

GENERAL CONDITIONS OF PURCHASE OF AUXILIARY MATERIALS AND SERVICES (MAS)

1. Orders. Orders issued by S.A. Eredi Gnutti Metalli S.p.A. are valid if drawn up in writing and become binding upon receipt by S.A. Eredi Gnutti Metalli S.p.A. of the Supplier's order confirmation (hereinafter "Order Confirmation"), which must also be received by communication via electronic means within 10 (ten) calendar days from the date of the Order. However, if within this period the Supplier has not expressed in writing its willingness to reject the Order, it shall nevertheless be deemed accepted by the same Supplier. These General Conditions of Purchase (hereinafter "Conditions", also available on the website: www.eredignutti.it), form an integral and substantial part of the Order itself, together with any special conditions of the Order. They prevail over any different general or particular conditions of the Supplier, which may be applied only if specifically approved in writing by S.A. Eredi Gnutti Metalli S.p.A. The execution of the Order by the Supplier implies in any case the acceptance of these Conditions without reservation whatsoever.

2. Billing, invoicing and transport documents. The fees indicated in the Order are fixed and not subject to revision. Unless otherwise indicated in the Order, the prices of the goods are understood to be free delivered at the S.A. Eredi Gnutti Metalli S.p.A. site or other place indicated in the Order, including packaging, transportation, insurance and any other cost related to the execution of the Order. Invoices and transport documents referring to the goods must be sent at the addresses appearing on the Order and must clearly indicate: a) Order number, b) description and quantity of the material supplied, c) date and reference of the transport document, d) detailed price. In case of omission by the Supplier of the indication of the Order number referred to in point a), the invoices will not be accepted and consequently they will be sent back to the Supplier; in case of failure to comply with the provisions of points b), c) and/or d), the invoices will be considered not received and, consequently, the deadlines for related payment will not start until S.A. Eredi Gnutti Metalli S.p.A. receives regular written integration from the Supplier.

3. Delivery Terms. The deadlines delivery specified in the Order are peremptory and essential and, with the purposes of ascertaining compliance with them, the date of arrival at the place of destination of the material, as written on the transport documents, shall be the date of arrival. The schedule specified in the Order may not be changed unless otherwise agreed in writing. Any early deliveries will not be allowed unless agreed in advance and in any case will not entitle the Supplier to any financial benefit. In case of delay in delivery for any cause whatsoever (except for proven cases of force majeure, which the Supplier must promptly report in writing) S.A. Eredi Gnutti Metalli S.p.A. will postpone the payment of the invoice by a number of days equal to those of the delay. In any case, the failure to execute the Order in the prescribed term in the absence of written agreement gives S.A. Eredi Gnutti Metalli S.p.A. the right to cancel the Order and dissolve the contract in advance for breach from the Supplier, according to art. 1456 c.c. by sending simple written notice to the same and to claim damages.

4. Shipments. Packaging and storage of goods. Shipments of the material are understood to be made at the Supplier's risk, who must stipulate at his own expense suitable insurance coverage valid until the arrival of the goods at the place of destination. The Supplier undertakes in any case to provide the material with adequate packaging in relation to the nature of the material, the type of transport and its destination and in compliance with current regulations on waste, including hazardous waste, in a manner acceptable to the usual couriers and suitable to guarantee delivery of the material intact and in perfect condition at the place of destination. Essential elements of the packaging will be considered the marking or labeling, which must bear in a visible place, legibly and indelibly the indication of the country of origin of the material and must include the contents and gross/net weight expressed in kg. The packaging will not be returned to the Supplier, unless otherwise agreed between the Parties.

5. Transfer of ownership and transfer of risk. Acceptance. Unless otherwise stated on the Order, the transfer of ownership and the transfer of risk take place upon delivery of the material at S.A. Eredi Gnutti Metalli S.p.A. or otherwise at the place of destination. Any retention of title clause inserted by the Supplier shall be deemed not to have been affixed. The delivery and transfer of ownership do not determine acceptance of the material by S.A. Eredi Gnutti Metalli S.p.A., so any acceptance of the material expressed at the time of delivery is always to be understood as "acceptance with reservation." The acceptance of the material is subject to the positive outcome of the inspection that will be carried out by S.A. Eredi Gnutti Metalli S.p.A. without any constraint of form and/or term, in order to verify its conformity to specifications, absence of defects and suitability for use. Acceptance of the material by S.A. Eredi Gnutti Metalli S.p.A. does not exempt the Supplier from warranty on the material supplied, nor does it imply waiver by S.A. Eredi Gnutti Metalli S.p.A. of its rights. Weighing, measuring or counting done upon arrival of the material at S.A. Eredi Gnutti Metalli S.p.A. shall be binding on the Parties.

