

GENERAL TERMS AND CONDITIONS OF SALES

1. SCOPE

- 1.1 These general terms and conditions (the "**General Conditions**") form an integral part of the order proposal and order acceptance exchanged between C.S.C. - S.P.A., sole shareholder company (hereinafter "**CSC**"), and the client (the "**Client**"). The Client fully accepts the contents of these General Conditions. CSC and the Client are hereinafter jointly referred to as the "**Parties**" and individually as the "**Party**". "**Products**" means the products which shall be sold by CSC and are subject to the single sale agreement.
- 1.2 Any general terms and conditions provided by the Client shall not apply between the Parties.
If the Parties have agreed in writing on exceptions to these General Conditions, such General Conditions shall continue to be valid and effective for the parts not expressly excepted.
- 1.3 The General Conditions shall apply to the agreement entered into by and between the Parties as well as to any amendments thereto.

2. ACCEPTANCE OF THE PROPOSAL - TERMINATION

- 2.1 Unless otherwise provided for in writing between the Parties, the proposal of one Party to the other Party shall be valid for a period of 5 days from its receipt or the different period indicated by CSC; after this period, without formal written acceptance having been received, the proposal ceases to be effective. The Client's acceptance shall not contain any modification or addition either to the proposal made by CSC or to the present General Conditions, unless otherwise provided for in writing between the Parties.
- 2.2 The Client may terminate the agreement before it has received the "goods ready" notice from CSC by paying CSC an amount equal to 10% of the price of the Products. Once the Client receives the "goods ready" notice, it may no longer terminate the agreement.

3. DELIVERY OF GOODS

- 3.1 The Products shall be delivered on the agreed date at C.S.C. - S.P.A.'s premises in Schio (VI), 36015, Via Lago Maggiore 7, Italy, unless otherwise provided for in writing between the Parties. The delivery terms, where indicated in days, shall be deemed to be expressed in working days.
- 3.2 Packaging and transportation costs of the Products shall be borne by the Client, unless otherwise provided for in writing between the Parties.
- 3.3 CSC shall not be liable and shall therefore not be obliged to pay any compensation, in the event of delivery of Products or documentation beyond the agreed term that depends on delays

not attributable to CSC, such as, by way of example, delays attributable to suppliers, sub-suppliers, certifying entities, suspension of transportation, shortage of electricity or fuel.

4. TRANSFER OF OWNERSHIP AND RISKS

- 4.1 The ownership of the Products is transferred to the Client when "goods ready" notice is communicated to the Client. From that moment the risks of loss, destruction, damage and any other risk connected with the transportation and delivery of the Products are borne by the Client, even if the Parties have agreed that the delivery takes place "free at destination". Therefore, the "free at destination" clause specifies the criterion for allocating costs.

5. PAYMENT

- 5.1 The payment shall be made on the agreed due dates by bank transfer or bank receipt as agreed between the Parties.

6. INTERESTS

- 6.1 If payment is not made within the agreed terms, the Client shall pay to CSC the default interests provided for by Legislative Decree 231/2002. Such default interests are due automatically starting from the day after the expiry of the payment agreed term.
- 6.2 Any claims or objections do not entitle the Client to suspend or delay the payment of the disputed Products or other goods.

7. INVOICING - VAT

- 7.1 VAT shall be applied to CSC invoices when required by law. In the case of supplies of goods which are carried in States or territories not belonging to the European Union (EU), Italian law allows the supplies to be considered non-taxable VAT.
- 7.2 The Client undertakes to provide CSC with the co-operation and all the information necessary for the correct fulfilment of the obligations provided for by tax regulations.

8. CONFIDENTIALITY AND INDUSTRIAL PROPERTY RIGHTS

- 8.1 All technical, commercial and any other information of which the Client becomes aware during the performance of the agreement must remain strictly confidential and may in no way be disclosed to third parties, unless authorized in writing by CSC.
- 8.2 The drawings, projects, images and more generally the technical documentation relating to the Products that is provided to the Client remains the exclusive property of CSC. The Client may use such documentation for the sole purpose of the correct use of the Products. Such documentation may only be used for the purpose of the performance of the agreement.

