

Galperti Tech Forged Products – General Terms of Sale

1. Applicable Terms and Commencement of Contract

- 1.1. This Contract shall consist of the following documents, listed in order of precedence (with the first document taking precedence in the event of any conflict, except where expressly stated otherwise):
 - a. These General Conditions of Sale ("GCS");
 - b. Any terms expressly set out (not merely referenced) in the Purchase Order that:
 - i. describe the Products; or
 - ii. are specific to the Products;provided that such terms do not materially alter these GCS and the Purchase Order is signed by Seller.
 - c. Any terms expressly set out (not merely referenced) in the Purchase Order that:
 - i. are specific to the Products; and
 - ii. expressly state that they amend or vary these GCS;provided that the Purchase Order is signed by Seller.(the "**Contract**").
- 1.2. Where these GCS specify that a term in the Purchase Order shall set out the Parties' position or will otherwise take effect, such term shall take priority to the extent granted by these GCS.
- 1.3. For the avoidance of doubt, the Contract shall only become effective upon the later of:
 - (a) the date of acceptance by the Buyer of the Purchase Order submitted by the Seller;
 - (b) the date of fulfilment of all conditions precedent stipulated in the Contract;
 - (c) the date on which Seller is deemed to have accepted the Contract by means of specific performance, provided that any Buyer terms shall not be deemed to automatically apply where not expressly agreed to by Seller;(the "**Effective Date**").
- 1.4. These GCS are for the provision by Seller of Products to the Buyer. Any installation or other services provided by Seller ancillary to the provision of a Product shall be covered by the terms and conditions for the provision of services as is agreed between Seller and the Buyer separately.

2. Definitions

- 2.1. For the purposes of these Terms and Conditions:

- **Buyer:** The purchaser of the goods or services.
- **Business Day:** it means any day which is not (a) a Saturday, (b) a Sunday or (c) a public holiday recognised by law and/or national collective agreement in the Seller's jurisdiction;
- **Confidential Information:** it means information of whatever nature (proprietary, confidential or otherwise) disclosed to the other Party(ies) including, without limitation, specifications, drawings, designs, computer software, know-how, programs, data, process techniques and formulae; information relating to any research project, future development, marketing and sales leads and work in progress; engineering, technical, manufacturing, service, commercial, financial and personnel information relating to present and future business; and information related to inventions, techniques, processes, devices, discoveries and improvements – whether in oral, written, graphic, electronic or other machine readable form, or copies thereof and which is disclosed by the disclosing Party(ies) and clearly and conspicuously marked as either "Proprietary

Information" or "Confidential Information" or identified as either proprietary or confidential information at the time of disclosure or any other information which by its nature would be considered proprietary or confidential in a court of law. Proprietary Information shall also include information disclosed from a Party to the other Party(ies) before this Contract was entered into.

- **Delivery Location:** It means as set out in clause 4.1.
- **Export Controls:** it means any law, regulation, order or restriction that regulates the export, reexport, and/or transfer of goods, software, or technology implemented, administered, enacted or enforced by an Export Controls Authority.
- **Export Controls Authority:** It means the government institutions of any one of the following: the United Kingdom (including the Export Control Joint Unit, "**ECJU**"), the European Union (including EU Member States), the United States of America (including the Bureau of Industry and Security of the US Department of Commerce, "**BIS**", the Directorate of Defense Trade Controls of the US Department of State, "**DDTC**", or the US Department of Energy), and any other government institution that administers Export Controls in a jurisdiction that is applicable to the contract.
- **Ex-Work:** it means as set out in the Incoterms 2020.
- **Force Majeure Event:** it means an event that is any or all of the following: (a) beyond the reasonable control of the Seller; and/or (b) an act of God, compliance in good faith with any applicable foreign or domestic law, the introduction of essential modifications; any other government or other legal or regulatory authority action or inaction, fires, flood, war or threat of war, riots, accidents, national labour disputes, sabotage, malicious damage, acts of terrorism or terrorist activities, disruption to essential services such as electrical power, unusually severe weather, quarantine or any precautions against contagious disease epidemics or pandemics.
- **IPR:** it means patents, registered designs, trademarks, service marks (whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or division relating to them in any part of the world.
- **Offer(s):** The Seller's proposal to sell the Product(s).
- **Product(s):** The subject of the sale as described in the Contract or Offer;
- **Purchase Order(s):** it means the Buyer's binding commitment to purchase the Product(s) under the terms of the Offer made by the Seller and in accordance with these GCS, unless expressly amended in writing and mutually agreed by the Parties. The Purchase Order shall become effective only upon the Seller's written acceptance;
- **Sanctions:** it means any economic, financial, sectoral or trade sanctions or restrictive measures

Galperti Tech Forged Products – General Terms of Sale

implemented, administered, enacted or enforced by a Sanctions Authority (including, for the avoidance of doubt, secondary sanctions).

