

GENERAL TERMS AND CONDITIONS OF SALE OF CSM MACHINERY S.R.L.

Rev: November 27th, 2024

These general terms and conditions of sale ("GTCs") shall apply to all supplies of goods and/or services concluded by CSM Machinery s.r.l., with registered office in Codognè (TV), via Cadore Mare 25, Fiscal Code/VAT No. 01222980268, REA TV n.150223 ("CSM") and the party purchasing goods and/or services ("Buyer"). The GTCs, together with any special conditions and provisions expressly agreed between the parties and included in the written order confirmation issued by CSM ("Order Confirmation") and in the documents attached thereto, constitute the full agreement and written contract between CSM and the Buyer and supersede any other and/or different terms and/or conditions in conflict with them proposed by the Buyer, verbally or in writing, and not expressly accepted by CSM. Any changes to the GTCs, which are not contained in the Order Confirmation, may be made only by CSM by notice to Buyer or publication on CSM's website and will apply with respect to orders following such notice or publication.

1. Acceptance and terms and conditions.

Sale of any goods or provision of services, as each is defined in the Order Confirmation, is expressly conditioned on Buyer's assent to these GTCs. Any acceptance of CSM's offer is expressly limited to, and implies, acceptance of these GTCs and CSM expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these GTCs, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these GTCs. Any order to purchase goods and machineries or receive services shall constitute Buyer's assent to these GTCs. Unless otherwise specified in the CMS, CMS's offer may be modified or withdrawn by CMS before receipt of Buyer's timely conforming acceptance. Fulfilment by CSM of any order by Buyer shall not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these GTCs.

2. Subject of the products and services.

2.1 The scope of the supply provided by CSM in favor of the Buyer shall be for the purpose, unless otherwise expressly provided in the Order Confirmation, of supplying standard machines or products and components and/or machines with customized characteristics according to the Buyer's requests and specified by the Buyer in the technical specifications (the "Machinery"). **2.2** If expressly provided for in the Order Confirmation, CSM may also provide certain services, such as installation, commissioning, training, technical assistance, maintenance, whether they are performed at CSM's or at the Buyer's premises, or remotely

(the "Services"). **2.3** The Buyer agrees to cooperate actively with CSM in order to supply the materials and/or components indicated in the specifications, which shall be received by CSM in the time, quantity and quality defined in the individual Order Confirmations, as well as to communicate, and/or provide any information related to the order and its requirements, remaining fully responsible for the accuracy and precision of the same. Therefore, CSM shall not be held responsible in case of delays, discrepancies in the Machinery and/or performance when directly caused by the non-supply or delayed supply of materials and/or components by the Buyer or by the inaccuracy and/or imprecision of the information provided by the Buyer. **2.4** In the case of non-standard Machinery, the technical specifications will be defined by the data sheets prepared by CSM on the basis of the specifications requested by the Buyer, which must therefore be transmitted by the Buyer complete in every detail in time to proceed with the execution of the contract. Delay in transmission and/or any inaccuracy or incompleteness of such specifications will justify the modification of the delivery terms and CSM's exemption from liability for any delay. **2.5** The GTCs shall also apply, as far as they are compatible, to the supply of spare parts ("Spare Parts") by CSM to Buyer.

3. Binding Contract.

3.1 The Buyer's order shall be deemed accepted by CSM only upon issuance of CSM's Order Confirmation which will identify exactly the Machines, Services and /or Spare Parts ordered by the Buyer, quantities, expected delivery dates, payment terms, and specifications or data sheets, if available. The Order Confirmation shall be deemed to be accepted without reservation by the Buyer unless objected to in writing within 5 (five) days of receipt. Unless expressly provided in the Order Confirmation, catalogs, estimates and/or offers related to the supply shall not be deemed to be included in the same and therefore shall not be binding on CSM. Data regarding performance, yields, dimensions, hydraulic and pneumatic utilities of the Machinery mentioned in the commercial documentation are intended as indicative and not binding on CSM. Actual values will be communicated to the Buyer upon completion of the executive project. **3.2** No additions or modifications to the GTCs between the parties, whether set forth in the Buyer's purchase order or indicated in other documents, including shipping documents, shall be enforceable against CSM unless included in the Order Confirmation and/or following CSM's written acceptance. **3.3** Any collection by CSM of an advance payment on the order shall not constitute acceptance of the order.

