COMMERCIALE TUBI ACCIAIO S.p.A.
S.p.A. Share Capital € 13.960.000,00
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General Terms & Conditions

1. Scope

1.1 The terms & conditions below shall apply to LOI and/or PURCHASE ORDERS issued by Commerciale Tubi Acciaio S.p.A and all the Companies belonging to CTA Group (herein after PURCHASER) with the SUPPLIER. Any deviation shall not be applicable unless explicitly agreed in writing with the PURCHASER.

2. Definitions

- APPLICABLE LAW shall mean any statute, ordinance, code, act, law, decree, circular, rule or regulation by any AUTHORITY, including any subordinate laws or regulations made pursuant to any law.
- AUTHORITY Shall mean any national, state, local regional, or municipal body, ministry, governmental department, judicial or administrative body or other authority, having jurisdiction over the PURCHASER.
- CHANGE Shall mean a variation to the PURCHASE ORDER authorized or issued by the PURCHASER.
- DAY Shall mean a calendar day.
- DELIVERY TIME means the date when the GOODS must be delivered, as indicated in the LOI.
- DELIVERY TERMS means the place where the GOODS must be delivered in accordance with Incoterms (latest edition) specified in the LOI.
- GOODS means all equipments, materials, articles or any other property or parts to be provided to the PURCHASER by the SUPPLIER, including the relevant documentation listed in the LOI.
- LOI (LETTER OF INTENT) means the written agreement between PURCHASER and SUPPLIER for the performance of the SUPPLY including any written amendment thereof.
- PURCHASER means Commerciale Tubi Acciaio S.p.A and all the Companies belong to CTA Group.
- PARTY (IES) Shall mean PURCHASER and/or SUPPLIER.
- SUPPLIER means the company appointed by PURCHASER to perform the SUPPLY and so named in the LOI.
- SUPPLY means the delivery of the GOODS and the performance of the SERVICE specified in the LOI, to be carried out by the SUPPLIER in accordance with Terms and Condition stated in the LOI.
- PRODUCTION SCHEDULE means time schedule, prepared by the SUPPLIER and submitted to the PURCHASER, showing chronological order of major activities, key dates and DELIVERY DATE as specified in the LOI.
- PURCHASE ORDER (P.O.) means the written agreement between PURCHASER and SUPPLIER for the performance of the SUPPLY including any written amendment thereof

3. Official language of the contract.

3.1 Unless otherwise stated the contractual language shall be English.

3.2 All communications relating to Italian permits and any administrative regulation, legal approval or consent shall be made in English.

3.3 PURCHASER shall deliver all the documentations in English, if not differently agreed.

4. LOI/P.O.

4.1 The LOI/P.O. constitute the entire agreement between the PARTIES with respect to the performance of the SUPPLY, and shall prevail over all prior negotiations, representations and/or agreements either written or verbal.

4.2 No amendments to or modifications of any terms or conditions under the LOI/ PURCHASE ORDER shall be valid unless made in writing and signed by both PARTIES.

5. Change in the Supply

5.1 CHANGE to any aspect of the SUPPLY or to the provision of the LOI/P.O. shall not be valid unless formalized through a revision issued by PURCHASER.

5.2 PURCHASER shall not pay any invoice for amounts not stipulated in the LOI/ P.O., or in the relevant Revision.

5.3 PURCHASER has the right to instruct a CHANGE to the SUPPLIER at any time to make any change in the Scope of the work of the LOI/P.O. which may include additions, cancellations, substitutions, and changes concerning material, position or dimension of the SUPPLY.

6. Delivery

6.1 DELIVERY TERM of the GOODS as stated in the LOI/P.O. cannot be changed without presence of a written agreement with the PURCHASER.

6.2 Time shall be of the essence as regards the performance by each Party of all its obligations under the LOI/P.O.

6.3 The DELIVERY TIME stated in the LOI/P.O. is binding.

6.4 The delivery shall be considered completely performed when the GOODS have been delivered to the DELIVERY POINT and all the DOCUMENTS required by LOI/P.O. have been sent to the PURCHASER.
However, delivery shall not relieve the SUPPLIER from any or all its other obligations in respect of the LOI/P.O.

6.5 The SUPPLIER must inform the PURCHASER in writing in due time if circumstances arise or become known to him may result in delayed delivery. The PURCHASER reserves the right to cancel the order or any part

thereof, in case of failure in complying with the terms agreed. In any case the PURCHASER will charge all costs born as a consequence of the non respect of the contractual delivery time. Previous PURCHASER's other rights and obligations will remain valid.