- **Sanctions Authority:** It means the government institutions of any one of the following: the United Nations (including the United Nations Security Council, "UNSC"), the United Kingdom (including His Majesty's Treasury, "HMT"), the European Union (including the European Commission, "EC"), the United States of America (including the Office of Foreign Assets Control of the US Department of the Treasury, "OFAC", and the US Department of State), and any other government institution that administers Sanctions in a jurisdiction that is applicable to the Contract.
- **Sanctioned Person:** It means a Person (a) listed on any one of the following: the Consolidated List of Financial Sanctions Targets in the UK issued by HM Treasury, the Consolidated list of persons, groups and entities subject to EU financial sanctions issued by the European Commission, the US Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List or Foreign Sanctions Evader List issued by OFAC or any similar list issued by another Sanctions Authority (as amended from time to time); (b) listed in Annex XIX of Regulation (EU) No 833/2014 (as amended from time to time); (c) who is otherwise the target of Sanctions; or (d) who is 50 percent or more owned by, or controlled by, any of the foregoing.
- **Sanctioned Territory:** It means Cuba, Syria, Iran, North Korea, Russia, Crimea, Belarus and any non-government-controlled Ukraine territory as defined by UK or EU legislation (whichever is broader).
- **Seller:** The entity providing the goods or services
- **Use Instructions:** Assembly, usage, and maintenance instructions provided with the Product(s).

3. Purchase Orders and Specification

- 3.1. It shall be the responsibility of the Buyer to ensure that the Products which it orders are suitable for the purposes and environment in which it plans to use the Product.
- 3.2. The Buyer will provide Seller with all Information reasonably requested by Seller in connection with the operational requirements and conditions for the Products including their intended application. The Buyer shall ensure that any Information it provides to Seller upon which Seller may rely, including operational conditions at its site, is accurate and up to date. Seller shall not be liable for any actions it undertakes or Products which it provides in accordance with instructions issued by the Buyer or which are reasonably reliant on such Information provided by the Customer.
- 3.3. Seller reserves the right to amend the specification of the Products to ensure their continued compliance with law. Seller will notify the Buyer of any amendments made

4. Delivery

- 4.1. Seller shall make the Products available for collection by Buyer at Seller's premises (the "**Delivery Location**") in accordance with the Incoterm EXW (named place of delivery) as defined in Incoterms 2020. Delivery of Product(s) will be completed when the Seller places the Products at the Buyer's disposal at the Delivery Location
- 4.2. The Date(s) of Delivery of the Product(s) is/are that respectively specified in the Purchase Order. All delivery terms are non-binding, except where otherwise agreed

and confirmed in writing. Where there is no date specified in the Offer, the Date of Delivery shall be a reasonable period after manufacturing is completed, taking into account the circumstances, nature of the product and location of the Parties.

- 4.3. The Seller shall have the right to make partial or advance deliveries.
- 4.4. If the Buyer fails to take delivery of the Products ready for dispatch for more than 10 days, the Seller shall be entitled to store the Products in a suitable warehouse at the Buyer's expense. Upon the Products being placed in storage, delivery shall be deemed to be complete, the risk in the Products shall pass to the Buyer and the Buyer shall reimburse the Seller accordingly for all costs and expenses incurred in connection therewith (including, without limitation, the cost of transportation to return the Products from the place of delivery to the place of storage, re-delivery, storage and insurance).
- 4.5. Claims by the Buyer for shortfalls in quantity or for incorrect delivery (other than for delayed delivery subject to clauses 4.6-4.7) shall be in writing and shall be void if made more than 14 days after delivery of the delivered Products.
- 4.6. If the Delivery Date has been expressly and in writing agreed by the Parties to be binding or the Delivery Date has been confirmed by the Seller upon express request by the Buyer in writing and the Seller is unable to deliver the Products by the Delivery Date, the Buyer (unless the failure is directly or indirectly due to an act or omission of the Buyer or to an Event of Force Majeure) shall be entitled to claim from the Seller as liquidated damages, a rate of 0.5% of the price of the Product delayed for each full calendar week of delay after the end of a grace period of fifteen (15) days, up to the maximum of 5%.
- 4.7. Any claim by the Buyer for liquidated damages is conditional on the Buyer submitting such a claim to Seller in writing within 30 days from the delivery of the delayed Product or, if applicable, the date on which the Buyer exercises its right of termination under clause 10.2.
- 4.8. The Buyer's right to claim the amounts set out in clause 4.6. are, in addition to the Buyer's right to terminate in accordance with clause 10.1 or 10.2, the Customer's sole remedy and Seller's sole liability for the delay in the delivery of Products.

5. Packaging

- 5.1. The Seller will package the goods according to normal trade practice in order to avoid, under normal transport conditions, any damage to the Product.
- 5.2. Special packaging requested by the Buyer, if feasible, will incur additional costs and exclude the Seller's liability for damages caused by such packaging.

