

GENERAL TERMS AND CONDITIONS OF SALE

REV.1 11-2025

ARTICLE 1. PREAMBLE

1.1 These general terms and conditions of sale (hereinafter referred to as the "Terms of Sale") govern the purchase of products (hereinafter the "Products") manufactured by O.R.I. MARTIN SPA (hereinafter also the "Seller") by individuals or legal entities domiciled or headquartered in Italy (hereinafter the "Customer").

1.2 The Customer waives the right to invoke or object to different conditions, and in any case, these Terms of Sale shall prevail over any purchase conditions that may be applied by the Customer.

1.3 Any reference to commercial terms shall be interpreted according to the Incoterms (International Commercial Terms) in force at the time of signing these Terms of Sale.

ARTICLE 2. ORDER AND ORDER CONFIRMATION

2.1 The order delivered or transmitted by the Customer to the Seller (hereinafter also the "Order") constitutes a contractual proposal and is irrevocable by the Customer once received by the Seller via fax or email, for a period of 30 (thirty) days.

2.2 Upon receipt of the Order, the Seller shall send its order confirmation (hereinafter the "Order Confirmation") containing all contractual terms.

2.3 The contract shall be deemed concluded upon receipt by the Customer of the Order Confirmation signed by the Seller, or upon receipt by the Seller of the Order Confirmation countersigned by the Customer in acceptance of any deviations from the Terms of Sale.

ARTICLE 3. PRODUCT CHARACTERISTICS

3.1 The Seller guarantees only the perfect conformity of the Products with the technical specifications mentioned in the Order Confirmation, or, in the absence of such reference, that the quality of the Products complies with UNI-EN standards.

3.2 The Seller accepts no liability for any damage resulting from the use of the Products in a manner inconsistent with the purpose for which they were requested by the Customer.

3.3 Unless otherwise specified, the Order shall be deemed fully fulfilled:

a) for Products ordered in quantities equal to or less than 7 (seven) tons, regardless of the actual quantity produced;

b) for Products ordered in quantities greater than 7 (seven) tons, with a tolerance of 10% (ten percent) on the ordered quantities, further rounded to the minimum packaging unit of the ordered Products.

A tolerance of plus/minus 3 (three) per thousand on the weight declared on the delivery note by the Seller is allowed. Any differences within this tolerance shall not be subject to complaint by the Customer and shall not result in changes to the amount invoiced by the Seller.

3.4 In accordance with its technical and quality protocols, the Seller conducts product testing. If the Customer wishes to have its representatives or personnel from accredited entities attend the testing operations, they must expressly request this no later than upon receipt of the Order Confirmation. Testing will take place exclusively at

the Seller's production facility. If the testing is successful, the Product shall be deemed definitively accepted, and the Customer shall not be entitled to invoke the provisions of Article 7 of these Terms of Sale.

ARTICLE 4. DELIVERY TIME

4.1 The delivery time indicated in the Order Confirmation is to be considered indicative and not binding for the Seller, unless expressly requested by the Customer and stated in the Order Confirmation returned by the Seller.

4.2 In the event of changes to Orders already confirmed, the delivery time shall be automatically extended by a period equal to the originally established time, starting from the date of transmission of the new Order Confirmation.

4.3 The Seller shall not be held responsible for delays in delivery due to force majeure or actions or omissions by the Customer.

ARTICLE 5. PLACE OF DELIVERY, TERMS AND SHIPPING

5.1 The transfer of responsibilities and risks of product deterioration, as well as delivery costs, place of delivery, terms, and shipping of the Products, shall be governed solely by the Order Confirmation.

ARTICLE 6. FAILURE TO COLLECT PRODUCTS

6.1 In the event that the Customer fails to collect the Products within the agreed timeframe as per the Order Confirmation, the Products shall be placed by the Seller in the yard of its production facility, stacked separately and identified.

6.2 The Seller shall also be entitled to compensation for each day of delay in collecting the Products, to be calculated based on the costs and charges incurred for storing the Products at the production facility.

ARTICLE 7. CLAIMS AND WARRANTIES

7.1 Any claims regarding the quality, quantity, or external characteristics of the Products must be communicated in writing to the Seller within 8 days of receipt, by registered letter with return receipt or via certified email (PEC).

7.2 In the case of claims regarding defects not identifiable through diligent inspection upon receipt of the Products (hidden defects), the Customer must notify the defect using the same methods within 8 days of discovering the defect and, in any case, no later than 12 months from delivery.

