

GENERAL TERMS & CONDITIONS OF PURCHASE - SAES GETTERS S.p.A.

1. The following terms and conditions (the "General Terms of Purchase") apply to and are deemed to be incorporated in any and all purchase orders ("Purchase Order/s") by SAES Getters S.p.A. ("SAES"). "SAES" shall mean any and all Italian companies, firms and legal entities with respect to which now or hereafter SAES Getters S.p.A., directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity.

Special or particular conditions amending the present General Terms of Purchase shall be added on the Purchase Order and approved in writing by us. The supplier ("Supplier") shall be deemed to accept the present General Terms of Purchase, upon commencement of performance of the Purchase Order, even if it does not return the enclosed copy duly signed, being such General Terms of Purchase an essential part of the Purchase Order. The acceptance of the present General Terms of Purchase shall be deemed a waiver of Supplier's conditions of sale.

All other terms and conditions which are or may be contained in Supplier's quotations, invoices, offer or acceptance documents are hereby expressly rejected and superseded by these General Terms of Purchase and the specific conditions inserted in the Purchase Order.

2. In all the invoices, transportation documents, packing list, letters and similar, the Supplier shall always have to quote all our references, our Purchase Order number, packing list number. Invoices shall be sent in one original to our registered offices, at the attention of the Accounting Department, or alternatively shall be sent electronically to the e-mail address separately identified.

3. The packing list shall always be together with the goods. In addition to what required in point 2 above, they should clearly state name and address of the Supplier, quantity delivered, drawings number and a precise description of the delivered goods. Transportation documents shall indicate whether the delivered quantity settles the Purchase Order or is a partial delivery. We will be entitled to reject the goods ordered if the relevant documents do not comply with the requirements set in the present point.

If the supply involves products considered dangerous goods or that need to be handled or stored with care, Supplier need to provide via e-mail or priority mail the Safety Data Sheets before the delivery of the Goods. Supplier need to send the Safety Data Sheet for the first supply or in case of subsequent changes. The Supplier will be considered responsible for any damages caused to people and/or things that may result from failure to send the Safety data Sheet or from the omission of the information contained in such document.

4. Unless otherwise stated on the Purchase Order, the goods shall be deemed delivered upon receipt at the warehouse at our registered offices. Quantity and weight will be the ones we acknowledge upon delivery, as above defined. Risks and liabilities of the goods will be transferred to us only upon delivery, as above defined.

5. The delivery terms, the price and the terms of payment of the goods and/or of performance of the services are defined in the Purchase Order and are essence for SAES. The acknowledgment of the Purchase Order by the Supplier means that the Supplier undertakes to comply with the delivery terms.

In the event Supplier fails to comply with the Purchase Order or even also in case of partial deliveries, without affecting our right to claim greater damages, we will be entitled to:

a) maintain the Purchase Order applying a penalty equal to 2% of

the value of the undelivered goods for each week of delay, for a maximum of 10%, without prejudice to the right to higher damages; the Supplier agrees to pay the penalty within 30 days from the delay provided that we shall have the right to set off the amount due to the Supplier with the price of the goods;

b) terminate the Purchase Order with reference to the quality of the goods or services late delivered, by registered mail, being the offer as per article 1517 of the Italian Civil Code waived;

c) purchase elsewhere the goods at Supplier's risk and expenses, even if the circumstances listed in article 1516 of the Italian Civil Code do not occur.

Supplier shall be liable for any delay or breach of contract arising out of or in connection with this General Terms of Purchase, and SAES shall be refunded for all damages arising out or in connection with delay or default, subject to the provisions of Article 24 below.

6. We do not take any liability for the goods supplied in excess compared to the quantity ordered, even if accepted at the delivery address.

7. Packaging, labeling, shipping, shall be made pursuant to relevant applicable law and pursuant to the provisions of the Safety Data Sheet. Supplier expressly undertakes to use packaging material which is environmental friendly, recyclable, or with a low environmental impact. If not otherwise agreed, the prices are fixed and invariable.

8. Delivery does not mean acceptance of the goods, since we shall have a reasonable time after delivery to inspect conditions, quality and quantity of the goods through our Quality Control Units and/or by mean of specialized external labs. Payment of the Purchase Order shall not be deemed an acceptance of the delivery. Last paragraph of article 1513 of the Italian Civil Code will not be applicable in the event we do not request the competent judicial authority to verify quality and conditions of the goods pursuant to article 696 of the Italian Civil Procedure Code.

