

GENERAL TERMS AND CONDITIONS OF PROCUREMENT OF FOMAS GROUP*

1. Scope and application

1.1. The General Conditions herein apply, on the whole, to all procurement relations concerning Products and/or Services between FOMAS, as the client, and its Contractors, unless governed by dedicated and customised procurement contracts specifically stipulated in accordance with the type of product and/or service supplied.

1.2. The Contractor fully accepts the General Terms and Conditions herein and waives the right to enforce against FOMAS any of its own general terms and conditions of procurement, wherever they may be reported and however and/or whenever they may be notified.

1.3. For the purposes of the General Terms and Conditions herein, the terms in capital letters listed below have the following meaning:

- **"Contractor"**: the company that has stipulated the Contract with FOMAS, as it has the necessary technical-professional suitability qualifications and the knowledge, know-how, capital, machinery, workers, and equipment suitable to guarantee the supply under procurement of the Products and/or Services, with full organisational autonomy and with full assumption of any business risk.
- **"General Terms and Conditions"** the general terms and conditions stated herein;
- **"Contract"** the General Conditions herein, the Special Terms of Contract and each Order.
- **"FOMAS"**: the specific company belonging to the FOMAS Group among those listed below that, as a Client, has stipulated the Contract with the Contractor:

- FOMAS S.p.A.
- ASFO S.p.A.
- HOT ROLL S.r.l.
- MIMETE S.r.l.
- BAY-FORGE PRIVATE LTD.
- FOMAS INC.
- LA FOULERIE S.A.S.
- FOMAS PRECISION FORGING (DALIAN) CO. LTD.

- **"Order"**: the order sent by FOMAS to the Contractor governing the procurement of Products and/or Services.

- **"Party/Parties"**: FOMAS and the Contractor.
- **"Product(s)"**: the products subject to an Order supplied under procurement by the Contractor in compliance with the Specifications.
- **"Services"**: the services subject of an Order provided under procurement by the Contractor in compliance with the Specifications
- **"Specifications"**: all the instructions, guidelines, drawings, including executive drawings, projects, test requests, specifications, any requests for variations and other technical indications provided by FOMAS to the Contractor that are necessary or, in any event, relevant to the procurement of the Products and/or Services, that the Contractor declares and acknowledges as having received and that it considers sufficient to allow it to have knowledge of the operations to be executed, of their overall extent and of every method pertinent to their execution, and that it has taken them into account when drawing up the Offer, determining the Fees and the terms for execution of the Contract.

1.4. The Parties may agree on amendments and additions to the General Terms and Conditions herein, provided they are stipulated in writing in the Order. In the event of inconsistencies between the Order and the General Terms and Conditions herein, the Order shall prevail.

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Verified by: Marco Nuccio - Supply Chain Director
Approved by: Jacopo Guzzoni - President & Group CEO
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1.5. In the event of any conflict or inconsistency between the General Terms and Conditions herein and any special provisions of specific procurement contracts stipulated between the Parties, the special provisions of the latter shall prevail over the General Terms and Conditions, limited to the subject matter of that particular procurement contract.

2. Orders

2.1. The Products and/or Services covered by the Contract are those indicated in the Order.

2.2. Each Order shall include the Specifications and a reference to the policies implemented in FOMAS that may be applicable from time to time (if any), which the Contractor hereby undertakes to comply with.

2.3. The Orders shall be enforceable and binding for the Parties only if stipulated in writing. The receipt by FOMAS of the Order countersigned for acceptance by the Contractor represents the moment in which the Contract between the Parties is finalised for all purposes of the law.

2.4. The Contractor shall examine each Order upon receipt and shall notify FOMAS of any error or discrepancy no later than the subsequent 5 (five) working days. If the Contractor does not report anything within this period, or if it starts to undertake the operations necessary for the supply of the Products and/or Services under procurement, the Order shall be deemed accepted in any event. If the Contractor sends its observations within the said term, the Parties shall strive to make every reasonable endeavour to reach an agreement within the following 20 (twenty) working days. In the event of failure to do so, the Order shall be deemed null and void.

2.5. Once the Order is accepted, the Contractor cannot cancel or change the Order without the written of FOMAS. Any unilateral amendments to the Order by the Contractor shall not be binding for FOMAS.

2.6. FOMAS shall be entitled to cancel the Order at any time, giving the Contractor not less than 5 (five) working days' notice. Except in the event FOMAS has cancelled the Order for reasons owing to a breach by the Contractor, the Contractor shall only be entitled to request FOMAS for the payment of an amount corresponding to the part of the Products and/or Services already supplied, with the specific exclusion of additional expenses or indemnities of any kind.

3. Obligations, representations and warranties of the Contractor

3.1. The Contractor shall:

- a) Provide, under procurement the Products and Services in a state-of-the-art manner and in accordance with the Contract, the Special Procurement Terms (if applicable), the Order and the Specifications, in full organisational autonomy and in full assumption of any business risk;
- b) avail itself of all the equipment necessary to supply the Products and Services under procurement and keep it in perfect working order for the entire term of the Contract, it being understood that - unless otherwise agreed in writing between the Parties - FOMAS shall not transfer, nor shall it make available in whatsoever manner, any equipment it owns to the Contractor;
- c) submit copies of the following deliverables to FOMAS no later than 10 (ten) calendar days prior to the commencement date:
 - (i) registration certificate from the relevant Chamber of Commerce, Industry and Handicrafts, updated to the day of conclusion of the Contract;
 - (ii) self-certification of possession of technical-professional suitability pursuant to and for the effects envisaged in Article 47, Presidential Decree No. 445 dated 28 December 2000 and in Article 26, paragraph 1 letter a) 2), Legislative Decree 81/08, as amended and supplemented;