4. Modifications and Additions.

4.1 CSM shall have the right at its sole discretion, at any time and without the Buyer's

prior consent, to make non-substantial modifications and/or additions to the Machinery and/or Spare Parts (which do not change their essence and operation). **4.2** Such modifications shall be proposed if they prove to be necessary in relation to the final installation site, regulatory changes, technical and/or engineering innovations in production and/or material technologies, or as a result of any intervening circumstances from which the need for a modification to the Machinery arises. **4.3** Should such modifications result in a change in the cost of the Machinery in excess of 2% (two percent) of the supply price, the Buyer shall be notified in advance in writing and the Parties shall agree in good faith on a price variation. **4.4** It is within the sole discretion of CSM to accept any modifications or additions to the Machinery requested by the Buyer with respect to what is stated in the Order Confirmation, provided that the request is received no later than 30 (thirty) days after the Order Confirmation is sent. In this case CSM will submit an estimate of the related costs and the consequences on delivery and installation deadlines. If the Buyer does not accept the estimate, it will undertake to reimburse CSM for the costs incurred and/or related to the preparation of the estimate, without prejudice to its commitments under the contract.

5. Delivery.

5.1 Unless otherwise indicated in the Order Confirmation, delivery of the Machinery and/or Spare Parts and the related transfer of risks, shall always be deemed to be made FCA (ICC Incoterms® 2020) at CSM's facility indicated in the Order Confirmation. **5.2** In any case, regardless of the delivery term, the loading of the products onto the means provided by the Buyer will be carried out by CSM on behalf of the Buyer. Any loss and/or damage to the products incurred during loading operations shall be borne by the Buyer. **5.3** The delivery terms stated in the Order Confirmation are not essential and shall not be deemed to be time of the essence. Where an advance payment on the order is provided for, the delivery terms shall start from the time of advance payment or, where it is provided that the data sheet is defined with the Buyer, from the date of definition of the data sheet, if that occurs later than the date of the advance payment. **5.4** In the event of payment to be made in whole or in part after delivery, if the Buyer delays the collection of the Machinery and/or Spare Parts by more than 10 (ten) days from the notice of goods being ready for delivery, CSM shall have the right to proceed to issuing the invoice with the consequent commencing of the relevant payment terms. In any case, the Buyer shall remain responsible for the parking costs and any other charges and responsibilities for the storage and custody of the goods, to the extent of 1% (one percent) of the price of the Machinery and/or Spare Parts for each week of

delay up to a maximum of 5% (five percent).

5.5 If the Buyer delays the collection of the Machinery and/or Spare Parts by more than 30 (thirty) days from the notice of goods being ready for delivery, CSM shall have the right to withhold as liquidated damages any advance payment or down payment (if any) made by the Buyer, as well as, at its sole discretion, to terminate the contract for cause or to require its specific performance, in any case without prejudice to CSM's right to claim compensation for further damages. **5.6** Any unjustified delays by CSM in the delivery and/or installation of the Machinery shall entitle the Buyer to terminate the contract only after 90 (ninety) days from the date the notice of default is issued to CSM, being excluded in any case compensation for damages and without prejudice to the case of force majeure.

