

## **1. Scope of Application**

- 1.1. The following General Terms and Conditions of Sale (“GTCS”) shall apply to any and all agreements, quotes, offers, orders, invoices and credit notes, including services associated therewith (supply agreements) between Exolon Group Spa (“Seller”) as seller and its customer being a natural person or legal entity, either or not governed by public law (“Purchaser”), unless explicitly agreed otherwise in writing.
- 1.2. These GTCS in their respective version shall also serve as a framework agreement for future agreements on the sale and/or supply of goods or services (“Products”) executed with the same Purchaser without Seller having to refer to them again in each individual case. These GTCS form an integral part of the agreement between the parties. By accepting any offer from or placing any order with Seller, Purchaser acknowledges and confirms its prior perusal and acceptance of these GTCS and relinquishes application of its own terms and conditions, no matter their name. Seller reserves the right to change its Terms & Conditions from time to time, subject to prior notification to the Purchaser.
- 1.3. Any general terms of Purchaser which differ from, contradict or supplement these GTCS shall be considered a part of the parties’ contract only if and insofar as Seller has explicitly agreed to their applicability on a case-by-case basis. This consent requirement shall apply in all cases, even if Seller supplies Purchaser in awareness of Purchaser’s general terms without explicitly rejecting such deviating terms.

## **2. Formation and modification of the Agreement**

- 2.1. All offers and quotes by Seller, regardless of their form, are made without any obligation unless they include an acceptance term. An agreement will be deemed to have been established only through written confirmation (of an order) by Seller or Seller’s actual performance thereof.
- 2.2. The ordering of Products by Purchaser shall constitute a binding offer to enter into a contract. Unless the order specifies differently, Seller shall have the right to accept this offer within three (3) weeks following its receipt.
- 2.3. The supply agreement including these GTCS shall only be considered as concluded when Purchaser provides its acceptance of the binding offer of Seller within the specified time limit, or when Seller accepts and provides written acknowledgement of its acceptance of Purchaser’s order within the time limit. Seller is not required to provide such written confirmation if it is not expected under the circumstances or if Purchaser waives it.
- 2.4. All aspects of the legal relationship between Seller and Purchaser shall be based upon the concluded contract as defined in Section 2.3, which fully contains all prior understandings between the parties concerning the subject matter of the supply agreement. Oral covenants of Seller prior to the execution of the contract shall not be considered as binding, and verbal agreements between the parties shall be replaced and superseded by the written contract unless their content implies explicitly and in each case that they were intended to continue as legally binding.
- 2.5. The Purchaser may not cancel any order accepted by Seller without Seller’s prior written approval. Notwithstanding Seller’s right to demand performance of the agreement, Seller and Purchaser agree that in case of cancellation by Purchaser, the latter is held to pay damages amounting to at least 30% of the price of the cancelled order as compensation for costs incurred and loss of revenue, without any necessity on the part of Seller to prove the existence or extent of the damage and without prejudice to Seller’s right to claim higher compensation if it proves that the actual damage is higher.

## **3. Custom-made Products**

- 3.1. In the event where Purchaser places an order for a custom-made Product, Purchaser shall provide Seller with all necessary information and specifications of the Product to be manufactured (such as but not limited to dimensions, choice of materials, colors, mechanical parts, functionality, etc.), on the basis of which Seller shall prepare a production drawing of the custom Product to be realized, which shall be submitted to the Purchaser for approval.
- 3.2. The Purchaser shall be fully responsible for the specifications it provides, on the basis of which Seller shall produce the custom Products for the Purchaser. Seller shall deliver the custom Products in accordance with the established specifications as specified by the

Purchaser and based on the drawing prepared by Seller and accepted by Purchaser.

