

GENERAL CONDITIONS OF SUPPLY

of

PONTI GUARNIZIONI S.r.l., con sede legale in Foresto Sparso (BG), via Faveti 13, C.F. e P. IVA 02036320162, in the person of its legal representative pro tempore RENATO PONTI

Article 1 – Scope and validity of the General Conditions

- 1.1 The Supplier is a qualified company operating in the sector of moulding, production and sale of technical rubber articles, an activity for which it declares and guarantees that it has all the necessary subjective and/or objective requirements, and all the authorisations and certifications required by current sector legislation.
- 1.2 The Supplier, in the supply / sub-supply relationships to which it is a party, applies the terms and conditions indicated below (the "General Conditions") which form an integral and substantial part of each relationship and of each supply or sub-supply contract concluded between the Supplier and the customer (hereinafter: "Client").
- 1.3 to the extent necessary, such General Conditions of Supply are reported below so that the Client, by signing them, declares to know and approve them, with the understanding that they will regulate the contractual relationship with the Supplier for its entire duration;
- 1.4 The Supplier reserves the right to modify, integrate or vary the General Conditions, attaching such variations to the offers or to any written communication to the Client. Where the modifications, integrations or variations of the General Conditions are not accepted by the Client, the General Conditions previously accepted will apply.

1.5 The invalidity in whole or in part of individual provisions of these General Conditions does not affect the validity of the remaining provisions.

Article 2 – Orders, acceptances, cancellations

2.1 The Client's orders (hereinafter: "O.F.") and the Supplier's related acceptances must be made in written form.

2.2 The O.F. must indicate the technical specifications of the supply/subcontract (hereinafter: the "Order") requested (drawings, samples, materials), the quantities requested, the terms and methods of delivery. In the event that the Client does not precisely identify the characteristics of the requested materials and the production specifications, the Supplier will apply standard materials and technical specifications of Ponti Guarnizioni S.r.l. It is the Client's responsibility to evaluate the conformity of such technical specifications, and of any technical specifications reported in the offer issued by the Supplier, with respect to its own needs.

2.3 The OF will be considered accepted only with the issue by the Supplier of the written order confirmation. In the event that the Supplier does not provide written confirmation of an OF, the issuance of the invoice or the execution of the order by the Supplier must be considered as acceptance of the OF.

2.4 Each Order will be governed by these General Conditions unless otherwise expressly provided in the order confirmation. The specific terms and conditions of the individual supplies are exclusively those indicated in the order confirmations sent by the Supplier to the Customer.

2.5 The Client has the right to cancel the OF on the working day following receipt of the order confirmation. For cancellations communicated at a later time, the Supplier reserves the right to charge all or part of the agreed fee for the Order, also in relation to any activities already started for the processing of the OF.

Article 3 – Terms and methods of delivery; suspension of execution; failure to collect

3.1 The delivery terms are specified in the individual order confirmations and are indicative. If the OF provides for the production of new items, the Supplier will send the Client the relevant samples and only after their approval by the Client will the delivery times of the Order be specified.

3.2 The Supplier has the right to extend or suspend the deadline for processing the OF, without this entailing the application of penalties or compensation to its charge, in the event of force majeure or exceptional events (such as, by way of example only: lockout, strikes, epidemic, war, fire, flood, difficulty in the procurement of raw materials independent of the Supplier), or if the Client does not provide the data necessary for the execution of the Order in good time or changes have occurred in the OF, even if accepted by the Supplier. In such situations, where the delay in delivery exceeds sixty days, the Client may cancel the OF.

3.3 The Supplier may suspend the execution of the OF or its delivery, pursuant to art. 1460 of the Italian Civil Code, where the Client has not paid in full for the previous Orders.

3.4 Unless otherwise provided for in the order confirmation or in a written agreement between the parties, the goods will be delivered ex-works to the Supplier's warehouse in Foresto Sparso (BG), via Faveti 13; the organization of transport and the related costs will in any case be borne by the Client, regardless of the method of transport and payment of the Order.