6. Price and Payment.

6.1 The price of the supply of the Machinery, Services and/or Spare Parts and/or Services is indicated in the Order Confirmation and, unless otherwise provided in the Order Confirmation, the price of the Machinery shall be per Machinery tested at CSM's premises and delivered FCA Codognè (TV), Italy (ICC Incoterms® 2020), being agreed that all charges relating to taxes and expenses for transportation, duties, insurance, shipping, storage, handling, demurrage and the like shall be paid by Buyer. **6.2** The payment terms set forth in the Order Confirmation shall be essential. Any payment extensions, if any, shall be stated in the Order Confirmation. Payment shall be made in Euros or in the different currency indicated in the Order Confirmation. **6.3** In the event of late payment, the Buyer shall pay interest on arrears at the annual rate equal to EURIBOR plus 8 (eight) percentage points starting from the due date. **6.4** In the event deferred payment is agreed between the Parties, CSM shall have the right to terminate the contract, or not to perform the part of the contract still to be performed, without needing the Buyer's prior consent, in the event that (i) the Buyer delays payment by more than 30 (thirty) days; (ii) CSM has reason to doubt the Buyer's solvency and financial credibility, unless the Buyer provides the necessary warranties; (iii) the Buyer is subject to insolvency proceedings of any kind; in the aforementioned cases, all payments not yet due shall also become immediately due and payable, without the need for CSM to issue a notice of default to the Buyer. In the event of late payment, CSM shall also have the right to suspend all maintenance work, even in the event of serious breakdown, until the balance of the due amount is paid. **6.5** The Buyer may not under any circumstances delay or suspend payment for the supply, even in the case of defects and/or nonconformities, without prejudice to its right to recover what it has unduly paid (solve et repete), nor may it set off any credits, unless otherwise agreed in writing. **6.6** The

Buyer authorizes CSM to assign to third parties any claims arising from the contract. The assignment will be effective against the Buyer as of the date of notification thereof.

7. Retention of Title.

7.1 The delivered Machinery is and remains the property of CSM until full payment of the relevant contract price by Buyer. **7.2** The Buyer is obligated to inform any interested third party of CSM's retention of title and to comply with all formalities required by the applicable law of the place where the Machinery is located. **7.3** If any third party intends to assert any right to the Machinery subject to retention of title, the Buyer shall immediately inform CSM thereof and assist CSM in protecting the retention of title.

8. Testing at CSM's premises.

8.1 CSM will inform the Buyer in writing when the Machinery will be ready for testing, which will be carried out at CSM's premises, unless otherwise provided for in the Order Confirmation or other written agreement between the Parties. **8.2** The Buyer shall make itself available to participate in the testing operations, which shall take place on the date indicated by CSM or otherwise agreed upon by the Parties, in any event within 15 (fifteen) days of the notice sent by CSM pursuant to Paragraph 8.1. It is understood that, should the Buyer waive its right to participate in the testing operations or fail to make itself available within the aforementioned term or, in the case of testing at the Buyer's premises, prevent such operations from taking place, the positive testing carried out by CSM alone shall be deemed effective and enforceable against the Buyer for all legal purposes and shall be deemed to be implied acceptance of the Machinery without reservation. **8.3** It is mandatory for the Buyer's representatives and employees participating in the testing operations, and more generally for all the Buyer's personnel, to strictly comply with the on health and safety of workers at the workplace adopted by CSM, which will be communicated in advance to the Buyer. **8.4** Upon completion of the testing operations, a report of the successful testing of the Machinery and authorization for shipment or installation will be prepared and signed between the Parties, or by CSM alone in the cases provided for in Paragraph 8.2 above. **8.5** Following the testing, CSM will deliver the technical documentation for the use and maintenance of the Machinery which will include: (i) electrical, pneumatic, hydraulic diagrams; (ii) list of the parts constituting the Machinery; (iii) list of any recommended spare parts. **8.6** Excluded from the scope of the supply is anything not expressly stated in the technical data sheet or in the Order Confirmation and, by way of example but not limited to, hydraulic oil for any hydraulic power units, consumables and for any tests, etc.

