

GENERAL PURCHASE CONDITIONS

These general purchase conditions (hereinafter “General purchase conditions”) govern the contractual regulations to be complied with by each Supplier of products who has received a purchase order (hereinafter “Supplier”) from the Issuing company, Nova Siria S.r.l. (hereinafter “Nova Siria”). Contractual conditions different from these possibly issued by the Supplier will have no value unless expressly and specifically accepted in writing by a duly-authorized attorney of Nova Siria. It is understood that if a specific written contract aiming to regulate the supply of these products by the Supplier is formalised between Nova Siria and the Supplier, the conditions reported in the purchase order must be considered to prevail over the regulations in these General purchase conditions.

The technical specifications stated in the Purchase order (OdA) are to be considered as complementary and an integral part of the order itself.

1. Definitions

«Supplier»: any natural person or legal entity, any body (public, private or third sector, including “no-profit” bodies) or a grouping of these persons and/or bodies who, as they may validly have commercial or collaboration or partnership relations with Nova Siria, offers the supply of products in the market.

“Order”, “Purchase order”, “OdA” or “Job order”: a written document, legally binding and similar to a contract, with which Nova Siria, in the capacity of purchaser, formalises with the Supplier, which accepts, its intention to follow up on a commercial transaction relating to one or more services or obligations already defined in all its key elements after prior successful negotiations between Nova Siria and the Supplier itself (hereinafter, jointly, the “Parties”).

“Contract”: legally significant relationship which is created between the Parties, as a result of the issuing of the Order by Nova Siria and its acceptance by the Supplier, in light of the prior acceptance of these General Conditions.

“Product”: any material asset, which may be subject to a commercial transaction, as indicated in the Purchase order.

2. Acceptance of the General purchase conditions

The Nova Siria Orders may be sent to the Supplier, alternatively or cumulatively, at the exclusive discretion of Nova Siria, by courier, mail, email, certified email, telematic purchase platforms or by hand and must be signed, also with an electronic signature, by at least one duly-authorized company reference, with the Supplier having to be considered bound to accept the form and methods identified accordingly from time to time by Nova Siria. Pursuant to art. 1326 of the Italian Civil Code, even in the absence of formal signing, acceptance by the Supplier of the Order constitutes a conclusive contractual event to which these General purchase conditions apply. In addition, by starting to comply with its contractual obligations, the Supplier tacitly accepts the Nova Siria General purchase conditions. It is understood that Nova Siria reserves the right to revoke the Purchase order, providing the Supplier with a written and reasoned communication, in the event of force majeure or changes to its comp[any plans, only paying the Supplier the amounts corresponding to the expenses incurred and documented up to the revocation of the Purchase order.

Acceptance of the Order by the Supplier does not in itself any exclusive deal commitment, nor does it grant the Supplier or third parties any right to mention Nova Siria among its references.

3. Diligence

The Supplier must provide the goods and materials covered by the Purchase order with total diligence and skill. Nova Siria reserves the right to check the progress and good execution of the services relating to the Orders issued, also by means of visits, inspections and checks, implemented discretely by its personnel at the Supplier.

4. Prices, billing and payment conditions

The prices established between the Parties are considered to be fixed and invariable and, if not specified otherwise, inclusive of packaging for the delivery.

With regard to purchases with European territory, unless otherwise indicated by Nova Siria, to be issued in writing, the payment conditions will be no less than 60 days from the end of the month of the bill date, by bank transfer, and bank expenses charges will not be accepted. The bills must always report the purchase order number indicated by Nova Siria. Notwithstanding different agreements intervening in writing between the Parties, these bills must not be issued with a date prior to the goods delivery date and will also refer to the transport document [DDT], indicating the products listed therein in the same order; in the case of partial deliveries, the bill must indicate if the delivery is an advance or final delivery.