6. Price and Payment

- 6.1. The price of the Products will be as set out or referenced in the Purchase Order. If no price is set out in such documents, the price will be the price set out in Seller's Offer.
- 6.2. Unless otherwise expressly provided for in the Offer or Purchase Order, all prices quoted by Seller are for delivery of Products to the Delivery Location during Seller's normal working hours.
- 6.3. Unless otherwise expressly provided for in the Offer, any Quotation issued by Seller is valid for a period of thirty Business Days only after the date of its issue, provided that Seller has not previously withdrawn it by notice to the Buyer. Seller reserves the right to give notice in writing of its withdrawal of an Offer at any time within the period of validity of the Offer before a Contract is formed.
- 6.4. The dates for submission of invoices by Seller and dates for payment for any Product by Buyer shall be as set out in the Purchase Order, provided that the document is signed by Seller without deviation.

Galperti Tech Forged Products – General Terms of Sale

- 6.5. Under these GCS:
(i) The Seller shall be entitled to invoice:
a) by way of advance payment prior to commencement of manufacture of the Product(s) in accordance with the terms set out in the Purchase Order or, if not set out therein, in the Seller's Offer;
b) by way of payment of the balance on or after delivery of the Product(s), in the amount and within the period specified therein;
- 6.6. The Seller shall not be obliged to commence performance of its obligations under the Contract until the advance payment has been received in full in cleared funds;
- 6.7. All invoices, including those for advance payments, must be paid in full by the Buyer in cleared funds within 30 Business Days of the date of the invoice, unless otherwise expressly stated in the Purchase Order, if not set out therein, in the Seller's Offer.
- 6.8. Payments to Seller will be made to the bank account nominated in writing by Seller.
- 6.9. If the Buyer fails to make any payment due to Seller by the due date for payment, then the Buyer will pay interest (both before and after judgment) on the overdue amount at a rate of 4% per annum above the European Central Bank's base rate from time to time and anyway no more than the mandatory usury rate. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount. The Buyer will pay the interest together with the overdue amount.
- 6.10. All payments made by the Buyer will be made without (and free and clear of any deduction for) set-off, counterclaim abatement or withholding.
- 6.11. Claims or disputes do not exempt the Buyer from timely payment.
- 6.12. The Buyer will make all payments without any Tax Deduction, unless law requires a Tax Deduction to be made. If a Tax Deduction is required by law to be made by the Buyer:
a) the amount of the payment due to Seller will be increased to an amount which (after making the Tax Deduction) leaves an amount paid free and clear of tax equal to the payment which would have been due if no Tax Deduction had been required;
b) the Buyer will make the minimum Tax Deduction allowed by law, and will make any payment required in connection with it within the time allowed; and
c) the Buyer will, if available, deliver to Seller an official receipt or other evidence satisfactory to Seller (acting reasonably) that the Tax Deduction has been made or, as applicable, any appropriate payment has been paid to the relevant taxing authority.
- 6.13. Unless otherwise expressly agreed in writing by the Parties, all amounts payable by the Buyer are net and exclusive of any value added tax, use tax, goods or services tax, sales or turnover tax or any other tax of a similar nature. The Buyer shall, on receipt of a valid invoice from the Seller, pay to the Seller any additional amounts in respect of any such taxes which are chargeable on the supply of the Products and which are specified in the invoice.
- 6.14. Unless expressly stated otherwise in the Purchase Order (provided that the Purchase Order expressly notes the deviation from these GCS and is signed by Seller) all transportation, insurance and similar charges incidental to delivery to any place other than Seller's premises shall be paid by the Buyer.
- 6.15. If the Buyer pays any amount to Seller without apportioning it between specific debts or liabilities, the amount paid shall be apportioned as Seller reasonably thinks fit. Seller may attribute the entirety of an amount paid to one or more specific items in respect of which payment is due, rather than to all the items in respect of which payment is due.
- 7. Title, Risk and Acceptance**
- 7.1. Risk of loss or destruction of, or damage to, a Product passes from Seller to the Buyer on Delivery.
- 7.2. Notwithstanding Delivery and passing of risk in the Products, until such time as title in the Products passes to the Buyer, the Buyer shall hold the Products as Seller's fiduciary agent and bailee identified as the property of Seller.
- 7.3. The Buyer accepts all Products on Delivery.
- 7.4. The title of the Products remains with the Seller until the relevant full payment is received by the Seller.
- 7.5. Until the title in the Products passes to the Buyer the Buyer shall:
(a) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
(b) maintain the Products in satisfactory condition; and
(c) keep the Products insured between the passing of risk in the Products and title to the Products against all risks with a reputable insurer for their full price until title in the Products passes to the Buyer. If the Buyer fails to insure the Products Seller may do so instead on behalf of the Buyer, who shall reimburse Seller on demand. Until title in the Products passes to the Buyer, the Buyer shall hold in trust for Seller the policy and proceeds of insurance.
- 8. Product Warranty**
- 8.1. Seller warrants that the Product(s) supplied shall be manufactured of high-quality materials and in accordance with the specifications and according to prevailing international standards (the "**Product Warranty**").
- 8.2. The warranty period is twenty-four (24) months (the "**Warranty Period**"). This period shall commence on the date on which the Product(s) are made available to the Buyer for collection at the Delivery Location.
- 8.3. If any Products are shown to be defective (the "**Defective Products**") before the end of the relevant Warranty Period, then Seller will, as its sole liability and the Buyer's sole remedy for such a Defect, either (at Seller's sole discretion) subject to clause 8.9, replace or repair the Defective Product within a reasonable period of time and at no charge.
- 8.4. Where any Product is repaired in accordance to clause 8.3., only the unexpired balance of the Warranty Period applicable to the Product will apply to the repaired Product.
- 8.5. Where a Product is replaced in accordance with clause 8.3. the Warranty Period in relation to the replaced Product will cease and a new Warranty Period will apply to the repaired Product. For the avoidance of doubt, replacement of a Product component shall not constitute a replacement of a Product. Where a new part is provided pursuant to clause 8.3., only the unexpired balance of the Warranty Period applicable to the Product will apply to the new part.
- 8.6. Seller will not be liable for a Product's failure to comply with the Product Warranty in any of the following events:
(a) the Defect arises as a result of Seller following any drawing, design or specification supplied by the Buyer;
(b) where any defect has been caused wholly or partially by deterioration of the Products which is necessarily incidental to the transit of the Products;
(c) the Buyer alters or repairs such Products without the written consent of Seller; or

