

**General Terms and Conditions of Kind Special Alloys Italia S.r.l., hereinafter referred to only as "Kind Italia", with registered office in Brunico (BZ), Italy, and administrative and operational headquarters in Collegno (TO), Italy, for the purchase of steel and industrial components and equipment.**

Date: 1° July 2025

**These General Terms and Conditions of Purchase form an integral part of the commercial negotiation and as such are deemed known and accepted by the Supplier.**

**The Purchaser's terms and conditions of purchase contained in this document ("General Conditions of Purchase") apply exclusively to all purchases of any product made by Kind Special Alloys Italia srl ("KIND ITALIA" or "Purchaser" or "Buyer"). Supplier's terms and conditions that differ from the General Conditions of Purchase shall not apply unless Buyer expressly agrees in writing to their application.**

#### **I. Purchase Orders**

1. Purchase orders are only binding if they are sent by the Purchaser in writing. Verbal agreements - including subsequent amendments and supplements to these General Terms and Conditions of Purchase - must be confirmed by the Buyer in writing in order to be valid.
2. Quotations/offers shall be prepared at no cost to the Buyer and shall not bind the Buyer. For their period of validity, the Supplier's cost estimates shall form a binding basis for purchase orders.
3. The documents used by the Supplier in business relations with the Purchaser shall at least indicate: purchase order number, order number of the order, plant, place of delivery, complete description of the text/item of the article, volumes, and units of volume.

#### **II. Prices**

1. Product prices are fixed prices and are not subject to increase unless specifically agreed upon in the pre-contractual framework, including but not limited to increases in raw material or component costs, labour costs, transport costs, or fixed costs. They include everything the Supplier has to do to fulfil its obligation to supply in full.

#### **III. Object of the Supply**

1. For the supply of steels, the Purchaser defines its own technical specification relating to chemical composition, hardness, type of heat treatment if foreseen, dimensions and tolerances, ancillary processing, packaging, minimum labelling on material, reference standards, which it sends to the Supplier for acceptance.

Only after mutual acceptance of the technical specification, subject to additions or modifications accepted during the negotiation phase, and of the other contractual conditions, does the purchase contract become effective.

Both materials and ancillary documents form an integral part of the object of supply. The Supplier shall also send to the Purchaser all the documentation necessary for the accounting and administrative management of the receipt of the material, incoming control, registration in the warehouse (delivery notes, certificates of analysis and origin if necessary, labelling on bars and rounds), accounting registration (invoices)

- for the supply of plant and machinery, the Supplier shall transfer to the Purchaser the ownership and possession of all technical documents (also for subcontractors) and other documents necessary for production, maintenance, and operation. These technical documents shall be drawn up in Italian.

- the Supplier shall carry out the supply in such a way that it does not infringe any intellectual property rights or copyrights of third parties;

- the Supplier shall transfer all rights necessary for the use of the supplies by the Purchaser or third parties, considering any patents, supplementary protection certificates, trademarks, registered designs; - the Purchaser shall have the unconditional right to carry out or have carried out by third parties' repairs and modifications to the supplies, as well as to produce or have produced by third parties' spare parts.

2. If the Supplier intends to change the agreed scope of supply, the Supplier shall only be entitled to demand additional payments or changes to the agreed dates if such changes and modifications have been agreed upon in writing in advance between the parties. Any changes and/or amendments to any purchase order accepted by the Supplier - or deemed accepted by the Supplier - shall only be valid and binding if agreed upon in writing between the parties.

3. Ordered volumes are binding unless agreed to in writing between the parties. In the event of excess or missing deliveries, the Purchaser shall be entitled to refuse the additional part or to request a supplement at the Supplier's cost and expense, subject to compliance with tolerances as per industry practice.

#### **IV. Quality**

1. The supplier shall introduce and maintain a state-of-the-art, documented quality system, which shall meet the internationally required industry requirements.

#### **V. Period/deadline of supply**

1. Agreed delivery dates are binding. Supplies delivered prior to the agreed delivery date shall entitle the purchaser to reject such delivery until the agreed delivery date.

