1. Definitions

1.1 "**Purchaser**" is I.M.S. S.p.A.

1.2 "**Supplier**" is the party (natural or legal person) who makes the supply.

1.3 "**Parties**" are the Purchaser and the Supplier indicated jointly.

1.4 "**Order**" is the Supplier's request, also sent in electronic format, for the goods that it intends to purchase and to which the supply relates.

1.5 "**Order Confirmation**" is acceptance of the Order prepared and sent by the Supplier to the Purchaser.

1.6 "**Products**" are the goods to which the supply relates, as described in the Order Confirmation, or in the Order if it is fulfilled without prior communication of the Order Confirmation, as specified in article 3 below.

1.7 "**General Terms and Conditions of Purchase**" are these general terms and conditions and any subsequent changes and variations to them by the Purchaser, as communicated to the Supplier, and also available on the Purchaser's website, at www.imspiping.com.

1.8 "**Supply Agreement**" is the contract between the Purchaser and the Supplier, according to article 3 below, in execution of which the Supplier transfers ownership of the Products to the Purchaser. In the absence of a specific agreement, the Supply Agreement is formed of the Order and the Order Confirmation or, in the case envisaged by clause 3.6, by the Order alone.

1.9 "**Manufacturer**" is the party that has manufactured the Product or a component thereof or supplied the raw materials used to manufacture the Product.

2. Nature and efficacy of the General Terms and Conditions of Purchase

2.1 These General Terms and Conditions of Purchase apply to all contractual relations between the Purchaser and the Supplier entered into pursuant to and in accordance with article 3 below. Their purpose is to establish the general terms and conditions that govern supplies of the Products by the Supplier to the Purchaser.

2.2 The Purchaser reserves the right to change and/or vary the General Terms and Conditions of Purchase at any time, attaching said changes and variations to the Order or to any written correspondence sent to the Supplier.

2.3 These General Terms and Conditions of Purchase, also as subsequently changed and/or varied by the Purchaser, are to be considered as an integral and substantive part of each Supply Agreement. They are intended as known to the Supplier, pursuant to and in accordance with Art. 1341 of the Italian Civil Code, insofar as they are referenced in the Order Confirmation and in the Supply Agreement and published on the Purchaser's website.

2.4 Different contractual terms and conditions to the General Terms and Conditions of Purchase that are attached, referenced or added by the Supplier will have no effect in relations between the Purchaser and the Supplier, unless they have been expressly accepted in writing by the Purchaser.

2.5 The Supplier's terms and conditions of sale will not be applicable, under any circumstances, to Agreements entered into with the Purchaser, even if they are referenced in documents from the Supplier, unless expressly accepted in writing by the Purchaser.

2.6 Any special agreements relating to specific Orders will prevail over these General Terms and Conditions of Purchase only in cases in which they have been expressly accepted by the Purchaser through a reference to them in the Order.

3. Order and Order Confirmation

3.1 The Order and the Order Confirmation shall be in writing, pursuant to and in accordance with Art. 1326, paragraph four, of the Italian Civil Code.

3.2 Any requests submitted by the Purchaser to the Supplier, whatever the subject (including, but not limited to, prices, product characteristics, delivery times, etc.), shall not be considered by the Supplier, under any circumstances, as Orders or contractual proposals, or interpreted as such, pursuant to Art. 1326 of the Italian Civil Code, or produce an expectation in relation to the formulation of any order, pursuant to Art. 1337 of the Italian Civil Code. Consequently, any request submitted by the Purchaser for offers or bids will not place contractual obligations of any nature or pre-contractual liability on the Purchaser, pursuant to Arts. 1337 and 1338 of the Italian Civil Code.

3.3 The Supply Agreement is intended as entered into at the moment when the Purchaser receives the Order Confirmation from the Supplier.

3.4 The Order will be valid for the time indicated therein or, in the absence of this indication, for 3 (three) working days, including the day on which the Order is sent; if that time passes without the Purchaser having received the Order Confirmation, the Order will no longer be valid and will be considered as automatically revoked, without the need for any specific notice by the Purchaser.

