

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. SCOPE OF APPLICATION

These general terms of contract ("General Terms and Conditions") apply to all contractual relations concerning the sale of goods and/or services ("Products") made by Morandi S.p.A. (C.F. and P.IVA 01213810177) with registered office in 25020 Flero (BS) Via Don Lorenzo Milani no. 3 ("Morandi") in favour of any buyer/customer ("Client") (Morandi and Client, hereinafter, cumulatively, "Parties"). The application of these General Terms and Conditions to the provision of Products is an arrangement of an essential nature, in the absence of which Morandi would not establish a contractual relationship. These General Terms and Conditions are published on the website www.morandispa.it

The sending of any Request for Offer and/or Customer Order (as described below) constitutes express, full and unconditional acceptance (if necessary, also by conclusive facts) of these General Terms and Conditions. These General Terms and Conditions may only be waived in writing by the Parties, and even in such a case these General Terms and Conditions shall continue to apply in the parts not waived. Any general conditions of the Client shall not apply, even partially, unless expressly accepted in writing by Morandi. The same provision shall apply in relation to any further documents and/or annexes to these General Terms and Conditions and/or to the Requests for Offer and/or to the Client Orders originating from the Client. If the Client establishes a contractual relationship with Morandi in the name and on behalf of third parties ("Other Buyer"), the Other Buyer shall also be considered bound by these General Terms and Conditions. The sending of a Request for Offer and/or a Client Order by the Other Buyer will be understood as express acceptance of these General Terms and Conditions. The Client provides Morandi with a guarantee for all obligations undertaken by each Other Buyer and undertakes to hold Morandi harmless and indemnified from any damage that may be caused by acts and/or facts attributable to the Other Buyer (at least up to the amount of Morandi's

credit right deriving from the contract).

2. DRAWING UP OF THE CONTRACT

In order to initiate the procedure for the drawing up of the contract, the Client must submit a request for the supply of Products to Morandi by means of a "Request for Offer" (the "Request for Offer" is a request made informally, orally or in writing) or by means of a "Client Order" (the "Client Order" is a request made formally or in writing) (Request for Offer and Client Order will be hereinafter also referred to as the "Request for Supply"). The Request for Supply must always include all specifications (including but not limited to: constructive, functional, aesthetical, quality and safety, technical and/or administrative and/or fiscal specifications) useful and/or necessary to allow Morandi to correctly fulfil its obligations. The Client is responsible for any omissions and/or incompleteness in the Request for Supply and Morandi will only be responsible for any discrepancies between the Order Confirmation and the Products delivered. After the analysis of the Request for Supply and its positive evaluation, Morandi will send the client a document summarising the supply by email, which shall in any case be considered as conclusive of the contractual relationship together with any relevant attachments ("Order Confirmation"). It is understood that Morandi retains the right not to accept, accept in full or in part the Request for Supply. Morandi will begin the execution of the order no later than on the ninth day from the date the Order Confirmation is sent, without prior notice to the client, with the exclusion of any possibility and/or right for the Client to withdraw from the contract from that date. In the event of any discrepancy between the Request for Supply and the Order Confirmation, the Client is obliged to report the circumstance as well as any exceptions and/or complaints no later than on the eighth day starting from the date of receipt of the Order Confirmation; failing which, the Order Confirmation and its contents shall be deemed expressly accepted and, therefore,

the object of the contract between the Parties.