3.5 The Client undertakes to notify the Supplier of the failure to deliver the goods to the destination indicated in the transport document or of the delivery to a place other than that indicated in the transport document within 60 hours following the date scheduled for delivery to the destination, by registered letter with return receipt or certified email also containing a copy of the signed transport document. It is understood that the Client will hold the Supplier harmless for taxes, surcharges, interests and penalties of any kind, in the event of charges made by the Financial Administration against him/her arising from such

failure to communicate or in any case from the delivery of the goods to a destination other than that indicated in the transport document.

3.6 Delivery (or the provision of the goods communicated in writing) determines the transfer to the Client of the risk for the loss and damage that the goods may suffer as a result of events not attributable to the Supplier. The goods travel at the Client's risk even if the parties have agreed to a free destination sale. Even if the Supplier were to arrange, as a courtesy, the transport directly on behalf of the Client, the related risk will be borne by the latter, with express exemption from any liability for the Supplier.

3.7 Failure by the Customer to collect the ordered goods within seven days of them being made available will result in the agreed price being charged and invoiced regardless of actual collection, and for each day of storage following this deadline the Supplier will charge the Customer a daily cost of Euro 200.00 as compensation for the occupation of the warehouse.

Article 4 - Prices and terms of payment; late payment interest; default

4.1 The prices and payment terms are indicated in the offer issued by the Supplier, which will be valid for a period of 3 months from issue unless otherwise indicated, and are intended EXW. In the event that the OF is not preceded by the offer, the Supplier's price list in force at the time of sending the OF will apply. If the product or service is not included in the price list, the one confirmed in writing by the Supplier in the acceptance of the order sent to the Client will apply and will be considered approved by the Client in this case if not contested in writing within three working days following transmission. In any case, the prices must always be intended EXW so that any charges or expenses relating to shipping, delivery and/or transport of the goods are the exclusive responsibility of the Client.

4.2 Payment for each OF must be made, against issuance of the relevant invoice, according to the conditions set out in the Offer or otherwise agreed.

4.3 The Supplier's invoices that are not contested by the Client by certified email or registered letter with return receipt within 8 days of their receipt are considered fully accepted by the Client.

4.4 Late payments will automatically accrue interest on late payments at the interest rate set out in Legislative Decree 231/2002, without the need for prior notice or written formal notice.

Article 5 - Complaints and guarantees

5.1 The Supplier guarantees that the goods supplied are free from faults and defects.

5.2 The defective goods will be replaced or repaired at the Supplier's expense and care.

5.3 Any complaint does not entitle the Customer to suspend or delay, in whole or in part, the payment of the disputed Order within the agreed terms;

5.4 The disputed goods must be kept, for at least 90 days from the complaint, at the disposal of the Supplier, who reserves the right to carry out the appropriate checks at the place where the goods are located.

5.5 This warranty absorbs and replaces any legal warranty or liability (which is deemed waived) and operates exclusively on condition that:

a) the Customer reports in writing the flaws and/or defects of the delivered products within the peremptory term of 8 days from delivery if evident and/or obvious, or within the peremptory term of 8 days from discovery in the case of hidden flaws and/or defects. The right to the warranty will in any case be considered to have expired if not exercised within the maximum limit of one year from delivery.

b) the Customer's complaint is detailed and indicates the technical specifications with respect to which the product does not comply. It is understood that the Supplier cannot be held responsible for flaws and defects, and/or non-conformities and/or unsuitability for use, of the

goods supplied, which derive from the technical specifications/drawings/requests from the

Customer or from information deficiencies.

c) the Customer has used the product according to the correct indications and technical methods.

5.6 The Supplier will not be held liable for defects caused or facilitated by: inadequate assembly or installation, improper use, negligent handling and/or storage, negligence in loading and transporting the goods, maintenance performed by third parties, any unauthorized modification interventions.