3.5 In the event that the Supplier, on receiving an Order, indicates in the Order Confirmation quantities and/or times and/or methods of performance and/or terms and conditions of supply, including financial ones, of the Products that are different to those indicated in the Order, the Supply Agreement will be intended as entered into at the moment when the Purchaser receives the Order Confirmation. Any further changes or additions requested by the Supplier must be accepted in writing by the Purchaser.

3.6 In partial derogation from clauses 3.1 and 3.4, in the event that the Supplier starts fulfilment of an Order without having first communicated its Order Confirmation in writing, the Supply Agreement will be intended as entered into at the time and in the place where fulfilment of the Order starts, provided that said fulfilment starts before the period of validity of the Order ends and under the terms and conditions, including financial ones, for the quantities and the delivery methods indicated in the Order, pursuant to and in accordance with Art. 1327 of the Italian Civil Code. In this case, the Supplier will have the obligation of giving prompt notice of the start of fulfilment, failing which it will be required to compensate the damages.

3.7 During fulfilment of the Supply Agreement, the Purchaser may ask the Supplier for changes, including in the quantity of the

Products and their delivery times or methods. The Supplier may not unreasonably refuse these requests and, in any case, when they do not result in an increase in the cost of the supply; in cases of legitimate refusal by the Supplier of changes to the Supply Agreement requested by the Purchaser, the terms and conditions, times and methods of the Supply Agreement as indicated in the Order Confirmation will remain valid and effective.

3.8 The Supplier may not make changes of any nature to the Products without giving prior notice to the Purchaser and without its acceptance of the change. Any features and data resulting from catalogues and any documentation relating to the Products are to be considered as binding for the Supplier.

3.9 In the event of revocation of the Order before it is accepted by the Supplier, the Purchaser will not be obligated to indemnify the Supplier for any expense, of any nature (including, but not limited to, sampling costs, travel expenses, shipping costs, expenses for tests and/or analysis, professional advisory services, etc.) that have been incurred by the Supplier as a consequence of receiving the Order or as a result of preparing the Order Confirmation.

4. Delivery of the Products – Times - Penalty

4.1 The Products shall be delivered by and at the expense of the Supplier "FCA – Free Carriers" to the place indicated by the Purchaser in the Order, unless expressly envisaged otherwise in the Order, in the case of acceptance through fulfilment according to clause 3.6 above, or in the Confirmation Order accepted by the Purchaser. The delivery methods of the Products must be expressed in accordance with the current Incoterms definitions at the time of entry into the Supply Agreement.

4.2 The delivery times indicated in the Order Confirmation (or in the Order, in the case of acceptance through fulfilment according to clause 3.6 above) are to be intended as binding for the Supplier.

4.3 In the case of shipment or carriage, delivery of the Products to the Purchaser takes place simultaneously with and as a result of delivery of the Products to the place indicated by the Purchaser in the Order (unless otherwise envisaged in the Order, in the case of acceptance through fulfilment according to clause 3.6 above), or in the Confirmation Order, in accordance with the provisions of clause 4.1.

4.4 Failure to deliver the Products within the times envisaged by the Supply Agreement will constitute, to all intents and purposes, a serious breach of the Supplier's contractual obligations according to the Supply Agreement.

4.5 If events or circumstances occur that make it reasonably foreseeable that the Supplier will not be in a condition to deliver the Products within the times envisaged by the Supply Agreement, the Supplier must promptly inform the Purchaser in writing of said events or circumstances, indicating the reason for the delay, the estimated duration of the delay, the measures that the Supplier considers appropriate to avoid, recover and/or limit the delay and the different supply fulfilment time.

4.6 The Purchaser will have the right to refuse delivery of the Products beyond the delivery time according to the Supply Agreement and, in such cases, to terminate all current Supply Agreements pursuant to Art. 1456 of the Italian Civil Code. In the case of acceptance of delivery of the Products after the delivery time envisaged by the Supply Agreement, the Purchaser will have the right to obtain payment, by the Supplier, of a penalty of a sum equal to 1% (one percent) of the value of the Supply Agreement (equal to the total price of the Products to which the Supply Agreement relates) for each week or part of a week of delay, whatever the quantity of Products not delivered within the time envisaged by the Supply Agreement, plus compensation of the further damages relating to or connected with late fulfilment of the supply and without prejudice to the Purchaser's right to terminate the Supply Agreement as envisaged by clause 13 below.

