

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES**ART. 1 - APPLICABILITY, CONCLUSION OF THE CONTRACT**

1.1 These General Conditions of Purchase apply to the Contracts with which Elettromar S.p.A. (hereinafter "**Elettromar**") purchases goods and/or services (the "**Supply**") from third parties (the "**Supplier/s**"). All the Clauses of these General Terms and Conditions of Purchase (the "**Conditions**") will apply to the supply agreements unless expressly waived with the written consent of Elettromar.

1.2 The written acceptance of the written request for the supply of goods and/or services (the "**Order**") by the Supplier or the commencement of the execution of the Order by the Supplier will entail the completion of the contract (hereinafter the "**Contract**") and the acceptance of these Conditions.

ART. 2 - OBLIGATIONS OF THE PARTIES

2.1 The Supplier accepts an obligation of result for the proper fulfillment of the Contract. The goods and services supplied must be suitable for use, for the intended purpose and fully compliant with the required specifications, the applicable technical standards and the quality and quantity requirements indicated in the Order.

2.2 The Supplier shall provide Elettromar with all the information on the Supply that Elettromar may request from time to time and shall also promptly inform Elettromar of any existing or potential cause of delay or impossibility in fulfillment.

2.3 Elettromar reserves the right to change the Order with regard to the quality and quantity of the object of the Supply at any time by notifying the Supplier in writing.

2.4 The Supplier must deliver to Elettromar within the terms provided for in the Contract, the documents and information and data proving the fulfillment of any obligation to third parties (employees, tax authorities and insurance companies, treasury) for which there may be joint and several liability for Elettromar. Elettromar therefore reserves the right to suspend the fulfillment of its obligations and withhold as a guarantee any sum due to the Supplier in the presence of irregularities or defaults of the Supplier towards said subjects or even installment payment agreements of the same debts for which there is joint and several liability of Elettromar itself.

2.5 The personnel employed or appointed by the Supplier, will remain under the full responsibility of the Supplier even if, to fulfill the Contract, they must work at a local unit of Elettromar or one of its customers.

ART. 3 - DELIVERY

3.1. The goods covered by the Supplies must be delivered to Elettromar and cleared through customs pursuant to the "DDP Delivered Duty Paid" clause (Incoterms 2020) at the address specified in the Order. The Contract shall be deemed to have been performed when: (i) all Supplies have been delivered and/or executed in accordance with the provisions of the Order and have been accepted by Elettromar; (ii) all the documents established in the Order and/or all the documents and certificates required for the implementation and maintenance of the Supplies in accordance with applicable laws have been received and accepted by Elettromar.

3.2. The Supplies must be delivered or executed within the term or on the date indicated in the Order.

3.3 Deliveries or partial executions or with different terms or on different dates will not be accepted without the prior written consent of Elettromar.

3.4 Confirmation of receipt or execution of the Supply, attested by the delivery note or other documents, does not constitute acceptance of the characteristics, qualities, and performance of the object of the Supply.

3.5 Before the acceptance of the goods, Elettromar is authorized to carry out any verification on the compliance of the goods with the quality and quantity requirements provided in the Order and in the related technical specifications and the Supplier shall provide maximum cooperation to allow such checks.

3.5 The services object or included in the Supply shall be performed by specialized subjects, in a workmanlike manner and according to the methods and terms provided for by the Order, the instructions of Elettromar and with a degree of professional diligence.

ART. 4 - DELIVERY AND EXECUTION PROGRAM. PENALTIES FOR DELAY

4.1 If the Supplier does not comply with the terms and dates of delivery of the goods or execution of the services and Elettromar does not terminate the Contract requesting compensation for damages, the Supplier must pay Elettromar as a penalty, a sum equal to 1% (one percent) of the price, net of taxes, of the Supply not delivered within the terms, for each day of delay up to a maximum of 10% of the price itself for each individual hypothesis of delay. The credit for penalties will be automatically offset with any debt of Elettromar to the supplier even if still uncollectable.

4.2 In any case the right of Elettromar to request greater damage for the Supplier delays than the penalties above provided will remain unaffected.

ART. 5 - PARTIAL OR NON-COMPLIANT DELIVERY OR EXECUTION

5.1. If the Supplier delivers or executes only a part of the goods and services covered by the Order, or if only a part of the delivery complies with the provisions of the Order, Elettromar will have the right to request the application of the penalties provided for in Article 4 above for what is not delivered and / or non-compliant.

5.2. The application of penalties does not affect Elettromar's right to exercise any other remedy due t according to these Conditions or by law, including compensation for greater damage.

ART. 6 - AUDIT

6.1. The Supplier shall allow Elettromar's specialists to carry out checks on the state of execution of the Contract and its progress at the premises of manufacturing or warehouses of the Supplier or its sub-suppliers.