- 3.3. Seller reserves the right to refuse to produce custom-made Products at any time without giving reasons.
- 3.4. Seller reserves the right to change the composition of the materials it uses, or the method of producing and processing the custom Products ordered, if and insofar as this does not materially affect the quality and technical capabilities of the custom Products ordered.
- 3.5. Product descriptions, documents and data (such as weights, dimensions, serviceability, tolerances or technical data) provided by Seller to Purchaser, including those in electronic format, shall not constitute guaranteed compositions of the Product. Customary deviations, deviations resulting from legal regulations, as well as other minor deviations, shall be permitted unless they interfere with the usability of the Product for the purpose as indicated in the contract. Purchaser acknowledges and accepts that an order for custom-made Products cannot be canceled by Purchaser under any circumstances. From the moment Seller confirms the order to the Purchaser (cf. Section 2.3), the Purchaser is always obligated to accept the order and pay the full price, unless otherwise agreed in writing with Seller.

## **4. Delivery**

- 4.1. Delivery shall occur according to the applicable ICC INCOTERM (2020) ‘Ex works’. If Purchaser refuses to take receipt of the order at the agreed moment, makes such receipt impossible or unreasonably difficult or fails to provide information or instructions required for the delivery, Seller is entitled to store the Products at Purchaser’s risk and expense, without prejudice to Seller’s right to dissolve the agreement.
- 4.2. Products shall be deemed to have been delivered from the moment Seller has informed the Purchaser that the Products – either or not to be assembled in full or in part – are ready for collection from Seller or a third party or for shipment at the order of the Purchaser. From the moment of delivery, all risks associated with the delivered Products transfer to the Purchaser.
- 4.3. Unless otherwise agreed, Seller shall be entitled to select the mode of shipment (especially with regard to carrier, route of shipment, packaging). Any additional costs incurred as a result of special shipping requests made by Purchaser shall be borne by Purchaser. Unless a carriage free delivery has been agreed, Purchaser shall also bear any increases in shipping rates, any additional costs resulting from re-routing a shipment, storage expenses, etc., occurring after the contract has been concluded.
- 4.4. If, notwithstanding article 4.1, it is agreed explicitly that Seller will arrange the shipment of the Products, then Seller will serve as an agent only and both the costs and the risks of any loss, damage or theft occurring prior to, during or after the shipment shall be borne by the Purchaser, except in case of intent or deceit on the part of Seller. Where applicable, Purchaser shall also be responsible for unloading the container, unless agreed otherwise in writing. Should Seller have to proceed to unloading, it will charge the related costs to Purchaser. This provision applies regardless of whether or not Purchaser or any person appointed by it was present during the delivery and whether or not Purchaser or any person appointed by it signed a delivery receipt. The mention of any other ICC INCOTERM (2020) on the order confirmation does not affect this provision.
- 4.5. In its offers, quotes, agreements or otherwise, Seller provides delivery terms to the best of its ability and such terms will be adhered to as much as possible, taking into account the availability of the Products involved. The Purchaser acknowledges that, unless explicitly agreed otherwise in writing, the indicated delivery term is purely indicative and forms a best efforts obligation on behalf of Seller. Seller’s non-compliance with the indicative term will under no circumstances whatsoever give rise to dissolution of the agreement or any right to damages. Partial deliveries shall be allowed at all times. Purchaser’s delay in payment of agreed advance payments to the sales price may result in proportional delay of the delivery. Purchaser acknowledges that Seller is depending on its own suppliers and therefore agrees that the terms of this clause are balanced and economically acceptable taken into account the price of the ordered Products.
- 4.6. If the term or location of delivery or the circumstances for delivery change at the request of Purchaser, or if Purchaser provides incorrect information to that effect, Seller shall, as the case may be, be entitled to payment of the corresponding additional costs and fees.
- 4.7. The occurrence of a default of delivery is governed by the applicable statutory law. In the case of delay, Purchaser shall set a reasonable

- grace period.
- 4.8. Any provision of packaging by Seller shall be subject to special conditions.
  - 4.9. For Purchasers in Germany and contrary to §15 Abs. 1 Satz 1 VerpackG, the customer has to bear the costs for the return of used, completely emptied transport packaging as defined in §15 Abs. 1 Ziffer 1 to 4 VerpackG.
  - 4.10. Any Purchaser located in Austria renounces explicitly to demand the retraction of any packaging material (according to § 19 Abs. 3 VVO) that Seller makes use of. At the same time, the customer confirms to Seller that he will guarantee a duly disposal of the packaging material pursuant § 14 VVO.

