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General Terms and Conditions of Sale of ELANTAS Europe S.r.l.

(Version: February 2026)

1. GENERAL PROVISIONS

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "General Terms and Conditions") of ELANTAS Europe S.r.l. (hereinafter referred to as "we", "our" in its various forms or "ELANTAS") shall only apply to professionals, i.e. natural or legal persons or their intermediary who are acting within their entrepreneurial, commercial, craft or professional activity (hereinafter referred to as "Customers"). Sales to consumers pursuant to Article 3 of Legislative Decree 206/2005 (Consumer Code) shall be excluded.
- 1.2 The General Terms and Conditions shall apply to contracts concluded between ELANTAS and Customers. This includes contracts concluded through traditional sales channels (including, for example, orders sent by e-mail and fax).
- 1.3 Once the General Terms and Conditions have been accepted by the Customer, they will apply to all further, similar business relationships between ELANTAS and the Customer, unless otherwise agreed to in writing.
- 1.4 These General Terms and Conditions shall apply exclusively. Any terms and conditions of the Customer that conflict with or deviate from these General Terms and Conditions shall not apply unless expressly accepted them in writing by ELANTAS. In particular, our silence with respect to such divergent terms and conditions cannot in any way be interpreted as acceptance of the same, even in relation to future contracts.
- 1.5 Individual agreements with the Customer shall take precedence over our General Terms and Conditions.

2. OFFERS AND ORDERS

- 2.1 Our offers are subject to change and are non-binding unless we have expressly designated them as binding. They are merely invitations to the Customer to place a binding order thereon. The contract shall be deemed concluded - even in the context of ongoing commercial relationships - exclusively upon our written confirmation of the order or upon delivery of the Goods. Our order confirmation determines the content of the delivery contract. If delivery is effected immediately, the invoice may replace the order confirmation.
- 2.2 The obligation to deliver an item defined only by its category does not mean we assume the risk of procurement. We are only required to deliver from our own stock. We shall not be deemed to have granted a guarantee unless we have specified a property as guaranteed in writing.
- 2.3 If the Goods ordered by the Customer are not in stock or available for immediate delivery at the time of such order, we will send a notification of the estimated delivery date upon receipt of the Customer's order. This notification does not constitute an acceptance of the order. In this case, the Customer is entitled to revoke

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its order to us in writing within 2 weeks after having received the notification of the estimated delivery date. If the Customer does not revoke its order within that period of time, the Customer shall be bound to its order. Section 2.1. applies accordingly for the process of order confirmation.

3. PRODUCT SAMPLES AND DOCUMENTS

- 3.1 The product properties of product samples are only binding to the extent we expressly agreed to specific product properties of the Goods in writing.
- 3.2 We reserve title and all copyrights and industrial property rights to product samples, illustrations, drawings, data, cost estimates and other documents relating to the Goods disclosed or provided to the Customer. We do not reserve ownership rights over samples if the Customer uses them in the course of its ordinary business. The Customer undertakes not to give third parties access to the product samples, data and/or documents stated in the previous article 3.1, unless we have given our prior and express consent in writing.
- 3.3 The provisions of articles 3.1 and 3.2 shall apply vice versa to documents, drawings, or data provided by the Customer; it is understood, however, that we may make them available to third parties authorised to fulfil our contractual supply obligations or who are our agents or suppliers.

4. PRODUCT SPECIFICATIONS AND WARRANTIES

- 4.1 Unless otherwise agreed, Goods specifications are set out exclusively in our product specifications applicable to such Goods. Our Goods specifications which will be sent to the Customer upon request and are hereby incorporated into and form an integral part of these General Terms and Conditions. Any other subjective or objective requirements concerning the Goods are excluded.
- 4.2 Information regarding the characteristics and durability of the Goods, as well as other information, constitutes a guarantee only if it has been expressly agreed and qualified as such.
- 4.3 Our technical advice - whether verbally, in writing and/or through tests – is based on our current knowledge. Before using the Goods, it is the Customer's responsibility to examine the suitability of the Goods and test them for quality and fitness for a particular purpose. This also applies to any potential infringement of industrial property rights of third parties. Information and instructions about suitability and use of the Goods, even if mentioned in the product specifications, are non-binding and do not constitute a commitment regarding the Goods' properties or use.

