

GENERAL TERMS AND CONDITIONS OF PURCHASE – ITALIAN CABLE COMPANY S.P.A.

1. General Provisions

These General Terms and Conditions of Purchase (“**CGA**”) shall apply to all sales of goods made by the Seller, as defined below, to Italian Cable Company S.p.A. (hereinafter referred to as the “**Buyer**”). The Seller acknowledges having knowledge of these CGA; in any case, the execution of the sale by the Seller (as well as the sending of the Order Confirmation) shall be deemed as implicit and unconditional acceptance by the Seller of these CGA and any specific conditions indicated in the Order.

These CGA therefore exclude the application of any general or special sales conditions of the Seller, which shall not be valid unless expressly accepted by the Buyer in writing. Any modification, addition, or waiver of the contents of these CGA shall only be valid if specifically accepted in writing by Italian Cable Company S.p.A. These CGA shall, in particular, govern all Purchase Orders, as defined below, which will be transmitted by the Buyer and all sales contracts concluded between the Buyer and the Seller.

2. Definitions

In the context of these CGA, the terms marked with an initial capital letter shall have the meanings assigned to them below, with the understanding that the same meaning applies both in the singular and plural forms:

(i) “**Buyer**” refers to the company Italian Cable Company S.p.A., with its registered office in Bolgare (BG), Via Francesca, 8, VAT number 02325450167; (ii) “**Goods**” refers to the tangible or intangible goods sold by the Seller to the Buyer under each Contract; (iii) “**GCPS**” refers to the general conditions for the provision of services set out by Italian Cable Company S.p.A. to uniformly govern services provided by third parties on its behalf; (iv) “**Ethical Code**” refers to the ethical code adopted by the Buyer; (v) “**Order Confirmation**” refers to the document or other written communication from the Seller to the Buyer, through which the Seller confirms the acceptance of a Purchase Order; (vi) “**Contracts**” refers to each sales contract concluded from time to time between the Buyer and the Seller in accordance with Articles 3.2 and 3.3 of these CGA, concerning the sale of one or more Goods, as well as any sales contract concluded, even by conclusive acts; (vii) “**Decree 231/2001**” refers to Legislative Decree No. 231 of 8 June 2001, regarding the administrative liability of entities, as subsequently amended and integrated; (viii) “**Confidential Information**” refers jointly to (a) the Buyer’s Technical Specifications, (b) any other information, whether commercial or of any other nature, related to the Buyer, its materials, products, processes, services, and activities, provided, in any form, by and/or on behalf of the Buyer to the Seller and/or of which the Seller becomes aware in connection with the execution of the Contracts, (c) the Results, and (d) any note, study, or other document prepared by the Supplier that contains or otherwise reflects the Technical Specifications, the information referred to in point (b), and the Results; (ix) “**Law**” refers to any law, legislative decree, decree-law, government or ministerial regulation, EU regulation, directly applicable EU directive, regional legal sources, or other classified regulations, as well as any measure, order, or decision from any administrative authority; (x) “**Model 231**” refers to the organization, management, and control model adopted by the Buyer pursuant to Legislative Decree 231/2001; (xi) “**Offer**” refers to any sales proposal for Goods submitted by the Seller to the Buyer; (ix) “**Purchase Order**” refers to the orders for the purchase of Goods placed by the Buyer with the Seller; (x) “**Parties**” refers to the Buyer and the Seller (otherwise, “**Party**” refers, depending on the case, to the Buyer or the Seller); (xi) “**Warranty Period**” refers to the period of 24 (twenty-four) months from the delivery of the Goods; (xii) “**Good Working Condition Warranty Period**” shall have the meaning assigned in Article 6.9 of these CGA; (xiii) “**Results**” refers to any knowledge, know-how, design, technical data, or any information, patentable or non-patentable invention, and/or work of intellectual property, whether registrable or not, developed, conceived, and/or created by the Buyer; (xiv) “**Technical Specifications**” refers to any type of technical, functional, or quality specifications related to the Goods, including, for example, drawings, models, samples, prototypes, films, photographs, communicated by the Seller to the Buyer from time to time or published by the Seller; (xv) “**Buyer’s Technical Specifications**” refers to the functional and performance specifications of the Goods required by the Buyer; (xvi) “**Seller**” refers to any company, business, or entity of any kind that sells Goods to the Buyer; (xvii) “**3TG Minerals**” refers to tin, tantalum, tungsten, and gold and their derivatives; (xviii) “**Conflict Minerals**” refers to minerals extracted, refined, or traded under conditions of armed conflict and human rights abuses, particularly, but not limited to, the Democratic Republic of the Congo and other countries in the same African region, as well as in any “high-risk and conflict-affected area” (as defined in the OCSE (Organisation for Economic Co-operation and Development) document titled “Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas”). The aforementioned 3TG Minerals are to be understood as Conflict Minerals, regardless of where they are extracted, processed, or sold.

