

TERMS AND CONDITIONS OF SUPPLY



Terms of supply - Key:

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2. PRIVACY
3. NON-ASSIGNABILITY OF THE CREDIT
4. RADIOMETRIC EMISSION DECLARATION

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Terms of supply

1. COURTESY COPY OF THE INVOICES: We would like to inform you that the courtesy copies of the invoices must be mandatorily sent to the SDI as an attachment to the electronic invoice; therefore, it is no longer necessary to send them to: fatture@imal.com
2. PRIVACY: Pursuant to regulation EU/679/2016, IMAL hereby informs you that the data provided will be used for the fulfilment of legal and/or contractual or promotional obligations and processed manually or electronically and disclosed only within the scope of the business relationship. The data controller is IMAL Srl and the data processor is the legal representative. You may at any time exercise your rights vis-à-vis the company IMAL S.r.l. in accordance with the provisions of European Regulation EU/679/2016.
3. NON-ASSIGNABILITY OF THE CREDIT: The assignability of the credit is expressly excluded and prohibited. Any assignment shall not be valid or effective against us. In the event of breach of this covenant and prohibition of assignment, without prejudice to the right to compensation for damages, we shall be entitled to declare the contract terminated for reasons attributable to you. As a condition for payment of your credit, your invoice must contain the following statement: "The credit referred to in this invoice is not assignable pursuant to Art. 1260, 2nd paragraph, of the (It.) Civil Code".

4. RADIOMETRIC EMISSION DECLARATION: It is declared, if applicable, that the supplied material complies with Art.72 of 101/2021-2013/59/EURATOM in respect of radiometric emissions for the purpose of radiation protection and environmental protection.

Condizioni generali di acquisto

1. SCOPE
 - 1.1) The purpose of these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") is to apply and regulate in a uniform manner the Purchase Contracts (as defined below) with third parties (hereinafter referred to as "Supplier(s)") from which IMAL SRL - VAT NUMBER IT00313750366, VIA ROSALBA CARRIERA, 63,41126 MODENA , ITALY, (hereinafter "IMAL") - purchases products, goods, spare parts whose manufacture, processing and/or supply is commissioned by IMAL to the Suppliers (hereinafter "Products").
 - 1.2) These GTCP, even if not expressly referred to, shall apply to all Purchase Contracts, in whatever form they may be concluded, such as, for instance, by means of the modalities referred to in Art.
 - 1.3) contract with simultaneous signature or by confirmation (express or by conclusive facts) of purchase orders, between IMAL and Suppliers who have accepted the GTCP or who have had knowledge or awareness of the GTCP, except only if the same are expressly excluded in writing by the parties in a subsequent agreement.
 - 1.4) The Supplier waives the application of any of its own general and particular terms and conditions of sale, even if they are referred to in any document from the Supplier,

which must in any case be deemed to be ineffective between the parties, except in the event that the parties expressly and precisely express their intention to go beyond these GTCP (referring to them and indicating, under penalty of ineffectiveness, the reference to the date of their stipulation).

1.5) Each Purchase Contract will be understood to be governed by the provisions found in the following documents:

- (i) the Order accepted by the Supplier in accordance with Article 4 below;
- (ii) these GTCP.

For the purposes of resolving any conflicts between the provisions contained in the documents referred to therein, the Order shall prevail over the GTCP.

2. STIPULATION OF PURCHASE CONTRACTS

2.1) In these GTCP, the terms set out below shall have the meanings indicated in alphabetical order:

- a) "Purchase Contract(s)": the contract for the supply of Products concluded between IMAL and the Supplier;
- b) "Order": the request, addressed by IMAL to the Supplier, for the purchase/supply of a specific quantity of Products by a specific date or a specific deadline;

2.2) The Purchase Contract is normally concluded by:

- a) the Supplier's sending the offer and IMAL's written acceptance of that offer without any amendment to it; or
- b) IMAL's sending of the Order and written acceptance of that Order by the Supplier.

2.3) Provisions that differ from the Order's provisions, to be found in the Order confirmation or in any other document issued by the Supplier

after receipt of the Order, will only be binding for IMAL if specifically approved in writing by IMAL itself. No conduct of IMAL, such as, for example, payment of a deposit, communication of information for the execution of the delivery or taking delivery of the goods, may be interpreted as tacit acceptance of the aforementioned provisions that differ from the provisions of the Order.

2.4) IMAL may revoke the Order until written acceptance of such Order by the Supplier.

