

**General Terms and Conditions of Purchase of Landi Renzo Group
(Goods and Services)**

1. GENERAL PRINCIPLES

1.1 These general terms and conditions of purchase, which can be freely consulted, downloaded, and printed at any time via the website landirenzogroup.com/wp-content/uploads/2025/10/GTC-Landi-Group-General-Condition-English-rev-02.pdf (the "**Conditions**"), are an integral and essential part of all contracts and orders of LANDI RENZO S.p.A. or any company directly or indirectly controlled by or affiliated with it for the supply (a) of products whose manufacture, processing, or supply is commissioned by LANDI RENZO S.p.A. or any company directly or indirectly controlled by or affiliated with it (hereinafter "**Buyer**") to any enterprise or entity (hereinafter "**Supplier**"), or (b) of other products or services indicated in orders issued by the Buyer in favor of the Supplier.

1.2 The acceptance by the Supplier, in any form, of each order from the Buyer or the signing of each supply contract implies the automatic application of these Conditions, unless otherwise agreed in writing between the Parties (the Buyer and the Supplier jointly referred to hereinafter). It is understood that in the event of a conflict between one or more provisions of these Conditions and one or more provisions of the specifications and/or technical supply terms agreed between the Parties, the latter shall prevail. Any amendments or additions to these Conditions will be valid only if accepted in writing by both Parties. These Conditions take precedence over any different clause or provision in the Supplier's general sales conditions, which shall not apply to orders or contracts governed by these Conditions and may not be modified in any way, except where such modifications have been specifically and previously approved in writing by the Buyer.

1.3 The Buyer may update, modify, or integrate these Conditions at any time, which will apply to orders accepted by the Supplier after the revised Conditions have been communicated in writing to the Supplier or published on the Buyer's website and made accessible to the Supplier.

1.4 The Buyer, within the scope of its activities of (a) design, manufacturing, and marketing of LPG, methane, and hydrogen fuel systems and components for automotive applications, (b) collaboration with major automotive manufacturers (Original Equipment Manufacturer – OEM) and their suppliers (Original Equipment Supplier – OES), and (c) sales in the open market to independent installers (After Market – AM), requires continuous, uninterrupted, and timely supply of raw materials, components, semi-finished products, or finished goods that ensure high-quality and professional standards in order to (i) design, manufacture, and sell safe products and systems, (ii) pursue objectives for progressively reducing production costs, (iii) reduce the delivery times for raw materials and semi-finished goods used in its production process, and (iv) ensure compliance with its quality standards and delivery terms, especially for the demanding OEM and OES customers, who often enforce such conditions with severe penalty clauses.

1.5 The installation of components manufactured by the Buyer must also ensure compliance with technical-functional requirements, compatibility requirements, and quality standards required by the manufacturers of methane, LPG, and hydrogen systems for automotive applications, as well as by the aforementioned customers—particularly OEM and OES—towards whom, in the event of non-compliance or defects, thorough checks, withdrawals, and even market actions may be required, involving numerous restoration interventions.

1.6 Therefore, the Buyer requires the Supplier to guarantee that its products conform to the sample, also considering the functional requirements demanded by the Buyer and its customers.

1.7 The Buyer also needs reliable, timely, continuous, uninterrupted, accurate, and regular supplies and to rely on a partner with proven organizational and financial capacity, equipped with technologically and informatically up-to-date tools, capable of responding immediately and with the necessary flexibility to the Buyer's production needs.

1.8 By accepting each order from the Buyer or signing each supply contract, the Supplier declares that it possesses the aforementioned requirements and is capable of supplying the Buyer, according to the terms, conditions, and timelines established below, with the identified products, being informed and fully aware of the serious damage its non-fulfillment would cause to the Buyer.

2. EFFECTIVENESS OF EACH ORDER OR CONTRACT - SUPPLIER'S OBLIGATIONS

2.1 The effectiveness of each order or contract is conditional upon the Supplier's prior acceptance of these Conditions, even tacitly.

2.2 In the case of execution of the Buyer's order without the Supplier's prior acceptance of these Conditions, the supply relationship will still be governed by these Conditions once they have been transmitted to the Supplier or made accessible to them through reference to the Buyer's website before the execution begins. In the absence of execution or formal acknowledgment by the Supplier, the order will be deemed formally accepted without reservation starting from the 5th (fifth) working day after the communication of the order.