6.2 Elettromar reserves the right to conduct, alone or with the end customer (or their specialists), inspections and checks on the Supplies before shipment and during the manufacturing process and to carry out, at any time, observations on the production process. If the results of such inspections or verifications give Elettromar reasons to believe that the products do not or will not comply with any of the guarantees offered by the Supplier pursuant to Article 11 below, Elettromar will notify the Supplier within seven (7) days of the inspection or verification, and the Supplier shall immediately take (without any cost or expense for Elettromar) all necessary actions to ensure the conformity of the Supplies. Elettromar will therefore have the right to request and attend further tests, verifications and inspections.

ART.7 - PACKAGING AND TRANSPORT

7.1. The Supplier is responsible for packaging the goods supplied and verifying that they are properly assembled, packaged and protected.

7.2. The Supplier shall provide the packing list of the goods supplied for each shipment. The packing list shall contain all the necessary details to identify the packages (order details, type and quantity of the Supplies, name of the carrier, shipping details) as provided in the Order.

7.3 If the Supplies should be damaged during their storage, transport, delivery or in any case before their acceptance, the Supplier undertakes to find and provide, at its care and expense, identical goods for replacing any damaged or lost item, within the terms set out in the delivery plan. Elettromar, without prejudice to the exercise of rights or remedies provided for by law for such a breach, may, at its option, (a) terminate the Order without notice or compensation; (b) reject the delivery of the defective goods; (c) retain part or all of its price.

ART. 8 - PRICES

8.1 The Prices indicated in the Order and accepted are all-inclusive, fixed and invariable, after deduction of discounts, and in any case include (without exception): taxes and duties, storage, packaging, insurance, customs duty and transport paid up to the delivery address for the goods supplied, and any additional charge for security or indemnity or reimbursement for personnel expenses in case of provision of services. The currency of the price indicated in the Order will also be the payment currency. Prices are not subject to any form of revision, for exchange rate risks or for other reasons.

ART. 9 - INVOICING

9.1. The Supplier at the time of delivery of the goods will issue invoice for the prices of the Supplies in three copies, to be sent to Elettromar at the address and references indicated in the Order. The fee for the supplied services shall be invoiced after adversarial verification between Elettromar and the Supplier for assessing their complete execution and the quantification of the same to be conducted in a lump sum or by measure as provided for in the Order.

9.2. Invoices must be accompanied by documentation proving the correct execution of the Order and shall contain:

- 1) All references, number, and date of the Order, and related project;
- 2) A complete description of the goods or services supplied, with any references of the transport documents or the minutes of assessment and approval of the services provided;
- 3) The price of the Supplies, the amount of VAT, any additional taxes, insurance, and customs duty, as well as the total price inclusive of taxes and any applicable discount;
- (4) The date by which payment is to be made pursuant to Article 10 below, and, more generally, all the information that shall be provided in order to comply with the applicable legislation.

9.3. Elettromar reserves the right not to accept invoices that are incorrect in substance and/or form.

ART. 10 - PAYMENT

10.1. Unless the Order explicitly provides for different terms and provided that each term and condition required for the fulfillment of the Contract is respected, the payment of the price resulting from the invoices issued in accordance with Article 9 above, will be made by the end of the month during which will end the term of 90 (ninety) days after the date of the invoice (90 days End Month Invoice Date).

10.2. Elettromar may offset any credit balance against the Supplier with the debts for the consideration of the Contracts by giving written notice to the Supplier.

10.3. The payment by Elettromar of the price established in the Contract for the Supplies performed will not constitute acceptance of them and will not free the Supplier from its liabilities and obligations.

10.4 Payment will be made by bank transfer via Swift to the account indicated in the invoices.

ART. 11 - WARRANTY

11.1. The Supplier warrants that the goods supplied (i) are fully compliant with the indications and descriptions contained in the Order, and with the specifications, projects and related documentation exchanged between the parties; (ii) comply with all the laws, regulations and standards required and / or applicable in Italy or in the country of destination if expressly declared by Elettromar in the Order or in any other communication as well as the best practices in use (including any export regulations); (iii) are free from any defect in design, materials, workmanship, construction or installation; and (iv) are new and suitable for the use that Elettromar intends to make of them. Likewise a full warranty is provided for the results of the Services when they are the object of the Contract, and the Supplier is engaged to perform every service in a workmanlike manner and ensuring that it has the knowledge, experience and instrumental and personal organization of professional level for the provision of the services to be supplied according the Contract.

11.2. The Warranty will have a minimum duration of two years, starting from the date on which the goods will be delivered to Elettromar or the services will be performed and/or accepted by Elettromar in the cases provided for in the following Article 13.