2.5) The Orders may possibly envisage deliveries of Products spread over time. In this case, IMAL will attach a delivery schedule to the Order. This document will to all intents and purposes be an integral part of the documentation that will govern the contractual relationship between the parties.

3. PACKAGING - TRANSFER OF RISK - TRANSPORT DOCUMENTS - DELIVERY OF THE PRODUCTS

3.1) The Products will be packed and prepared for shipment in accordance with the best technique and care according to their nature and characteristics, taking into account the agreed modes of transport (by air, sea, land) and the instructions set out in the Purchase Contract.

3.2) Unless otherwise agreed in the Purchase Contracts, the transfer of risk for total or partial damage or loss of the Products from the Supplier to IMAL will take place upon unloading of the Products at the premises of IMAL or at the different destination agreed in the Purchase Contract.

3.3) Unless otherwise agreed upon in the Purchase Contracts, and without prejudice to Art. 3.2, the Products

will be delivered by the Supplier in accordance with the delivery term CIP - Modena (Italy), seat of IMAL, Incoterms 2020 ICC.

3.4) The Supplier undertakes to issue and send transport documents together with the Products. The transport documents (invoices and any other document related to the shipment) must indicate, in addition to what is required from time to time by IMAL, by way of simplification and a non-limiting example: IMAL's order number, the description of the Product or Products and the quantity ordered, the price of the Products and, with reference to the goods subject to processing, the details of the transport document issued to accompany the material sent. Goods dispatched must always be accompanied by the Transport Document in accordance with (It.) Presidential Decree 472/96, if the supplier is Italian, or by national, EU or non-EU sales invoice.

Sales invoices issued by Italian suppliers must also include the Transport Document number. The Transport Document and the invoice must indicate the codes of the ordered IMAL Products with an indication of the respective percentage, if not fully paid, of the supply for each code ordered. Material delivered directly to the building site must be accompanied by the relevant transport document or delivery note, while the invoice together with a copy of the delivery documents will be forwarded to IMAL's headquarters.

3.5) The Supplier undertakes to fill in the various documents that IMAL will send him (e.g. pkl (packing list), CMR, etc.) and to scrupulously follow IMAL's instructions with regard to everything concerning shipment. The Supplier will be obliged to carry

out the shipping instructions communicated by IMAL (e.g. regarding filling in documents, labelling, packages, photos, etc.) and undertakes to issue the transport documents as instructed by IMAL. In the event of non-compliance with the aforementioned instructions, with particular reference to the time schedules and procedures provided for (packing list, transport document, etc.), the Supplier will hold IMAL harmless and indemnified against any costs, damages, expenses, disputes, legal action, civil liability (including litigation costs and lawyers' fees) arising from or in connection with such non-compliance. In the event of a delay of more than 3 working days with respect to the due date for issuing the transport documents, the Supplier will be liable for a non-compliance of service and a penalty of EUR 500, without prejudice to the right to compensation for any further damages.

3.6) The Supplier undertakes to notify the quantity of vehicles used for transport and the place of loading at least 15 (fifteen) days before shipment. The Supplier also undertakes to complete the packing list according to IMAL's instructions and format within 2 working days prior to shipment. The Supplier undertakes to carry out, prior to delivery of the Products, all tests and checks that are necessary to ensure the conformity of the Products with the agreed technical specifications and the rules of art, also in relation to the use for which the parts supplied are intended.

3.7) The Supplier undertakes to comply with the delivery terms indicated in the Purchase Contracts (to be considered essential in IMAL's interest), in respect of which neither

delays nor early deliveries are permitted. IMAL has the right to return Products received before the agreed deadline at the Supplier's expense or to charge the latter for storage costs. In any event, early delivery of the Products may in no way entitle the Supplier to early payment compared to the deadlines agreed in the Purchase Contract.

3.8) If the Supplier considers that the delivery deadlines indicated in the Purchase Contracts cannot be met, or if a delay is likely to occur, the Supplier must notify IMAL without delay and in writing. The Supplier must then indicate the reason for the delay and also the date on which delivery is expected.

3.9) In the event of delay in the delivery of the Products, IMAL will be entitled to apply a penalty for delay equal - unless otherwise agreed in the Purchase Contract - to 1% of the price of the Product not delivered by the agreed date, for each week (even if not complete) of delay. In addition to the above penalty, IMAL will be entitled to compensation for any further damage suffered.

