CGA.26.00 - General purchasing terms and conditions

(Rev.00 of 27/04/2026)

GIVEN THAT:

The following purchasing conditions govern issued orders or purchase contracts entered into by **GTS S.p.A.** hereafter referred to as the "Customer" and the "Supplier." Any modification or addition, and any sales conditions that differ in whole or in part from these purchase conditions, shall only be valid in the case of specific written acceptance by **GTS S.p.A.**

Art. 1 – SUBJECT

1.1. The Supplier shall carry out the orders issued to the Customer, by managing them at its own risk and by organizing all the necessary means.

1.2. All services relating to the execution of the orders entrusted to the Supplier by the Customer under this Agreement shall take into account the pro tempore Customer's quality system.

1.3. Any further requests may be defined jointly by the Parties by a specific and separate written agreement (order), which shall refer to this agreement for general clauses and anything which is not detailed.

Art. 2 – SAFETY PROCEDURES

2.1. The Supplier undertakes to provide the Services to the Customer in full compliance with the safety procedures under applicable regulations (Legislative Decree 81/2008 as amended).

Art. 3 – SUPPLIER DECLARATIONS, WARRANTIES AND INFORMATION OBLIGATIONS

3.1 Legal compliance. The Supplier ensures and guarantees the Customer that its activity will be carried out in compliance with the law and all administrative provisions, without giving rise to legal infringements or violations, Authority measures and after having obtained all the necessary or appropriate Authorizations for its activities and the use of its goods, human resources, facilities and materials.

3.2 Accuracy of Declarations and Warranties. The Supplier ensures and guarantees the Customer that all required declarations and warranties will be accurate for the entire order.

3.3 Product Warranty The warranty is limited to a maximum period of 24 months from the delivery date, or 12 months from the date of its installation by the buyer. The valid warranty period shall be the one that expires first. The warranty for perishable materials is subject to its own expiry date according to its product sheets.

The Seller undertakes to remedy any Product defect, lack of quality or conformity which can be attributed to it and occurring within twelve months from the Products' delivery. Subject to prior agreement with the Customer, the Seller may choose to repair or replace the defective Products.

Products replaced or repaired under warranty shall be subject to the same warranty upon delivery of the replaced or repaired product.

Art. 4 – SUSPENSION OF PERFORMANCE – FORCE MAJEURE

4.1 If there is an interruption or suspension of services related to the orders, for any reason, the supplier shall immediately notify the customer in writing and, within its responsibility, immediately eliminate the causes, taking all measures to restart the activities.

4.2 In any case of force majeure in which the Parties cannot provide for the suspension or interruption of services using ordinary diligence, the Parties can request the suspension and the order execution resumption within a period established by mutual agreement which is different from that provided for in the contract.

4.3 For example, wars, revolutions, fires, natural disasters, unexpected strikes, restrictions on the use of energy or other essential production elements and anything unforeseen by normal diligence shall constitute force majeure.

4.4 The parties shall not be held liable for failure to even partially perform the obligations deriving from the orders issued and from this agreement. No claim for compensation may be made if there is force majeure.

4.5 If a party cannot perform its services due to force majeure, it shall immediately inform the other party in writing and, within three days from the event, communicate the actions taken to restore continuity as soon as possible, and outline a recovery plan. If the causes continue for more than 60 calendar days, the order will be legally terminated, if requested by either party.

Art. 5 – SUPPLIER OBLIGATIONS TO ITS PERSONNEL

5.1 Contractual, regulatory and social security aspects of Supplier's personnel

5.1.1 Under penalty of contract termination under art. 6, the Supplier declares and guarantees that for the orders' duration the personnel assigned by the Supplier to carry out the services commissioned by the Customer will be exclusively legally and directly hired by the Supplier, under a labor contract in compliance with regulations.

5.1.2 The Supplier guarantees that, for the order's duration and for two years following its termination:

a) all social security and pension payments shall be made for personnel, punctually and fully and all withholdings and tax payments shall be made in compliance with all applicable laws and regulations;

b) all the provisions of applicable national and company collective labor agreements, including those which are part of trade associations, and those which come into force subsequent to the signing of this agreement, shall be complied with, acknowledging that its employees and/or agents are subject to those provisions.

5.2. Accident prevention

5.2.1 The Supplier guarantees compliance with safety and accident prevention regulations provided for by7 Legislative Decree 81/2008 and certifies its technical and professional suitability.

5.2.2 The Supplier undertakes to fully cooperate to comply with the provisions contained in Legislative Decree no. 81/2008 and to adopt prevention and emergency measures for any accidents at work.

5.2.3. The Supplier undertakes to hold the Customer harmless from any claim and any resulting obligation, whatever its cause or grounds, from anyone who collaborated with the Supplier for carrying out orders. It declares it has taken out appropriate insurance as provided for in art. 7 below.

