

## GENERAL CONDITIONS OF SALE – SAES GETTERS S.p.A.

### **1. APPLICABILITY - ALTERATIONS AND ADDITIONS**

1. The following General Conditions of Sale and any other document attached to same or referred to by same, including the safety Data Sheets (collectively the “Contractual Documents”) constitute the entirety of regulations governing the agreement between the parties, supersede and replace all previous quotes, orders, correspondence and any other communication of any nature, written or spoken, between SAES Getters S.p.A. (“SAES”) and the BUYER (“BUYER”).

2. Submitting a purchase order means acceptance of the General Conditions of Sale hereunder by the BUYER. All purchase orders are subject to written acceptance by SAES. Any and all terms in BUYER’s purchase orders, conditions of purchase which vary, conflict or are in any way inconsistent with the General Conditions of Sale hereunder are rejected by SAES and cannot be deemed to be part of the agreement unless specifically signed by SAES.

3. If no claim is notified by the BUYER within 10 days from the receipt of the order confirmation, this shall be deemed compliant with the order and accepted.

4. The drawings, measurements, overall sizes, tolerances, weight, consumption, performance of SAES products (the “Products”), as well as the construction, function and use specifications of the Products and the suitability of same for their destined use by the BUYER, if and to the extent they are provided by BUYER, are binding for SAES only if they are specifically accepted in writing by the same and are expressly indicated in the Contractual Documents. The references to Incoterms contained herein and in any other Contractual Document shall be referred as the Incoterms 2020 edition or any subsequent edition in place upon receiving the order confirmation by SAES.

5. As some of SAES Products require particular care in their use, the BUYER undertakes to read with diligence all the information contained in the relative Safety Data Sheets and the Operator Manual and perform all the measures to prevent any dangerous event indicated by same from taking place.

The BUYER also undertakes to inform the employees who, directly or indirectly use, work, handle or come into contact with such Products, of the contents of the Safety Data Sheet.

### **2. PRICE**

1. Unless otherwise agreed and specified, the prices quoted are understood to be FCA our plant (Incoterms 2020). In all cases the prices are net of VAT, customs duties, special packaging costs, insurance policies, taxes and any other additional costs. SAES can prepay freight and insurance charges, as well as packing (whether special or not), as per the Products upon BUYER’s request and will list the concerning expenses on the invoice. Any additional expenses sustained by SAES in the supply of the Products shall be invoiced separately.

### **3. CONDITIONS OF PAYMENT**

1. Payment of the supply shall take place in full, in the specified currency and pursuant to the terms specified in the invoice. Except where otherwise indicated, the payment shall be made at SAES office.

2. The BUYER shall have no right, under any circumstances, to defer payment beyond the term indicated above, in particular because of delays in the delivery of the Products, claims of whatever nature relating to the delivery of the Products. Pursuant to Italian Law no. 231/2002, applying the EU Directive 2000/35, in the event of delay in payment, if the payment is effected within 20 calendar days as of the date on which payment is due, SAES will not require any penalty interest. If the payment is effected later than 20 calendar days as of the date on which payment is due, the BUYER will have to pay SAES penalty interests at a rate equal to the one applied by the European Central Bank to its most recent main refinancing operation plus at least 3 percentage point, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.

4. If the financial conditions of the BUYER degenerate to such a level that doubts are placed upon its solvency, or in the case of non-payment of any previous deliveries by the BUYER, SAES shall have the right to stop the delivery, unless a suitable guarantee is given by the BUYER or same provides total payment of any other outstanding accounts, before the delivery.

### **4. TERMS OF DELIVERY**

1. Unless otherwise agreed and specified, the delivery will take place as soon as the Products are available.

2. Unless otherwise agreed and specified, the Products shall be delivered FCA our plant (Incoterms 2020). In the absence of precise instructions from the BUYER, the shipping will take place by the method of transport which SAES considers most appropriate. The Products shall be insured against transport risks only upon request by the BUYER who shall pay the related expenses.

