

PURCHASE TERMS AND CONDITION NEONICKEL ITALIA SRL

SCOPE OF APPLICATION

1.1 These general conditions apply to the purchases of goods and contracts for works and services of NeoNickel Italia Srl., hereinafter NeoNickel, unless expressly derogated from contained in the order itself, and will be considered accepted in full by the supplier with the acceptance of the order. It will therefore be considered as unwritten any clause different from the supplier in the offers, in the general conditions of sale, in invoices, in correspondence, unless there is written confirmation of the order change.

2. GENERAL REQUIREMENTS

2.1 All NeoNickel suppliers must:

- 2.1.1 Notify us of process and/or product non-conformities regarding orders issued by NeoNickel and await our approval before proceeding with subsequent processing or shipment
- 2.1.2 Send us the material certificate 3.1 / 3.2 of the steel mill and/or the processing carried out in accordance with EN10204
- 2.1.3 Comply with the requirements identified when ordering and provide only non-counterfeit and compliant/approved material
- 2.1.4 Comply with international conflict minerals requirements and legislative requirements applicable to the product or process.
- 2.1.5 Keep all documents related to production, traceability, etc. or in case send them to NeoNickel during shipment
- 2.1.6 Give availability of access to NeoNickel personnel, your customers and government bodies linked to an order or potential order
- 2.1.7 Maintain an ethical behavior towards NeoNickel including the products and processes carried out,

These requirements must also be cascaded to subcontractors.

3. RESPONSIBILITY OF THE SUPPLIER

- 3.1 The supplier is responsible for carrying out the supply, works and services commissioned on its own, with management of means and resources at its own risk.
- 3.2 The work must:
 - 3.2.1 be executed in a workmanlike manner, in the manner and in the places agreed between the parties and within the times indicated in the NeoNickel order;
 - 3.2.2 comply with the technical characteristics specified in the order and in any other documents exchanged between the parties, including contract terms;
 - 3.2.3 be carried out with the use of the best quality materials
- 3.3 The supplier will be solely responsible for the behavior of its employees, in the most extensive interpretation of the provisions of Article 2049 of the Civil Code, in case of damage to persons or property belonging to NeoNickel or third parties.
- 3.4 The supplier undertakes to prepare measures to avoid any form of pollution in relation to the work to be performed.
- 3.5 The supplier undertakes to remove at its own care and expense all waste that may be produced in the performance of the activities covered by the contract.

4. WORKER SAFETY

- 4.1 NeoNickel will promote cooperation and coordination with the supplier for Prevention and Protection from Occupational Risks. Where required by the nature of the contract, NeoNickel will provide the information documentation, in accordance with Legislative Decree 81/08 and subsequent additions and amendments, on the specific risks existing in the work environments in which the supplier must operate.
- 4.2 Safety information must be provided also to companies and workers outside the company if make some job for you

5. ADMINISTRATION OF EMPLOYEES BY THE SUPPLIER

- 5.1 The supplier undertakes to carry out the works and services exclusively through regularly hired employees and to scrupulously observe all applicable

legal provisions.

5.2 In particular, by way of example, the supplier undertakes to:

- 5.2.1 pay staff a remuneration not lower than that established by the collective contractual rules in force for the category to which they belong: except for the mandatory minimum salary and regulatory treatment established by art. 3 paragraph 1 of Law 23.10.1960 n. 1369;
- 5.2.2 provide under its own responsibility for insurance relating to accidents at work, health care and social security;
- 5.2.3 obtain prior authorization (through a special form) for "special risk work" where necessary based on the nature of the activity carried out.

6. PLACE OF DELIVERY AND TRANSFER OF RISK

6.1 The delivery of the goods, unless otherwise specified in the purchase order, is to be made at the NeoNickel warehouse. The risks of damage and loss of the goods pass to NeoNickel only when the goods are received by NeoNickel in its warehouses, even if the cost of transport is borne by NeoNickel. The packaging of the material must be fit for purpose and neutral, without identification of the manufacturer / distributor., Unless otherwise agreed, all costs related to packaging are the sole responsibility of the supplier.

