

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE OF APPLICATION

1.1 *These general conditions apply to the purchase of goods and to the contracts for works and services of Alubremen Srl., hereinafter referred to as Alubremen, unless expressly derogated from in the order itself, and will be deemed to have been accepted in full by the supplier with the acceptance of the order. Any non-conforming clause affixed by the supplier in the offers, in the general conditions of sale, in invoices, in correspondence, unless there is written confirmation of the change in order.*

2. GENERAL REQUIREMENTS

- 2.1 All Alubremen suppliers must:
- 2.1.1 Notify us of process and/or product non-conformities regarding orders issued by Alubremen and wait for our approval before proceeding with subsequent processing or shipping
- 2.1.2 Send us the 3.1 / 3.2 material certificate of the steel mill and/or the processing carried out in accordance with EN10204
- 2.1.3 Comply with the requirements identified at the time of ordering and provide only non-counterfeit and compliant/approved material
- 2.1.4 Comply with international conflict minerals requirements and the legislative requirements applicable to the product or process.
- 2.1.5 Keep all documents related to production, traceability, etc. or if necessary send them to Alubremen during shipment
- 2.1.6 provide access to Alubremen staff, your customers and government bodies linked to an order or potential order
- 2.1.7 Maintain an ethical behavior towards Alubremen including the products and processes carried out,
- 2.2 These requirements must also be cascaded to subcontractors.

3. SUPPLIER RESPONSIBILITIES

- 3.1 The supplier is responsible for carrying out the supply, works and services commissioned on its own, with management of means and resources at its own risk.
- 3.2 The work must:
- 3.2.1 be carried out in a workmanlike manner, in the manner and in the places agreed between the parties and within the time limits indicated in the order of Alubremen;
- 3.2.2 meet the technical characteristics specified in the order and in any other documents exchanged between the parties, including contract conditions;
- 3.2.3 be made with the use of the best quality materials
- 3.3 The supplier shall be solely responsible for the conduct of its employees, in the broadest interpretation of the provisions of Article 2049 of the Civil Code, in the event of damage to persons or property belonging to Alubremen or third parties.
- 3.4 The supplier undertakes to take measures to avoid any form of pollution in relation to the work to be performed.
- 3.5 The supplier undertakes to remove at its own care and expense all waste that may be produced in the performance of the activities covered by the contract.

4. WORKER SAFETY

- 4.1 *Alubremen will promote cooperation and coordination with the supplier for the Prevention and Protection of Occupational Hazards. Where required by the nature of the contract, Alubremen will provide the information documentation, in accordance with Legislative Decree 81/08 and subsequent additions and amendments, on the specific risks existing in the work environments in which the supplier must operate.*
- 4.2 *The supplier undertakes to respect and bring to the attention of its own workers, or of the company operating in authorized subcontracting*

5. EMPLOYEE ADMINISTRATION BY THE SUPPLIER

- 5.1 The supplier undertakes to carry out the works and services exclusively by means of regularly hired employees and to scrupulously comply with all applicable legal provisions.
- 5.2 In particular, by way of example, the supplier undertakes to:
- 5.2.1 pay staff a salary not lower than that established by the collective contractual rules in force for the category to which they belong: except for the mandatory minimum salary and regulatory treatment established by art. 3 paragraph 1 of Law no. 1369 of 23.10.1960;
- 5.2.2 provide insurance for accidents at work, health care and social security under their own responsibility;
- 5.2.3 obtain prior authorization (through a special form) for "special risk work" where necessary based on the nature of the activity carried out.

6. PLACE OF DELIVERY AND TRANSFER OF RISK

- 6.1.1 Unless otherwise specified in the purchase order, the goods are delivered to the Alubremen warehouse. The risks of damage and loss of the goods pass to Alubremen only when the goods are received by Alubremen in its warehouses, even if the cost of transport is borne by Alubremen. The packaging of the material must be fit for purpose and neutral, without identification of the manufacturer/distributor. Unless otherwise agreed, all costs related to packaging are the sole responsibility of the supplier.

