

## HME Brass Italy S.p.A. GENERAL CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

- 1. Orders.** Orders of Goods and Services (hereinafter the "Orders" and singularly the "Order") issued by HME Brass Italy S.p.A. (hereinafter "HME") are valid only if prepared in writing:
  - goods are all materials, machinery, products or any movable Goods that are the subject of the specific supply, as expressly indicated in the Orders (hereinafter, the "Goods");
  - services are the activities and performances, also of an intellectual nature, provided by the supplier to HME and/or the works whose realisation is entrusted to the supplier by HME (hereinafter, the "Services").

Orders shall be valid for a period of 12 months from the date of receipt by HME of the order confirmation (hereinafter the "Order Confirmation") duly signed by the supplier for acceptance or alternatively by e-mail to the address specified in the Order Confirmation. HME may revoke the Orders if the supplier does not return to HME the Order Confirmation duly countersigned for acceptance, all conditions contained therein, within 10 (ten) days from receipt of the Order Confirmation. In order to return the Order Confirmation within the prescribed term shall entitle HME to cancel the same and to claim damages. HME shall be entitled to refuse the supply until the supplier has returned the Order Confirmation duly countersigned as indicated above.

The present General Conditions of Purchase (hereinafter the "Conditions"), also available on the website: [www.hmetitalia.com](http://www.hmetitalia.com), form an integral and essential part of the Order itself together with all specific conditions of the Order. They also prevail on any other different conditions, general or particular, of the Supplier, which could be applied only if specifically written approved by HME. The execution of the Order by the Supplier is considered in any case as acceptance of these conditions without reservation.

- 2. Prices, Invoicing, and transport documents.** Prices indicated in orders are fixed and are subject to review. Unless otherwise indicated in orders, prices for Goods are meant free at destination c/o HME sites Goods or any other place indicated in the Order, inclusive of packaging, transport, insurance and of any other cost connected with execution of the order.

If sold on a carriage-forward basis, the Goods must be put under the "best taken" heading, any right to losses arising from damage or deficiencies are at the Supplier's account. Goods' invoices and transport documents must be received at addresses respectively shown in the Orders and must indicate: (a) full order number (b) a description and quantity of supplied Goods

- (c) transport document's date and reference number
- (d) detailed price

If the requirement under letter a) is not observed, invoices shall not be accepted and consequently forwarded to the Supplier. If the requirements under letters b), c) and/or d) are not observed, invoices will be considered as not received and consequently, relevant payment terms will not start until HME receives regular written integration from the supplier.

- 3. Terms of delivery.** Terms of delivery indicated in orders for delivery of Goods or performance of Services are mandatory and essential and, in order to respect them, will be strictly observed. The delivery date is to be observed at the place of destination or the performance of Services as attested by signature, time and date indicated on transport documents shall constitute a proof thereof. Unless previously agreed in writing, timing indicated in orders may not be changed. Early deliveries shall not be permitted unless agreed beforehand and in any case they shall be given at the risk and danger of the Supplier. Otherwise, indicated in orders, if delivery is late due to any cause (except in case of force majeure, which must be promptly communicated in written by Supplier as also stated by following art. 18) but not depending on HME, a penalty equal to 1% of the total price of the supply will automatically be applied for each week of delay, without any need for notification. This penalty shall not exceed 5% of the total price of the supply and cannot exceed 500000000. In any case HME shall be entitled to terminate the contract ex art.1456 Italian Civil Code due to nonperformance by the Supplier by simple written notification to the latter including the right to claim for damages.

- 4. Shipments, packaging and storing of the Goods.** Shipments are carried out at the risk and danger of the Supplier, who shall take out adequate insurance coverage at his own expense, valid until arrival of Goods at the place of destination. Any costs caused by the need to accelerate transport in order to meet delivery deadline are at the Supplier's risk. Instructions referred to the packaging and general conditions of the storage of the Goods are referred to the Order. Supplier shall use the supplier's Goods in adequate packaging, in full compliance with the nature of the Goods, to the means of transport and to the Goods' destination, according to current regulations about waste, including dangerous waste, in a way acceptable to usual carriers and able to assure delivery of Goods in perfect condition at the place of destination. Essential elements of the packaging shall be the marking or labelling, which shall indicate a visible place, legibly and indelibly the indication of the country of origin of the Goods and shall include the following data: Order number, contents, gross/net weight in kg, place of shipment/destination. Packaging will not be returned to the Supplier, unless otherwise agreed.