7. ESSENTIALITY OF DELIVERY TERMS

7.1 The delivery terms indicated in the order are essential. In the event of non-compliance with the delivery terms even for a part of the order, NeoNickel shall be entitled to terminate the contract by notifying it at any time by registered letter, purchasing the goods on the market at the current price at the expense of the supplier, subject to compensation for greater damages.

8. SHIPPING DOCUMENTS

8.1 Delivery Notes.

- 8.1.1 All goods must be accompanied by the Delivery Note. This delivery note will be considered essential for the execution of this purchase order. Each Delivery Note will refer to the goods of a single order and must bear all the following references: company name and address of the supplier; n. of the order to which the delivery refers, indicating, in the case of partial delivery, whether it is a delivery on balance or on account; description and our material code; units of measurement and quantity of individual goods; name of the carrier; date of shipment.
- 8.1.2 The Delivery Note will also take into account the terms provided for by the D.P.R. 627 of 6/10/78 and by the D.M. of 29/11/78 G.U. 355 of 30/11/78.
- 8.1.3 The yield conditions applied are those shown in the NeoNickel purchase order

9. ACCEPTANCE OF GOODS AND WARRANTIES

9.1 The supplier guarantees that

- 9.1.1 the supply is free from defects and that the works and services have been performed in a workmanlike manner;
- 9.1.2 the supply is new and contains no used and/or remanufactured parts or materials, unless specified in the order or approved by NeoNickel;
- 9.1.3 the supply has been produced by the manufacturer or on his behalf;
- 9.1.4 the resulting provision and services do not use or include any free software, shareware or free software otherwise specified or approved for NeoNickel.
- 9.2 The taking delivery of the ordered products does not imply acceptance of the goods: this acceptance will take place when NeoNickel has ascertained the integrity of the goods and its conformity with what was ordered. The supplier guarantees the proper functioning of the products supplied for a period of 12 months from the acceptance of the goods. Notwithstanding the provisions of art. 1495 cc. first paragraph, NeoNickel may report the defects if it becomes aware of them.

9.3 In the presence of any defective products or services or services or do not comply with the specifications indicated in this order, NeoNickel will be entitled to:

- 9.3.1 repair or replace the products or redo defective and non-compliant services at its own expense at the expense of the supplier;
- 9.3.2 request the replacement or repair of the products or redo defective and non-compliant services at the care and expense of the supplier;
- 9.3.3 reject defective and non-conforming products or services or the entire lot of which they are part without receiving others as a replacement and deducting the relative price from what is due or receiving reimbursement of the relative price from the supplier.
- 9.4 For the works or services carried out, NeoNickel and the supplier will perform the agreed acceptance tests, to verify compliance with the specifications of what has been achieved. In case of non-compliance, the supplier will be required to perform at its own care and expense what is necessary to bring to specifications what has been achieved. Only after the successful conclusion of the agreed test procedures will it be possible to accept what has been achieved. From the date of successful acceptance of works and services, the supplier shall provide a guarantee of good functioning for a period of 12 months.

10. ACCESS TO NEONICKEL INFORMATION SYSTEMS

10.1 Except as necessary for the performance of this agreement, the supplier, its employees and any authorized subcontractors are prohibited from using any confidential information of NeoNickel (in written, oral, electronic or in any other form), obtained directly from NeoNickel or prepared or discovered in the course of the performance of this contract, through access to NeoNickel's data or systems, or at NeoNickel sites. It is also forbidden to disclose the aforementioned information to third parties. The term "confidential information" used in this agreement includes, without limitation, any product, data, result or information qualified by NeoNickel as confidential, all information and data relating to or related to NeoNickel products, processes, or business operations in general (including organizational structure and employee list), and all other information obtained through access to data or information systems that, unless otherwise stated, are of such a nature that they can be considered confidential or proprietary information.