7.3 The presence of defects or lack of quality in all or part of the Products entitles the Customer only to the replacement of the defective Products, with the understanding that such replacement shall be considered exhaustive of any further warranties or liabilities of the Seller (whether contractual or non-contractual).

7.4 Replacement of the Products shall not occur if the Customer does not immediately suspend the use of the contested Products.

7.5 Replaced Products shall be subject to the same claims procedure as outlined above.

ARTICLE 8. PRICES

8.1 The sale prices are those in effect at the Seller on the day of the Order and are fixed and non-variable, unless the Order Confirmation includes prices indexed to the variation of certain components such as alloys, scrap, and transport. The Order Confirmation may also include the indication "scheduled order, prices to be defined" if there is a customary practice between the Customer and the Seller to reserve production quotas in advance of delivery times and the price cannot be determined at the date of issuance of the Order Confirmation.

8.2 In the event of a delay in the delivery of the Products attributable to the Customer, the Seller may, at its discretion, apply the sale prices in effect at the time of actual delivery if higher than those in effect at the time of the Order. In such case, the Customer shall bear any price increase.

ARTICLE 9. PAYMENT TERMS

9.1 Payment must be made by the Customer in the manner and within the terms indicated in the Order Confirmation.

9.2 In the event of late payment, the Seller shall be entitled to charge late payment interest calculated in accordance with Legislative Decree No. 231/2002, concerning late payments in commercial transactions.

9.3 In the case of partial payments, if even one of them is delayed by at least 15 days, the Buyer shall lose the benefit of the term pursuant to Article 1186 of the Civil Code, and the Seller shall have the right to demand immediate payment of the full price.

9.4 A delay of more than 15 days in the payment of amounts due as advance payment shall constitute a breach entitling the Seller to terminate the contract in progress or to be executed, as well as the right to compensation for any damages suffered.

9.5 In any case, if the Customer fails to fulfill any of the obligations undertaken towards the Seller, the latter shall have the right, pursuant to Article 1460 of the Civil Code, to refuse to fulfill its own obligations towards the Customer.

ARTICLE 10. SAFEGUARD CLAUSE

10.1 The Seller shall have the right to withdraw, in whole or in part, from the contract if:

- a) there is a change in the Customer's economic conditions, including liquidity and/or solvency;
- b) the execution, including delivery of the Products, becomes impossible or unreasonably burdensome due to events beyond its reasonable control, such as strikes, boycotts, fires, suspension or difficulty in transportation.

10.2 In the event of a change in the Customer's economic conditions, including liquidity and/or solvency, the Seller may unilaterally modify the originally agreed payment terms.

10.3 If, after the conclusion of the contract and even before its execution begins, the performance becomes excessively burdensome in relation to the originally agreed consideration and exceeds it by more than 20% (twenty percent), the Seller may request a revision of the agreed terms and, in the absence of agreement, terminate the Contract.

ARTICLE 11. JURISDICTION

Any dispute relating to the conclusion, interpretation, execution, or termination of the sales contract, including disputes relating to payments, shall fall under the exclusive jurisdiction of the Court of Brescia.

ARTICLE 12. AMENDMENTS AND EXCEPTIONS

Any exceptions to these Terms of Sale and any amendments the Customer wishes to make to the Order Confirmations shall be valid only if accepted in writing by the Seller.

ARTICLE 13. ORGANIZATION AND MANAGEMENT MODEL PURSUANT TO LEGISLATIVE DECREE NO. 231/2001

The Customer declares to be aware of the Organization and Management Model pursuant to Legislative Decree

No. 231/2001 (MOG) adopted by the Seller and therefore undertakes to comply with its provisions and the principles of Legislative Decree No. 231/2001.

Customer's Signature:

The Legal Representative

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following clauses are specifically approved:
Art. 1 (Preamble); Art. 3 (Product Characteristics); Art. 3.3 (Delivery Tolerances); Art. 3.4 (Testing Procedures); Art. 4 (Delivery Time); Art. 5 (Place of Delivery, Terms and Shipping); Art. 6 (Failure to Collect Products); Art. 7 (Claims and Warranties); Art. 8 (Prices); Art. 9 (Payment Terms and Loss of Benefit of the Term); Art. 10 (Safeguard Clause and Right of Withdrawal); Art. 11 (Jurisdiction)

Customer's Signature:

The Legal Representative
