

COMPAGNIA SIDERURGICA SPA

Via Fossalunga, 7 36030 Sarcedo (VI) – Italia

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Società soggetta all'attività di direzione e coordinamento di FINSPE S.R.L., c.f. 03781420249

COMPAGNIA SIDERURGICA

GENERAL TERMS AND CONDITIONS OF SALES

OBJECT

These general terms and conditions of sale (hereinafter referred to as the 'GTC') apply to and govern the sales and supplies of the following main types of goods: sale of steel plates and all its alloys, other metallic materials subject to various processing, including, by way of example and not limitation, cutting, sandblasting, cold circular rolling and machining of steel plates by laser, plasma and oxyfuel machines up to 600mm thickness; traditional processes such as bending, beveling, and mechanical processing, mechanical machining, chamfering and trading of steel plates; sale of extraction tables. (hereinafter "Goods" and/or "Products") exchanged between COMPAGNIA SIDERURGICA SPA with legal address in 35030 Sarcedo (VI) via Fossalunga 7, Italy Vat Number IT 02584640243 (hereinafter 'COMPAGNIA' and/or 'Compagnia Siderurgica' and/or 'Supplier' and/or 'Seller') and any Compagnia Siderurgica' client (hereafter 'Client' and/or 'Buyer').

The Contract consists solely of the supply of Goods, and Compagnia Siderurgica will not provide the Buyer with any know-how regarding the production methods used (Processing Technology), which is not included in the Contract and will remain the exclusive property of Compagnia Siderurgica.

1) ORDERS AND FORMATION OF THE CONTRACT:

- 1.1 These General Terms and Conditions of Sale (GTC) are considered expressly accepted by the Buyer at the moment Compagnia Siderurgica submits its offer/quotation.
- 1.2 Every order issued by the Customer is subject to the Supplier's express written acceptance (hereinafter referred to as the 'Acceptance' and/or 'Order Confirmation'), and the supply contract (hereinafter the 'Contract' and/or 'Supply Contract') shall be deemed finalized and binding between the parties only when the Seller sends the Order Confirmation to the Buyer.
- 1.3 The Order Confirmation sent by Compagnia Siderurgica sets out and includes all final and binding terms and conditions of the Contract, fully replacing the order issued by the Customer.
- 1.4 Any order received by the Supplier from the Buyer implies the Buyer's acceptance, without any exception, of these GTC, and any other reference contained in the Customer's contractual documentation shall be deemed inapplicable, without any exception
- 1.5 Once the Customer has received the Order Confirmation, it must be returned, stamped, and signed for acceptance. Failure to return the Order Confirmation or, in any case, failure to accept it, will nevertheless imply full acceptance by the Buyer of the Order Confirmation and these General Terms and Conditions of Sale (GTC), which will be the only terms governing the Contract and will prevail, in any case, over any purchase conditions provided by the Buyer.
- 1.6 Unless a shorter term is expressly indicated by Compagnia Siderurgica, the quotation shall be valid and effective for order proposals received within 3 business days from its date of issuance.
- 1.7 The delivery date will instead be established in the Order Confirmation that will follow the receipt of the final order from the Customer
- 1.8 It is understood that the Customer is solely and completely responsible for the choice of the technical specifications of the requested Product and shall hold Compagnia Siderurgica harmless from any claims for compensation that the Customer and/or any third party may raise regarding the choice of the produced goods and their characteristics and technical specifications, including their use or application, even if they are incorrect, erroneous, or improper. Under no circumstances shall Compagnia Siderurgica be held liable for any written or verbal comments or suggestions made regarding the technical characteristics, unless such activities are expressly regulated in writing under a separate consulting agreement, which is fee-based and distinct from the Contract.