### **5. FORCE MAJEURE**

1. SAES shall not be considered as being in default of the obligations provided for herein if said default is due to a force majeure. Force majeure is understood to be any event beyond the control of SAES such as, by way of example but not limited to, natural disasters, government acts, laws or regulations, epidemic, pandemic, national or corporate strikes, or any other reasons beyond its control such as lack of means of transport, fuel or energy, manpower, spare parts or materials or non performance or delay on the part of the suppliers.

### **6. TRANSFER OF RISK AND OWNERSHIP**

1. Unless otherwise agreed and specified, all risks and liabilities inherent to the Products sold, together with the ownership of such Products, shall pass to BUYER at the time of delivery of the Products as defined in Article 4 above.

### **7. CONFORMITY DELIVERED - ORDERED**

1. Any discrepancy between the Products ordered and delivered must be notified by the BUYER no later than 7 days from the receipt of the Products. When said term has elapsed without notice from the BUYER, the Products delivered shall be deemed conforming to the purchase order as confirmed by SAES.

### **8. WARRANTY**

1. SAES guarantees that the Products delivered shall be free from operational and material defects and shall comply with the construction and functional data and specifications indicated in the Contractual Documents.

2. This warranty shall have a term equal to the earlier of a) TWELVE (12) MONTHS from delivery or b) the shorter expiration date indicated for page getters, pastes, inks, sealants, dryers and lacquers on the product label. For Products which require installation at BUYER’s facility by SAES personnel, the warranty shall have a term of TWELVE (12) MONTHS from the date of installation or FOURTEEN (14) MONTHS from the date of delivery, whichever term is shorter. Subject to the remainder of this Article 8, any action by BUYER for any alleged breach of this warranty shall be brought in writing by BUYER within thirty (30) days of BUYER’s discovery of the breach. This warranty shall only apply to the BUYER and may not be assigned.

3. During the term of the warranty set forth above, SAES will promptly repair the Products which for their features can be repaired and which do not conform to the specifications and which BUYER returns to SAES at the address provided. Unless otherwise agreed and specified, BUYER shall be responsible for all transportation charges incurred in returning Products to SAES for repair; BUYER shall have obtained a Returned Material Authorization (“RMA”) number and specific shipping instructions from SAES before shipment of the Products to SAES. SAES shall not unreasonably deny BUYER authorization to ship Products to SAES. SAES shall return repaired Products to BUYER, with transportation charges prepaid by SAES, unless otherwise agreed.

4. If SAES, in its sole discretion, determines that it is not commercially practicable to repair Products returned by BUYER, and in case of Products which for their features cannot be repaired, SAES at its own option will either (i) replace those Products or (ii) refund the purchase price to BUYER, less the reasonable pro-rated rental value of the Products, if any, for the period during which BUYER used them prior to its discovery of their failure to comply with the warranty set forth above.

BUYER expressly agrees that should SAES replace returned Products, the replacement Products may consist of or contain refurbished goods and/or parts, where technically feasible. Any

refurbished goods or parts SAES ships to BUYER under this Article shall be equivalent to new in performance, shall meet SAES' published specifications or the specifications agreed to by BUYER and SAES in writing and referring to the purchase order, and shall be subject to the limited warranties set forth in this Article. SAES shall be responsible for any transportation charges incurred in shipping replacement Products to BUYER.

5. The warranty set forth above shall not apply to defects resulting from (i) loss or damage in transit; (ii) unreasonable or inadequate storage, installation, maintenance; (iii) accident; (iv) BUYER's attempt to make or cause to be made any repairs or alterations on the Products and parts covered during the warranty period without the prior written permission of SAES; (v) BUYER's acts or omissions which subject the Products to different environments than are set forth in the applicable specifications, including without limitation BUYER's use of toxic, corrosive or caustic liquids and/or gases with the Products; (vi) BUYER's negligence, mishandling, misuse, abuse or use which is not in accordance with SAES' specifications and instructions; or (vii) any defects in those purchased Products which BUYER has detected after the end of the term of the warranty herein or that has not claimed within the terms herein established. SAES reserves the right to examine the Products returned to determine if the warranty is applicable.