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- (iii) all of the information and deliverables required by FOMAS as part of its Environment and Safety Management System and all of the information needed to prepare the Interference Risk Assessment Document (D.U.V.R.I.);
 - (iv) name, personal data and duties of the persons appointed as "employer", "person in charge of the prevention and protection service" and "person in charge" of the Contractor pursuant to Legislative Decree 81/08;
 - (v) list of the employees and associates that shall be employed by the Contractor for the execution of the works and deliverables certifying the adequate education and professional training, as well as the psycho-physical suitability (certified by the competent doctor), of the same for the performance of the tasks covered by the Contract;
 - (vi) the social security compliance document (D.U.R.C.) updated no more than 3 (three) months from the date of Contract signing, or a dedicated self-declaration by the Contractor attesting to the regular, proper and punctual payment of salaries, social security and insurance contributions related to the employees;
 - (vii) risk assessment document (D.V.R.), or a dedicated self-certification pursuant to Legislative Decree 81/08, prepared by the Contractor's employer;
 - (viii) where applicable, Operational Safety Plan (O.S.P.) prepared by the Contractor's employer also as a consequence of the Safety and Coordination Plan (C.S.P.), if any, related to the individual worksite concerned;
 - (ix) declaration by the Contractor's employer that it is not subject to suspension or debarment measures pursuant to Article 14, Legislative Decree 81/08;
- d) if the supply, under procurement, of the Products and/or Services is subject to specific prescriptions dictated by Italian and/or foreign regulations (e.g. governing safety, pollution, country of origin, etc.), to obtain all the necessary deliverables to prove compliance with said regulations. The deliverables must be kept by the Contractor for a period of not shorter than 10 (ten) years and must be promptly submitted to FOMAS, upon its request, also in English if necessary. In particular, where applicable, the Contractor undertakes to ensure that the Products are imported in observance of the measures to safeguard the legal placing on the market of goods coming from third countries in full compliance with the obligations, measures and payments envisaged by the Customs Consolidation Act (Presidential Decree 43/1973, subsequent amendments and additions). Consequently, the Contractor hereby declares and guarantees, as of now, that it has all the rights necessary to validly transfer the Products to FOMAS and undertakes to provide all the related deliverables, where necessary also in the English language or, in any event, in compliance with the specific regulations applicable from time to time. The Contractor must impose similar obligations on its sub-suppliers, if any. Within the deadlines envisaged in the relevant applicable technical standards, the Contractor must also submit to the Works Supervisor (if appointed) all the necessary certifications regarding what has been executed pursuant to the regulations in force, as well as the certificates and approvals of the materials and machinery installed in compliance with the technical standards in force and the EU regulations. In the event of breach, falsehood, misrepresentation or breach of the declarations and guarantees submitted by the Contractor, FOMAS shall have the right to terminate the Contract with immediate effect, pursuant to Article 1456 of the Italian Civil Code, and to return to the Contractor, solely at the Contractor's expense, any sums received, without prejudice to its right to compensation for any damage suffered;
- e) put in place every working process to ensure the expected quality of the Products and/or the Services provided. In particular, if requested, the Contractor undertakes to certify the Product, guaranteeing that it has been processed, produced and controlled in accordance with processes that guarantee the compliance of the Product with what has been agreed. Where required, the Contractor also undertakes to implement a Product traceability system;
- f) mark, package and identify the Products in accordance with the Specifications;
- g) identify the Products with the related code, if any, attributed to them by FOMAS and quote that code in all deliverables related to the supply, including the Order, invoices, transport deliverables, quality and compliance certificates and identification labels;

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- h) in the event of open or recurring Orders, maintain at its own expense and for the entire term of the Contract, in compliance with the specific regulations applicable from time to time, an adequate reserve stock of Products or spare parts equal to FOMAS' average monthly requirements. In the event of breach, FOMAS reserves the right to charge the Contractor for the costs incurred in sourcing the Products or spare parts elsewhere;
- i) ensure that, at any time, the personnel appointed by FOMAS can have access to its production site to execute inspections to verify compliance with the contractual commitments undertaken, with the right to view the relevant deliverables and, where possible, extract a copy, in compliance with the specific sector regulations that may be applicable. Said inspections can also be executed, if necessary, with the presence of FOMAS customers and/or third-party inspectors. The Contractor shall submit any information and/or assistance necessary for the proper execution of the inspection and/or to establish the progress and methods of execution of the works. Without prejudice to the foregoing, Article 1662 of the Italian Civil Code shall apply in any event;
- j) notify FOMAS of any organisational changes that may affect the Contractor's quality system;
- k) take into account the logistical and environmental characteristics of the Delivery Site (as defined below) and scrupulously observe the protocols, regulations and policies implemented there by FOMAS;
- l) scrupulously observe all operating instructions implemented by FOMAS as part of the its own Environment and Safety Management System;
- m) stipulate appropriate insurance policies with leading companies to cover all risks related to the supply of Products and/or Services under procurement - also in terms of covering risks related to construction sites, where applicable - and keep them in force at least for the entire term of the Contract.

3.2. The operations under the Purchase Order shall be executed by the Contractor's workers who are specifically trained, appointed and authorised, in full organisational autonomy and without any subordination to FOMAS. The term "worker", here and elsewhere in the General Conditions herein and/or in the Contract, must be interpreted in accordance with the definition in Article 2.1, letter a), Legislative Decree 81/08.

3.3. The Contractor declares and warrants that it is, and shall remain, solely and exclusively liable towards its workers for all obligations inherent in or connected to the respective employment relationship pursuant to the applicable collective and/or individual regulations and collective bargaining agreements in force, including obligations in respect of wages, contributions, pensions, social security and insurance.

3.4. The Contractor also declares and guarantees that:

- a) its workers do not have, nor shall they have, any right to legitimately claim any kind of benefit whatsoever from FOMAS related to their category, classification level, function and duties performed, economic treatment and/or advantages;
- b) cannot and shall not be able to legitimately claim to be an employee of FOMAS, or request to be recruited, reinstated, hired and/or make any other right or claim whatsoever against FOMAS, nor can any such assertions be made by third parties, including tax authorities and social security and insurance institutions related to these workers;
- c) cannot and shall not be able to legitimately claim the re-classification of their relationship with FOMAS as a subordinate employer or as a coordinated and continuous collaboration of a personal nature or, in any event, of a different type.