Galperti Tech Forged Products – General Terms of Sale

- (d) the Defect arises as a result of fair wear and tear, willful damage, negligence;
 - (e) failure by the Buyer or ultimate end user of the Products to follow good trade practice in the use or handling of the Product.
- 8.7. The Customer's remedy under clause 8.3. is conditional on the Buyer notifying Seller of the Defect during the relevant Warranty Period with reasonable evidence and supporting documentation, including photographs of the Defect and location and details of the relevant order under which the Product in question was delivered. Failure to do so will invalidate the relevant warranty claim.
- 8.8. Except as provided in this clause, Seller shall have no liability to the Buyer in respect of the Product's failure to comply with the warranties set out in this clause and the warranty/ies provided hereunder shall be the sole remedy available to the Buyer in respect thereof.
- 8.9. It will be the Buyer's responsibility to remove and then deliver the Products subject to any claim under clause 8.3 to the Delivery Location at the Customer's cost and risk). Seller will then deliver any repaired or replaced Products to the Delivery Location on Ex-Work basis (Incoterms 2020).
- 8.10. The Seller is not liable for costs such as removal, transport, or reinstallation unless otherwise agreed.
- 8.11. The Buyer shall be solely responsible for and shall keep Seller indemnified against all losses incurred by Seller in relation to any use of the Products other than in strict accordance with Seller's installation, operating, and maintenance instructions.

9. Limitation of Liability

- 9.1. In the event that Seller is prevented from performing any obligation under this Contract because an Event of Force Majeure, Seller shall have no liability to the Buyer, notwithstanding anything to the contrary in the Contract.
- 9.2. Seller's total liability (if any) to the Buyer and the Buyer's remedies in respect of:
- a) a delay in the Delivery or performance of, or non-Delivery or performance of, Products will be limited to those remedies set out in clause 4 and the Buyer's right to terminate, as set out in clause 10.1 and 10.2;
 - b) claims for infringement of Third Party IPR will be limited to those remedies set out in clause 13;
 - c) the performance, quality, merchantability or fitness for purpose of any Product will be limited to the warranty provided under clause 8.1; and
 - d) the total liability of Seller to the Buyer in respect of all other matters arising under or in connection with the Contract (including under any indemnity) will be limited to the total price of the Products to be supplied under the Contract.
- 9.3. Seller will under no circumstances be liable to the Buyer, whether in contract, breach of statutory duty or otherwise, for any loss of anticipated or known profit, loss of production, loss of savings, loss or damage to reputation or goodwill, loss of contracts, loss of data or other equipment or property loss of revenue or for any special, indirect or consequential damage suffered by the Buyer that arises under or in connection with the Contract.
- 9.4. Seller shall have no liability under any Contract where its performance or ability to perform the Contract to the standards required is reasonably reliant on an obligation, action or omission of the Buyer under the Contract which the Buyer has failed or unreasonably delayed in, or where the event which would otherwise have given rise to Seller's liability is otherwise caused or substantially contributed to by the breach of Contract by the Buyer.
- 9.5. The Buyer acknowledges and agrees that the limited warranties and all limitations and exclusions of Seller's liability set out in these GCS are reasonable and are reflected in the price of the Products quoted (as

applicable) and the Buyer shall accept risk or insure accordingly (or both).

