Rev.3 of 28TH July 2026

GENERAL CONDITIONS OF SALE

Article 1 – *Foreword and applicable law*

These General Conditions, except possible derogations and/or exceptions specifically agreed upon in writing, regulate the contracts of sale of Franchini Acciai SpA (hereafter "The Seller") and are considered to be integral part of the contract stipulated with the Purchaser (hereafter also "Order").
The Order, the possible relevant revisions and enclosures, as well as these General Conditions become binding in all respects only under the unconditioned and full acceptance in writing of the Purchaser.
Once being accepted, these rules are applied to the revisions and/or modifications of the Order made subsequently to the acceptance itself. These General Conditions prevail anyway on the eventual general conditions proposed by the Purchaser. Deviating general terms and conditions shall not be acknowledged and shall not be considered part of the contract even if Seller has not explicitly objected to them in writing.
The possible reference to the commercial terms, (ex-works, FOB, CIF etc.) is meant as being affected as per Incoterms standards of the International Chamber of Commerce, in the text in force at the time of the Order acceptance.
These General Conditions of Sale are ruled by the Italian law, excluding the Convention of Vienna on the International Sale of personal properties (CISG).

Article 2 – *Draw-up and subject of the Contract*

The Seller's offer is to be considered firm and irrevocable only (i) if it is expressly confirmed in writing by the Seller himself and (ii) if a term of validity of the offer itself is duly indicated.
Offers issued by agents, representatives and/or auxiliaries of the Seller are binding only after express written confirmation of the Seller.
The acceptance of an offer by the Purchaser, however it is confirmed, involves his adhering to these Conditions of Sale.
The Purchaser shall accept offers within five days (or within another term indicated in it) since their receipt by sending copy of the received offer by telefax, included possible enclosures, duly subscribed and stamped as well as a copy of these General Conditions, duly stamped and subscribed too.
The request of an offer or an order from the Purchaser shall be accompanied by the relevant technical documentation and, anyway, byany element being required for determining the price and for the correct execution of the order itself, included prescriptions, requirements and technical specifications of the products being subject of the order.
The seller reserves the right to demand from the buyer, who accepts, a minimum charge of € 100,00 and a maximum of € 1.000,00 for any change to the order submitted after 7 days from the receipt of the order confirmation by the seller.
The Purchaser is not allowed to cancel orders. He will necessarily accept goods in respect of binding orders and contracts concluded.

Article 3 – *Warranties*

The Seller warrants the conformity of the delivered products with what expressly agreed and provided in the Order and, in any case, the conformity of the products with the safety standards, as well as with the technical prescriptions and requirements provided by the Italian and European rules in force, and the good manufacturing technique, except for the tolerance limits provided in the specific field.

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The warranty for defects is limited to products defects only – consequent and/or deriving from manufacturing defects and/or from thematerials used – imputable to the Seller and shall not be applied in case the Purchaser has proved to have performed a correct use, maintenance and conservation of the products and in case goods have subsequently undergone any processing by the Purchaser and/or third parties.

The Seller shall not be obliged to consider the Purchaser relieved relating to the previous paragraph, when the defects detected and/or the damages occurred are imputable or consequent to information and/or data provided by the Purchaser itself, to an improper use of the product by the Purchaser itself, to the transport of products or their possible further processing.
The warranty has a compelling duration of 24 months, starting from the date of delivery if not otherwise stated in writing, and is subject to the regular statement made by the Purchaser according to the following article, as well as to the express written demand to the Seller to carry out an intervention under warranty.
Following up the above-mentioned demand, the Seller may on his incontestably choice and alternatively:

a) deliver ex works to the Purchaser products of the same type and quantity as replacement of those that turned out to bedefective or not conforming with what stated;
b) repair at his own costs the defective product or modify the one not conforming with what stated
c) indemnify the Purchaser for the damages to an amount equal to the costs of reparation or modification of the defectiveproduct

Excepting wilful conduct or gross negligence, the probable indemnifying of the damage suffered by the Purchaser and due to the Sellershall anyway not exceed the price of the products stated in the Order.
The above indicated warranty includes and replaces at all effects the legal warranties for defects and failing of quality and excludes any other possible remedy due to the Seller.

Article 4 – *Claims*

Purchaser `s claims relating to quantity, weight and/or total tare weight, must be made, under penalty of expiry, within and not beyond the peremptory term of eight days from the arrival of products at the destination site.
Claims relating to defects, failing quality or non-conformity must be made, under penalty of expiry, within and not beyond the peremptory term of fifteen days from the arrival of products at the destination site.
Hidden defects, failing quality or non-conformities must be declared, under penalty of expiry, within and not beyond the peremptory term of fifteen days from their detection.
Claims must be made through registered letter addressed to the Seller's site, advanced via fax, and must indicate in detail the claimed defects or non-conformities.
The products being subject of a claim shall be kept available to the Seller in the place where the defect has been detected. In case of products used in the nuclear field they shall be decontaminated at Purchaser's costs before the inspection to be carried out by the Seller.
Should the claim turn out to be groundless, the Purchaser will have to reimburse to the Seller all the costs the latter had to bear for the inspection (among which, for instance, costs for travel, transport, surveys, etc).
No claims shall be made after the successful final inspection of the products carried out by the Purchaser at the Seller's plant.