The Contractor warrants, also pursuant to and in accordance with Article 1381 of the Italian Civil Code, that none of the above claims and demands shall be made by its workers against FOMAS and undertakes to indemnify and hold FOMAS entirely harmless against any damage, prejudice, disbursement and/or loss it may suffer consequent to the breach of the above.

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3.5. The Contractor declares that it does not avail itself of illegal or of underage workers or labour subjected to degrading work conditions. To this end, the Contractor declares that it complies with all applicable regulations on safety and hygiene in the workplace and with the regulations on working hours, rest and holidays. The Contractor declares and undertakes to remunerate its workers in compliance with the provisions of the applicable laws and of the national or territorial collective labour agreements and, in any event, in a manner proportionate to the quantity and quality of the work performed.

3.6. The Contractor represents and warrants to FOMAS, for itself and on behalf of its subsidiaries, if any that:

- a) the supply of the Products and/or Services under procurement is not precluded by any applicable legislation;
 - b) it undertakes to comply with all laws and regulations of the European Union and the United States, as well as any other applicable laws and regulations governing corruption, competition laws, import and export controls, trade and economic sanctions, money laundering and terrorist financing;
 - c) it has not engaged and shall not engage in any operation, conduct or practice that would constitute a breach under the afore-mentioned laws;
 - d) it has obtained all necessary permits and licences, declarations and authorisations, also pursuant to EU Regulation 2021/821 dated 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, as amended and supplemented;
 - e) it is not included in the main national and international lists of persons subject to embargoes, sanctions or restrictions in general and undertakes not to provide access to the Products and/or Services, nor to make them available in any way, to legal entities/individuals included in such lists;
 - f) it shall comply with all applicable import, export, and re-export regulations governing economic sanctions, boycott regulations, orders, and regulations including, but not limited to, the U.S. Department of Commerce's Export Administration Regulations ("EAR"), the U.S. Department of State's International Traffic in Arms Regulations ("ITAR"), the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), and any regulations, orders or decisions adopted by the European Union.
- Upon request, the Contractor shall provide FOMAS with adequate proof of compliance with the obligations under the afore-stated sections.

3.7. Notwithstanding the above provisions, the Contractor specifically acknowledges and accepts that

- a) FOMAS shall not accept any Product and/or Service from, or otherwise relating to, countries subject to embargo or other trade restrictions (total or partial), imposed by the European Union, the United States of America or any other national or international authority (as applicable);
- b) the issue of Orders and the acceptance of Products and/or Services shall in any event be subject to the positive outcome of any checks envisaged by law or suggested, on a case by case basis, depending on the actual situation. If the outcome of the checks is negative, or if the information necessary to execute such checks is not provided, FOMAS may, at its sole discretion, revoke an Order or not accept the Products and/or Services without any obligation or consequence.

3.8. The provisions of Article 3 herein shall also apply to any sub-contractors appointed by the Contractor.

4. Fees and Payments

4.1. The remuneration for the supply of the Products and/or Services under procurement is as envisaged in the Order (the "Fees").

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4.2. The Fees are stated in Euro, net of applicable taxes (e.g. VAT or other levies), unless otherwise envisaged in the Order or agreed in writing between the Parties.

4.3. The Fees have been defined based on an assessment of the individual operations that the Contractor must perform for the supply under procurement of the Products and/or Services, taking into account their technical requirements and those to be submitted, unless otherwise envisaged in the Purchase Order or agreed in writing between the Parties. The Fees shall be understood as a lump sum, not per unit, and shall not be subject to variation, e.g. due to increases in the cost and/or quantity of the goods, materials and/or components used for the supply of the Products and/or Services. The Fees shall therefore compensate all works, supplies (also, by way of example only, in terms of any increased quantities of materials necessary for the execution of the works required for the supply of the Products and/or Services with respect to what has been quantified in the Specifications and the services that the Contractor shall perform in order to execute such works in a state-of-the-art manner and submit them promptly, ready for use, even if such works, supplies and services are not specifically stated in the Contract, Order or Specifications). To this end, the Contractor hereby declares and acknowledges that the Fees are remunerative and inclusive of all services, supplies, circumstances, charges and risks, also related to variations in cost and/or quantity of materials used, and hereby waives, as of now, also in specific exemption from Articles 1467 and 1664 of the Italian Civil Code, any further remuneration and/or extension of the agreed terms, also in the event of unforeseen difficulties inherent in the above conditions and of differences in the conditions themselves related to the provisions agreed. Without prejudice to the foregoing, in the event of circumstances that, in the Contractor's opinion, could lead to a significant deviation - either in excess or in underpayment - from the Fees, the Contractor shall promptly notify FOMAS and the Works Supervisor (if appointed) in writing, for their assessment. Moreover, the Fees cover all expenses for any reason related to the Contractor's workers, including, but not limited to, travel, boarding and lodging expenses.

4.4. Unless otherwise envisaged in the Purchase Order or agreed in writing between the Parties, FOMAS shall pay the Fees based on regular progress reports ("sal"), prepared by the Contractor in accordance with the intervals indicated by FOMAS, by bank transfer within 120 (one hundred and twenty) days from the end of the month when the invoice is issued + 20 (twenty) days.

4.5. Disbursement of the Fees shall not be deemed as acceptance of the Products and/or Services, in whole or in part, pursuant to and for the purposes of Articles 1662 and 1665 of the Italian Civil Code.

4.6. FOMAS shall have the right to suspend, interrupt or reduce the disbursement of the Fees, at its sole discretion, in the following events:

- a) disputes and/or reservations of a technical/constructive nature governing the Contractor's performance, within the limits of their economic relevance; and/or
- b) delay in the contractual delivery of the Products and/or Services of at least 5 (five) working days related to the agreed terms; and/or
- c) breach of Articles 3.1. to 3.6. of the General Terms and Conditions herein.

