

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS

“**Buyer**” or “**Soluzioni**” shall mean SOLUZIONI PIPING SRL having its legal address in Via Degli Arrotini 65 57121 Livorno (Italy) VAT Number IT01924590498

“**Claim**” shall mean any claim, liability, loss, damages, obligation, costs, royalty, fees, penalties, whether arising by law, by the Purchase Order or otherwise.

“**Delivery**” means the transfer of physical possession of the Goods to the Buyer in accordance with the shipping terms defined in the Purchase Order. “**Deliver**” and “**Delivered**” shall be interpreted accordingly.

“**Delivery Schedule**” means the schedule contained in the Purchase Order specifying the Delivery dates for the Goods.

“**Effective Date**” shall be the date set out in the Purchase Order.

“**Goods**” shall mean the goods and works (mainly pipes ASTM A312; Pipes -Stright and on Coil-A213/A269 B.A.), better described in and furnished under the Purchase Order.

“**GTCP**” means this document intended as General Terms & Conditions of Purchase

“**Party/Parties**”: 'Party' shall mean, respectively and singularly, the Supplier or the Buyer; 'Parties' shall mean, collectively, the Supplier and the Buyer

“**Purchase Price**” shall mean the amount payable to Supplier by Buyer as determined in accordance with the Purchase Order.

“**Purchase Order**” shall mean these Terms and Conditions of Purchase, the Purchase Order, any special terms and conditions, and all attachments, exhibits and documents expressly listed in the Purchase Order or referenced in such listed documents.

“**Subcontractor/Supplier's Subcontractor**” shall mean any person and/or firm engaged by Supplier for the performance of Supplier’s work under the Purchase Order.

“**Supplier**” shall mean the party identified as “Supplier” on the face of the Purchase Order.

2 COMPLETE AGREEMENT AND EXCLUSION OF SUPPLIER’S GENERAL CONDITIONS

2.1 Unless otherwise agreed in writing, the Purchase Order constitutes the entire agreement with respect to the Goods.

2.2 Supplier shall perform Goods in accordance, and compliance, with these terms and conditions, and the requirement of all other attachments which form the Purchase Order.

2.3 Supplier hereby declares that it has been given the opportunity to ascertain the nature and extent of the risk relating to the performance of its obligations under the Purchase Order and shall be deemed to have included all contingencies on the Purchase Order Price and Delivery Schedule as it requires in respect of such matters and shall be deemed to have gathered all information necessary for it to perform its obligations under the Purchase Order.

2.4 In no case any General Conditions of Supplier in any manner inserted, mentioned, quoted in the Supplier’s correspondence and forms shall be considered applicable to the Purchase Order

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3 TIME OF PERFORMANCE

- 3.1 **Time of Performance** - Supplier acknowledges that the time required for performance and the Delivery Schedule specified herein are critical and of the essence to performance of the Purchase Order. Any failure by Supplier to meet the Delivery Schedule which is not expressly excused under the terms of the Purchase Order or without Buyer's written consent may constitute a breach of contract or default hereunder.

4 TITLE, SHIPMENT, AND RISK OF LOSS.

- 4.1 **Title** - Unless expressly stated otherwise in the Purchase Order, title to the Goods, all material, inventory and Supplier's work in progress, data, other documentation and all contractual rights thereto will vest in Buyer upon the earlier of:
- 4.1.1. Delivery of the Goods to Buyer; or
 - 4.1.2. as payments are made by Buyer; or
 - 4.1.3. when Goods are identified as being for the Purchase Order; or
- 4.2 The foregoing timing of passage of title shall not alter Supplier's obligations related to risk of loss, shipping, export packing, export clearance and taxes as per Purchase Order.
- 4.3 Supplier warrants free and clear title of the Goods, free and clear from any and all Liens, claims, restrictions, reservations, security interests and encumbrances.
- 4.4 **Risk of Loss and Damage** - Irrespective of vesting of title and any other provision herein to the contrary and, regardless the applicable Incoterm, Supplier will bear the risk of loss and damage of the Goods, and will insure the Goods in its care, custody and control, until the Goods are delivered in Buyer's premises in Livorno (Italy) or Koper (Slovenia) .
- 4.5 Should any loss or damage occur to the Goods prior to transfer of risk of loss and damage, Supplier shall either, at Buyer's option, immediately replace such Goods with identical Goods in order to meet its performance obligations hereunder at Supplier cost, or reimburse Buyer for the loss, including any necessary additional expenses and costs which may be incurred resulting from such loss.