9. Installation at the Buyer's premises.

9.1 Unless otherwise specified in the Order Confirmation, the supply does not include the installation and commissioning of the Machinery, or any other services at the Buyer's premises, such activities being entirely the responsibility of the Buyer. **9.2** If the Order Confirmation provides for the installation of the Machinery at the Buyer's premises, the Parties will agree on dates for carrying out the relevant operations. **9.3** In any event, anything not set forth in the Order Confirmation, as well as any work necessary for the purpose of properly installing the Machinery (which the Buyer undertakes to carry out within the time set for the commencement of installation operations), shall remain the responsibility of the Buyer, including but not limited to: (i) all civil engineering work and foundations, special bases, flooring, pits, site preparation, anchoring and bracketing of the asset and government approvals; (ii) unloading and unpacking of the equipment; (iii) proper placement, pre-alignment and anchoring of the equipment; (iv) disposal of packaging materials; (v) supply and filling of all liquid tanks; (vi) lubricants; (vii) the equipment and materials required for assembly, installation, and commissioning such as scaffolding, lifting gear, and other equipment; (viii) the connection of all electrical wiring (according to electrical diagram provided), electronic connections, connection of the appropriate power to the machine's electrical panel, compressed air lines, and utilities required for the equipment. Any delays due to the failure to carry out such works or to the unavailability of the necessary equipment or to the failure of other plant and/or machinery functional to the installation of the Machinery shall not be attributable to CSM, which shall have the right to charge the Buyer for the resulting downtime of its personnel. **9.4** The Buyer shall promptly provide the labor, logistical support, and necessary equipment required by CSM's technicians during the installation and commissioning of the Machinery and any further work by CSM or its appointed personnel, including during the warranty period. **9.5** The place of installation shall be completely free and easily accessible to CSM's technicians and installers and access to such place shall be permitted only to authorized personnel. All assembly equipment, lifting means (cranes, hoists and forklifts), ladders and scaffolding provided by the Buyer shall comply with European safety standards (or the standards in force at the place of installation, if equivalent). All burdens, organization and responsibilities during installation work in relation to safety and work hygiene as required by European standards and/or corresponding standards in force at the place of installation shall be borne by the Buyer. **9.6** The Buyer agrees to provide and make available its own employee and/or operator, who shall be present at the place of installation of the

Machinery throughout the entire process of installation and initial start-up. 9.7 Prior to sending its technicians, CSM will submit to the Buyer, where required by law, the Operational Safety Plan (OSP) or other equivalent document required by applicable regulations, which must be completed, signed and returned to the Buyer. Otherwise, CSM will not be able to authorize the sending of any technician, without thereby incurring any liability for any delays.

10. Commissioning and training.

10.1 Where provided for in the Order Confirmation, CSM will provide commissioning of the Machinery and/or operator training at the Buyer's facility, subject to agreement on the duration of training, calculated on the basis of working days, of 8 hours each. Commissioning and/or training activities will be scheduled based on CSM's availability, unless otherwise provided in the Order Confirmation. **10.2** In addition to the consideration set forth in the Order Confirmation, the Buyer shall promptly reimburse CSM for travel expenses, board and lodging, and any other expenses inherent in and documented by CSM, unless otherwise provided in the Order Confirmation. **10.3** The Buyer further agrees to: (i) guarantee CSM's personnel access to the premises where the Machinery is located in safe conditions, in compliance with applicable regulations and in any case applying safety standards not inferior to those provided for by Italian and European regulations; (ii) make available sufficient quantities of compliant material for the commissioning of the Machinery and operator training; (iii) ensure the availability of a full-time maintenance person to cooperate with CSM personnel during the commissioning of the Machinery and operator training; (iv) ensure the presence of the operators assigned to the start-up, operation and maintenance of the Machinery for the entire duration of the commissioning operations; (v) sign the documentation certifying the performance of the commissioning and/or training activities. **10.4** Any additional service or training time that exceeds the fixed number of working days stipulated in the Order Confirmation will be charged separately to the daily rates charged by CSM, together with the above charges. **10.5** In the event that the commissioning of the Machinery or operator training is delayed due to causes beyond CSM's control, the Buyer will still be required to pay the fee and expenses even for the days of staff inactivity. **10.6** It is understood that CSM will not be responsible for compatibility between the supplied Machinery and any other equipment to which the former is to be connected, nor for any interference and safety issues arising from the connection.