4.7 The Purchaser reserves the right not to accept delivery of the Products earlier than the time envisaged by the Supply Agreement and to request delivery in accordance with the times indicated therein.

4.8 The Purchaser will not be held liable, under any circumstances, for delays in receiving the Products caused by reasons beyond its control, causes of force majeure, reasons attributable to the competent authorities or to third parties. All expenses, costs or other charges that are incurred as a result of these delays will be paid exclusively by the Supplier, who may not claim any sum from the Purchaser for this.

4.9 In the case of non-collection or late acceptance of delivery of the Products for reasons beyond the Purchaser's control, in the event that they remain stored with third parties, the Supplier will be required to pay the costs of storage, insurance, conservation and protection against deterioration for a period of at least 3 (three) months from the delivery date envisaged by the Supply Agreement.

5. Quality system

5.1 The Supplier undertakes to adopt, implement and use a defined quality system, taking account of its own activities and specific requirements, in accordance with the most recent regulations. The Supplier will keep an archive of the documentation on both internal and external inspections and will make it available to the Purchaser's representatives on request. The Supplier also agrees to allow access, on-site inspections and inspections at the offices and production plants of the Supplier and/or any sub-suppliers, at any moment, by the Purchaser's representatives, in order to check compliance with the quality system.

5.2 In any event, regardless of whether or not the Supplier's quality system is certified by an authorised certification agency, the Supplier will use, both in operations and production and in intermediate or final checks on the Products, only testing, measurement and control instruments that have been duly calibrated, with valid calibration certified by an authorised agency. The relative certificates, indicating the expiry date, must be provided to the Purchaser on request.

6. Equipment and packaging

6.1 The equipment that the Supplier may create in relation to a specific supply of Products, since it is the result of particular technical know-how and preparatory to the activities to which the Supply Agreement relates, will become the property of the Purchaser together with and as a result of purchase of the Products. The cost incurred by

the Supplier for said equipment is included in the sale price of the Products, unless otherwise envisaged in the Supply Agreement or in the Order, in the case of acceptance through fulfilment according to clause 3.6 above.

6.2 Packaging of any nature that is used by the Supplier to package the Products for delivery and/or transport must be manufactured according to law and will become the property of the Purchaser, as a result of purchase of ownership of the Products that it contains.

7. Prices

7.1 The prices of the Products are those resulting from the Supply Agreement or the Order, in the case of acceptance through fulfilment according to clause 3.6 above, and, where not otherwise specified, are intended as expressed in Euro, net of VAT and inclusive of the costs for the equipment necessary for transport and packaging, as envisaged by clause 6 above.

7.2 The price of the products is to be intended as fixed and invariable throughout the entire period of fulfilment of the Supply Agreement, unless otherwise envisaged in writing in said agreement or in the Order, in the case of acceptance through fulfilment according to clause 3.6 above.

7.3 Shipping costs, customs charges, duties, taxes or levies for export and similar, and also charges of any nature, unless otherwise envisaged in the Order, in the case of acceptance through fulfilment according to clause 3.4 above, or in the Confirmation Order, are to be paid exclusively by the Supplier.

8. Payments

8.1 Payment of the price of the Products and of any other sum due from the Purchaser to the Supplier must be made by the Purchaser via bank credit transfer into the current account indicated by the Supplier in the Order Confirmation or on the invoice, in the times envisaged in the Order, in the case of acceptance through fulfilment according to clause 3.6 above.

8.2 The payments will be made within the times envisaged in the Supply Agreement or in the Order, in the case of acceptance through fulfilment according to clause 3.6 above, regardless of any deliveries made earlier than the established date. In the absence of agreements to the contrary in the Agreements, the prices for the supply indicated on the Supplier's invoices will be paid by the Purchaser at 90 (ninety) days from the invoice date (EOM), on completion of the supply, following issue and transmission of the relative invoice by the Supplier. The payments will be made in Euro.

8.3 For each direct shipment/delivery to the Purchaser and/or to third parties indicated by it in the Order, the Supplier must promptly issue the relative invoice and transmit or send to the Purchaser or to the third party due to receive the Products, in the case of delivery to third parties, the relative transport documents, signed to confirm receipt.

