

ITALIAN CABLE COMPANY S.p.A. – GENERAL PURCHASING TERMS AND CONDITIONS

1. General provisions

These General Purchasing Terms and Conditions (“GPTC”) shall apply to all sales of goods made by the Seller, as defined below, to Italian Cable Company S.p.A. (hereinafter also the “Buyer”). The Seller declares that it is familiar with these GPTC; in any event, the Seller’s performance of the sale (as well as the sending of the Order Confirmation) shall be deemed the Seller’s implicit and unconditional acceptance of these GPTC and of any specific conditions set out in the Purchase Order.

These GPTC therefore exclude the application of any general or special terms and conditions of sale of the Seller, which shall not be valid unless expressly accepted in writing by the Buyer. Any amendment, addition or waiver of these GPTC shall be valid only if specifically accepted in writing by Italian Cable Company S.p.A. In particular, these GPTC shall govern all Purchase Orders, as defined below, issued by the Buyer and all sale and purchase contracts entered into between the Buyer and the Seller.

2. Definitions

For the purposes of these GPTC, capitalised terms shall have the meanings set out below; the same meanings shall apply in both the singular and plural:

- (i) “Buyer” means Italian Cable Company S.p.A., with registered office at Via Francesca 8, Bolgare (BG), Italy, VAT No. 02325450167;
- (ii) “Goods” means tangible or intangible goods sold by the Seller to the Buyer under each Contract;
- (iii) “General Service Terms” means the general terms and conditions for the provision of services prepared by Italian Cable Company S.p.A. to uniformly govern services provided to it by third parties;
- (iv) “Code of Ethics” means the code of ethics adopted by the Buyer;
- (v) “Order Confirmation” means the document or other written communication sent by the Seller to the Buyer confirming acceptance of a Purchase Order;
- (vi) “Contracts” means each sale and purchase contract entered into from time to time between the Buyer and the Seller in accordance with Articles 3.2 and 3.3 of these GPTC, concerning the sale and purchase of one or more Goods, as well as any sale and purchase contract concluded by conduct;
- (vii) “Legislative Decree 231/2001” means Legislative Decree No. 231 of 8 June 2001 concerning the administrative liability of legal entities, as subsequently amended and supplemented;
- (viii) “Confidential Information” means, collectively: (a) the Buyer’s Technical Specifications; (b) any other commercial or other information relating to the Buyer, its materials, products, processes, services and activities, provided in any form by or on behalf of the Buyer to the Seller and/or learned by the Seller in connection with the performance of the Contracts; (c) the Results; and (d) any note, study or other document prepared by the Supplier that contains or reflects the Technical Specifications, the information referred to in point (b) and the Results;
- (ix) “Law” means any law, legislative decree, decree-law, governmental or ministerial regulation, directly applicable EU regulation or directive, regional legislation or other legal source, as well as any measure, order or decision of any administrative authority;
- (x) “231 Model” means the organisation, management and control model adopted by the Buyer pursuant to Legislative Decree 231/2001;
- (xi) “Offer” means any proposal for the sale of Goods submitted by the Seller to the Buyer;
- (xii) “Purchase Order” means an order for the purchase of Goods submitted by the Buyer to the Seller;
- (xiii) “Parties” means the Buyer and the Seller; “Party” means either of them, as applicable;
- (xiv) “Warranty Period” means the period of 24 (twenty-four) months from delivery of the Goods;
- (xv) “Operating Warranty Period” has the meaning assigned to it in Article 6.9 of these GPTC;
- (xvi) “Results” means any knowledge, know-how, drawing, technical data or other information, patentable or non-patentable invention and/or work of authorship, whether registrable or not, developed, conceived and/or created by the Buyer;
- (xvii) “3TG Minerals” means tin, tantalum, tungsten and gold and their derivatives;
- (xviii) “Conflict-Affected Minerals” means minerals extracted, refined or traded in conditions involving armed conflict and human rights abuses, particularly, but not exclusively, in the Democratic Republic of the Congo and other countries in the same region of Africa, as well as in any “conflict-affected and high-risk area” as defined in the OECD document entitled “Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas”. The above-mentioned 3TG Minerals shall be deemed Conflict-Affected Minerals regardless of where they are extracted, processed or sold.