5. TERMS OF PAYMENT AND WARRANTIES

- 5.1 Unless agreed otherwise, invoice amounts are due for payment without deduction within 30 days after the date of the invoice. Invoice amounts are payable in Euros to one of our bank accounts. Irrespective of the

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place of delivery of the Goods, our registered office shall be the place for fulfilment of Customer's payment obligations.

- 5.2 If the payment deadline is exceeded, the Customer will be in default without requiring any prior reminder. Upon default, default interest shall be due immediately in accordance with Legislative Decree 231/2002 on commercial transactions, equal to the European Central Bank reference rate plus 8 percentage points. We reserve the right to claim compensation for any further damages.

In the event of any failure or delay in payment, including partial payment, ELANTAS shall be entitled to terminate the Contract due to the Customer's default pursuant to Article 1456 of the Italian Civil Code, by means of a simple written notice to the Customer. ELANTAS shall also be entitled to suspend any subsequent deliveries and/or the performance of further supplies pursuant to Article 1461 of the Italian Civil Code. Furthermore, as a result of failure to fulfil payment obligations relating to a single supply, ELANTAS shall also have the right to terminate any other contractual relationships with the Customer, even if not connected thereto.

In any case, all other rights and remedies available to ELANTAS under the Italian Civil Code or applicable law shall remain unaffected. The Customer acknowledges and agrees that the exercise by ELANTAS of the aforementioned rights shall in no event give rise to any entitlement to compensation, damages or other payments, nor to any claim or right against ELANTAS.

Except as provided in Article 8.8 below, in the case of deferred payments, regardless of the invoice due dates or the payment terms granted/agreed upon, the Customer's default shall entail the forfeiture of any deferred payment terms, pursuant to Article 1186 of the Italian Civil Code.

- 5.3 In case of Goods being exported, any costs relating to the transfer or payment of funds shall be borne by the Customer to the extent they arise in the country of the Customer.
- 5.4 The acceptance of orders and the execution of deliveries may be subject to providing suitable security or an advance payment. We are also entitled to demand payment concurrently with the delivery of the Goods.
- 5.5 If the Customer's financial situation deteriorates significantly after the conclusion of the contract, to the extent that it compromises its ability to fulfil its contractual obligations, for example, due to the Customer filing for insolvency proceedings, the actual commencement of insolvency proceedings or other crisis resolution measures, or the suspension of payments not justified by legitimate contractual exceptions or other legal causes, we shall be entitled to retain any Goods not yet delivered and to demand advance payment.
- 5.6 The Customer shall be entitled to suspend performance or proceed with compensation exclusively in relation to counterclaims that are not disputed by us or have been definitively established by a final judgment. The Customer may exercise the right of retention only if its counterclaim is based on the same contractual relationship.