8.4 Each invoice must refer to an individual Order, the number of which must be indicated on the invoice, must be prepared in compliance with all laws on this, particularly tax and accounting laws, and addressed to the Purchaser. Invoices that do not conform with these specifications and/or incomplete invoices will be rejected.

8.5 Any late payments caused by delays in issue of invoices or the issue of invoices that do not satisfy all applicable laws, or are incomplete, will be attributable to the Supplier, to all intents and purposes, with consequent, automatic deferral of the payment time, which will start from the date on which the Purchaser has received a regular and correct invoice.

8.6 Payment of the invoices issued by the Supplier will not constitute implicit acceptance of the supply or the price invoiced and/or waiver of the exercising of any right envisaged by the law, by the Supply Agreement and/or by these General Terms and Conditions of Purchase, which the Purchaser will therefore have the right to exercise, even after payment.

8.7 Without prejudice to any right envisaged by the law, by the Supply Agreement and/or by these General Terms and Conditions of Purchase, if the payment time is established as after delivery of the Products, the Purchaser will have the right to suspend payment of the sums due when: (i) fulfilment of the Agreement is incomplete, imprecise or does not conform with the agreements; (ii) flaws or defects or lack of the promised quality of any type are discovered on the Products.

8.8 Without prejudice to the Purchaser's right to accept or refuse early deliveries, in the case of early delivery of the Products of Services, the payment time will continue to be the one originally agreed by the parties.

8.9 The Supplier is forbidden from assigning credit deriving from the Supply Agreement to third parties without the prior written consent of the Purchaser.

9. Force majeure

9.1 The Supplier will not be considered liable for any non-fulfilments and/or delays caused by events of force majeure, intended as such events and/or circumstances that are exceptional and/or unforeseeable, such as wars, revolutions, sabotage, epidemics, fires, explosions, earthquakes, floods, national and category strikes, impediments due to specific legislative measures or other impediments of equal gravity that are beyond the control of the parties and unforeseeable.

9.2 Events that are not considered as causes of force majeure include, but are not limited to: stopping and/or suspension of the Supplier's activities imposed by the authorities, due to the Supplier's non-compliance with workplace health and safety regulations and other laws; delays of the Supplier in procurement of materials and/or services; late deliveries of sub-suppliers of the Supplier; strikes limited to the Supplier's facilities and employees, including minor disputes, protests, and also participation of the Supplier's employees in strikes of any nature that are not national or category strikes.

9.3 The Supplier must inform the Purchaser promptly and in writing of the occurrence of events of force majeure, within 24 (twenty-four) hours of the event, indicating the foreseeable duration of the event of force majeure. The Purchaser reserves the right to request from the Supplier, in addition to said written declaration, a certificate of the Chamber of Commerce, Industry, Agriculture and Crafts (CCIAA) of the place where the Supplier carries out its activities, or of another authority

recognised by the Purchaser, certifying the truthfulness of the events indicated in said declaration.

9.4 When the events of force majeure continue, or are expected to continue, for a period exceeding 15 (fifteen) days, the Purchaser and the Supplier will meet to establish the criteria to be observed in order to continue with or terminate the Supply Agreement. If the event of force majeure continues for over 30 (thirty) days, or for the different and lengthier period agreed by the parties, the Purchaser will have the right to terminate the Supply Agreement. The Supplier shall, in any case, do its utmost to seek all possible remedies to reduce the damage caused to the Purchaser.

10. Warranty on the Products

10.1 The Supplier warrants that the Products delivered to the Purchaser and/or to third-party customers indicated by it conform with the technical specifications declared by the Manufacturer itself on the Product technical data sheet and also the technical specifications expressly indicated by the Purchaser in the Order and accepted by the Supplier in the Order Confirmation.

10.2 The Supplier warrants that the Products delivered to the Purchaser and/or to third-party customers indicated by it are free from flaws or defects or nonconformities, also with regard to the technical warranty provided by the Manufacturer and indicated in the technical warranty manuals in force at the moment of delivery of the Products, where present, are suitable to normal use and/or the specific use for which they are intended and are manufactured in compliance with applicable laws and regulations.