## 5. Force Majeure and Hardship

- 5.1. Except in the case of mandatory statutory provisions or provisions relating to public policy or intent, Seller shall not be liable for any breach resulting from force majeure or hardship. Seller's obligations shall be suspended during the entire period of force majeure or hardship. During the period of force majeure or hardship, Seller may, as the case may be, at its own choice and discretion and without any prior notice of default or judicial intervention being required, and without any right to damages for Purchaser: (1) propose to Purchaser to replace the missing Products by a functional equivalent; (2) suspend the performance of its obligations (at least temporarily) and/or (3) invite Purchaser to renegotiate the modalities of performance of the agreement in good faith. If the period of force majeure and hence Seller's noncompliance continues for more than three months, or if the renegotiation of the agreement is refused by Purchaser or does not lead to a new agreement, both parties are entitled to terminate the agreement without judicial intervention and without any obligation to pay any damages.
- 5.2. Under this article, force majeure shall encompass in any case any unforeseen circumstances, including those of an economic nature, which have arisen through no fault or action of Seller, including but not limited to; natural disasters, war, hostilities or attacks either in Italy or in any other country where Seller or any of its supplying companies or subsidiaries are located, illness, fire or flooding, serious disruptions in the company, cyber-attacks, forced reduction of production, scarcity of materials, economic sanctions imposed on any country where Seller or any of its supplying companies or subsidiaries are located, strikes or exclusions, both at Seller and at its supplying companies, delays in transport or the delayed or faulty delivery of goods or materials such as energy, raw materials or parts by third parties, including Seller's supplying companies. Purchaser's inability to meet its payment obligations due to insolvency or lack of financial resources is not considered force majeure.
- 5.3. If at the first occurrence of the force majeure Seller has already met part of its obligations or is able to meet only part of its obligations, it is entitled to invoice the delivered or deliverable part separately, whereby Purchaser shall be held to pay such invoice as if it were part of a separate agreement.

## 6. Prices

- 6.1. Seller's prices, in effect at the time of delivery, plus statutory value added tax, shall apply.
- 6.2. Unless indicated otherwise, all prices are in euro and exclude VAT. Unless explicitly stated otherwise in writing, all prices exclude transport costs (as applicable) as well as insurance, packaging, installation and assembly costs. Any special additional costs in relation with the import and/or clearance of Products to be delivered by Seller to Purchaser and any other government levies are excluded from the price and shall be borne exclusively by Purchaser.
- 6.3. The weight to be invoiced shall be determined at the shipping location of the respective Seller's plant unless Purchaser, at its own expense, requires a certified weighing at the respective dispatch station.
- 6.4. The amounts presented by Seller in the (order) confirmation are based on objective parameters such as the prices, exchange rates, wages, taxes and other price-related factors that are applied at the time of the (order) confirmation. If any of said price-related factors should change after the (order) confirmation has been issued, Seller is entitled to adjust the agreed price accordingly up to a maximum of 80% of the price increase. Seller will inform Purchaser thereof without delay. If, pursuant to the present article, a price increase is implemented and such increase exceeds 10% of the total agreed amount, Purchaser is entitled to cancel the order in writing within 48 hours after it is or could have been aware of said price increase.

