cease and payment of the Goods becomes immediately due if a receiver is appointed over any assets or undertakings of the Client or a winding up order is made against it, or if the Client goes into a voluntary liquidation or causes a meeting or a composition with creditors, or commits any act of bankruptcy or if its assets are attached without any defence being raised.

12.5. Notwithstanding the moment of the actual transfer of title on the Products, all the risks relevant to any loss or damage of the Products are borne by the Client when Goods are ready for the collection in Supplier's warehouse as per ex works updated Incoterms provisions.

13. PROHIBITION OF ASSIGNMENT OR TRANSFER OF THE CONTRACT

13.1. The Buyer is prohibited from assigning or transferring the Contract, in whole or in part, without the prior written consent of Forgital.

14. FORCE MAJEURE

WHEREAS:

14.1. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment ("the Affected Party") proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

14.2. Presumed Force Majeure Events.

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 14.1. of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 14.1. is satisfied:

a) currency and trade restriction, embargo, sanction;

b) war (whether declared or not), emergency, accident, fire, explosion, destruction of equipment, flood, storm, pandemic, industrial strike, general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises, hostilities, invasion, act of foreign enemies, extensive military mobilization;

c) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;

d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;

e) plague, epidemic, natural disaster or extreme natural event;

f) cyberattack to Supplier's Information Technology System;

g) Delays in deliveries by the suppliers of Supplier, limitations of supply of energy, limitations on traffic circulations are expressly recognized by the Buyer as force majeure events, for which SUPPLIER shall not be considered, in any case, responsible for the delay in the deliveries, prolonged break-down of transport, telecommunication, information system or energy.

14.3. A party affected by a force majeure event shall not be deemed to be in breach of Contract, or otherwise be liable to the other party, by reason of any delay in performance, or the non-performance, of any of its obligations under Contract to the extent that the delay or non-performance is due to any force majeure event which it has been notified the other party within a reasonable period of time.

14.4. If any force majeure event occurs in relation to either party which affects or is likely to affect the performance of any of its obligations under Contract, the affected party shall notify the other party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform its obligations under the Contract.

14.5. If the performance by either party of any of its obligations under Contract is prevented or delayed by a force majeure event for a continuous period in excess of six months, the Parties shall negotiate in good faith, and use their best endeavours to agree upon such amendments to Contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effects, but if they do not agree upon such amendments or arrangements within a further period of sixty days, the party not affected by the force majeure event shall be entitled to terminate Contract by giving written notice to the other Party.

14.6. In case a force majeure event affects the Buyer, it expressly undertakes to pay to Seller all costs and expenses sustained by the Seller for all materials manufactured (even if not completed yet) and work performed till the date of notice sent by Buyer to Seller of such occurrence.

14.7. In case a force majeure event affects the Seller due to currency and trade restriction, embargo, sanction so that the existence or occurrence of measures by any authority that may wholly or partially prevent, directly or indirectly, the execution of the contract, then the Seller shall be authorized to withdraw from the Contract with prior notice to the Buyer and to withhold the downpayment/s already received till the date of notice, it being understood that the Buyer expressly recognizes such amount/s as properly due to the Seller

15. OBLIGATIONS OF THE CLIENT IN CASE OF INTERNATIONAL SANCTIONS

- 15.1. The Buyer represents and warrants that neither itself nor, to the best of its knowledge, its directors, officers, or employees are, or will be for the entire duration of the contractual relationship with the Seller, subject of any sanctions imposed by the authorities of the European Union or by the U.S. Department of Treasury's office of Foreign Assets Control (OFAC), or any other relevant authority or any similar sanction imposed by any member state of the European Union (collectively, "**Economic Sanctions**"). The Buyer further represents and warrants that it does not act on behalf of or for the benefit of any individuals or legal entities listed on any Economic Sanctions related list of designated persons ("**Designated Persons**") (including, if Designated Persons, any of its subsidiaries, joint ventures, joint venture partners or other individual or entity) or in any manner whatsoever to circumvent the sanctions established against the targeted entities by the OFAC or the European Union.
- 15.2. Any violation of above paragraph shall constitute a breach of an essential obligation of the Contract, entitling the Seller to immediately terminate the Contract and/or to terminate or suspend the business relationship with the Buyer without incurring any liability and authorizing the Seller to withhold the downpayment/s already received till the date of violation and the Buyer expressly recognizes such amount/s as properly due to the Seller.
- 15.3. The Buyer undertakes to immediately inform the Seller of any circumstances that may affect the above representations and warranties and/or be relevant under the Economic Sanctions, as well as any issues in applying of the above-mentioned paragraphs, including any relevant activities by third parties that could undermine the purpose of such paragraphs.

