

GENERAL TERMS AND CONDITIONS OF SALE PROSIMET S.p.A.

1 Scope of application

1.1 All supplies and related services are provided exclusively on the basis of these General Terms and Conditions of Sale (hereinafter, the “GTC”).

1.2 Definitions for the purposes of these GTC:

- “Seller” or “Prosimet” means Prosimet S.p.A., with registered office at Via Rodi 10, Filago (BG), as the party supplying the products and services governed by these GTC.
- “Buyer” means any natural or legal person purchasing products or services from Prosimet S.p.A., as well as all persons acting in its name or on its behalf, including – by way of example – directors, officers, employees, collaborators, consultants and other persons involved in activities relevant to the execution of the contract.
- “GTC”: means the set of clauses governing sales carried out by Prosimet.

1.3 Under no circumstances any general terms and conditions prepared by the Buyer shall apply, even in the absence of an express exclusion by the Seller in the order confirmation.

1.4 These GTC apply to all transactions relating to products supplied by Prosimet. By accepting the offer, the Buyer declares to fully accept these GTC.

1.5 Any deviation from or amendment to these GTC shall be valid only if accepted in writing by Prosimet S.p.A.

2 Offer and acceptance

All offers of Prosimet are non-binding and without obligation and shall be construed as an invitation to the Buyer to submit a binding purchase order to the Seller. By submitting the binding purchase order and/or accepting the offer made by Prosimet, the Buyer also accepts these GTC. The contract is concluded upon written acceptance by Prosimet of the Buyer’s purchase order. If such acceptance differs from the order, it shall be deemed a new non-binding offer from Prosimet.

3 Product quality, warranties

3.1 The quality of the goods is exclusively determined by the product specifications of Prosimet, as set out in the relevant technical data sheet, TDS and safety data sheet SDS (or MSDS).

Uses identified on the basis of the European Regulation on the registration of

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chemical substances (REACH), specific for the goods, shall neither constitute an agreement on the corresponding contractual quality of the goods nor a predetermined use for this contract.

4 Advice

Any advice provided by Prosimet is given based on its best knowledge. Any advice and information regarding suitability and use of the goods shall not release the Buyer from the obligation to carry out its own checks and tests.

5 Prices

If the prices of the product to be supplied or Prosimet's payment conditions are generally changed between the date of contract conclusion and delivery, Prosimet shall be entitled to apply the price or payment conditions in force at the date of delivery. In the event of a price increase, the Buyer shall have the right to withdraw from the contract within 14 days from notification of the price increase by sending an e-mail to amministrazione@prosimet.com.

Notification of price increase shall be made by e-mail to the same address used by the Buyer for the order communication.

6 Application of INCOTERMS, Delivery

6.1 Delivery shall be made as agreed in the contract. The commercial terms shall be interpreted in accordance with the INCOTERMS in force at the date of conclusion of the contract.

6.2 Prosimet shall have the right to make and invoice partial deliveries, provided that the delivered goods are usable by the Buyer for the contractual purpose, that the delivery of the remaining goods is ensured and that the partial delivery does not entail substantial additional work or costs for the Buyer (unless Prosimet agrees to bear such costs).

6.3 Delivery or deadline dates specified by Prosimet shall always be deemed indicative and non-binding, unless expressly guaranteed by Prosimet.

7 Transport damages

Claims relating to transport damages must be immediately notified by the Buyer to the carrier, with a copy to Prosimet within the specific deadlines set out in the transport contract.

8 Compliance with legal provisions

Unless otherwise specifically agreed, the Buyer shall be responsible for

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compliance with all laws and regulations regarding import, transport, storage and use of the goods.

9 Delay in payment

9.1 Failure to pay the purchase price when due constitutes a material breach of contractual obligations.

9.2 In case of non-payment by the Buyer, Prosimet shall be entitled to charge default interest at the rate provided for by Legislative Decree 231/2002, in force at the time payment was due.

10 Notification period and Buyer's rights in case of defects of the goods

10.1 The Buyer must immediately inspect the goods upon delivery for any defects. Defects detectable during normal inspections shall be notified to Prosimet without delay and in any case within eight days from receipt of the goods; defects not immediately detectable shall be notified without delay and in any case within eight days from discovery. Notification must be made in writing and shall describe in detail the type and extent of the defects.

