



**General Terms and Conditions of Purchase of Ferinox S.A.S.U. Italy, Via Calvenzana Inferiore, 11, 23849 Rogeno (Como), Italy [branch of Ferinox S.A.S.U., a French company with registered offices at Site Industriel et Portuaire 69560 Saint Romain en Gal (France)]**

## **1. General**

1.1 These General Terms and Conditions of Purchase ("Terms and Conditions of Purchase") of Ferinox S.A.S.U. Italy, branch of Ferinox S.A.S.U. ("FERINOX") apply exclusively to suppliers which, in respect of the delivery of the goods, are acting in the performance of their commercial or independent professional activities ("Suppliers").

1.2 Our Terms and Conditions of Purchase shall apply exclusively. We do not acknowledge any general terms and conditions of the Supplier which are contrary to or differ from our Terms and Conditions of Purchase unless we have expressly approved their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept or pay for deliveries of goods by the Supplier in the knowledge of terms and conditions of the Supplier which are contrary to or differ from our Terms and Conditions of Purchase. The Supplier's terms and conditions shall not apply, even if we do not separately object to their validity in individual cases, not even in the case of future contracts and not even if the supplier's terms and conditions provide for delivery as unconditional acceptance of these terms and conditions.

1.3 Our Terms and Conditions of Purchase shall also apply to all deliveries by the Supplier to us in the future until our new Terms and Conditions of Purchase apply.

## **2. Conclusion of contracts and amendments of contracts, prices**

2.1 Our quotations, in whatever form they are communicated, are without engagement and not binding. A contract shall only be concluded when the Supplier receives our written order confirmation.

2.2 Our written order confirmations shall be binding on both parties unless the Supplier objects within five calendar days. The Supplier shall not be required to countersign the order confirmation.

2.3 Verbal agreements prior to or upon conclusion of the contract shall only be valid when confirmed in text form by our Purchasing Department.

2.4 The agreed prices are fixed prices and include additional charges of any kind. Unless a specific agreement is concluded, prices are free our warehouse, duty and tax paid (DDP pursuant to ICC Incoterms 2010) including packaging. They do not include VAT or other turnover tax.

2.5 Our purchase orders are based on the Supplier's warranty that the delivery item and delivery items in preparation supplied by the Supplier are pre-registered resp. registered under REACH. We shall have the right to request the Supplier to submit certificates of origin and inspection with respect to the delivery items, especially with respect to the REACH Regulation, free of charge.

## **3. Delivery, passing of risk**

3.1 Deviations from our contracts concluded and purchase orders shall only be admissible with our prior written consent.

3.2 The order date, contact partner and purchase order reference number (purchase order number) must be indicated on all shipping documents (delivery note, consignment notes etc.), all invoices and all correspondence with ourselves.

3.3 Agreed dates and periods are binding. Compliance with a delivery date or delivery period shall be determined by receipt of the goods at our company. If delivery "free works" is not agreed (but e.g. CIP, CPT or DDP pursuant to ICC Incoterms 2010), the Supplier shall make the goods available in due time, taking account of the time for loading and dispatch to be agreed with the freight forwarder. Where a calendar week is agreed as delivery date, the last date shall be Friday of that week. In the absence of an express agreement, the goods shall be delivered to our place of business.

3.4 If agreed delivery dates are not complied with, we will be entitled to terminate the purchase contract for breach by written notice with immediate effect pursuant to Article 1456 of the Civil Code. In any case, we will be entitled to claim payment of the penalties in para. 16 below without prejudice to the right to compensation for further damages. If the Supplier

anticipates difficulties regarding compliance with the delivery date or similar circumstances which could prevent the Supplier from supplying on schedule or supplying in the agreed quality, the Supplier shall notify our Purchasing Department immediately in writing. We are not obliged to accept deliveries before the delivery date/period agreed upon. Any deliveries in advance are subject to our prior written approval.