- 5. Passing of ownership and transfer of risk.** Acceptance: Unless otherwise envisaged in orders passing of ownership and transfer of risk take place upon delivery of Goods to HME at the place of destination. Any retentionofownership clause inserted by the Supplier shall be considered as not inserted. Delivery and passing of ownership shall not constitute acceptance of Goods by HME; therefore, any acceptance of Goods expressed at the time of delivery shall be considered as a "conditional acceptance". Acceptance of Goods shall always be subject to a positive outcome of inspection and/or check performed without any constraint in terms of form and/or term by HME or on its behalf, in order to verify their compliance with specifications, absence of flaws, and suitability for use. Acceptance of

Goods/Services by HME doesn't exempt the Supplier from the liability for the Goods/Services offered and isn't a waiver to its own rights. Weighing, measuring or counts performed upon arrival of Goods at HME's factories are binding for the parties.

- 6. Supplier's obligations.** The Supplier undertakes to provide the Goods and execute the Services specified in the Order and complies with the object of the Order and observe all laws and regulations in force, regarding industrial safety and health, workers' safety and environment (EHS). The Supplier shall observe the previous prescriptions at his own cost and risk and under his responsibility. Particularly, the Supplier will respect the following:- Ensure the fulfillment of the orders entrusted to it and have specialized personnel in its employ, suitable for the purpose; - Set all technical/administrative documents that show he has the professional availability for the performance referred to Goods/Services belonging to the type specified in the Order;

- Informs carefully his own employees about specific risks related to the work and the place where the purchases will take place;

- Maintains the work of his employees in order to ensure its compliance with the current Safety program;

- Equipping his employees with all instruments needed in order to perform the Services, giving them all personal protective equipment required. The Supplier declares under his own responsibility that he conforms to all provisions of laws and the labour contract relevant to his employees and grants the compliance with industrial, social security, industrial and safety provisions. He will also provide written documents (i.e. DURC) requested by HME in order to prove that he conforms to all current laws applicable to workers' rights, and that he will keep the same valid during all the period he will perform Orders for HME;

- Implement, for the performance of the Orders, all technical, organisational and equipment measures provided for by the applicable workers' safety regulations, both for the safety and hygiene of the work of its own technicians and workers and for the safety of persons, plants and property of HME and third parties in compliance with the applicable legislation;

- Report any changes to the information provided to HME concerning the ownership of the company, the shareholding structure of the supplier and its own corporate organization. Unless prior authorization given by HME, the supplier is not allowed to change the ownership of the company, its own technical and workers' safety regulations and the SVHC chemical substances (Substances of Very High Concern) and limited by Montreal Protocol. It shall be a Supplier's responsibility to keep itself updated in advance with reference to periodic inclusion of new substances in the SVHC list available on the web site <http://www.echa.europa.eu>. HME reserves the right to ask the Supplier's suppliers to provide the same information. The Supplier's suppliers or products introduced in HME's premises shall have to be accompanied by "Material Safety Data Sheets" (MSDS), in compliance with EU Directive. HME, at its own discretion, reserves the right to deny the authorization for introduction of chemical substances/products. Moreover, in case of ascertainment of radioactivity Goods by means of detector at HME's premises entrance, HME shall release supplies of the following radioactive substances. In such a case, storage expenses as well as return to the Supplier of Goods containing such substances shall be entirely borne by the Supplier.

nonperformance via simple written notification and to ask for compensation for damage.