2.3 The Supplier is required to:

a) Manufacture products capable of achieving the results indicated by the Buyer;

b) Provide products in compliance with the technical and quality standards defined in the design drawings, supply specifications, and other requirements indicated by the Buyer in the purchase order. The Buyer assumes that the Supplier has understood and accepted all the conditions specified in the design drawings and is fully aware of the relevant standards and regulations. The Supplier is obligated to report any misunderstandings or interpretative uncertainties, under penalty of losing the right to raise objections later regarding the matter;

c) Verify the correspondence between the article code specified in the order and the design drawing, if already in the Supplier's possession, also checking its correspondence with the latest revision of the drawing;

d) Inform the Buyer in writing well in advance, at least 6 (six) months before implementation, or 12 (twelve) months before for OEM supplies, of any technical or process changes that need to be adopted for the supplied components, with the Buyer's right to accept or reject such changes and/or the timing for their execution and validation, especially for supplies intended for the OEM market, which may require longer lead times;

e) Interface with the Buyer's staff responsible for purchasing management and delivery scheduling, including using the electronic communication tools identified by them. To this end, the Supplier must appoint a reference person within their organization and communicate their details and contacts to the Buyer;

f) Allow the Buyer's staff to check the progress of its work, verify its status, and access all documentation related to the manufacturing of the products. Any irregularities found following these checks, if not rectified by the Supplier within 5 (five) working days from the written notice, will allow the Buyer to terminate the contract with the Supplier or apply the penalties set forth in these Conditions;

g) Provide, upon the Buyer's request (even verbally), information about the progress of the products and their technical details;

h) Promptly inform the Buyer of any issues or other impediments that may affect the timelines, quality, economic conditions, or any other established terms for the product's manufacture;

- i) Promptly inform the Buyer in writing as soon as the Supplier becomes aware that the products may not meet the Buyer's specifications;
- j) Provide immediate notice to the Buyer of any defects in the products;
- k) Provide the Buyer, within 3 (three) working days from the request, reliable quotes and technical data for the development of new products and offer all reasonable and necessary cooperation for any modifications or the development of new products or components;
- l) Equip itself with IT systems and an internet connection to ensure operational communication with the Buyer. It is expressly understood that communications sent by the Buyer via email, internet, or any other telecommunication means are deemed successful unless the Supplier proves the non-receipt due to connection interruptions or malfunctions not attributable to them;
- m) Adjust and modify its production to meet the Buyer's and its end customers' technical requirements and instructions, especially those of OEM and OES customers. The Supplier acknowledges and accepts that the production and supply of one or more items, even if subject to accepted orders, may be discontinued with very little notice if required by the Buyer's end customer (OEM or OES) and communicated to the Supplier in writing. In such cases, the Supplier must promptly execute the new written instructions provided by the Buyer, without cost or burden to the Buyer, unless specified in Article 9.1, and without any obligation on the Buyer to purchase remaining stock or obsolete items from the Supplier or reimburse investments made by the Supplier;
- n) Implement and apply adequate procedures and organizational, management, and control systems within its company structure, in accordance with legal provisions, aimed at preventing criminal offenses;
- o) Promptly inform the Buyer's Supervisory Body of any act, event, or behavior encountered in the performance of the contract that may constitute an offense under Legislative Decree No. 231/2001;
- p) Return to the Buyer, upon termination of the contract for any reason, in good condition and except for normal wear and tear, all molds, drawings, models, samples, and any other documentation, equipment, or machinery received from the Buyer or made specifically for the Buyer. In the absence of return and without prejudice to the prohibition on using such documents, equipment, and machinery, the Buyer will charge the Supplier for the costs incurred to replace them. Molds are presumed, unless proven otherwise by the Supplier, to be the property of the Buyer and must be returned to them, even before the termination of the order or contract, upon simple written request from the Buyer;
- q) Mark all goods received from the Buyer for the execution of the contract in a manner that makes third parties aware of their unavailability.

3. DELIVERY AND PERFORMANCE TERMS - PENALTY

3.1 The deadlines, locations, and delivery terms specified in the order or contract are essential for the Buyer and binding for the Supplier, who must ensure their full compliance. Therefore, any failure by the Supplier to adhere to these terms will result in the automatic termination of the order. In the event of delayed or non-delivery, regardless of whether the Buyer exercises the aforementioned termination right, the Buyer retains all other rights under the contract or by law in relation to the Supplier's non-performance and its harmful consequences. Early delivery by the Supplier must be agreed upon in advance with the Buyer. The Supplier must also strictly adhere to the operational requirements and timelines outlined in the "**Material Delivery Programs through Open Orders and Rolling Forecast (Scheduling)**" Agreement, as signed between the Parties, which is also subject to these Conditions.

3.2 Unless otherwise agreed in writing, delivery must be made at the Buyer's premises. All costs and risks related to transportation, including insurance and customs duties, will be borne entirely by the Supplier, until the moment of delivery in accordance with the terms above. The Supplier is also responsible for the suitability of containers and packaging for the supplied goods, without prejudice to the Buyer's right to request special packaging forms, provided there is prior agreement on the related costs.

3.3 The Supplier must comply with any written requests from the Buyer to modify the technical specifications or delivery conditions. Such modifications will not result in any changes to the prices or other terms and conditions of the supply.