10. Termination and Suspension

- 10.1. Either Party may terminate the Contract immediately on written notice to the other Party if it becomes unlawful in any applicable jurisdiction for either Party to perform any of its obligations under the Contract.
- 10.2. Subject to the Buyer giving written notice to the Seller to remedy the delay within thirty (30) days, the Buyer may, by giving written notice to the Seller, terminate the Contract with immediate effect in respect of the delayed Products if the Seller fails to dispatch the Products for four (4) months after the agreed-upon Delivery Date which the parties have expressly agreed in writing to be binding or the Delivery Date has been confirmed by the Seller at the express written request of the Buyer.
- 10.3. Seller may terminate the Contract immediately on written notice to the Buyer if the Buyer:
- a) is in breach of any obligation to make payment under the Contract and such a breach continues for a period of more than sixty (60) days from the due date.
 - b) Misuses the Products.
- 10.4. Either party may terminate this Contract immediately by written notice to the other party if that other party:
- a) becomes unable to pay its debts;
 - b) enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction);
 - c) makes an arrangement with its creditors;
 - d) has a receiver, administrator or administrative receiver appointed over all or any of its assets;
 - e) ceases or threatens to cease trading or is dissolved;
 - f) takes or suffers to be taken any similar action in consequence of a debt; or
 - g) is subject to any procedure equivalent to any of the preceding matters in any other jurisdiction.
- 10.5. Without limiting its other rights and remedies, Seller may suspend performance under the Contract or any other contract between the Buyer and Seller if the Buyer fails to make a payment under the Contract by the due date or any other contract with Seller.
- 10.6. If Seller has suspended performance and the circumstances entitling Seller to suspend performance subsequently cease (and Seller has not elected to terminate the Contract in accordance with its other rights and remedies), Seller will resume performance but any time limits for such performance will be extended by the duration of the suspension and Seller shall be entitled to a reasonable variation to the Contract price for the prolongation, demobilisation and remobilisation.
- 10.7. If the Buyer requests the suspension of Order performance or delays the delivery of goods for any reason, the Seller will allow a suspension period of 30 calendar days free of charge. After this period:
- a) Storage fees may be applied for finished or unfinished goods held at the Seller's facility.
 - b) If suspension exceeds 90 calendar days, the Seller reserves the right to invoice the Buyer for completed goods and claim compensation for costs incurred related to materials and services in progress.
- The Seller will provide reasonable notice of any such charges and will work with the Buyer to resume production or delivery in a timely manner.
- 10.8. Termination of the Contract, however arising, will not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 10.9. The Buyer's right to terminate the Contract as set out in this clause 10 represents its only rights to terminate the Contract.