- 1.9 All technical specifications for the Goods shall be an integral and essential part of the contractual documentation only if expressly approved in writing by Compagnia Siderurgica and included in the Order Confirmation issued by the Supplier. Any additional technical specifications expressed by the Customer after the finalization of the Contract shall not be considered part of the Supply Contract unless they have been previously evaluated and expressly accepted in writing by the Supplier.
 - 1.10 Any cancellations, modifications, or additions to the aforementioned documents by the Buyer shall be ineffective unless previously authorized and subsequently accepted in writing by Compagnia Siderurgica.
- #### 2) PRICES. HARDSHIP
- 2.1 The applicable prices of the Products are those shown in the Order Confirmation. Unless otherwise agreed, the prices do not include Value Added Tax or any other tax, duty, charge, or levy imposed by any authority in relation to the Goods or the Contract (hereinafter referred to as "Tax"). The amount of any Tax related to the sale of the Goods to the Buyer shall be borne by the Buyer and will be invoiced by the Supplier to the Buyer together with the Goods or separately.
 - 2.2 In the event that, after the formation of the Contract, an unforeseen or significant event occurs that renders Compagnia Siderurgica's performance excessively burdensome pursuant to Article 1467 of the Italian Civil Code, the Seller and the Buyer shall renegotiate the applicable price in good faith, without prejudice to Compagnia Siderurgica's right to request termination of the Contract under Article 1467, paragraph 1, of the Italian Civil Code. In particular, without prejudice to the foregoing, the Buyer acknowledges that Compagnia Siderurgica's performance may become excessively burdensome due to changes in the costs of raw materials, components, and/or energy occurring between the conclusion of the Contract and the delivery date established in the Order Confirmation.
- #### 3) DELIVERY TIME, DELIVERY TERMS AND PERFORMANCE OF COMPAGNIA SIDERURGICA OBLIGATIONS
- 3.1 The production of the Goods is scheduled to meet the deadlines indicated in Compagnia Siderurgica's Order Confirmation, except in case of unforeseen events and force majeure.
 - 3.2 The delivery date shown in the Order Confirmation is always indicative and shall never be considered essential under Article 1457 of the Italian Civil Code in favor of the Buyer. Compagnia Siderurgica reserves, however, a grace period of fifteen (15) working days from the delivery date indicated in its Order Confirmation.
 - 3.3 In case of delay in the delivery of the Goods, Supplier shall not be liable for any loss or damage of any kind whatsoever directly or indirectly caused by any delay in the delivery of the Goods or completion of the supply. Moreover, in no event the Supply Agreement regulated by these GTC shall be automatically terminated in case of late deliveries, nor shall the Client be entitled to terminate the Supply Agreement in case of late deliveries.
 - 3.4 No penalties shall be applicable by the Client to Compagnia Siderurgica in case of late delivery of the Goods
 - 3.5 The events which can prevent or delay the supply are, by the way of an example, strikes, insurrections, wars, locks-out, earthquakes, fires, floodings, atmospheric events, imports embargoes, delays in deliveries by the suppliers of Compagnia Siderurgica, limitations of supply of energy, limitations on traffic circulations are expressly considered by the Buyer as force majeure events, for which Supplier shall not be considered responsible in case of delay in the deliveries.
 - 3.6 Prices offered are intended ex works Seller's warehouse in Sarcedo (VI) Italy as per updated Incoterms®.
 - 3.7 Whereas Compagnia Siderurgica does not assume any obligation to store the Goods at its facilities, in the event of a delay in the collection of the Products, the Customer shall bear all costs arising from the occupation of Seller's warehouses, it being understood