5.2.4 The supplier undertakes to define the operating procedures to enable the Customer to carry out its expediting and testing activities on its orders in compliance with safety and accident prevention rules contained in the Legislative Decree 81/2008.

Article 6 – NON-FULFILMENT AND LEGAL TERMINATION

6.1. Each party reserves the right of withdrawal in the following cases:

a. If there is a failure to fulfil one of the obligations assumed under this contract, particularly articles: 3) Supplier declarations, guarantees and information obligations; 4) suspension of services - force majeure; 5) Supplier obligations to its personnel; 7) Supplier obligations; 8) confidentiality; 9) personal data processing; 10) payment traceability, which will entail the contractual relationship's legal termination under art. 1456 of the Civil Code (express termination clause);
b. serious shortcomings by the other Party;
c. proven fraud by the other Party;
d. suspension of business activity, arrangement with creditors, bankruptcy, receivership or liquidation of the other party;
e. failure to comply with the provisions on insurance, welfare and social security and the safety of its staff.
f. failure by the other party to meet the requirements in art. 38 of Legislative Decree 163/2006 and subsequent amendments and additions, before or after this Contract stipulation date, or if there is a breach of the anti-mafia regulations.

6.2 This is without prejudice to either Party to claim for compensation for damages arising from actions attributable to other Party.

6.3. If the quality and efficiency of the service are not compliant with the Customer's requirements, the latter will send a registered letter with return receipt or certified email to the other Party specifying the complaint and the non-compliance. After the second written complaint, the fulfilling party may legally terminate the relationship if within a reasonable period of 15 days from receipt of the second registered letter, the

other party does not fulfil its services promptly and diligently. Once this term has passed, the relationship shall be considered terminated under Art. 1454 first and second paragraphs of the Civil Code, without the defaulting party being entitled to claim any compensation. This is without prejudice to the other party's claim for compensation for any further damages.

Article 7 – SUPPLIER OBLIGATIONS

7.1 The Supplier undertakes to scrupulously observe all regulations and those that may arise during the execution of this agreement, assuming all civil, administrative and criminal liability related to the services entrusted to it.

7.2. The Supplier undertakes to comply with the financial and legal requirements under the National and Regional Collective Agreements for its employees for the sector and the region in which the services are performed for the orders.

7.3. The Supplier undertakes to apply and comply with the laws on social security, accident prevention and hygiene at work, releasing the Customer and the contractor from any responsibility resulting from any failure to comply.

7.4 The Supplier undertakes to stipulate, for the orders' duration, a suitable insurance with leading companies, to cover the risks against tampering, theft and fire and anything deriving from the execution of the orders.

7.5 The Customer reserves the right to claim from the Supplier any damages that the contractor may incur due to the Supplier's failure to comply with the above.

Art. 8 – CONFIDENTIALITY

8.1 During the order execution, each party may become aware of confidential information, technologies, data and designs pertaining to the other, its related companies and third parties. The Parties undertake not to disclose or reproduce this information without the prior written consent of the other party and to it use only for the purposes for which it was disclosed.

8.2 The Parties undertake to treat as strictly confidential all information concerning their respective knowledge which will be exchanged in direct and/or indirect connection with this Agreement. Such confidentiality shall be extended to technical maintenance, its results, and any information derived from the cooperation between the Parties and the related developments. Such information cannot be disclosed without prior written consent of the other party.

8.3 The obligations referred to in points 8.1 and 8.2 above shall apply for a maximum period of three years after the order termination.

Art. 9 – PERSONAL DATA PROCESSING

9.1 Each party acknowledges and agrees that its personal data or that of third parties exchanged during orders, is processed under Legislative Decree 196 of 30/06/2003 and subsequent amendments and additions and that it is necessary for the correct and complete management of the existing relationship. The parties declare that they are aware of the rights they are entitled under art. 7 of Legislative Decree 196/2003 above

ART. 10 – PAYMENTS TRACEABILITY

10.1 By signing this Contract, each party undertakes to promptly comply with the obligations of financial flows traceability under Law 136/2010 and its subsequent amendments and additions.

10.2 This clause is essential for the Parties and any failure to comply will justify the immediate termination of the contractual relationship by the other Party, under art. 1456 of the Civil Code, after notification sent by registered letter with return receipt and after 15 days from receipt of such notice. Without prejudice to the right of the fulfilling party to claim compensation for any greater damages suffered, the defaulting party cannot make any claim.

By accepting the purchase order, the accepting party (Supplier) explicitly declares that it has read and fully knows the contents of this agreement in all its parts and, under Articles 1341 and 1342 of the Civil Code, approves and accepts the following clauses:

1) subject; 2) safety procedures; 3) Supplier declarations, guarantees and information obligations; 4) suspension of services - force majeure; 5) Supplier obligations to its personnel; 6) non-fulfilment and legal termination; 7) Supplier obligations; 8) confidentiality; 9) personal data processing; 10) payment traceability.