3.4 In the event of any delay attributable to the Supplier beyond the agreed delivery date, the Buyer shall have, at its sole discretion, the option to: a) Notify the Supplier of the potential negative impact of the delay, with the reservation of charging the Supplier, if the delay is not resolved within 3 (three) working days, for all expenses and damages resulting from the delay, including, but not limited to, those arising from purchasing the ordered products from other suppliers;

b) Demand the execution of the order, in whole or in part, and apply a penalty of 2% (two percent) of the total value of the relevant supply for each day of delay in delivery, without prejudice to any higher damages. This penalty will be applicable retroactively from the first day of delay after the Parties' unsuccessful attempt to find a good-faith solution and, in any case, after 15 (fifteen) working days from the beginning of the negotiation for an amicable resolution. After 15 (fifteen) working days of delay, the Buyer will have the right to cancel the delayed order. Additionally, the Buyer is expressly authorized to deduct from the Supplier's invoices the damages and penalties for the delay;

c) Immediately terminate the order by operation of law under Article 1456 of the Civil Code, through simple written notification to the Supplier, with the Buyer having the option to maintain the validity of the "**Material Delivery Programs through Open Orders and Rolling Forecast (Scheduling)**" Agreement, if signed between the Parties, and continue its application for future orders.

In any case, the right to compensation for any greater actual damages incurred remains.

3.5 The Supplier must (i) deliver products or services that comply with the technical specifications and/or supply specifications of the Buyer, (ii) properly package, label, mark, and ship the goods according to the Buyer's specifications, the requirements of the shipper, and the destination and/or transit country regulations, (iii) make the shipments according to the Buyer's instructions and in any case in a manner that allows immediate and easy verification of the conformity of the shipped goods with those ordered, (iv) provide the Buyer with a shipping document for each shipment, indicating the contract/order number and shipment date, (v) promptly send all transportation documents and any other documents that are necessary or reasonably requested by the Buyer. The Supplier will be responsible for any damages arising from delays, loss, or damage due to deficiencies in marking, packaging, labeling, identification, shipment, or failure to comply with the above instructions.

In the absence of specific instructions, the Supplier is obligated to package and handle the ordered products in compliance with and in full accordance with applicable regulations, ensuring the integrity of the goods until their final destination, as well as the safety of the personnel involved in handling, transportation, and unboxing.

3.6 Under no circumstances may the Supplier suspend or delay the fulfillment of its obligations, particularly the manufacturing and delivery of the ordered products, except to raise issues of nullity, annulment, or termination. The above is justified by the Buyer's essential need for timely, continuous, and uninterrupted supplies from the Supplier.

4. CONTROLS – WARRANTY

4.1 The Supplier undertakes to carry out, prior to the delivery of goods and/or services, all necessary testing and inspections to ensure that the supply complies with the agreed technical specifications and best practices, including those related to the intended use of the goods or services (if such use is known or can be reasonably known by the Supplier).

4.2 The Buyer reserves the right to perform only random checks, or, in the case of the Supplier being admitted to a "free pass" regime, to perform no checks at all. However, this shall not in any way (i) constitute acceptance of the goods, (ii) limit the Buyer's rights in the event of defects or non-compliance of the supplies, (iii) determine any responsibility for the Buyer in relation to the use of the supplied goods within the Buyer's production/commercial cycle. The Supplier agrees to accept the results of any incoming goods inspections carried out by the Buyer.

4.3 The fact that the Buyer agrees to collect goods or services from third parties will not impose any inspection burden on the Buyer, and the Supplier remains responsible for carrying out the tests and/or inspections required by the specifications and/or the technical supply specifications and by this Article 4. Nor shall this create any contractual relationship between the Buyer and the third party from whom the goods or services are collected, even if the third party is tasked by the Supplier with a specific phase of production. The Supplier remains solely responsible to the Buyer for the conformity of the goods or services supplied according to the specifications and technical supply specifications.

4.4 Any inspection, if performed, does not involve the verification of compliance with RoHS or product standards. In this regard, the Buyer relies on the Supplier's conformity declarations and adherence to the obligations outlined herein, the non-compliance of which may be verified at any time, even after the finished product is placed on the market.

4.5 Given the nature of the products handled by the Buyer, the testing of the goods and services provided by the Supplier is always deferred to the final testing of the complex product in which the Supplier's goods and/or services are incorporated, without prejudice to the right to contest defects that may remain hidden and become apparent during the use of the complex product.

4.6 In the event that, during the inspection of the delivered goods, their quantity does not conform to the agreed amount, the Buyer shall have at its discretion, one or more of the following options:

- a) Accept the observed quantity difference, paying a price corresponding to the quantity of products actually delivered;
- b) Unless previously agreed tolerance levels are in place, reject the excess part of the supply, with the right to return the excess at the Supplier's expense and risk, or charge the Supplier for storage costs and handling fees if the Supplier does not immediately retrieve the excess;
- c) Require the Supplier to immediately ship the missing part of the supply, with any additional costs or expenses related to the immediate replenishment being borne by the Supplier.

4.7 The Supplier guarantees that the supply is free from defects, of good quality, and in general, that the goods and/or services provided fully comply with the Buyer's specifications, technical supply specifications, all other agreed technical specifications, best practices, and the relevant technical standards set forth in the Buyer's drawings or the Supplier's catalogs, unless otherwise requested by the Buyer in writing.