16. TRADE CONTROL AND EXPORT COMPLIANCE. CLIENT'S UNDERTAKINGS

- 16.1. The Buyer undertakes (i) not to sell, export or re-export, directly or indirectly, to the Russian Federation and/or Belarus or for use in the Russian Federation and/or Belarus, any goods supplied by the Supplier under or in connection with this Agreement that fall under the scope of Articles 12g of Council Regulation (EU) No 833/2014 and article 8g of Council Regulation (EC) No. 765/2006 respectively.
- 16.2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (16.1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 16.3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (16.1).
- 16.4. Any violation of paragraphs (16.1), (16.2) or (16.3) shall constitute a material breach of an essential element of this Agreement, and Supplier shall be entitled to immediately withdraw from any order and/or terminate with immediate effect the contractual relationship with the Buyer, without incurring any liability.
- 16.5. The Buyer acknowledges that failure to comply with its obligations hereunder or in the event of breach or threatened breach of any provision hereof may cause substantial and irreparable damage to the Supplier with the consequence that the Supplier shall be entitled, at its sole discretion, the payment of a penalty equal to the greater of (i) 50 (fifty) per cent of the turnover achieved between the Parties in relation to the sale or supply of the Affected Goods in the 12 months prior to the termination of the contractual relationship and/or (ii) the sale price of the Affected Goods purchased by the Buyer. This shall be without prejudice to the Supplier's right to claim compensation for any

greater damage suffered and to any other remedy provided by law and/or this Purchase Conditions.

- 16.6. The Buyer hereby undertakes and warrants that it will comply with any subsequent amendments to the aforementioned Regulation and with any laws, regulations and/or other provisions in force in the European Union, the United Kingdom and the United States of America relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus.
- 16.7. The Buyer shall immediately inform the Supplier of any intervening circumstance that may affect the above representations and warranties and about any problems in applying paragraphs (16.1), (16.2) or (16.3), including any relevant activities by third parties that could frustrate the purpose of paragraph (16.1). The Buyer shall make available to the Supplier information concerning compliance with the obligations under paragraph (16.1), (16.2) and (16.3) within two weeks of the simple request of such information
- 16.8. NO-TRANSIT. Notwithstanding the provisions of the points above, the Buyer acknowledges that the exportation of some goods and/or services outside the customs territory of the European Union may be subject to restrictions of their transit in the Russian and/or Belarus territory. The Buyer undertakes to comply with, and to ensure that the carrier appointed by him complies with (hereinafter the "Appointed Carrier"), all regulations concerning restrictions of transit of goods and services in the Russian and/or Belarus territory. Pursuant to the regulations of Council Regulation (EU) No 833/2014 and of Council Regulation (EC) No. 765/2006, respectively, the Buyer declares that it is aware that for certain types of goods there is an absolute prohibition on transit, while for other goods the transit through the Russian Federation and/or Belarus may take place, provided that all due diligence measures have been taken and the following conditions are met:
 - 16.8.1. Russia and/or Belarus shall only be the place of transit of the shipment which originates and terminates beyond the territory of the Russian Federation and/or Belarus;
 - 16.8.2. the Affected Goods shall not be sold, processed or transferred after their export outside the customs territory of the European Union for the purpose of circumventing the laws in force relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus; and
 - 16.8.3. the transit of the Affected Goods does not contravene any other provisions relating to prohibitions and/or restrictive measures concerning the Russian Federation and/or Belarus.
- 16.9. The Buyer undertakes to provide the Supplier with all information necessary to verify compliance with the above-mentioned provisions, at the Supplier's request, or to obtain it from the Appointed Carrier and to provide it to the Supplier without delay and in any event prior to the date of shipment and/or withdraw of the Affected Goods as specified in the Purchase Order and/or otherwise agreed upon in writing by the Parties. If this obligation is not fulfilled, the Supplier reserves the right to suspend the delivery of the Affected Goods, as well as in all cases in which the Supplier becomes aware of any breach, even a potential one, of the above-mentioned provisions and/or of the fact that the Buyer has provided untrue, inaccurate and incorrect information, the Supplier may exercise the remedies set forth in above points 16.4 and 16.5, without prejudice to any other rights provided by law.
- 16.10. The Buyer shall in any event be obliged to transfer the same provisions of this Article to its customers, subsidiaries, associated and/or affiliated companies in connection with the Affected Goods, so that they are bound by the same obligations as the Buyer and have agreed to act in accordance with the terms and conditions of this Article.
- 16.11. The Buyer acknowledges that the Supplier shall notify the competent authorities of the Member State in which the Supplier resides or is established if it becomes aware of any infringement or potential infringement. The Buyer hereby waives any and all claims for damages and/or actions against the Supplier, its directors, officers, employees, shareholders, agents, consultants, and associated and/or affiliated companies in connection with the foregoing. In the spirit of mutual assistance and cooperation, if the