Galperti Tech Forged Products – General Terms of Sale

- 10.10. If the Contract is terminated prior to delivery of all or part of the Products to be delivered under the Contract, the Seller shall be entitled to the pro rata price reflecting the Products manufactured and the irrecoverable costs committed in the performance of the Contract up to the date of termination. The effect of this clause is that any milestone payments or advance payments made by the Buyer may be applied accordingly to this value due to the Seller.
- 10.11. Without prejudice to the provisions of Clause 10.10, if the Buyer terminates the Contract for any reason other than the Seller's breach of its obligations under the Contract, before delivery of all or part of the Products, the Seller shall be entitled, in addition to the pro rata price corresponding to the Products already manufactured and/or delivered and the irrecoverable costs incurred in the performance of the Contract up to the date of termination, to the following charges, unless otherwise agreed in writing:
- At the time of the purchase of the forgery: 40% of the value of the cancelled part of the Purchase Order.
 - During the forging process: 60% of the value of the cancelled part of the Purchase Order.
 - At the start of the machining process: 100% of the value of the canceled portion of the Order.
- These provisions shall also apply if the Seller's termination is due to the Buyer's breach of its obligations under this Contract.
- 11. Force Majeure**
- 11.1. If a Party (the "Affected Party") is affected by a Force Majeure Event, it shall promptly notify the other Party (the "Non-Affected Party") in writing, giving details including the expected duration of the Force Majeure Event. It shall immediately notify the Non-affected Party in writing when the Force Majeure has ceased.
- 11.2. Notwithstanding anything to the contrary in this Contract, for the duration of the Force Majeure Event and subject to Clause 11.1, the Affected Party shall be excused from the performance of its obligations to the extent that such performance is prevented by the Force Majeure Event. The Affected Party shall use all reasonable endeavours to minimise the effects of the Force Majeure Event on the performance of the Contract.
- 11.3. The occurrence of a Force Majeure Event shall not entitle either Party to any additional payment or compensation.
- 11.4. If the Force Majeure Event continues for a consecutive period of four (4) months or more, either party shall be entitled to terminate the Contract in whole or in part with immediate effect.
- 11.5. Neither Party shall be entitled to any financial compensation from the other Party in connection with such termination. This is without prejudice to the provisions of clause 10.10 which shall apply.
- 12. Confidentiality and Data Privacy**
- 12.1. The Buyer shall keep the Seller's Confidential Information confidential, use it solely for the purpose of this agreement, and not disclose it to any third party without the Seller's written consent.
- 12.2. The Buyer may disclose Confidential Information to its employees, agents, or subcontractors on a strictly need-to-know basis, provided that such recipients are bound by confidentiality obligations consistent with this Clause 12.
- 12.3. Notwithstanding clause 12.1, Buyer shall be entitled to disclose any Confidential Information which it is required to disclose by law. The Buyer shall notify the Seller of any such disclosure and shall ensure that the recipients are aware of and comply with the obligations defined in Clause 12.1.
- 12.4. The Buyer shall continue to comply with the obligations defined in this Clause 12 for a period of five years from the date of disclosure of the Confidential Information.
- 12.5. The obligations defined in clauses 12.1 and 12.3 shall not apply with respect to Confidential Information:
- which has become public knowledge as a result of circumstances other than a breach of these obligations by the Buyer;
 - which the Buyer has lawfully obtained from a third party without any obligation of confidentiality; or
 - generated by the Buyer independently of the Buyer.
- 12.6. Where the Buyer processes Personal Data on behalf of or provided by the Seller, it shall ensure that its processing complies with applicable Law, including EU Regulation 679/2016, and regulations and that appropriate safeguards are in place to protect the privacy of the subject data concerned.
- 12.7. In particular, the Buyer shall:
- process the Personal Data solely for the performance of the Contract, unless otherwise required by Laws, including EU Regulation 679/2016, in which case the Buyer shall notify the Seller in advance, or within two days from the date of processing;
 - take appropriate technical and organisational security measures, and notify the Seller promptly of any data breach, and assist the Seller in complying with its obligations under the applicable Law, including EU Regulation 679/2016;
 - not transfer Personal Data to any third party without the prior written approval from the Seller;
 - assist Seller in responding to requests from data subjects under applicable Law and regulations;
 - if requested by the Seller, demonstrate its compliance with its data privacy protection obligations under the Contract, and contribute to audits, including inspections, conducted by the Seller or any appointed representative;
 - permanently delete or return all Personal Data to the Seller following completion of its contractual obligations or termination of the Contract.
- 12.8. The Buyer shall ensure that any transfer of personal data from the Buyer to the Seller (and vice versa) or to any third party complies with the law, including EU Regulation 679/2016.
- 13. Intellectual Property Rights**
- 13.1. The Buyer acquires no ownership rights to any Seller Intellectual Property Rights (the "IPR") related to the Products.
- 13.2. The Buyer has a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use IPR in Seller's written documentation solely to install, commission, operate, and maintain the Products.
- 13.3. Any goodwill in trademarks on the Products belongs solely to the Seller or the trademark owner.
- 13.4. The Seller has a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use Product configuration and performance data obtained during engineering and production of the Products.
- 13.5. The Buyer cannot sublicense any IPR and cannot use any IPR or information related to the Products, for goods or services intended for sale, supply, transfer, or export (directly or indirectly) to or for use in Russia or Belarus. The Buyer must impose the same restrictions on any potential sublicensees or third parties receiving such information.
- 13.6. A breach of clause 13.5 shall constitute a material breach which shall entitle Seller to terminate the Contract immediately without recourse and the Buyer will not be entitled to claim for damages, specific performance or other relief. In such an event, and without prejudice to any

Galperti Tech Forged Products – General Terms of Sale

other remedy and/or indemnity or claim for damages, Clause 10.11 shall apply to the Seller.

- 13.7. The Buyer cannot use or register trademarks or trade names identical to, confusingly similar to, or incorporating any of the Seller's trademarks or trade names.
- 13.8. The Buyer will indemnify the Seller against any claims, losses, or liabilities caused by the Buyer's or its customers' non-compliance with this clause.
- 13.9. Subject to clause 13.10, the Seller's sole liability for third-party IPR infringement claims is to indemnify the Buyer against liabilities resulting from the Buyer's use of the Products.
- 13.10. The indemnity in clause 13.9 does not apply to claims arising from:
 - a) unauthorized modifications to the Products;
 - b) Products manufactured to the Buyer's specific instructions;
 - c) the Buyer's breach of contract; or
 - d) losses the Buyer could have mitigated.
- 13.11. The Buyer must promptly notify the Seller of any infringement claim and cannot admit to or settle any claim without the Seller's prior written consent. The Seller has the right to defend such claims, and the Buyer must provide reasonable assistance.