7. ESSENTIALITY OF DELIVERY TERMS

- 7.1 The delivery times stated in the order are essential. In the event of non-compliance with the delivery deadlines for even part of the order, Alubremen shall be entitled to terminate the contract by giving notice at any time by registered letter, purchasing the goods on the market at the current price at the supplier's expense, without prejudice to compensation for greater damages.

8. SHIPPING DOCUMENTS

- 8.1 Delivery notes.
- 8.1.1 All goods must be accompanied by the Delivery Note. This bill will be considered essential for the execution of this purchase order. Each Delivery Note will refer to the goods of a single order and must bear all the following references: company name and address of the supplier; no. of the order to which the delivery refers, indicating, in the case of partial delivery, whether it is a final or account delivery; description and our material code; units of measurement and quantity of individual goods; name of the carrier; date of shipment.
- 8.1.2 The Delivery Note will also take into account the terms provided for by Presidential Decree 627 of 6/10/78 and by the Ministerial Decree of 29/11/78 G.U. 355 of 30/11/78.
- 8.1.3 The return conditions applied are those stated in the Alubremen purchase order

9. ACCEPTANCE OF GOODS AND WARRANTIES

- 9.1 The supplier guarantees that
- 9.1.1 the supply is free from defects and that the works and services have been carried out in a workmanlike manner;
- 9.1.2 the delivery is new and does not contain any used and/or remanufactured parts or materials, unless specified in the order or approved by Alubremen;
- 9.1.3 the supply was produced by the manufacturer or on behalf of the same;
- 9.1.4 The resulting supply and services do not use or include any free software, "shareware" or free software otherwise specified or approved by Alubremen.

- 9.2 The acceptance of the ordered products does not imply acceptance of the goods: such acceptance will take place when Alubremen has ascertained the integrity of the goods and their conformity with what was ordered. The supplier guarantees the proper functioning of the products supplied for a period of 12 months from the acceptance of the goods. Notwithstanding the provisions of art. 1495 of the Italian Civil Code. first paragraph, Alubremen may report the defects if it becomes aware of them.
- 9.3 In the presence of any defective products or services or those that do not comply with the specifications indicated in this order, Alubremen will be entitled:
- 9.3.1 repair or replace the products or redo defective and non-conforming services at the supplier's expense;
- 9.3.2 request the replacement or repair of products or redo defective and non-compliant services at the supplier's expense;
- 9.3.3 refuse defective and non-conforming products or services or the entire batch of which they are part without receiving others as a replacement and deducting the relevant price from the amount due or receiving a refund of the relevant price from the supplier.
- 9.4 For the works or services carried out, Alubremen and the supplier will carry out the agreed acceptance tests, to verify compliance with the specifications of what has been carried out. In the event of non-compliance, the supplier will be required to carry out at its own care and expense what is necessary to bring what has been achieved to specification. Only after the positive conclusion of the agreed testing procedures can the acceptance of what has been achieved take place. From the date of positive acceptance of works and services, the supplier provides a 12-month guarantee of proper operation.