C.S.C. S.p.A. – sole shareholder company

Registered office in Schio (VI), Italy, Via Lago Maggiore 7

Tax Code and registration number in the Companies Register of Vicenza 00491490249, REA VI – 131992, share capital equal to Euro 1,000,000.00 fully paid up.

GENERAL TERMS AND CONDITIONS OF SALES

9. PATENTS AND INDUSTRIAL PROPERTY RIGHTS

- 9.1 The Client declares and warrants that all the Products modified and customized by CSC on the basis of the Client's instructions do not infringe any patent or patent right of any third party. The Client undertakes to indemnify and hold CSC harmless from any liability, request for damages or claim made in relation to the use and possible infringement of patent rights for industrial inventions or models (or in relation to the infringement of any other right of third parties) resulting from the modification and customization of the Products ordered by the Client.

10. CSC'S LIABILITY

- 10.1 In the event that drawings, projects or technical specifications for the manufacturing of the Products are provided by the Client to CSC, CSC shall not be liable for flaws and defects in the Products which depend on design defects attributable to the Client, provided that the Products are realised in accordance with the project and technical specifications provided by the Client.

11. CSC'S WARRANTY

- 11.1 The lawsuit for defects is time-barred in one year from delivery of the Products. During the warranty period, CSC undertakes to repair or replace free of charge the Products or those parts of the Products which, due to the quality of the materials or due to the manufacture of CSC, prove to be defective, provided that such defects are not due to natural wear and tear of the Products or to any kind of tampering of the Products made by the Client or third parties.
- 11.2 The warranty does not operate in the event that the Products are subject to any kind of tampering by the Client or third parties or in the event that the Products are subject to maintenance interventions by parties other than CSC.
- 11.3 In the event that repairs or replacements of the Products must be carried out at the place where the Products have been installed, the Client shall provide CSC's personnel, at its own care and expenses, with the necessary equipment and auxiliary personnel, as well as any ancillary works that may be necessary to carry out the maintenance intervention. The replaced parts are CSC's property.

12. FLAWS AND DEFECTS

- 12.1 The Client shall report any flaws and defects of the Products within the terms of the sale agreement provided for by the Italian Civil Code. Under no circumstances may the Client suspend the payment of the agreed price, even if he has reported the existence of serious defects.

- 12.2 In the event that the price is determined by measure, the agreement shall also be deemed valid in the event of deviations in the weight or size of the Products of up to 3% of the weight or size mentioned in the delivery documents. In such cases, the Client is not entitled to ask for any change in the price set forth in the agreement.

In the event that the actual weight or size differs by more than 3% with respect to the weight or size mentioned in the delivery documents, the Client shall notify CSC of such discrepancy within 8 (eight) days from receipt of the Products. In such a case, the Client may ask for an adjustment of the price set forth in the agreement proportional to the different weight or size of the Products.

13. ASSIGNMENT OF RECEIVABLES

- 13.1 CSC reserves the right to assign to third parties, with or without recourse, its claims arising from the contractual relationships regulated by the General Conditions. In the event of assignment, CSC shall duly notify the Client the assignment. Until such notification, payments made to CSC shall be considered valid.

14. RIGHT TO ENTRUST THIRD PARTIES

- 14.1 CSC reserves the right to entrust third parties with the performance of the agreement in whole or in part.

15. FORCE MAJEURE

- 15.1 In any case of force majeure the Parties shall be entitled to request the suspension and the resumption of the performance of the agreement within a period to be mutually agreed upon.
- 15.2 The force majeure events include wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restrictions on the use of energy, general shortages of raw materials or other elements essential for production, embargoes, national strikes called by the trade unions to which the parties belong, measures taken by civil and military authorities and any other event that cannot be predicted with the use of ordinary diligence.
- 15.3 In the cases referred to in paragraph 15.2 the delivery terms shall be extended for a period corresponding to all those days on which work could not be done due to this event.
- 15.4 In case force majeure events last for more than 90 days, the Parties shall have the right to terminate the agreement subject to 30 days notice to be communicated in writing to the other Party.