10.3 The Purchaser reserves all rights, to the fullest extent of the law, to carry out inspections and/or checks on receiving the Products, in order to check for the absence of flaws and/or defects, full conformity of the Products and also that the supply is complete and correct, in terms of both quality and quantity. If discrepancies in quantity or quality emerge from said checks, the Purchaser shall have the right to refuse total or partial delivery of the Products.

10.4 In derogation from the applicable laws on warranties on flaws and defects, pursuant to Art. 1490 of the Italian Civil Code, the warranty on flaws and defects provided by the Supplier has a total duration of 24 (twenty-four) months, starting from delivery of the Products, unless the Agreement envisages an operating and acceptance test on the Products, in which case the contractual warranty period will start from the date on which said test is passed and the supply is expressly accepted by the Purchaser. Any approval by the Purchaser of the drawings or documents produced by the Supplier, and thus also any acceptance of the Products supplied, will not result in the warranties granted by the Supplier as a result of entering into the Supply Agreement being null and void.

10.5 In derogation from the law, any flaws or defects or nonconformities of the Products discovered by the Purchaser must be reported to the Supplier in writing, via registered letter or certified e-mail or another means certifying the reporting date, within 60 (sixty) calendar days of discovery. The report must contain a description of the flaw and/or defect and/or nonconformity found, both in the case of a visible or a concealed flaw. If the flaw and/or defect and/or nonconformity is discovered by third-party customers of the Purchaser to whom the Products are destined, the term of 60 (sixty) calendar days to report it will start from the date when the Purchaser receives the third party's report, intending as such the moment when the Purchaser becomes aware of the flaw and/or defect and/or nonconformity of the Product.

10.6 Reporting flaws and/or defects and/or nonconformities of the Products will not be necessary when the Supplier has acknowledged the existence of the flaw, defect or nonconformity or has concealed it.

10.7 In the case of flaws, defects and/or poor quality of the Products, the Purchaser may request the repair or replacement of the Products, at its own discretion. The Purchaser will have the right to ask the Supplier to carry out all repairs or replacements or eliminations under warranty, directly on the premises or for the third-party customer of the Purchaser to whom the Products are destined, exclusively by and at the expense of the Supplier.

10.8 The Products replaced or repaired under warranty by the Supplier will be subject to the same warranty for a period of 6 (six) months from the date of delivery of the replacement Products, conditionally upon prompt reporting, within said time, of the event in relation to which the warranty is being applied, in accordance with this article, failing which the warranty will be invalid.

10.9 In the case of flaws, defects or poor quality of the Products, the Purchaser will have the right to suspend, also pursuant to Art. 1460 of the Italian Civil Code, payment of the price of said Products, until such time as it has been ascertained, with a final ruling, whether or not there are grounds for the claim; no interest will accrue on sums not paid as a result of said suspension. The Purchaser will also have the right to offset the sums demanded from the Supplier in compensation of damages against any sum due to the Supplier, for any reason.

10.10 The warranty of this article, pursuant to and in accordance with Arts. 1487, 1488 and 1490 of the Italian Civil Code, absorbs and replaces any other, further and/or different warranty incumbent upon the Supplier in relation to supply of the Products and does not exclude any other liability of the Supplier originating in any way from the faulty Products.

11. Insurance, liability and management of disputes with third parties

11.1 The Supplier undertakes to:

(i) take out and maintain insurance coverage for Product liability and for coverage of damages deriving from flaws or defects of the Products, with an appropriate limit of liability;

(ii) hold the Purchaser harmless in relation to any charge, of any nature, that is a consequence, even indirect, of the flaws and/or defects and/or poor quality of the Products or is caused by them;

(iii) hold the Purchaser harmless in relation to measures or decisions of any type, even temporary, precautionary or not final, passed as a result of the flaws or defects of the Products;

(iv) not oppose the exclusion of the Purchaser from any legal action brought against the Purchaser as a consequence of or caused by flaws or defects of the Products.

11.2 The Purchaser shall have the right, at any moment, to check for the existence of the insurance coverage envisaged by the above

paragraph and, if necessary, to ask for adjustments of the limit of liability or the terms and conditions of insurance.