14. Export Terms

- 16.1. The Buyer is solely responsible for:
 - a) Obtaining all necessary licenses, authorizations, and certifications required for the export of the Products from Seller's Country and for any subsequent re-export.
 - b) Obtaining all necessary licenses, authorizations, and certifications required for the import of the Products into the destination country.
 - c) Complying with all applicable export and import laws and regulations of Seller's Country, the destination country, and any transit countries.
- 16.2. The Seller shall:
 - a) Provide the Buyer with reasonable assistance in obtaining necessary export documentation, including providing information regarding the Products' transfer, use, disposition, end-use, source of supply, nationalities, and potential re-export, as reasonably requested by the Buyer.
 - b) Promptly respond to the Buyer's reasonable requests for information related to the Products that may be required for export or import clearance.
- 16.3. The Buyer is responsible for all costs, fees, and charges associated with the licenses, authorizations, and certifications it is required to obtain under this clause.
- 16.4. The Buyer shall provide the Seller with all information reasonably required by the Seller concerning the destination and intended use of the Products. This information shall be provided in a timely manner to allow the Seller to:
 - a) Comply with all applicable export control laws and regulations.
 - b) Fulfill any tax obligations related to the sale.
 - c) Trace the end-user for technical purposes, if necessary.
- 16.5. Notwithstanding anything to the contrary in this clause, the Seller shall have no obligation to:
 - a) Obtain any export licenses or authorizations on behalf of the Buyer;
 - b) Arrange for the transportation or insurance of the Products.
 - c) Assume any liability for the Buyer's failure to obtain necessary export or import licenses or comply with applicable laws and regulations.

17. Sanctions and Export Controls

- 17.1. The Buyer acknowledges and agrees that in performing this Contract it is familiar with the Sanctions and Export Controls relevant to its performance of this Contract, that it must comply with the Sanctions and Export Controls and that it is solely responsible for ensuring its compliance with the Sanctions and Export Controls.
- 17.2. Buyer shall not take any action that would cause Seller to be in breach of, or otherwise be exposed to adverse consequences under, any Sanctions or Export Controls.
- 17.3. Buyer warrants that it is not a Sanctioned Person.
- 17.4. Buyer warrants that it is not the subject of any claim, proceeding, formal notice or investigation (of which it has been notified) relating to a violation or alleged violation of any Sanctions and that no circumstances exist which may give rise to any such claim, proceeding, formal notice or investigation.
- 17.5. Buyer represents and warrants that it will not engage in any transaction which directly or indirectly circumvents or is intended to circumvent any sanctions or export controls.
- 17.6. The Buyer shall not, directly or indirectly, sell, supply, export, re-export, transfer, release, lease, ship or make available (or facilitate the doing of any of the foregoing) the Products (or any information or intellectual property related to the Products) to or for the benefit of a Sanctioned Person.
- 17.7. The Buyer shall not, directly or indirectly, sell, provide, export, re-export, transfer, release, lease, consign, or otherwise make available (or facilitate any of the foregoing) the Products (or any information or intellectual property rights related to those Products) to any Person in, or for use in, a Sanctioned Territory, including but not limited to any entity located, incorporated, constituted, or headquartered in, any natural person ordinarily resident in, the government of, or any entity owned, controlled, or acting on behalf of, a Sanctioned Territory.
- 17.8. The Buyer shall undertake its best efforts to ensure that the purpose of clause 17.7 is not frustrated by any third parties further down the commercial chain.
- 17.9. Any violation of clauses 17.1 to 17.8 shall constitute a material breach of an essential element of this Contract, and Seller shall be entitled to seek appropriate remedies, including, but not limited to immediate and unilateral termination of the Contract without recourse and the Buyer will not be entitled to claim for damages, specific performance or other relief. In such an event, and without prejudice to any other remedy and/or indemnity or claim for damages, Clause 10.11 shall apply to the Seller.
- 17.10. The Buyer shall immediately and without delay notify Seller if it (a) becomes aware that any one of clauses 17.1 – 17.8 is no longer true; (b) detects any activities by third parties that could frustrate the purpose of paragraph 17.8; or (c) there has been, or there is a risk of, a violation of (or negative consequences for Seller) Sanctions or Export Controls.
- 17.11. At any time upon request, the Buyer agrees to provide Seller without delay any Information (including the end destination and end user) reasonably requested for the purpose of ensuring compliance with the obligations under this clause 17 as well as to meet tax obligations.
- 17.12. Where the Buyer has informed Seller of downstream third parties and the end destination of the Products (whether during negotiation or at the time of entering into the Contract), the Buyer shall inform Seller before making any changes, and Seller reserves its right to terminate the Contract if it has reasonable cause to suspect the change gives rise to a risk of a violation of Sanctions, Export Controls or Seller's own policies and /or is detrimental to Seller's reputation.
- 17.13. The Buyer shall implement adequate policies and procedures to ensure compliance with Sanctions and Export Controls and shall conduct appropriate due diligence on its own customers, maintaining an adequate

Galperti Tech Forged Products – General Terms of Sale

monitoring mechanism to detect conduct by its own customers that would frustrate the purpose of clause 17.7.