## 7. Payment

- 7.1. Unless agreed otherwise in writing, all invoices issued by Seller shall

- be payable to its registered office within eight (8) calendar days following the invoice date. Under no circumstances shall Purchaser be entitled to offset any amounts due by Seller against any sum charged by Seller. Likewise, early payment will not give rise to any discount.
- 7.2. Seller shall have the right, at all times, either to deliver and invoice the complete delivery or to invoice Products delivered in instalments per separate delivery.
  - 7.3. Invoices that have not been disputed, giving reasons, by registered mail within eight (8) calendar days following their transmission shall be deemed to have been accepted unconditionally.
  - 7.4. Payment shall be made by transfer into the account number indicated on the invoice under mention of the reference number.
  - 7.5. Seller shall be entitled, at all times, both prior to and after formation of the agreement, to demand that the Purchaser provide security for the payment or pay in advance, under penalty of suspension of the performance of the agreement by Seller up to the moment when such security has been provided and/or the advance payment has been received. If advance payment is refused, Seller is entitled to cancel the Agreement, in which case the Purchaser shall be liable for any damage resulting thereof.
  - 7.6. Seller is entitled to suspend the delivery of any Products held by it for Purchaser until all payments owed by Purchaser to Seller have been made in full.
  - 7.7. In the event of non-payment on the due date (see article 5.1) all amounts owed by Purchaser become due and payable, regardless of any payment conditions agreed earlier. Each unpaid invoice will, by operation of law and without prior notice of default, incur interest at 10% per year from the due date. Any discounts agreed will cease to apply in that case.
  - 7.8. In the event of non-payment on the due date (see article 5.1) Purchaser shall also, by operation of law and without prior notice of default, owe fixed damages amounting to 10% of the invoiced amount with a minimum of EUR 125 and without prejudice to Seller's right to prove any actual higher damage incurred. All additional costs, e.g. litigation costs, are excluded from the fixed damages and will be charged separately to Purchaser.
  - 7.9. Late payment, incomplete payment or non-payment of any single invoice due makes any other invoice that is not yet due for payment, immediately due and payable.

## 8. Retention of Title

- 8.1. Seller retains exclusive ownership of the Products ("Products under Title Retention") until full payment of the principal sum and, where applicable, any interest, compensation and all other costs due ("Secured Receivables").
- 8.2. If Purchaser has not paid the purchase price in full, Purchaser shall inform third parties (e.g. a receiver, creditors or insolvency supervisors) of Seller's retention of title by registered letter whenever required by the circumstances, including but not limited to circumstances in which a third party seizes or threatens to seize certain goods. Purchaser shall immediately inform Seller of such circumstances by registered letter.
- 8.3. If Products under Title Retention are intended for commercial resale by Purchaser, Purchaser is entitled to sell them to its customer as part of its ordinary course of business. With respect to such a resale, the Purchaser hereby assigns to Seller, and Seller hereby accepts, as security all of the future claims, including subsidiary claims, the Purchaser will have against its customer in consideration for the resale of the Products under Title Retention. Seller is entitled to collect the claims so assigned on its own behalf if the Purchaser is in default of meeting its payment obligation concerning the Products under Title Retention, if a petition for the initiation of insolvency proceedings has been filed or in case of another lack of the Purchaser's capacity of performance from which Seller can deduce a potential threat to the realization of its claims. In such events, Seller may request that Purchaser discloses to Seller the assigned debt claims and the respective debtors, provides all necessary information for debt claim recovery, hands over all documents pertaining and notifies the debtors (third parties) of the assignment.
- 8.4. If Products under Title Retention are not resold, Purchaser shall be obligated to safeguard the Products under Title Retention on behalf of Seller, to maintain and repair them as needed at its own expense, and to insure them against loss and damage at a level of coverage expected of a prudent businessman, for as long as title is retained. In the event Products under Title Retention are lost or damaged, Purchaser agrees to assign its insurance claims to Seller.
- 8.5. Any processing of the Products under Title Retention shall be carried out on behalf of Seller; such processing shall not entitle Purchaser to any claims against Seller.

- 8.6. If the collateral pledged to Seller as provided for in this Section 8 exceeds Purchaser's respective secured total liabilities towards Seller by more than 10%, Seller is required, at the request and discretion of the Purchaser, to release security up to the amount by which the threshold of 110% of the total secured liability has been exceeded.
- 8.7. If Purchaser fails to meet its payment obligations to Seller or if Seller has valid reason to fear that Purchaser will fail to meet such obligations, Seller shall be entitled to take back the Products delivered under retention of title. Purchaser will ensure that – if necessary on behalf of a third party (buyer) or custodian – at its first request, Seller will be told where the Products are located and that at Seller's request the Products will be returned to Seller at Purchaser's cost and risk. Insofar as necessary, Seller is hereby granted an irrevocable mandate to repossess the Products as well as a mandate to enter the necessary spaces to that effect. After repossession, Purchaser will receive the market value of the Products as compensation, which value will never exceed the original price agreed and subject to deduction of any costs incurred by Seller in connection with the repossession.