12. Supplier's representations

12.1 The Supplier represents and warrants that:

(i) it possesses the professional competences, diligence, experience and abilities necessary to manufacture the Products in compliance with the quality and technical standards required by the Purchaser, current laws and all other applicable regulations;
(ii) it complies with current regulations on workplace health and safety and protection of child labour, and that it applies the collective employment contract of its sector to its employees, implements all legal obligations with regard to its own workforce and has made all required welfare and social security contributions;
(iii) it has accepted no restrictions of any kind with third parties that are or could be an impediment to fulfilment of Supply Agreements or fulfilment of the obligations of the General Terms and Conditions of Purchase;
(iv) fulfilment of the Supply Agreements will not result in a substantial breach of obligations with third parties or violation of measures of the judicial or administrative authorities;
(v) the Products and components or accessories of the Products do not infringe the industrial or intellectual property rights of third parties, and that it accepts the obligation of holding the Purchaser harmless from any third-party claims against it.

12.2 The Supplier undertakes not to manufacture products that are a (slavish) imitation of Products for which the Purchaser has supplied projects, information and/or technical documentation.

12.3 The Supplier represents and warrants that the Products comply with national and international regulations on the manufacture and trade of the type of goods to which the Products belong and in particular, but not limited to, the provisions of EU Regulations 2023/956 (Carbon Border Adjustment Mechanism), 2026/1384 (Melt & Pour), 2021/821 (Dual Use), 2017/821 (Conflict Minerals), 2014/833 (Russia), 2006/765 (Belarus).

12.4 The Supplier represents and warrants that all steel products, semi-finished products, components or products containing steel supplied hereunder comply with the provisions of Regulation (EU) 2026/1384, Implementing Regulation (EU) 2026/1963, as well as with any subsequent amendment, supplement, implementing provision or legislative act governing the identification and traceability of the country of melting and pouring ("Melt & Pour"). The Supplier warrants the full traceability of the supplied material throughout the entire production supply chain, up to the country in which the steel or crude iron was initially produced in liquid form within a furnace for the production of steel or pig iron and subsequently poured in its first liquid state ("Country of Melting and Pouring" or "Melt & Pour Country"), with related unique identification ("Heat Number"). The Supplier therefore warrants the availability to the Purchaser and/or the competent Authorities of adequate documentation necessary to evidence the Melt & Pour Country, including, by way of example and without limitation, EN 10204 Type 3.1 Mill Test Certificates, commercial documents, transport documents, quality certificates, production records, customs documentation and any further evidence required by the applicable legislation or by the competent Authorities.

12.5 The Supplier further represents and warrants that the Products do not include products originating in or exported from Iran, Cuba, North Korea, Syria, and the so-called "occupied Ukrainian territories", or from other geographical areas subject to embargoes or export restrictions (as identified from time to time by the European Union or by International Treaties).

12.6 In order to enable the Purchaser to comply in a timely manner with the provisions concerning the "Carbon Border Adjustment Mechanism" (CBAM) set out in Regulation (EU) 2023/956 of the European Parliament and of the Council of 10 May 2023 and in the rules, including those of a regulatory nature, connected thereto, the Supplier undertakes to provide the Purchaser with any and all information and/or certifications and/or declarations necessary or otherwise instrumental to the aforesaid compliance, without exception, and to allow the Purchaser, if requested, to carry out inspections and/or audits at its plants, warehouses and storage facilities, including through persons appointed by the Purchaser.

12.7 The Supplier declares that it has taken note of the contents of the Ethic Code adopted by the Purchaser, available on the website at www.imspiping.com, and undertakes to comply, in the execution of the Supply Contract, in particular, and in the exercise of its activity, in general, with the provisions therein.

13. Withdrawal, termination, suspension

13.1 The Purchaser will have the right to withdraw from the Supply Agreements, at any moment, pursuant to and in accordance with Art. 1373 of the Italian Civil Code, at its own exclusive discretion, even if the Supplier has already started fulfilment of the Supply Agreement.

13.2 The Purchaser may notify its withdrawal through written notice to the Supplier, sent using methods that certify the date of sending and receipt.

