

## GENERAL TERMS & CONDITIONS OF PURCHASE - SAES Chemicals S.r.l.

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 Chemicals S.r.l. ("SCH").

Special or particular conditions amending the present General Terms of Purchase shall be valid only if stated in the Purchase Order and signed for acceptance by SCH.

The contract between SCH and the supplier ("Supplier") shall be deemed concluded upon signing of the Purchase Order by the Supplier or, regardless of such signing, upon commencement of performance of the Purchase Order by the Supplier; in this latter case the General Terms of Purchase shall be deemed tacitly accepted, 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or may be contained in Supplier's quotations, invoices, offer or acceptance documents are hereby expressly rejected and superseded by these General Terms of Purchase and the specific conditions inserted in the Purchase Order.

SCH shall be entitled to revoke the Purchase Order at any time (i) prior to its signing by the Supplier, or (ii) prior to the commencement of the execution of such Purchase Order by the Supplier, without this giving rise to any right to compensation or indemnity in favor of the Supplier.

2. In all the invoices, transportation documents, packing list, letters and similar, the Supplier shall always quote all our references, our Purchase Order number and packing list number. Invoices shall be sent in one original copy to our registered offices, at the attention of the Accounting Department, or, alternatively, 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 quantity delivered 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 this Article 3.

If the supply involves products considered dangerous goods or that need to be handled or stored with care, Supplier needs to provide via e-mail, at our address [HSEF@saes-group.com](mailto:HSEF@saes-group.com), the Safety Data Sheets, compliant with the regulations on goods, before the delivery of the goods. Supplier needs to send the Safety Data Sheets 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 documents above or from the omission of the information contained in such document.

4. Unless otherwise stated in the Purchase Order, the goods shall be deemed delivered upon receipt at our offices. Quantity and weight will be the ones we acknowledge upon delivery, as above defined, without prejudice to our right to report any discrepancies with respect to the Purchase Order within the time limit specified in Article 10 below. Risks and liabilities regarding 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 of the essence for SCH. The acknowledgment of the Purchase Order by the Supplier means that the Supplier irrevocably 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% of the value of the undelivered goods, without prejudice to the right to higher damages; the Supplier agrees to pay the penalty within 30 (thirty) days from the delay, provided that we shall have the right to set off the amount due by the Supplier with the price of the goods due to the Supplier by us; or

b) terminate the Purchase Order with reference to the quantity of the undelivered goods or services within 10 (ten) days of the term indicated in the Purchase Order itself, by registered mail or certified e-mail, reserving the right to purchase elsewhere the goods at Supplier's risk and expense, even if the circumstances listed in article 1516 of the Italian Civil Code do not occur.

Without prejudice to the provisions of Article 24 below, SCH shall be entitled to claim all damages arising out or in connection with delay or default.

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 and the purchase specifications. 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, 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 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.b) 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 interest 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 SCH 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 SCH's business. In case of doubts on the characteristics of the processing of the Data, SCH may be contacted at [privacy@saes-group.com](mailto:privacy@saes-group.com) or 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 Chemicals S.r.l., with registered office in Viale Italia 77, Lainate (MI), Italy, Tax Code and VAT no. 14499540962.

#### *Data collected and processed*

SCH 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 contract ("Contract") finalized with the

Supplier: the Supplier is requested not to provide unnecessary data, which will, in any event, be immediately deleted.

The Supplier is also asked not to communicate to SCH personal data of third parties unless it is strictly necessary to achieve the purposes of the processing: in this case the Supplier undertakes 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 employees, consultants and contractors and parties that involved by the Supplier, in any event, in the execution of the Purchase Order, the Supplier undertakes 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 SCH.

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

##### a) Execution of the Contract

The Data shall be processed to execute the Contract concluded by you and SCH 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 SCH.

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.

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

The Data will be also processed for:

- sending gifts by post (e.g. branded pens and diaries);
- sending, via email, informative communications with commercial or promotional content relating to the business of SCH and the other companies in the SAES Group, to which SCH belongs;
- sending, via email, invitations to events organised by SCH 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 anonymous, aggregated form, for the sole purpose of improving the business of SCH 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 SCH.

The legal basis for that processing lies in the legitimate interest of SCH to promote and improve its business and that of the SAES Group, and to develop commercial relationships and therefore, it is compatible with the Supplier's position, as it is reasonable to believe that the Supplier has the same interest in being involved in the activities of SCH and the SAES Group and that, by communicating its data to SCH, the Supplier expects to receive those communications. The Supplier 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 SCH 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 processing of the Data described above is not necessary to execute the Purchase Order, and the Supplier's objection, if any, to the receipt of those communications shall not hinder the execution of the Contract and of Purchase Order in any way.

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

The Data shall also be communicated to SAES Getters S.p.A. and to the other companies belonging to 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 SCH) and, in that context, may be transferred outside the European Union. Any transfer shall be made to the extent it 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 SCH 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 for the purposes of execution of the Purchase Order and the 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 SCH;
- as for 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.

#### *Supplier's rights*

At any time, the Supplier 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 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.

the Supplier may exercise these rights by contacting SCH 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 Supplier may also request the complete list of recipients of the Data, at any time. For information or clarifications on such rights, the Supplier may contact us at the same addresses.

#### *Additions*

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

**19.** The Supplier acknowledges and accepts the prohibition of using SCH's 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 SCH 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 SCH's and/or third parties' intellectual property rights that are not yet public.

**20.** The Supplier 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.

The Supplier also: **(i)** acknowledges that SCH is a company part of the SAES Group which has adopted 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 to accept 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 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](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](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](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 Code of Ethics, in the Supplier Code of Conduct, in the Anti-corruption Code and in Code of Business Conduct.

Supplier' non-compliance with the provisions contained in the mentioned documents is deemed to be a material breach of this agreement and will provide SCH with the right to terminate this agreement immediately according to Article 24 below.

**21.** 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.

**22.** 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.

**23.** Without prejudice to the right to damages, SCH 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:

- 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 SCH 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 a breach of the prohibition of assignment of the Purchase Order and / or the credits as per Article 15 above;
- g) in the event of breach of data processing provisions under Article 18 above;
- h) in case of breach of the provisions of the Decree, the Code of Ethics, the Supplier Code of Conduct, the Anti-corruption Code and the Code of Business Conduct of SCH 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.