2. If the Supplier becomes aware that an agreed-upon deadline cannot be met, he shall inform the Purchaser immediately in writing, stating the reasons for the delay and the expected duration of the delay, and indicating the deadline by which delivery will be made. This deadline may result in termination

of the contract or withdrawal by the Buyer if interest in the purchase is lost by that date. In the event of acceptance of the extension of the delivery period by the Buyer, this shall be deemed "essential" requiring explicit agreement of the clause. In the event of non-fulfilment, the provisions of Italian law shall apply. In particular, the Purchaser shall have the right, after the expiration of the extension period reasonably granted by the Purchaser, to terminate the agreement and to claim damages in lieu of performance as well as damages in addition to the same claim for performance

3. Acceptance without reservation of late deliveries shall not be construed as a waiver of any right or claim of the purchaser.

4. If, due to force majeure, strikes or lockouts, the fulfilment of contractual obligations is impossible or substantially hindered, the Purchaser may terminate the contract, in whole or in part, or demand its fulfilment at a later date, without this giving rise to any rights on the part of the Supplier against the Purchaser.

5. The Supplier may only complain of non-receipt of any documents to be supplied by the Purchaser if the Supplier has not received them following a written reminder.

#### **VI. Delivery/performance and storage**

1. If the Supplier and the Buyer agree on the application of the #Incoterms" of the International Chamber of Commerce (ICC), the version in force shall apply. However, such Incoterms shall apply only as far as they do not conflict with the provisions of these General Terms and Conditions of Purchase and other completed contracts. Unless otherwise agreed in writing, delivery by land shall be made "duty paid" (DDP) at the place of delivery indicated in the purchase order. Supply by sea will be discussed with the supplier on a case-by-case basis, in the absence of specific agreements CIF Italian Port associated with ICC-A (all risk) insurance policy is required.

2. Products must be shipped to the addresses indicated in the purchase order. Delivery to Kind Special Alloys' operational headquarters in Collegno (TO) Italy, Via Italia 65, 10093 is possible from Monday to Friday, from 8.30 to 11.30 and from 13.30 to 16.00, except for national and local holidays or other communication sent by the purchaser. Incoming goods are handled by overhead crane; carriers must ensure that materials are loaded in such a way that they can be unloaded from the means of transport by this crane.

Delivery to the purchaser's subcontractors or customers is governed by the opening times in force at the consignee's premises; in this case, the carrier is obliged to check opening dates and times and assumes all risks and burdens, without any recourse to the purchaser. The purchaser undertakes to provide the correct destination address when drafting the purchase order.

Delivery to a place of receipt other than that indicated in the purchase order does not entail the transfer of risk from the Supplier to the Purchaser, even if the delivery was accepted at that place of receipt. The Supplier shall bear the additional costs incurred by the Purchaser resulting from delivery to an address other than the one agreed upon for receipt.

3. Partial deliveries are not permitted unless the Purchaser has expressly agreed to them in writing.

4. If weighing is required, the weight indicated on the Buyer's calibrated scales shall apply.

5. In cases where the Supplier is entitled to request the return of the packaging for shipment, such request shall be clearly indicated on the delivery documents.

6. During transport, the Supplier shall comply with all applicable statutory provisions, in particular the statutory provisions on the transport of dangerous goods and the applicable directives on dangerous goods, including their annexes and appendices.

9. Unless otherwise agreed upon in writing between the Supplier and the Purchaser, the risk of accidental loss or accidental deterioration shall be borne by the Supplier until physical delivery of the goods at the place of destination.

#### **VII. Reservation of title and ownership**

1. Ownership of the delivered products shall be transferred upon delivery to the address specified in the purchase order. No retention of title shall apply in favour of the supplier.

2. If the parties expressly agree that the products are sold under reservation of title, ownership of the products shall be transferred upon payment of the purchase price. Even if the Supplier has made a delivery under reservation of title, he shall not be entitled to demand the return of the goods unless he has terminated the contract.

## VIII. Declaration of origin and customs documents

1. If the Supplier makes declarations concerning the status of origin of the goods sold the following provisions shall apply:

(a) the Supplier undertakes to allow the customs administration to verify the proof of origin and to provide the necessary information and confirmations;

(b) the Supplier shall be obliged to compensate all damages resulting from the failure of the competent authority to recognise the declared origin due to incorrect certification or failure to carry out verifications, unless he is not responsible for these consequences

(c) the Supplier shall ensure, at his own expense and without undue delay, that all documents necessary for the actual execution of the order and delivery of the products to the Purchaser, such as export approvals, are made available in good time, for transport by sea at least 15 days before the ETA (Estimated Time of Arrival) expected for the ship and remain valid during the period of execution of the order. In the event of non-fulfilment of this obligation by the Supplier, the Purchaser shall be entitled to terminate the contract in accordance with Article 1456 of the Civil Code and, in any case, to claim damages from the Supplier.