10.2 The granting of access to data or systems is intended solely to facilitate the business relationship described in this agreement, and is limited to data or systems, periods and personnel designated by the supplier and agreed by NeoNickel and the supplier separately.

10.3 Access is subject to the cybersecurity controls and procedures, standards and guidelines provided by NeoNickel. The use of any other data or system or data or systems during other periods or by personnel not authorized by NeoNickel is expressly prohibited. This prohibition shall also apply where data or system, to which the provider is authorised to access, serves as access to other data or systems outside the scope of authorisation of the provider. Notwithstanding the foregoing, the supplier undertakes to have adequate security measures in place to comply with the above obligations and to ensure that the access permitted herein will not adversely affect the integrity and accessibility of NeoNickel's data or information systems. With due notice, NeoNickel reserves the right to monitor the performance of the supplier in order to verify compliance with the aforementioned obligations by the same.

10.4 The obligations under this article are considered perpetual and will remain in force even after the expiration or termination of this contract. The provisions of this Section regarding use and disclosure will not apply to any information that:

- 10.4.1 is lawfully known by the supplier prior to disclosure by NeoNickel;
- 10.4.2 is lawfully obtained by the supplier through third parties;
- 10.4.3 is or becomes available to the public without restriction; or
- 10.4.4 is disclosed by the supplier with the prior written consent of NeoNickel.

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10.5 The supplier undertakes to inform of the obligations contained herein any employee or any authorized subcontractor who will perform work on the basis of this contract and undertakes to obtain its acceptance of these obligations.

11. SUBCONTRACTING

11.1 The supplier is expressly prohibited from subcontracting all or part of the commissioned works or services without the express written permission of NeoNickel.

12. ADVANCED CLOSURE

12.1 In addition to sub 6 and 8, NeoNickel shall be entitled to terminate the contract early, at any time, if the supplier:

12.1.1 is subject to insolvency proceedings, including extraordinary administration, or, in the case of a Company, initiates the liquidation procedure;

12.1.2 defaults on the following clauses of this contract: art. 2; art.4; art.6; art. 7; art. 8; art. 9; art. 10.

12.2 Termination will take effect on the day NeoNickel notifies Supplier in writing

13. DURATION

13.1 The contract will have the duration stipulated in NeoNickel's order. Tacit renewal upon expiry is not permitted.

14. PRICES

14.1 The price of the products, services and works is that indicated in the order.

14.2 Unless otherwise agreed in writing, prices are fixed and invariable for the entire duration of the contract, regardless of the occurrence of circumstances of any kind, even unforeseeable, which in any case affect costs. The application of Article 1664 of the Civil Code is therefore expressly excluded.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Intellectual Property deriving from services

15.1.1 "Intellectual Property" or "IP" means all inventions, patents (including, without limitation, division of applications, re-issues, reviews, extensions of terms, extensions, and any foreign counterparts), works of authorship, copyright (including, without limitation, registrations, applications and derivatives), trademarks (including, without limitation, service marks, trade dress, and any other marks identifying the product or any part thereof), designs, processes, mask works, trade secrets, domains, technical information of which you are the owner and other similar tangible and intangible information, even if not registered or registrable.

15.1.2 "Pre-existing IP" means the IP conceived or developed before or independently of the execution of this order. The seller retains full right, title and interest in and to any pre-existing IP. The seller does not use any pre-existing IP in connection with this order without first obtaining from the owner all the rights necessary to allow the seller to fully comply with the terms of this order. I don't know what it can apply to in our case

15.1.3 Seller agrees and irrevocably assigns and transfers to NeoNickel all of its worldwide IPs derived from the Services. NeoNickel shall bear the costs arising from requests to Seller to complete any documents and to proceed further to the extent reasonably required by NeoNickel to complete and record such assignment.