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- that the risks of damage, deterioration, and/or theft of the Goods are the Customer's responsibility from the originally indicated delivery date in the Order Confirmation. The Customer shall also bear any additional costs arising from such delay, including, by way of example and not limitation, ancillary costs and financial charges, as well as the costs incurred by the Supplier for the storage of the Goods. Regardless of the actual date of collection of the Goods by the Customer, payment to Compagnia Siderurgica will be due according to the terms and conditions set forth in the Contract, starting from the originally agreed delivery date.
- 3.8** Packaging is not included in the offer and must be calculated based on the specific requirements of the Customer.
- 4) TERMINATION, SUSPENSION, AND WITHDRAWAL FROM THE CONTRACT. PENALTY CLAUSE.**
- 4.1** Failure to pay an installment exceeding one-eighth of the Price, as stipulated in Art. 1525 of Italian Civil Code, implies the loss of the payment term granted to the Buyer and entitles Compagnia Siderurgica to terminate the Contract pursuant to Art. 1526 of the Civil Code and claim all direct/indirect damages due to such termination.
- 4.2** Suspension of the Contract or part of it by the Customer is not permitted. If Compagnia Siderurgica accepts the suspension of the contract (or part of it), the Customer undertakes to pay, by bank transfer on demand, the following installments to Compagnia Siderurgica
- 4.2.1** 70% (seventy percent) of the total contract' amount if the suspension is accepted by the Seller before the beginning of production activities of the Goods;
- 4.2.2** 90% (ninety percent) of the total contract' amount if the suspension is accepted by the Seller after the beginning of production activities of the Goods.
- 4.3** The Customer will also recognize the following additional amounts, compared to the overall amount of the Contract, such as costs for handling, management and storage of the Goods, equal to 0.5% (zero point five percent) of the overall amount of the Contract for each week (or part thereof) of suspension
- 4.4** Withdrawal or partial or total modification of the Contract by the Buyer is not permitted. If Compagnia Siderurgica accepts the withdrawal by the Customer, the latter will still expressly recognize the following contractual penalty to Compagnia Siderurgica: 90% (ninety percent) of the total amount of the Contract.
- 5) WARRANTY. EXCLUSIONS**
- 5.1** The Seller guarantees that the Products are free from defects and comply with the technical specifications confirmed by the Buyer accepting the Seller's order confirmation for a period of 12 (twelve) months from the date of Delivery.
- 5.2** Seller does not guarantee that the Products are fit for purposes or fit for the final use that the Client or the third party has intended for them.
- 5.3** This warranty may be claimed by the Client only, whilst the Client's assignees or other third Parties shall not have any direct claim against Compagnia Siderurgica.
- 5.4** The obligations of the Seller and the rights of the Buyer in the event of defects of the goods sold are governed by this Article.
- 5.5** The Client shall, sub poena of forfeiture of the warranty, notify in writing by email with return receipt or by registered letter with return receipt of any non-compliance or defects discovered, within and not later than 8 (eight) days from the date of receipt of the Products or, in case of hidden defects, within and not later than 8 (eight) days from the date of the relevant discovery. The burden of proving the date of the relevant discovery lies with the Client. Following the receipt of a valid complaint/report, Compagnia Siderurgica will have 30 (thirty) days to examine the documentation sent by the client, and to communicate to the latter its determination on this issue.
- 5.6** The assessment of the existence of defects and their attributability is left to the unquestionable judgment of the Seller. This assessment is by express agreement unquestionable.
- 5.7** If the defect is recognized, during the warranty period, Compagnia Siderurgica shall repair or, at its sole discretion, replace free of charge the Products found to be not in compliance or defective, with delivery *Ex-Works* (as per updated Incoterms[®]) Compagnia Siderurgica' premises, in Sarcedo (VI) Italy. The Client bears all transport costs for the return, if needed, of the defective Products to Seller as per DAP Seller's premises as per updated Incoterms[®].
- 5.8** Under no circumstances may the customer request the termination of the contract. Under no circumstances may the customer claim compensation for damages deriving from defects of the purchased goods. In any case the Client shall not be entitled to refuse the Products or to require modifications thereof, should the inconsistencies with the said parameters be trivial and/or fall within the normal tolerances and limits.
- 5.9** In any case, the customer forfeits from any form of warranty if he fails to pay the price in full within the terms provided for in the invoice. For procedural purposes, no action and/or exception may be asserted until payment of the goods has been made.
- 5.10** Except for causes of wilful misconduct, the reimbursement of any damage claimed by the Buyer due to the fact attributable to the Seller shall not, in any case, exceed the corresponding amount of the Products were found defective.
- 5.11** Compagnia Siderurgica's obligations under this article are the Buyer's sole and exclusive remedy with respect to defective products. Compagnia Siderurgica gives no other warranty or guarantee, express or implied, including (without limitation) any warranties of merchantability or fitness for a particular purpose, whether written or oral, or implied in fact or in law.
- 5.12** Exclusions
- This warranty shall not apply in case of defects, damage or failure of the Products resulting as a consequence of and/or from:
- (i) Normal wear and tear determined by the use of the Goods;
- (ii) incorrect handling of the Goods during transport, during loading and unloading operations, also as a consequence of unsuitable or insufficient packaging;
- (iii) In the event of improper use, inadequate maintenance or activities on the Goods not carried out by Compagnia Siderurgica
- (iv) negligence in the storage and/or custody of the Product or in ways unsuitable for its perfect preservation
- (v) operations beyond rated capacity
- (vi) damages caused by accident, fire or other casualty or negligence not ascribable to Seller;
- (vii) failures resulting from unauthorised modifications or alterations of the Products;
- (viii) any damage, loss or consequence deriving from defects or non-compliance of the Products caused by failure, deficiencies and/or mistakes in the information or technical specifications supplied by the Client;
- (ix) any other cause, not ascribable to Seller's negligence.
- 6. EXCLUSION OF DIRECT/INDIRECT/ CONSEQUENTIAL LOSSES/DAMAGES AND LIMITATION OF SELLER'S LIABILITY**
- 6.1.** To the fullest extent permitted by applicable law, in no event shall Compagnia Siderurgica be liable to the Client, Client's assignee and/or any other third party for any claim, whether arising under

