GENERAL TERMS AND CONDITIONS OF SUPPLY OF I.M.S. S.P.A. (VERS. 01/2026)

1. Definitions

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

1.2 "**Customer**" is the party (natural or legal person) who makes the purchase.

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

1.4 "**Order**" is the Customer's request, also sent in electronic format, for the goods to which the supply relates.

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

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 Supply**" are these general terms and conditions and any subsequent changes and variations to them by the Supplier, as communicated to the Customer and also available on the Supplier's website, at www.imspiping.com.

1.8 "**Supply Agreement**" is the contract between the Supplier and the Customer, according to article 3 below, in execution of which the Supplier transfers ownership of the Products to the Customer. In the absence of a specific agreement, the Supply Agreement is formed by the Order and the Order Confirmation or, in the case envisaged by clause 3.4, 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 Supply

2.1 The General Terms and Conditions of Supply apply to all contractual relations between the Supplier and the Customer 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 Customer.

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

2.3 The Parties agree that any changes or variations to these General Terms and Conditions of Supply will not have a retroactive effect on Supply Agreements that have already been entered into at the time when the changes come into effect, even if they have not been fulfilled yet.

2.4 These General Terms and Conditions of Supply, also as subsequently changed and/or varied by the Supplier, are to be considered as an integral and substantive part of each Order, Order Confirmation and all documents relating to the supply. They are intended as known to the Customer, 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 Supplier's website.

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

3. Order and Order Confirmation

3.1 The Order and the Order Confirmation shall be in writing, pursuant to and in accordance with Art. 1324, paragraph four, of the Italian Civil Code.

3.2 The Order will be intended as accepted by the Supplier solely at the moment when the Customer receives the Order Confirmation. The Supply Agreement will be entered into at the moment.

3.3 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 Supplier receives the Order Confirmation, duly signed by the Customer to indicate acceptance of the terms and conditions as indicated in the Order Confirmation. Any further changes or additions requested by the Customer must be accepted in writing by the Supplier.

3.4 In partial derogation from clause 3.1, 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, under the terms and conditions, including financial ones, for the quantities and with the delivery methods indicated in the Order, pursuant to and in accordance with Art. 1327 of the Italian Civil Code.

3.5 During fulfilment of the Supply Agreement, the Customer may ask the Supplier for changes in the quantity of the Products, and their delivery times or methods. In the absence of the Supplier's written acceptance of this request, the terms and conditions and fulfilment times and methods of the Supply Agreement indicated in the Order Confirmation will remain valid and effective.

3.6 The Supplier reserves the right to make changes to the Products that could influence their technical specifications, when it deems them to be necessary, without the obligation of notifying the Customer beforehand. Any characteristics and data resulting from catalogues and any documentation relating to the Products are to be considered as indicative and not binding for the Supplier.

3.7 In the event of revocation of the Order before it is accepted by the Supplier, the Customer will nonetheless 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

4.1 Without prejudice to the provisions of art. 9., the Products will be delivered to the Customer "EXW - Ex Works", unless expressly envisaged otherwise in the Order, in the case of acceptance through fulfilment according to clause 3.4 above, or in the Order Confirmation.

Any different 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 3.4 above) are always to be intended as indicative and not binding for the Supplier.

4.3 In accordance with the provisions of clause 4.1, if the Products are to be shipped or transported, delivery of the Products to the Customer will take place simultaneously with and as a result of delivery of the Products to the forwarder or carrier, unless otherwise envisaged in the Order, in the case of acceptance through fulfilment according to clause 3.4 above, or in the Confirmation Order.

4.4 The Supplier will not be held liable, under any circumstances, for late delivery of the Products caused by reasons beyond its control, causes of force majeure, reasons attributable to the competent authorities, to the forwarder or to the carrier. All expenses, costs or other charges that are incurred as a result of late delivery will be paid exclusively by the Customer, who may not claim any sum from the Supplier for this.

4.5 In the event of non-collection of the Products or when it is impossible to deliver them, for reasons beyond the Supplier's control, if they are stored on the Supplier's premises, the Customer will be required to pay, in addition to the value of the supply, the storage and administrative costs incurred by the Supplier and also any costs debited by the forwarder.

5. Causes of force majeure

5.1 A cause of force majeure is any event beyond the control and not dependent upon the conduct of the Supplier and that limits or prevents its production, to any extent (including, but not limited to: strikes, natural causes, fires, floods, wars, accidents, explosions, epidemics, partial or total breakdown of the machinery and equipment used to manufacture the Products, unavailability or limitations on the supply of electricity, utilities, transport, non-delivery or late delivery of raw materials or part thereof by suppliers, due to administrative measures or any other reason beyond the Supplier's control, orders of the authorities, etc.).

5.2 The Supplier will not be liable to the Customer for late delivery of all (or part) of the Products due to causes of force majeure and the delivery time will be intended as extended for the entire duration of the cause preventing delivery. If the event of force majeure lasts for over 150 (one hundred and fifty) days from the delivery date of the Products resulting from the Supply Agreement, each of the Parties will have the right to terminate the Supply Agreement, by notifying the other Party in writing and with prior notice of 10 (ten) days, without any right to compensation of damages by the other Party and reimbursement of costs and expenses of any kind incurred, which will always be paid by the Customer, in all cases. If the Supplier has completed production of part of the Products in the meantime, the Customer will pay the price for them if they are useful to it.