10. ACCESS TO THE INFORMATION SYSTEMS OF ALUBREMEN

- 10.1 Except as necessary for the performance of this contract, the supplier, its employees and any authorized subcontractors are prohibited from using any confidential information of Alubremen (in written, oral, electronic or any other form), obtained directly from Alubremen or prepared or discovered in the course of the performance of this contract, through access to Alubremen's data or systems, or in the Alubremen offices. It is also forbidden to disclose the aforementioned information to third parties. The term "confidential information" used in this contract includes, without limitation, any product, data, results or information qualified by Alubremen as confidential, all information and data concerning or related to Alubremen products, processes, or business operations in general (including organizational structure and employee list), and all other information obtained through access to data or information systems that, unless otherwise stated, is of such a nature that it may be considered confidential or proprietary information.
- 10.2 The granting of access to the data or systems is intended solely to facilitate the business relationship described in this contract, and is limited to the data or systems, periods and personnel designated by the supplier and agreed by Alubremen and the supplier separately.
- 10.3 Access is subject to the IT security control and procedures, standards and guidelines provided by Alubremen. The use of any other data or system or data or systems during other periods or by personnel not authorized by Alubremen is expressly prohibited. This prohibition also applies when a data or system, to which the provider is authorised to access, serves as access to other data or systems outside the scope of the provider's authorisation. Notwithstanding the above, the provider undertakes to put in place adequate security measures for compliance with the aforementioned obligations and to ensure that the access granted herein will not affect the integrity and accessibility of Alubremen's data or information systems. With due notice, Alubremen reserves the right to audit the supplier's performance in order to verify compliance with the aforementioned obligations by the same.
- 10.4 The obligations under this section are considered perpetual and will remain in force even after the expiration or termination of this contract. The provisions of this Section regarding use and disclosure will not apply

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to any information that:

- 10.4.1 is legitimately known by the supplier prior to disclosure by Alubremen;
- 10.4.2 is legitimately obtained by the supplier through third parties;
- 10.4.3 is or becomes available to the public without any limitation; or
- 10.4.4 is disclosed by the supplier with the prior written consent of Alubremen.
- 10.4.5 The supplier undertakes to inform any employee or any authorized subcontractor who will perform work on the basis of this contract of the obligations contained herein and undertakes to obtain his acceptance of such obligations.

11. SUBCONTRACTING

- 11.1 The supplier is expressly prohibited from subcontracting all or part of the works or services commissioned without the express written consent of Alubremen.

12. EARLY TERMINATION

- 12.1 In addition to the provisions of sub 6 and sub 8, Alubremen shall be entitled to terminate the contract early, at any time, if the supplier:
- 12.2 is subject to insolvency proceedings, including extraordinary administration, or, in the case of a Company, initiates liquidation proceedings;
- 12.3 fails to comply with the following clauses of this contract: art. 2; art.4; art.6; art. 7; Article 8; art. 9; Art. 10.
- 12.4 The termination shall take effect from the day on which Alubremen notifies the supplier in writing.

13. DURATION

- 13.1 The contract will have the duration provided for in the Alubremen order. Tacit renewal upon expiry is not allowed.

14. PRICES

- 14.1 The price of the products, services and works is the one indicated in the order.
- 14.2 Unless otherwise agreed in writing, the prices are fixed and invariable for the entire duration of the contract, regardless of the occurrence of circumstances of any kind, even unforeseeable ones, which in any case affect the costs. Therefore, the application of Article 1664 of the Civil Code is expressly excluded.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Intellectual Property Derived from Services
 - 15.1.1 "Intellectual Property" or "IP" means all inventions, patents (including, without limitation, application divisions, re-issues, re-examinations, extensions of terms, extensions, and any foreign counterparts), copyrights, copyrights (including, without limitation, registrations, applications, and derivatives), trademarks (including, without limitation, service marks, trade dress, and any other marks identifying the product or a portion thereof), designs, processes, works, masks, trade secrets, domains, proprietary technical information, and other similar tangible and intangible information, whether or not registered or registrable.
 - 15.1.2 "Pre-existing Pre-IP" means IP conceived or developed prior to or independently of the execution of this order. The seller retains full right, title and interest in and to any pre-existing IP. The seller does not use any pre-existing IP in connection with this order without first obtaining from the holder all rights necessary to enable the seller to fully comply with the terms of this order. I don't know what it can apply to in our case
 - 15.1.3 The seller agrees and irrevocably assigns and transfers to Alubremen all of its worldwide IP arising from the Services. Alubremen shall bear the costs arising from requests to the seller to finalize any document

and to proceed further as reasonably requested by Alubremen to complete and register such assignment.