10.2 If the goods are defective and the Buyer has promptly notified Prosimet in accordance with clause 10.1, the Buyer shall be entitled to replacement and/or repair of the goods or termination of the contract in accordance with the following provisions:

- a) Prosimet shall have the right to choose whether to remedy the defect or to supply defect-free goods.
- b) Prosimet reserves two attempts at subsequent performance on the basis of letter a). If these attempts fail, or are unacceptable to the Buyer, the Buyer may either withdraw from the contract or request a reduction of the purchase price.
- c) With regard to claims for damages and reimbursement of costs due to defects, clause no. 11 shall apply.

11 Liability

11.1 Prosimet shall be liable in case of wilful misconduct and gross negligence on its part and on the part of persons for whom it is legally responsible only for damages that are the immediate and direct consequence of the breach.

11.2 Where the breach by Prosimet or persons for whom the Seller is legally responsible results from negligent violation of essential obligations (i.e. those obligations without which the business partner would not have entered into the contract), Prosimet's liability shall not exceed the value of the goods subject of the contract under which the damaging conduct occurred.

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11.3 In any case, Prosimetra shall not be held liable:

- a) where the damage has occurred due to supervening causes not attributable to Prosimet, including fortuitous events, force majeure or events beyond its control;
- b) where the breach or delay occurred after Prosimet entrusted the goods to the carrier responsible for delivery;
- c) for damages arising from improper use of the products, use not compliant with technical specifications or instructions, or processing, transformation or mixing of products by the Buyer or third parties;
- d) where the breach resulted from inaccurate and/or incorrect information provided by the Buyer;
- e) where the delay or breach results from proper compliance with regulatory requirements or legal obligations related to the European Chemical Regulation REACH to which the Buyer is subject.

12 Limitation period

12.1 The limitation period for claims due to material and legal defects is one year from receipt of the goods, provided that the defect has been notified in accordance with clause 10.1. If acceptance has been agreed between the parties, the limitation period shall start from acceptance.

12.2 The limitation period for claims for damages based on contract and/or tort is one year from delivery of the goods.

13 Set-off

The Buyer may set off claims only in the event of counterclaims that are undisputed or established by a final judgment.

14 Securities

In the event of justified doubts regarding the Buyer's solvency, and in particular in the event of default by the Buyer, Prosimet may, without prejudice to further claims, revoke previously granted payment terms and make further deliveries dependent on advance payments or the provision of other guarantees.

15 Force majeure

If an event or circumstance beyond Prosimet's reasonable control (including natural events, wars, strikes, lockouts, lack of raw materials and energy, transport obstacles and breakdown of production facilities, fires, explosions, administrative measures) renders performance or procurement of raw materials impossible or

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excessively onerous, Prosimet shall (i) be released from its obligations under this contract to the extent of the impediment and (ii) have no obligation to procure the goods from other sources.

Force majeure shall also include conditions, incidents and/or circumstances that make performance excessively onerous and therefore no longer commercially viable for Prosimet or any of its suppliers.

If the aforementioned events continue for more than 3 months, Prosimet shall have the right to withdraw from the contract without the Buyer being entitled to any compensation.

16 Place of payment

Regardless of the place of delivery of the goods or documents, the place of performance of the Buyer's payment obligation is Prosimet's registered office.

17 Intellectual property

The Buyer acknowledges and accepts that Prosimet has exclusive rights to the intellectual property of the supplied goods, including but not limited to patents, licenses, copyrights, know-how, drawings, calculations, improvements, instructions, trademarks and trade secrets, whether in written or unwritten form ("Seller's intellectual property"), and therefore shall not in any way reproduce, copy and/or disclose to third parties any such intellectual property of Prosimet.

18 Non-export clause

18.1 The Buyer represents, warrants and undertakes that the Products supplied by Prosimet S.p.A. shall not, directly or indirectly, be sold, supplied, transferred, exported or re-exported, nor made available, in violation of applicable economic and trade sanctions regulations adopted by the European Union, the United Nations, as well as any other applicable laws on international restrictive measures to: persons, entities or bodies subject to sanctions;

- persons established or operating in restricted countries;
- persons who may use the Products in such countries or for prohibited purposes.

The Buyer further guarantees that it will not engage in conduct aimed, directly or indirectly, at circumventing or evading the above restrictive measures.

18.2 The Buyer undertakes to:

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a) include clauses substantially equivalent to this one in all contracts concluded with third parties relating to the Products (including distributors, agents and end customers);

b) adopt and maintain adequate internal control procedures, due diligence and continuous monitoring suitable to prevent and detect violations of sanctions regulations;

c) promptly inform the Seller in writing of any transaction, request or circumstance that may entail a risk of violation or circumvention of sanctions;

d) provide, upon the Seller's request, any information and documentation necessary to demonstrate compliance with these provisions;

f) immediately suspend any suspicious or non-compliant transaction.