6.6 Partial deliveries shall be permitted only with the prior written consent of PURCHASER and only in accordance with the terms of such consent, if given. Such consent shall not entitle the SUPPLIER to claim payment prior to delivery of the whole of the GOODS, unless otherwise expressly agreed in writing by PURCHASER.

6.7 If not differently agreed and stated in the PO (or LOI), penalty on late delivery will be from 1% of the value of goods affected by the delay for each subsequent week that commences, to 10% on total amount of PURCHASE ORDER.

7. Title and Risk

7.1 Title to the GOODS and all other items supplied by SUPPLIER to PURCHASER under the LOI/P.O shall pass to PURCHASER when the GOODS are delivered to the DELIVERY POINT.

7.2 Risk in the GOODS provided by the SUPPLIER under the LOI/P.O. shall pass to the PURCHASER upon delivery of the GOODS by the SUPPLIER at the DELIVERY POINT in accordance with the DELIVERY TERMS defined in the LOI/P.O.

8. Invoicing

8.1 Each shipment must be carefully packed for safe loading/unloading and safety handling. Additional requirements about packing are stated in the LOI/P.O.

Any damage or loss caused by or resulting from improper packing will be charged to the SUPPLIER and corresponding value subtracted from the amount to be paid. Invoices shall be sent separately and duplicated immediately after delivery, showing the value added tax and stating our order number and the item number from our order.

In case of shipment by containers SUPPLIER will be responsible for proper stuffing and lashing equipment into containers. In case of road transportation SUPPLIER will be responsible for the proper stowage and lashing**.**

9. Payments

9.1 Payment shall be as stated in the LOI/P.O. cannot be changed until a written agreement between the PURCHASER and the SUPPLIER. This also includes, without restriction, the provision of all accompanying

documents and other documents such as factory certificates, certificates of origin, test reports and all other documents listed in the LOI/P.O.

9.2 Invoices shall not be advised for payment until after receiving such evidence. If the invoice details are incomplete or incorrect, the PURCHASER cannot be deemed to have to be defaulted on payment.

In any case the payment terms become effective only after the fulfilment of all contractual obligations.

9.3 The PURCHASER could suspend the payments in case of a delay in delivery of the GOODS or delay in delivery of the documents required in the LOI/P.O.

PAYMENT can be approved and performed by CTA only if supplier has fulfilled all its contractual obligations, including all the applicable documentations

9.4 Payments rendered by PURCHASER don't imply the acceptance of the Goods.

10. Guarantees

10.1 SUPPLIER represents and warrants that the GOODS are new, unused of a proven reliable design and shall have a history of satisfactory performance under similar operating conditions and shall comply with the provisions of the LOI DOCUMENTS or the PURCHASE ORDER, including any and all technical specifications, LOI/P.O. requirements, drawing and data contained therein and shall be free from defects in manufacture and workmanship, and any design or engineering related to the components/materials furnished by the SUPPLIER.

10.2 All GOODS and services provided must meet PURCHASER'S requirements and will be subject to inspection and approval after delivery. Additionally, we reserve the right to inspect materials during production stage.

For this reason, we reserve the right to reject and return supplied material at risk and charge of Supplier.

10.3 The Supplier agrees to immediately replace inadequate or defective items with no extra charge for the PURCHASER, after receiving written notification of defects.

11. Supplier Liability

11.1 SUPPLIER shall comply with the requirements of any applicable law, and assumes full and exclusive liability for the timely filing of all returns, any potential tax costs (including tax laws)

11.2 The Supplier's contractual and extra-contractual liability for breaches of obligation shall be based on the statutory regulations.

11.3 If producer liability claims are asserted against PURCHASER due to a defect in an object delivered by the SUPPLIER, the SUPPLIER shall hold PURCHASER free from the producer's liability resulting from the

defect, when first requested to do so.

12. Product liability insurance

12.1 The SUPPLIER agrees to take out an insurance policy providing adequate cover against product liability risks and to provide to the PURCHASER, on request, with documentary proof that such an insurance policy has been taken out and that it is being maintained. In case an insurance claim becomes payable, the SUPPLIER hereby assigns PURCHASER in advance his claims against the insurance company. PURCHASER hereby accepts this assignment of claims. One year unless agreed in the LOI or in the P.O.

13. Assignment of credit

13.1 Unless expressly authorized by the PURCHASER, the assignment of any and all credits due to SUPPLIER under the LOI/P.O. is excluded with resulting liability of SUPPLIER to PURCHASER for and breach of above-mentioned provision. Furthermore, under no circumstances may SUPPLIER give any special cash warrants to any Third PARTY (IES), nor delegate, in any manner whatsoever, the collection of any of the monies due to PURCHASER hereunder.