Contract Reference Number: If the supply order has been separated from its Contract Reference Number, the procedure details will be reported at the foot of the order to comply with regulations. The order must refer to the Contract Reference Number. If you need any clarifications, please contact us at acq@gtsspa.eu .

Article 11 – OPERATING INSTRUCTIONS

Any instructions sent by GTS to complete or clarify the order, must be taken into consideration and implemented. The email is to be considered an official document in addition to the order. Examples of this are markings on items or packaging and product control instructions.

Art. 12 – APPLICABLE LAW

Unless otherwise agreed between the parties, all contracts for the supply of Products and/or Services shall be governed and regulated by Italian law.

Art. 13 – ARBITRATION CLAUSE

13.1 All disputes that may arise between the parties regarding any Contract, including those relating to its validity, effectiveness, interpretation, execution and termination, shall be resolved by Binding Arbitration, under the rules contained in the Milan Chamber of Commerce Arbitration Chamber Regulations, which the parties declare to accept. The Parties declare that this clause is considered an integral part of each individual Contract.

13.2 The Arbitration Chamber consists of a Sole Arbitrator for matters up to Euro 1,000,000 and three arbitrators for higher amounts.

13.3 The Chamber or Sole Arbitrator shall be appointed under the Chamber Procedure Regulations. If no agreement is reached, the Sole Arbitrator shall be appointed by the Arbitration Chamber upon its President's proposal. **13.4** The arbitration venue shall be Milan.

13.5 The language to be used in the arbitration proceedings shall be Italian.

13.6 The law governing the Contract shall be the Italian Law.

PURCHASES:

COMMUNICATIONS: For all communications relating to the order and all its phases, the Purchasing Office (acq@gtsspa.eu) must receive a copy of each email. Every communication must mention references to the GTS document (offer/order/NC/...) and if made verbally it is necessary to have a written confirmation (email or fax). This applies to communications on organizational and technical-qualitative aspects. Any documentation required must be requested from the relevant person, copying the email toacq@gtsspa.eu .

PRICES: In the purchase order header it is possible to check whether the prices were derived from the supplier's offer or from historical prices. If they are historical prices and there have been changes, it is necessary to notify GTS of the price change in writing, and possibly sending the changed order by email to GTS. This operation must be done immediately, to avoid any misunderstanding or mistakes and define the order before shipping the goods.

EXCEPTIONS: Any exceptions to the technical document specifications and the GTS instructions, must be formally accepted in writing by the GTS Technical Office, to be valid. Any changes made to the product or its process, or suppliers or other substantial changes, must be communicated and approved by GTS.

ORDER CONFIRMATION: It is necessary that the supplier examines and confirms the order within 3-4 days from its sending (purchase or work order) by GTS. Order confirmation means re-forwarding our order stamped and signed for acceptance. The stamp and signature must be placed in the spaces provided on the last page of the order.

DELIVERY TIMES AND PENALTIES: Once the confirmation has been sent, the delivery date must be strictly followed. Any change in delivery dates (in advance or postponement) must be promptly reported and officially accepted by GTS. From the creation of the order to the delivery of the material, we ask that you make updates via email, telephone or visits, to confirm the proper order progress. If there are anomalies or risks of delays, updates must be made more frequently. If there are delays in delivery which have not been agreed and involve penalties to GTS from its customers, we will claim compensation from the supplier or block outstanding payments. Delivery times are the time period between GTS sending the order and its complete execution, including all the quality documentation required for the order (Quality Control Plan and/or Purchase Specifications) and documentation relating to the goods origin.

GOODS ORIGIN: Each item delivered to us must be accompanied by a transport (or shipping invoice) and goods origin document. The origin document can be sent together with the shipment or within a week. This documentation is essential and part of the supply. If there is a failure to deliver the complete documentation above for reasons not agreed with GTS, the supply shall be deemed non-compliant with the order and payments may be postponed until the documentation has been sent. The supplier is liable for any false declarations, including those about the goods origin, and shall pay compensation for any damage due to the absence of the declaration.

The final notes of each order contain a brief instruction on the goods origin, but for more detailed instructions and clarifications, please contact us at the following address acq@gtsspa.eu .

SUPPLIER QUALIFICATION: GTS is an ISO 9001 certified company, and for all suppliers who have a direct influence on the quality of the product supplied by GTS, a qualification process is required to achieve eligibility. Maintenance of qualification status is based on GTS monitoring specific indicators that measure performance and the outcome of subsequent inspections.