3. Purchase Orders

3.1 The Buyer shall issue Purchase Orders in writing, which shall contain at least the following elements:

- (i) Goods covered by the individual Purchase Order;
- (ii) quantity, characteristics, and delivery terms of the Goods;
- (iii) prices, methods, and terms of payment;
- (iv) any special purchase conditions, including those that derogate from these General Terms and Conditions of Purchase (CGA).

3.2 Purchase Orders shall become binding for the Parties once accepted by the Seller through sending the Order Confirmation within the acceptance period indicated by the Buyer in the Purchase Order or, in the absence thereof (without prejudice to any written comments, changes, and/or counterproposals to the Purchase Order by the Seller), within 5 (five) days from the issuance of the Purchase Order. The Buyer may, in any case, revoke a Purchase Order at any time before the Seller has communicated the Order Confirmation (i.e., before the Purchase Order becomes binding upon tacit acceptance within the aforementioned terms). In case of discrepancies between the Purchase Order and the Order Confirmation, the former shall prevail unless the Buyer expressly accepts in writing the differing provisions contained in the Order Confirmation.

3.3 If a Purchase Order is issued following a Seller’s Offer, the Purchase Order shall become immediately binding on the Parties without requiring further approval, provided that the Purchase Order expressly references the Offer. In case of any inconsistency between the Offer and the Purchase Order, the latter shall prevail unless the Seller submits a written objection to the Buyer within *five* (5) days of receiving the Purchase Order. In the event of such an objection, the Buyer shall have the right to revoke the issued Purchase Order and shall not be obligated in any way to purchase the Goods specified in the Offer.

3.4 For the purposes of these General Terms and Conditions of Purchase (CGA), communications exchanged between the Parties by letter, fax, email (including certified email), or any other form of commercial correspondence mutually accepted by the Parties shall be considered in writing.

3.5 The Contracts will be governed by the provisions of these CGA, the Purchase Orders, and any documents referenced in the Purchase Orders. In case of conflict or discrepancy between the Purchase Orders, these CGA, and other contractual documents, the content of the Purchase Order shall prevail over the content of these CGA, and the content of the CGA shall prevail over any other contractual document. In the event that the Contract concerns not only the sale of Goods but also the provision of a service, the Contract shall be governed by these CGA with respect to the aspects concerning the sale and by the General Conditions for the Provision of Services (GCPS) with respect to the aspects concerning the provision of one or more services.

3.6 Contracts and related receivables claimed by the Seller against the Buyer may not be assigned by the Seller to third parties without the prior written consent of the Buyer. The Buyer shall have the right to assign each Contract to third parties, with the Seller having already provided its consent for this purpose by accepting these CGA.

4. Delivery Terms

4.1 The Goods must be delivered in compliance with the delivery term indicated in the respective Purchase Order. If the Purchase Order does not specify a specific delivery term, the delivery shall be made “Delivered Duty Paid” (DDP – INCOTERMS 2020) to the Buyer’s facility indicated in the respective Purchase Order.

4.2 The Seller acknowledges that the delivery terms indicated in the Purchase Order are to be considered essential. The Seller must deliver the Goods in the number and quantities specified in the Purchase Order and is not authorized to ship the Goods, or components thereof, in advance and/or in part, nor to issue separate invoices. In the event of a delay in the delivery of any Goods or in the case of partial shipments, the Buyer, without prejudice to any other remedies provided by law and these CGA, reserves the right not to accept the delivery.