- 17.14. The Buyer will be responsible for and will release, indemnify and hold harmless Seller from and against any claims, losses, damages, costs (including legal fees), expenses, penalties and liabilities caused by any violation, error, mistake, failure or omission by the Customer, or its own customers, to comply with this clause 17.

18. Right to Assign

- 18.1. The Seller shall be entitled to assign and transfer all or any of its rights, title and interest in and under this Contract to: (i) any company in the same Group as the Seller; (ii) any company controlled by the Seller; or (iii) any company controlling the Seller, without the consent of the Buyer. For the purposes of this provision "Group" means the Seller and any company which directly or indirectly controls, is controlled by or is under common control with the Seller.
- 18.2. Without prejudice to clause 18.1, the Seller shall not be entitled to assign or transfer any of its rights, title or interest in and under this Contract to any third party without the Buyer's prior written consent.

19. Entire Contract

- 19.1. This Contract (and any documents referred to in it) sets out the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, unless expressly provided otherwise in such agreements, promises, assurances, warranties, representations and understandings between them.
- 19.2. Unless otherwise expressly agreed in writing between the parties, each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this Contract, provided that this clause shall not exclude any liability for fraudulent misrepresentation.

20. Waiver

- 20.1. No failure or delay by a party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Variation

- 21.1. No variation of this Contract shall be effective unless it is in writing and signed by the Parties.

22. Severance

- 22.1. If any provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity or enforceability of the rest of this Contract.
- 22.2. The Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. No agency, partnership etc

- 23.1. Nothing in this Contract is intended to create a partnership or joint venture between the parties, constitute any party the agent of the other, or authorise a party to enter into commitments for or on behalf of the other party.

24. Non-exclusive rights

- 24.1. Except as expressly provided otherwise, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided at law. Pending resolution of any dispute, Buyer shall continue to perform its obligations under the Contract.

25. Language

- 25.1. The language of the contract is the English.
- 25.2. Any notice or other documents given under or in connection with this Contract shall be in English. Any translated version of it is purely for the convenience of the parties and the English version of this Contract shall prevail if there is a conflict.

26. Notice

- 26.1. Any notice under this Contract ("**Notice**") shall be in writing signed by or on behalf of the person giving it and sent to the Address for Notices of the relevant recipient party as set out in the Purchase Order.
- 26.2. Notices must be served by one of the following methods:
- a) by hand to the relevant address for Notices and shall be deemed serviced upon delivery if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time;
 - b) if sent in Italy by registered mail to the relevant Address for Notices; or
 - c) by pre-paid international airmail to the relevant Address for Notices.
- 26.3. Routine communications relating to the execution of this Contract may be made by e-mail. It is also understood that no variation of this Contract will be valid unless contained in a specific document duly signed by the Parties.

27. Counterparts

- 27.1. This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one Contract.

28. Governing Law and Jurisdiction

- 28.1. Any dispute between the Parties which arises out of or in connection with this Contract, or the interpretation, application, implementation, validity, breach or termination of this Contract or any provision thereof, shall in the first instance be negotiated by the Parties at the management level.
- 28.2. Should a resolution of such dispute or disagreement not be obtained within sixty (60) days after one Party sends to the other Party a formal written notice requesting for negotiation, either Party may submit the dispute to International Chamber of Commerce of Geneva ("ICC") for arbitration, by a panel of three (3) arbitrators, with each Party selecting one arbitrator. The presiding arbitrator, who must be of a nationality other than those of the Parties, should be selected by the two party-appointed arbitrators. If the presiding arbitrator cannot be appointed within thirty (30) days after both arbitrators have been appointed, ICC should be the appointing authority.
- 28.3. The place of the arbitration is Geneva, and the language of the arbitral proceedings is English.
- 28.4. By way of partial exception to the foregoing, the Buyer shall be entitled to initiate legal proceedings before the courts of the location of the Buyer's registered offices or before the courts of the location of the Seller's registered offices or any other courts which have jurisdiction vis-à-vis the Seller, both for urgent and/or precautionary injunction or relief (including, by way of example and not by way of limitation, proceedings for the enforcement of warranties relating to this Contract, including proceedings for the return to the Seller of Goods), and for trial/ordinary judgment, upon the

Galperti Tech Forged Products – General Terms of Sale

condition however that, in the latter case, the Buyer has not previously initiated arbitration proceedings. The possible invalidity of this clause 28.4 shall in no way affect the validity of articles 28.1 to 28.3 above

- 28.5. This Contract should be governed by and construed in accordance with those provisions of United Nations Convention on Contracts for the International Sale of Goods that do not conflict with the terms set forth in this Contract. Questions which are not expressly settled in this Contract or in the United Nations Convention on Contracts for the International Sale of Goods are to be settled under German Law, without regard to its principle of conflict of laws.