

## GENERAL CONDITIONS OF PURCHASE OF RAW MATERIALS AND SCRAP

**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](http://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 the 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. Environmental protection. Hazardous substances.** The Supplier represents and guarantees that the chemical substances in the material covered by the Order, comply with the REACH regulation and are on the list of chemical substances drafted and published at the European level. In any case, the goods shall not contain so-called SVHC (Substances of Very High Concern) chemicals. In addition, the possible detection of radioactivity in the material as a result of the controls done at the entrance by S.A. Eredi Gnutti Metalli S.p.A. will entail the application of the relevant regulations in force (Legislative Decree 230/95 and subsequent amendments). It is understood that all expenses incurred by S.A. Eredi Gnutti Metalli S.p.A. will be fully charged to the Supplier.

**7. 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.

**8. 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 (MOG) 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](http://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.

**9. 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](http://www.eredignutti.it)

**10. 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](http://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.