## 9. Quality

- 9.1. Unless otherwise agreed, the quality of the Products shall be exclusively determined in Seller's Product descriptions, specifications and labels. Identified uses for the Products pursuant to the European REACH Regulation shall neither constitute an agreement on the corresponding contractual quality of the Products nor the designated use under the contract.
- 9.2. Purchaser will be notified by Seller in writing of any warranties provided by Seller in relation to the Products delivered or to be delivered by it. In the absence of such explicit written notification Purchaser cannot invoke any warranty, however without prejudice to its statutory rights resulting from mandatory statutory provisions.
- 9.3. In case of a valid warranty claim by Purchaser, Seller is entitled at its discretion to either repair or exchange the Products, unless this has become demonstrably useless for Purchaser in the meantime. If Seller notifies Purchaser that it will proceed to repair the Products, Purchaser will, at its own cost and risk, put the delivered Products at the disposal of Seller.
- 9.4. All Seller's warranty obligations cease to apply if the defects or imperfections in the supplied Products as put forward by Purchaser are the result of (i) any incorrect, careless or incompetent use or management of the Products by Purchaser, their representatives or third parties; (ii) a modification of the delivered Products to which Seller did not agree by Purchaser, their representatives or third parties; or (iii) any external causes such as, but not limited to, fire or water damage.
- 9.5. Any technical advice rendered by Seller – whether verbal, in writing or by way of tests – is given to the best of Seller's knowledge but without any warranty; this also applies where proprietary rights of third parties could be involved. It does not release the Purchaser from its obligation to test the Products supplied by Seller as to their suitability for the intended processes and purposes. The application, use and processing of the Products are beyond the control of Seller and therefore the Purchaser bears the entire corresponding responsibility.
- 9.6. Properties of specimens and samples shall be binding only insofar as they have been explicitly agreed to define the qualities of the Products.

## 10. Defects and Complaints

- 10.1. Upon receipt of the Products Purchaser must check immediately that the quantity received matches the quantity ordered. Subject to forfeiture of rights and privileges, complaints about quantity, (non)conformity or the state of the delivered Products must be submitted to Seller by e-mail within two calendar days following receipt of the Products.
- 10.2. Subject to forfeiture of rights and privileges, complaints about defects, including those covered by the manufacturer's or the supplier's warranty, which warranty was agreed directly vis-à-vis Purchaser, must be reported in detail to Seller per e-mail no later than two (2) weeks following receipt of the Products in case of visible defects and no later than eight (8) calendar days following discovery in case of hidden defects. The use or resale of any Product excludes any liability on the part of Seller. The claim concerning hidden defects must be made within two months after their discovery or after the discovery reasonably should have been made. No complaints or disputes of any kind shall ever entitle Purchaser to suspend performance of its obligations towards Seller or cancel the complete order or delivery. In the event of a valid complaint, Seller's maximum liability will never exceed the agreed price of the related Products.
- 10.3. If the Products supplied are defective and Purchaser has fulfilled its duties in accordance with Section 10, Purchaser is entitled to exercise the following rights:

- (i) In the first instance, Seller - at its sole discretion - shall be entitled to either cure the defect or to supply Purchaser with non-defective Products (supplementary performance). Purchaser must allow Seller the time and opportunity required for the supplementary performance owed and, in particular, return the Products concerned for testing purposes. Purchaser shall bear the costs necessary for testing and supplementary performance, in particular for shipping and transport infrastructure as well as for labor and materials, if (a) Purchaser's request to have defective Products remedied proves to be unjustified or (b) the Products were later moved to a location other than Purchaser's place of business, unless this move coincides with the proper intended use. In case of replacement, Purchaser must return the defective Products to Seller upon request.
- (ii) Seller reserves the right to two (2) attempts of supplementary performance. If supplementary performance fails or is unreasonable for Seller, Purchaser may either withdraw from the contract or demand a reduction of the purchase price. However, in case of an immaterial defect, Purchaser shall have no right of withdrawal.
- (iii) The provisions of Section 11 shall apply to all claims of Purchaser for damages or reimbursement of unavailing expenditures.