In any event, the due date and commencement of the payment terms for any credit of the Contractor shall be subject to the proof of payment of overdue salaries and other amounts due to the Contractor's workers and any subcontractors, as well as to the proof of payment of insurance and social security contributions and to the proof of payment of the materials used.

4.7. The Contractor shall not be entitled to offset any amounts not disbursed by FOMAS against any sums owed to the Contractor by FOMAS for any reason whatsoever.

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4.8. Any costs or expenses that the Contractor may incur for the purpose of collecting the Fees shall be, and shall remain, the sole liability of the Contractor. Any inclusion of such expenses on the invoice shall be excluded.

5. Time schedules and penalties

5.1. The Contractor undertakes to commence execution of all operations necessary for the supply of the Products and/or Services under procurement promptly, as from the date of signing of the Contract and in compliance with the specific time schedules stated in the Purchase Order.

5.2. Without prejudice to the right of FOMAS to avail itself of the compensation remedies under Article 1662 of the Italian Civil Code, the Contractor undertakes to execute the works in a way as to provide full assurance of compliance with the contract provisions.

5.3. FOMAS may unilaterally establish an extension of the deadline, also exclusively on account of the Variations (as defined below), as long as they are not significant, without the Contractor having any right to increase the Fees or to receive any indemnity for the mere extension, hereby derogating from Articles 1467 and 1664, second paragraph, of the Italian Civil Code.

5.4. Apart from Events of Force Majeure (as defined below), if the Contractor is objectively unable to comply with the contractually agreed terms due to unforeseen and unforeseeable causes beyond its control - including delays attributable to third parties -, these deadlines shall be extended accordingly by mutual agreement between the Parties and in writing, provided that the Contractor has notified FOMAS, through a registered letter with return receipt or through certified email (PEC), immediately on the occurrence of such circumstances and has taken all reasonably practicable measures to mitigate the effects. In any event, once the period of extension of the Contract execution terms legitimised by a Force Majeure Event or an agreement of the Parties has elapsed, any further unjustified delay shall be the exclusive liability of the Contractor, with the application of the related contract-based penalties.

5.5. The deadlines stated in the Contract must be deemed imperative for FOMAS and their non-observance by the Contractor, for reasons other than Force Majeure Events, shall entitle FOMAS to apply the penalties for delay indicated in the Purchase Order. If the Order does not foresee anything in this regard, and without prejudice to any different written agreement between the Parties, FOMAS shall be entitled to apply penalties for delay corresponding to 1% (one percent) of the Fees for each day of delay. The total amount of the penalties for delay cannot, in any event, exceed 10% (ten per cent) of the Fees. This is without prejudice, in any event, to the right of FOMAS to take action for any consequential damage suffered, if the liability for the delay is ascribable to the Contractor; furthermore, if the failure to supply within the established terms gives rise to disputes against FOMAS by its final customers, FOMAS shall be entitled to recover such additional costs, if any, from the Contractor in relation and limited to, the specific operations assigned under the Contract.

5.6. In the event of a breach with the contractually agreed provisions, and without prejudice to all the foregoing, FOMAS shall, in any event, have the right to procure all or part of its supplies from alternative contractors, charging the Contractor - with regard and limited to, the specific operations assigned under the Contract - for the higher charges and costs incurred by it.

6. Provision of materials necessary for the supply of Products and/or Services under procurement

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6.1. All components and, in general, all elements functional for the execution of the works necessary for the supply of the Products and/or Services detailed in the Order and/or Specifications must be delivered at the place of delivery indicated in the Order (the "**Place of Delivery**").

6.2. The Contractor shall supply the components and, in general, all the functional elements for the realisation of the works, scrupulously complying with the provisions of the reference regulations in force, and shall submit all the necessary deliverables, referring to its own supply, to enable the appointed work-force to verify all the certifications of the materials in compliance with the regulations in force.

7. Variations

7.1. In the event FOMAS requests changes and/or variations to be made during work in progress related to the Purchase Order, i.e. the request to execute additional works that differ from those specified in the Purchase Order (the "**Variations**"), the Contractor hereby undertakes, at all times, to implement such works even if above one-sixth of the Purchase Price and in specific exemption from the provisions of Article 1661 of the Italian Civil Code. In this regard, the Contractor declares that its business organisation is such that it can also execute Variations for amounts exceeding one-sixth of the Fees. The Contractor cannot vary the project or introduce changes to it without the prior written consent issued by FOMAS.

7.2. FOMAS shall notify the Contractor of the Variations in writing, with due notice, providing the necessary Specifications. The Contractor may make observations related to the proposed Variations within and no later than 5 (five) working days of the request by FOMAS. Failing this, FOMAS shall consider the Variations as accepted. The Variation works executed by the Contractor without a prior written request from FOMAS shall not be accounted nor shall they provide the right to any remuneration, without prejudice to the right of FOMAS to proceed, at the Contractor's expense, with the demolition of the same and without prejudice to compensation claim for the damage suffered.

7.3. Unless otherwise envisaged in the Order or agreed in writing between the Parties, the Fees for such Variations shall be determined based on unit prices, calculated in good faith between the Parties.

7.4. In general, no work shall be implemented on a hire purchase basis. In the event of need to execute such type of work, subject to a specific agreement between the Parties, the persons in charge of the execution of hire-purchase work must be suitably qualified and the equipment must be in perfect state of use and provided with all the accessories necessary for its proper functioning.

7.5. Through the document authorising a Variation, the Parties may agree in writing on a possible extension of the provisions of supply under procurement for the Products and/or Services. In the absence of such specific agreement, such terms shall not be deemed extended.

7.6. No further remuneration shall be due for any Variation that does not entail, for the Contractor, an increase in costs or execution times with respect to those originally envisaged in the Contract. In any event, any change related to the quantities of auxiliary materials, labour and equipment necessary for the execution of the works with respect to those budgeted by the Contractor shall not be deemed as Variations.