### 10. Environmental protection, Hazardous substances.

The Supplier undertakes in the production of Goods and performance of Services indicated in Orders - to minimize negative effects of its own activities upon humans and environment, by adopting proper technical measures to reduce possible negative consequences for the environment. In this respect, the Supplier shall set up in agreement with HME organizational procedures in order to limit any environmental damage. Moreover, the Supplier shall develop, according to its own capacities, a quality system as well as a certification procedures system with reference to applicable environmental laws. The supplier declares and guarantees that chemical substances contained in Goods indicated in HME's Orders comply with REACH regulation and are comprised in the European List of chemical substances. In any case, the supplier of Goods shall provide the same information and the SVHC chemical substances (Substances of Very High Concern) and limited by Montreal Protocol. It shall be a Supplier's responsibility to keep itself updated in advance with reference to periodic inclusion of new substances in the SVHC list available on the web site <http://www.echa.europa.eu>. HME reserves the right to ask the Supplier's suppliers to provide the same information. The Supplier's suppliers or products introduced in HME's premises shall have to be accompanied by "Material Safety Data Sheets" (MSDS), in compliance with EU Directive. HME, at its own discretion, reserves the right to deny the authorization for introduction of chemical substances/products. Moreover, in case of ascertainment of radioactivity Goods by means of detector at HME's premises entrance, HME shall release supplies of the following radioactive substances. In such a case, storage expenses as well as return to the Supplier of Goods containing such substances shall be entirely borne by the Supplier.

### 11. Performance of works and safety at work.

If Orders provide the execution by the Supplier of some Services at HME's sites, the same Supplier shall comply with HME's applicable internal regulations in accordance with the requirements of the Order. In order to be compliant with EHS procedures, whose Supplier hereby expressly confirm to know. The Supplier shall have to cooperate and coordinate with HME in order to minimize interferences, risks, by complying with the so called Document for Interferential Risk Assessment (DURA) attached to the Order Confirmation. To the extent of the contract, if any, the Supplier shall have to provide the same to HME for review and approval. In order to be compliant with EHS requirements, the Supplier shall have to be in accordance with the applicable laws and regulations of the Order. HME may request from the supplier at any time and at its own discretion - by sending a written request to that effect - the following documentation: - updated copy of the "Single Document of contributory responsibility" (DURC) issued by the Social security and insurance institutions

(referring to the supplier's entire contributory position);

- Declaration substituting a detail of notably pursuant to Article 76 of Presidential Decree 1456 of December 2000, with the supplier's declaration under its own responsibility that it is in order with the payments of social security and welfare payments (INAIL, INPS, Cassa Edile); - any other documentation specifically requested by HME and certifying, to the extent pertaining to the Orders entrusted to it, the fulfillment of the obligations provided for by labour laws and regulations, including the payment of social security contributions and salaries due in relation to the employment relations with the supplier's personnel (including, by way of example, the Work Book (Libro Unico del Lavoro - LUL), the bills of transfers certifying the payment of salaries of the employees assigned to the Services and the receipts of the F24 made to the competent Authorities). The supplier shall comply with the same request without delay and in any case within 15 days of the request.

7.3. In the event of (i) failure to transmit the above detailed documentation within the established terms, and/or (ii) failure to regularize the contributions due by the supplier, HME shall be entitled to terminate the Orders pursuant to art. 1454 of the Italian Civil Code by registered letter or by PEC, if the supplier fails to fulfil within the term indicated in said notice, without prejudice to compensation for damage. It is however understood that the failure to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation. The Supplier expressly acknowledges that the non-exercise by HME of the right to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation. The Supplier expressly acknowledges that the non-exercise by HME of the right to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

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7.36. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

7.37. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

7.38. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

7.39. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

7.40. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

7.41. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment by HME shall not prejudice in any way the right of HME to be indemnified pursuant to article 16, as well as the non-exercise of the right of termination pursuant to article 7, and/or the specific payment by HME pursuant to article 16 and all other rights and obligations of the supplier referred to the subject referred to therein, such payments being intended as always made by HME subject to reservation.

7.42. It is however understood that the failure by HME to exercise the right to verify the correct fulfilment by the supplier of its obligations relating to social security contributions and salaries by law, as well as the positive outcome of the verifications possibly carried out by HME pursuant to article 7 and/or the specific payment