5 CONFORMING GOODS AND ACCEPTANCE

- 5.1 The Goods will conform to the description, data, specifications, applicable Norms and other requirements of Buyer provided to Supplier. In addition, the Goods shall have to meet the standards set forth in Article 6 (Warranty). Supplier will not make any modification, change, or substitution, in whole or in part, without the prior written approval of Buyer. If required by Buyer, Supplier will supply satisfactory evidence of the origin, composition, manufacture, kind and quality of the Goods. Prior to shipment, Supplier will carefully inspect, and, if applicable, test the Goods for conformance to the requirements of the Purchase Order. Notwithstanding any inspection or test, Buyer may, before, during or after Delivery rejects any part of the Goods provided by Supplier where such Goods are defective or fail in any way to conform with the requirements of the Purchase Order.
- 5.2 If Goods received are in an incorrect quantity or are damaged, defective, non-conforming, or rejected, Supplier shall either, at Buyer's option, immediately replace such Goods with identical Goods in order to meet its performance obligations hereunder, or reimburse Buyer for all costs, including any necessary additional expenses which may be incurred resulting from loss.

6 WARRANTY

- 6.1 **Warranties** - Irrespective of whether data or information have been provided, reviewed or approved by Buyer, Supplier warrants to Buyer that the Goods furnished and Supplier's work performed under

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the Purchase Order and each portion of the Goods which is replaced under this warranty or Article 5 (Conforming Goods and Acceptance), produced or provided by Supplier or others, will:

- 6.1.1. conform to data, specifications, applicable Norms any performance criteria, sample if any, and other requirements specified herein or provided by Buyer to Supplier;
- 6.1.2. be of satisfactory quality;
- 6.1.3. be fit for the intended scopes and the purposes;
- 6.1.4. conform with all applicable laws, ordinances, codes and regulations;
- 6.1.5. be in conformance with all applicable safety and health regulations.

6.2 The Supplier warrants and guarantees the Goods for a period as specified in the Purchase Order, but, in any case, for not less than 24 (twenty-four) months from the arrival of the Goods in Buyer's premises

6.3 **Remedies** - In addition to any other rights or remedies provided in law or under the Purchase Order, if Buyer discovers any defect, non-compliance, omission, or breach of the warranty set forth in this Article 6, upon written notice, Supplier shall, as promptly as possible, but in no event later than 30 (thirty) working days after receipt of such notice, provide to replace the Goods not in compliance, all at Supplier's costs.

6.4 **Latent Defects** - Without prejudice to any other warranty obligation in the contract, in case of "Latent Defect" (which means a defect in the Product, being a defect that affects the operation, use or performance of the Product which appears after the delivery of the Product to the Purchaser, and which could not have been disclosed by normal prudent inspection procedures) and regardless that Latent Defect has been detected during or beyond the warranty period, upon discovery, Purchaser shall notify Seller in writing of any such Latent Defect and the Seller shall promptly (i) replace any such Product with a Latent Defect, and (ii) notwithstanding anything to the contrary in the contract, indemnify the Purchaser of any direct/indirect cost, loss or damage suffered as a consequence of such Latent Defect, including the hours of work carried out on the Product before any Latent Defects appeared.

7 ASSIGNMENT AND NOTICE OF CHANGES

7.1 Buyer may assign the Purchase Order at any time to any third company.

7.2 Supplier may not assign any of its rights and obligations under the Purchase Order without the prior written consent of Buyer.

8 CANCELLATION FOR CONVENIENCE

8.1 Buyer has the right at any time to cancel all or any portion of the Purchase Order by written notice. In such event, no cancellation fee, charge or payment will be owed by Buyer to Supplier, and Supplier will have the right to claim only for the direct costs of any completed and satisfactory performance to the date of cancellation, and, if any portion of the Goods, for which satisfactory performance has been expressed in written by Buyer, will be Delivered to Buyer subsequent to Buyer's notice of cancellation.