9. The Supplier warrants for 24 (twenty-four) months from delivery that the goods are free from any defect and fault, that they do not infringe any third parties intellectual property rights and that will comply with all statutory requirements, applicable regulations relating to the sale of the goods, their import or export, labeling, packaging, health and safety legislation and consumer protection (if applicable).

10. We will be allowed to notify in writing the Supplier any defect detected in the goods within thirty (30) days from the date of the discovery during the warranty period set forth in article 9 above, after the delivery of the goods, even if already processed or incorporated into our products and even if invoices have already been paid.

The Purchase Order shall be deemed correctly performed upon delivery at the delivery address of the exact quantity and quality of the goods, and upon successful results of testing, if required. If some goods prove defective, we will be entitled, at our sole option, either to require the Supplier to replace such goods at the same contractual conditions or reject them without affecting our right to the reimbursement of the prices eventually paid and reimbursement of the damages suffered. In the event of notably defective goods or, in general, if the Products or services are not supplied or performed in accordance with the Purchase Order, we will be entitled to reject the whole order, including any further deliveries encompassed by it, early terminate the Purchase Order according to Article 24 below retaining the goods already delivered in compliance with the Purchase Order, and without prejudice to our right to the



reimbursement of the damages suffered. We will be also entitled to purchase elsewhere the goods ordered at Supplier's risk and expenses, as per Article 5.c) above.

11. In the event of any breach of obligations by Supplier, we will be entitled to retain any payment accrued by Supplier, even if not related to the Purchase Order concerned, as guarantee for the performance of Supplier's outstanding obligations, without the need of judicial orders or decrees. Supplier is strictly forbidden to issue drafts for the payment of the goods, since they will not be accepted and Supplier will be liable for any damages associated with such rejection. No interests will accrue on the payment retained pursuant to this Article 11.

12. Supplier is not allowed to use, copy, reproduce or disclose any drawings, data, samples, models or information we provided the Supplier with, or transfer them to third parties or use them for any purpose other than the completion of the Purchase Order. At any time and without delay the Supplier shall return them to us or destroy them, upon our request. The production of goods based on our drawings, samples or models shall be strictly limited to the quantity we order and Supplier hereby undertakes to destroy any defective or exceeding goods so tailor made. The production of goods based on our drawings, samples or models will be deemed illegal.

13. For the duration of the Purchase Order, the Supplier undertakes not to use, disclose or reveal or let its officers and employees use, disclose or reveal the information related to technical drawings, data, samples, models or commercial secrets arising out or in connection with the production process of the goods or services.

14. The Supplier is not allowed to make use of or refer to SAES' name, trade names, trademark and logo or to the Purchase Order in its advertisement without our prior written consent.

15. The Purchase Order cannot be assigned by the Supplier, without our prior written consent. Credits as well may not be assigned to third parties, without our prior written consent.

16. The present General Terms of Purchase, the Purchase Order in general and the relationship between the parties hereunder shall be governed by and interpreted in accordance with the Laws of Italy. Any dispute arising from, or in relation to the Purchase Order shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

17. Pursuant to Italian Law no. 231/2002, applying the EU Directive 2000/35, in the event of our failure to pay any amount when due (provided Article 11 above does not apply), we shall incur penalty interests at a rate equal to the current one applied by the European Central Bank to its most recent main refinancing operation plus 3 percentage points, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.

18. Pursuant to the regulations on the protection of personal data in force, we hereby inform that Supplier's personal data necessary for the Purchase Orders and the purchases we make, including the personal data of your 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 our company's business. If you have any doubts on the characteristics of the processing of the Data, you may contact us at 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 and, thus, only the data necessary to execute the Purchase Order to which this information pursuant to the Data Protection Law is attached: We ask that you do not provide unnecessary data, which will, in any event, be immediately deleted.

We also ask that you do 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, we remind you to 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 your employees, consultants and contractors and parties that you involve, in any event, in the execution of the Purchase Order, we remind you 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 Contract

The Data shall be processed to execute the contract concluded by you and SAES through the Purchase Order, including the sending of information and service communications pertaining to the execution of the relationship, ("vendor rating assessment" only for suppliers), 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 Purchase Order (e.g. 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 execute the Contract and to fulfil the related legal obligations.