3.5 Unconditional acceptance of a late delivery or service shall not constitute a waiver of claims for compensation, to which we are entitled due to the late delivery or service. This shall also apply after payment of the remuneration due from us for the delivery or service in question has been made in full.

3.6 We shall only take delivery of the quantities or numbers of items we have ordered. Excess deliveries or short deliveries shall only be admissible if previously agreed with us or if they are reasonable for us.

3.7 Values determined by us during the incoming goods inspection shall be decisive for numbers of items, weights and dimensions unless otherwise proved.

3.8 Goods shall be packed to ensure that transport damages or transport losses are prevented. The use of packaging materials shall be limited to the extent required for that purpose. Only environment-friendly, non-toxic, easily recyclable packaging materials may be used. Reuse systems are to be preferred. The Supplier's obligation to take back packaging is governed by statutory provisions.

3.9 The Supplier shall provide any freight forwarders engaged with shipping documents to be handed over at the place of destination which indicate the quality of the goods supplied, the quantity and number on the order confirmation. Where different types are supplied, a loading list must be enclosed. If one or several of these details are omitted, we shall not assume any liability for any reduction in valuation and billing arising therefrom.

3.10 The combination of different types of goods shall only be permitted on the basis of a specific written agreement. Sorting costs incurred shall be borne by the Supplier.

3.11 The Supplier shall bear the risk of accidental loss (passing of risk), unless otherwise agreed, until acceptance of the goods by ourselves or our representative at the place where the goods are to be delivered according to the order. The Supplier shall insure the goods against any risk of loss and damage for whatever cause during the shipping and transport operations until delivered to us.

## **4. Force majeure**

4.1 Force majeure events, i.e. any unforeseeable, unavoidable events outside our control, including but not limited to natural events, war, epidemics or pandemics, energy and raw material shortages, acts of public authorities, unavailability of supplies or transport facilities, strikes and industrial disputes, shall release us from the obligations to perform for the duration of the disruption and to the extent of its effect. We shall, however, be obliged to the extent reasonable to give the required information immediately and to adapt our obligations to the changed circumstances in good faith.

4.2 We shall be released from the obligation to take delivery of the ordered delivery nor pay the price in whole or in part and shall have the right to rescind the contract in this respect if the delivery/service can no longer be used due to force majeure events. We shall not be liable for any damages in any such cases.

## **5. Notice of dispatch and invoice**

The information in our purchase orders and call-offs for delivery shall apply. One copy of the complete and valid invoice shall be addressed to the respectively printed address, indicating the invoice numbers and other identifiers. It may not be enclosed with the shipments.

## **6. Terms of payment, retention and setoff**

6.1 Unless otherwise specifically agreed, we shall pay invoices within 30 days, as of the due date of the request for payment and receipt of both the invoice and the goods at our company. Payment shall be subject to verification of the invoice.

6.2 Invoices that are not correctly submitted (i.e. accurate, complete, correct and auditable) shall be deemed received by us only when correct. The term of payment for invoices shall begin upon receipt of a complete,



valid, correct and auditable invoice.

6.3 Where a delivery is defective, we shall have the right to withhold a proportionate amount of the payment until proper performance, and/or offset the invoiced amount in whole or in part against any claims we may have towards the Supplier.

### **7. Guarantee, warranty, product liability**

7.1 The Supplier warrants that all goods delivered comply with the agreed specifications and in any case are of good and merchantable quality, free of defects and third parties' rights. Also, the Supplier warrants that all goods comply with the relevant legal provisions and the regulations and guidelines of authorities and trade associations. If deviations from these regulations are necessary in individual cases, the Supplier must obtain our written consent for this. This consent shall not limit the Supplier's liability for defects.

7.2 In the event of defects, we shall be entitled to full legal claims. Pursuant to Article 1512 of the Civil Code, the warranty period for defects is 36 months as of passing of risk. The warranty period for parts of a delivery replaced or repaired within the initial warranty period shall start to run again as of the date on which the Supplier has delivered the replacement part or respectively the repaired part.