In any case, Nova Siria will have the right to reject the goods or the bills if these regulations are not complied with, and all the costs and expenses will be paid by the Supplier. The Supplier credit with Nova Siria may not be transferred to third parties, pursuant to art. 1260, 2nd paragraph, of the Civil Code.

The currency is always Euro.

5. Terms and methods for delivery, packaging and markings

Notwithstanding a different written agreement between the Parties, all the supplies covered by this contract are considered to be executed at the responsibility, organisation, risk and expense of the Supplier, with DDP regime – Delivered Duty Paid (destination location agreed), in accordance with the Incoterms® 2020 of the International Chamber of Commerce (ICC).

In this case, the Supplier is fully responsible for:

- the transport, insurance, customs release and delivery costs to the location indicated by the Client;
- all the risks of loss of or damage to the goods until actual delivery and acceptance at the premises or another location indicated by the Client;
- and the fiscal, customs and administrative expenses related to importing, if applicable.

Every delivery executed with methods other than the DDP regime must be expressly authorised in writing by Nova Siria, and in this case the Supplier must in any case guarantee that the transport conditions ensure the maximum protection of the integrity and the timely delivery of the goods.

The Supplier also undertakes to send Nova Siria in good time the transport documentation (DDT, packing lists, consignment dockets [CMR], etc.) proving the correct execution of the delivery.

Nova Siria will have the right to refuse the Products delivered late with respect to the agreed deadlines, without the need for further clarifications for the Supplier. The deliveries to the Nova Siria premises must be executed during their ordinary working hours, with the Supplier being obliged to find out about these in advance. For the deliveries requested by Nova Siria, the Supplier must use qualified couriers recognised nationally and/or internationally, who have appropriate insurance for the goods transported, sending copies of the relative transport documents to Nova Siria. In the event of particular needs/risks within the deliveries due to the nature of the goods transported, the Supplier undertakes to stipulate, at the request of Nova Siria, the supplementary insurance required. The relative cost and methods will be defined and agreed accordingly from time to time between the Parties. Any pauses, stalling and other expenses due to issues with the documentation of the Supplier will be charged to the Supplier. For deliveries from abroad, the Supplier is obliged to send, before loading the goods, the original certificate, a copy of the bill for customs and a packing list. The deliveries must be executed in the terms indicated. In the event of a foreseeable delay, the Supplier must provide a timely communication about that. Nova Siria will have the right to procure from third parties, cancelling the Order or the part of it affected by the delay, also reserving the right to claim the damages arising from this. Unless otherwise reported in the Order, delivery is considered to be free port / DDP up to the delivery location indicated in the Order and FOB (Free on Board) for non-EEC deliveries; all the Products will be delivered with the use of an appropriate transport means and marked in accordance with current regulations. It is in any case agreed that the responsibility and the risk relating to the loss of the Product will remain with the Supplier until Nova Siria has full access to the Product, certified by the signing of the transport document, at the Nova Siria premises or, alternatively, in different locations agreed in writing. With reference to the packaging, if excluded from the price, the Supplier must, at the time of the delivery of the material, provide precise orders for its return.

6. Certificate of Origin and Transport Documents (DDT)

The Supplier, at the start of the supply, must provide and send by e-mail the Certificate of Preferential Origin or the Certificate of Non-Preferential Origin (Made in). It must be updated in the event of a product modification or, in any case, on an annual basis.

The transport documents (DDT) must indicate the Order number, the identification code (if attributed), the relative description and the quantity of Product they refer to. In the case of partial deliveries, it must be indicated if the delivery is an advance or final delivery; in the case of the replacement of defective Products, the details of the DDT issued by Nova Siria must be stated.