4.8 The warranty period is 24 (twenty-four) months from the delivery of the finished product incorporating the Supplier's product to the end customer of the Buyer, and Buyer must report any defects or non-compliance within 60 days from the actual discovery of the defect, unless a different and longer period is agreed between the Parties. Claims of non-compliance shall be deemed accepted by the Supplier if not disputed within 5 (five) working days after receiving the Buyer's written notice. Non-compliant or irreparable goods, at the sole discretion of the Buyer, will be returned to the Supplier at the Supplier's expense and risk, and will be delivered back to the Buyer's premises. In case of rejection of the goods, all costs for selection, packaging, storage, loading, and shipping will be borne by the Supplier.

4.9 The Supplier shall replace or repair the defective parts or the entire supply lot as quickly as possible, with the time frame to be determined on a case-by-case basis, and in any case, no later than ten (10) working days from the notification. This is without prejudice to the Buyer's right to quantify the damage suffered, including in relation to any recall campaigns initiated by the Buyer or actions taken by its customers regarding measures adopted to eliminate defects and reduce or mitigate the damage, and to request immediate compensation from the Supplier. All other legal rights of the Buyer remain unaffected (including the application of warranties with more favorable duration or content in the case of non-compliance/defects in the supplied goods and/or services).

As an alternative to replacing or repairing defective parts, the Buyer may, at its sole discretion:

- a) Reject the affected products or the entire batch to which they belong, at the Supplier's expense and risk, without requesting a replacement when it would not be useful to the Buyer;
- b) Request that the Supplier, at its own expense, select the defective components, or perform this selection at the Supplier's expense and risk if the Supplier has not done so within the required time frame;
- c) Recover the affected components, at the Supplier's expense and risk, through additional work in cases of urgency or if the Supplier is unable to replace them immediately, or in situations agreed between the Parties;
- d) Purchase replacement products from third parties or otherwise source substitute products, subject to any agreement with the Supplier, in case of urgent need for products that the Supplier is unable to replace in a timely manner.

4.10 The warranty period for repaired/replaced goods will be 24 (twenty-four) months from the date of repair/replacement.

4.11 The Supplier undertakes to implement and maintain (i) all necessary actions to ensure the traceability of each individual item of the supply, according to any reasonable requests from the Buyer, and in compliance with best practices, and (ii) all means and production and control processes necessary to ensure that the supplied products are, at all times, reliable, of adequate quality, and compliant with the technical specifications (drawings, standards, specifications, approved and/or registered samples, etc.).

4.12 The Supplier agrees to allow access to personnel designated by the Buyer to carry out inspections and checks on manufacturing and/or testing methods, by prior agreement with the Supplier.

4.13 Any dispute raised by the Buyer regarding defects, non-compliance, or non-performance shall not entitle the Supplier to suspend or delay the fulfillment of ongoing or scheduled supplies.

4.14 Components supplied or manufactured by the Supplier must meet the technical-functional requirements, compatibility specifications, and quality standards required by manufacturers of methane, LPG, and hydrogen systems for automotive use, as well as the Buyer's customers, particularly OEMs and OESs. In the case of non-compliance or defects, thorough inspections, withdrawals, and even direct actions in the market regarding a large number of corrective interventions may be necessary.

5. PRODUCT LIABILITY – INSURANCE COVERAGE FOR PRODUCT LIABILITY AND OTHER DAMAGES – INDEMNITIES

5.1 The Supplier guarantees, indemnifies, and holds the Buyer harmless from any liability, including towards third parties, for damages arising from defective products (i.e., damages to property or persons caused by the non-compliance or defects of a product supplied, processed, or manufactured by the Supplier). This includes any liability that may arise against the Buyer and/or Supplier from any third party, including the Buyer's OEM or OES customers as well as end-users, in relation to the non-compliance, defects, or unreliability of the supply.

5.2 The Supplier undertakes to maintain an insurance policy that adequately covers any liability for product damage (i.e., damages to property or persons caused by the non-compliance or defects of a product, including coverage for any recall actions, whether direct or indirect, or warranty repairs initiated by the Buyer due to such defects or non-compliance) that may arise for the Supplier against any third party, including the Buyer's OEM or OES customers, as well as end-users, in relation to the non-compliance of the supply. The policy must: (i) be issued by a reputable insurance company; (ii) have a coverage limit of no less than EUR 2,500,000.00 (Two million five hundred thousand Euros) per claim. The Buyer shall have the right, at any time and upon simple request, to receive a copy of the policy.

5.3 The Supplier shall also:

- (i) indemnify the Buyer against any actions or claims from third parties, as well as any costs or expenses the Buyer may incur due to actions and claims arising directly or indirectly from defects, non-compliance, or unreliability of the Supplier's goods or services;
- (ii) compensate the Buyer for all direct, indirect, and consequential damages incurred due to the defects, non-compliance, or unreliability of the Supplier's goods/services;
- (iii) reimburse the Buyer for any legal, procedural, or other costs incurred due to the defects, non-compliance, or unreliability of the Supplier's goods/services.