5.7 Deviations in measurements and imperfections that fall within the tolerances indicated in the offer and/or in the order confirmation issued by the Supplier or that in any case fall within the tolerances of use or foreseen by the reference technical standards in relation to the products and/or workmanship supplied will not be considered faults and defects for the purposes of the warranty.

Article 6 - Limitation of liability

6.1 The Client acknowledges and accepts that the Supplier's liability for faults and defects in the delivered goods consists and is exhausted in the replacement of the same or in the elimination of the faults or defects.

6.2 Therefore, except in cases of liability for willful misconduct or gross negligence, the Supplier shall in no way be required to compensate the Client or third parties for any damage, direct or indirect, resulting from: production downtime, recall campaign, damage to the Client's plants or finished product, etc. The preceding list is provided as an example and is not exhaustive.

6.3 The Client acknowledges and accepts that, in any case, the Supplier will not be required to compensate for damages for an amount greater than the price paid by the Client for the supply of the goods affected by defects or faults.

Article 7 – Industrial property rights and confidentiality

7.1 The parties undertake to keep absolutely confidential all technical and commercial information and any other data that they may become aware of during the contractual relationship. Likewise,

they are subject to equal confidentiality all technical or commercial documents, drawings, projects that the Supplier may exchange with the Client in the execution of the contract.

7.2 The Client declares and guarantees to the Supplier that the execution of the OF does not violate any industrial property rights, trademarks, patents, know-how, of third parties. In the event that the Supplier is involved in complaints and/or legal actions by third parties for violations of trademarks, patents, know-how or other industrial secrets, or exclusive rights in general, it will be held harmless and indemnified by the Client for any compensation claims, damages and costs (including legal fees) that it may incur due to such involvement.

Article 8 – Communications

8.1 All communications relating to the contractual relationship between Supplier and Client will be in writing, and specifically:

- By company email for communications of an operational nature without legal validity;
- By certified email for communications of an official nature.

Article 9 – Processing of personal data

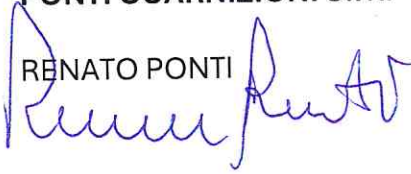
9.1 The Client authorizes the Supplier to process, communicate and disseminate personal data for all contractual - legal needs and obligations, as well as to allow more effective management of contractual - commercial relationships. The data may be processed in written form, paper, magnetic, electronic or telematic media. The data controller is PONTI GUARNIZIONI S.r.l., with registered office in Foresto Sparso (BG), via Faveti 13, C.F. and VAT number 02036320162, in the person of its legal representative pro tempore.

Article 10 – Jurisdiction, applicable law and exclusive competent court

10.1 The contractual relationship between the Supplier and the Client (in all its phases and for all its aspects, interpretative or executive, also for the payment of the credit) is governed by Italian law. For any dispute concerning the execution of each individual Order, and/or the interpretation of the underlying contractual agreements, or in any case arising from the commercial relationship between the parties, the Court of Bergamo will have exclusive jurisdiction, with the exclusion of any other jurisdiction or competent court.

Foresto Sparso, lì 19.05.25

PONTI GUARNIZIONI S.r.l.

RENATO PONTI


For approval and membership

The Client

UNFAIR CLAUSES

The Client, after carefully reading each clause of the General Conditions above, declares to approve them in their entirety, having all been examined and negotiated.

In particular, the Client, also pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, declares to approve the following clauses:

Article 3 – terms and methods of delivery; suspension of execution; failure to collect

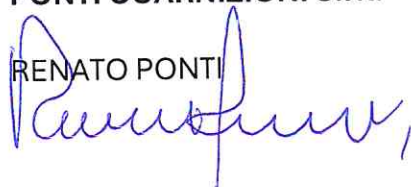
Article 5 – disputes and guarantees

Article 6 – limitations of liability

Article 10 – Jurisdiction, applicable law and exclusive competent court

Foresto Sparso, lì 19.05.25

PONTI GUARNIZIONI S.r.l.

RENATO PONTI


For approval and membership

The Client