3. Purchase Orders

3.1 The Buyer shall issue Purchase Orders in writing, specifying at least: (i) the Goods covered by each Purchase Order; (ii) the quantity, characteristics

and delivery terms of the Goods; (iii) prices and payment methods and terms; and (iv) any special purchasing conditions, including any derogations from these GPTC.

3.2 Purchase Orders shall become binding on the Parties once accepted by the Seller by sending an Order Confirmation within the acceptance period specified by the Buyer in the Purchase Order or, if no period is specified (subject to any written comments, amendments and/or counterproposals submitted by the Seller), within 5 (five) days of its issue. In any event, if no express acceptance is provided by means of an Order Confirmation, the Purchase Order shall be deemed accepted by the Seller by silence upon expiry of the aforementioned 5 (five)-day period. The Buyer may revoke a Purchase Order at any time before the Seller has sent the Order Confirmation (or before the Purchase Order becomes binding following tacit acceptance as described above). In the event of any discrepancy between the Purchase Order and the Order Confirmation, the Purchase Order shall prevail unless the Buyer expressly accepts in writing the conflicting provisions contained in the Order Confirmation.

3.3 Where a Purchase Order is issued following submission of an Offer by the Seller, it shall immediately become binding on the Parties without requiring further approval by the Seller, provided that the Purchase Order expressly refers to that Offer. In the event of any discrepancy between the Offer and the Purchase Order, the latter shall prevail unless the Seller sends the Buyer a written objection within 5 (five) days of receipt of the Purchase Order. In the event of an objection, the Buyer may revoke the Purchase Order and shall not be obliged in any way to purchase the Goods listed in the Offer.

3.4 For the purposes of these GPTC, communications exchanged between the Parties by letter, fax, email (including certified email) or any other form of commercial correspondence accepted by both Parties shall be deemed to be in writing.

3.5 The Contracts shall be supplemented by these GPTC, the Purchase Orders and any documents referred to in the Purchase Orders. In the event of conflict or discrepancy between the Purchase Orders, these GPTC and other contractual documents, the Purchase Order shall prevail over these GPTC, and these GPTC shall prevail over any other contractual document, unless otherwise provided in the Contract negotiated by the Parties. Where a Contract concerns both the sale of Goods and the provision of a service, these GPTC shall govern the sale-related aspects and the General Service Terms shall govern the service-related aspects.

3.6 The Seller may not assign the Contracts or any related receivables from the Buyer to third parties without the Buyer’s prior written consent. By accepting these GPTC, the Seller already consents to the Buyer’s right to assign each Contract to third parties.

4. Delivery terms

4.1 The Goods shall be delivered in accordance with the delivery term specified in the relevant Purchase Order. If the Purchase Order does not specify a delivery term, delivery shall be DDP (Incoterms 2020) to the Buyer’s facility identified in the relevant Purchase Order.

4.2 The Seller acknowledges that the delivery dates specified in the Purchase Order are essential. The Seller must deliver the Goods in the number and quantities stated in the Purchase Order and is not authorised to ship the Goods, or any components thereof, early and/or in instalments, or to issue separate invoices. In the event of late delivery of any Goods or partial shipments, the Buyer reserves the right to refuse delivery, without prejudice to any other remedy available under Law or these GPTC.

4.3 In the event of delay in delivering even one item of Goods, or in the event of partial delivery, the Buyer shall be entitled to require the Seller to pay a penalty calculated progressively as a percentage of the total price of the Goods stated in the Purchase Order, as follows: (i) 2% for the first and second weeks of delay; (ii) 3% for the third and fourth weeks; (iii) 4% for the fifth week; and (iv) 6% for each subsequent week. In no event shall the total penalty exceed 30% of the total price of the Goods stated in the Purchase Order, regardless of the length of the delay. The Buyer’s right to claim further damages in excess of the penalty is reserved. The penalty shall be paid by the Seller within 7 (seven) days of receipt of the Buyer’s written request, and no objection may be raised pursuant to Article 1462 of the Italian Civil Code; alternatively, at the Buyer’s sole discretion, the penalty may be set off against amounts due to the same Seller under Contracts already concluded or to be concluded subsequently. In any event, if the delay in delivering all the Goods exceeds 30 (thirty) days, the Buyer shall be entitled to terminate the relevant Contract with immediate effect.