- 10.4. In case Purchaser's claim against Seller is a matter of recourse following a successful action against Purchaser under the statutory provisions of the sale of consumer goods, claims for recourse based on the statutory provisions concerning the sale of consumer goods shall remain unaffected. Any claims for damages shall be subject to the provisions of Section 11.
- 10.5. Purchaser must inform Seller without delay of each and every case of recourse within the supply chain. Statutory recourse claims of Purchaser against Seller shall only exist insofar as Purchaser and its customers have not concluded any kind of agreement which exceeds the statutory warranty claims. Section 12 shall apply accordingly.
- 10.6. If Seller has maliciously concealed the defect or assumed a warranty for the properties of the purchased Products, Purchaser's rights concerning defects are governed by the statutory provisions.

## 11. Liability

- 11.1. Irrespective of the legal basis, Seller shall not be liable for loss or damage (including expenses) suffered by the Purchaser as a result of (i) Seller's slight negligence or the slight negligence of its legal representatives, employees, workers, agents and vicarious agents and (ii) gross negligence of its non-executive employees or ordinary agents. This exclusion shall not apply to claims relating to a breach of material contractual obligations, the fulfillment of which is essential to the proper implementation of the contract and whose fulfillment the Purchaser may therefore normally rely on (cardinal duties).
- 11.2. Subject to applicable mandatory law, insofar as Seller is liable on the merits for any damages pursuant to Section 11.1, its liability for all damages and reimbursements, whether contractual, non-contractual or otherwise and regardless of their legal nature, shall be limited to the agreed price of the Products giving rise to such damages.
- 11.3. Seller cannot be held responsible for loss or damage attributable to any of the circumstances identified in Section 5 of these GTCS.
- 11.4. Seller shall not be liable for loss or damage in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European REACH Regulation being triggered by the Purchaser.
- 11.5. Except in the event of fraud or willful misconduct committed by Seller, Seller shall not be liable for any indirect, consequential, or immaterial damages suffered by Purchaser. This includes, but is not limited to, loss of production, loss of profits, loss of contracts, loss of income, loss of goodwill, financial losses, personnel costs, property damage, or any damages incurred by third parties.
- 11.6. Any exclusion or limitation of liability in favor of Seller provided under this Section 11 shall also inure to the benefit of the legal representatives, employees, workers, agents and vicarious agents of Seller arising out of the same cause of action.

## 12. Limitation Periods

- 12.1. Claims for defects shall be time-barred one (1) year from the beginning of the statutory limitation period.
- 12.2. The limitation period for other contractual and non-contractual claims against Seller shall be two (2) years from the beginning of the statutory limitation period.

- 12.3. Mandatory limitation periods of law shall remain unaffected. Therefore, the reduced limitation periods described above shall not apply to claims based on the acceptance of a guarantee, claims based on willful misconduct or gross negligence, claims under the Product Liability Act, recourse claims based on the regulations on the sale of consumer goods, claims relating to death, personal injury or impaired health, or to claims relating to breaches of cardinal duties as defined in Section 11.
- 12.4. If in an individual case the application of the statutory limitation regulations would lead to an earlier limitation of Purchaser's claims against Seller than would be the case according to the preceding provisions, the statutory limitation period shall apply.
- 12.5. Any reduced limitation period provided under this Section 14 for claims against Seller shall also apply to any claims by Purchaser against the legal representatives, employees, workers, agents and vicarious agents of Seller arising out of the same cause of action.