8. Building works

8.1. To the extent that the procurement of the Products and/or Services involves the execution of building works in general, the following specific provisions shall apply:

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8.2. Without prejudice to the obligations under Article 3, the Contractor shall:

- a) take care of the execution and maintenance of the provisional works necessary or appropriate for their execution, such as signalling and excavation, fences, internal distribution networks for water supply and electric power, canopies and sheds for the storage of materials;
- b) cooperate in the verification of the design and technical deliverables in all their parts. The Contractor shall therefore be obliged to exercise due diligence in reporting any breaches of regulations and shall promptly take action, subject to the approval of the Works Supervisor (if appointed) in order to resolve said breaches;
- c) execute earth-moving operations and any other obligation related to the preparation of the worksite governing the scope of the works, availing itself of the best equipment to ensure the proper and timely execution of the subject matter of the Contract, as well as the fencing of the worksite with the materials, in agreement with the Works Supervisor (if appointed);
- d) maintain the cleanliness and upkeep of the worksite, also to make the transit safe for the circulation of vehicles and persons assigned to the works, concerning what is generated and the Contractor's liability;
- e) check distances, heights and alignments of all construction elements, so that no discrepancies with the Specifications are noted upon completion;
- f) comply with the drawings stated in the Specifications;
- g) manage the provision, installation and maintenance of warning signs and night lights at the prescribed locations and the fulfilment of any other safety requirements formulated by the Works Supervisor (if appointed);
- h) notify the Works Supervisor (if appointed), within the deadlines set by the latter, of all relevant information on the use of labour;
- i) arrange for the payment of any taxes and duties related to the work materials or equipment under its scope;
- j) enforce, in the execution of the works, procedures, precautions or measures deemed necessary or suitable to guarantee the life and safety of the workers assigned to or employed at the worksite, of the persons and of third parties in general, as well as guarantee the integrity of all public and private property, properly executing the applicable legal regulations;
- k) comply with all applicable site and workplace safety regulations;
- l) arrange, under its scope and expense, for the supply and installation, on the work site, of the appropriate signs indicating the work and the regulatory night and day signs;
- m) to lift and remove, at under its scope and expense, all the water present, both groundwater and surface water, for the entire period of the works with suitable pumps and special equipment (well-point or similar), adopting the appropriate systems to discharge excess water;
- n) make use of specialised technical workers, also in management positions, such in number and qualification as to enable the work to be executed in a state-of-the-art manner on time and in accordance with the Contract;
- o) take the necessary conservation and protective measures until the intervention of the competent Public Security authorities, in the event of the discovery of hazardous objects or material (such as weapons or explosives), war ordnance and/or relics of historical archaeological interest;
- p) in the event of infringement of safety regulations, take all steps and measures, including disciplinary actions, necessary to put an end to such infringements, against its employees, workers, subcontractors, staff or associates. The above also upon the request of the Works Supervisor (if appointed) or directly by FOMAS;
- q) when requested by the Works Supervisor (if appointed) or by FOMAS, justify with the necessary deliverables, the actual origin of the materials and subject them, at its own expense, to the normal regulatory tests, in order to ascertain their quality and strength;
- r) materials for which the origin, type or brand is not specified in the Contract, follow the instructions that shall be provided at the time of the order either by the Works Supervisor (if appointed) or directly by FOMAS.

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8.3. FOMAS reserves the right to appoint a Works Supervisor, as well as to replace him or her, even several times, without the Contractor's consent, subject to a related notification in writing. Furthermore, pursuant to the provisions of Section IV, Legislative Decree 81/2008, FOMAS shall appoint a coordinator during the planning and execution stage, who shall be in charge of drawing up the safety and coordination plan (P.S.C.).

8.4. Without prejudice to the Contractor's responsibilities pursuant to the Contract and by law, the Works Supervisor shall act as FOMAS' representative limited to the technical issues of the relationship between FOMAS and the Contractor, also taking into account the Order and the Specifications. The Works Supervisor shall have the power to control and verify the execution, in compliance with the Contract and in a state-of-the-art manner, of the operations functional to the supply under contract of the Products and/or Services. In implementing the operation, the Works Supervisor shall provide the Contractor with all technical instructions that are deemed advisable, as well as with all the instructions and service orders necessary for the work to be executed in a state-of-the-art manner, with particular reference to compliance with laws, regulations and any other regulatory act or administrative measure of any kind and nature that envisages compulsory prescriptions for work execution.

8.5. In no event shall the instructions provided by the Works Supervisor, also related to the quality and/or quantity of the materials used in the Contract, release the Contractor of its liability. On the other hand, baseless reservations or refusal to execute operations that are by law entrusted to the work supervisor's determination shall constitute serious breach on the part of the Contractor, with consequent right of FOMAS to terminate the Contract with immediate effect pursuant to Article 1456 of the Italian Civil Code, without prejudice, in any event, to the right to compensation for consequential damages suffered.

8.6. Without the specific written authorisation issued by FOMAS, the Works Supervisor shall not: request and/or order variations, execute verifications in compliance with Articles 1665 or 1666 of the Italian Civil Code, arrange extensions of the delivery terms and/or extensions of the works, authorise the execution of works on a time and materials basis or to measure and the payment of the same, and as a general rule, in no way can the Works Supervisor bind FOMAS with his/her own decisions, in any form whatsoever.

8.7. The powers of the Works Supervisor also include taking delivery of the progress reports ("sal") prepared and signed by the Contractor, registering them with his signature and delivery date, and forwarding them to FOMAS.

8.8. The Works Supervisor shall have the right to reject materials and in general equipment and supplies that do not comply with the provisions of the Contract or, in any event, are not suitable for the successful execution of the works. Materials rejected by the Works Supervisor must be removed from the site immediately. Acceptance at the worksite shall not prejudice the right of the Works Supervisor and FOMAS to reject at any time, and until the works have been checked, any materials and supplies in general that are found to be flawed.