8.2 At the time of any cancellation by Buyer, Supplier will immediately discontinue all activities related to the Purchase Order, will not place additional purchase orders or other contracts or make any other commitment, and will cancel forthwith any existing purchase orders or other contracts and commitments on the best possible terms. The Supplier must use all its best efforts to mitigate any loss it may suffer as a result of the operations of this Article 8.

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9 INDEMNIFICATION IN FAVOUR OF BUYER. CBAM EU REGULATION. EMBARGO CLAUSE

- 9.1 Supplier shall remain fully liable and responsible for the Goods and save, defend and indemnify Buyer against any loss of or damage arising out and/or in connection directly /indirectly with the Purchase Order
- 9.2 In addition, Supplier shall remain fully liable and responsible and save, defend and indemnify Buyer against any sanction to which the Buyer was subjected by REGULATION (EU) 2023/956 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 10 May 2023 establishing a carbon border adjustment mechanism (hereinafter CBAM Regulation'') in case the Supplier should declare not correct values of polluting agents (direct/indirect CO2 emissions).
- 9.3 If negotiated Goods and/or involved persons/companies and/or the contractual activities/obligations in general are under specific sanctions imposed by U.S., EU., UK, UN (including those under Council Regulation (EU) No. 833/2014 and subsequent amendments), the Buyer reserves the right to retire himself automatically and with immediate effect from the negotiations/from the Contract (even if already formed) and the Supplier waives all claims for any cost, damage etc. against the Buyer for such withdrawing. Payments (if any) received, till that moment, shall be returned immediately by the Supplier to Buyer.
- 9.4 Supplier shall defend and indemnify Buyer against any and all claims and liabilities for injury to or death of employees of Supplier or its Subcontractors.

10. PAYMENTS, RIGHT TO SET OFF AND BACKCHARGES

- 10.1. Compensation received in accordance with the provisions of the Purchase Order shall be Supplier's sole and exclusive compensation for the Goods, and the price or prices set forth in the Purchase Order are not subject to increase.
- 10.2. Right to Withhold Payments - If Buyer notifies Supplier of a failure to comply with any obligation of the Purchase Order, and Supplier remains in non-compliance for a period of five (5) days after receiving Buyer's notice of non-compliance, Buyer may withhold payment of any outstanding invoice until Supplier is in full compliance.
- 10.3. Right of Setoff and Back-Charge – The Buyer shall have the right to deduct or withhold or back charge any sum due to Supplier related to any claims of third parties against Buyer arising from Supplier's performance, breach or default, hereunder, whether under the Purchase Order and/or under other existing purchase orders between Buyer and Supplier.

11. SUBCONTRACTORS

- 11.1 Supplier shall not subcontract its activities or goods or any major part thereof without Buyers prior written approval.

12. DEFAULT AND TERMINATION FOR CAUSE

- 12.1 In the event of Supplier's:
- 12.1.1 actual or anticipated breach of or default under any provision of the Purchase Order including failing or refusing to supply the Goods with sufficient Supplier's personnel, facilities or equipment to complete the Goods, which has not been cured or the Supplier has not commenced the continuous remedy of such anticipated breach or default, within seven (7) days after written notice of such has been provided to Supplier by Buyer;
- 12.1.3. carrying out its obligations in a negligent or careless manner or failing to carry out the same due to its fault or negligence.

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12.2 Should Supplier be unable or unwilling to do so, Buyer has the right to immediately terminate the Purchase Order for cause by written notice to Supplier and Supplier will not be entitled to any cancellation or termination charge or other fee or penalty hereunder, nor will Buyer be liable to pay any costs of cancellation.