13.3 In the case of withdrawal of the Purchaser from the Supply Agreement: (i) the Supplier must immediately suspend fulfilment of the Supply Agreement; (ii) the Purchaser will pay to the Supplier the Price of the Products already manufactured and not yet delivered at the date of withdrawal, and the Supplier waives the right to any further indemnity.

13.4 The Purchaser shall also have the right to suspend the the Supply Contract, at any time, even several times, for a maximum period of ninety (90) days in total, including non-consecutive days, by written notice sent to the Supplier by an instrument suitable to certify the date of sending and of delivery containing the indication of the duration of the suspension.

13.5 In the event the Purchaser exercises its right to suspend the Supply Contract, the Supplier shall:

- take care of and keep in good condition the Products manufactured and/or purchased in performance of the Supply Contract;
- suspend the manufacture and/or purchase and/or delivery of the Products immediately;
- suspend delivery of the Products to the Purchaser immediately;
- notify the Purchaser about the status of the performance of the

Supply Contract (and therefore, in particular, about the quantity of the Products manufactured and/or purchased in accordance with the performance of the Supply Contract);

- resume the performance of the Supply Contract upon the expiration of the suspension period indicated in the Purchaser's notice referred to in sub 13.4 or upon the Purchaser's request for termination of the suspension prior to the said period.

13.6 The Purchaser reserves the right to terminate the Supply Agreement, without the need for prior notice of default, pursuant to and in accordance with Art. 1456 of the Italian Civil Code, in the following cases:

(i) a delay in delivery of the products of even only one day beyond the time envisaged by the Supply Agreement, as per clause 4, as it is essential;

(ii) the absence of the Supplier's quality system, as envisaged in clause 5;

(iii) the continuation of an event of force majeure preventing fulfilment of the Supply Agreement for over 30 (thirty) days, or for the different and lengthier period agreed by the parties, as envisaged in clause 9.4;

(iv) the existence of flaws or defects or nonconformities of the Products;

(v) failure to comply with the requirements on flaws, defects and/or nonconformities of the Products (repair, replacement, etc.), as envisaged in clause 10;

(vi) the absence of appropriate insurance coverage, as envisaged in clause 11;

(vii) untruthfulness of the Supplier's representations envisaged in clause 12;

(viii) non-compliance of the Products with the provisions of clause 12.3 and/or clause 12.4 and/or clause 12.5 and/or clause 12.6;

(ix) violation by the Supplier of the provisions of the Buyer's Ethic Code;

(x) a breach of the confidentiality obligation referred to in clause 14.

13.7 The right of termination of the Supply Agreement when one of the circumstances mentioned in clause 13.4 occurs may be exercised by the Purchaser through written notice to the Supplier, sent using methods that certify the date of sending and receipt.

13.8 In the case of termination of the Supply Agreement as a result of the events envisaged in clauses 13.4 and 13.5, the Supplier will have the right exclusively to payment of the price of the Products delivered up until the moment of termination, within the delivery time envisaged by the Supply Agreement, or accepted by the Purchaser, resulting as free of flaws and/or defects and conforming with the Supply Agreement.

13.9 The Supply Agreement will also be legally terminated if one of the following events occurs:

(i) the Supplier is subjected to an insolvency procedure or judicial or extra-judicial restructuring of debt;

(ii) when, for any reason, the equity and/or financial position of the Supplier have become such as clearly to threaten fulfilment of the obligation to supply the Products;

(iii) a criminal conviction of the Supplier for a crime punished with a sentence other than a penalty or fine;

(iv) a conviction of the Supplier for breaking laws on taxes, welfare and social security, workplace safety, obligatory contributions and child labour.

13.10 In the case of termination of the Supply Agreement as a result of the events envisaged in clause 13.7, the Supplier will have the right exclusively to payment of the price of the Products delivered up until the moment of termination, within the delivery time envisaged by the Supply Agreement, or accepted by the Purchaser, resulting as free of flaws and/or defects and conforming with the Supply Agreement.

14. Processing of personal data and confidentiality

14.1 For processing by the Purchaser of the sensitive data of the Supplier or the Supplier's personnel, it is understood that said data is collected and processed by the Purchaser exclusively for the contractual purposes and with methods complying with the current regulations set forth in Regulation (EU) 2016/679.