THE LIMITED WARRANTY EXPRESSED ABOVE IS IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY IS MADE HEREUNDER BY SAES AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS EITHER EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OR WARRANTIES RELATING TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. SAES MAKES NO WARRANTY THAT THE PRODUCTS DO NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR SIMILAR RIGHTS OF THIRD PARTIES AND SAES DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

#### **9. LIMITATION OF LIABILITY**

1. The sole and exclusive remedy for breach of warranty concerning the Products shall be repair, where feasible, or replacement or refund as per Article 8 above and they exclude any further liability on SAES. SAES shall not be held liable for any damage, loss or increased expense deriving, directly or indirectly, from the defective Products, except where the BUYER proves that the said defects are the result of wilful misconduct or gross negligence on the part of SAES.

The maximum liability of SAES, including attorney's fees, for any and all damages arising out of, or in connection with, the sale of Products shall be limited to the price of the Products.

2. SAES shall have no liability to BUYER resulting from any use of the Products in modified form, as adapted for use in other products, and/or in combination with other products or components not provided by SAES.

3. UNDER NO CIRCUMSTANCES SHALL SAES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, EXCESS REPROCUREMENT COSTS OR SPECIFIC INTERRUPTION IN USE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OR HOWEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

4. Notwithstanding any implication to the contrary, SAES shall have no liability whatsoever unless and until BUYER shall have paid the full purchase price of all Products delivered.

#### **10. TERMINATION**

1. This agreement shall automatically terminate, and SAES shall be released from any further obligation, in the event the BUYER is subject to bankruptcy proceedings or bankruptcy of any nature.

2. SAES reserves the right to terminate this agreement in the event that (i) any breach by the BUYER of the provisions contained herein which is not cured within 15 days from the notice sent by SAES; or (ii) the ordered Products are not collected by the BUYER no later than 3

months after the date of the agreed delivery.

3. In case of refusal and/or export ban decisions or any other kind of measures that could limit or forbid the exportation of the Products, issued from the competent Italian and/or European Union Authority, against SAES, SAES could first suspend and eventually totally cancel and/or annul the order, without being responsible of such events and thus being exempted from any liability, even in terms of damages.

With the cancellation and/or annulment of the order, SAES shall return to the BUYER any down payment which should have been paid by the latter, without any interests nor revaluation obligation.

#### **11. LAW & DISPUTES**

1. The validity, performance and construction of the present Conditions of Sale and any sale made hereunder shall be governed by the laws of Italy.

2. Any dispute arising from, or in relation to, dealings specified herein shall be subject to the exclusive jurisdiction of the Court of Milan.

#### **12. PRIVACY**

1. Pursuant to the regulations on the protection of personal data in force, we hereby inform that any personal data provided by BUYER in order to fulfil all the contractual obligations, including the personal data of the BUYER's employees, consultants and contractors and parties involved, in any event, in the execution of this agreement ("Data"), shall be processed in compliance with the applicable personal data protection regulations and the confidentiality obligations pertaining to SAES' business.

In the event of doubts on the characteristics of the processing of the Data, the BUYER may contact SAES at [privacy@saes-group.com](mailto:privacy@saes-group.com) or contact the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

##### *Data Controller*

The Data Controller is SAES Getters S.p.A., with registered office in Viale Italia 77, 20045 - Lainate (MI), Italy, Tax Code and VAT no. 00774910152.

##### *Data collected and processed*

SAES collects and processes only data that is pertinent and does not go beyond the purposes of the processing specifically biographical and contact data (such as, but not limited to, contact information, name, job title, address, telephone number, and/or e-mail address). SAES, therefore, only collects data necessary to perform the contract to which this information pursuant to the Data Protection Law is an integral part: the BUYER is asked not to provide unnecessary data, which will, in any event, be immediately deleted.

The BUYER is also asked not to communicate to SAES personal data of third parties unless this is strictly necessary to achieve the purposes of the processing: in this case, the BUYER shall fulfil the legal obligations regarding the protection of personal data and in particular, to inform the third parties of the communication of their data and obtain their consent, if necessary.