7.3 In the event of defective partial deliveries, we shall also have the right, after unsuccessful supplementary performance, to rescind the contract as a whole if interest in the delivery as a whole ceases to exist due to the defective partial delivery (e.g. because the delivery cannot be used as a whole or is it more economical for us to order the goods again as whole) and the defect is more than just negligible.

7.4 Before we make a reduction, the Supplier shall have two working days to examine the defect in quality resp. the deviation in quantity. If the parties fail to agree on the defect in quality resp. deviation in quantity, an independent expert shall be engaged, the costs for this to be borne by the unsuccessful party. If the period for the Supplier to examine the goods supplied expires without proof being provided to the contrary for the defects and/or deviations determined by us or a relevant expert opinion exists, we shall have the right to process the goods, provided the defects in quality allow, and to deduct a price discount customary for the market, without prejudice to any further rights and remedies.

7.5 We shall examine the goods within a reasonable period for any defects in quality or deviations in quantity to the extent that is reasonably and technically possible for us. We shall notify the Supplier of obvious defects in the delivery/service immediately in writing as soon as they are determined according to conditions in the normal course of business but at the latest within 14 calendar days of receipt of the delivery at our company. We shall give notice of hidden defects immediately but at the latest within 30 days of their detection.

7.6 The Supplier shall be obliged to indemnify us against damage claims if they should be asserted against us due to defects in delivery to third parties. In the event of defects of title, the Supplier shall furthermore indemnify us against third-party claims in this respect, including the customary costs of legal defence and our administrative costs.

7.7 If a claim is asserted against us for violation of official safety regulations or by reason of domestic or foreign product liability regulations or laws because of the defectiveness of goods which is attributable to the Supplier's goods, we shall then have the right to request compensation for this damage from the Supplier if this was caused by the goods delivered by the Supplier. The Supplier shall carry out quality assurance which is appropriate in nature and scope and corresponds to state-of-the-art technology and shall provide us with proof of this upon request. The Supplier shall conclude a corresponding quality assurance agreement with us if we deem this necessary. The Supplier shall furthermore insure itself for an adequate amount against all risks arising from product liability including the risk of recall and upon request submit the insurance policy to us for inspection.

### **8. Radioactivity, danger of explosion, hollow bodies**

8.1 The Supplier guarantees that all goods, raw materials or commodities supplied by it are free from substances which have been exposed to radiation, parts suspected of containing explosive material and hollow bodies.

8.2 The Supplier furthermore warrants that all material supplied was checked for radioactivity using measuring devices which conform with

state-of-the-art technology. The Supplier supplies exclusively material where there were no indications, within the scope of the measuring accuracy of the measuring equipment, of ionising radiation above naturally occurring background radiation. The limits of the strictest legal regulations resp. directives (inter alia Directive 96/29 EURATOM) valid in Italy must be complied with.

8.3 If radioactively contaminated material resp. other defects pursuant to para. 8.1 above occur at our company, the Supplier shall be liable for all consequential damages including but not limited to lost profit, contractual penalties and penalties fines imposed by government or other public authorities. The Supplier shall also be liable for consequential damages due to production stoppages and/or plant closure, personal injuries and their consequential costs as well as the costs for disposing of the contaminated material.

### **9. Origin of goods**

9.1 The Supplier shall specify the country of origin of the goods pursuant to the provisions of the applicable customs laws and regulations in commercial documents and shall at our request provide a certificate of origin concerning the origin of the goods.

9.2 The goods shall fulfil the origin requirements of the bilateral or multilateral preferential agreements or the unilateral origin requirements of the Generalised System of Preferences for beneficiary countries (GSP) if the deliveries are made within the scope of such transactions.