The same shall apply if, for example, despite the Supplier's best efforts, the necessary approvals are not granted within a reasonable period of time for the Purchaser or are withdrawn or become invalid during the performance of the contract.

(d) The Supplier undertakes to provide information and documents for customs clearance of the materials at land and sea customs in suitable time; any delays and related costs shall be charged to the Supplier.

## IX. Execution, Subcontractors, Assignment

1. The Supplier may not transfer or assign the purchase order and/or the completed agreement, or any rights or obligations arising therefrom, to third parties, in whole or in part, without the prior written consent of the Purchaser.

2. At the Purchaser's request, the Supplier is obliged to name his subcontractors. In any case, the Supplier shall not be entitled to subcontract to third parties, without the prior written consent of the Purchaser, any activities necessary for the fulfilment of his obligations to the Purchaser.

3. The Supplier may not assign to third parties his claims for compensation and/or damages against the Purchaser nor may he grant third parties' powers of attorney for collection.

## X. Termination

1. The Purchaser has the right to terminate the contract concluded in accordance with the Civil Code.

2. The Purchaser shall also have the right to terminate the agreement without notice if (a) insolvency proceedings, including but not limited to composition with creditors, are instituted before any court by the Supplier or by any third party; or (b) the Supplier reaches a debt restructuring agreement or approves/receives a certified restructuring plan.

3. If insolvency proceedings are instituted against the Supplier, the Purchaser shall be entitled to purchase the material and/or semi-finished products, including any special equipment, processed by the Supplier, and not yet completed prior to the commencement of the insolvency proceedings on reasonable terms and conditions.

## XI. Invoicing, payment, compensation

1. Payment shall be made in the agreed manner. Any delivery made before the agreed date shall not affect the payment period for that delivery date.

2. The invoice and all ancillary documentation issued in accordance with applicable Italian law shall be a precondition for the respective payment. In the absence of complete documentation, the contractually agreed payment period shall not be counted.

3. Kind Italia shall withhold from payments any sums owed to it for any reason by the Supplier, including those resulting from its non-performance.

## XII. Warranty Claims for Defects and Product Liability

1. In addition to any other warranties provided for by applicable statutory provisions, the Supplier declares that his products

(i) are free from defects

(ii) have the requirements agreed upon under III 1, and

(iii) fulfil their intended purpose (points (i), (ii) and (iii) together "Defect") during the warranty period mentioned below.

2. The guarantee period referred to in item 3 of this Section XII begins with the complete delivery of the object of supply or, if a test has been agreed upon, with acceptance.

3. The warranty period for defects referred to in Clause 1 of this Section XII is 36 months ("Warranty Period"); any longer limitation period, if provided by law, shall not be deemed to be shortened by the agreement on the Warranty Period.

The Purchaser shall not be obliged to carry out inspections of the incoming goods beyond what is described below. In view of the inspections carried out

by the Supplier under the Quality System as described in Section IV, the Purchaser is obliged to inspect the delivered goods only with regard to

a) its identity (based on the information provided in the delivery note and, on the label, or stamping on the flat bar, round bar, single piece drawing or bundle),

- Steel brand or designation according to Werkstoff or UNI EN designations

- Weight in KG for all materials

- Length, thickness, and width for flat bars

- Diameter and length for round bars

- Heat number

b) number of units delivered

c) any visible material damage (surface cracks, non-standard cuts)

d) any transport damage clearly visible externally on the transport packaging.

The Purchaser is obliged to notify the Supplier of any Defects found with respect to the specification initialled in the order confirmation in the normal course of business within 12 months of delivery. There are no other obligations of the Purchaser in this respect.

For hidden defects or defects not immediately discoverable by the listed incoming inspection procedures, the liability and warranty rules of the Civil Code shall apply.

4. All Defects reported within the Warranty Period shall be remedied by the Supplier replacing or repairing the products without delay and at no cost to the Purchaser. The costs of rectifying the products or providing replacements, including all incidental costs (e.g., transport), shall be borne and indemnified by the Supplier. Costs and expenses incurred by the Purchaser's customers shall also be borne and indemnified by the Supplier. If the Supplier culpably fails to remedy the Defect immediately or to perform the supply in accordance with the contract, the Purchaser shall be entitled to perform the necessary work himself or have it performed by a third party at the Supplier's expense and risk. If, in an urgent case, it is no longer possible, due to the particular urgency, to inform the Supplier of the Defect and the impending damage and to set a time limit for its repair, the Purchaser shall, in addition, have the right to repair the Defects himself or to have them replaced at the Supplier's expense. This shall be without prejudice to the statutory rights of withdrawal, termination, reduction of the purchase price or damages and any other applicable rights.