With regard to the personal data of the BUYER's employees, consultants and contractors and parties that involved by the BUYER, in any event, in the execution of the Contract, the BUYER is hereby reminded to provide the data subjects with a copy of this information pursuant to the Data Protection Law at the latest at the time that the data in question is communicated to SAES.

##### *Purposes of processing and legal basis*

###### *a) Execution of the sale contract*

The Data shall be processed to perform the sale contract concluded by the BUYER and SAES; such data processing includes, among others: the sending of information and service communications pertaining to the execution and management of orders and the shipping of products purchased; the execution of administrative-accounting activities, the fulfilment of tax obligations and the management of any disputes.

For the same purposes, the Data may be communicated to public authorities and to third party providers of services that are accessory and necessary to the execution of the sale contract (e.g. shippers and couriers to manage shipments and deliveries, banks and credit institutes to manage payments, advisors and independent professionals assigned to oversee administrative-accounting obligations). Those parties shall process the Data, depending on the case, as autonomous data controllers, or data processors by virtue of a specific written assignment granted to them by SAES.

The Data may also be disseminated in execution of legal obligations.

The legal basis for that processing lies in the need to perform the sale contract and to fulfil the related legal obligations.

Processing the Data described above is necessary, as it is connected with and instrumental to establishing, continuing, and correctly managing the contractual relationship: therefore, any refusal to provide the Data may make it impossible to establish or perform the sale contract.

- b) Sending of gifts, commercial communications, invitations to events, surveys and market research

The Data will be processed in order to implement, develop and/or strengthen current business relationships with a view to offering services and/or products that are similar and better than those already purchased or that you might purchase.

As part of this processing, it is envisaged, by way of example:

- sending gifts by post (e.g. branded pens and diaries);
- sending, via email, information communications with commercial or promotional content relating to the business of SAES and the other companies in the SAES Group;
- sending, via email, invitations to events organised by SAES and the other companies in the SAES Group;
- sending, via email, invitations to participate in surveys and market research, whose results will be managed in an anonymous, aggregated form, for the sole purpose of improving the business of SAES and the SAES Group, and the products and services offered.

For the same purposes, the Data may be communicated to third party providers of accessory services (e.g. communications agencies for the drafting and sending of commercial and promotional communications, communications agencies and travel agencies assigned to organise events and any travel, statistical analysis companies to conduct surveys and market research). Those parties shall process the Data, depending on the case, as autonomous data controllers, or data processors by virtue of a specific written assignment granted to them by SAES.

The list of such data processors is available by simply making a request to SAES.

The legal basis for that processing lies in the legitimate interest of SAES to promote and improve its business and that of the SAES Group, and to develop commercial relationships. SAES carried out a Legitimate Interest Assessment ("LIA") covering this data processing, at the conclusion of which it was found that the processing of data presents no particular risk to the rights and freedoms of the data subjects and that, therefore, it is compatible with the BUYER's position, as it is reasonable to believe that the BUYER has the same interest in remaining informed on the developments of the business and on any additional activities of SAES and the SAES Group and that, by communicating the BUYER's data to SAES, the BUYER expects to receive those communications. The BUYER may always, at any time, object to the receipt of those communications or the use of one or more of the addresses provided by following the procedure at the bottom of the communications, or by contacting SAES at [privacy@saes-group.com](mailto:privacy@saes-group.com), or contacting the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

Processing the Data described above is not necessary to perform the sale contract, and the BUYER's objection, if any, to the receipt of those communications shall not hinder the execution of the sale contract in any way.

#### *Communication and transfer of the Data abroad*

The Data shall also be communicated to subsidiaries and associates of the SAES Group (acting, unless otherwise provided, as independent data controllers) if necessary to perform the sale contract and to fulfil legal obligations, in addition to administrative-accounting purposes (thus, by virtue of the legitimate interest of SAES) and, in that context, may be transferred outside the European Union.