7. Acceptance and testing of the supply

With respect to the quantities of Product covered by the supply, an excess of no more than that indicated or agreed will be tolerated. If the quantity of Product delivered exceeds this excess, the Supplier undertakes, at its own expense, to collect this excess quantity. Any increases of the Products with respect to the quantity indicated in the initial Order must be determined exclusively through a subsequent supplementary Purchase order with the same identification number as the original one. The Supplier declares that, regardless of any approval or preliminary check by Nova Siria, the items delivered are free of clear or hidden original or manufacturing flaws and fully comply

with the details of the Order. For Orders which explicitly envisage inspection and testing, the acceptance of the supply will depend on the success of that inspection and testing. If the supply is not accepted due to a defect with the items or the execution of the service, the items delivered will be replaced at the expense of the Supplier or charged to the Supplier in the terms indicated by Nova Siria. Notwithstanding, in any case, the right of Nova Siria to fully or partly cancel the supply, and to be compensated for the damages incurred. Any inspection and testing of the Products must be carried out to a high standard and documented in writing; in any case, if the inspection and testing is requested by Nova Siria, it will be carried out on the basis of the methods and instructions identified unilaterally by Nova Siria.

8. Guarantee of good functioning

The Supplier guarantees that what is supplied will retain the technical characteristics envisaged and ensures its good functioning. Unless there are different written indications due to the peculiar nature of the Product, the supply is covered by a guarantee from the Supplier for a period of no less than 12 months from the delivery date.

Nova Siria must notify the Supplier about the flaws identified within 60 days of the delivery if they are apparent flaws, and within 6 months of the discovery in the case of hidden flaws. Any defects discovered at the time of unpacking are also equivalent to hidden flaws. The obligation to report the flaw within the terms indicated above does not stand if the Supplier has recognised the existence of the flaw or has hidden it.

If a Product defect is identified within the guarantee term - and is communicated to the Supplier within this time -, the Supplier must repair or replace the Product in good time at its own expense; if it does not, Nova Siria will have the right to eliminate the defects directly or with the assistance of third parties, charging the Supplier the relative expenses. Notwithstanding, in any case, the responsibility of the Supplier for the defects in the Product supplied and for the damages deriving from that to Nova Siria or third parties, in accordance with the Italian regulations applicable at the time. During the guarantee period, it will be renewed automatically for the same period - for all the parts replaced, repaired or modified - from the date on which they return to functioning. It is understood that the repairs, replacements or modifications which become necessary with respect to the good functioning guarantee will be the responsibility of the Supplier, notwithstanding the right to compensation for damages.

In any case, if the prerequisites are in place, Nova Siria is recognised the right of recourse with respect to the Supplier pursuant to art. 134 of the Legislative Decree of 6 September 2005, no. 206 (Italian Consumer Code).

9. Industrial and intellectual property

The Supplier guarantees that the products and the relative documentation provided to Nova Siria do not violate any patent, mark, software, copyright or other right concerning the intellectual or industrial property of third parties, at both a national and international level, and that no legal action for infringement of patent rights or violation of the rights stated above is pending before any jurisdiction and/or Authority; otherwise, the Supplier must provide Nova Siria with a written communication about it. The Supplier will keep Nova Siria free from any damages deriving from third party claims pertaining to such infringements or violations. Nova Siria will have the

right, free of charge, to use the documentation relating to the products, to reproduce it, to translate it and to modify it in order to add it to its own documentation and, where necessary, provide it to its own partners.

10. Nova Siria Know-how

If the items covered by the relative Orders are executed in accordance with drawings/designs, dies, specifications, indications, technical solutions, know-how, etc., communicated by Nova Siria, the Supplier may not use them for supplies to third parties, without written authorisation from Nova Siria. At the request of Nova Siria, the Supplier must immediately return all the documents and data provided to it through any means and in every format, including all copies or reproductions.