Buyer becomes aware of violations of export control regulations and international economic sanctions committed by its customers with respect to the Affected Goods, Buyer shall promptly, and in any event no later than 48 hours after becoming aware of the violation, notify the Supplier. The Buyer shall provide all relevant information to protect the Supplier's interests and undertakes to be available to assist the competent authorities in combating the violation and/or sanctioning the guilty parties.

- 16.12. The Buyer shall indemnify and hold the Supplier harmless from and against any and all liability, damage or adverse consequence, costs and expenses which may arise from any violation of applicable export control and international economic sanctions provisions in connection with the Affected Goods supplied by the Supplier.

17. TARIFFS, CONSEQUENCES

- 17.1. In case DDP as per Incoterms ® 2020 should apply to the Supply Agreement, Buyer shall be solely liable for paying, or promptly reimbursing Seller if it pays on Buyer's behalf, any new or increases to duties, taxes, tariffs, customs formalities or other governmental charges imposed or applied after the date of the Supply Agreement, upon import of the goods ("New Duties"). Notwithstanding the delivery term applicable to the Supply Agreement, Buyer expressly waives any right to claim Force Majeure or Hardship or any other legal or equitable right as basis to terminate, suspend or amend the Supply Agreement because of any New Duties or otherwise avoid its obligation to pay any New Duties;
- 17.2. In case one of Incoterm ® 2020 (except DDP) should apply to the Supply Agreement, Buyer shall be solely liable for paying any duties, taxes, tariffs, customs formalities or other governmental charges imposed or applied to the Goods related to the Supply Agreement, upon import of the goods ("Duties"). In case of any new or increases to duties, taxes, tariffs, customs formalities or other governmental charges imposed or applied after the date of the Supply Agreement, upon import of the goods ("New Duties"), Buyer expressly waives any right to claim Force Majeure or Hardship (whose principles are based on unforeseen events occur that fundamentally alter the equilibrium of a contract resulting in an excessive burden being placed on Buyer) or any other legal or equitable right as basis to terminate, suspend or amend the Supply Agreement, as a result of any New Duties or otherwise avoid its obligation to pay any New Duties.

18. PERSONAL PROTECTIVE EQUIPMENT

- 18.1. Please respect the current safety requirements of our company. In particular, in order to enter the plant, safety shoes, helmet and a high visibility jacket must be worn. Any action considered not conforming to these requirements and therefore capable of putting in danger the workers involved will be stopped.

19. GHG PROTOCOL

- 19.1. Forgital Italy is committed to respecting the standards indicated in the Greenhouse Gas Protocol. To fulfil these standards, Forgital Italy S.p.A. asks each client to render available information regarding gas emission effecting global warming arising from the transport and use of the product purchased in Forgital Italy S.p.A.

20. ORGANIZATIONAL, MANAGEMENT, AND CONTROL PROCEDURE TO LEGISLATIVE DECREE NO. 231/2001

- 20.1. Forgital Italy S.p.A. has adopted and implemented an organizational, management and control procedure that ensures compliance with Legislative Decree No. 231/2001 throughout the execution of its corporate activities (hereinafter "Procedure"). The Procedure aims at the prevention of the crimes described by the above-mentioned Decree, including

but not limited to, corruption, modern slavery, violation of health and safety at the workplace, violation of the laws on environmental prevention and protection.