4.4 Whenever the Buyer refuses delivery of the Goods in accordance with these GPTC or the Law, the Goods shall be rejected and all related risks, charges and expenses shall be borne exclusively by the Seller. Any expenses incurred by the Buyer for returning Goods shall be charged to the Seller. If the Purchase Order provides for deliveries in instalments, the Seller’s performance shall be deemed complete only upon full execution of the Purchase Order.

4.5 Delivery of the Goods to the Buyer’s personnel shall not constitute acceptance. Acceptance shall occur only after successful verification that the delivered Goods comply with the Purchase Order and are free from defects.

The Buyer may notify the Seller, even after delivery and regardless of payment of the relevant invoices, of any non-conformity or defects in the delivered Goods in accordance with Article 6 below.

4.6 Where the Contract requires the Goods to be installed, assembled or otherwise put into operation as an additional service, delivery shall be deemed completed only when installation, assembly or commissioning has been completed.

4.7 Ownership of the Goods and the risk of loss of or damage to them shall pass to the Buyer when the Goods are received by the Buyer at the final destination.

4.8 The Goods shall be delivered in packaging suitable for transport and storage and capable of ensuring their proper preservation. Unless otherwise agreed, packaging shall not be returnable; where return is provided for, it shall be at the Seller's expense. The Seller also warrants that packaging complies with the applicable regulations, including Regulation (EU) 2025/40 (PPWR). The Seller shall prepare and retain the relevant documentation and certificates evidencing such compliance and shall make them available to the Buyer upon request.

5. Price and payment

5.1 The price of the Goods covered by each Contract shall be the price stated in the relevant Purchase Order. That price shall be fixed and unchangeable and shall not be subject to increases of any kind.

5.2 The price stated in the Purchase Order shall include all expenses, costs and taxes relating to the manufacture, sale, transport and delivery of the Goods covered by that Purchase Order. Additional costs and expenses may be charged to the Buyer only if authorised in writing in advance.

5.3 Payment terms and methods shall be specified in the Purchase Orders or in separate written agreements between the Parties. Failing such provisions, payment shall be made by bank transfer within 60 (sixty) days from the end of the month in which the invoice is received. The Buyer shall be entitled to withhold amounts due as the price if the Goods are delivered late, partially, or do not comply with Articles 6.1, 6.2 and 6.5 below. Any amount paid by the Buyer before the balance of the agreed price shall be deemed an advance payment and not earnest money, unless otherwise provided in the Purchase Order.

5.4 The Seller may not complain of late payment where the delay is attributable to the Seller's failure to communicate, or incorrect or late communication of, its bank details, invoices or documentation required by the Buyer to make payment.

5.5 If the Buyer delays payment of amounts due, conventional default interest shall accrue on the amount due from the due date until actual payment at an annual rate of 2% (two per cent), without compounding.

6. Quality of the Goods and warranty

6.1 The Seller shall supply Goods in the quantities and of the quality specified in the Purchase Order. The Goods shall comply with the Buyer's Technical Specifications and, to the extent not covered by them, with the Technical Specifications approved by the Buyer or expressly referred to by the Buyer in the Purchase Order; if the Buyer has made no such indication, the latest Technical Specifications sent to the Buyer or published by the Seller before the Purchase Order was issued shall apply. In the case of a sale by sample, Article 1522(1) of the Italian Civil Code shall apply, expressly excluding paragraph 2 of that Article.

6.2 The Goods shall also be fit for the specific agreed purpose or, in the absence of such agreement, for the purpose ordinarily expected of goods of the same type. Even if not expressly stated in the Technical Specifications, the Goods shall comply with the laws in force in Italy applicable to them, including, without limitation, health, safety and environmental regulations. The Goods shall be accompanied by all documents and certificates required by such laws. The Seller shall promptly notify the Buyer, and in any event no later than 24 hours after becoming aware, of any sanction imposed by any Italian or foreign authority directly or indirectly concerning the Goods ordered or already purchased. The Seller shall also promptly notify the Buyer of any fact relating to the manufacture or production of the Goods that could adversely affect their use or resale, even if the Goods have already been delivered or are in transit.