### **10. Property rights**

10.1 The Supplier guarantees and warrants that all deliveries are free of third-party property rights and in particular that the delivery and use of the delivery items does not infringe patents, licences or other third-party property rights.

10.2 The Supplier shall indemnify us and our customers against third-party claims from any infringement of property rights and shall also bear all costs incurred by us in this connection.

10.3 We shall have the right, at the Supplier's expense, to obtain approval from the beneficiary to use the delivery items and services in question.

### **11. Liability of the Supplier**

The Supplier shall be liable in an unlimited amount according to legal provisions.

### **12. Liability of the Purchaser**

We shall not be liable for claims, in particular not for claims by the Supplier for damages of whatever type (direct, indirect) or reimbursement of expenses, for whatever legal reason, and/or in the case of breach of duty from the obligation and tort, to the fullest extent permitted by the law within the limits set forth by Article 1229 of the Civil Code.

### **13. Quality and documentation**

13.1 The Supplier shall continuously verify the quality of the delivery item. The Supplier shall notify us of any potential improvements immediately.

13.2 If minimum and/or maximum values of parameters are specified in a purchase order, these values may not be exceeded or fall short of the minimum values in any area of the delivery item or goods. This shall be assured and documented by suitable test and measurement procedures. We shall have the right to request the notification of the results of such verification in writing at any time and without additional costs.

13.3 Product-specific and/or technical documentation, certificates of conformity and other documents, certificates and operating instructions required for the contractual item or its use, at our option in Italian or English, and the marking of the parts and goods and/or their packaging required by law shall form part of the scope of delivery without separate charge.

13.4 The Supplier shall ensure that the delivery items can be traced exactly through batches.

### **14. Ownership**

Ownership rights on goods purchased from the Supplier shall pass on us when goods are delivered to us at the agreed location. It's therefore understood and agreed that we can use and/or resell the delivered goods



without any limitation in the ordinary course of business.

**15. Execution of work**

Persons who carry out work at the business premises in the performance of the contract shall comply with the respective internal rules. Liability for accidents which befall such persons on the business premises shall be excluded unless they were caused by our intentional or grossly negligent breach of duty.

**16. Penalties**

If the Supplier defaults in remedying a defect or making a delivery, we shall have the right to request the Supplier, by way of penalty pursuant to Article 1382 of the Civil Code, to pay an amount equal to 0.5 % of the net price agreed for the defective resp. late delivery for each period of default of 7 calendar days or part thereof but at most 5 % of the agreed net remuneration for the defective resp. late delivery. This is without prejudice to our right to compensation of further damages and to our additional legal and contractual claims. The above penalty may be set off in full against any price or other payment owed to the Supplier.

**17. Provision**

Substances, parts, containers and special packaging provided by us shall remain our property. They may only be used for their intended purpose. Substances shall be processed and parts assembled for us. It is understood that we co-own the products manufactured using our substances and parts, which are kept for us by the Supplier in this respect, in the ratio of the value of the substances and parts provided to the value of the product as a whole.

**18. Documents and confidentiality**

All business, technical or product-related information, especially calculation data, manufacturing specifications, internal production information and data, of whatever kind, made accessible by us to the Supplier, including other development or manufacturing features to be taken from any objects, documents or data provided shall not be disclosed to third parties and may only be made available to those persons at the Supplier's own company who must necessarily be involved in their use for the purpose of the delivery or service to us and who are likewise obliged, in as far as this is permitted with respect to employees under labour law, in writing to treat them as confidential. We shall retain the exclusive title to such items. This shall not apply insofar and as long as such information is proven to be in the public domain or a legal or official obligation of disclosure exists. Such information may not be reproduced or used commercially, other than for deliveries to us, without our prior written consent.

**19. Data protection**

The Parties are responsible for compliance with all relevant statutory data protection provisions, in particular the General Data Protection Regulation (GDPR), as well as for the lawfulness of the data transfer and data processing of personal data. The parties undertake to process mutually provided personal data exclusively in a lawful and transparent manner and exclusively for the provision of the contractual deliveries and services. The Supplier agrees to such data storage and protection. Our data protection policy applies in addition: <https://www.elg.de/en-de/privacy/>.