3. DELIVERY OF GOODS

The contractual delivery terms shall always be considered indicative and not binding. The shipment dates are understood to be with a tolerance of one month beyond the last indicated deadline. Any impediments deriving from causes not attributable to Morandi (such as force majeure, unforeseeable events, strikes, transport interruptions, suppliers' failure also due to delays, difficulties in the procurement of materials, equipment or energy, labour unrest, transport problems, natural disasters, orders by the Public Authorities or other similar events) automatically extend the delivery terms for a time equal to the delay caused by such events. In such cases, Morandi's liability and any right of the Client to obtain compensation and/or indemnity and termination of the contract, are always excluded. The client cannot decline partial or fractioned delivery. The Products shall be delivered to the place indicated in the contract and shall travel, always and in any case, on behalf of the Client, i.e., at the Client's risk, including when the shipment is made to the Client's domicile and when it is made free port. Any claims for faults and/or shortcomings and/or damages and/or delays in transport must, in any case, be made directly against the party that carried out the transport and, under penalty of forfeiture, within and no later than 8 (eight) days from the date of delivery.

4. PRICE

Under no circumstances may the Client suspend and/or delay payment of the agreed price in application of Article 1462 of the Italian Civil Code and without prejudice to the inapplicability of Article 1460 of the Italian Civil Code. In the event of delayed or omitted payment Morandi shall be entitled to default interests, pursuant to Legislative Decree no. 231/2002.

5. TERMS OF PAYMENT

Payments must be made according to the indications set out in the Order Confirmation and must always and necessarily be made to Morandi by bank transfer at its domicile in Flero (BS). Morandi is not under any obligation to accept payments by cheques, bills of exchange, drafts or other means of payment unless

this is accepted by Morandi in writing, always and in any case under the usual reserve. Failure by the Client to comply with the terms of payment and the obligation to pay the price gives Morandi the right to suspend the fulfilment of its contractual obligations and to terminate the contract with a notification in accordance with art. 1456 of the civil code and with compensation for damages. Where payment by instalments has been agreed, in the event of omission or delayed payment of any single instalment, the Client shall be considered automatically, and without the need for any communication, as having forfeited the benefit of the term pursuant to art. 1186 of the Civil Code (any partial payments will be charged pursuant to art. 1194 of the Civil Code).

6. NOTIFICATION OF FLAWS AND DEFECTS

The Customer must check the Products as soon as they are delivered and, under penalty of forfeiture, notify any flaws and/or defects within a mandatory term of eight (8) days from delivery. In the absence of the aforementioned notification within the aforementioned mandatory deadline, the Products shall be considered accepted and the warranty for defects expressly waived. Any liability of Morandi for flaws and/or defects of material supplied by third parties as well as of Products already processed and/or modified by the Client is expressly excluded.

7. LASER PROCESSING CONDITIONS

"Laser processing" is included in the services comprised in the concept of Products. Such processes are carried out according to STEP/IGES files received by the Customer with the Request for Supply or, in any case, before the Order Confirmation. For each 3D file, the Customer shall enter, if necessary, a code or position to uniquely identify the machined and delivered part with respect to the assembly drawing of the structure. For each 3D file, the Customer must attach the relevant PDF drawing for dimensional checking. Part marking, where possible, is carried out at the Customer's specific request (expressed in the Request for Supply or, in any case, before sending the Order Confirmation) with laser marking on the surface of the part. Machining tolerances are compliant with the UNI EN 1090 standard. Machining is carried out with

cuts perpendicular to the surface of the part. Any chamfers or bevels must be specified by the Customer in the Request for Supply or, in any case, before sending the Order Confirmation, and must be relevant to the thickness and type of material. As a guideline, up to a maximum of 45 degrees for 10 mm thickness (the dimension of the piece may deviate from the nominal dimension in the drawing). When no drawings are provided by the Client, Morandi reserves the right to make them in the interests of the Client, it being understood that Morandi will proceed with "laser machining" only after receiving written confirmation from the Client confirming acceptance of the drawings as submitted by Morandi.

8. JURISDICTION, APPLICABLE LAW, COMPETENT COURT

The contract between the Parties is always subject to Italian jurisdiction and law. For any dispute that may arise in relation to the contract, the Parties designate the Court of Brescia as having exclusive jurisdiction, excluding any other Court.

9. VALIDITY

These General Conditions will be applied to all contractual relationships that will be established between Morandi and the Client starting from January 1, 2024.