6. PRICING AND INVOICING – DOCUMENTATION – ASSIGNMENT OF RECEIVABLES

6.1 The price of individual products supplied or services performed is that specified in each order or contract, based on the list price agreed upon by the parties and in effect at the time the order is issued. The agreed prices may not be unilaterally changed by the Supplier, unless otherwise agreed in writing, on a case-by-case basis. In any case, any requests for price changes must be communicated by the Supplier with adequate notice and will be valid and binding for the Buyer only if expressly accepted in writing in advance by the Buyer.

6.2 The items shipped must always be accompanied by the delivery note (DDT) in accordance with DPR 472/96, or by the CMR document in the case of international supply, or by a regular invoice. The DDT, CMR document, and the invoice mentioned above must contain the following information: (i) the legal entity name, (ii) the code provided by the Buyer and description of the items, (iii) shipping date, (iv) order number and date (or, in the case of an "Open Order" or "Framework Agreement" the date of the supply plan), (v) quantity of items delivered for each code and their unit of measurement, (vi) number of packages and any other necessary details. In the event of incomplete or incorrect information on the invoice and/or the documentation accompanying the items shipped as per this Article 6, payment of the corresponding invoices will be suspended until the Supplier remedies the issue.

6.3 The Supplier is expressly prohibited from issuing promissory notes or drafts for payment of the supplies. It is also expressly agreed that the receivables arising from the supplies may not be subject to assignment, special mandates for collection, or any other form of delegation, unless with the prior written consent of the Buyer.

7. PAYMENT TERMS

7.1 Payments will be made in accordance with the methods and terms specified in the order, supply contract, or the Buyer's specifications and technical supply terms. The Buyer has the option to make payment contingent upon the Supplier's prior submission of the Unique Certification of Contribution Regularity (DURC) or any foreign equivalent document attesting the fulfilment by the Supplier of its contributions obligations, by making a written request 30 (thirty) days before the payment deadline. In case of non-fulfillment by the Supplier, the Buyer may suspend the corresponding payment until the Supplier has remedied the non-fulfillment, or, in the event of a dispute, until its validity has been judicially determined. Therefore, the Supplier cannot take action to recover the disputed credit, and no interest, including legal interest or that provided for by Legislative Decree 231/2002 and subsequent amendments, will accrue on the disputed and unpaid sums by the Buyer.

7.2 The Buyer will not pay for goods or services provided in excess or differing from the quantities and quality stated in the order/contract.

7.3 The Buyer may offset any credit owed to the Supplier, even if not yet liquid or due, including—by way of example and not limitation—the potential costs for the repair or direct replacement of defective or non-compliant goods or services not performed properly by the Supplier, as well as any price differences incurred to purchase or obtain the goods and services ordered from the Supplier that were not delivered within the agreed terms.

8. FORCE MAJEURE

8.1 The obligations of the Buyer and the Supplier arising from each order or supply contract governed by these Terms and Conditions will be considered suspended in the event of a force majeure occurrence. For this purpose, force majeure events are those that, at the time of order acceptance or signing of the supply contract, could not have been reasonably foreseen and are beyond the reasonable control of the Parties, preventing the fulfillment of obligations by one or both Parties. These events include, by way of example and not limitation: earthquake, lightning, flood, national industry strikes, lockouts, government injunctions, war (declared or undeclared), even involving third-party countries, riots, embargoes, international sanctions, trade restrictions, orders or prohibitions by Administrative Authorities, epidemics, pandemics, etc. In no case will the delayed or non-delivery by the Supplier's suppliers constitute force majeure. The Party wishing to invoke the suspension must notify the other Party, in writing, within 15 (fifteen) working days from the start of the event and subsequently inform the other Party of its cessation within 15 (fifteen) working days. The Party unable to fulfill its obligations will cooperate to the fullest extent with the other Party to minimize the harmful consequences. If the force majeure event persists for a period exceeding 6 (six) months, the Buyer reserves the right to terminate the contract without any further obligation, with the Supplier also being required to return any amounts already paid in relation to the unfulfilled supply.

9. CHANGES – WITHDRAWAL – CONSEQUENCES OF TERMINATION OF SUPPLY

9.1 The Supplier agrees to promptly comply with any written request from the Buyer to: (i) modify, in whole or in part, the characteristics of the products or parts subject to supply, notifying any price changes within 10 (ten) calendar days from receiving the modification request. Such modifications will not result in any changes to the prices or other terms of the supply unless the Supplier requests a

renegotiation of the supply conditions within 10 (ten) days from receiving the written modification request; (ii) cease the production or supply, in whole or in part, of the products or parts subject to supply. In such cases, the Buyer will only be obligated to bear the costs - unless otherwise agreed in writing - for the products or parts that are already completed or in process at the time the Supplier receives the Buyer's related notification. In no case, for the exercise of the rights provided by this clause, may the Supplier terminate the contract or (unless requested in writing by the Buyer, to which the Supplier must comply) interrupt or suspend the design, manufacturing, or delivery of the ordered products or parts.