Article 5 – *Producer `s responsibility*

The Seller is liable for damages to things or persons, caused by sold products, only in case of his proved gross negligence during the manufacturing of the products; in no case shall he be held responsible for indirect or consequential damages such as losses of production or missing profits.
Except what above mentioned, the Purchaser undertakes to relieve the Seller regarding all actions of third parties grounded on responsibilities caused by the products sold to him and he will reimburse the damages deriving from the mentioned waives.

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Article 6 – *Delivery – Passage of property and risks – Right of property*

Except otherwise agreed upon in writing, the sale is meant to be Ex Works.
Should the delivery time not specifically be agreed among the Parties, the Seller shall supply the products within the term, merely indicative, indicated in the confirmation of order.

Only those terms duly specified shall be considered as peremptory.
In such cases, the seller cannot be considered responsible if documented unforeseen events of any kind cause the expiry of the mandatory term. As an example, the external mechanical department fail to comply with the term, employee's disease and/or layoff. Any liability of the seller for damages deriving from delay or non-delivery, total or partial, is however expressly excluded.
The seller declares that any penalty must necessarily be agreed in writing between the parties. Otherwise, no amount will be paid to the buyer.
Except otherwise agreed upon in writing, the delivery Ex works of the products will be considered as executed by sending a written notice (also by telefax) to the Purchaser that the products are available at the Seller's plant.
The operation of goods loadings, its adequate anchoring and the positioning of the load, complying with the transport methods, will take place under the exclusive and sole responsibility, direction and supervision of the buyer or of the person designated by the buyer for its collection. In case the use of the seller's equipment or the help of the latter's employees become necessary, the operations will be directed in any case by the buyer or the person designated by the buyer, who will give the instructions to the Franchini personnel. Therefore, the seller declines any civil, criminal or administrative responsibility, relating to the goods loading, its anchoring and its positioning, since it has no role in the operations. The buyer, accepted what mentioned above, expressly undertakes to instruct to collect the goods highly qualified individuals, that must be able to manage all phases of the operations and, in any case, to indemnify and hold harmless the seller for any action of responsibility carried out by Third Parties
After receipt of such notice, the Purchaser will have a seven days-time to provide for their collection.
Should the Purchaser not collect the products within the terms indicated in the previous paragraph, he shall reimburse to the Seller the storage costs, budgetary established and accepted for the amount equal to the 5% of the sale price of the products themselves, forany week of delay; after 30 days has passed by the Seller may sell by any way the products for the Purchaser's account, deducting from the proceeds the whole price due as well as the borne expenses.
The property and risks passage relating to the products subject to the order shall take place at the moment of the delivery to the carrier. In the case the sale price is entirely or partially paid after delivery, the risks passage relating to the products included in the order shall always take place at the moment of the delivery to the carrier, in the meantime the supplied products remain seller's property until the completed payment of price.
Should the validity of the reservation of title be subject to special conditions or laws in the country of final destination, Purchaser shall bear the responsibility for compliance with same. Purchaser must notify Seller of this. Purchaser shall support Seller with regard to those measures that are necessary to protect its property in the country in question. Purchaser shall inform Seller without delay of anyrisks to which Seller `s property is exposed. This shall apply particularly to third-party dispositions or official measures.
Purchaser shall take out insurance against theft, damage by fire and water and other risks for the period until full payment of the purchase price at Purchaser `s expense.
If Contractual Products subject to reservation of title are combined, processed or transformed, even with other objects not belonging to Seller, Seller shall acquire co-ownership of the new object.

Article 7 – *Suspension in fulfilling – Force majeure*

The Seller may suspend the fulfilment of his obligations if, after the conclusion of the contract or the acceptance of order, it turns out to be evident that the Purchaser will not fulfil or may not fulfil, entirely or partially, his obligations, for reasons pertaining to his patrimonial estate or to his solvency.
In this case the Seller shall immediately inform Purchaser of the suspension and will continue the execution of the order only if the Purchaser should suitably grant the fulfilment of his obligations.
In case of an event of Force Majeure or unforeseeable event not depending on the Seller `s will and control, the Seller `s obligations

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and in particular the delivery terms, shall be considered suspended for a duration corresponding to the duration of the event. Such events, for example but not limited to, include natural calamities, national strikes, category strikes, shutdowns, wars, riots, epidemic, pandemic, National and Regional Ministerial Decrees etc.
The Purchaser could cancel the Order only if this event should last more than sixty days, relieving the Sellers from the costs and expenses already borne.