13. RIGHT TO SUSPEND WORK

13.1 Buyer may suspend performance of the Supplier's activities related to the Purchase Order, either partially or completely, for whatever length of time Buyer may elect for any reason. At such time as Buyer elects to instruct Supplier to resume Supplier's activities, Supplier shall use all its best efforts to mitigate the cost and schedule impact of such suspension. Supplier shall be compensated only for direct costs incurred as a consequence of and during the period of suspension, when such suspension shall exceed 120 (one hundred and twenty) days. Direct documented costs shall be calculated only after 120 days of grace period. In any case no profit of Supplier shall be included.

14. LIQUIDATED DAMAGES FOR LATE DELIVERY

14.1. The Supplier acknowledges the importance of the delivery date agreed in the Purchase Order as essence of the contractual obligations and shall use his best efforts to ensure that the supply shall have the highest priorities and no other delivery to be performed by the Supplier shall take precedence detrimental to the supply

14.2. Should the Supplier fail to execute delivery of the complete scope of supply or any part thereof in accordance with the delivery dates stipulated in the contract, without prejudice to the Buyer's other rights and remedies under the Purchase Order or at law, the Supplier shall be liable to and shall pay the Buyer as Liquidated Damages the following amounts:

14.3. 2% (two per cent) of the total contract amount for each week and/or part of week of delay, without prejudice to Buyer's right to claim for any further damages suffered as a consequence thereof

14.4 Buyer shall at all times be entitled to set off and deduct the amount of any liquidated damages from any amounts due by Buyer to the Supplier.

14.5. Without prejudice to the above provision, the Supplier shall promptly notify Buyer of any expected delay in the delivery dates or, in general, in the execution of the works for the supply.

15. IMPORT QUOTA AND CONSEQUENCES FOR THE SUPPLIER

15.1. As importations of Goods are subject to quarterly quotas established by European Union, the Supplier shall provide for the shipment of each lot of Goods only after the prior written approval of the Buyer

15.2. In case of application of extra costs, duties, expenses to the Buyer, due to exceeding of the quota, Supplier shall be fully liable and responsible for any direct/indirect costs, expenses, duties, customs deposits etc. which the Buyer should suffer.

16. APPLICABLE LAW AND ARBITRATION

16.1. These General Purchase Conditions and the Purchase Order shall be governed and construed in accordance with the Italian Law.

16.2. All disputes arising out of or relating to the Purchase Order regulated by these General Purchase Conditions shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the "Rules") by a sole arbitrator appointed in accordance with the Rules. The Arbitrator shall decide according to the Italian Law. The Language of arbitration shall be the English Language. The seat of arbitration shall be Milan (Italy). However, SOLUZIONI shall be entitled to institute proceedings against the Supplier by the Court of the place where it has its registered office, in order to obtain precautionary and/or urgent injunctions.

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17. EXCLUSION OF VIENNA CONVENTION 1980

17.1 (where applicable) The application of any of the provisions of the United Nations Convention on Contracts for International Sale of Goods (Vienna Convention 11th April 1980) to these General Purchase Conditions or incorporation of such provisions into Purchase Order, at any time is expressly excluded in all respects.

Livorno Italy April 1st 2024

THE SUPPLIER

The Supplier hereby states and declares that he carefully examined and that it expressly approves, for the purposes and to the extent provided for by articles 1341 and 1342 of the Italian Civil Code, the following clauses:

- Article 2.3. Opportunity to ascertain the nature and extent of the assumed risks
- Article 2.4. Exclusion of Supplier's General Conditions
- Article 3.1. Essentiality of the Term of Delivery of the Goods
- Article 4 Transfer of title and transfer of risks
- Article 6.1.3 Compliance of Goods to the scopes and purposes of the Contract
- Article 6.4. Latent Defects and related consequences for the Supplier
- Article 7.2 Not assignment of the Contract to third parties
- Article 8 Buyer's right to cancel the Contract for convenience
- Article 9 Indemnification in favour of Buyer. CBAM EU Regulation. Embargo clause
- Article 12.1 Default and termination for cause
- Article 13.1 Buyer's right to suspend the Purchase Order
- Article 14 Liquidated damages for late delivery
- Article 15 Import quotas and consequences for the Supplier
- Article 16 Applicable Law and Arbitration
- Article 17 Exclusion of Vienna Convention (11th April 1980)

Livorno Italy April 1st 2024

THE SUPPLIER