11. Confidentiality

Regardless of the stipulation of a separate special non-disclosure agreement (NDA), the Supplier undertakes to consider as confidential all the information received from Nova Siria within the preparatory negotiations and the definition of the specific conditions or in any case obtained for the purposes of the execution of the Order, and to not disclose to third parties, or to use for purposes other than the execution of the Order, without the prior written consent of Nova Siria, information of a technical and commercial nature, including documents, photographic and video reproductions, drawings/designs, sketches, models, dies, samples and components provided by Nova Siria for the execution of the Order itself or in any case obtained during the execution of the Order itself. The scope of this regulation has continuing effect, that is, binding for the Supplier and its assignees even after the termination of the relationship with Nova Siria, for whatever reason this termination has come about, for a period of five years, also if the Supplier's company name is changed or if the Supplier's ownership structure changes. If there is a violation, Nova Siria may take action to obtain compensation for the damages, notwithstanding the right to pursue the Supplier pursuant to arts. 621, 622 and 623 of the Italian Criminal Code. The Supplier may not refer to Nova Siria or the Purchase order in any of its references, on websites (its own or third party), press statements or other forms of advertising, without the prior written authorisation of Nova Siria.

12. Corporate responsibility

The Supplier guarantees it is aware of the obligations deriving from Corruption Prevention regulations.

The Supplier declares it has ascertained the absence of any situation, even potential and/or apparent, of conflict of interests which may compromise the creation of a commercial relationship with Nova Siria.

The Supplier declares it has verified, also with regard to all its employees, the absence of any restriction to the partnership, undertaking to ascertain and declare the absence of any irregularity, in accordance with current law and regulations on Corruption Prevention and transparency, where envisaged and applicable, at a national and/or international and/or regional level and relating to the reference industrial sector, including the implementation guidelines adopted by the Italian Corruption Prevention Authority (ANAC).

The Supplier also declares that its internal assessment organisms responsible for the prevention of corruption, where existing, have not raised any objections to the stipulation of this Contract in the terms specified and agreed

herein, and declares that the Contract does not in any way clash with the principles contained in, where envisaged, its own Corruption Prevention Plan (or similar regulations).

The Supplier, in relation to this contract, declares it is aware of the regulations in Legislative Decree 231/2001 and the Ethics Code adopted by Nova Siria, undertaking to behave in a manner compliant with the principles stated therein. The Supplier also undertakes to inform the Nova Siria Supervisory Board about any violations of the '231' System or the Ethics Code. Nova Siria reserves the right to carry out checks to check compliance with the '231' System by the Supplier. If violations are identified, Nova Siria may terminate the contract.

In any case, the Supplier undertakes to not carry out, not even in an attempted manner, any action which might lead to a violation of the Ethics Code and/or the '231' System adopted by Nova Siria by a Nova Siria employee or which may lead to a violations of fraud, corruption, racketing, money laundering or terrorism prevention laws.

The Supplier may not, either directly or indirectly or tentatively, pay, promise or authorise the payment of money, or promise, give or authorise the concession of any asset of value to any person or body to try to obtain an undue advantage for Nova Siria. The Supplier also guarantees that it will not receive or request, either directly or indirectly, sums of money or objects of value from any person or body to obtain an undue advantage in the execution of any Order.

The Supplier declares that in the 24 months prior to the receipt of the Order from Nova Siria, it did not make, request, authorise or receive any payment, promise or gift of the type described in the previous paragraph.

The Supplier declares and guarantees that, within its entrepreneurial activity, it does not make use, either directly or indirectly through subcontractors, of forms of child labour in violation of the applicable national and international regulations including, by way of examples which are not exhaustive, the regulations in Convention no. 138 of 1973 and Convention no. 182 of 1999 of the International Labour Organisation (ILO), and the principles of the UN Convention on the Rights of the Child.

The Supplier also undertakes to adopt all the measures required to prevent, identify and eliminate any form of child labour within its own production cycle, being fully responsible for any violations committed by third parties it uses in executing the work covered by this contract.

Violation of one or more obligations deriving from this paragraph 12 by the Supplier constitutes a serious contractual breach and entitles Nova Siria to terminate the contract with immediate effect, pursuant to art. 1456 of the Civil Code, notwithstanding the right of Nova Siria to compensation for any direct or indirect damages incurred as a result of this violation, including reputational damage.