11.3. The Supplier undertakes to promptly replace, at its own expense, any defective part or item of the Supplies. Any replaced party, according to the provisions of the contractual warranty, will be subject to the same warranty clause as in this Article 11. The costs of returning the defective parts to the Supplier will be borne by the Supplier. The Supplier undertakes to supply spare parts and any other parts that may be required during the entire operation of the Supplies. If the Supplier fails to promptly remedy any defect or non-conformity, Elettromar may directly provide for all the necessary works having the right to reimbursement of the related expenses whose credit may be offset against any debt to the Supplier.

11.4. The Warranty period will start for its entire duration from the date on which a defective warranty good is repaired or replaced.

ART. 12 - LIABILITY AND INSURANCE

12.1. The Supplier shall be liable to Elettromar and any third party, and shall indemnify and rely them from any loss, damage, cost and expense of any kind (whether direct, indirect, material, immaterial, physical or economic damages, and whether they are suffered by Elettromar, or even by employees of the Supplier or by any third party), which results from the breach by the Supplier of its obligations under the Contract or any legal provision. The Supplier will be liable for the consequences of its defaults even if attributable to its employees, collaborators, managers, directors, agents, subcontractors and /or suppliers.

12.2. The Supplier shall maintain appropriate insurance coverage for the risks of its business, for civil liability also as an employer and for the liability of the manufacturer for damage to persons or property. The Supplier shall, within seven (7) days of receipt of a written request from Elettromar, (i) appoint and maintain Elettromar as an additional insured in relation to such insurance policies and (ii) provide the Buyer with insurance certificates attesting to its coverage and any data and reference of the policies.

ART. 13 - COMMISSIONING

If the Contract provides that the Supplier (or a third party under the control of the Supplier) will arrange for the assembly and/or commissioning of the Supplies, the parties agree that this activity shall include all the services necessary to put the Supplies in the state of being able to operate correctly in accordance with the provisions and technical specifications of the Order and with the I.F.U. issued by the Supplier and shall also include all the performance and performance tests required by Elettromar or its final customer to put the Supplies into service. The Supply will be considered to have taken place only upon the release by Elettromar or by the technician appointed by the final customer, of the final certificate of acceptance of the goods supplied, and from the date of issue of this certificate, the warranty term will start pursuant to the previous art. 11

ART. 14 - CONFIDENTIALITY

14.1. Any information, document, graphic design or drawing, software, and data of any nature (together the "Information") delivered or made known by any means by Elettromar to the Supplier, during the negotiations and execution of the Contract, must be considered confidential, and as such will remain in the exclusive ownership of Elettromar and must be returned in case of non-stipulation, termination or execution of the Contract. The Supplier may not use the Information for purposes other than the execution of the Contract unless the Supplier has received the prior

written consent of Elettromar. The Supplier shall treat such Information as strictly confidential and may not, either before or during or after the execution of the Contract, disclose or communicate it to any third party or in any case use it directly or indirectly, partially or entirely.

14.2. The information relating to the Supplies, which the Supplier provides to Elettromar, shall not be considered confidential.

ART. 15 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

15.1 - All projects, drawings, designs, prototypes, models, tools or other elements object or potentially object of intellectual and/or industrial property, which are made known by Elettromar to the Supplier to execute the Contract, will remain in the exclusive ownership of Elettromar and must be returned upon termination or complete execution of the Contract.

15.2. It is forbidden to reproduce the aforementioned elements or their use for similar and competing products not intended for Elettromar without the written consent of the latter.

15.3. The Supplier irrevocably assigns to Elettromar all right, title and interest, in any part of the world, on any know-how, industrial secret, idea, technical information, design, model, trademark, formula, process, device, equipment, production technique, software program, code, manual or other works likely to be protected by copyright or patents, which are exclusively or jointly conceived, made, used or learned by the Supplier during of any Supply of goods and / or services to Elettromar.

15.4. The Supplier guarantees that the Supplies do not violate any rights of third parties and that the Supplier has got all the licenses, authorizations and permits necessary to make and deliver the Supplies in accordance with the Order and that the use of the Supplies by Elettromar and its customers does not constitute in any way a violation of the intellectual property rights of any third party.

15.5 The Supplier will defend, indemnify and fully reimburse Elettromar against any claim, loss, damage, cost or other expense incurred by third parties in connection with the Supply or with its use by Elettromar or its customers.

ART.16 - TERMINATION AND WITHDRAWAL

16.1 The Supplier's failure to perform any obligation of the Contract and these Conditions, of violation of laws or in cases of manifest insolvency or initiation of any insolvency proceedings against him, will be the cause of automatic termination of the contract with effect from the date of receipt by the Supplier of Elettromar's communication of the willingness of exercising this right and without the Supplier having entitled to any compensation.