The processing of 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 execute the contract with you, as it is reasonable to believe that you have the same interest in being involved in the activities of SAES and the SAES Group and that, by communicating your data to us, you expect to receive those communications. You 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 us at 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 processing of the Data described above is not necessary to execute the Purchase Order, and your objection, if any, to the receipt of those communications shall not hinder the execution of the Purchase Order in any way.

Communication and transfer abroad of the Data

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 execute the Purchase Order 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 execute the Purchase Order.

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 your identification 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 Purchase Order, 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;
- as regards the purposes of sending gifts, commercial communications and invitations to events, up to 18 months following the expiry of the Contract, which may be extended by subsequent periods of 18 months where the data subject accepts this by responding positively to the request that we will send with a month's notice on that deadline.

Your rights

At any time, you may exercise the other rights granted to you 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 you 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.

You may exercise these rights by contacting us at 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.

You may also request the complete list of recipients of the Data, at any time. For information or clarifications on your rights, you may contact us at the same addresses.

Data Protection Officer

SAES has appointed its own data protection officer, who may be contacted using the following details for information on data processing and on the rights granted to data subjects: Mr. Sergio Amato (e-mail: dpo@saes-group.com; Tel. +3902 80 89 6560).

Additions

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

19. The Supplier acknowledges and accepts the prohibition of using SAES' confidential information in artificial intelligence systems ("AIS") to carry out any activities, including those aimed at executing the Purchase Order. Even in the event that SAES expressly approves the use of AIS for the activities covered by this agreement, the Supplier 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.

20. The Supplier 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. The Supplier hereby acknowledges the provisions of Italian Legislative Decree

no. 231 of 8th 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.

The Supplier 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"), a supplier code of conduct (the "Supplier Code of Conduct"), 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) , 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),

the Supplier Code of Conduct (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2023/06/SAES-Group_Supplier-Code-of-Conduct.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) 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 Supplier Code of Conduct, in the Anti-corruption Code and in Code of Business Conduct. Furthermore, the Supplier undertakes to satisfy any request for information and/or documents coming from the SAES' Supervisory Body, appointed pursuant to the Decree.

Supplier' 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 Article 24 below.

21. The Supplier 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.

22. Neither party hereto shall be liable for its failure to perform hereunder in the event of Force Majeure. For the purpose of this term, Force Majeure means any circumstances beyond the reasonable control of a party, including but not limited to strike, riot, war, fire, act of God, accident, epidemic, pandemic, any breakdown not caused by the fault or neglect of one or both of the Parties. Following the event of Force Majeure, the party affected shall promptly inform the other party in writing of the delay and the reason of the delay.

23. If any term of this General Terms of Purchase is held to be null, avoid, inapplicable or unenforceable, such term shall be severed from this General Terms of Purchase and the remaining provision of this General Terms of Purchase shall not be affected.

24. Without prejudice to the right to damages, SAES shall have the right to early terminate the Purchase Order pursuant to Article 1456 of the Italian Civil Code, upon the occurrence of the following events:



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- a) delay in delivery of goods exceeding 10 calendar days with respect to the delivery term set forth in the Purchase Order;
- b) in case of failure of Supplier to fulfil its warranty obligations under Articles 9 and 10 above;
- c) in the case of breach of intellectual property rights of SAES and the obligation of Supplier's to protect them pursuant to Article 12 above;
- d) in case of breach of the confidentiality obligation under Article 13 above;
- e) in case of use of the SAES name, brand and / or logo without the written consent of the latter pursuant to Article 14 above;
- f) in the event of prohibition of assignment of the Order and / or the credits as per Article 15 above;
- g) in the event of breach of data processing provisions under Article 18 below;
- h) in case of breach of the provisions of the Decree, the General Part of the Model, the Code of Ethics, the Supplier Code of Conduct, the Anti-corruption Code and the Code of Business Conduct of SAES pursuant to Article 20 above.

It is being understood that the termination or early termination of the Purchase Order for any reason whatsoever, shall not affect those provisions that are expressly provided for or are intended to survive beyond such termination.