6. Provision of services. The Supplier undertakes to perform the services under the Order in accordance with the subject matter of the contract and in full compliance with the applicable and applicable regulatory provisions, particularly with regard to hygiene and safety in the workplace, accident prevention and environmental protection. Compliance by the Supplier with the above requirements shall be carried out at the Supplier's own expense and under its sole responsibility. In particular, the Supplier undertakes to: provide the technical/administrative documentation proving its professional suitability to provide the goods/services belonging to the type indicated in the Order; scrupulously inform its employees about the specific risks of the activities and the place where these activities will be performed; ensure that the behavior of its employees and/or collaborators complies with the current Safety Plan; equip such persons with all the equipment necessary to complete the services, equipping each of them with the personal protective equipment needed for this purpose. The Supplier declares under its sole responsibility compliance with the regulatory requirements with regard to its employees, undertakes to observe for its personnel all contractual legislative regulations relating to the regulation of the employment relationship; in particular, with regard to the rules relating to the recruitment of personnel, compulsory insurance and safety and hygiene at work. The Supplier guarantees absolute compliance with wage, contribution, social security, welfare and insurance obligations. To this end, it will deliver to S.A. Eredi Gnutti Metalli S.p.A. the written attestations (e.g. DURC) required by S.A. Eredi Gnutti Metalli S.p.A. and useful to document compliance with applicable regulations regarding workers' rights, and will keep these documents valid throughout the period in which the Supplier executes an Order on behalf of S.A. Eredi Gnutti Metalli S.p.A. The Supplier may subcontract the provision of services, in whole or in part, only with the prior written authorization of S.A. Eredi Gnutti Metalli S.p.A. In the case of provision of services by third party subcontractors of the Supplier, the Supplier will be answerable on its own to S.A. Eredi Gnutti Metalli S.p.A. for all the activities of the subcontractor. In any case, the Supplier undertakes to provide S.A. Eredi Gnutti Metalli S.p.A. with documentation attesting to the professional suitability of its subcontractors.

7. Warranty. The Supplier warrants the quality of its products and undertakes to replace them free of charge and at its own expense if they turn out not to correspond to the contractual requirements and/or break or deteriorate due to defects in materials or construction. The term of the Supplier's warranty shall be 24 (twenty-four) months from the delivery of the goods or the performance of the services at the agreed place and the term for reporting any defects, apparent or hidden, shall be 15

(fifteen) days from their discovery, without prejudice to the application of a longer term established by the Supplier itself. The Supplier warrants that the goods/services supplied/performed correspond to the specifications set forth in the Order and will be executed in a "workmanlike manner"; the Supplier further warrants that the goods comply with current pro-tempore legislation, and in particular with EU directives relating to product safety, have CE markings and are equipped with safety devices, are of perfect quality, free of design and/or manufacturing defects, operation or any other defect, and are complete with all necessary parts and perfectly suitable for the use for which they are supplied.

8. Termination of Contracts. In the event of violation or non-compliance by the Supplier of one or more clauses set forth in these General Conditions, S.A. Eredi Gnutti Metalli S.p.A. will have the right to terminate the Purchase Agreement by written notice, without prejudice to the right to claim damages. S.A. Eredi Gnutti Metalli S.p.A. also reserves the right to terminate the Purchase Agreement with immediate effect, according to art. 1456 c.c., with reference to the Supplier the following conditions occur: change of ownership, change of control or substantial change in the corporate structure; deterioration of capital/financial conditions such as to compromise the regular execution of the service; fraud or gross negligence in the performance of the service such as to damage the image and/or corporate interests of S.A. Eredi Gnutti Metalli S.p.A.; legal proceedings against the Supplier such as to compromise and/or damage the image and reputation of S.A. Eredi Gnutti Metalli S.p.A.; Negligent performance of the service or breach of contract that seriously jeopardizes the proper and regular performance of the contract and failure to comply, within 7 consecutive days, with the order to remedy it; suspension or interruption of service that has not been communicated or agreed upon; liquidation, cessation of business or state of insolvency of the Supplier or subjection to insolvency proceedings of any kind (including debt restructuring agreements or agreements with creditors); failure to establish, validity and effectiveness of insurance policies.

9. Non-conforming or defective goods. In case of non-conformity or presence of defects in the goods supplied to S.A. Eredi Gnutti Metalli S.p.A. the goods must be immediately withdrawn and replaced by the Supplier at his risk and expense at the same place of destination. In the absence of corrective actions by the Supplier within 15 (fifteen) days from the communication of S.A. Eredi Gnutti Metalli S.p.A. of detection of the defects/non-conformity, S.A. Eredi Gnutti Metalli S.p.A. reserves the right to proceed, at its sole discretion, to the immediate replacement of the goods by elsewhere, charging the Supplier for the charges, including storage, shipping, higher price and any other charges. This is without prejudice, in any case, to the right of S.A. Eredi Gnutti Metalli S.p.A. to request from the Supplier a reduction in the price of non-conforming/defective goods, or - in the presence of non-conformity and/or defectiveness of the goods such as to totally impair their functionality and thus constitute a breach by the Supplier of its obligations under the Order - to proceed to terminate the contract for non-performance by simple written notice to the Supplier and to request compensation for damages.