14. Suspension of the Agreement

The PURCHASER reserves the right to suspend the performance of this agreement, in whole or in part, at any time and for any reason, without incurring additional costs or penalties, by providing written notice to the supplier.

The suspension period shall not exceed six (6) months from the date of the notice. During the suspension period:

1. The supplier shall cease all activities related to the suspended portion of the agreement, except as expressly authorized by the buyer.
2. The supplier shall take reasonable measures to minimize costs and expenses during the suspension period.

Upon expiration of the suspension period, the buyer may:

a. Request the supplier to resume performance of the agreement under the original terms and conditions, with reasonable adjustments to the delivery schedule if necessary; or

b. Terminate the agreement, in whole or in part, in accordance with the applicable termination provisions.

Any expenses incurred by the supplier during the suspension period that were not pre-approved in writing by the buyer shall be borne solely by the supplier.

15. Notice of default

15.1 SUPPLIER shall be deemed in default in the following cases:

a) obvious failure likely to affect the quality and conformity of the SUPPLY

b) delay in the implementation of the LOI/P.O., leading to unavoidable and unreasonable delay in the DELIVERY TIME and/or performance tests and/or SUPPLIER'S obligations

hereinafter

c) non implementation of the LOI/P.O. in whole or in part.

d) serious and/or prolonged failure of SUPPLIER to meet its obligations herein;

e) refusal to perform the SUPPLY in accordance with the terms of the LOI/P.O.

15.2 PURCHASER shall notify any default to SUPPLIER, by means of a Notice of Default, requiring SUPPLIER to remedy its breach within a period indicated in such Notice of Default. Upon receipt of the notice of default, SUPPLIER shall promptly inform PURCHASER in writing of the effects of its default and of the measures it intends to take in order to correct such default and shall promptly commence to perform the relevant remedial actions. If upon expiration of the period indicated in the Notice of Default the default remains unremedied, or the PARTIES have not reached a written agreement in this remediation, then without prejudice to PURCHASER's right to terminate in whole or in part the LOI or the PURCHASE ORDER in accordance with Clause 16. Termination**,** PURCHASER have the right to:

a) request a third party to remedy the default or remedy it by itself; and/or

b) substitute itself to SUPPLIER for all part of the SUPPLY, at SUPPLIER's expense and risk, and without the LOI or the PURCHASE ORDER ceasing to be valid. In this respect, PURCHASER may use its own resources to complete the SUPPLY and/or use any other third party for this purpose by means of a subcontract.

15.3 All costs borne by PURCHASER as a result of SUPPLIER's default shall be charged to SUPPLIER.

Without prejudice against any other method of recovery available to PURCHASER, PURCHASER shall have the right to deduct such costs from the amounts that may still be due to SUPPLIER by PURCHASER, corresponding O that part of the SUPPLY already preformed in accordance with the LOI/P.O.

16. Termination

16.1 Termination Procedure

Any Termination of the LOI/P.O. by PURCHASER shall become effective as specified in the NOTICE OF Termination and shall be without prejudice against any claim which PURCHASER may have against the SUPPLIER. On receipt of such Notice, SUPPLIER shall, unless otherwise direct by the Notice of Termination, immediately cease the performance of the SUPPLY.

16.2 Purchaser's right of Termination

Without prejudice to the other provisions of the LOI/P.O., PURCHASER shall be entitled to terminate in whole or in part the LOI or the PURCHASE ORDER in the following cases:
a) SUPPLIER's continuing failure to perform the SUPPLY in accordance with the LOI/P.O. provisions;
b) Once the maximum amount payable as liquidated damages are reached.
c) If SUPPLIER become insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver is appointed for a substantial part of SUPPLIER's assets, or is SUPPLIER dissolves or liquidates or terminates its corporate existence or an order is made by a Court, or an effective resolution is passed for the dissolution, liquidation or winding up of SUPPLIER.
d) It SUPPLIER assigns charges or otherwise transfers the LOI or the PURCHASE ORDER to third parties, or subcontract the SUPPLY, in all or in part, without PURCHASER's prior written consent
e) In other cases, as may be specified by the applicable legislation.