9.2 The Buyer may revoke or cancel any order at any time and terminate the entire supply relationship with the Supplier if, at its sole discretion, it believes that the Supplier's guarantees or its ability to regularly fulfill the supply have been compromised. This is also the case if, in the Buyer's sole judgment, it considers the Supplier to be in a state of insolvency and/or economic difficulty that jeopardizes the regular performance of the supply and the Supplier's ability to provide adequate guarantees. The same applies if any enforcement proceedings are initiated against the Supplier, or if the Supplier is admitted to any insolvency proceedings.

9.3 In any case, the Buyer has the right to immediately terminate the orders already accepted or supply contracts in case of the Supplier's default that has not been remedied within 15 (fifteen) days from the formal written request for remedy issued by the Buyer.

9.4 In no event, even at the expiration or termination of the relationship with the Supplier, even if limited to one or more parts, unless otherwise agreed in writing between the Parties, will the Buyer be required or obligated to purchase from the Supplier any of its stock reserves or any goods purchased by the Supplier in anticipation of the continuation of the relationship with the Buyer. The Buyer will also not be obligated to reimburse the Supplier for any investments made in anticipation of the continuation of the relationship. Without prejudice to the foregoing, the Buyer reserves the right to assess, together with the Supplier, the purchase of any remaining stock, finished goods, semi-finished products, or raw materials, considering the product lead time, which will not exceed 3 (three) months for short lead time products and 6 (six) months for long lead time products.

10. EQUIPMENT AND TOOLING

10.1 The equipment (such as, by way of example and not limited to, molds, specific tools, control equipment, etc.) provided by the Buyer to the Supplier for the execution of the supplies or processing, or otherwise created by the Supplier or the Buyer for the same purposes, will remain the exclusive property of the Buyer. The Supplier is responsible for any damage, destruction, or loss of such equipment. In relation to the aforementioned equipment, the Supplier is required to:

- a) Register and mark it as the property of the Buyer in such a way as to inform any third party that the equipment belongs to the Buyer;
- b) Provide, if requested by the Buyer, adequate insurance coverage for fire, theft, vandalism, natural disasters, tampering, and other insurable risks of loss or damage;
- c) Safeguard and use the equipment with the utmost care and at their own expense provide for routine maintenance;
- d) Immediately inform the Buyer of any necessary extraordinary maintenance, replacements, or repairs, with the understanding that it will be the Buyer's decision whether to carry out such interventions, which will be at the Buyer's cost, unless these are due to improper use, negligence, or other causes attributable to the Supplier, in which case all costs will be borne by the Supplier;
- e) Not transfer the equipment outside their premises, except as necessary for the commissioned processing or supply and with the prior written authorization of the Buyer;
- f) Allow the Buyer's authorized personnel to inspect, during regular working hours, the manner in which the equipment is stored and used, as well as its condition;
- g) Not transfer it to third parties or dispose of it in any manner, nor use it as collateral;
- h) Not use or allow the equipment to be used except for the execution of the Buyer's orders, even after the termination of the supply relationship, and in any case, not produce and/or transfer to third parties for any reason, directly or indirectly, for use in production or for spare parts, any parts designed or produced using the equipment, unless expressly authorized in writing by the Buyer;
- i) Comply with the instructions provided by the Buyer regarding the return, disposal, or storage of the equipment at the termination of the supply relationship concerning the specific parts for which the equipment was used;
- j) Immediately return the equipment to the Buyer, in any case no later than 10 (ten) working days from the relevant event, in case of termination, withdrawal, or resolution of the supply relationship for any reason, or, outside of the aforementioned cases, upon simple written request from the Buyer. Failure to do so will result in the Supplier being charged, including by offsetting against its receivables (Art. 7.3), the expenses incurred by the Buyer for the replacement of the equipment not returned.

10.2 The provisions of the preceding Article 10.1 shall also apply—unless there is clear incompatibility—to the raw materials, semi-finished products, and/or any other type of material or goods entrusted by the Buyer to the Supplier for processing or otherwise for the execution of a supply relationship governed by these Terms.

CONFIDENTIALITY OBLIGATION – INDUSTRIAL PROPERTY

11.1 Throughout the duration of the supply relationship and for 5 (five) years after its termination, the Supplier shall keep confidential, with respect to third parties, all commercial and technical information made available by the Buyer (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 achieved under the contract, unless already public knowledge, and shall refrain from using such information in any manner other than that necessary for the execution of the Buyer's supply orders. The information shall be made available only to those individuals who need it for the supplies to be made to the Buyer. These individuals must commit to maintaining confidentiality. The information is the exclusive property of the Buyer and may not be duplicated or commercially used—except for deliveries intended for the Buyer—without the prior written authorization of the Buyer. Upon the Buyer's request, all information communicated by the Buyer (including copies or records, if any), as well as goods and tools provided by the Buyer to the Supplier, must be immediately returned or proof of destruction provided. All rights to such information are reserved to the Buyer (including industrial and intellectual property rights). This reservation shall also apply to information provided by third parties.