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- contract, tort (including negligence), strict liability or otherwise, for loss of revenue, loss of profit or loss of use of capital, downtime of facilities, standby of equipment/plant, standby of personnel, loss of business reputation or opportunities, loss of production, loss of product and/or for any direct, indirect, special, incidental or consequential loss or damage of any nature (including any penalty or liquidated damages apply by Buyer's Clients to Buyer for delay in supply the outputs of the Goods) arising at any time or from any causes whatsoever and whether or not foreseeable, even if caused or contributed to by the negligence or breach (statutory or otherwise) of Compagnia Siderurgica in relation to Supply Agreement;
- 6.2. Notwithstanding any other provisions on the contractual documents, maximum cumulative liability of Compagnia Siderurgica towards Client for whichever reason shall not exceed the amount paid by the Client for the claimed Goods or for Goods recognised defective by the Supplier.

7. COLLECTION AND DELIVERY OF THE ORDERED GOODS

- 7.1. Upon expiry of the agreed delivery terms and within 3 (three) days from receipt of the written notice that the Goods are ready for collection, the Buyer is obliged to collect the ordered Goods with ex works delivery or, in case of DAP delivery, to accept delivery to the destination indicated in the Order Confirmation;
- 7.2. Once the deadline under 7.1 has elapsed without the Goods having been collected or accepted for delivery, the Goods ordered and not collected will be stored, with the Company being exempt from any liability and with the forfeiture of any guarantee and with the costs being charged to the Buyer. of handling and storage in the amount of 0.5% (zero-point five percent) of the value of the Goods for each week (or part of) of storage.

8. PAYMENTS AND DELAYS IN BUYER'S PERFORMANCES

- 8.1. Unless otherwise agreed, payment for the supply will take place by swift bank transfer, according to the following sequence:
- 50% of total contract price, when Seller transmits the Order Confirmation to Buyer;
 - 50% of the total contract price when Seller informs the Buyer that the Products are ready for collection.
- 8.2. The place of payment is, to all intents and purposes, the headquarters of Compagnia Siderurgica, regardless of the agreed upon means of payment;
- 8.3. From the notice that the Goods are ready for collection or shipment, the risks related to the Goods are transferred to the Customer even if the Goods are still stored at the Compagnia Siderurgica' premises;
- 8.4. Should the Client delay or fail to comply with the payment terms, even if the Client is in delay only with one payment term, COMPAGNIA shall be entitled to suspend all the pending deliveries, until full payment of the outstanding credits, even if related to other Contract and/or until receipt of proper guarantees for any future delivery. In case of delay on payment terms, Buyer shall pay to COMPAGNIA for each/part of week of delay 0,2% (zero point two percent) of penalty calculated on the delayed amount as passive interests;
- 8.5. In no event shall any claim on the Products, defect or non-compliance of the Products, even when expressly acknowledged as such by COMPAGNIA and/or delays of delivery of the Products give the Client the right to suspend the relevant payments and/or any other payment for whichever reason due to COMPAGNIA (*Solve et repete*);
- 8.6. In case of plurality of Contracts, if the Buyer doesn't provide to pay or delay in the payment even just of one due instalment, COMPAGNIA is authorized to suspend the outstanding Contract/s, without prejudice to any other rights COMPAGNIA may have or to any other damages to be paid by the Client to COMPAGNIA in accordance with any other provisions of Contract;
- 8.7. Without prejudice to any express condition contained herein, Compagnia Siderurgica will be authorized to terminate the Supply Contract for cause if the Customer does not pay within fifteen (15) days of sending the relevant 'payment order' ('*order to pay*') by

Compagnia Siderurgica and to withhold the sums collected up to that point, without prejudice to the right to also request any greater damage.