**20. Compliance with labour and other laws and regulations**

20.1 The Supplier shall ensure that the employees used by it or the sub-contractors it uses or personnel service providers to execute contracts with us are paid their salaries and compensation in accordance with the applicable laws, regulations and collective bargaining agreements. The Supplier shall likewise ensure that mandatory obligations to pay contributions to social security institutions, employers' liability insurance associations and other bodies, are complied with. All the appropriate documentation in accordance with the applicable laws (including without limitation the "DURC") must be provided by Supplier. We reserve the right to request Supplier to provide further documents as an evidence of the regular fulfilment of the Supplier's (and any subcontractors') obligations. The Supplier shall verify compliance with the preconditions pursuant to this paragraph 20.1 when selecting sub-contractors or personnel service providers.

20.2 In the event that claims are justifiably asserted against us, by an employee of the Supplier or an employee of a sub-contractor used, at whatever level, or a personnel service provider, or by other parties due to

non-performance by the Supplier of the above provisions and/or the applicable laws, regulations and collective bargaining agreements, the Supplier shall fully indemnify us against such claims.

20.3 The Supplier shall furthermore be liable to us for any damage arising for the customer as a result of negligent failure to comply with the obligations pursuant to paragraph 20.1.

20.4 Illegal employment of any nature is prohibited.

20.5 We have declared the notion of compliance to be a key company value. We expect the Supplier, therefore, to comply with respectively applicable national statutory provisions within the scope of its business and with regard to us. This particularly concerns legal requirements relating to the safety and protection of workers, respect for human rights, prohibition of the use of child labor, bribery offenses and the granting of benefits of any kind, environmental protection, etc. Likewise, we expect the Supplier to communicate these principles and requirements to its subcontractors and equally encourage them to comply with them.

**21. Assignment**

21.1 Contracts concluded with us may be assigned to third parties only with our written consent. This shall also apply to any claims arising from contracts concluded with us.

21.2 Notwithstanding the foregoing, the Supplier hereby authorizes us to assign all or part of the contracts with the Supplier to one of our subsidiaries or affiliates.

**22. Jurisdiction; Governing law**

22.1 Any disputes arising between ourselves and the Supplier arising from and/or in connection with these General Conditions and/or with any purchase contract, shall be settled exclusively before the courts of Lecco (Italy). As an express deviation to the above, we shall also have the right at our option to bring an action against the Supplier at its place of general jurisdiction.

22.2 The laws of Italy shall apply, including the UN Convention on International Sales of Goods made in Vienna on April 11, 1980 (CISG).

**23. Amendments**

Verbal agreements following the conclusion of a contract, especially variations and amendments to our General Terms and Conditions of Purchase, including this clause requiring written form, as well as ancillary agreements of any kind, shall be valid only if confirmed by us in writing. Date of update: 01/2024

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(Date, Place of Signature)

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(The Supplier)

Pursuant to Articles 1341 and 1342 of the Civil Code, the Supplier hereby places its signature to specifically approve the following clauses of these Terms and Conditions of Purchase:

- Article 1.2 (General)
- Article 2.2 (Conclusion of Contracts and Amendments of Contracts, Prices)
- Articles 3.4, 3.5, 3.7, 3.9 (Delivery, Passing of Risk)
- Article 4 (Force Majeure)
- Article 6.3 (Terms of Payment, Retention and Setoff)
- Article 7 (Guarantee, Warranty, Product Liability)
- Article 12 (Liability of the Purchaser)
- Article 16 (Penalties)
- Article 18 (Documents and Confidentiality)
- Article 21 (Assignment)
- Article 22 (Jurisdiction; Governing Law)

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(The Supplier)