SUPPLIER EVALUATION: the supplier assessment takes into account objective key factors for GTS organization such as:

- Quality of delivered batches
- Delivery punctuality

Criteria with subjective evaluation for relevant areas:

- TECHNICAL: reliability; documentation management; expertise level, etc.
- PRODUCTION: availability; flexibility; management of materials on account; etc.
- PURCHASES: response punctuality; management of contractual documents, etc.
- QUALITY CONTROL: quality documentation issue times; NC management; etc.
- LOGISTICS: quality of packaging; completeness of information on transport documents, etc.

LOGISTICS:

PACKAGING SUITABILITY: The protective packaging and oils must guarantee the integrity of the products supplied and must be suitable for the type of transport to the destination.

GOODS ACCEPTED WITH RESERVATION: If there is a non-compliance with the point above, the goods will be accepted with reservation and if there are consequences for the product delivered, a non-compliance (NC) proved by photographs and a report will be sent, to find a suitable resolution of the problem and future supplies.

DELIVERY DOCUMENTATION: All goods delivered must be accompanied by transport documents (transport document/shipping invoice) containing GTS information and references for the identification of details (Order no., Position, GTS Codes, Design and quantity).

MATERIAL TRACEABILITY: If GTS products are made with materials on account (raw or semi-finished products supplied by GTS) the supplier is required affix the codes provided by the Logistics Office. It is important that the identification references are maintained when returning the surplus material. If the material is purchased directly from the supplier, it must ensure traceability.

DELIVERY TERMS: If there is a withdrawal by GTS, the Supplier must communicate to log@gtsspa.eu the availability of the goods for collection by reporting the packaging type, number of packages, dimensions, weight, and the collection timetable.

The Supplier must always request authorization from log@gtsspa.eu, before starting the delivery procedure.

QUALITY CONTROL

DELIVERY METHODS: The material delivered must have passed all the processing steps, checks required, markings and certificates requested and agreed upon during the offer and/or when issuing the order.

Details must be labelled, suitably protected against possible impacts and atmospheric agents that could compromise product integrity.

PRODUCT COMPLIANCE: GTS will consider compliant all supplies which match the technical documentation requested at the time of ordering.

QUALITY CERTIFICATES: The supplier shall send the quality documentation required in the manufacturing control plan (PCQ) attached to the order at the time of delivery to the following address quality@gtsspa.eu.

The order is not complete until the correct and integral quality documentation has been received, including a Compliance Declaration to the designs and specifications referred to in the GTS order.

Unless otherwise specified in GTS orders, PCQ and/or PFC, all supply components, made of raw and/or semi-finished products, ferrous and non-ferrous materials, must be accompanied by the manufacturer's test certificate under EN10204:2004 - 3.1.

Documentation other than EN10204:2004 - 3.1 may only be supplied if:

- previously agreed during order sending/receiving;

- ensuring the traceability of the original producer.

Dimensional reports: if the supply requires the drafting of dimensional reports, the supplier must agree with the GTS Quality office which forms to supply and how to compile them.

Non-Destructive Checks: Reference specifications and acceptance levels will be defined each time if they differ from those normally used.

The supplier shall keep the documentation produced and delivered to GTS recorded and archived for 10 years.

NON-COMPLIANCE REPORTING: Prior to shipping the goods (allowed only if authorized by GTS), the supplier is required to send any non-compliance reports, specifying the order number, location, design code, quantity involved and description of the problem.

- **GRANTS / EXCEPTIONS:** If the supplier finds any non-compliance with GTS designs and specifications during the component manufacturing, it shall promptly report this to quality@gtsspa.eu to evaluate any action to resolve the problem or acceptance as an exception.
- **REJECTION:** If there is any compromised material, it is necessary to promptly report the problem to quality@gtsspa.eu to evaluate the solution with the GTS Purchasing office and Production department.

If there is any Non-Compliance, GTS at its sole discretion, may issue "Non-Compliance Reports" which will be sent to the supplier to compile the causes of the problem, and lay out the agreed measures between the parties, and any corrective actions to prevent any recurrence.

TESTS: The supplier should contact the GTS Quality Office at the following address quality@gtsspa.eu 10 days before the agreed delivery. This is to allow the organization and choice of a date to carry out the joint testing at the supplier's premises, which must be carried out in a suitable area, in compliance with paragraph 5.2.

RIGHT OF ACCESS AND AUDIT: The Purchaser reserves the right, upon prior written notice of at least five (5) working days and during normal business hours, to access the Supplier's premises and relevant documentation strictly related to the performance of the Purchase Order.

Such access shall be mutually agreed between the Parties and may include, without limitation, the right to review quality records, inspection and test reports, and calibration certificates of measuring and testing equipment used for final inspections, as well as to carry out order-related audits and second-party audits.

The Supplier shall provide all reasonable cooperation and assistance to facilitate such activities.