

Steel & Machining Division

Via Filippo Da Desio, 81b/c
20832 Desio (MB) - IT
Tel. +39 02 90967025
E-mail: mms@mms-moulds.it

GENERAL TERMS AND CONDITIONS OF SALE

1. Subject matter

These General Terms and Conditions of Sale ("Terms") govern the sale of raw or processed steels ("Products") carried out by M.M.S. Moulds Machining Service S.r.l. or another company of the group (hereinafter the "Seller") to the Customer identified in the Order Confirmation ("Customer"). Any specific agreements shall prevail over these Terms, if approved in writing by both Parties.

2. Purchase procedure

2.1 Request for quotation

The Customer shall send to the Seller a written request containing, in a complete and detailed manner: type of material, grade, dimensions, quantity, any requested processing, treatments, tolerances, certifications, place and method of delivery, as well as any other technical specification necessary for the correct supply.

The Customer is the sole party responsible for the accuracy, completeness and suitability of the information and specifications provided, as well as for their compliance with the applicable legislation and the intended use. The Seller assumes no liability for errors, omissions or inaccuracies contained in the Customer's request.

Any requests for non-standard materials or processing may be subject to a preliminary technical and feasibility assessment, without this entailing any obligation for the Seller to issue a quotation or accept the Order.

2.2 Quotation

The quotation issued by the Seller is indicative only and non-binding, unless otherwise expressly stated in writing, and is valid for the period indicated therein.

Prices, availability and delivery times are subject to final confirmation and depend on the actual availability of raw materials, market conditions and production capacity at the time the Order is accepted.

The Seller reserves the right to propose equivalent or improved alternative technical solutions, as well as to adjust the quotation in the event of changes in the costs of raw materials, energy or other production factors occurring prior to the Order Confirmation.

Art. 2.3 – Preconditions for the commencement of processing

The Seller's obligation to commence the production or processing of the Products shall arise exclusively upon the existence of a complete, unambiguous Order Confirmation and free from technical inconsistencies with respect to the quotation. In the absence of such conditions, the Seller's obligation is not yet due and the running of the delivery terms does not begin.

In the presence of inconsistencies, omissions or non-compliant technical specifications, the Seller shall notify the Customer in writing of the discrepancies found. Where applicable, the delivery period shall recommence only from the date of the relevant written clarification.

2.4 Acceptance of the Order

The Order shall be deemed accepted and binding exclusively following the issuance by the Seller of the Order Confirmation ("Order Confirmation").

The final conditions, quantities and technical specifications of the supply are exclusively those indicated in the Order Confirmation, which shall prevail over any previous communication, negotiation or document of the Customer.

The Seller reserves the right to accept the Order partially or to make acceptance subject to specific conditions, including the request for guarantees or advance payments.

3. Delivery

3.1 Delivery terms

Any delivery dates and lead times indicated in the Order Confirmation are indicative only and non-essential, unless otherwise expressly agreed in writing.

The Seller reserves the right to make partial deliveries and to invoice the same proportionally.

In the event of a sale governed by **Incoterms** clauses, such as EXW or others expressly referred to in the Order Confirmation, the transfer of risks, costs and responsibilities shall take place in accordance with the Incoterms in force at the time the Contract is concluded. In the event of an EXW sale, delivery shall be deemed performed by making the goods available at the Seller's plant or warehouse.

3.2 Delays

The delivery period shall commence on the date of issuance of the Order Confirmation and, in any event, not before full receipt of any agreed advance payments, finalisation of the technical specifications and receipt of all documentation necessary for production.

Any delays due, by way of example and without limitation, to:

- unavailability or delays in the supply of raw materials, semi-finished products or energy;
- production difficulties, plant shutdowns or breakdowns;
- changes requested by the Customer;
- delays in the approval of drawings or specifications;

Steel & Machining Division

Via Filippo Da Desio, 81b/c
20832 Desio (MB) - IT
Tel. +39 02 90967025
E-mail: mms@mms-moulds.it

- force majeure or extraordinary events not attributable to the Seller;

shall not constitute breach and shall not entitle to any indemnity, compensation for damages or penalty, nor to the termination of the Contract.

3.3 Transport and collection

Transport shall take place as indicated in the Order Confirmation.

Where transport is borne by the Customer or takes place under an EXW clause, delivery shall be deemed completed by making the Products available at the Seller's premises; any risk shall pass to the Customer from the moment the goods are ready for collection, even in the event of failure to collect or delayed collection.

In the event of delay in collection attributable to the Customer, the Seller may:

- charge storage costs;
- invoice the goods in any case;
- transfer the Products to storage with third parties at the Customer's expense and risk.

Art. 4 – Verification, testing and acceptance procedure

4.1 – Verification upon delivery

Upon delivery or collection of the Products, the Customer shall immediately carry out the physical verification of: quantity, weight, integrity of the packaging and external conformity. Any visible discrepancies must be indicated on the transport document with a specific reservation. Failure to make written reservations on the transport document shall constitute certification of external conformity.

4.2 – Testing procedure

Within 10 (ten) working days from delivery, the Customer shall test the Products by verifying that the product characteristics conform to those indicated in the Order Confirmation, by means of examination carried out with reasonable skill and care and in accordance with good industry practice in the steel sector.