4.3 In the event of a delay in the delivery of any single Good or in the case of partial delivery, the Buyer shall have the right to request the Seller to pay, as a penalty, a progressive amount calculated as a percentage of the total price of the Goods, as stated in the Purchase Order, equal to:

- (i) 2% (*two percent*) of the total price of the Goods for the first and second week of delay in the delivery of the Goods;
- (ii) 3% (*three percent*) of the total price of the Goods for the third and fourth week of delay in the delivery of the Goods;
- (iii) 4% (*four percent*) of the total price of the Goods for the fifth week of delay in the delivery of the Goods; and
- (iv) 6% (*six percent*) of the total price of the Goods for the subsequent weeks.

In no case, regardless of the accumulated delay, shall the total amount due as a penalty by the Seller to the Buyer exceed 30% (thirty percent) of the total price of the Goods, as stated in the Purchase Order.

The amount of the aforementioned penalty must be paid by the Seller to the Buyer within 7 (*seven*) days from receipt of the written request from the Buyer, without any exception being raised pursuant to and for the effects of Article 1462 of the Civil Code, or it may be offset by the Buyer, at their sole discretion, against amounts due to the same Seller for Contracts already

concluded or to be concluded in the future. In any case, if the delay in the full delivery of the Goods exceeds 30 (thirty) days, the Buyer will have the right to terminate the respective Contract with immediate effect.

4.4 In all cases where the Buyer does not accept the delivery of the Goods within the limits provided for in these General Conditions of Purchase (CGA) or by law, the Goods will be rejected, and the related risks, charges, and expenses will remain solely the responsibility of the Seller. Any expenses incurred by the Buyer for the return of the Goods will be charged to the Seller. If the Purchase Order provides for split deliveries, it is understood that the Seller's obligation will only be considered fulfilled upon the complete execution of the Purchase Order.

4.5 The delivery of the Goods to the Buyer's personnel does not imply acceptance of the same, which will only occur after a positive verification of the conformity of the delivered Goods with the Purchase Order and the absence of defects or flaws. The Buyer shall have the right to notify the Seller, even after delivery and regardless of any payment of the related invoices, of the non-conformity of the delivered Goods or the presence of defects or flaws with respect to the Purchase Order, as provided for in Article 6 below.

4.6 If the Contract provides that the Goods must be installed, assembled, or otherwise put into operation as an additional service to their supply, the delivery shall be considered completed only upon the successful completion of the installation, assembly, or commissioning..

4.7 Ownership and risk of loss or damage to the Goods shall pass to the Buyer upon receipt of delivery at the final destination.

5. Price and Payment

5.1 The price for the Goods under each Contract shall be the amount indicated in the Purchase Orders. This price shall be considered fixed and unchangeable and is not subject to increases of any kind.

5.2 The price stated in the Purchase Order shall be deemed all-inclusive of any expenses, costs, and taxes related to the production, sale, transport, and delivery of the Goods covered by the Purchase Order. Additional costs and expenses may be charged to the Buyer only if previously authorized in writing.

5.3 The terms and methods of payment shall be indicated in the Purchase Orders or established in separate written agreements between the Parties. In the absence of such agreements, payment shall be made via bank transfer within sixty (60) days from the end of the month in which the invoice was received. The Buyer shall have the right to withhold amounts due to the Seller if the Goods are delivered late, partially, or are not in compliance with Articles 6.1, 6.2, and 6.5 below. Any amount paid by the Buyer in advance of the agreed price balance shall be considered an advance payment and not a deposit, unless otherwise specified in the Purchase Order.

5.4 Under no circumstances shall the Seller have grounds to complain about delayed payments if such delays are due to the lack of, incorrect, or late communication of its bank details, invoices, or documentation required by the Buyer to process the payment.

5.5 In the event of a delay in payments due from the Buyer, conventional late payment interest shall accrue on the due amount from the due date until full settlement, at an annual rate of 2% (two percent) without compounding.