16.2. During the execution of the Contract, Elettromar may unilaterally withdraw from the Contract in whole or in part, without justifying the reasons. In the event of the unjustified withdrawal, the Supplier will be entitled to a calculated compensation equal to the actual costs already incurred by the Supplier in order to fulfill and terminate the Contract in advance and demonstrated by them documentally within 30 days following the notice of withdrawal. The Buyer shall not be liable to the Supplier for any further loss of profit or opportunity.

ART. 17 – SUSPENSION OF THE EXECUTION OF THE CONTRACT

17.1 Elettromar reserves the right to suspend the execution of the Contract at any time. The suspension will be effective from the moment the Supplier receives the written communication from Elettromar. During the period of suspension, any obligation of the Contract will be suspended, except for those concerning confidentiality and intellectual property rights. During the period of suspension, the Supplier will be responsible for the custody of the Supplies not yet delivered to Elettromar. The suspension may not have a duration exceeding 12 months after which the contract will be definitively and automatically terminated unless otherwise agreed in writing between the parties.

ART. 18 - SAFETY, HEALTH AND ENVIRONMENT

18.1. The Supplier guarantees that the Supplies will be produced and lent in compliance with the applicable legislation on health, safety at work and the environment. The Supplier shall respect and comply with all the provisions and requirements of the regulations of the European Union and of each State that the Contract shows as being the destination of the Goods or performance of the Services supplied, with regard to packaging, labeling, transport and storage and the disposal of both hazardous substances and electronic equipment. Hazardous substances shall be marked by the Supplier with the International Hazard Symbol(s) and must bear the name of the substance in English and in the local language of the destination, if necessary. Carriage and other documents shall include the declaration of danger and the name of the substance in English and the local language if necessary. These goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier must obtain and affix the "CE" mark for all goods as required by any law or regulation and provide them with the Declarations of Conformity that are required. Any information known by the Supplier or reasonably available to it in relation to any danger, including potential, in the transport, handling or use of the goods to be supplied by the Supplier or in relation to the provision of services, must be promptly communicated by the Supplier to the Buyer.

18.2. The Supplier is responsible for any damage to the environment or to health and safety at work that are caused by the Supplies, whether or not they comply with current legislation. The Supplier undertakes to compensate Elettromar for any loss, damage, cost or expense related to such damage to the environment or to health and safety at work. The Supplier shall bear all material, intangible and financial consequences arising from any such damage, including the cost of replacing the Supplies.

ART. ART. 19 - ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

19.1 The Supplier may not assign or subcontract the Contract in whole or in part without the prior written consent of Elettromar and without the express written acceptance of the Conditions and any other provision contained in the Order by the (as the case may be) assignee, subcontractor, or subcontractor. The acceptance of the assignment of the Contract by Elettromar does not release the Supplier from its responsibilities and obligations deriving from the Contract itself. In any case, the Supplier will be jointly and severally liable for any non-compliance and non-contractual damage caused by the transferee, subcontractor or subcontractor against Elettromar and third parties.

ART 20 – APPLICABLE LAW, EXCLUSIVE JURISDICTION

20.1 These Clauses and Supply Contracts are governed by Italian law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods.

20.2 Any dispute arising from and consequent to the Supply Contracts will be devolved to the exclusive jurisdiction of the Court of Grosseto (ITALY).

ART.21 - GENERAL PROVISIONS

21.1. If any provision of the Contract or these Terms is held by any court to be invalid, unlawful or ineffective for any cause, that clause shall be excluded, and the remaining provisions shall remain in full force and effect.

21.2 No waiver by any party of any rights arising out of any breach of obligations under the Contract or these Terms shall be deemed to be a waiver of any subsequent breach thereof or other provisions.

21.3 Any communication that is necessary for one party to transmit to the other must be made in writing and must be addressed to the other party at the registered office, the operational headquarters or any other address that in due time has been indicated to the other party as the address at which to carry out the communications.

21.4 The Contract consisting of Order and Acceptance and its attachments constitute the entire agreement of the parties, which prevails over all previous verbal and written agreements between the parties on the same objects.

Stamp and signature of Supplier

21.5 Pursuant to Article 1341 of the Italian Civil Code, the Supplier by affixing a specific signature on the Acceptance specifically approves in writing the clauses of these General Conditions of Purchase referred to in Articles: 4 (Penalties for delay); 7.3 (right of termination without compensation) 11 (Guarantee duration and remedies) 12 (Liability and indemnity) 15 (limits and reservations on intellectual and industrial rights) 16 (Termination and withdrawal) 17 (Suspension of the Contract); 19 (Prohibition of assignment and subcontracting) 20 (Applicable law and exclusive jurisdiction) of these General Conditions of Purchase

Stamp and signature of Supplier