6.3 The Seller may not amend or disregard the Buyer's Technical Specifications without the Buyer's prior written consent. The Seller shall notify the Buyer of any non-compliance of the Buyer's Technical Specifications with the laws in force in Italy applicable to the Goods, and of any inconsistency or inadequacy in those specifications that makes an amendment advisable. If the Seller fails to give timely notice, it shall be liable for any non-compliance of the Goods with applicable Italian law and for any inadequacy of the Goods, including where caused by use of the Buyer's Technical Specifications.

6.4 After a Contract has been concluded, the Buyer shall have the right, at its sole discretion, to inspect the Seller's facilities and inspect and test the Goods before delivery. If such inspections or tests indicate that the Goods do not comply with paragraphs 6.1 and 6.2 above or paragraph 6.5 below, the Seller shall take all necessary and appropriate measures to bring the Goods into conformity and remedy any defects. Such inspections and tests shall not

constitute approval or even partial acceptance of the Goods and shall not limit the Seller's liability for supplying Goods that comply with paragraphs 6.1, 6.2 and 6.5 or the Seller's operating-warranty obligations.

6.5 The Seller warrants that the Goods shall be sold and delivered free from any charge, encumbrance, restriction or security interest of any kind. By way of derogation from Articles 1480 and 1484 of the Italian Civil Code, the Buyer may always request termination of the Contract in the event of partial eviction or the sale of Goods that partly belong to another party.

6.6 If, during the Warranty Period, the Goods prove for any reason to be defective, incomplete and/or non-compliant with paragraphs 6.1, 6.2 and 6.5, the Buyer shall notify the Seller promptly and in any event within 30 (thirty) days of discovery. Subject to paragraph 6.8 below, the Seller shall remedy the defect, incompleteness or non-compliance at its own expense by repairing or replacing the Goods, at the Seller's discretion, within a reasonable period taking into account the complexity of the issue and the nature of the defect.

6.7 In all cases, the Seller shall indemnify and hold the Buyer harmless against any cost, charge or expense incurred by the Buyer as a result of a breach of any of the foregoing warranties.

6.8 If the Seller has not definitively remedied the defect, incompleteness or non-compliance (by repair or replacement at its discretion) within 60 (sixty) days of the notice referred to in Article 6.6, the Buyer shall be entitled to terminate the relevant Contract by written notice to the Seller in accordance with Article 3.4, without prejudice to any further right to damages. If the Buyer terminates the Contract, the Seller shall (i) promptly collect the Goods from the Buyer's facility at its own cost and expense and (ii) refund to the Buyer the purchase price of the Goods, if paid.

6.9 Unless the Purchase Order provides otherwise, the Seller warrants the proper functioning of the Goods, the quality of the materials and manufacturing and assembly processes, and the Goods' suitability for use in accordance with the agreed technical specifications and Articles 6.1, 6.2 and 6.5 above, for a minimum period of 36 (thirty-six) months from delivery (the "Operating Warranty Period"). If, during the Operating Warranty Period, the Goods fail to comply with the Seller's warranties under this Article 6 or are affected by defects of any kind, the Buyer shall notify the Seller of the defect or non-compliance within 30 (thirty) days of discovery. The Buyer shall then be entitled, at its sole discretion, to: (i) obtain replacement of the defective or non-compliant Goods or component at the Seller's entire expense; (ii) obtain repair of the defective or non-compliant Goods or component at the Seller's entire expense; (iii) obtain a reduction in the price of the defective or non-compliant Goods; (iv) if the Seller fails within the period set by the Buyer to replace or repair the Goods or refund the price, arrange for replacement or repair itself or through a third party, without further notice, charging the costs to the defaulting Seller; or (v) terminate the relevant Contract. In all cases, the Buyer's right to compensation for direct loss and loss of profit resulting from the defect and/or non-compliance of the Goods sold is reserved.