6. Quality of Goods and Warranty

6.1 The Seller shall supply Goods in the quantities and qualities specified in the Purchase Order. The Goods must comply with the Buyer's Technical Specifications and, where these are not provided, with the Technical Specifications approved by the Buyer or expressly referred to in the Purchase Order. In the absence of any such indications from the Buyer, the Goods must conform to the latest Technical Specifications sent to the Buyer or advertised by the Seller prior to the submission of the Purchase Order. In the case of sales based on samples, the provisions of Article 1522, paragraph 1, of the Italian Civil Code shall apply, with the express exclusion of paragraph 2 of the same article.

6.2 The Goods must also be suitable for the specific agreed use or, in the absence of such agreement, for the ordinary use expected for goods of the same nature and type covered by the Contract. Furthermore, even if not expressly provided in the Technical Specifications, the Goods must comply with the laws in force in Italy applicable to the Goods, including, but not limited to, regulations concerning hygiene, safety, and the environment. The Goods must be accompanied by all documents and certifications required by the aforementioned laws. The Seller undertakes to promptly inform the Buyer, and in any case within no more than 24 hours from the moment the Seller becomes aware, of any sanctions imposed by any Italian or foreign authority directly or indirectly related to the ordered Goods or even those already purchased. The Seller also undertakes to promptly notify the Buyer of any circumstances related to the production and manufacture of the Goods that could affect their use or resale, even if the Goods have already been delivered or are in the process of being delivered.

6.3 The Seller may not modify or fail to apply the Buyer's Technical Specifications without the prior written consent of the Buyer.

The Seller must notify the Buyer of any non-conformity of the Buyer's Technical Specifications with the laws in force in Italy applicable to the Goods, as well as any inconsistencies or inefficiencies in the Buyer's Technical

Specifications that would make modifications advisable. In the absence of prompt notification of the above, the Seller shall be responsible for any non-compliance of the Goods with the laws in force in Italy and for any inefficiencies, even if arising from the use of the Buyer's Technical Specifications.

6.4 The Buyer, once a Contract has been concluded, shall have the right, at its sole discretion, to inspect the Seller's facilities and to inspect and test the Goods before their delivery. If, as a result of such inspections and tests, the Buyer deems that the Goods do not comply with the provisions of paragraphs 6.1 and 6.2 above and paragraph 6.5 below, the Seller shall take all necessary and appropriate measures to ensure the Goods' compliance and to eliminate any defects. The performance of the aforementioned inspections and tests shall in no case constitute even partial approval or acceptance of the Goods by the Buyer and shall not in any way limit the Seller's responsibility with respect to the obligation to provide Goods that comply with the provisions of paragraphs 6.1, 6.2, and 6.5, nor shall it limit the warranty obligations undertaken by the Seller regarding proper functioning.

6.5 The Seller warrants that the Goods will be sold and delivered free from any encumbrances, burdens, liens, or security interests of any kind. By way of derogation from Articles 1480 and 1484 of the Italian Civil Code, the Buyer shall always have the right to request the termination of the Contract in the event of partial eviction or sale of Goods partially belonging to others.

6.6 If, during the Warranty Period, the Product is found to be defective, incomplete, and/or non-compliant in accordance with the provisions of paragraphs 6.1, 6.2, and 6.5, the Buyer shall promptly notify the Seller, in any case within 30 (thirty) days from the discovery, and the Seller – subject to the provisions of paragraph 6.8 below – undertakes to remedy such defect, incompleteness, or non-compliance, at its own expense, by replacing or repairing the Goods at its discretion, within a reasonable period, considering the complexity of the issue and the nature of the defect identified.

6.7 In any case, the Seller shall indemnify and hold the Buyer harmless from any costs, charges, or expenses incurred by the Buyer due to the violation of any of the warranties set forth above.

6.8 In the event that the Seller has not definitively remedied the defect, incompleteness, or non-compliance of the Goods (by replacing or repairing them at its discretion) within 60 (sixty) days from the notification referred to in the previous paragraph 6.6, the Buyer shall have the right to terminate the relevant Contract by sending written communication to the Seller pursuant to paragraph 3.4 above, without prejudice to any further right to claim damages.