16. MISCELLANEOUS

- 16.1 In relation to the performance of the agreement, CSC is not liable for theft, loss or damage to equipment or materials owned by the Client, the

C.S.C. S.p.A. – sole shareholder company

Registered office in Schio (VI), Italy, Via Lago Maggiore 7

Tax Code and registration number in the Companies Register of Vicenza 00491490249, REA VI – 131992, share capital equal to Euro 1,000,000.00 fully paid up.

GENERAL TERMS AND CONDITIONS OF SALES

Client's employees or collaborators which are for any reason, even on authorised deposit, at CSC's premises.

- 16.2** Tolerance by either party of any conduct in breach of provisions set forth in General Conditions or in the agreement governed by such General Conditions shall not constitute a waiver of the rights arising from the violated provisions nor of the right to demand the exact fulfilment of all terms and conditions provided for herein.
- 16.3** In the event one or more provisions contained in the General Conditions or in the agreement governed by such General Conditions are invalid, either in whole or in part, the remaining provisions shall remain valid. The invalid provisions shall be replaced in such a way as to maintain as far as possible the synallagmatic relationship and the economic content of the agreement and to achieve as far as possible the realisation of the original negotiating will of the Parties.
- 16.4** For matters not regulated in these General Conditions, the provisions of the Italian Civil Code shall apply.

17. DATA PROTECTION

- 17.1** The Parties mutually guarantee their compliance with the regulations on the protection of personal data set forth in Legislative Decree No. 196 of 30 June 2003 and the General Data Protection Regulation No. 2016/679 (GDPR), as subsequently amended, for the legitimate use of the personal data provided to them for the purpose of carrying out the activities governed by these General Conditions.
- 17.2** The Parties declare that each of them has duly informed the interested parties that their personal data may be processed by the other Party during the performance of the agreement. Personal data shall be processed by manual, computerised and telematic means exclusively for the purposes and in the manner related to the fulfilment of the obligations provided for by law and connected to the formation and execution of the contractual relationship governed by the present general conditions and, in any case, in such a way as to guarantee the confidentiality.
- 17.3** CSC, for the sole purpose of handling the contractual relationship governed by the present General Conditions, processes personal data concerning the Client and its representatives, exponents, employees and collaborators. The interested party may exercise the rights provided for by the GDPR by contacting CSC by sending a communication to the following e-mail address: info@specialsteelstock.com.
- 17.4** CSC SPA has a data protection policy available on <https://www.specialsteelstock.com>, where more information on data processing is available.

18. APPLICABLE LAW AND JURISDICTION

- 18.1** The agreement entered into by and between the Parties and these General Conditions are governed by the law of the Republic of Italy with the explicit exclusion of the rules of private international law and any other rules not expressly referred to.
- 18.2** The Court of Vicenza shall have exclusive jurisdiction in relation to any dispute which may arise regarding the interpretation and/or execution of the agreement or these General Conditions.

Place and date: _____

Client's signature: _____

SPECIFIC APPROVAL PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE

Pursuant to articles 1341 and 1342 c.c. the Client declares and accepts to have read and specifically approved the following paragraphs: para 2 (acceptance of the proposal - withdrawal); para 3.3 (no liability in the event of delays in delivery not attributable to CSC); para 4 (transfer of ownership and risks); para 6.2 (no suspension and no delay of payments in the event of claims or objections by the Client); para 9 (Patents and industrial property rights); para 10 (CSC's liability); para 11 (CSC's warranty); para 12 (flaws and defects); para 15 (force majeure); para 16.1 (no CSC's liability for theft, loss or damage to equipment and materials); para 18 (applicable law and jurisdiction).

Place and date: _____

Client's signature: _____

C.S.C. S.p.A. – sole shareholder company

Registered office in Schio (VI), Italy, Via Lago Maggiore 7

Tax Code and registration number in the Companies Register of Vicenza 00491490249, REA VI – 131992, share capital equal to Euro 1,000,000.00 fully paid up.