11.2 The Supplier acknowledges, in any case, the full intellectual property rights of the Buyer in relation to (i) the technical and/or commercial information and all documentation transmitted by the Buyer to the Supplier for the execution of each order or supply contract governed by these Conditions, or which the Supplier has learned independently for the same purposes, and (ii) solutions, results, works, or processes to which the Supplier has arrived through the use of information provided by the Buyer, which shall therefore be considered as executed on the Buyer's commission. If the conditions for the purchase of full and exclusive ownership by the Buyer are not met, the Supplier hereby grants the Buyer, free of charge and in perpetuity, the right to use such solutions, results, works, or processes.

11.3 The supply relationship does not grant the Supplier any intellectual property rights or license to use the aforementioned information or results, except to the extent strictly necessary for the execution of the supplies. In light of the above, the Supplier commits, following the termination of the relationship (for whatever cause) (i) to immediately return the aforementioned technical documentation to the Buyer, and (ii) not to disclose such information to third parties or use it in any manner, until it becomes public knowledge through causes not attributable to the Supplier.

The Supplier acknowledges that the confidentiality obligation is even more stringent due to the fact that such information, considering the Buyer's listing on a regulated market, may constitute inside information as defined under Article 181 of Legislative Decree No. 58 of February 24, 1998, as amended from time to time. The Supplier will also be responsible for the actions of any third parties it engages to manufacture or supply the products or parts thereof.

11.4 In relation to the aforementioned information, documentation or results, the Supplier, even after the termination of the supply relationship, is also required to:

- i) Mark them as the property of the Buyer, where the Buyer has not already done so;
- ii) Not apply for patents or any other industrial property rights based, even partially, on such information, documentation or results; any patents applied for must be assigned to the Buyer free of charge and with exclusive ownership;
- iii) Not produce for third parties or have third parties produce, for any reason, directly or indirectly, for use in production or as spare parts, any parts designed and produced using such information/documentation/results, unless authorized in writing by the Buyer;
- iv) Impose and ensure, assuming direct responsibility also under Article 1381 of the Civil Code, compliance with the obligations arising from this Article 11 on any third party cooperating with them to whom the Buyer has authorized the transmission of such information/documentation/results in the execution of the order.

12. USE OF PATENTS

12.1 The Supplier expressly indemnifies the Buyer from any recourse and/or burden in relation to any patents or other intellectual property rights that the Supplier deems appropriate or necessary to use in the production of the components subject to any supply relationship governed by these Conditions.

12.2 When producing for the Buyer or supplying them with a product or its component, the Supplier is required to inform the Buyer in advance, in writing, if and by which industrial property rights the product or component is covered. Failure to provide prior notice by the Supplier will be considered as a waiver of any industrial property rights the Supplier may have against the Buyer and any suppliers entrusted by the Buyer to produce the product or component on its behalf.

13. COMMUNICATIONS

13.1 Any communication exchanged by the Parties in the execution of any supply relationship governed by these Conditions must reference the order or contract number (or, in the case of an "Open Order" the supply plan date) and must be sent to one of the respective addresses indicated on the front page of the order/contract (or in the "Open Order" letter), including any email address of each Party, or to another address later notified in writing by one Party to the other. This is without prejudice to any provisions to the contrary contained in these Conditions or in the Technical Specifications/Supply Terms.

14. EXPORT CONTROL AND CUSTOMS

14.1 The Supplier is required to inform the Buyer of any requirements related to export licenses (re-exportation) of the products according to Italian, European, or non-European export control laws and customs regulations. The Supplier must also inform the Buyer of the export control laws and customs regulations applicable in the country of origin of the products. Therefore, at least in offers, order confirmations, and invoices, the Supplier must provide the following information regarding the goods or services:

- a) Country of origin (country of origin) of the products and their components, including technology and software;
- b) Customs tariffs for the products;
- c) Contact person within the company available, upon request, to provide further information.

Additionally, upon request by the Buyer, the Supplier must also indicate:

- e) ECCN (Export Control Classification Number) for US goods (including technology and software) according to the US Export Administration Regulations (EAR);
- f) Any transport of products within the US territory, any manufacturing or storage of products in the US, and any manufacturing of them with US technology;
- g) Any additional data/information regarding foreign trade related to the products, their components, and processing in written form, and will inform the Buyer of any changes made to such data promptly and in any case before delivery to the Buyer.