In the event the Company exercises its right to terminate the Contract, the Seller shall be required (i) to promptly collect the Goods from the Buyer's premises, bearing all related costs and expenses, and (ii) to refund the Buyer any purchase price paid for the Product. 6.9 Unless otherwise provided by the Purchase Order, the Seller guarantees the proper functioning of the Goods, the quality of the materials and the manufacturing and assembly processes, as well as the suitability of the Goods for use in accordance with the agreed technical specifications and as stated in the previous paragraphs 6.1, 6.2, and 6.5, for a minimum period of 36 (thirty-six) months from the time of delivery (the "Warranty Period for Proper Functioning"). If, during the Warranty Period for Proper Functioning, the Goods do not conform to what is guaranteed by the Seller under this article 6, or if they are affected by any defects of any kind, the Buyer must report the defect or non-conformity within 30 (thirty) days from discovery. In this case, the Buyer will have the right, at its sole discretion, to: (i) obtain, at the Seller's expense, the replacement of the defective or non-conforming Goods or components; (ii) obtain, at the Seller's expense, the repair of the defective or non-conforming Goods or components; (iii) obtain a reduction in the price of the defective or non-conforming Goods; (iv) arrange, if the Seller does not perform the replacement or repair of the Goods or refund the price within the period set by the Buyer, directly or through third parties, the replacement or repair of the Goods, charging the related expenses to the defaulting Seller without the need for further notice; (v) terminate the relevant Contract. In any case, without prejudice to the right to claim for damages arising from and lost profits due to the defect and/or non-conformity of the sold Goods.

6.10 The Seller acknowledges that all checks concerning the existence of defects and/or non-conformities of the Goods must be carried out at the location where the Goods are at the time of the report of the defect or non-conformity, in full contradiction between the Seller and the Buyer, and with all costs fully borne by the Seller. If the Seller does not carry out these checks within 15 (fifteen) days of the report of the defect or non-conformity, or if the Seller does not allow the Buyer to participate in the contradiction, the defect or non-conformity will be implicitly and definitively acknowledged by the Seller.

6.11 For Goods or components that are repaired or replaced under this warranty, a new warranty will commence for an additional 12 (twelve) months from the date of repair or replacement.

6.12 The Seller acknowledges and agrees that the warranty provided in this article 6, including all rights arising from it, may be transferred by the Buyer to third parties in the event of resale of the Goods. The Seller also

acknowledges that the Goods purchased by the Buyer may be processed and combined or assembled with other goods to create a different final product. Therefore, the Seller accepts that the processing of the Goods and their combination, fusion, and assembly with other goods does not result in the expiration of the warranty for the Buyer.

7. Termination, Suspension, and Withdrawal by the Buyer

7.1 If the Seller fails to fulfill the obligations undertaken under a Contract, without prejudice to other rights granted by the Law or these General Terms and Conditions, the Buyer, unless the Seller remedies the breach within 15 (fifteen) days from the receipt of a written notice from the Buyer, may terminate the relevant Contract and suspend the performance of its obligations under all other Contracts concluded with the Seller, or – at its discretion – withdraw immediately and without notice from all other Contracts already concluded with the Seller, without incurring any liability for damages towards the Seller.

7.2 If the Buyer has reasonable doubts regarding the Seller's ability to fulfill its obligations under a Contract and the Seller does not provide the Buyer with adequate assurance regarding its performance before the scheduled delivery date, and in any case, within 30 (thirty) days from the Buyer's request for such assurance, the Buyer may withdraw immediately and without notice from the Contract, without incurring any liability for damages towards the Seller.

7.3 If the Seller's financial condition is such that it puts the achievement of the Buyer's performance at evident risk, the Buyer may suspend the performance of its obligations unless adequate assurance has been provided by the Seller. In any case, if the Seller becomes insolvent or is unable to pay its debts when due or if the Seller assigns its assets to creditors instead of fulfilling its obligations, the Buyer may withdraw immediately and without notice from any Contract concluded with the Seller, without incurring any liability for damages towards the Seller.

7.4 In any case where the Buyer exercises its right of withdrawal under this article 7, the Seller will be obligated to return to the Buyer any sums already received as an advance on the price of the Goods under the relevant Contract, along with interest at the rate provided in the previous article 5.5.