17. Confidentiality

The parties agree to treat as confidential and not disclose to any third party, without prior written consent, any information, data, or materials of a confidential nature exchanged between them in connection with this agreement, including but not limited to trade secrets, business plans, pricing, technical specifications, and other proprietary information (“Confidential Information”).
The obligation of confidentiality does not apply to information that:

1. Is or becomes publicly available without breach of this agreement;
2. Was known to the receiving party prior to disclosure;
3. Is lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or
4. Is required to be disclosed by law or a valid court order, provided that the disclosing party is promptly notified to seek protective measures.

This confidentiality obligation shall remain in effect for a period of 1 (one) year following the termination of this agreement.

18. Intellectual Property

1. All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, designs, and any other proprietary rights, in any materials, products, designs, documents, or data provided by the supplier (“Supplier Materials”) in connection with this agreement shall remain the exclusive property of the supplier or its licensors.

2. The buyer is granted a non-exclusive, non-transferable, and revocable license to use the Supplier Materials solely for the purpose of utilizing the products or services as intended under this agreement.
3. Any intellectual property developed, discovered, or created as a result of the performance of this agreement, including modifications, improvements, or derivative works of the Supplier Materials, shall be the exclusive property of the supplier, unless explicitly agreed otherwise in writing.
4. The buyer shall not copy, reproduce, reverse engineer, or otherwise exploit the Supplier Materials without the prior written consent of the supplier.
5. Both parties agree to respect each other's intellectual property rights and to promptly notify the other party of any potential infringement or unauthorized use.

19. Force Majeure

Neither party shall be held liable for any failure or delay in the performance of its obligations under this agreement if such failure or delay is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, civil unrest, strikes, lockouts, government actions, or interruptions in utilities or transportation ("Force Majeure Event").

The affected party shall:

1. Notify the other party in writing as soon as reasonably possible after the occurrence of the Force Majeure Event, providing details of the nature, expected duration, and impact of the event.
2. Take all reasonable steps to mitigate the effects of the Force Majeure Event and resume the performance of its obligations as soon as practicable.

If the Force Majeure Event continues for a period exceeding 30 days, either party may terminate this agreement by providing written notice to the other party without incurring any liability, except for obligations accrued prior to the Force Majeure Event.

In the event of Force Majeure, the party unable to perform its obligations shall give a written notice of such an event to the other party within five (5) calendar days of the occurrence of such event.

20. Code of Ethics and Human rights

The Supplier acknowledges and agrees to comply with the principles of respect for human rights and the ethical standards set forth in the Purchaser's Code of Ethics, which forms an integral part of these General Terms of Purchase. The Supplier undertakes to ensure that its operations, as well as those of its subcontractors and affiliated entities, fully align with these principles and standards. By accepting these terms, the Supplier explicitly commits to adhering to the Purchaser's Code of Ethics and implementing

measures to promote ethical conduct and respect for human rights throughout its supply chain. Any violation of this clause may result in the immediate termination of the agreement.
The Purchaser reserves the right to conduct workplace inspections with respect to the supplier's most risk-sensitive matters (human rights and environmental compliance) with reasonable notice, where deemed appropriate.

21. Jurisdiction and law

The contract is subject and valid under Italian law.
In case of dispute jurisdiction will be the Italian Court of Justice, town Torino.

22. CBAM Compliance Terms

22.1 The document entitled “CBAM Compliance Terms”, as amended, supplemented or replaced from time to time by the Purchaser (the “CBAM Terms”), which is available for download in our website, is hereby incorporated by reference into, and shall constitute an integral and essential part of, these General Terms & Conditions and of each LOI and/or Purchase Order relating to CBAM Goods.
22.2 The CBAM Terms shall apply to all Suppliers supplying goods falling within the scope of Regulation (EU) 2023/956 establishing a Carbon Border Adjustment Mechanism (“CBAM Regulation”), including any goods classified under the CN codes listed in Annex I to the CBAM Regulation.
22.3 By accepting a LOI and/or Purchase Order, or by commencing performance, shipment or delivery of CBAM Goods, the Supplier acknowledges that it has received, reviewed and fully accepted the CBAM Terms, which shall be binding upon the Supplier.
22.4 In the event of any conflict or inconsistency between these General Terms & Conditions, the LOI and/or Purchase Order, and the CBAM Terms, the CBAM Terms shall prevail exclusively with respect to CBAM-related obligations, including without limitation obligations concerning emissions data, monitoring, reporting, verification, audit, cooperation, indemnification and recovery of CBAM-related costs. For all other matters, the order of precedence set out in the LOI and/or Purchase Order shall apply.
22.5 Any derogation, amendment or waiver of the CBAM Terms shall be valid only if expressly agreed in writing and signed by duly authorised representatives of both Parties.