

GENERAL PURCHASE CONDITIONS OLPIDURR

Subject to management and coordination activities by DÜRR Systems AG

ART.1) CONTRACTUAL REGULATIONS

- 1.1) These general purchase conditions, unless explicitly agreed otherwise in writing, govern all current and future relationships between the parties. The Supplier's general conditions will not apply to these relationships unless expressly accepted by us in writing. However, in such cases, unless explicitly waived, they will not exclude the effectiveness of these general conditions, with which they must be harmonized.
- 1.2) Adherence to these general conditions, as well as the conclusion of subsequent contracts governed by them, does not imply, unless otherwise agreed in writing, the granting of any exclusivity to the Supplier.

ART.2) FORMATION OF THE CONTRACT

- 2.1) The obligations arising from this order will be binding on us subject to the Supplier's acceptance of our general purchase conditions. For this purpose, acceptance already given in previous relationships between the parties shall be considered valid.
- 2.2) Only orders placed in writing will be valid, including those sent by fax or email, subject to the obligations of the Buyer as indicated in the previous point 2.1. The order, even if sent by fax or email, is considered fully accepted in all its parts by the Supplier, unless the Supplier communicates any changes in writing within 2 working days of receipt. Formal written acceptance of the order is, in any case, a necessary condition for the initiation of payment procedures.

ART.3) DELIVERY TERMS

- 3.1) It is our essential requirement that the individual components of the systems to be prepared for our customers are delivered to us within the agreed terms to avoid delays in assembly and commissioning of the systems or storage issues. In case of non-compliance with the agreed delivery terms, the buyer shall consequently have the right to:
 - a) If the delivery is earlier than agreed, the payment terms will still commence from the contractually fixed date;

b) If delayed, the terms will commence from the new delivery date, and the payment will be further postponed by the period equivalent to the days of delay that resulted in the supply of the system by OLPIDURR to its customers. Additionally, the buyer will apply a penalty of 0.5% of the total supply amount for each consecutive day of delay beyond the fixed completion date, up to a maximum of 5%.

3.2) The buyer shall have the right, if the delay in the delivery of the ordered item exceeds 30 days, unless expressly agreed extensions or the occurrence of force majeure, to consider the contract terminated, without prejudice to compensation for damages, and to seek the purchase of the item elsewhere with the consequences provided for in Article 1516 of the Civil Code. As a guarantee against serious non-compliance by the Supplier, payments may be suspended, not only for the present order but also for previous and overdue invoices. In the case of orders consisting of multiple items, the invoicing of the mentioned goods can only be carried out upon the complete fulfillment of the order itself. All partial invoices must be authorized by us. In the case of unauthorized partial invoices by OLPIDURR, the payment terms will commence from the settlement of the order.

3.3) In the case of materials delivered in excess of the ordered quantities, they will be returned, free of charge at our facility, to the supplier who can collect them at their own expense with 2 working days' notice. If it is not possible to return the excess materials because they have already been delivered to the OLPIDURR customer or are otherwise no longer traceable, OLPIDURR will not accept any charges for the aforementioned materials.

Art 4) TRANSPORT

The risk of transport will be borne by the Seller until the supplied products, subject to this order, are fully available to OLPIDURR or the recipient designated by OLPIDURR. If transport and packaging costs are not included in the supply, the products must still be carefully prepared by the Seller.

Art.5) DEFECTIVE SUPPLIES - WARRANTY PERIOD

5.1) If, during the warranty period of twenty-four (24) months from delivery, defective parts are found among the supplied products, reported by the Buyer within 15 days of discovery, even by fax, telegram, or email confirmed by registered letter (even if received by the Seller beyond this limit), the Buyer shall have the right to request the replacement or repair of the defective component and/or to proceed directly in urgent cases,

if the Supplier is unable to promptly arrange for this. In such cases, the Buyer's right to compensation for damages resulting from the delayed use of the defective product shall remain unaffected, except for the return to the Seller, upon request, of the replaced part.