- 20.2. The Procedure comprises a system of internal controls and precautionary measures aimed at preventing the crimes described in the Legislative Decree No.231/2001, and a Code of Ethics ensuring the compliance of all corporate activities with the best crime prevention Standards.
- 20.3. The Client declares to be well aware of, and accept the Code of Ethics of Forgital Group and the principles published on the Company's website www.forgital.com. Furthermore, the Counterpart acknowledges that the Company has developed and adopted an Organizational Management and Control System that is also available at the same website.
- 20.4. The Client undertakes to comply with all parts of the Procedure, and Code of Ethics of Forgital Group. that are applicable to its operations under this private agreement. More specifically, the Counterpart commits (also on behalf of other thirds or subcontractors assigned with any of the contractual tasks) to execute the contractual activities and obligations hereunder by taking all due measures to prevent any misconduct to Legislative Decree No. 231/2001. By ensuring compliance with Legislative Decree No. 231/2001, the Counterpart herein also commits to refrain from any action, operation and/or conduct that may expose Forgital Italy SpA to any liability under this Decree

21. EXCLUSION OF VIENNA CONVENTION (WIEN 11TH APRIL 1980). APPLICABLE LAW. ARBITRATION CLAUSE AND JURISDICTION FOR URGENT INJUNCTIONS

- 21.1. These GTC and the Supply Agreement shall be governed and construed in accordance with the Italian Law; it being expressly understood that the U.N. Convention on the International Sales of Goods (Wien 11th April 1980) shall not apply to any sale of the Products made under any Supply Agreement
- 21.2. All disputes arising out or relating to any Supply Agreement regulated by these General Terms and Conditions of Sales shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (hereinafter the "Rules") by a sole Arbitrator appointed in accordance with the Rules. The Arbitrator shall decide according to the Italian Law. The language of arbitration shall be the English language. The seat of arbitration shall be Milan (Italy). In any case FORGITAL shall be entitled to take legal proceedings by the Court of the place where it has its registered office, in order to obtain precautionary and/or urgent injunctions.

Velo d'Astico (VI) May 5th 2025

The Client

The Client hereby states and declares to expressly approve, for the purposes and to the extent provided by articles 1341 and 1342 of the Italian Civil Code, the following provisions of these GTC :

- Item 1.2. Client's acknowledgment of Supplier General Terms and Conditions of Sale
- Item 1.4. exclusion of Client's general conditions

Item 1.6.	limitation of Supplier's responsibility for technical characteristics
Item 2.3.	Performance excessively burdensome
Items 3.1.,3.2.	
and 3.3.	limitation of Supplier's responsibility in case of delay in delivery of the Goods
Article 4.1.	Obligation of the Client
Item 5.1.	Exclusion and limitation of Supplier's warranty with exclusion of the warranty of conformity of the Products with the use/application of the Goods and of the 'fit for purposes' or 'merchantability' of the Goods
Item 5.4.	Limitation of warranty in favour of the sole Client
Item 5.5.	Limitation of responsibility for damages caused to the machineries and Personnel of the Client and/or any third party
Item 5.6.	Exclusion of warranty for reasons not attributable to Supplier
Item 5.7.	Exclusion of warranty in case of use or processing of the Goods
Items 5.8. and 5.10.	limitation of warranty to the sole repairing or substitution of the defected Goods
Item 5.9.	forfeiture of warranty and burden of proof
Items 6.1. and 6.2.	Exclusion of Direct, Indirect damages and limitation and maximum Supplier's liability
Item 8.3.	Solve et Repete
Item 8.4.	Suspension of deliveries in case of delay or failure to pay
Item 8.6.	Right to terminate the Supply Agreement
Item 8.7.	Prohibition to set-off
Article 9	Termination, suspension and withdrawal from the supply agreement. Penalty clause
Item 10.4.	Penalty clause in favour of FORGITAL
Article 12	Retention of title
Article 13	Prohibition of assignment or transfer of Contract
Article 15	Obligations of the Client in case of International Sanctions
Article 16	Trade Control and Export Compliance. Client's undertakings
Article 17	Tariffs. Consequences
Item 21.1.	Exclusion of Vienna Convention (Wien 11 th April 1980). Applicable Law

Item 21.2. Arbitration clause and Jurisdiction for urgent injunctions

Velo d'Astico (VI) May 5th 2025

The Client