Any transfer shall be made to the extent that is necessary to perform the sale contract.

#### *Processing methods*

In relation to the purposes indicated, the Data shall be processed using manual and automated means that ensure the protection of the Data by design and by default, appropriate to guarantee its security and confidentiality, with logics strictly linked to the specific purposes, by staff to which SAES has provided suitable operating instructions, with specific regard to the purposes of processing and processing methods, as well as to the security measures adopted.

#### *Data storage periods*

The Data shall be stored in a form that allows for the identification of the BUYER for a period of time no longer than that necessary to achieve the purposes of the processing and, in particular:

- as regard the purposes of execution of the sale contract, for the entire period of the duration of the relationship and for the subsequent period necessary to fulfil the related tax, accounting and labour law obligations, and to ensure the legal protection of the rights of SAES;
- with regards to the purposes of sending gifts, commercial communications, invitations to events, surveys and market research, up to 18 months following the expiry of the sale contract, which may be extended by subsequent periods of 18 months where the data subject, following contacts with SAES and the continued interest shown in SAES' products and services, does not object to the processing, in the manner indicated in this notice or at the foot of each communication sent.

#### *Your rights*

At any time, the BUYER may exercise the other rights granted to the same pursuant to the regulations on the protection of personal data in force and, in particular, the right to ask the data controller where appropriate for confirmation as to whether or not personal data concerning the BUYER is being processed, access to data and the rectification or erasure of said data or restriction of processing the Data; the right to object to such processing; the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, the right to portability of the Data; the right to bring action before the legal authorities, or to lodge a complaint with the competent supervisory authority for protection of personal data.

The BUYER may exercise these rights by contacting SAES at [privacy@saes-group.com](mailto:privacy@saes-group.com) or contacting the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

The BUYER may also request the complete list of recipients of the Data, at any time. For information or clarifications on its rights, the BUYER may contact SAES at the same addresses.

#### *Data Protection Officer*

SAES has appointed its own Data Protection Officer, who can be contacted at the addresses below for information on data processing and the rights of data subjects: Mr. Sergio Amato (e-mail: [dpo@saes-group.com](mailto:dpo@saes-group.com); Tel. +39 02 80 89 6560).

#### *Additions*

In the event of substantial amendments to this information pursuant to the Data Protection Law, SAES shall send the BUYER an email to notify it of the changes and obtain any request to exercise the rights described above.

### **13. COMPLIANCE WITH LAW & REGULATION**

1. BUYER declares that shall not violate the laws or regulations of Italy or any other country in which he performs its services or activity, including, without limitation, laws and regulations pertaining to corruption or bribe, conflicts of interest, post-Government employment, or the disclosure of source selection or proprietary information, intellectual property law.

BUYER hereby acknowledges the provisions of Italian Legislative Decree no. 231 of 8<sup>th</sup> June 2001 (the "Decree") and subsequent amendments and additions, undertaking to comply with all the provisions and obligations set forth therein, also stating that it has never incurred sanctions provided for by the Decree.

2. BUYER also: (i) acknowledges that SAES has adopted its own Organization, Management and Control Model as provided by the Decree (the "Model"), a Code of Ethics and Conduct (the "Code of Ethics"), an anti-corruption code (the "Anti-corruption Code") and a code of business conduct (the "Code of Business Conduct"); (ii) declares to have read and accept the General Part of the Model (as available at the following link: [https://www.saesgetters.com/wp-content/uploads/2024/01/MOG-231-Parte-Generale-ENG\\_final-19.12.2023.pdf](https://www.saesgetters.com/wp-content/uploads/2024/01/MOG-231-Parte-Generale-ENG_final-19.12.2023.pdf)), the Code of Ethics, (as available at the following link: [https://www.saesgetters.com/wp-content/uploads/2023/06/SAES\\_Code-of-Ethics-SAES-2014.pdf](https://www.saesgetters.com/wp-content/uploads/2023/06/SAES_Code-of-Ethics-SAES-2014.pdf)), the Anti-corruption Code (as available at the following link: [https://www.saesgetters.com/wp-content/uploads/2024/02/Anti-Corruption-Code-SAES-Group\\_07.06.22.pdf](https://www.saesgetters.com/wp-content/uploads/2024/02/Anti-Corruption-Code-SAES-Group_07.06.22.pdf)) and the Code of Business Conduct (as available at the following link: <https://www.saesgetters.com/wp-content/uploads/2023/06/Code-of->