6.10 All inspections concerning defects and/or non-compliance shall be carried out at the place where the Goods are located when the defect or non-compliance is notified, with both Seller and Buyer given the opportunity to participate and at the Seller's entire expense. If the Seller does not carry out the inspections within 15 (fifteen) days of notification, or does not allow the Buyer to participate, the defect or non-compliance shall be deemed implicitly and definitively acknowledged by the Seller.

6.11 Goods or components repaired or replaced under this warranty shall be covered by a new warranty for a further 12 (twelve) months from the date of repair or replacement.

6.12 The Seller acknowledges and agrees that, if the Goods are resold, the Buyer may assign to third parties the warranty under this Article 6, including all rights arising from it. The Seller also acknowledges that the Goods purchased by the Buyer may be processed and joined or assembled with other goods to create a different final product. The Seller therefore agrees that processing, joining, merging or assembling the Goods with other goods shall not cause the Buyer to lose the benefit of this warranty.

6.13 The Seller shall have a quality management system suitable for its activities and sector. At a minimum, that system shall comply with the requirements of ISO 9001.

7. Termination, suspension and withdrawal by the Buyer

7.1 If the Seller breaches its obligations to the Buyer under a Contract, without prejudice to any other rights under Law or these GPTC, the Buyer may terminate the relevant Contract unless the Seller remedies the breach within 15 (fifteen) days of receiving the Buyer's written notice to remedy. The Buyer may also suspend performance of its obligations under all other Contracts entered into with the Seller or, at its discretion, immediately withdraw from all other Contracts already concluded with the Seller without notice and without liability to pay damages to the Seller.

7.2 If the Buyer has reasonable grounds to doubt whether the Seller will perform its obligations to the Buyer under a Contract, and the Seller fails to provide adequate assurance of performance before the scheduled delivery date and in any event within 30 (thirty) days of the Buyer's request for such

assurance, the Buyer may immediately withdraw from that Contract without notice and without liability to pay damages to the Seller.

7.3 If the Seller's financial circumstances place the Buyer's ability to obtain performance in evident jeopardy, the Buyer may suspend its own performance unless the Seller provides adequate security. In any event, if the Seller becomes insolvent, is unable to pay its debts as they fall due, or transfers its assets to creditors in lieu of performance, the Buyer may immediately withdraw from each Contract concluded with the Seller without notice and without liability to pay damages to the Seller.

7.4 Whenever the Buyer exercises its right of withdrawal under this Article 7, the Seller shall refund to the Buyer all amounts already received as advance payments towards the price of the Goods covered by the relevant Contract, together with interest at the rate specified in Article 5.5 above.

8. Seller's liability

The Supplier shall be liable to the Buyer and any third party and shall indemnify and hold the Buyer harmless against any loss, damage, cost or expense of any kind arising from the Supplier's breach of its obligations under the Order and/or any contractual breach. The Supplier shall also be liable for the consequences of breaches attributable to its employees, managers, directors, agents, subcontractors and/or suppliers or sub-suppliers.

The Supplier undertakes to comply with applicable employment laws and, where work is contracted out, shall provide the Buyer with the documents required by applicable law to demonstrate fulfilment of its salary and social security contribution obligations towards its employees, as further specified in the General Service Terms.

In addition to all insurance required by law, the Seller shall take out third-party and product liability insurance (RCTP) with a reputable insurance company and adequate coverage limits. Such policies shall remain in force throughout the term of the Contract.

9. Confidentiality

9.1 The Seller acknowledges and agrees that the Buyer is the sole owner of the Confidential Information and holds all intellectual and industrial property rights relating to the Results.

9.2 The Seller undertakes to: (a) keep the Confidential Information secret and not disclose it to any third party; (b) take all reasonably necessary and appropriate measures and precautions to prevent disclosure or unauthorised use of the Confidential Information; (c) use the Confidential Information only to the extent necessary to perform the Contracts; (d) not reproduce or copy the Confidential Information except to the extent expressly authorised by the Buyer; (e) not patent or register as a trademark, design or model any information or data contained in the Confidential Information; and (f) restrict access to the Confidential Information within its organisation to employees whose duties make it necessary for them to know it.