9. COMPAGNIA SIDERURGICA' RIGHT TO SUSPEND OR TERMINATE THE CONTRACT

- 9.1. If the Buyer fails to pay one of the instalment and/or the Total Contract Price at the agreed time, the Seller shall authorize, automatically, to postpone the delivery of the Goods for a period of time, at least, equal to the delay accrued by the Buyer;
- 9.2. In case the present contract should be terminated by the Seller for Buyer's default, the instalment/s already received could be withheld by the Seller as pre-estimated liquidated damages and penalties, save the right for the Seller to claim all major damages, expenses and costs deriving from Buyer's breach;
- 9.3. Furthermore, COMPAGNIA shall have the right to terminate all or any part of the Contract, without any responsibility, in the following circumstances: the Buyer becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed for a substantial part of Buyer's assets;
- 9.4. Compagnia Siderurgica also reserves the right, based on article 1461 of the Civil Code, to suspend the Contract pending suitable guarantees from the Customer, if it becomes aware of the existence of changed financial conditions, such as to endanger the fulfillment payment by the Customer

10. PROHIBITION OF ASSIGNMENT OR TRANSFER OF THE CONTRACT

- 10.1 The Buyer is prohibited from assigning or transferring the Contract, in whole or in part, without the prior written consent of the Seller.

11. SEVERABILITY

- 11.1. If any provision of these GTC shall be found invalid or unenforceable, the invalidity and unenforceability shall not affect the other provisions of GTC which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the maximum possible extent, the objectives of the invalid or unenforceable provision.

12. RETENTION OF TITLE

- 12.1. Compagnia Siderurgica shall be the sole owner of the Products supplied under these GTC until full payment of the same effected by the Client. Notwithstanding the moment of the actual transfer of title on the Products, all the risks relevant to any loss or damage of the Products are borne by the Client upon when Goods are ready for the collection in Supplier's warehouse as per ex works updated Incoterms provisions.

13. EXCLUSION OF VIENNA SALES CONVENTION

- 13.1. The application of any of the provisions of the United Nations Convention on Contracts for International Sale of Goods (Vienna Sales Convention year 1980) to these GTC, or incorporation of such provisions into any contractual document, at any time is expressly excluded in all respects

14. APPLICABLE LAW AND EXCLUSIVE COURT

- 14.1. These General Terms and Conditions of Sales and the Contract shall be governed and construed in accordance with the Italian Law.
- 14.2. All disputes arising out of relating to the Contract regulated by these General Terms and Conditions of Sales shall be exclusively submitted to and settled by the Court of Vicenza, Italy. However, Compagnia Siderurgica shall be entitled to institute proceedings against the Client before the competent Court of the place where the Client has its registered office

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**COMPAGNIA
SIDERURGICA**

Sarcedo (VI) Italy 1 October 2024

The Client

The Client hereby states and declares to expressly approve, for the purposes and to the extent provided by articles 1341 and 1342 of the Italian Civil Code, the following provisions of these GTC:

Item 1.2. Formation of the Contract

Item 1.4. Client's acknowledgement that only these GTC are applicable to the Contract

Item 1.8. Limitation of Supplier's responsibility for Technical Characteristics

Item 2.2. Hardship Items 3.2., 3.3. and 3.4 Limitation of Supplier's responsibility in case of delay in delivery of the Goods

Article 4 (items 4.1., 4.2. - 4.2.1, 4.2.2.- 4.3., 4.4.) Termination, Suspension and Withdrawal from the Contract. Penalty Clause

Item 5.1., 5.10. Limitation of Supplier's warranty

Item 5.5. Procedure for execution of warranty, forfeiture of warranty and burden of proven

Items 5.7. Limitation of warranty to the sole reparation or substitution of the defected Goods

Item 5.11. Exclusive remedy

Item 5.12. Causes of exclusion of Supplier's warranty

Item 6.1. Supplier's exclusion of Indirect/Consequential damages/losses

Item 6.2. Limitation of Supplier's cumulative liability

Item 8.5. Solve et Repete

Art. 9 Compagnia Siderurgica right to suspend or terminate the Contract for cause

Art 12 Retention of title in favour of Compagnia Siderurgica

Art 13 Exclusion of Vienna Sales Convention year 1980

Item 14.1. Applicable Law

Item 14.2. Exclusive Court

Sarcedo (VI) Italy 1 October 2024

The Client