The Supplier recognises that full compliance with all of the above stated and/or referred to is an essential condition for the maintenance of the commercial relationship with Nova Siria.

13. Termination

Without any prejudice for any other remedy granted to Nova Siria by Italian law, including the right to compensation for damages, Nova Siria has the right to revoke the Purchase order, in full or in part, and to declare, therefore, the relationship terminated with effect from the date of receipt of the communication sent by Nova Siria to the Supplier, pursuant to art. 1456 of the Civil Code, in the cases in which:

- the Supplier does not comply with the obligations stated in these General purchase conditions, with particular but not exclusive reference to arts. 12, 15 and 16, that is, the conduct of the Supplier may in some way harm the reputation of Nova Siria, again notwithstanding the right to compensation for the damages incurred;
- the Supplier does not comply with an obligation for it deriving from the Purchase order and relating to delivery dates (where essential) and quantities, deformities, confidentiality or other specific obligations envisaged;
- the Supplier is subject to a substantial change in the ownership of its shares or quotes, as a result of which the party holding the majority required for the election of the Directors is modified, or is subject to the transfer to third parties of a substantial part of its company (e.g. in cases of extraordinary corporate operations);
- the Supplier contravenes the safety regulations for the prevention of workplace accidents and/or the internal Nova Siria safety regulations;
- the subject of the Order envisages the transport of hazardous or toxic-harmful substances to the Supplier and the Supplier does not have the appropriate national, international or regional authorisations.

14. Controls and audits

For the entire duration of the relationship and for 24 (twenty four) months after its expiry, for the purposes of checking and monitoring the correct execution of the services agreed, the Supplier guarantees Nova Siria, every audit company possibly appointed by it and every regulatory authority (with prior notice of at least 5 business days) the right to access its premises, and the right to access and directly examine all documentation which refers exclusively to the activities stated in the Order (“Audit”), including aspects related to quality, environment, health and safety, corporate responsibility and sustainability, also guaranteeing to provide the assistance required for the success of the Audit.

Within the Audit, Nova Siria may have access to the commercial documentation (including copies of the justifications of the costs present in the statement of account) pertaining to the Supplier, its affiliates or any subcontractor involved in the execution of the services covered by the Order. To this end, the Supplier undertakes to provide a copy of the documentation indicated by Nova Siria within two weeks of the request (which will be formalised through a special communication sent by Nova Siria to the Supplier) or another expiry date established at the start of the Audit activity. If this Audit is carried out by audit companies appointed by Nova Siria, these audit companies will report to Nova Siria only the significant information to inform it about the compliance with what is engaged within the relations between the Parties.

15. Processing of personal data

In accordance with Regulation (EU) 2016/679 (“GDPR”) relative to the “protection of natural persons with respect to the processing of personal data, and the free circulation of such data”, with reference to the processing of the significant personal data for the purposes of the Contract within the execution of the Order, the Parties declare they have reciprocally communicated the information indicated in arts. 13 and 14 of the GDPR about the

purposes pursued, the legal basis of the processing, the methods and instruments used and the rights and methods for exercising them.

The Parties declare that the personal data granted are precise and true, exonerating each other reciprocally from all responsibility for material compilation errors or for errors deriving from inexact imputation of the data in the electronic and paper archives.

Nova Siria and the Supplier undertake to process the personal data relating to the Order and its execution in compliance with the principles indicated by the GDPR. Specifically, these data are: a) processed in a lawful, correct and transparent manner; b) collected and processed for determinate, explicit and legitimate purpose; c) adequate, pertinent and limited to what is necessary with respect to the purposes for which they are processed; d) exact and, if necessary, updated; e) stored in a form which permits the identification of the data subjects for a un period of no longer than the achievement of the purposes for which they are processed; f) processed in a manner to guarantee their adequate security.