Article 8 – *Payments*

The payment shall be affected, if not otherwise agreed upon in writing, relating to the delivery, at the Bank Institute indicated by the Seller. Possible payments made to agents, representatives or commerce agents of the Seller are not considered as valid until the relevant amounts turn out to be credited to the Seller. After the agreed term has passed by without any integral payment has been affected, the Seller has the right to issue a debit invoice for the interest according to the Law Decree 213/2002.
Any delay or irregularity in the payment gives to the Seller the right to interrupt the deliveries and to ask for the advanced payment of the remaining supplies or to solve the contract in force, even if not relating to the mentioned payments, as well as the right to be indemnified for the eventual damages.
The Purchaser will have to pay also in case of claims, disputes or controversies.

Article 9 – *Self-Declaration pursuant to Legislative Decree No. 211/2025*

The Buyer declares that it conducts its business in full compliance with Legislative Decree No. 211/2025, with particular reference to the new predicate offences related to the breach of restrictive measures and economic sanctions imposed by the European Union, as well as with any regulation, decision or restrictive measure adopted by the European Union applicable to this contractual relationship. The Buyer further declares that neither it nor its directors, officers, employees, collaborators, subcontractors or distributors are, directly or indirectly, involved in activities that could constitute a breach of the aforementioned EU restrictive measures, nor do they maintain commercial or financial relationships with persons subject to sanctions, restrictions or similar measures. The Buyer irrevocably undertakes not to export, transfer, sell, re-export or otherwise supply, directly or indirectly, the goods, services and/or technologies covered by this sales order to territories, countries or jurisdictions subject to restrictive measures, economic and trade sanctions adopted by the European Union (Legislative Decree No. 211/2025, as amended and supplemented). The Buyer undertakes to indemnify and hold Franchini Acciai S.p.A. fully harmless from and against any damage, cost, penalty, loss, reputational harm or expense (including legal fees) arising from breaches of EU restrictive measures or from conduct relevant for the purposes of administrative liability of entities pursuant to Legislative Decree No. 231/2001. The Parties acknowledge that this clause constitutes an essential element of the commercial transaction.

Article 10 – *Confidentiality*

The Purchaser undertakes not to disclose nor use for other scopes all technical and commercial information received by the Seller and relating to the products subject of the order.
The Purchaser shall be responsible to the Seller for the illegal divulgations imputable to him.

Article 11 –*Interpretation and modifications*

Any appeal to price lists/general conditions or other documents of the Seller or of a third party is considered as referred to the documents in force at the time of the appeal itself, if not otherwise specified.
Eventual variations of the agreed commercial conditions among the Parties do not constitute a renovation of the contract, except under express written will.

Article 12 – *Competent court*

For any controversy connected or anyway related to the validity, interpretation and/or execution of the Orders for which these

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General Conditions are provided, the court of Brescia will be the only competent court; the Seller shall anyway have the faculty to act at the Purchaser's Court.

Article 13 – INFORMATION NOTICE ON DATA PROTECTION

Pursuant to art. 13 of Regulation (EU) 2016/679 (General Data Protection Regulation), Franchini Acciai S.p.A. informs the Buyer that their personal data (including name, address, city, postal code, landline phone number, mobile phone number, date of birth, company) - if you are a natural person - otherwise the personal data of the customer's directors and/or contact persons, if you are a legal entity - will be processed by Franchini Acciai S.p.A., mainly with computerized methods, for the following purposes: customer management, fulfilment of accounting and tax obligations, business planning, litigation management, management and maintenance of the company information system.

The legal basis of the processing is the execution of the contract (Art. 6, paragraph 1, lett. b) of the Regulations) and the fulfilment of legal obligations (Art. 6, paragraph 1, lett. c) of the Regulations).

The provision of personal data is free, however failure to provide such data will not allow the Seller to provide the contract. Franchini Acciai S.p.A. also informs the Buyer that the personal data will be communicate and transfer to third subjects authorized to the processing of such data, being in charge of carrying out or supplying specific services, strictly functional to the execution of the contractual relationship.

Seller's personal data will not be disclosed.

The personal data will be stored in a complete way for the whole length of the execution of the contract; later, the data will be stored for ten years, in order to meet the legal obligations.

The possible further storing of the data or part of them can be decided in order to assert or defend the Seller's rights in all possible seats and in particular before the Court.

Franchini Acciai S.p.A. informs that the Buyer can exercise the rights provided by articles from 15 to 22 of the EU Regulation 679/2016, as follows: the right to request from the data controller access to the data, obtain the correction or the cancellation of personal data or the restriction of the processing that concerns them, as well as the right to data portability; the right to withdraw consent at any time without prejudice to the lawfulness of the processing based on the consent provided prior to the revocation.

In order to exercise the above specified rights, the Buyer can contact the Data Controller by sending a letter to Franchini Acciai S.p.A., Via IV Novembre 9/17 - 25030 - Mairano (BS).

In case you think that the rights here specified have not been recognized, you can submit a claim to the Supervisory Authority.

Signature for acceptance

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According to the articles 1341 and 1342 of the Italian Civil Code, the following articles 1 – 2 – 3 – 4 – 5 – 6 – 7– 8 – 9- 10- 12 – 13 are duly approved.

Signature for acceptance

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