8.9. The Contractor must appoint, notifying it in writing to FOMAS, its own representative as Site Manager, chosen from among professionals with the necessary skills and capabilities for the Products and/or Services to be supplied under the Contract and for the works required. The Site Manager shall liaise with the Works Supervisor, oversee and coordinate the execution of the works as well as the operation of the site, the workers, the execution of provisional works, the use of machinery and equipment and whatever else is necessary for the best success of the works. The Site Manager shall be in charge of enforcing accident prevention regulations on the site and in the other areas involved in the works and shall be directly liable for any accidents and handling. The Contractor shall hold the Works Supervisor and Fomas harmless against any civil and criminal liability as it has all the needed powers to implement said activities.

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The Site Manager must always be available on site during working hours. Any replacement of the Site Manager by the Contractor must be notified in advance and in writing to FOMAS.

8.10. The following deliverables shall be kept on site for the accounting of the works:

- a) accounting ledger, in which all the elements necessary for the recording of the works performed shall be entered in accordance with the percentages of the works listed in the work plan;
- b) work logbook, in which all circumstances affecting the progress of the work shall be recorded, such as weather conditions, workers attendance, work progress, suspensions, resumptions and extensions. In particular, the work log, prepared by the Works Supervisor, shall record:
 - start of work;
 - suspension and resumption of work;
 - completion of works;
 - instructions provided to the Contractor and any reservations of the Contractor;
 - provisional verifications of contracted works.

The above-mentioned deliverables shall be kept by and under the scope of the Site Manager, and jointly signed with the Contractor.

9. Delivery and verification

9.1. The Contractor shall notify FOMAS in writing about the completion of the works necessary for the supply of the Products and/or Services. Within 15 (fifteen) calendar days of the receipt of the above-mentioned notification, FOMAS shall start a check of the works, also with the support of its own technicians, if necessary, taking into account the provisions of the Purchase Order and the Specifications. For the purposes of the inspections, the Contractor must submit to FOMAS in good time all the deliverables envisaged in the specific applicable standards and requested by the latter, including, as way of example: as-built drawings, final inspection reports, work completion certificates, certificates of regular execution, quality certificates, declarations of systems compliance, use and maintenance booklets, safety certificates, energy performance certificates, guarantee certificates, lists of works to be completed, test certificates of all elements built on site in accordance with the provisions of the NTC2018 standard, etc.

9.2. Within 30 (thirty) calendar days of the end of the inspections, FOMAS shall prepare a report that it shall send to the Contractor, in which it shall indicate any breach and flaws found with respect to what is described in the Purchase Order and/or Specifications, also related to delays. In this event, the Contractor must eliminate the detected non-compliance and flaws within the specific term assigned by FOMAS. The inspection of the works shall be deemed positive only once FOMAS, directly or through the Works Supervisor, has ascertained the regular execution of the works and the solutions provided. In the event of any delay or refusal by the Contractor in the execution of such works, FOMAS shall be entitled to resolve the issues directly or through a third party, at the Contractor's direct expense. In such event, the provisions of Article 9.4 apply.

The guarantees envisaged in Articles 1667, 1668 and 1669 of the Italian Civil Code remain unaffected in favour of FOMAS.

9.3. The Contractor must submit the worksite and location back to FOMAS, cleared and free of people and/or equipment not pertaining to FOMAS, bearing all demobilisation and cleaning charges, within 15 (fifteen) calendar days (i) subsequent to the works having been checked with a fully positive outcome or (ii) subsequent to a specific request by FOMAS (the "**Clearance**"). In no event shall the Contractor be entitled to retain the site. In the event the Contractor delays or obstructs the delivery:

- a) each day shall be subject to the penalties envisaged in Article 5.5, except for the compensation for any consequential damage; and

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b) FOMAS, being expressly and irrevocably authorised to do so by the Contractor, from this moment in time, shall have the right to take possession of the worksite and of everything pertaining thereto, without any waiver for any damage suffered, by means of a simple report, to be prepared also by a Notary Public and in the presence of two witnesses, even without any Contractor's representatives in attendance.

9.4. Upon completion of the Clearance, the Contractor shall be relieved of any obligations pertaining to ordinary and/or extraordinary maintenance, and to the repair of flaws or breakages deriving in any event from wear and tear, and from any obligations of custody of the same. The liability towards third parties and goods is also transferred to FOMAS.

10. Proprietary rights

10.1. The supply of Products and/or provision of Services under procurement does not entail the transfer of any intellectual or industrial property rights under ownership of FOMAS to the Contractor or to third parties, nor the constitution or concession of any related right of use or exploitation. Said provision shall remain fully enforceable even in the event of termination of the Contract, irrespective of the cause.

10.2. Without prejudice to the exceptions envisaged and permitted by law, FOMAS reserves the right to use images, photographs, drawings, audio and/or video reproductions or other audio-graphic material related to the Products, Services and/or their production or supply process in any way and in any form - including, as a mere way of example, their publication and sharing on LinkedIn®, YouTube®, Instagram® or other social networks - for information, education and/or promotional purposes, subject to an advance notice to the Contractor.

Without the prior written consent of FOMAS, the Contractor may not take or use and/or publish photographs, audio and/or video recordings, or use images, photographs or any other audio-graphic material related to the Products, the Services and/or their production or supply process, in any way, in any form and for any purpose.

The Contractor must also undertake to ensure that its own employees, external associates and anyone else who operates on its behalf and in its name, complies with the above provision, assuming all liability and holding FOMAS harmless against any prejudicial consequences deriving from the breach of the section herein.

FOMAS reserves all rights to the exclusive use of trademarks, distinctive signs, patents and other intellectual and/or industrial property rights that it owns. Unless otherwise explicitly agreed in writing between FOMAS and the Contractor, the latter cannot in any way use, exploit or, in any event, make use of these rights to pursue its own personal and/or commercial purposes, not even occasionally and not even free of charge.

If FOMAS provides its consent, the supplier must nevertheless scrupulously comply with the legal limits and confidentiality obligations.