11. Warranty.

11.1 CSM warrants that the Machinery shall meet and is compliant with the agreed technical specifications and function correctly, if installed

in a suitable environment and in compliance with the instructions contained in the technical manuals, for 12 (twelve) months from the date of the test carried out pursuant to Article 8 above, with reference to both mechanical and electrical parts. Any extensions of the warranty shall be agreed in writing between the Parties, at the Buyer's request and upon payment of a fee. **11.2** Any claims that cannot be raised by diligent inspection at the time of testing carried out in accordance with Article 8 above (hidden defects) must be notified to CSM by registered letter with return receipt or PEC, under penalty of forfeiture, within 30 (thirty) days from the date of discovery of the defect and in any case no later than the warranty term. Claims must indicate precisely the defects and discrepancies reported. **11.3** The warranty does not extend to Machinery components that are subject to general wear and tear and movement components, nor to aesthetic defects (paint defects or other surface coatings, scratches, dents, etc.) that do not affect the functionality of the equipment. CSM shall not be liable in any case for defects/non-conformities of components manufactured by third parties even if incorporated in the Machinery, with respect to which only the warranty provided by the manufacturer of such components and within the limits provided therein shall apply. The warranty does not extend to manufacturing defects that are due to misuse or incorrect use of the Machinery by the Buyer or third parties, accident, act of nature, overloading, impact or breakage of the structures and/or components, failure to perform periodic maintenance in accordance with the use and maintenance manual provided by CSM, poor quality of materials used, environmental conditions, incorrect or unstable electrical voltage, unauthorized repair or modifications. The Buyer shall use the goods in perfect conformity with the provisions of the user manual and the instructions given by CSM. **IMPORTANT: CSM SHALL NOT BE LIABLE FOR ANY DIRECT AND/OR INDIRECT DAMAGES SUFFERED BY THE BUYER OR ANY THIRD PARTY ARISING FROM THE USE AND/OR MAINTENANCE OF THE MACHINERY NOT IN ACCORDANCE WITH THE USER AND MAINTENANCE MANUALS PROVIDED BY CSM, NOR SHALL OIM ALSO BE LIABLE FOR DAMAGES ARISING FROM TAMPERING WITH AND/OR MODIFYING THE MACHINERY AND/OR RELATED SOFTWARE FOR USE WHEN NOT AUTHORIZED BY OIM. REPLACEMENT OF PRODUCT COMPONENTS MUST BE CARRIED OUT USING ONLY COMPONENTS SUPPLIED AND/OR APPROVED BY CSM.** **11.4** The identification and ascertainment of any defect in the supplied Machinery may be validated only by CSM's technical personnel by means of investigations of the defective components sent to CSM, if requested by CSM, or by means of images and documents; the Buyer shall forfeit the warranty if it does not permit any and all reasonable inspections requested by CSM. **11.5** In the event of discovery and consequent reporting of the defect attributable to CSM by the Buyer,