6. DELIVERIES, SHIPMENTS AND FORCE MAJEURE

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- 6.1 Binding delivery dates and deadlines must be agreed expressly and in writing. In the case of non-binding or estimated (approximately, about, etc.) delivery dates or deadlines, we will make reasonable efforts to meet delivery dates and deadlines. Any unilateral requests by the Customer shall not be binding on us unless we expressly agree to them in writing. Supplies for which the delivery date is an essential element of the contract must be expressly identified as such and confirmed by us in writing.
- 6.2 If, despite regular provisioning, we do not receive deliveries or services from our suppliers for reasons beyond our control, or do not receive them correctly, in full or on time, or if events of force majeure occur, we will inform the Customer timely in writing. In this case, we are entitled to postpone the delivery for the duration of the hindrance, or to withdraw from the contract in whole or relating to the non-fulfilled part, if we have met our above obligation to notify and have not assumed the procurement risk. Events of force majeure are strikes, lawful lockouts, actions of authorities, energy and raw material shortages, epidemics or pandemics, legally binding national or international embargo regulations, provisions for the fight against terrorism, transportation difficulties not attributable to us, business interruptions not attributable to us, including, by way of example and not limitation, those caused by earthquakes, fire, water or machine damage, and all other hindrances which, from an objective point of view, were not culpably caused by us. If a delivery date or a delivery period has been bindingly agreed and if the agreed delivery date or delivery period is exceeded due to events such as those under this article 6.2, the Customer is entitled to withdraw from the contract relating to the non-performed part of such contract after a reasonable grace period has expired, if it would be objectively unreasonable for the Customer to continue to be bound by the contract. In this case, the Customer has no further claims. If the impediment lasts longer than six months or if delivery becomes impossible, both parties are entitled to withdraw from the contract.
- 6.3 If there is a force majeure event and/or a case of late/incomplete delivery by one of our suppliers according to article 6.2, we are also entitled to initially make only partial deliveries in our sole discretion – without compromising the rights under article 6.2 – and to reduce the delivery quantities amongst our Customers, including affiliated companies, at our sole discretion and/or to interrupt the delivery. We will inform the Customer about this in due time in writing. The delivery will be continued, or the quantities remaining after the reduction will be delivered once the force majeure event or the case of late/incomplete delivery by the supplier pursuant to article 6.2. has ended. The rights of the Customer pursuant to article 6.2 remain unaffected.
- 6.4 Except in cases of wilful misconduct or gross negligence, the Customer's claims for damages due to delay in delivery are capped at 0.5% of the net delivery price of the delayed Goods for each completed week of delay, not to exceed in total 5% of the stated net delivery price. Liability shall in any case be limited to the immediate, direct and foreseeable damage at the time of the conclusion of the contract.
- 6.5 If the Customer gives us a reasonable grace period after a delay in delivery and such grace period has expired, the Customer is entitled to withdraw from the contract. Any claims for compensation for non-performance, within the limits specified below, shall be payable to the Customer only if the non-performance is due to wilful misconduct or gross negligence.
- 6.6 The provisions under articles 6.4 and 6.5 shall not apply if the deadline for fulfillment has been expressly agreed as an essential term pursuant to Article 1457 of the Italian Civil Code.

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- 6.7 We shall not be in default as long as the Customer is in default with the fulfilment of its obligations towards us, including those arising from other contracts.
- 6.8 Unless agreed otherwise in writing, loading and shipping shall be carried out uninsured at the risk of the Customer ex works or ex distribution warehouse, i.e. EXW in accordance with the Incoterms® 2020.
- 6.9 We have the right to choose the transport route and the means of transportation. We, however, will strive to take the Customer's requests into account with regards to the shipping method and shipping route; any additional costs incurred due to this – even if freight-free delivery was previously agreed – shall be borne by the Customer.
- 6.10 If the parties agreed to Incoterms other than as set forth in article 6.8 and no representative of the Customer is present to receive the ordered Goods when they are delivered to the Customer, and if there is no discernible unloading area/depot at the delivery address that is accessible, secured and lockable for delivery, the confirmation issued by the driver of the transport company shall constitute sufficient proof of the delivery of the goods in good condition.
- 6.11 If our Goods are shipped in returnable containers, these returnable containers are to be returned to us, at our discretion, emptied of residues in exchange for new containers or sent back to us with freight prepaid, without costs at our charge.
- 6.12 In the event that the Customer refuses to accept delivery of the supply on the date specified in the Offer — if duly accepted in writing by ELANTAS — or in the Order Confirmation, or on any subsequent date communicated by ELANTAS, or if the Customer fails to collect the supply within one (1) business day following the notice of readiness of the goods, ELANTAS shall be entitled to store the goods at a warehouse or other suitable location, at the Customer's sole risk and expense.

7. PRICES

- 7.1 Confirmed orders will be executed at the prices agreed in the contract with the Customer (see article 2.1.). The prices are quoted in Euro, except where otherwise specified, and shall be exclusive of value-added tax. Value-added tax will be charged separately at the rate applicable under the tax regulations in force at the time of invoicing.
- 7.2 Unless agreed otherwise or provided for in the Incoterms referred to in the order confirmation, supply prices are net, per kilogram, and do not include customs duties, with delivery in disposable packaging (drums and containers). If the Customer requests delivery of the Goods in smaller containers, such as disposable cans or drums, a surcharge for packaging will be applied to the price at the time of invoicing. If the Customer demands transport by express or airfreight, we will charge any additional costs.