3.10) When required, and without prejudice to the minimum insurance obligations provided for in the CIF and CIP clauses of ICC Incoterms 2020, the Supplier must take out insurance on behalf of IMAL. The level of insurance coverage (e.g. A, B, C of INSTITUTE Cargo Clauses) will be as indicated by IMAL.

3.11) Expenses and fees relating to the request for and issue of specified certificates of origin, free circulation, inspection, insurance and customs export operations will always be borne by IMAL, unless otherwise agreed. The Supplier will be obliged to declare the origin of the goods by signing a specific document or in another manner that

complies with customs regulations, with the specific indication "made in" or any preferential origin of the same.

4. PRICES AND PAYMENT

4.1) The price of the Products will be agreed upon in each Purchase Contract.

4.2) Unless otherwise agreed, the prices are understood to be with "delivered at IMAL" (DAP Incoterms 2020) and include packaging.

4.3) The prices are understood to be fixed and invariable unless otherwise agreed in writing. In particular, the Supplier may not change the prices of the Products, and charge invoicing or other additional costs not specifically agreed upon by the parties, in the event of an increase in the cost of the raw materials and/or labour and/or anything else necessary for the manufacture of the Products.

4.4) The payment deadlines for the Products shall be agreed upon in each Purchase Contract. Payment is in any case subject to the issue, presentation and control of the relevant invoice.

5. WARRANTY

5.1) The Supplier warrants that the Products comply with the purposes of IMAL. The Supplier shall be obliged to deliver to IMAL Products conforming to those contractually agreed, free from defects or malfunctions or non-conformities, suitable for normal use and/or the particular use for which they are intended, suitable for the particular use indicated by IMAL, conforming to the best rules of design or construction, manufactured in compliance with the applicable laws and regulations, administrative and judicial measures (including those

relating to the protection of safety, health, the environment, etc.) applicable or intended to be applied with reference to the Products in the countries for which the Products are intended to be marketed or used, according to what is known or knowable to the Supplier with ordinary diligence at the date of delivery of the Products. Violation of the provisions of 5.1 will result in a "Defect".

5.2) Notwithstanding the applicable statutory warranty provisions for defects and deficiencies pursuant to Articles 1490 et seq. of the (It.) Civil Code the parties agree that the warranty for defects provided by the Supplier, and provided in detail in Art. 5.6, shall have a total duration of 24 (twenty-four) months, starting from the delivery of the Products, unless the Purchase Contract envisages an operational inspection/test to verify and accept the Products in order to ascertain the suitability of the Product for the Purchase Contract, in which case the contractual warranty period shall start from the date on which such test are successfully concluded and IMAL accepts the supply.

5.3) The deadline for IMAL to report any obvious defects shall be 120 (one hundred and twenty) working days from the date of delivery of the Products to IMAL or, if IMAL resells the Product and is not the end user, from the date of delivery of the Products to the end customer (by IMAL or its resellers). Taking delivery and/or receipt and/or use and/or payment of the Products may not, under any circumstances, be construed as acceptance of any obvious defects (also during installation/dispatch of the Products to the building site).

5.4) The deadline for IMAL to report any hidden defects shall be 40 working days from discovery of the defect, fault, non-conformity or unsuitability.

5.5) In the event that third-party customers of IMAL discover the defect - whether obvious or hidden - the deadline of 120 (one hundred and twenty) days for the above-mentioned notification shall run from the date on which IMAL has actual knowledge of the defect.

5.6) In the event of defects, irrespective of the seriousness of the defect and the proportionality of the remedy, the Supplier must and IMAL will be entitled, at its discretion, to obtain:

(a) repair of the Products; and/or

(b) replacement of the Products; and/or

(c) the reduction of the price paid for defective or flawed Products; and/or

(d) the termination of the Purchase Contract, the consequent total exemption from the payment of the consideration for the defective Products and the reimbursement of any amounts already paid in connection therewith; and/or (e) the termination of all Purchase Contracts in force between the parties; and/or (f) compensation for damages arising out of, or in any way connected with, the defect, including damages arising out of any recall campaigns.

5.7) The Supplier will carry out at its own expense the work under warranty requested by IMAL pursuant to this article 5, bearing all related costs, including the costs of handling, sorting, packaging, customs and transport of the Products, whether replaced or substituted, as well as labour costs. Furthermore, the Supplier undertakes, at no additional cost, to

directly assist IMAL and to intervene under warranty also at the premises of IMAL's end customer.