### 13. Intellectual Property

- 13.1. All execution and/or production drawings that Seller creates to complete Purchaser's Order remain the exclusive property of Seller. Purchaser is prohibited from copying, sharing with third parties, or using such drawings in any other way. In the event of infringement of the intellectual property rights of the drawings created by Seller, Seller is automatically entitled to a fixed compensation of 50% of the order amount, as well as full compensation for the drawing services, without prejudice to Seller's right to claim higher compensation if greater damages are proven.
- 13.2. Purchaser shall indemnify Seller against any infringement of Seller's intellectual property committed by third parties due to Seller's actions. Purchaser shall also fully indemnify Seller against any infringement of third-party intellectual property arising from the production of custom Products at Purchaser's request.

### 14. Trademarks

- 14.1. The offer or supply of substitute goods to third parties instead of the Products of Seller while referring to the Seller Products, or the association in price lists and similar business documents of product names of Seller (whether trademarked or not) with the word "substitute" or similar words that convey the same meaning or juxtaposition of Seller product names with the names of substitute goods, is prohibited.
- 14.2. It is also not permitted, when using Seller Products for manufacturing purposes or in processing, to use product names of Seller, especially its trademarks, as a named component on such goods or their packaging or in related printed and advertising materials without the prior written consent of Seller. The supply of Products under a trademark shall not be construed as an agreement on the use of this trademark for the goods manufactured from it.

### 15. REACH Regulation

If Purchaser communicates to Seller a use under Article 37.2 of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation") which makes an update of the registration or of the chemical safety report necessary,

or initiates any other obligation under the REACH Regulation, Seller shall receive from Purchaser a reimbursement of all verifiable expenses incurred. Seller shall not be liable for any delay in delivery caused by the announcement of that use and the compliance by Seller with the respective obligations under the REACH Regulation. If Seller, for reasons of protection of human health or the environment, is unable to include the use as an identified use and if Purchaser nonetheless intends to use the Products in the way advised against by Seller, then Seller shall have the right to withdraw from the contract.

### 16. Dual-Use and Regulatory Compliance

- 16.1. Purchaser acknowledges that the Products supplied by Seller may be subject to applicable export control laws and dual-use regulations, including but not limited to EU Regulation 2021/821 on dual-use items and any national implementing measures.
- 16.2. Purchaser undertakes to: (i) use the Products solely for lawful, civilian purposes and in full compliance with all applicable national and international laws and regulations; (ii) refrain from any act that could result in the unlawful export, re-export, transfer, or use of the Products; and (iii) provide Seller, upon request, with all necessary information and documentation to demonstrate compliance with such laws and regulations; and (iv) indemnify and hold Seller harmless from and against any claim, loss, damage, or sanction arising out of any breach of these obligations by Purchaser or its customers.
- 16.3. Seller shall not be liable for any non-compliance with export control or dual-use regulations by Purchaser or any third party to whom Purchaser supplies or transfers the Products. Seller reserves the right to refuse or suspend deliveries if there are indications or suspicions of potential breaches of applicable export control or dual-use regulations.

### 17. Severability

- 17.1. Insofar as possible the provisions of these GTCS and of the agreement shall be construed in a way that is valid and enforceable according to applicable law.
- 17.2. The (partial) nullity, unenforceability, non-reliance or impracticability of either provision of these GTCS or of the agreement does not affect the application or validity of the remaining provisions.
- 17.3. Parties shall endeavour to replace any provision that is deemed to be null and void, unenforceable, non-reliant or unpracticable by a provision that reflects the parties' intentions.

### 18. Governing Law, Jurisdiction

- 18.1. These GTCS and all legal relationships between Seller and Purchaser shall be governed by the laws of Italy, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). However, prerequisites and effects of the retention of title under these GTCS are subject to the laws of the respective location of the Product if and insofar the choice of governing law in favor of Italian law is not permitted or invalid.
- 18.2. The venue for all disputes, including international ones, arising directly or indirectly out of or in connection with this contractual relationship shall be Terni, Italy. However, Seller is also entitled to take legal action at the general venue of the Purchaser.