In the absence of written objection within the above term, the Products shall be deemed accepted by the Customer, with all related legal effects as to defects reasonably discoverable upon such testing.

4.3 – Defects not detectable upon testing

For defects not detectable with the testing referred to in clause 4.2, the Customer shall notify them in writing to the Seller immediately and in any case within 8 days from the moment it acquires objective certainty thereof, indicating the batch, the defect found and the available technical documentation.

For defects that emerge during processing, the notification must take place upon the immediate emergence of the defect. In any case, the Customer shall immediately suspend the processing of the disputed Products and allow the Seller to carry out any technical verification; failing this, acceptance shall be deemed completed also for latent defects.

4.4 – Effects of acceptance

Acceptance — expressed by means of a Certificate of Conformity, tacit by expiry of the testing term without objections, or consequent upon the continuation of processing — shall produce the effects provided by law with regard to acceptance of the goods sold, including the release of the Seller from any liability for defects reasonably discoverable upon reasonable inspection/testing.

5. Prices and Payments

5.1 Prices

The applicable prices are exclusively those indicated in the Order Confirmation and are exclusive of VAT, taxes, duties, transport costs, packaging, insurance and any other ancillary charge, unless otherwise agreed in writing.

Any changes requested by the Customer relating to specifications, quantities, processing or delivery times shall entail automatic adjustment of the price and the terms.

5.2 Payment terms

Payment shall be made within the terms and in the manner indicated in the Order Confirmation, without any possibility of set-off, reduction or suspension, even in the event of disputes or claims (solve et repete (pay first, dispute later)).

Payment shall be deemed made only upon the actual crediting of the sums to the Seller's account.

In the event of delay in payments, the following shall accrue automatically, without the need for a notice of default:

- default interest pursuant to Legislative Decree No. 231/2002 or, if applicable, at the maximum rate permitted by law;
- an amount equal to the actual recovery costs, without prejudice to greater damages.

Any agreement by the Seller to deferred payment terms is granted on the condition that the Customer complies strictly with the agreed due dates. The deferred payment terms shall be automatically revoked and all outstanding amounts shall become immediately due and payable on demand upon the occurrence of any delay in the payment of sums due under this Contract or any other relationship between the Parties, without this constituting a unilateral amendment of the Contract, since it is an effect expressly provided for by this agreement.

Payment of the consideration constitutes an autonomous and independent obligation with respect to any dispute relating to the

Steel & Machining Division

Via Filippo Da Desio, 81b/c
20832 Desio (MB) - IT
Tel. +39 02 90967025
E-mail: mms@mms-moulds.it

quality or conformity of the Products. Any claims or disputes shall not affect the enforceability of the consideration and shall not suspend the obligation to pay at the agreed due dates. The Customer may assert its rights in judicial or out-of-court proceedings within the terms and in the manner provided for by these Terms, without this allowing the suspension or reduction of payment.

5.3 Retention of title

The supplied Products shall remain the exclusive property of the Seller until full payment of the price, interest and ancillary amounts.

Until such time, the Customer:

shall bear the risks of loss or damage to the Products;

- shall be required to keep them separate and identifiable;
- may not create pledges or security interests over the same.

In the event of breach, the Seller shall have the right to recover possession of the Products, without prejudice to the right to compensation for damages.

Art. 5.4 – Preconditions for the continuation of supplies

The continued supply of Products within subsequent Orders presupposes the regular performance of the Customer's payment obligations. In the event of non-payment at maturity, the Seller is not obliged to perform further deliveries until the overdue debt has been fully regularised, since the reciprocal nature of the Parties' obligations does not require the Seller to perform in the absence of the Customer's counter-performance.

6. Cancellations and Indemnities

6.1 Irrevocability of the order

The Order confirmed by issuance of the Order Confirmation is irrevocable for the Customer.

Total or partial cancellation of the Order is not permitted in the following cases:

- where production, transformation or processing of the Products has already commenced (including cutting, shaping, treatment, assembly or other preparatory activities);
- where the materials have been procured upon the Customer's specific request;
- where it concerns special, customised or non-standard productions;
- where specific costs have already been incurred for the execution of the Order.

In such cases, the Customer shall remain fully obliged to pay the agreed price.

6.2 Cancellation prior to commencement of activities

Any request for cancellation received prior to the commencement of production activities may be accepted exclusively subject to the Seller's written authorisation.

Also in such case, the Seller shall be entitled to full reimbursement of the costs already incurred and/or committed (including administrative, procurement, storage and financial costs), as well as to an amount by way of loss of profit equal to at least 15% of the value of the cancelled Order, without prejudice to greater damages.

6.3 Indemnity in the event of withdrawal or breach

Where cancellation occurs after the commencement of production activities or where materials have already been purchased, the Customer shall be required to pay:

- the full value of the Products already manufactured or under processing;
- the cost of the procured materials;
- any further direct or indirect cost incurred by the Seller;
- the lost industrial margin expected on the Order.

In any case, the Seller retains the right to retain any advances received by way of partial set-off, without prejudice to the right to greater damages.