provided it is reported within the terms set forth above, CSM, in accordance with the warranty granted and after ascertaining the defect, as CSM sole obligation and Buyer's exclusive remedy, CSM may alternatively and at its own discretion: (i) provide for the replacement of the defective/faulty components, subject to their return by the Buyer, or (ii) send its personnel to perform the most appropriate maintenance activity in order to resolve the detected defect/non-conformity and make the Machinery fit for the agreed use. Any components repaired and/or replaced will be subject to the same warranty conditions. **11.6** The Buyer shall remain responsible for the shipping costs of the replacement components, as well as those related to the repair work, such as, but not limited to, travel expenses of CSM's technicians. **11.7** If, following the inspection of CSM's technical personnel, it is found that the defect/non-conformity is attributable to the Buyer or third parties, the Buyer will be required to immediately reimburse CSM for the costs incurred by CSM for the replacement of the components or for the repair, in addition to the related expenses. **11.8** If, notwithstanding the replacement or repair, the delivered Machinery is found to be materially unfit for the agreed use, the Parties may agree to terminate the contract, resulting in the Buyer's obligation to return the Machinery in perfect condition and CSM's obligation to refund the price collected as of the date of termination. Compensation for damages is in any event excluded, except in the case of willful misconduct or gross negligence. **11.9** The warranty provided herein is totally inclusive and in lieu of the other warranties and/or liabilities provided under the law, and excludes any other liability of CSM (whether contractual or extra-contractual) however arising from the goods supplied (such as but not limited to compensation for damages, lost profits, recall campaigns, materials for use, lost production or production entrusted to third parties, etc.), direct and/or indirect damage. **EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, CSM MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY CSM AND WAIVED BY THE BUYER. IN THE EVENT WARRANTIES EXIST AT THE APPLICABLE LAW THAT MAY NOT BE DISCLAIMED, THE BUYER AGREES THAT SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE 12 (TWELVE) MONTHS WARRANTY PERIOD AND TO THE REPLACEMENT VALUE OF THE PRODUCT. THE BUYER AGREES THAT CSM HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.** **11.10** The Parties agree that in the performance of the contract, CSM

may in any case be held liable only for willful misconduct and gross negligence. **11.11** The warranty terms provided in this Article 11 shall also apply with reference to Spare Parts, insofar as they are compatible, provided that in such a case the warranty period shall commence from the delivery date.

12. Force majeure.

12.1 CSM shall not be liable for any delays or non-performance caused by strikes, labor unrest, lockouts, fortuitous event, shortage of raw materials, delays by carriers/suppliers, adjustment to measures of public authority, insurrection, state of war, natural events and disasters, embargoes, epidemics, force majeure, or any other event not under the direct and reasonable control of CSM. **12.2** Upon the occurrence of any of the aforementioned events, the commencement of the delivery terms, even if subsequent to a notice of default issued to CSM or if CSM is in arrears with respect to the agreed terms, shall remain suspended until the circumstance giving rise to the suspension ceases to exist. **12.3** If an impediment as set forth above occurs and it lasts for a period of time exceeding 6 (six) weeks, each party shall have the right to terminate the contract, without prejudice to CSM's right to obtain payment for the services due and already performed.

13. Intellectual Property and Confidentiality.

13.1 The Buyer has no right to use CSM's patents, trademarks, designs, trade secrets, or other intellectual property rights, whether registered or unregistered, for any purpose other than as a function of the use of the Machinery. Software installed in the Machinery shall be deemed licensed to Buyer by CSM for use by Buyer on a non-exclusive, non-transferable basis and limited to the use of the Machinery. In any event, nothing in these GTCs and/or the contract shall be construed or interpreted as producing the effect of changing the ownership of any intellectual property rights of CSM in relation to the supplied Machinery or the software installed therein. Buyer further agrees not to reverse engineer or otherwise tamper with, change or alter, sell, transfer, or use OIM's intellectual property in any way or for any purpose other than the purpose of operating the Machinery for Buyer's own business. All rights in the know-how of the Machinery, and any rights, inventions and/or findings, although developed by CSM in performance of the contract, shall remain the exclusive property of CSM and shall in no event be transferred to the Buyer. **13.2** Without prejudice to the foregoing, each Party is obliged, even in the event of termination or expiration of this contract, to keep strictly confidential any confidential information (i.e. any information that is confidential, protected, and/or not generally available to the public, including but not limited to information relating in whole or in part to industrial and trade

secrets, drawings and technical specifications, data relating to the Machinery, intellectual property rights not known to third parties, etc.) of which it has become aware in the performance of the contract and not to use it for purposes unrelated to the contract. **13.3** The Buyer expressly undertakes not to disclose or communicate to third parties any documents or technical information received from CSM, without its written consent. **13.4** The Buyer agrees to preserve unaltered any distinguishing marks affixed to the Machinery manufactured by CSM. **13.5** The Buyer agrees to hold CSM harmless from any compensatory claim or other claims by third parties for any infringement of third-party intellectual property rights with respect to goods, materials, documents or information transmitted by the Buyer to CSM.