14.2 The Purchaser is the Controller of the personal data provided by the Supplier in fulfilment of the Agreement, pursuant to current regulations, and specifies that said data will be processed in compliance with the personal data processing policy that the Purchaser provides to the Supplier by publishing it on the website www.imspiping.com

14.3 The Supplier undertakes, during fulfilment of the Supply Agreements, and also after the relationship with the Purchaser has ended, to maintain as confidential all information provided by the Purchaser or acquired in relation to or as a result of fulfilment of the Supply Agreement, and also not to make any announcement and/or communication to the public on the contents of the information or the material which the Supplier has learned or will learn, in the absence of the Purchaser's prior written consent. In particular, the Supplier shall not, in the absence of the Purchaser's prior written consent, directly or indirectly through third parties, copy, reproduce, disclose to third parties or make any other use of the projects, documents and technical information received from the Purchaser or acquired in relation to or as a result of fulfilment of the Supply Agreement, whether in hard copy or electronic format. Said documents and information shall be treated as confidential.

14.4 The Supplier also undertakes to maintain as strictly confidential, and not to reveal, or to make public to unrelated third parties, both directly and indirectly through third parties, for the entire duration of the Supply Agreement and also after the relationship with the Purchaser has ended, the content of all information relating to know-how, all information relating to the projects, technical specifications and technical documents that it has learned in relation to or as a result of fulfilment of the Supply Agreements. Said data and information shall be treated as confidential.

14.5 The Supplier undertakes not to use or to have third parties use the confidential and reserved information with methods and/or purposes such as to cause damage and/or prejudice to the Purchaser, even only potentially, directly or indirectly, except for fulfilment of the

Supply Agreement.

14.6 The Supplier undertakes only to disclose the reserved and confidential information to employees, collaborators, professional consultants and sub-suppliers to whom it must be communicated for purposes connected with fulfilment of the Supply Agreement. The Supplier is responsible, in any case, for ensuring that said parties (i) are informed that the information is confidential; (ii) maintain as confidential the information received to carry out their assignment. It is understood that, in any case, the employees, collaborators, professional consultants and sub-suppliers to whom it is necessary to communicate the reserved and confidential information will be subject to the same confidentiality obligations.

14.7 The Supplier accepts responsibility for maintaining the secrecy of the confidential and reserved information learned and will be directly liable for all direct and consequential damages that may derive to the Purchaser from disclosing confidential information, for failure to comply with this requirement or for any breach thereof by its employees, collaborators, professional consultants and sub-suppliers for any reason.

14.8 The Supplier undertakes to return all the confidential or reserved information, meaning all data, documents and information, news relating to know-how, provided by the Purchaser or acquired in relation to or as a result of fulfilment of the Supply Agreement, on termination of the supply relationship for any reason, including completion. The obligations of this paragraph do not apply to information which the Supplier is able to demonstrate that it knew before acquiring it and information that is already in the public domain.

14.9 The confidentiality restriction of this clause 14 will also remain in force after the relationship between the Purchaser and the Supplier constituted in the Supply Agreement has ended, for as long as the confidential and reserved information has not entered the public domain and, in any case, for a period of 5 (five) years after the Supply Agreement has ended.

14.10 Any reference in advertising material produced by the Supplier to the Supply Agreement or to relations that have existed or exist between the Purchaser and the Supplier, or in communications to third parties by it, must be approved beforehand and in writing by the Purchaser.

15. Industrial and intellectual property

15.1 The transfer of ownership of the Products will not result in the infringement of any industrial or intellectual property rights on the Products sold by the Supplier.

15.2 The Supplier undertakes, in any case, to hold the Purchaser harmless from any expense, of any nature, concerning, relating to or connected with the Supplier's infringement of industrial and intellectual property rights on the Products.

16. Court with jurisdiction and applicable law

16.1 These General Terms and Conditions of Purchase and the Supply Agreement are governed by the laws of Italy and application of the 1980 Vienna Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

16.2 Any dispute concerning, relating to or connected with the validity and interpretation of the General Terms and Conditions of Purchase or the validity, interpretation, fulfilment and/or termination of the Supply Agreement is subject to Italian jurisdiction and the court in the place where the Purchaser's head office is located has sole jurisdiction.