10.3. FOMAS reserves full ownership of any document made available to the Contractor. These deliverables may neither be reproduced, nor made known by the Contractor to third parties, nor used in any other way without the written authorisation of FOMAS, without prejudice, however, to FOMAS' right to claim compensation for any prejudice suffered.

11. Warranty

11.1. Without prejudice to the provisions of Articles 1667, 1668 and 1669 of the Italian Civil Code, the Contractor warrants that the Products and/or Services are fit for their intended purpose and that they are devoid of any non-compliance with the Specifications.

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11.2. Irrespective of the warranties granted, the Contractor shall nevertheless remain liable for all concealed flaws, at any time identified, which impair the intrinsic and essential qualities of the Products and/or Services to such an extent that they jeopardize or compromise, in whole or in part, the purpose for which they are intended.

12. Force majeure

12.1. For the purposes of the section herein, Force Majeure Events shall mean exceptional circumstances, measures issued by governmental authorities, wars, insurrections, earthquakes, floods and other natural disasters, epidemics and pandemics or other similar circumstances which are beyond the control of the Party invoking them and which cannot be avoided by that Party even with ordinary diligence.

12.2. The Party invoking the Force Majeure Event shall promptly - and in any event no later than within five (5) calendar days - notify the other Party in writing, providing all relevant details. Agreed delivery periods and deadlines shall be extended accordingly. Each Party shall strive to make every reasonable endeavour to mitigate the consequences of the Force Majeure Event.

12.3. If the Force Majeure Event lasts longer than 60 (sixty) calendar days, the Party not affected by the Force Majeure Event shall be entitled to terminate the Contract with immediate effect.

13. Liability

The Contractor undertakes to indemnify and hold FOMAS totally harmless against any damage - whether direct or indirect (as way of example, in terms of loss of profit, total or partial business interruption, reduction in efficiency, failure to stipulate contracts or loss of customers, business opportunities or goodwill, reputational damage, etc.), cost, expense (including any legal expenses) - that FOMAS may suffer, in any way or manner, related to the Contract, consequent to the Contractor's breach of its obligations, pursuant to and for the purposes of Article 1223 of the Italian Civil Code.

14. Termination and withdrawal

14.1. FOMAS has the right to terminate the Contract in the event the Contractor does not fulfil its contractual obligations and does not remedy them within 15 (fifteen) calendar days of the receipt of the notification from FOMAS disputing the breach.

14.2. Notwithstanding the foregoing, in addition to the specific events envisaged in the General Terms and Conditions herein that entitle FOMAS to terminate the Contract with immediate effect, FOMAS shall also have the right to terminate the Contract with immediate effect pursuant to Article 1456 of the Civil Code if the following circumstances occur

- a) if the Contractor ceases or terminates its business;
- b) in the event the Contractor is involved in insolvency, voluntary liquidation, composition with creditors, bankruptcy or is involved in other insolvency proceedings;
- c) in the event the Contractor has attained the maximum amount of penalties for delay envisaged in Article 5.5;
- d) in the event the Contractor is liable, in the undisputable judgement of FOMAS, for what can be deemed serious breaches of the specific applicable regulations on health and safety in the workplace and/or of the operating instructions implemented by FOMAS as part of its Environment and Safety Management System, with the corresponding right of FOMAS to immediately remove the Contractor and its workers; and/or
- e) if the Contractor is in breach of Articles 3.1.d), 3.1.m), 3.2., 3.3., 3.5., 3.6., 9.1., 15., 16, 17, and 21.

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14.3. Following the termination of the Contract, for whatever reason, the Contractor shall return to FOMAS the respective Confidential Information (as defined below) and, where applicable, all equipment, test machinery and other assets in FOMAS' possession. The Contractor shall bear the ordinary and reasonable costs for the return of such goods. The goods in question shall be fully functional and undamaged, except for ordinary wear and tear; otherwise, the Contractor shall bear all costs necessary for their repair or replacement.

14.4. In all events of early termination of the Contract due to the Contractor's breach, FOMAS shall be entitled to compensation for the consequential damages suffered, direct and indirect. Moreover, FOMAS shall be entitled, or request third parties, to execute the pending works which are the subject of the Contract and whose costs shall be debited to the defaulting Contractor as part of the indemnifiable damages. Without prejudice, however, to the application of Article 9.3, the Contractor must proceed, under its scope and expense, to dismantle the equipment and work machinery at the work-site within 10 (ten) calendar days of the actual date of termination, even if said dates are disputed by the Contractor, by making the hardware available to FOMAS. The Contractor must provide all the necessary cooperation to FOMAS in order to allow the transfer to a possible new contractor, by way of example only, submitting a list to FOMAS of what has been subcontracted at the time of termination.

14.5. In no manner shall FOMAS' choice not to terminate the Contract under the above sections be interpreted as an implicit acceptance or admission that the non-fulfilment by the Contractor is not serious or irrelevant and, therefore, as an implicit waiver of its rights.

14.6. In the event of termination by FOMAS pursuant to Article 1671 of the Italian Civil Code, the Contractor shall have the right to receive a full all-inclusive payment, thus waiving any further claims:

- a) share of the Fees corresponding to the works performed and verified under the Contract;
- b) the Fees for any materials or manufactured goods on the construction site, to be calculated in good faith with FOMAS, which FOMAS deems to be taken over;
- c) the reimbursement of expenses incurred and directly related to the conclusion and termination of the Contract and registrations for the portion pertaining to works not performed.

The payment of the provisions of the Article herein is not a condition, but a consequence, of termination and is subject to the prior return of the FOMAS's manufacturing facility and the construction site.

14.7. FOMAS can request the Contractor to suspend the supply of Products and/or Services for a maximum cumulative period of 30 (thirty) calendar days. In this event, FOMAS shall be entitled to obtain the delivery of what has already been executed, if any. FOMAS can request the Contractor to resume operations at any time.