- 15.1.4 Seller hereby grants Alubremen a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, and assignable license to sub-license any pre-existing IP to the extent necessary for Alubremen to fully enjoy and commercially exploit the results derived from the Services as reasonably provided for in the order.
- 15.2 The drawings, specifications, standards and tables and any technical documents as well as the samples and specific equipment that Alubremen will make available to the supplier shall remain the exclusive property of Alubremen and may only be used for the execution of orders. The supplier, except for the execution of this order, may not copy or reproduce them or transmit them or allow them to be used by third parties without the prior written authorisation of Alubremen.
- 15.3 The supplier undertakes to indemnify Alubremen from any liability or claim regarding the exploitation and possible infringement of patent rights for industrial inventions or models used by him for the execution of this order. In the event that anyone inhibits or attempts to inhibit Alubremen from using the material supplied, the supplier shall bear the defense at its own risk, care and expense. At the choice of Alubremen, the supplier must modify the works or services in alleged infringement of the rights of others with similar products or services, suitable for the same use but free from patent infringement.

16. INVOICING AND PAYMENTS

- 16.1 The way, payment terms and billing will be as indicated in the order. Under no circumstances may invoicing be carried out before the completion of the testing procedures and acceptance of the works by Alubremen.
- 16.2 The original invoices must be accompanied by a copy for administrative use and will be headed and addressed as indicated in the order. Each invoice must refer to a single order and bear the following references: no. of the Delivery Note; no. of the order to which the invoice refers, the same description used in the compilation of the Delivery Note; the payment conditions. Invoices that do not comply with this clause will be returned to the supplier.
- 16.3 Payments will be made only against a regular invoice according to the methods indicated above. In any case, payments made before delivery are to be considered non-final advances: the supplier will have no right to retain them until the works or services have been completed.

17. GENERAL PROVISIONS

- 17.1 It is expressly forbidden for the supplier to make, in its own interest and in the interest of third parties, any advertising or communication that refers to this contract.
- 17.2 Neither party may assign this agreement or any rights under it without the written consent of the other. In any case, Alubremen and its assigns may assign or transfer this contract or the obligations arising from it, even without the consent of the other party, 1) to any company of the Alubremen group controlled, directly or indirectly, by Alubremen, or by its assigns; 2) on the occasion of the transfer of a business unit for any reason, demerger, reorganization, transfer of business or change of ownership in relation to a business unit.
- 17.3 Insurance: During the period of provision of services to Alubremen, the seller undertakes to insure and maintain insurance coverage for third party liability for personal injury and property damage in an amount sufficient to protect Alubremen in the event that such an event may occur. The seller also undertakes to ensure that such coverage complies with all laws, regulations and orders. In addition, the seller will maintain insurance coverage as is customary for a business that is similar in size and carries out similar operations to the seller in the jurisdiction(s) in which the seller's operations are carried out.
- 17.4 This order will be governed by Italian law and the exclusive jurisdiction

for any dispute arising from it will be that of Milan.

18. INFORMATION ON THE PROCESSING OF PERSONAL DATA

- 18.1 Pursuant to Article 13 of Legislative Decree 196/2003, the Supplier is informed, with regard to the data provided to Alubremen, that:
 - 18.1.1 Alubremen is the data controller. The data processors are indicated in a special list available from Alubremen on request;
 - 18.1.2 the data will be processed by means of an electronic computer and stored in company databases;
 - 18.1.3 the databases are also located abroad and outside the European Union, at other companies of the Alubremen group;
 - 18.1.4 the data will be processed for the purposes required by the qualification of the supplier and the execution of the contract;
 - 18.1.5 the data may be communicated to customers or other suppliers of Alubremen for the purposes required by the contract, under strict confidentiality;
 - 18.1.6 the provision of data is optional, failure to provide it will make it impossible to qualify the supplier and establish the contractual relationship;
- 18.2 By accepting these General Terms and Conditions, the Supplier gives consent to the processing of its data in accordance with the provisions of the above information.