5. In the event of non-fulfilment by the Supplier of the foregoing and/or of the provisions of these General Conditions, the Purchaser shall have the right to suspend payments to the Supplier until exact fulfilment and, if this does not occur, to set off the Supplier's claim against the amount of damages suffered as a result of the non-fulfilment.

## XIII. Place of performance, place of jurisdiction

1. The place of performance for all deliveries shall be the place of receipt indicated by the purchaser.

2. The Parties agree that any dispute arising out of, or in connection with, these General Terms and Conditions of Purchase and/or the contract concluded and any contract and document to which these General Terms and Conditions of Purchase apply, including any dispute relating to its interpretation, existence, validity or termination as well as the sale of any product, shall be subject to the exclusive jurisdiction of the Italian Courts and to the exclusive jurisdiction of the Court of Bolzano (Italy).

## XIV. Applicable Law

1. These General Terms and Conditions of Purchase and any contract and document to which these General Terms and Conditions of Purchase apply shall be governed exclusively by the applicable laws of Italy, to the exclusion of the provisions of law concerning conflict of laws.

## XV. Prohibition of advertising/confidentiality

1. The use of the Buyer's requests, purchase orders and related correspondence for advertising purposes requires the prior express consent of the Buyer in writing.

2. Any information of a commercial or technical nature, as well as operational events, facilities, documents, etc., referring to Kind Italia and/or its customers, of which the Supplier becomes aware in connection with the activities carried out for the Purchaser, are confidential and reserved, and the Supplier is obliged to guarantee and maintain the confidentiality of such information. The Supplier is obliged to impose and ensure compliance with these obligations on its auxiliaries, collaborators, employees and suppliers. These obligations remain even after the submission of offers and after the contract has been concluded and terminated, to the extent provided for by the applicable regulations.

## XVI. Partial invalidity

1. Should single provisions of the General Terms and Conditions of Purchase become wholly or partially invalid, the remaining provisions shall remain valid. The same shall apply to the relevant completed contract.

## XVII. Data protection

1. The parties acknowledge that personal data relating to the Supplier and the Purchaser - and their respective employees - may be processed in connection with the agreements concluded.
2. The data shall be processed manually and digitally by employees of the Supplier and the Purchaser for contractual purposes only and for all related legal obligations.
3. The processing of the information shall take place in full compliance with the applicable law and all rights of the persons concerned under the applicable law.

#### **XVIII. REACH Clause**

1. The Supplier shall fulfil and comply with all specifications and measures resulting from REACH for all materials, prepared materials and products supplied/delivered to the Purchaser.

#### **XIX. Basic working conditions**

1. The Supplier undertakes to pay its personnel and subcontractors or temporary workers a salary no lower than that provided for by the applicable collective labour agreements and to scrupulously observe all social security, welfare, accident prevention, tax (including the payment of taxes and VAT, as well as all withholding taxes provided for by law) and environmental obligations, as provided for by the applicable national and European laws and regulations.
2. The Supplier shall indemnify and hold the Purchaser harmless against any claims and obligations of third parties arising from a breach of the aforementioned laws by him or any subcontractor/temporary staff supplier. In the event of a breach of this Section XX. The Purchaser shall also be entitled to terminate the contract with the Supplier without observing any period of notice in accordance with Article 1456 of the Civil Code.

Bruneck, July 2025

Kind Special Alloys Italia S.r.l.,

the Supplier

The Parties declare to specifically approve, after careful reading, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, these general terms and conditions of contract with particular reference to the following clauses in the articles indicated with numbers: II. Prices; V. Supply period/expiry dates; X. Termination; XI. Invoicing, payment, compensation; XII. Warranty rights for defects and Product Liability; XIII. Place of performance, place of jurisdiction; XIV. Applicable law; XV. Prohibition of Advertising/Confidentiality; XIX. Minimum Working Conditions.

Bruneck, July 2025

Kind Special Alloys Italia S.r.l.,

the Supplier