10. Conduct of Works and Safety at Work. If it is provided in the Order for the Supplier to perform services at one of the sites of S.A. Eredi Gnutti Metalli S.p.A., the same Supplier undertakes to comply with the internal company regulations in force at S.A. Eredi Gnutti Metalli S.p.A. of which the Supplier expressly confirms to be aware. The Supplier shall cooperate and coordinate with S.A. Eredi Gnutti Metalli S.p.A. in order to minimize interference risks, through compliance with the Unified Document for the Evaluation of Interference Risks (DUVRI) attached to the Order Confirmation and which the Supplier shall return to S.A. Eredi Gnutti Metalli S.p.A. duly signed for acceptance before access to S.A. Eredi Gnutti Metalli S.p.A. sites. The Supplier must also appoint its own representative with the necessary powers and experience to properly manage the activities to be performed at the sites of S.A. Eredi Gnutti Metalli S.p.A. and able to ensure compliance with the requirements and procedures and the maintenance of discipline during the execution of these activities. In order to allow, under its responsibility, the access of employees and/or collaborators of the Supplier to one of the sites of S.A. Eredi Gnutti Metalli S.p.A., the Supplier itself must provide in advance all the technical and administrative documentation referred to in art. 6 above and undertakes to deliver with adequate advance a complete list of names of its employees and/or collaborators, together with the details of their identification documents and/or entry visas or residence permits, issued by the Authorities in accordance with immigration regulations. The Supplier acknowledges and agrees that it falls under its responsibility to keep all the above documents valid. The Supplier's and/or subcontractor's employees and/or contractors shall wear an identification card accompanied by a photo ID and indicating their full details and the respective company they belong to. S.A. Eredi Gnutti Metalli S.p.A. will provide the Supplier with specific information regarding the site of S.A. Eredi Gnutti Metalli S.p.A., and in particular regarding the area where the activities are to be performed. It is forbidden for the Supplier to use areas for storage of materials and means other than those indicated by S.A. Eredi Gnutti Metalli S.p.A. without prior written authorization. The Supplier will perform the services using its own means and materials required for loading and transport, of which it will deliver prior to access to the site of S.A. Eredi Gnutti Metalli S.p.A. the complete list and documentation certifying compliance with applicable regulations. The use of equipment and materials of S.A. Eredi Gnutti Metalli S.p.A. by the Supplier is not allowed, unless specific prior written consent. In the event of violations of regulations or internal procedures of S.A. Eredi Gnutti Metalli S.p.A. the same reserves the right to require, at its sole discretion, that the Supplier provide for the removal or replacement of employees or collaborators of the same Supplier who have violated safety provisions and/or behavioral rules. Repeated violation of the above provisions will result in the automatic termination of the Contract for default by simple written notice to the Supplier, without prejudice to the right to claim damages.

11. Payments. Payments of consideration for materials will be made by S.A. Eredi Gnutti Metalli S.p.A. under the terms and conditions specified in the Order, except as specified in Section 3 in the event of delayed delivery. Payments due in August and December will be postponed to September 15 and January 15, respectively. S.A. Eredi Gnutti Metalli S.p.A. may offset its debts to the Supplier with credits, even not overdue, that the same, or other Companies of the same group, have towards the same Supplier up to the amount of the relevant invoices. In accordance with the Article 1260, Paragraph II of the Civil Code, it is excluded for the Supplier to assign its credit unless otherwise agreed between the parties.

12. Force Majeure. The delivery terms may be extended in the presence of Force Majeure events (such as, but not limited to, earthquakes, fires, floods, epidemics, etc.) that actually prevent the performance/service. The Supplier shall immediately inform S.A. Eredi Gnutti Metalli S.p.A. in writing of the Force Majeure event. If the Force Majeure event results in a delay in delivery of more than 30 (thirty) days, S.A. Eredi Gnutti Metalli S.p.A. will have the right to terminate the Purchase Agreement at any time by written notice to the Supplier.

13. Organization and Management Model ex Legislative Decree 231/2001 and Code of Ethics. The Supplier declares that it is aware of both the Organization and Management Model ex D.Lgs. N. 231/2001 and the Code of Ethics adopted by S.A. Eredi Gnutti Metalli S.p.A., which are available and freely consultable on the website: www.eredignutti.it and commits to behave in accordance with the provisions of the Decree itself and of the above Code of Ethics, refraining from committing unlawful conduct.

14. Processing of personal data. By accepting the Order, the Supplier expressly confirms that he/she has read and is aware of the information on the processing of personal data, drafted in accordance with Article 13 of the European Regulation 2016/679, available on the website: www.eredignutti.it

15. Applicable law. Place of jurisdiction. Any dispute and controversy regarding the interpretation, execution and termination of these Conditions and more generally relating to the purchase contract, will be governed by Italian law and will be devolved to the exclusive jurisdiction of the Court of Brescia. These Conditions, which are



available on the website www.eredignutti.it, are an integral part of all purchase contracts concluded by S.A. Eredi Gnutti Metalli S.p.A. and are understood to be acknowledged and accepted without reservation by the Supplier. Any additions or modifications to the general conditions of purchase will be valid only if agreed in writing between the parties.