Both Nova Siria and the Supplier undertake to comply with the requirements of the GDPR and to avail of the adequate security measures indicated in article 32 of the GDPR.

With particular reference to any special data processed during the execution of the service, the Supplier undertakes to comply with and to make sure that its employees comply with the current regulations applicable to the processing of such data and to comply with the specific instructions provided by the Data Controller in this regard. If the Supplier identifies a violation of the personal data, as defined by the GDPR, or, in any case, its inability to comply with any instructions provided by the Data Controller, also due to chance or force majeure (damage, operating anomaly with the access control and protections, etc.), it must implement the possible and reasonable safeguarding measures and must immediately notify Nova Siria and agree on any further protection measures.

If the Supplier receives a communication relating to the exercising of the rights stated in arts. 15-22 of the GDPR, and if this communication pertains to the processing by the Supplier on behalf of Nova Siria, the Supplier undertakes to inform Nova Siria about this (in any case within 24 hours of the receipt of the communication by the data subject).

If, in relation to the services provided in execution of the Order, the Supplier is classified by Nova Siria, in its capacity as Data Controller, as Data Manager pursuant to art. 28 of the GDPR, Nova Siria will appoint the Supplier with a special written deed.

16. Penalties

In the event of delay in the execution or the delivery of what is indicated in the Order, Nova Siria reserves the right to apply a penalty of 5% (five percent) of the total Order amount, calculated for every day of delay.

The penalty will not be applied only in the case of delay with respect to the set terms due to a cause not attributable to the Supplier.

17. Withdrawal

Nova Siria may withdraw from the Contract at any time in the form of a simple written communication to be sent to the Supplier by e-mail or certified email. In this case, the Supplier will have the right to the fee actually accrued on the date of efficacy of the withdrawal, with any further payment and/or indemnity being excluded.

18. Insurance

The Supplier declares it has, with a primary insurance firm, a valid insurance contract for liability towards its employees (RCO), liability towards third parties (RCT) including machinery, plant and building facilities, Product Liability (RCP) (where applicable), that is, for the liability of the Supplier if it is also the manufacturer of the product, for any product planning, conception, manufacturing, assembly, labelling and distribution errors, for any damage to things or persons after delivery to third parties, whose respective limits of liability are in line with the highest market levels in the reference sector. The Supplier guarantees it can submit to Nova Siria a valid copy of the policy indicated in this article, on simple request by Nova Siria.

The Supplier must also guarantee that it will maintain in force the insurance contracts identified above for the entire duration of the relationship with Nova Siria.

19. Force majeure

If extraordinary and unforeseeable events occur, due to causes of force majeure, which prevent or delay the execution of the Order by the Supplier (such as epidemics, wars, coup d'état, earthquakes, fires, floods, natural disasters), the terms for the execution of the obligations arising from the Order will be considered to be extended for the duration of these events and their effects.

The Party which has been affected by the force majeure event must inform the other Party in good time in writing about the start and end of the event, adopting all the appropriate measures to limit its effects.

If the force majeure events indicated above should last for longer than three months, each of the Parties will have the right to terminate the agreements and the content of the order through a simple written communication about that to the other party.

20. Contract Language

These General Conditions are drawn up in Italian and, if the Supplier is not an Italian company, in English. In the event of a clash between the Italian text and the English text, Italian prevails, as the Italian text is the only official valid text.

21. Applicable law and Court with jurisdiction

The law applicable to these General Conditions and the relative contractual relationship between the Parties is Italian law only, with express exclusion of other national laws and/or international conventions on the international sale of goods.

Any dispute deriving from or in relation to this Contract will be referred exclusively to the Court of Turin of the Italian Judicial Authority. However, as a derogation to the above, Nova Siria alone will in any case have the right to bring the dispute before the Judge with jurisdiction in the area where the Supplier's premises is located.