- 5.2) In the case of defects or faults in the supply, immediately detected at the Supplier or upon "arrival acceptance" at OLPIDURR, OLPIDURR will notify the Supplier of the non-conformity and, if deemed necessary, will carry out corrective actions, charging the Supplier for the incurred costs.

ART 6) TERMS AND CONDITIONS OF PAYMENT

- 6.1) Payments can be made under the established conditions only upon issuance of an invoice, authorized according to our internal procedures, which includes all the details and references related to the written order issued by the Buyer. In the case of urgent supplies executed before the written order is received by the Supplier, the Supplier may request such data from the Buyer via fax or email.
- 6.2) The Buyer shall have the right to withhold 10% of the invoice amounts until the defects found in the supply are eliminated.
- 6.3) Automatic credit assignment procedures are not allowed. These can only occur following written authorization from OLPIDURR.

Art.7) SAMPLES, DRAWINGS, AND TECHNICAL DOCUMENTS

Any models and drafts related to the preparation of components ordered by us, and drawings prepared based on our instructions or owned by us and made available to the Supplier, may not be reused or made accessible to third parties by the Supplier. They must be returned immediately after the execution of the order, even without an explicit request from us. Violation of these commitments will entitle OLPIDURR to compensation for damages and, in any case, to the transfer in its favor of any benefits obtained by the Seller.

Art.8) EXCLUSIVITY AND CONFIDENTIALITY OBLIGATION

To ensure the necessary compliance with the exclusivity and confidentiality protocols adopted by OLPIDURR, the Supplier is required to sign the document called "Exclusivity and Confidentiality Agreement" attached to this order, which forms an integral and binding part of it. Failure to comply with it will result, in addition to the consequences provided therein, in the termination of the supply contract by law, with the consequent obligation to compensate for all related direct and indirect damages. In any case, the signature for acceptance of the order automatically implies acknowledgment and acceptance of the exclusivity and confidentiality agreement in all its parts.

Art.9) MANUFACTURER'S LIABILITY FOR DAMAGES TO THIRD PARTIES PURCHASERS OF THE SUPPLIED SYSTEM

The Seller indemnifies OLPIDURR from all damages to persons or property arising from the components supplied and installed by the Seller, including indirect or consequential damages, production losses, and lost profits recognized to the third party

Art.10) VALIDITY OF CLAUSES

If individual clauses of these purchase conditions are considered invalid or ineffective, the contracts concluded based on them shall be supplemented and interpreted as if they contained all the clauses that allow the essential purpose pursued by the agreement to be achieved in accordance with the Law.

ART.11 "SILICON-FREE".

Unless otherwise agreed, the Supplier undertakes to deliver components and supplies free of SILICON.

ART.12) COMPLIANCE WITH RULES, LAWS, AND REGULATIONS

12.1) The supplier undertakes to comply with all applicable laws, decrees, regulations, and standards of a general and/or exceptional nature regarding technical, administrative, insurance, social, fiscal, etc., matters or otherwise related to the activity in order. In the case of activities at OLPIDURR's customers,

the supplier is obliged to respect and comply with all the rules established within the Final Customer's property.

- 12.2) The Supplier undertakes to comply with all the rules and provisions of collective agreements, laws, and regulations on the protection, safeguarding, and assistance of workers, assuming all responsibilities arising from any non-compliance, and holding OLPIDURR harmless and indemnified.
- 12.3) The Supplier also declares that they regularly fulfill the payment of insurance and social security contributions due to various institutions (INPS - INAIL, etc.) for their personnel.
- 12.4) Where and when applicable, the Supplier shall comply with the provisions of Directive 2006/42/EC by issuing the relevant Declaration and documentation. Additionally, the Supplier shall provide OLPIDURR with a copy of the required Technical File. The original version of the Technical File may remain with the Supplier, who must indicate the responsible person on the EC Declaration as required by the Directive.

ART 13) JURISDICTION IN CASE OF DISPUTE

For any dispute arising from agreements made between the parties, the applicable law is that of the Italian Republic and the competent court is that of Milan. However, the Buyer shall have the right to take action at the Supplier's court. For any dispute, unless otherwise agreed, the official language for all legal documents shall be Italian.