6. Equipment and packaging

6.1 Any equipment (such as die cutters, harnesses, etc.) that the Supplier may use in relation to a specific supply of Products, since it is the result of particular technical know-how and insofar as preparatory to the activities to which the Supply Agreement relates, is and will remain the property of the Supplier. Any sum requested from the Customer for said equipment is therefore to be intended as a cost for fulfilment of the supply of Products further to and different from their price and will therefore not be a purchase price of the equipment, unless otherwise envisaged in the Order, in the case of acceptance through fulfilment according to clause 3.4 above, or in the Confirmation Order. The equipment will remain at the Supplier's plant and will be made available to the Customer for the fulfilment of any future orders by the Supplier, for a maximum period of five years. After said five-year period, the Supplier may destroy the equipment, unless otherwise agreed in writing by the Parties.

6.2 Packaging of any nature that is used by the Supplier to package the Products for delivery and/or transport will become the property of the Customer, as a result of purchase of ownership of the Products that it contains. The Customer will be exclusively liable for disposal of the packaging, at its own expense.

7. Prices

7.1 The prices of the Products are indicated in the Order Confirmation (or in the Order, in the case of acceptance through fulfilment according to clause 3.4 above) and, where not otherwise specified, are intended as expressed in Euro, net of VAT and inclusive of packaging costs. If requested by the Customer or necessary for better transport of the Products, the Customer might be asked to pay a sum by way of payment for the use of specific packaging.

7.2 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 Customer.

8. Payments

8.1 Payment of the price of the Products and any other sum due from the Customer to the Supplier must be made by the Customer 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 3.4 above, or in the Confirmation Order.

8.2 In the case of late payments, and without the need for notice of default, the Customer will be required to pay default interest, at the rate for business transactions laid down by Art. 5 of Italian Legislative Decree no. 231/2002, on the unpaid amount, starting from the payment due date resulting from the provisions of clause 8.1.

8.3 In the case of late payment by the Customer of the sums due, regardless of the size of the debt or length of the delay, the Supplier will have the right to suspend fulfilment of any current Supply Agreement with the Customer.

8.4 In the case of late payment of the sums due exceeding 15 (fifteen) calendar days, regardless of the size of the debt, the Supplier will have the right to terminate any current Supply Agreement with the Customer, pursuant to and in accordance with Art. 1456 of the Italian

Civil Code.

8.5 Late payments will also result in the Customer forfeiting the right to any discount agreed on the individual Order.

9. Reservation of ownership

9.1 Without prejudice to the provisions of art. 4. (according to which the risk of deterioration of and/or damage to the Products, even partial, is transferred from the Supplier to the Customer as a result of delivery, as governed in said clause), the Supplier retains ownership of the Products up until full payment of the price of them.

9.2 The Customer, in consideration of the provisions of clause 9.1, is therefore required to store the Products delivered to it with the diligence of a depositary, up until the moment of full payment of the price and consequent transfer of ownership of them. Following delivery, the Customer therefore remains solely liable for any risks of loss, theft, deterioration and/or anything else occurring to the Products, even if due to chance or to force majeure, and also for the costs of maintenance and repair of the Products.

10. Warranty on the Products

10.1 The Supplier warrants that the Products conform with the technical specifications declared by the manufacturer on the Product technical data sheet, which the Customer, as a result of how the Order is formulated, represents that it knows and has accepted.

10.2 The Supplier warrants that the Products conform with the technical specifications expressly indicated by the Customer in the Order and accepted by the Supplier in the Order Confirmation.

10.3 The Supplier warrants that the Products are free of flaws and/or defects, in conformity with and within the limits of the technical warranty provided by the Manufacturer and envisaged in the technical warranty manuals in force at the time of delivery of the Products, where present.

10.4 The Supplier does not provide any warranty, of any nature, further to and/or different from those expressly envisaged in clauses 10.1, 10.2 and 10.3 and, in particular, the Supplier does not warrant that the Products:

(i) conform with particular specifications or technical characteristics further to and/or different from those of clauses 10.2 and 10.3;

(ii) are suited to the use for which they have been purchased by the Customer or are compatible for use with any other product and/or machinery and/or plant;

(iii) are suitable for installation on other products, machinery and/or plant.

10.5 The Supplier's warranty will not apply, in any case and by way of example, in the following cases:

(i) damage from transport (scratches, cuts, dents and similar);
(ii) damage from environmental and climatic alterations and those of any other nature;
(iii) damage caused by neglect, negligence, tampering or inability to use them by unauthorised personnel, by the Customer or by the Customer's personnel;
(iv) incorrect methods of storage, conservation and maintenance of the Products;
(v) inappropriate use of the Products;
(vi) tampering or attempts to repair or alter the Products;
(vii) late intervention to limit the consequences of any functioning anomalies of the Products;
(viii) normal deterioration of the Products consequent upon their use.