15. SOCIAL RESPONSIBILITY AND ENVIRONMENTAL PROTECTION

15.1 The Supplier must comply with the laws concerning employee treatment, environmental protection, and health and safety in the workplace and must strive to eliminate or at least minimize the negative impacts of its activities on humans and the environment. Furthermore, the Supplier must comply with the Code of Ethics and the Organizational, Management, and Control Model of the Landi Renzo S.p.A. Group, of which the Buyer is a part, as per the version available on the website <https://landirenzogroup.com/en/social-responsibility/ethical-code/> ensuring that neither its directors, employees, collaborators, nor suppliers engage in any conduct that is contrary to the guidelines or that could lead to the commission of any crime referred to in Legislative Decree 231/2001. The Supplier will also be responsible for the actions of any third parties it engages in the production of the products or supply of ordered services. The Supplier must also promptly inform the Supervisory Body of the Landi Renzo Group of any act, fact, or conduct encountered in the execution of the order or contract that could constitute an offense under the mentioned Legislative Decree 231/01.

15.2 The Supplier declares (i) that it is aware of the contents of Legislative Decree 231/2001, (ii) that it has reviewed the Code of Ethics and the Organizational, Management, and Control Model of the Buyer, (iii) that it has been informed that the official website of the Buyer always provides the updated texts, (iv) that it will continue to act in accordance with the provisions of the Code of Ethics, the aforementioned Model under Legislative Decree 231/2001, and any other relevant regulations, aware that this is an essential condition for the initiation and continuation of the relationship.

15.3 The Buyer's Code of Ethics is published on the website <https://landirenzogroup.com/en/social-responsibility/ethical-code/> while the General Part of the Organizational, Management, and Control Model is provided upon request by the Supplier. The Supplier guarantees

compliance with the Code of Ethics, which is an essential requirement for all business relationships with the Buyer. By signing or otherwise accepting these Conditions, the Supplier declares to have reviewed, fully understands, and accepts the Code of Ethics. The Buyer has the right to request from the Supplier all information and documents related to activities under the contractual relationship, necessary to verify reliability and compliance with the principles in the Buyer's Code of Ethics. If agreed upon, the Buyer may also verify and/or monitor the execution of the activities and request copies of the relevant documentation.

15.4 The Supplier guarantees compliance with the "prohibition on the exploitation of workers" indemnifying the Buyer from any liability in this regard. The Supplier also guarantees compliance with all applicable industry regulations, particularly regarding:

- Labor law obligations, remuneration, and social security treatment of the workforce according to collective agreements of their sector;
- Payment of wages that are in line with national/territorial collective agreements and proportionate to the amount and quality of work performed;
- Work hours regulations (e.g., respecting rest periods, weekly rest, mandatory leave, vacation, etc.);
- Health and safety and hygiene regulations in the workplace;
- Labor condition requirements (prohibition of degrading surveillance methods and living conditions);
- Recruitment obligations (prohibition of employing minors).

15.5 If the Supplier or its collaborators violate the Code of Ethics, the Buyer may terminate any order and/or the entire supply relationship with the Supplier by sending a communication via ordinary or certified email. The termination will take effect immediately from the date of receipt of the communication. The Buyer may also seek compensation for any damages incurred.

15.6 Orders and/or the entire supply relationship may be terminated under Article 1456 of the Italian Civil Code, based on the Buyer's communication, if a crime provided for by Legislative Decree 231/01 and its subsequent amendments and integrations is committed, even if unrelated to the Buyer, and confirmed by a final judgment or after the application of a penalty under Article 444 of the Italian Criminal Procedure Code, as well as in the case of the imposition of prohibitive sanctions under the decree or preventive measures.

15.7 In any case, when a criminal proceeding is opened against the Supplier for crimes relevant under Legislative Decree 231/2001 and/or for its legal representative and senior/subordinate figures in connection with their roles, as well as for the application of preventive measures under Legislative Decree 159/2011, the Buyer must be immediately informed. The Buyer will then have the right to terminate any order and/or the entire supply relationship with the Supplier.

16. GOVERNING LAW AND JURISDICTION

16.1 These Conditions, as well as any order, supply contract or relationship to which these Conditions apply, are governed by Italian law.

16.2 For any dispute related to the interpretation, execution, or termination of orders, contracts or relationships to which these Conditions apply, as well as the interpretation and application of these Conditions, the exclusive jurisdiction shall be that of the Court of Reggio Emilia, Italy. In partial derogation from the above, the Buyer may, at its discretion, act before the Court of the location and jurisdiction where the Supplier has its registered office or other offices or warehouses.

17. MISCELLANEOUS

17.1 These Conditions, supply orders, and any supply plans, as well as the clauses contained in the attachments to the Conditions and/or orders, represent a complete agreement between the Buyer and the Supplier and supersede any previous agreements regarding the supply relationships between the Parties.

17.2 Outsourcing the full or partial execution of the supply must be authorized in writing by the Buyer, provided that the Supplier remains directly responsible for the proper execution of the work, possibly jointly and severally with the subcontractor, including any related damages.

17.3 If one or more provisions of these Conditions or individual contracts concluded in accordance with them are found to be invalid or ineffective, the Conditions and/or the aforementioned contracts shall remain valid as a whole, and the Parties shall agree to negotiate in good faith to replace the invalid or ineffective provisions with valid and effective provisions that are as similar as possible.

17.4 The Parties mutually acknowledge that they have thoroughly examined, discussed, and approved each individual point of each article of these Conditions