14. Assignment of Contract.

14.1 The Buyer shall not and is prohibited from assigning all or part of the contract to third parties without the express written consent of CSM. **14.2** The Buyer agrees to give CSM immediate notice of any change in its corporate structure or management bodies (change of control).

15. Termination of Contract.

15.1 Without prejudice to other causes of termination provided for in other articles of these GTCs and by applicable law, CSM may terminate the contract for cause in the event of any essential or material breach of any of the conditions set forth in these GTCs; for the purposes of this clause, a breach of contractual obligations may be deemed essential or material if, following a written request by CSM to fulfill such obligation, the Buyer fails to do so within 15 (fifteen) days of receipt thereof. **15.2** CSM shall have the right to terminate the contract in the event of liquidation, termination, insolvency, bankruptcy, or admission of the Buyer to any insolvency proceeding, or in the event of a change of control of the Buyer. **15.3** In any case of termination and withdrawal, CSM shall be liable for payment of the activities performed in performance of the contract, plus damages, including reasonably attorneys' fees incurred by CSM in the enforcement of this contract or arising from any action or litigation resulting therefrom, if and as due.

16. Processing of personal data.

16.1 Pursuant to and for the purposes of Regulation (EU) 2016/679 ("GDPR"), personal data acquired directly and/or through third parties by CSM will be processed in paper, computer, and telematic form for contractual and legal requirements, as well as to enable effective management of business relationships. Failure to provide data, where not mandatory, will be evaluated from time to time by CSM and will determine the consequent

decisions related to the importance of the requested data with respect to the management of the business relationship. **16.2** Data may be disclosed, exclusively for the purposes indicated above and, consequently, processed only for those purposes by other parties, and in particular by: (i) agent network; (ii) factoring companies; (iii) credit institutions; (iv) debt collection companies; (v) credit insurance companies; (vi) business information companies; (vii) professionals and consultants. For the same purposes, the data may be processed by CSM's financial and commercial managers. The Buyer may exercise all rights under the GDPR and Article 7 of Legislative Decree No. 196/2003 (including the rights of access, rectification, updating, objection to processing and cancellation).

17. Code of Ethics.

17.1 The Buyer declares that it is familiar with the rules and principles contained in CSM's Code of Ethics, available at the web page <https://www.csmmachinery.com/ita/etica/>, the contents and purposes of which are hereby incorporated by reference and shall be considered an integral part of each contract, and that it undertakes to behave in accordance with them. **17.2** Failure by the Buyer to comply with any of the provisions of the Code of Ethics, constitutes a serious breach of contractual obligations and entitles CSM to terminate the contract with immediate effect, by written notice, pursuant to and for the purposes of art. 1456 of the Civil Code, without prejudice to CSM right to claim compensation for further damages. **17.3** The Buyer undertakes to report to the Ethics Manager at responsabiletico@csmmachinery.com cases of violation of the principles contained in all the above-mentioned documents.