18.3 Without prejudice to any further legal remedies, in the event of violation, even potential or suspected, of the provisions set out in paragraphs 18.1 and **18.2**:

(a) the Seller shall have the right to terminate the contract with immediate effect pursuant to Article 1456 of the Italian Civil Code, as well as to suspend ongoing supplies without notice;

(b) the Buyer shall be liable and shall indemnify and hold harmless the Seller from any loss, damage, cost, sanction (including administrative and criminal), burden or liability arising from such violation.

19 Data protection

19.1 In the event that the Buyer, in the execution of the contract, receives and obtains from Prosimet or third parties personal data relating to Prosimet's personnel (hereinafter "Personal Data"), the following provisions shall apply. If the processing of the Personal Data disclosed as above is not carried out on behalf of Prosimet, the Buyer shall be authorized to process such Personal Data only for the purposes of performing the relevant contract. The Buyer shall not be authorized, unless permitted by applicable law, to process Personal Data, and in particular to disclose and/or analyse it for its own purposes and/or profile such Personal Data. This provision also applies to anonymous data. The Buyer shall ensure that Personal Data is accessible only to those employees who need to know it for the performance of the contract (need-to-know principle). The Buyer shall set up an internal organization suitable to ensure compliance with applicable personal data processing regulations. In particular, the Buyer shall adopt appropriate technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data. The Buyer shall not acquire ownership or any other rights over Personal Data and

shall be obliged, in accordance with applicable laws, to correct, delete and/or restrict the processing of Personal Data. Any right of retention by the Buyer with regard to Personal Data is excluded.

In addition to legal obligations, the Buyer shall inform Prosimet in the event of a Personal Data breach, and in particular in the event of loss, without delay and in any case within 24 hours from becoming aware of the breach. After termination of the relevant contract, the Buyer shall, in accordance with applicable law, delete the Personal Data, including any copies.

19.2 Further information on data protection at Prosimet is available at: www.prosimet.com

20 Compliance with Legislative Decree 231/2001

20.1 The Buyer declares that it has been informed that Prosimet S.p.A. has adopted an Organization, Management and Control Model pursuant to Legislative Decree no. 231 of 8 June 2001, as well as a Code of Ethics. The Code of Ethics is published on the Company's website at www.prosimet.com. The Buyer further declares to be aware of the principles of Legislative Decree 231/2001 and of the administrative liability of entities provided for therein.

20.2 The Buyer undertakes to:

- Comply with the Code of Ethics and the provisions of Model 231 adopted by Prosimet S.p.A.;
- Refrain from conduct that may expose Prosimet S.p.A. to the risk, even potential, of application of the sanctions set out in Legislative Decree 231/2001;
- Ensure that these obligations are also complied with by its senior management and employees.

20.3 Any violation by the Buyer or its personnel of the rules contained in the Code of Ethics, in Prosimet S.p.A.'s Model 231 or in the principles of Legislative Decree 231/2001 shall constitute a serious breach pursuant to Article 1456 of the Italian Civil Code.

In such case, Prosimet S.p.A. may declare the sales contracts governed by these General Terms terminated by notice sent by registered letter with return receipt and/or certified e-mail. Termination shall take effect immediately upon receipt of the notice. The right of Prosimet S.p.A. to claim compensation for any damage suffered or to be suffered as a result of the breach remains unaffected.

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21 Jurisdiction

For any dispute arising in relation to this contract or connected thereto, the court of the place where Prosimet has its registered office, namely the Court of Bergamo, shall have exclusive jurisdiction. Prosimet shall also have the right to bring proceedings against the Buyer before such court or before the court of the Buyer's registered office.

22 Applicable law

The contractual relationship shall be governed by Italian law, excluding the application of conflict of laws rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

23 Language of the contract

If these General Terms and Conditions of Sale are made available to the Buyer also in a language other than the one chosen for the drafting of the sales contract (Contract Language), this shall be done solely for the Buyer's benefit. In case of differences of interpretation, the version drafted in the Contract Language shall prevail.

24 Invalidity of a clause or part thereof

The possible invalidity, even subsequent and even partial, of a clause of these General Terms and Conditions of Sale shall not affect the validity of the remaining clauses and/or the remaining part of the clause.

25 Contact for communications

For any communication relating to these General Terms and Conditions of Sale, the Buyer may contact the Seller at the following address: amministrazione@prosimet.com

Filago, June 2026

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