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7.3 We are entitled, at our reasonable discretion, to unilaterally increase the prices for our Goods in the event of an increase in personnel, production, material, raw material and/or procurement costs, logistics costs, wage and ancillary wage costs, social security contributions, and energy costs (e.g. for electricity and gas) as well as costs due to legal requirements, environmental regulations, currency regulations, changes in customs duties, and/or other public charges if this directly or indirectly affects the costs of the Goods and increases them by more than 5%, and provided that a period of more than four months elapses between the conclusion of the agreement on the price and delivery. Such an increase is precluded if the cost increase for some or all of the above factors is offset by a cost reduction for some of the other above factors in relation to the overall cost burden for the Goods (cost netting). If the new price exceeds the original price by 30% or more, due to the aforementioned right to price adjustment, the Customer is entitled to withdraw from orders that have not yet been fully executed for the remaining unfulfilled portion. This right must be exercised by the Customer without delay, following notification of the new price.

8. RETENTION OF TITLE

- 8.1 We retain the title to all Goods delivered by us (hereinafter referred to as “Goods Subject to Reservation of Title”), until all our claims arising from the business relationship with the Customer have been settled.
- 8.2 The Customer shall, at its own expense, adequately ensure the Goods Subject to Reservation of Title, especially against fire, water, damage, and theft. The rights arising from the insurance policy in the event of a claim concerning the Goods Subject to Retention of Title are hereby assigned to us up to the value of the Goods themselves. We hereby declare that we accept this assignment.
- 8.3 The Customer is not entitled to resell the delivered Goods Subject to Retention of Title until full payment of the amount due for the purchase of the Goods, nor is any other disposition, in particular pledges or the granting of security rights, permitted. Should the Customer, notwithstanding the foregoing, dispose of the Goods Subject to Retention of Title, the following provisions shall apply without prejudice to any other rights or remedies.
- 8.4 The Customer hereby assigns to us all claims, including securities and ancillary rights, which the Customer has against the end user or against third parties as a result of or in connection with the resale of the Goods Subject to Retention of Title. We accept the assignment. The Customer is not permitted to enter into any agreement with its purchasers that excludes or impairs our rights or nullifies the assignment of future receivables.
- 8.5 The Customer remains entitled to collect the credits assigned to us until our revocation, which may be exercised at any time. Upon our request, the Customer shall provide us with the information and documents necessary for the collection of the assigned credits and, if we do not do so ourselves, the Customer shall inform its purchasers immediately about the assignment in our favour.
- 8.6 If the Customer incorporates any credits arising from the resale of the Goods Subject to Retention of Title into a current account relationship with its purchasers, the Customer hereby assigns to us in advance to us any final balance recognised in its favour, up to an amount equal to the total value of the receivables arising from the resale of our goods subject to retention of title included in that current account relationship. We hereby accept the assignment.

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- 8.7 If the Customer has already assigned credits from the resale of the Goods Subject to Retention of Title delivered or to be delivered by us to third parties, in particular on the basis of recourse or non-recourse factoring or has made any other agreements on the basis of which our present or future security interests stated in this clause may be impaired, the Customer shall immediately notify us. In the event of recourse factoring, we are entitled to terminate the contract and demand restitution of the Goods Subject to Retention of Title already delivered. The same shall apply in the case of non-recourse factoring if, under the contract with the factor, the Customer is not free to dispose of the price of the credit transfer.
- 8.8 If the Customer breaches the contract the provisions of Article 1525 of the Italian Civil Code shall apply and ELANTAS is expressly entitled to receive a fair compensation for the use of the Goods, in addition to compensation for damages, or, at its sole and unquestionable discretion, to retain the instalments already paid by the Customer as indemnity. In order to verify the stock of the Goods Subject to Retention of Title delivered by us, we are entitled to access the Customer's business premises at any time during normal business hours. The Customer is also required to notify us immediately in writing of any intervention by third parties on the Goods Subject to Retention of Title or on the receivables assigned to us.
- 8.9 If pursuant to above provisions we are entitled to securities whose value exceeds the secured claims by more than 10%, we will, if requested by the Customer, release the securities proportionately in our sole discretion.
- 8.10 If the Goods Subject to Retention of Title are combined or mixed with other third-party goods, we shall acquire co-ownership of the new item in proportion to the ratio between the value of our goods, determined on the basis of the invoice, and the value of the transformed or combined goods, in accordance with the provisions of Article 939 of the Italian Civil Code. The Customer shall hold the ownership or co-ownership in safe custody for us free of charge. The co-ownership rights arising hereunder shall be deemed to be Goods Subject to Retention of Title. Upon our request, the Customer shall be obligated at any time to provide us with the information necessary for the protection of our ownership or co-ownership rights.
- 8.11 In relation to Goods Subject to Retention of Title, the Customer shall be required to immediately store and clearly identify the Goods Subject to Retention of Title separately, as well as to hold in trust on our behalf any sums due to us, deriving from the assigned receivables relating to the supply of goods, which it may collect
- 8.12 If retention of title expressly agreed herein is not recognised by the law of the country into which the Goods are delivered, or only subject to certain conditions, the Customer shall notify us about this at the latest at the time the contract is concluded. If the law of such country does not allow retention of title but permits us to reserve other rights regarding the Goods which serve purposes of security in a similar manner as a retention of title, we declare herewith that we will avail ourselves of these rights. The Customer undertakes to cooperate in fulfilling all the required measures (in particular, compliance with formal requirements). Where no other equivalent security rights are provided for under local law, the Customer shall be required, at our request, to provide alternative security of equal value. If the Customer does not comply with this request, we may demand the immediate payment of all open invoices, regardless of any previously agreed payment deadlines.