7. Warranties

7.1 Seller's warranty

The Seller warrants exclusively that the Products comply with the technical specifications expressly indicated in the Order Confirmation and with the applicable regulations at the time of delivery.

The warranty is limited to manufacturing defects attributable to the Seller and is provided within the limits, terms and procedures set out in these general terms and conditions.

Unless otherwise agreed in writing, no further express or implied warranties are provided, including, by way of example, warranties of merchantability, fitness for a particular purpose or compliance with technical requirements not expressly agreed.

Any certifications, declarations of conformity or quality attestations refer exclusively to the indicated batches and do not constitute a warranty of result in relation to the final use of the Products.

Steel & Machining Division

Via Filippo Da Desio, 81b/c

20832 Desio (MB) - IT

Tel. +39 02 90967025

E-mail: mms@mms-moulds.it

7.2 Warranty exclusions

The warranty shall not apply in the following cases:

- improper or non-compliant use of the Products;
- processing, treatments or modifications carried out by the Customer or by third parties without the Seller's authorisation;
- failure to comply with technical instructions or with the normal rules of the art;
- normal wear and tear, dimensional tolerances, weight variations, surface oxidation or phenomena typical of steel materials;
- defects deriving from design, drawings or specifications provided by the Customer.

7.3 Customer's warranties and liabilities

The Customer is exclusively responsible:

- for the correct selection of the Products with respect to the use for which they are intended;
- for the design, transformation, installation and marketing of the finished products in which the Products are incorporated;
- for compliance with any technical, safety, environmental and commercial regulations applicable in the country of use or destination.

The Customer undertakes to indemnify and hold the Seller harmless from and against any claim, demand or action by third parties arising from the use, transformation or marketing of the Products subsequent to delivery, save in the event of wilful misconduct or gross negligence of the Seller.

Art. 8 – Scope of the Seller's obligation

The Seller's obligations are limited exclusively to the supply of the Products compliant with the technical specifications indicated in the Order Confirmation, in the quantities and within the terms provided therein. The Seller assumes no obligations as to the suitability of the Products for specific production processes of the Customer, nor as to the economic results expected from the use thereof, such purposes not being part of the subject matter of the supply and not having been expressly agreed in writing.

The Seller is not obliged to provide any performance other than those indicated in the Order Confirmation. Any possible detriment deriving from the Customer's production, design or commercial choices which presuppose the suitability of the Products for purposes not expressly agreed falls outside the Seller's contractual obligation.

9. Confidentiality

9.1 Scope of confidential information

The Customer undertakes to keep strictly confidential all technical, commercial, economic, production and documentary information relating to the contractual relationship, including, by way of example: quotations, price lists, economic conditions, technical specifications, drawings, certifications, production processes and the Seller's know-how.

9.2 Limitation of use

Such information may be used exclusively for the purposes of performing the Contract and may not be disclosed to third parties without the Seller's prior written consent, save for legal obligations.

The Customer is also responsible for any breaches carried out by its employees, collaborators, consultants or subcontractors.

9.3 Term

The confidentiality obligation shall remain in force for a period of 5 years from the last delivery and, with reference to information qualifying as trade secrets or confidential know-how, until such information enters the public domain due to a cause not attributable to the Customer.

9.4 Protection

The Seller expressly reserves the right to seek injunctive relief and to claim compensation for damages in the event of any breach.

10. Assignment of the contract and of receivables

10.1 "Intuitu personae" nature of the relationship

This contract is entered into in consideration of the Customer's particular personal, financial and organisational qualities, which constitute an essential prerequisite of the supply and of the economic conditions granted by the Seller. It follows that any change in the ownership of the relationship or transfer of obligations to third parties — including mergers, demergers, transfer of business or of a branch of business — entails the need for a new Order Confirmation and a new creditworthiness assessment by the Seller.

10.2 Assignment of the Seller's receivables

The Seller shall have the right to assign, in whole or in part, its receivables arising from the Contract to group companies, credit institutions or factoring companies, without the need for the Customer's consent.

10.3 Ineffectiveness of unauthorised assignment

Any assignment carried out in breach of this clause shall be ineffective vis-à-vis the Seller.

Steel & Machining Division

Via Filippo Da Desio, 81b/c
20832 Desio (MB) - IT
Tel. +39 02 90967025
E-mail: mms@mms-moulds.it

11. Protection of personal data

11.1 Regulatory compliance

The processing of personal data shall take place in compliance with the applicable legislation on data protection, including Regulation (EU) 2016/679 (GDPR) and the applicable national legislation.

11.2 Purposes of processing

The data shall be processed exclusively for purposes connected with the management of the contractual relationship, administrative, accounting and tax compliance, as well as for the protection of the Seller's rights.

11.3 Disclosure to third parties

The data may be disclosed to third parties such as consultants, credit institutions, factoring companies, credit insurance companies or companies of the Seller's group, within the limits strictly necessary for the performance of the Contract and the protection of the credit.

12. Governing law

These General Terms and Conditions, as well as any sales contract entered into between the Parties, are governed by and construed exclusively in accordance with Italian law.