

CODE OF ETHICS AND ANTICORRUPTION POLICY OF THE CEMBRE GROUP

The supplier declares to acknowledge the Organization, Management and Control Model and the Code of Ethics pursuant to Legislative Decree 231/2001, as well as the Group Anti-Corruption Policy, implemented by Cembre and available on the <https://www.cembre.com> website, and undertakes to behave in accordance with the relevant provisions, under penalty of termination of the contract.

TERMS AND CONDITIONS OF PURCHASE

1 - Miscellaneous. These general terms and conditions are valid for any purchase order and the supplier fully accepts them; the general terms and conditions of sale of the supplier are hereby expressly waived and excluded.

The order is not transferable, unless expressly agreed, and becomes firm and irrevocable upon written acceptance from the supplier, either in the form of order confirmation or as a copy of the order countersigned by the supplier. If the conditions contained in the confirmation differ from those of the order, the contract will be finalized when one of the parties receives from the other the definitive explicit acceptance of the contractual conditions. Unless otherwise agreed in writing, the prices indicated in the order are fixed and firm and not subject to any review. Any variation, however justified, will be valid and binding only if accepted in writing by CEMBRE.

2- Drawings-technical documents-specific equipment. Drawings, standards, technical specifications, tables and any other technical documentation, as well as samples, models and specific equipment made available by CEMBRE to the supplier, or sourced by the supplier at CEMBRE's cost, shall remain the property of CEMBRE and may only be used for the execution of the purchase order(s).

The supplier cannot copy or replicate them, disclose them or allow their use by third parties without written authorization by CEMBRE.

The supplier is obliged to take the necessary measures for the proper retention of models, samples and of the specific equipment received from CEMBRE and to also provide for their routine maintenance costs and insurance against fire and theft.

3 - Procurement of material for processing. Unless otherwise agreed, the supplier provides all the material necessary for the execution of the order. When required by CEMBRE, the supplier upon shipment shall provide the analysis or test reports concerning for example the mechanical, physical, chemical characteristics of the material used. The lack of the aforementioned certificates shall entitle CEMBRE to suspend payments until the missing documentation is provided. In case of contract work, CEMBRE remains the owner of the material supplied and it is the supplier's responsibility to store the material at its own expense, which can only be used for the agreed contract work.

4 - Quantity tolerances. CEMBRE is not obliged to accept product quantities that differ from the purchase order. Any tolerance on quantities must in any case be expressly accepted by CEMBRE. The quantities found by CEMBRE during the control of incoming goods will be considered irrefutable and conclusive.

5 - Checks and tests. Collection upon delivery of the ordered products does not imply acceptance of the goods. CEMBRE reserves the right to have quantity and quality checked by its control bodies.

In case of rejection of the material by CEMBRE, the supplier receives a specific notice indicating whether replacement is required. Return of defective goods shall be carriage paid and the replacement shall be carriage forward. In case a defective product is rejected, that is the result of contract work, the material is charged to the supplier, after deducting any recoverable value.

6 - Warranty. Unless otherwise agreed, the supplier guarantees that the products are free from any fault and/or defect depending on incorrect or non-conforming processing, or on the material used, for a period of one year from the delivery date; during the warranty period, the supplier will replace the product at its own expense and in the shortest possible time, otherwise CEMBRE is authorized to eliminate or have the defects eliminated or to replace the defective parts at the supplier's expense.

7 - Transfer of the risk of loss or damage. Risk of loss or damage shall pass from the supplier to CEMBRE only when the goods are delivered to the CEMBRE factory, regardless of the party who bears the transport costs.

8 - Delivery terms. The supplier must comply with the delivery terms and schedules indicated in the purchase order: delays or early deliveries shall not be accepted. Delayed or partial deliveries, due to the supplier, shall entitle CEMBRE to:

- a) request execution of the order and apply the agreed penalties;
- b) cancel the order at any time, by simple notice to the supplier.

9 - Invoices, delivery notes. Invoices must refer to a single purchase order and show the order number, the delivery note(s) number and the products. Products must always be shipped together with a delivery note indicating:

- CEMBRE drawing number or part number;
- product name;
- shipment date;
- purchase order number. Each delivery note must only include the products of a single purchase order.

10 - Payment. CEMBRE will process payment according to the agreed terms. Supplier may not assign the contract and/or the relevant receivables, unless previously agreed in writing with CEMBRE.

11 - Disputes. All disputes between CEMBRE and the supplier shall be subject to the jurisdiction of the Court of Brescia.