18. Compliance with European Union and OFAC restrictive measures.

18.1 The Buyer represents and warrants that the same, as well as, to the best of its knowledge, its directors, officers or employees, are not, and will not throughout the duration of the business and contractual relationship with CSM, be subject to any sanctions issued by the authorities of the European Union or the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or otherwise similar sanction imposed by any member state or competent authority of the European Union (collectively, "Economic Sanctions"), and represents and warrants that neither the Buyer itself nor any of its directors, officers or employees, acts or will act on behalf of or for the benefit of any person or entity listed on any list of entities subject to Economic Sanctions ("Designated Entities") (including, if Designated Entities, their subsidiaries, joint ventures including partners in such joint ventures or other persons or entities) or to circumvent in any way sanctions issued against such entities by OFAC or the European Union. **18.2** The Buyer

also declares that it is aware of the prohibition imposed by the Economic Sanctions on the re-export to Russia and Belarus and/or for the use in Russia and/or Belarus of certain categories of goods, and undertakes not to re-export to, and/or use in Russia or Belarus the goods supplied by CSM, if they are or should be included in the categories of goods affected by such prohibitions. In particular: (i) the Buyer agrees not to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by CSM that fall within the scope of Article 12(g) of Regulation (EU) no. 833/2014 of the Council; (ii) the Buyer agrees to use its best efforts to ensure that the provisions of paragraph (i) above are not violated by any third parties part of the commercial chain, including any resellers; (iii) the Buyer agrees to implement and maintain an appropriate control mechanism to detect any conduct of third parties in the commercial chain, including any resellers, that may undermine or violate the provisions of paragraph (i) above; (iv) any breach of paragraph (i), (ii) or (iii) shall constitute a breach of an essential contractual obligation, and CSM shall have the right to avail itself of appropriate remedies, and to immediately withdraw from any order and/or to immediately terminate or/and discontinue the business relationship with the Buyer, without incurring any liability whatsoever, it being understood that in any event the Buyer shall indemnify and hold CSM harmless from all losses and damages in the event of any breach of the Economic Sanctions and/or the above representations, warranties and undertakings.

18.3 The Buyer agrees to inform CSM immediately of any intervening circumstances that may affect the above representations and warranties and/or have relevance under the Economic Sanctions and of any problems in the application of paragraphs (i), (ii) or (iii) above, including any relevant activities by third parties that may defeat the purpose of paragraph (i) above. **18.4** The Buyer shall make available to CSM information regarding compliance with its obligations under this Article 18 and paragraphs (i), (ii) and (iii) above within two weeks of a simple request for such information.

19. Limitation of liabilities and Indemnification.

19.1 TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL CSM BE LIABLE FOR LOSS OF PROFIT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS HEREUNDER TOWARDS THE BUYER. **19.2** The Buyer covenants and agrees to indemnify, defend and hold harmless CSM and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the "Indemnitees") from and against any and all claims, demands, suits, liabilities, injuries, causes of action, proceedings, losses, expenses,

damages or penalties, including without limitation court costs and reasonable attorneys' fees (collectively, the "Claims"), arising or resulting, directly or indirectly from (a) its use of the Machinery, (b) a breach of the contract in place between CSM and the Buyer by the Buyer, (c) breach of a third party's intellectual property rights, or (d) violation of any applicable law, rule or regulation.

20. Applicable law and jurisdiction.

20.1 These GTCSs and any related contract and/or agreement shall be governed by and construed in accordance with the laws of the State of Italy, with the express exclusion of the 1980 Vienna Convention on the International Sale of Goods ("CISG"). **20.2** Any dispute arising from and/or related to the contract shall be devolved to the exclusive jurisdiction of the Court of Treviso - Italy. Notwithstanding the foregoing, CSM shall nonetheless have the right to bring suit, at its discretion, in the court where the Buyer has its principal place of business.

21. Miscellaneous.

21.1 The Buyer represents and warrants that: (a) it has full power and authority to enter into and sign this GTCSs; (b) execution of this GTCSs, and the performance by the Buyer of its obligations and duties hereunder and under the Order Confirmation and any other related document and/or agreement, do not and will not violate any agreement to which the Buyer is a party or by which it is otherwise bound; and (c) that the Buyer will perform its obligations or exercise its rights hereunder in conformance with all applicable laws, rules, regulations and guidelines. **21.2** These GTCSs may be made available in Italian and English. In case of conflict between the Italian and English versions, the Italian version will prevail.