9. WARRANTY AND NOTIFICATION OF DEFECTS

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- 9.1 The technical characteristics and properties of the Goods supplied by ELANTAS are described in the relevant product data sheet or technical bulletin, which the Customer submitting the order to ELANTAS declares under its own responsibility to be aware of. Therefore, the Customer shall bear all liability for any improper use of the Goods or use that does not comply with the specifications set out in the relevant product data sheet or technical bulletin.
- 9.2 The Customer shall inspect the delivered Goods immediately upon delivery to check for defects in quantity or quality and shall notify us of any defects without delay, in any case no later than 8 days after receipt of the Goods; otherwise, the Goods shall be deemed approved. Any defects not discernible at the time of the initial inspection must be reported immediately, and in any case no later than 8 days after their discovery, within the statute of limitations referred to in point 9.7.
- 9.3 Any notice of defects shall be communicated in writing specifying the order-, batch-, invoice- and shipping numbers. Any complaint not made in due form and time shall exclude any claim of the Customer to assert the alleged default for non-compliant supply.
- 9.4 Upon commencement of processing, editing, combining or mixing with other items, the Customer shall be deemed to have approved the delivered Goods to be in accordance with the contract in the event of noticeable defects. The same shall apply in the event of onward shipment of the Goods away from the original destination.
- 9.5 In case of any noticeable defect, the Customer must leave the disputed Goods in their shipping packaging, in order to allow us to clearly and completely verify the complaint, unless we expressly agree in writing to waive this requirement and provided that the Customer ensures that the disputed Products are stored separately.
- 9.6 If the Customer timely notified us of any defects in the Products and these turn out to be founded, we will, in our sole discretion, remedy the defect ourselves free of charge or replace the Goods with defect-free ones (subsequent performance). Goods may only be returned with our prior written consent. Any returned Goods will become our property. If we do not meet our obligation to remedy or replace the defective Goods within a reasonable period of time set by us, if subsequent performance fails (we are entitled to make two attempts), if we refuse to remedy the defect or replace Goods, or if this subsequent performance is unreasonable for us, the Customer - pursuant to statutory provisions - can terminate the contract, reduce the purchase price, demand reimbursement of expenses and, within the limits set out in Article 10 below, claim compensation for damages. If the defect is only minor, there are no rights to terminate the contract or to reduce the purchase price. The right to claim damages pursuant to section 10, however, remains unaffected.
- 9.7 The statute of limitations period for claims arising from defects in the Goods or eviction is governed by art. 1945 of the Italian Civil Code.
- 9.8 Our liability pursuant to Article 10 remains unaffected.

10. LIABILITY, EXCLUSION AND LIMITATION OF LIABILITY

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10.1 We are generally only liable for wilful misconduct and gross negligence on our part and our executive and non-executive employees, legal representatives, and vicarious agents, as well as our subcontractors. Our liability for slight negligence is excluded.

The above exclusion of liability does not apply to:

- (1) injury to life, physical integrity and health,
- (2) express assumption in writing of a guarantee for the quality of a performance, for the existence of a successful performance or for a procurement risk,
- (3) wilful misconduct,
- (4) original impossibility,
- (5) claims resulting from strict product liability law, or
- (6) other cases of mandatory and binding statutory liability.

10.2 Except in cases of wilful misconduct or other cases mandatory provided for by law, we are only liable for damages that could have been foreseen at the time the obligation arose in accordance with Article 1225 of the Italian Civil Code.