[business-conduct-SAES-Group\\_07.06.22.pdf](#)), undertaking (also for its employees, representatives, consultants, shareholders and/or directors pursuant to art. 1381 of the Italian Civil Code) to have a behavior compliant with the provisions, principles and standards set forth in the Decree itself, in the General Part of the Model, in the Code of Ethics, in the Anti-corruption Code and in Code of Business Conduct. Furthermore, BUYER undertakes to satisfy any request for information and/or documents coming from the SAES' Supervisory Body, appointed pursuant to the Decree.

BUYER' non-compliance to the provisions contained in the mentioned documents is deemed to be a material breach of this agreement and will provide SAES with the right to terminate this agreement immediately according to art. 1456 of the Italian Civil Code and without prejudice to the right to compensation for damage.

3. BUYER acknowledges SAES' Whistleblowing Policy aimed at regulating the management of Whistleblowing reports, as it is available in the dedicated section of SAES' website ("Whistleblowing Policy"). In particular, the Whistleblowing platform is available to those who intend to report, in good faith, behaviors or events that may constitute violations of laws or regulations or violations of SAES' procedures or that, in any case, are not compatible with ethical behavior. For further information regarding the management of reports, the categories of subjects who can send a report and the rights recognized to them, please refer to the Whistleblowing Policy.

#### **14. EXPORT**

1. BUYER understands that certain transactions of SAES might be subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export, re-export or transfer of certain products and technology to certain countries or certain subjects. Any and all obligations of SAES to export, re-export or transfer Products as well as any technical assistance and training, will be subject in all respects to such Export Regulations. BUYER assures and guarantees that it will not re-export and/or otherwise transfer the Products to entities or individuals subject to export/import restrictions, embargoes or similar. BUYER warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to BUYER. BUYER shall take all actions that may be reasonably necessary to ensure that neither BUYER nor any end users contravene such Export Regulations. BUYER shall indemnify SAES against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from BUYER's or its customers' breach or non-compliance with this section.

2. BUYER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 where applicable ("No Russia Clause").

3. BUYER shall undertake its best efforts to ensure that the purpose of the No Russia Clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

4. BUYER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the No Russia Clause.

5. Any violation of paragraphs (2), (3) or (4) of the No Russia Clause shall constitute a material breach of an essential element of this agreement, and SAES shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediate termination of this agreement pursuant to art. 1456 of the Italian civil code and (ii) a penalty of 80% of the total value of this agreement or price of the goods exported, whichever is higher.

BUYER shall immediately inform SAES about any problems in applying paragraphs (2), (3) or (4) of the No Russia Clause including any relevant activities by third parties that could frustrate the purpose of the same. BUYER shall make available to SAES information concerning compliance with the obligations under paragraphs (2), (3) and (4) within two weeks of the simple request of such information.

#### **15. MISCELLANEOUS**

1. This Agreement shall not be assignable by BUYER.

2. If any term of this Agreement is held to be illegal or unenforceable, such term shall be severed from this agreement and the remaining terms shall remain in force.

3. BUYER acknowledges and accepts the prohibition of using SAES' confidential information in artificial intelligence systems ("AIS") to carry out any activities, including those governed by these General Conditions of Sale. Even in the event that SAES expressly approves the use of AIS for the activities covered by this agreement, the BUYER guarantees: (i) to use AIS in compliance with the applicable legislation and without prejudice to the principles of diligence and good faith and (ii) that it shall not provide AIS with data, information and documents that contain any personal data, confidential information identifiable as such by current regulations and SAES' and/or third parties' intellectual property rights that are not yet public.