5.8) IMAL will have the right to repair and/or replace the defective Products independently or with the assistance of third parties if, in its sole discretion, the Supplier is not able to perform the work within a timely period indicated by IMAL but no later than 5 (five) working days. The Supplier will reimburse IMAL for the costs reasonably incurred for such work. Work performed by IMAL or third parties appointed by it will in no way release the Supplier from its warranty obligations, which will remain valid and binding in accordance with the provisions of this Article 5. If IMAL decides to repair or replace the Products independently or with the assistance of a third party, the Supplier undertakes to offer IMAL its utmost cooperation in order to enable IMAL to complete such repair and replacement, providing IMAL with all necessary information, materials or documentation. If the Products are replaced by IMAL or by a third party, the Supplier will be subject to a penalty (without prejudice to compensation for greater damage) of EUR 500 for return transport costs relating to the retrieval of the Product from IMAL's end customer.

5.9) The Parties agree that if IMAL claims a defect in the Products, irrespective of the seriousness of the defect and the proportionality of the remedy, IMAL may suspend payment of the defective Products and other Products relating to further Purchase Contracts in force between the Parties.

5.10) IMAL may retain and offset the sums claimed from the Supplier by way of damages against any sums owed to it for supplies, even if IMAL's

claim is not certain, liquid and collectable.

5.11) The Supplier guarantees the availability of original spare parts for a period of 10 (ten) years from delivery. In the event that the Supplier is not able to supply original spare parts for this period, the Seller must inform IMAL in writing with 6 (six) months' notice and give IMAL the opportunity to place a last order with respect to such spare parts, without prejudice to the Supplier's commitment to always procure spare parts with the same functional and quality characteristics as the original spare parts for a period of 10 (ten) years.

6. RIGHTS OF SUSPENSION, COMPENSATION, WITHDRAWAL AND TERMINATION

6.1) IMAL has the right to suspend performance of the Purchase Contract and any other Purchase Contract in force between the parties if the Supplier fails to fulfil the following obligations: 3.1, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 5.1, 5.6, 5.7, 5.8, 5.11, 7.1, 7.2, 7.3, 7.4, 8.1, 8.2, 8.3, 9.1, 10.1, 12.1.

6.2) In addition to the statutory rights of withdrawal and termination, IMAL is entitled to terminate, on the basis of Art. 1456 of the (It.) Civil Code, the Purchase Contract early and with immediate effect, without notice, for serious breach of contract attributable to the Supplier, in the event that the Supplier is guilty of even one of the following breaches:

- (a) the Supplier has blocked the supply to its customers;
- (b) the financial/equity conditions of the Supplier are or are likely to be deeply/strongly impaired, thereby jeopardising the supply commitment to IMAL;

(c) the Supplier has become insolvent or is in a situation of over-indebtedness, is the subject of a petition for bankruptcy, settlement or other insolvency procedure or debt restructuring;

(d) the Supplier has not fulfilled its obligations under Articles 3.1, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 5.1, 5.6, 5.7, 5.8, 5.11, 7.1 8.1, 8.2, 8.3, 9.1, 10.1.

6.3 IMAL has the right to offset its own debts to the Supplier.

7. EQUIPMENT AND MATERIALS SUPPLIED BY IMAL

7.1) The equipment and materials that IMAL makes available to the Supplier for the performance of the supplies will remain the exclusive property of IMAL. The Supplier is liable for any damage, destruction or loss of such equipment and materials.

In connection with the aforementioned equipment and materials, the Supplier is obliged to:

(a) register and mark them as owned by IMAL;

(b) keep and use them with the utmost care and take steps for their regular maintenance at its own expense;

(c) not transfer them outside its premises except as authorised in advance by IMAL;

(d) not transfer them to third parties for any reason whatsoever, nor use them as collateral;

(e) not use them or allow them to be used other than for the fulfilment of IMAL's orders, even after termination of the supply relationship, and in any case not manufacture and/or transfer to third parties for any reason whatsoever, either directly or indirectly, for use in production or for spare parts, parts designed or produced using them, unless

expressly authorised in writing by IMAL;

(f) comply with the instructions to be provided by IMAL on their return, scrapping or storage upon termination of the supply relationship of the part for the production of which said equipment is used.

8. CONFIDENTIALITY

8.1) The Supplier will keep all commercial and technical information made available by IMAL (including data that can be learned from objects, documents, or software and any other information or experience), as well as the results of the work carried out under the Contract, except to the extent already in the public domain, confidential with respect to third parties. The information will be made available only at the Supplier's premises to those persons who need to know it for the purposes of supplies to IMAL. Such persons must undertake to maintain its confidentiality. The information is the exclusive property of IMAL and may not be duplicated or used commercially - except for deliveries to IMAL - without IMAL's prior written permission.