10.3 Compensation for damages due to non-performance or delay in performance may only include the loss suffered and the loss of earnings that are the immediate and direct consequence of the non-performance or delay in performance in accordance with Article 1223 of the Italian Civil Code. It therefore remains understood that liability for indirect or consequential damages is excluded.

10.4 Our liability is capped at EUR 1,000,000.00 for each occurrence. This limitation of liability does not apply in cases of wilful misconduct, gross negligence or fraudulent behaviour, for claims relating to injury to life, physical integrity or health, or for claims arising from unlawful act, not fulfilling a guarantee expressly assumed in written form or the assumption of a procurement risk, or in cases where higher liability amounts are mandatory as prescribed by the law.

10.5 Any additional liability for damages beyond what is described above shall be excluded without regard to the legal nature of the claim asserted.

10.6 The exclusions or limitations of liability pursuant to sections 10.1 to 10.5 above equally apply to our executive and non-executive employees, our legal representatives, vicarious agents and collaborators, as well as our subcontractors.

10.7 Any claims the Customer may have for damages resulting from this contractual relationship shall be enforced in accordance with the law and, in particular, with the provisions of Article 1495 of the Italian Civil Code.

10.8 The above provisions shall not lead to a reversal of the burden of proof.

11. CONFIDENTIALITY

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- 11.1 The Customer shall hold in strict confidence all facts, documents and information (also relating to the Goods) which the Customer gains knowledge of in the course of the contractual relationship with us, which includes technical, financial, business and market-related information about the company or our Goods, provided that we have declared the respective information as confidential or there is an obvious interest in the confidentiality (hereinafter referred to as “Confidential Information”). The Customer will use the Confidential Information exclusively for the purpose of implementing and executing the contractual relationship with us.
- 11.2 The Customer shall require from its directors, officers and employees, who process or get to know the Confidential Information, equal confidentiality and restricted use obligations not less strict than herein. The passing-on of Confidential Information to third parties by the Customer requires our express prior consent in writing.
- 11.3 The above obligations of confidentiality and restricted use shall not apply if the Customer can prove that the respective Confidential Information:
- (a) is in the public domain at the time of disclosure;
 - (b) is published or otherwise becomes part of the public domain through no fault of the Customer;
 - (c) already was in the possession of the Customer at the time of disclosure;
 - (d) was made available to the Customer by a third party who had the right to legally disclose it without breaching any confidentiality obligations;
 - (e) was independently developed by the Customer without using or making any reference to the Confidential Information;
 - (f) is required to be disclosed pursuant to a law, regulation, rule or ordinance of any governmental body or court provided that the Customer - if legally permitted - has given prompt written notice to us of any such requirement.

12. COMPLIANCE

- 12.1 The Customer is obligated and undertakes to comply with all applicable laws regarding the Goods, especially anti-corruption regulations, regulations combating money laundering or financing of terrorism and anti-trust laws. Applicable anti-corruption regulations within the meaning of the previous sentence include but are not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act.
- 12.2 Pursuant to and for the purposes of Legislative Decree 231/01 and subsequent amendments and additions, the Customer undertakes, in its commercial relations with us, to strictly observe the principles and values contained in our code of ethics (hereinafter the “Code of Ethics”), accepting in full all the rules contained therein, which it declares to be fully aware of. The ELANTAS Code of Ethics can be viewed and downloaded at the following link [Microsoft Word - 102-010-001 MOG231 - Codice Etico EEU Srl - EN.DOC](#)

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(https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2023/102-010-001_MOG231_-_Codice_Etico_EEU_Srl_-_EN.pdf)

- 12.3 Failure to comply with any provision contained in the aforementioned Code of Ethics shall constitute a breach of the obligations arising from this contract and shall entitle us to consider taking appropriate protective measures, including the termination of the contract by law and with immediate effect pursuant to Article 1456 of the Italian Civil Code, by means of a simple written notice to be sent by registered letter with return receipt or certified email (P.E.C.), without prejudice to any other legal remedy, including the right to compensation for any damages we may have suffered.
- 12.4 The Customer undertakes to ensure that persons acting on its behalf in the performance of this contract comply with the principles set out in Legislative Decree 231/01 and the rules contained in the Code of Ethics. We may at any time report to the competent bodies, authorities, and entities any conduct that does not comply with the aforementioned decree and the law in general.
- 12.5 The Customer declares that they are familiar with and accept our whistleblowing policy, included in the Code of Ethics, available at the following link: [Microsoft Word - 102-010-001_MOG231 - Codice Etico EEU Srl - EN.DOC](#)
(https://elantascomcdn.azureedge.net/fileadmin/elantas/companies/elantas_europe/about_us/site_location/2023/102-010-001_MOG231_-_Codice_Etico_EEU_Srl_-_EN.pdf).