8. Confidentiality

8.1 The Seller acknowledges and recognizes that the Buyer is the sole and exclusive owner of the Confidential Information and holds all intellectual and industrial property rights related to the Results.

8.2 The Seller undertakes to:

- (a) keep the Confidential Information secret and not disclose it to any third party;
- (b) take all reasonable and appropriate measures to prevent unauthorized disclosure and use of the Confidential Information;
- (c) use the Confidential Information only as necessary for the execution of the Contracts;
- (d) not reproduce or copy the Confidential Information except as expressly authorized by the Buyer;
- (e) not patent or register as a trademark, design, or model any information or data contained in the Confidential Information;
- (f) limit the dissemination of the Confidential Information within its organization to those employees whose duties justify the need to know such Confidential Information.

8.3 Neither the content of these General Terms and Conditions nor the disclosure of Confidential Information will constitute a transfer or license to the Seller of rights on patents, patent applications, or any other intellectual or industrial property rights over the information, data, and Results included in the Confidential Information.

9. Intellectual Property

The Seller declares and warrants:

- (a) that the Goods, their components, accessories, and any necessary software for their control and use do not infringe upon patents, trademarks, designs, copyrights, or any other intellectual and industrial property rights of third parties;
- (b) that it is fully authorized to transfer to the Buyer the full right to use, incorporate, and commercialize the Goods, their components, accessories, and any necessary software for their control and use.

10. Origin and Compliance of Goods, Hazardous Materials

10.1 The Seller undertakes to provide the Buyer, whenever requested, with a certificate containing a declaration of origin for the Goods, in accordance with applicable community or national regulations, as well as to communicate any changes.

10.2 The Seller undertakes to clearly and in writing inform the Buyer of any potential hazard related to the ordered goods, to prevent any incidents or damage to persons or property.

10.3 In case of non-compliance, the Seller is solely and directly responsible for any damage to property or persons.

10.4 The Seller undertakes to comply with all regulations regarding substances regulated and/or banned in the European Union.

11. Processing of Personal Data

11.1 Both the Buyer and the Seller undertake to collect and process personal data that they may become aware of in accordance with EU Regulation 2016/679, for purposes related to the execution of this contract and for the fulfillment of any legal obligations, including tax or accounting obligations. Further information on the protection of personal data processed by the Buyer is provided in the privacy notice given to the Seller, which is also available on the Buyer's official website (www.icc.it), under the "Privacy" section.

11.2 Each Party shall promptly provide the other Party with reasonable cooperation, information, and assistance as necessary to allow the other Party to comply with the obligations set forth by the applicable data protection regulations.

12. Compliance

12.1 The Seller:

- (i) is responsible for obtaining, paying for, and maintaining all licenses, authorizations, permits, and approvals from any authority that may be or become necessary in connection with the operation of its business;
- (ii) must comply with all laws and regulations in force in all countries where it operates, as well as with international standards;
- (iii) guarantees that all goods supplied under these terms are not subject to restrictions or prohibitions under European Union regulations related to sanctions against the Russian Federation, including but not limited to Regulations (EU) No. 833/2014 and No. 269/2014 and their amendments, and comply with all applicable laws and regulations, as defined by national and international legal frameworks.

12.2 The Buyer is a company that operates in accordance with its own Ethical Code and, in compliance with the best principles of *Corporate Governance and Compliance*, has adopted a Model 231.

The Buyer intends to collaborate and engage in commercial relationships solely with sellers and suppliers whose conduct is inspired by principles similar to those established in its own 'Ethical Code'. Due to the importance that business ethics, social responsibility, and compliance with regulations hold for the Buyer, the Seller, in the performance of its Activities, agrees to adhere to the principles set forth in the Ethical Code available on the Buyer's website, and in general to the values of transparency, fairness, and loyalty. Specifically, the Seller must refrain from engaging in any action that could result in a violation of any law, including foreign laws, related to public or private anti-corruption, competition, environmental law, labor law, human rights, and workplace safety. The Seller must also implement an appropriate control system to prevent such violations.