8.2) At IMAL's request, all information disclosed by IMAL (including copies or recordings, if any) and the goods and tools given by IMAL to the Supplier must be immediately returned or demonstrably destroyed. All rights to this information are reserved by IMAL (including industrial and intellectual property rights). This reservation will also apply to information provided by third parties.

8.3) With regard to technical and commercial information received by IMAL in connection with the

Contract, the Supplier's confidentiality commitment will continue even after the performance and conclusion of the Contract until and to the extent that such information becomes public knowledge for reasons not attributable to the Supplier, or if IMAL waives the confidentiality commitment in writing.

9. APPLICABLE LAW AND JURISDICTION

9.1) These GTCP and all sales performed in accordance with them shall be understood to be governed by and construed in accordance with Italian law.

9.2) Clause applicable to Italian Suppliers (with registered office in Italy): the Court of Modena will have exclusive jurisdiction over any dispute relating to these GTCP and/or inherent to offers, orders, confirmations and/or the Purchase Contracts.

Clause applicable to foreign Suppliers (based outside Italy): any dispute inherent to, arising out of or connected with (including, without limitation: interpretation, validity, execution, enforceability, breach or termination) these GTCP and/or inherent to offers, orders, confirmations and/or Purchase Contracts, including any dispute of an extra-contractual nature or in any case relating to intentional or negligent torts, will be referred to and settled by a sole arbitrator in accordance with the Rules of the Milan Chamber of National and International Arbitration and Italian arbitration law. The seat of the arbitration will be Milan (Italy) and the hearings will take place in Milan (Italy).

The language used in the arbitration proceedings will be Italian. The

parties will not have the right to bring an action before the national courts to settle any dispute referred to in this article without prejudice to the unconditional right, solely in favour of IMAL, to bring an action as plaintiff before the ordinary courts at the place where the Supplier has its registered office.

10. MISCELLANY

10.1) Non-assignability of the credit
The Supplier will not be entitled to assign any of its credits against IMAL to third parties without IMAL's prior written consent.

10.2) Right of verification and inspection
IMAL will have the right to carry out, directly or indirectly, inspections and checks on the production process of the Products in order to ascertain full compliance with the provisions contained in the Purchase Contract and in these GTCP.

To this end, the Supplier hereby undertakes to allow IMAL to carry out inspections at any time, directly or indirectly, subject to prior notice of at least 48 (forty-eight) hours, also through third parties appointed by IMAL itself, at the Supplier's premises and, in general, at any other place owned by the SUPPLIER or by third parties where the Products are located. During the inspections, IMAL may perform and/or instruct others to perform tests or surveys of any kind on the Products and the raw materials used.

10.3) Waivers

Should one of the Parties fail to exercise any of the rights or options reserved to it under the Purchase Contract and/or these General Terms and Conditions, such conduct may not be deemed a waiver of such right or option nor shall it preclude

such party's possibility of subsequently asserting such rights or options, or any other rights or options envisaged by the Purchase Contract and/or these GTCP.

10.4) Further remedies

The rights and actions envisaged by law in favour of IMAL will in no way be limited by the remedies, rights, actions and anything else expressly provided in favour of IMAL in these GTCP.

10.5) Force Majeure

A party will not be liable for any non-performance or delay in the fulfilment of its obligations under the Purchase Contracts in the event of supervening impossibility of performance, i.e. in cases where the party's compliance with the Purchase Contract is prevented solely by unforeseeable events beyond its control ("Force Majeure"). The party affected by the Force Majeure event will inform the other party within ten (10) days after the occurrence of such Force Majeure event. No later than seven (7) days after such notification, the parties will meet to discuss the status of the situation and the action to be taken. The time limit for the fulfilment of the obligations will be extended accordingly. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by the Force Majeure event. If the Force Majeure event in question continues for a continuous period exceeding one (1) month, IMAL may terminate the Purchase Contract in whole or in part. The Supplier may fully terminate the Purchase Contract only if the Force Majeure event in question continues for a continuous period exceeding ten (10) months. Pursuant to and for the purposes of Articles 1341 and 1342 Civil Code, the

Supplier declares that it has read and expressly accepts, at the bottom of this page, the following articles: 1.3, 2.3, 3.4, 3.5, 3.7, 3.9, 4.3, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 7.1, 8.2, 8.3, 9.1, 9.2.