9.3 Neither the contents of these GPTC nor any disclosure of Confidential Information shall constitute a transfer or licence to the Seller of any rights in patents, patent applications or any other industrial or intellectual property rights in information, data or Results included in the Confidential Information.

10. Intellectual property

The Seller represents and warrants that: (a) the Goods, their components and accessories, and any software required to control or use them do not infringe any third-party patents, trademarks, designs, copyrights or other intellectual or industrial property rights; and (b) it is fully entitled to transfer to the Buyer the full right to use, incorporate and market the Goods, their components and accessories, and any software required to control or use them.

11. Origin and conformity of the Goods; hazardous materials

11.1 Whenever requested, the Seller shall provide the Buyer with a declaration of the origin of the Goods in accordance with applicable EU or national law and shall notify the Buyer of each change.

11.2 The Seller shall expressly notify the Buyer in writing of any information concerning the potential hazardous nature of the items ordered, in order to prevent accidents and injury or damage to persons or property.

11.3 In the event of non-compliance, the Seller shall be solely and directly liable for any injury or damage to persons or property.

11.4 The Seller undertakes to comply with all requirements relating to substances regulated and/or prohibited in the European Union. In particular, it shall inform the Buyer of any Substances of Very High Concern (SVHCs) in the Products supplied, ensuring compliance with Regulation (EC) No. 1907/2006 (REACH), as amended and supplemented, and with updates to the candidate list published by the competent authorities (<https://echa.europa.eu/it/candidate-list-table>). The Seller also warrants that the Products supplied comply with Directives 2011/65/EU and 2015/863/EU (RoHS), as amended and supplemented. If checks by the Buyer identify prohibited substances in the Products supplied, or substances in concentrations exceeding the limits permitted under RoHS, the Seller shall be responsible for the non-compliance and shall bear all resulting costs and charges, without prejudice to the Buyer's right to claim compensation for all losses suffered.

12. Processing of personal data

12.1 The Buyer and the Seller undertake to collect and process personal data of which they become aware in compliance with EU Regulation 2016/679, for purposes connected with performance of this Contract and fulfilment of all legal obligations, including tax and accounting obligations.

Further information on the protection of personal data processed by the Buyer is available in the privacy notice provided to the Seller and on the Buyer's website (www.icc.it), under "Privacy".

12.2 Each Party shall promptly provide the other Party with reasonable cooperation, information and assistance as may be required from time to time to enable that other Party to comply with applicable data protection laws.

13. Compliance

13.1 The Seller:

(i) is responsible for obtaining, paying for and maintaining all licences, authorisations, permits and approvals from any authority that are or may be necessary in connection with the conduct of its business;

(ii) shall comply with all laws and regulations in force in every country in which it operates and with international regulations;

(iii) warrants that all Goods supplied under these terms are not subject to restrictions or prohibitions under European Union regulations concerning sanctions against the Russian Federation, including, without limitation, Regulations (EU) No. 833/2014 and No. 269/2014, as amended, and that they comply with all applicable laws and regulations under current national and international legislation.

13.2 The Buyer operates in accordance with its own Code of Ethics and, in line with sound Corporate Governance and Compliance principles, has adopted a 231 Model.

The Buyer intends to cooperate and maintain business relationships only with sellers and suppliers whose conduct is guided by principles similar to those set out in its Code of Ethics and Supplier Code of Conduct. Given the importance the Buyer places on business ethics, social responsibility and compliance with laws, the Seller undertakes, in carrying out its activities, to comply with the principles contained in the Code of Ethics and Supplier Code of Conduct available on the Buyer's website (<https://icc.it/documentazione-legale-privacy/>), and with the values of transparency, fairness and integrity generally. In particular, the Seller shall refrain from any action that could violate any law, including foreign laws, concerning public or private anti-corruption, competition, the environment, employment, human rights or occupational health and safety. The Seller shall also adopt an appropriate system of controls to prevent such violations.

In addition to and without prejudice to Article 7 above, in the event of a breach of the foregoing provisions or of the Supplier Code of Conduct, Code of Ethics or 231 Model, or the commission or attempted commission by the Seller and/or its employees and/or collaborators of offences under Legislative Decree 231, the Buyer may terminate these GPTC with immediate effect pursuant to Article 1456 of the Italian Civil Code by written notice sent by registered letter with return receipt to the Seller's registered office (or by certified email), with an advance copy by email, without prejudice in all cases to compensation for losses incurred and future losses.