15. Subcontracting and Assignment of the Contract

15.1. The Contractor shall not subcontract, in whole or in part, the supply under procurement of Products and/or Services to third parties without the prior written consent of FOMAS, including its affiliated companies that are part of the Group the Contractor belongs to and with which it has a controlling relationship. "Control" has the meaning envisaged in Article 2359 of the Italian Civil Code.

15.2. The Contractor remains entirely and directly liable to FOMAS for all actions or omissions attributable to the operations assigned to the subcontractors.

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15.3. The Contractor may only transfer (including through a change of control or other operations envisaged by law) the Contract or the rights and obligations deriving therefrom to third parties, including their related entities, with the prior written consent of FOMAS. In particular, in the absence of FOMAS' prior written consent, the Contractor cannot transfer to third parties, even partially, in any form whatsoever, the claims it has against FOMAS based on the Order. In the event of breach of the obligation herein, the Contractor undertakes to indemnify and hold FOMAS fully harmless against any claim that third parties may have as assignees of the credits, to which FOMAS shall, in any event, oppose the exclusion of their assignability, with consequent invalidity of the transfer.

16. Confidentiality

16.1. The Contract and in general all information and deliverables relating to a Party are strictly confidential (the "**Confidential Information**"). Each Party shall therefore undertake to refrain from disclosing, directly or indirectly, such Confidential Information to third parties without the prior written consent of the other Party, and shall be liable for any damage caused by the failure to comply with the obligation herein.

16.2. The obligation of confidentiality shall not apply to Confidential Information, or parts thereof, that

- are in the public domain at the time of notification to the other Party;
- subsequent to a notification to the other Party, become public knowledge for reasons that do not constitute a breach by either Party of its obligations under the Article herein; or
- have been notified or disclosed in compliance with a lawful order issued by any authority concerned or by virtue of a legal obligation.

16.3. The foregoing provisions shall remain in force for a period of two (2) years, subsequent to the termination of the Contract, whatever the reason.

17. Personal Data Protection

17.1. The Contractor declares to have read the [Privacy Policy](#) provided by FOMAS and to understand its contents. The Contractor undertakes to submit the Privacy Policy to its employees, consultants and/or all the natural persons whose personal data may be processed by FOMAS in the execution of the Contract, assuming all liability and holding FOMAS harmless against any prejudicial consequences deriving from the breach of the section herein.

17.2. Where necessary, the Parties shall stipulate a specific act of appointment as the head of the processing pursuant to EU Regulation 2016/679 ('GDPR').

17.3. Notwithstanding the foregoing, the Parties undertake to comply with the respectively applicable data protection regulations including the GDPR, Legislative Decree No. 101 dated 10 August 2018, as amended and supplemented, and the guidance issued by any authority concerned.

17.4. The FOMAS Group has appointed a Data Protection Officer (DPO). For any matters relating to personal data, please contact: privacy@fomasgroup.com.

18. Communications

All communications between the Parties shall be in a written format, in Italian or in English, and submitted to the other Party through a registered letter with return receipt, certified e-mail or through an e-mail with request for confirmation of receipt.

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19. Partial nullity

In the event that any provision of the Contract is declared invalid, void or annulled by any authority concerned, such provision shall be deemed not to have been made and all other provisions shall retain their validity. The Parties undertake to negotiate in good faith a new replacement provision.

20. Tolerance

Any tolerance by either Party of conduct of the other Party in breach of provisions herein shall not constitute a waiver of its rights arising from the breached provisions, nor of its right to demand exact performance of all obligations under the terms and conditions envisaged in the Contract.

21. Code of Ethics, Human Rights Policy and Organisation, Management and Control Model of the FOMAS Group

21.1. The Contractor:

- a) declares that it knows and has read the [Code of Ethics](#) and the [Human Rights Policy](#) adopted by the FOMAS Group, which can be consulted on its website www.fomasgroup.com;
- b) acknowledges that the Code of Ethics represents, among other things, a general, non-infringeable principle of the [Organisation, Management and Control Model adopted by the FOMAS Group](#), pursuant to the Italian regulations on the "liability for an administrative offence resulting from a crime" as stated in Legislative Decree no. 231, dated June 8, 2001, as well as the basis of the FOMAS Group's conduct in its business; and
- c) undertakes to comply with the principles stated in the Code of Ethics and the Human Rights Policy, and in the FOMAS Group's Organisation, Management and Control Model and, consequently, those of Legislative Decree no. 231 dated 8 June 2001, which are the basis of the Model itself.

21.2. The Contractor makes itself available to allow checks to be executed by the FOMAS Supervisory Board, subject to agreement on the times and methods, either through the departments of FOMAS itself or through specially appointed third-party specialists.

22. Completeness of the Contract

22.1. The Contract, together with the deliverables referred to therein, constitutes the complete, exclusive and final expression of the understandings reached between the Parties related to their content. There are no further statements, understandings or agreements, whether oral or written, that are not incorporated herein.

23. Special Procurement Terms

23.1. Without prejudice to the provisions of the General Conditions and the Purchase Order herein, depending on the circumstances, FOMAS and the Contractor may define specific additional requirements that the Products and/or Services must possess, as well as particular terms and conditions concerning other aspects of the supply, such as the benchmarks for determining the Fees, work to be executed on the Products, etc. (the "**Special Procurement Terms** "). Said Terms shall be defined between the Parties in a separate document and shall also be an integral and substantial part of the Contract.

24. Applicable Law and Jurisdiction

24.1. The Contract shall be governed by Italian law. The Vienna Convention on the International Sale of Goods (Vienna, 1980) shall not apply.

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24.2. Any dispute related to the interpretation, validity, execution and termination of the Contract, and in the absence of an amicable agreement, shall be assigned to the National and International Arbitration Chamber of Milan, through an Arbitration Board composed of three (3) arbitrators appointed in compliance with the relevant Rules. The arbitration shall be in Milan and conducted in Italian or English.

The Contractor

As specific acknowledgement of the following Articles:
3.1.d), 3.7., 4.2., 4.6., 5.3., 7.1., 7.6., 8.5., 14., 15. and 24.2.

The Contractor

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