Without prejudice to and in addition to the provisions of the previous article 7, in the event of a violation of the above or of the breach of the Code of Ethics and the Model 231, as well as the commission, even in the form of an attempt, of the crimes provided for by Legislative Decree 231 by the Seller and/or its employees and/or collaborators, the Buyer shall have the right to immediately terminate the present General Terms and Conditions (GTA), pursuant to and for the effects of Article 1456 of the Civil Code, by means of a simple written communication to be sent by registered mail with acknowledgment of receipt to the Seller's registered office (or by PEC), with prior notification by email, without prejudice to any claims for compensation for damages suffered and to be suffered.

13. Minerals from Conflict Zones

[Applicable Clause in the case of the supply of Goods fully or partially applied to items sold by the Buyer and that permanently modify at least part of the products sold by the Buyer]

The Seller declares and guarantees that the Goods supplied or to be supplied to the Buyer under the Contract and/or Orders do not and will not contain any 3TG minerals or minerals from Conflict Zones for the entire duration of the supply. If at least one of these minerals is present in at least one of the products supplied to the Buyer, the Seller must provide an updated version of the "CMRT Conflict Minerals Reporting Template," available on the Conflict Minerals Reporting Template (responsiblemineralsinitiative.org) website. In the event that the products supplied to the Seller contain the materials listed in the report, the Buyer must provide an updated version of the "EMRT: Extended Minerals Reporting Template," available at the Extended Minerals Reporting Template (responsiblemineralsinitiative.org)

The Seller agrees:

- (i) to provide the Buyer with a comprehensive description of the procedures and tools that have been implemented to ensure that the Goods and the parts involved in the supply of the various components of the Goods do not contain Minerals from Conflict Zones;
- (ii) to maintain an active due diligence program to identify and trace all Conflict Minerals in its supply chain, based on the procedures and tools of the Organization for Economic Cooperation and Development (OCSE) and the Responsible Minerals Initiative (RMI);
- (iii) to provide 3TG Minerals, from smelters that are classified as "Conformant" (as described in

<https://www.responsiblemineralsinitiative.org/responsibleminerals-assurance-process/>;

<https://www.responsiblemineralsinitiative.org/smeltersrefiners->

lists/);

(iv) to complete, for each type of Goods supplied under the Contract or Orders, the most recent revision of the "Conflict Minerals Reporting Template" (CMRT) and the "Extended Minerals Reporting Template" (EMRT), downloadable from

<https://www.responsiblemineralsinitiative.org/reportingtemplates/emrt/>,

and to send the same via certified email (PEC) to the Buyer at the following address: acquisti_icc@pec.it.

In case of any violation by the Seller of any of the obligations under this Article 13, the Buyer may immediately suspend the execution of the Contract and/or Order, without prejudice to its right to terminate the Contract(s) and/or Order(s) under Article 7 and exercise any remedies available by law.

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions (CGA) and the Contracts are governed by Italian law.

14.2 Any dispute arising between the Parties in relation to these CGA and each Contract, which cannot be resolved amicably, will be submitted to the exclusive jurisdiction of the court of Bergamo.

14.3 Except as provided under Article 10.2 above, the Buyer shall nonetheless have the right, at its discretion, to submit the dispute to the jurisdiction and competent court based on the location of the Seller's registered office.

15. Final Provisions

15.1 Any tolerance of behaviors that violate the provisions contained in these CGA does not constitute a waiver of the rights arising from the violated provisions nor a waiver of the right to demand the exact fulfillment of all terms and conditions set forth here.

15.2 If individual provisions of these CGA are or become invalid, the validity of the remaining provisions shall remain unchanged.

Acceptance of these General Terms and Conditions

Signature for acceptance: _____

Pursuant to and for the purposes Articles 1341 and 1342 of the Italian Civil Code, I declare my specific approval of the clauses referred to in Articles 3.2, 3.3, 3.6, 4.3, 5.5, 6.1, 6.5, 6.6, 6.8, 6.9, 7.1, 7.2, 7.3, 10, 12, 13, 14.2, 14.3.

Signature for specific acceptance: _____