14. Conflict-affected minerals

[Clause applicable where the Goods supplied are wholly or partly incorporated into items sold by the Buyer and permanently modify at least part of the products sold by the Buyer.]

The Seller represents and warrants that the Goods supplied or to be supplied to the Buyer under the Contract and/or Orders do not and will not, throughout the entire supply period, contain any 3TG Minerals or Conflict-Affected Minerals. If any of these minerals is present in any product supplied to the Buyer, the Seller shall provide an updated "CMRT Conflict Minerals Reporting Template", available from the Responsible Minerals Initiative website (responsiblemineralsinitiative.org).

If the products supplied to the Seller contain the materials listed in the report, the Buyer shall provide an updated "EMRT: Extended Minerals Reporting Template", available from the Responsible Minerals Initiative website (responsiblemineralsinitiative.org).

The Seller undertakes:

(i) to provide the Buyer with a comprehensive description of the procedures and tools implemented to ensure that the Goods and the parties involved in supplying the various components of the Goods do not contain Conflict-Affected Minerals;

(ii) to maintain an active due diligence programme to identify and trace all Conflict-Affected Minerals in its supply chain, based on the procedures and tools of the Organisation for Economic Co-operation and Development (OECD) and the Responsible Minerals Initiative (RMI);

(iii) to supply 3TG Minerals originating from smelters classified as "Conformant", as described at <https://www.responsiblemineralsinitiative.org/responsible-minerals-assurance-process/> and

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

(iv) to complete, for each type of Goods supplied under the Contract or Orders, the latest revision of the Conflict Minerals Reporting Template

(CMRT) and the Extended Minerals Reporting Template (EMRT), available at <https://www.responsiblemineralsinitiative.org/reportingtemplates/emrt/>, and send them to the Buyer by certified email (PEC) at acquisti_icc@pec.it. If the Seller breaches any obligation under this Article 13, the Buyer may immediately suspend performance of the Contract and/or Order, without prejudice to its right to terminate the Contract(s) and/or Order(s) under Article 7 and to exercise any remedy available by law.

15. Cybersecurity

15.1 The Seller undertakes to ensure the security, integrity and confidentiality of its IT systems, networks and information processed in performing the Contract, in accordance with Applicable Laws, including current Italian and European cybersecurity legislation, the provisions of Directive (EU) 2022/2555 ("NIS2"), and relevant international industry standards (e.g. ISO/IEC 27001, ISO/IEC 27002 or equivalent).

15.2 The Seller shall promptly inform the Buyer of any cyber incidents, vulnerabilities or threats that may compromise the security, confidentiality, availability or integrity of the Buyer's Products, Services, systems or data, and shall take all necessary remedial measures at its own expense.

15.3 The Buyer may request evidence of the measures adopted and of their compliance with applicable security requirements.

15.4 The Seller shall also ensure that its subcontractors, sub-suppliers and technology partners adopt equivalent security measures and shall assume responsibility for any failure or breach by those parties.

16. Governing law and jurisdiction

16.1 These GPTC and the Contracts shall be governed by Italian law.

16.2 Any dispute arising between the Parties in relation to these GPTC or any Contract that cannot be settled amicably shall be subject to the exclusive jurisdiction of the courts of Bergamo.

16.3 Without prejudice to Article 10.2 above, the Buyer shall nevertheless have the right, at its discretion, to submit the dispute to the jurisdiction of the competent court for the place where the Seller has its registered office.

17. Final provisions

17.1 Any tolerance of conduct in breach of these GPTC shall not constitute a waiver of the rights arising from the breached provisions or of the right to demand exact performance of all terms and conditions set out herein.

17.2 If any provision of these GPTC is or becomes invalid, the validity of the remaining provisions shall remain unaffected.

I accept these General Terms and Conditions.

Signature of acceptance: _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, I specifically approve the clauses set out 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, 11, 13, 14, 16.2 and 16.3.

Specific acceptance signature: _____