15.1.4 Seller grants NeoNickel a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, and assignable license with the right to sublicense any pre-existing IP to the extent necessary for NeoNickel to fully enjoy and commercially exploit the results from the Services as reasonably provided in the order.

15.2 The drawings, specifications, standards and tables and any

technical documents as well as samples and specific equipment that NeoNickel will make available to the supplier will remain the exclusive property of NeoNickel and may only be used for the execution of orders. The supplier, except for the execution of this order, may not copy or reproduce them or transmit them or allow them to be used by third parties without the prior written authorization of NeoNickel.

15.3 The supplier undertakes to hold NeoNickel harmless from any liability or claim regarding the exploitation and possible infringement of patent rights for industrial inventions or models used by him for the execution of this order. In the event that any person inhibits or attempts to inhibit NeoNickel from using the material supplied, Supplier shall bear the defense at its own risk, care and expense. At the choice of NeoNickel, the supplier shall modify the works or services allegedly infringing the right of others with similar products or services, suitable for the same use but free from patent infringement.

16. INVOICING AND PAYMENTS

16.1 The way, payment terms and billing will be those indicated in the order. Under no circumstances may invoicing be carried out prior to the completion of the testing procedures and acceptance of the works by NeoNickel.

16.2 The original invoices must be accompanied by a copy for administrative use and will be made out and addressed as indicated in the order. Each invoice must refer to a single order and bear the following references: n. of the Delivery Note; n. of the order to which the invoice refers, the same description used in the compilation of the Delivery Note; the payment conditions. Invoices that do not comply with this clause will be returned to the supplier.

16.3 Payments will be made only against a regular invoice in the manner indicated above. In any case, payments made before delivery are to be considered non-final advances: the supplier will have no right to retain them until he has completed the works or services.

17. GENERAL PROVISIONS

17.1 It is expressly forbidden for the supplier to make, in its own interest or that of third parties, any advertising or communication that refers to this contract.

17.2 Neither party may assign this agreement or any rights arising from it without the written consent of the other. In any event, NeoNickel and its successors in title may assign or transfer this agreement or the obligations arising therefrom, even without the consent of the other party, 1) to any company of the NeoNickel group controlled, directly or indirectly by NeoNickel, or its successors in title; 2) on the occasion of the transfer of a business unit for any reason, demerger, reorganization, transfer of business or change of ownership in relation to a business unit.

17.3 Insurance: During the period of provision of services to NeoNickel, the seller undertakes to insure and maintain third party liability insurance coverage for personal injury and property damage in an amount sufficient to protect NeoNickel in the event that such event may occur. The seller also undertakes to ensure that such coverage complies with any law, regulation and order. In addition, the seller will retain insurance coverage as is customary for a company of similar size and carrying out operations similar to those of the seller in the jurisdiction or jurisdictions in which the seller's operations are carried out.

17.4 This order will be governed by Italian law and the exclusive competent court for any dispute arising from the same will be that of Milan.

18. INFORMATION ON THE PROCESSING OF PERSONAL DATA

Pursuant to Article 13 of Legislative Decree 196/2003, the Supplier is informed, with regard to the data provided to NeoNickel, that:

1) NeoNickel is the data controller. The data processors are indicated in a special list available at NeoNickel on request;

- 2) the data will be processed by computer and stored in company databases;
- 3) the databases are also located abroad and outside the European Union, at other companies of the NeoNickel group;
- 4) the data will be processed for the purposes required by the qualification of the supplier and the execution of the contract;
- 5) the data may be communicated to customers or other suppliers of NeoNickel for the purposes required by the contract, under strict confidentiality;
- 6) The provision of data is optional, its absence will make it impossible to qualify the supplier and to establish the contractual relationship;

By accepting these General Conditions, the Supplier gives consent to the processing of their data in accordance with the provisions of the previous information.