10.6 The Supplier's warranty is valid for 12 (twelve) months from delivery of the Products (as governed by art. 4), conditionally upon prompt reporting, within said time, of the event in relation to which the warranty is being applied.

10.7 In the case of flaws, defects and/or poor quality of the Products, the Supplier may repair or replace the Products, at its own discretion. The Products replaced or repaired under warranty 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 art. 11 of these General Terms and Conditions of Supply, failing which the warranty will be invalid.

10.8 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 excludes any other liability of the Supplier originating in any way from the faulty Products.

11. Complaints about supplies

11.1 Before any use of the Products, the Customer must:

(i) check that they correspond with what is envisaged by the Supply Agreement;
(ii) check for the absence of flaws and/or defects and/or poor quality of the Products.

11.2 The Customer forfeits any warranty relating to or connected with the state of the packaging, the quantity of Products, the exterior characteristics and/or flaws and/or defects of the Products if they are not reported to the Supplier within a maximum of 8 (eight) days of delivery (as governed by art. 4).

11.3 The Customer forfeits the warranty on flaws and/or defects and/or poor quality of the Products that are not visible (concealed defects) if they are not reported to the Supplier within a maximum of 8 (eight) days of their discovery.

11.4 No complaint may be submitted to the Supplier about Products already placed in use by the Customer without taking account of the specific characteristics of the Products and the systems used to manufacture them.

11.5 In the case of poor quality of the Products delivered with respect to what is envisaged by the Supply Agreement, the Customer will have the right to request replenishment of the supply; in any case, if said event occurs, the Customer will not have any right to terminate the Supply Agreement or suspend the payments due to the Supplier as payment for the Supply of Products that conform with the Supply Agreement, as these rights are expressly waived by the Customer.

11.6 The Customer undertakes not to use any faulty Products and to inform the Supplier immediately of any complaints from third parties that have come to its knowledge.

11.7 The Customer will not have the right, under any circumstances, to suspend or delay payments due to the Supplier in relation to the supply of products further to and/or different from those with flaws and/or defects and/or poor quality and/or not delivered or to the fulfilment of supply agreements further to and/or different from those being fulfilled, for which delivery of the disputed Products has already taken place.

12. Contractual liability

12.1 The Supplier does not accept any liability for damage to people or to property deriving from use of the Product to which the Supply Agreement relates.

12.2 The Supplier is exclusively liable for damages foreseen and foreseeable at the time of entry into the Supply Agreement that are an immediate and direct consequence of flaws and/or defects of the Products supplied, excluding any further and/or different damages of any nature. The Supplier's liability is limited, in all cases, to 100% of the value of the Supply Agreement.

12.3 The Supplier may not be held liable, in any way, for consequences of any nature suffered by the Customer as a result of use or non-use of the Products or installation of the Products in other products and/or machinery and/or plant.

13. Termination

13.1 The Supplier 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) an event of force majeure lasting over 150 (one hundred and fifty) days from the deadline for delivery of the Products, as envisaged in clause 5.2;

(ii) a delay in payments by the Customer exceeding 15 (fifteen) calendar days, as envisaged in clause 8.4;

(iii) the occurrence of events involving the Customer that confirm a state of crisis or that could prejudice its ability to meet the obligations accepted with the Supplier (including, but not limited to, winding-up, liquidation, access to insolvency procedures or settlement of the crisis, etc.).

(iv) the introduction of any new laws or regulations, including international regulations, which, for any reason, restrict or prevent the Customer from receiving the Supply or the Supplier from performing the Supply.

13.2 In the event of termination of the Supply Agreement due to occurrence of one of the circumstances indicated in clause 13.1, the Supplier will have the right to payment of any expense, of any nature, incurred to fulfil the terminated Supply Agreement, without prejudice to the right to compensation of further damages.

14. Processing of personal data and confidentiality

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

14.2 The Supplier is the Controller of the personal data provided by the Customer 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 Supplier provides to the Customer by publishing it on the website www.imspiping.com

14.3 The Supplier undertakes not to communicate to third parties and/or not to disclose the sensitive data of the Customer acquired in fulfilment of the Supply Agreement and not to make any use thereof, under any circumstances, other than the one connected with the fulfilment and management of the Supply Agreement.

14.4 For the entire duration of the contractual relationship and for a period of 5 (five) years from delivery (as governed in art. 4.) of the last supply of each Product, the Customer undertakes to maintain as confidential and not to disclose to third parties, unless strictly necessary for the purpose of legitimate use of the Products purchased, any information or technical data on the Products purchased, on their functioning or use, and thus also any administrative or business information relating to the Supply Agreement of said Products (price, payment times and warranty, etc.).

15. Industrial and intellectual property

15.1 Purchase of the Products and their use, direct or indirect, will not result in transfer to the Customer of any industrial or intellectual property rights on the Products sold, which are retained by the Supplier.

16. Court with jurisdiction and applicable law

16.1 These General Terms and Conditions of Supply 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 Supply 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 Supplier's head office is located has sole jurisdiction.