13. EXPORT CONTROL

- 13.1 Unless otherwise agreed in writing, our Goods are always intended to remain in the country of first destination agreed with the Customer, where they are to be used and commercialised. Unless required by law or otherwise agreed in writing, we are under no obligation to make available documents to the Customer for the import of the Goods into or export of the Goods out of the first country of delivery. If we do make such information available to the Customer on an individual basis, this shall be done without any warranty or guarantee of the accuracy of the information. This does not give the Customer any right to obtain or use our information for any future business.
- 13.2 The export of certain Goods may be subject to prior authorization – e.g. because of their nature, their intended use or their final destination. The Customer shall strictly comply with all applicable (re-) export control and sanctions regulations including but not limited to those of Italy, the Federal Republic of Germany, the European Union and its member states as well as the United States of America and the United Nations. The ALTANA Group has suspended business involving Russia, Belarus and Iran. Therefore, none of the Goods may be delivered, sold, exported, re-exported or transferred, directly or indirectly (even via other countries, distributors, resellers or other third parties) to Russia, Belarus and/or Iran or for use in Russia, Belarus and/or Iran, even if permitted by law. Furthermore, the ALTANA Group reserves the right to restrict the direct or indirect delivery, sale, export, re-export and transfer of Goods intended for the war industry. In such cases, the Customer is required to notify us in advance, and we reserve the right to evaluate the relevant request on a case-by-case basis. The above obligations from ALTANA's policies do not apply to our Goods that Customer has incorporated into Customer's finished products.

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- 13.3 Prior to any delivery of the purchased Goods to a third party, the Customer shall ensure through appropriate measures that:
- (a) the delivery will not violate any embargo imposed by the European Union and its member states, the United States of America and/ or the United Nations; and
 - (b) the Goods are only used in connection with armaments, nuclear technology or weapons, if and to the extent that is legal and Customer has obtained the required legal authorization; and
 - (c) the regulations of all applicable sanctions lists of the European Union and its member states, the United States of America and/or the United Nations concerning the trading with entities, persons and organizations listed therein are followed.
- 13.4 We reserve the right to make additional requests including but not limited to signing of end-use declarations.
- 13.5 The Customer shall indemnify and hold us harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any violation of the obligations set forth in in the above-mentioned sub-sections 13.1 to 13.4., and the Customer shall compensate us for all losses and expenses resulting therefrom including but not limited to the expenses of any legal defense and court proceedings as well as any fines or penalties imposed by authorities.
- 13.6 If obligations of this Article constitute a breach of any applicable mandatory anti-boycott rule provided for by the European Union or any of its member states, such conflicting contractual obligations shall not be fulfilled.

14. JURISDICTION AND APPLICABLE LAW

- 14.1 The exclusive place of jurisdiction and venue shall be Parma (Italy) for any and all disputes arising out of the contractual relationships governed by these General Terms and Conditions. We have, however, the right to file a lawsuit at the Customer's general place of jurisdiction.
- 14.2 These General Terms and Conditions shall be governed by the laws of Italy without regard to its conflict-of-law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 14.3 If our order confirmations contain an Incoterm® clause, the latest version thereof shall apply unless otherwise stated in our respective order confirmation.

The Customer

ELANTAS Europe S.r.l.

Specific approval of clauses:

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Customer declares that they have read and specifically approve the following articles of these General Terms and Conditions: Art 1 (general provisions); Art.2 (offers and orders); Art. 4 (product specifications and warranties); Art. 5 (terms of payment and warranties); Art. 6 (deliveries, shipments and force majeure); Art. 7 (Prices) Art. 8 (retention of title); Art. 9 (warranty and notification

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of defects); Art. 10 (liability, exclusion and limitation of liability); Art.12 (Compliance); Art. 13 (export control); Art. 14 (jurisdiction and applicable law).

The Customer

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