

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **Subject matter and scope of application.** These general terms and conditions of purchase (hereinafter the "General Terms and Conditions") shall apply between Prima Electro S.p.A. (hereinafter "PRIMA") and its suppliers (hereinafter "Supplier(s)") in respect of any sale of the Supplier's products and services to PRIMA (hereinafter collectively the "Products"). No amendment to these General Terms shall be valid unless accepted in writing by an authorised representative of PRIMA. Any different or additional terms set out in an offer or in any other document drawn up by the Supplier shall not be considered valid unless expressly accepted by PRIMA.
2. **Orders via the platform.** By accepting these General Terms and Conditions, the Supplier agrees to enter into Contracts with PRIMA via the IUNGO platform. The Supplier undertakes to use the IUNGO platform diligently and consistently as the primary and sole official tool for the operational management of purchase orders and related deliveries; in particular, this includes the processing of orders received, the confirmation of delivery dates, the specification of quantities to be delivered, and the timely updating of any other information relevant to the proper execution of the supply. The Supplier undertakes to notify PRIMA via IUNGO, as soon as it becomes aware of any such changes, regarding previously confirmed delivery dates, expected quantities or other conditions that may affect the timely fulfilment of the order. It is understood that any requests for rescheduling, postponement of deliveries or proposals for partial delivery must be managed and agreed exclusively via the IUNGO platform, unless otherwise agreed in writing. Prima Electro shall be entitled to refuse deliveries made on dates or in quantities that do not correspond to the information shown on the IUNGO platform, without prejudice to any further contractual remedies and compensation for any damages or costs incurred.
3. **Orders alternative to the IUNGO platform.** Subject to the Supplier's express written authorisation and accreditation, as an alternative to using the IUNGO platform, PRIMA may send written orders to the Supplier by email; in such cases, the Supplier's acceptance and/or confirmation of the orders must be made by email, in full compliance with internal procurement procedures. PRIMA's purchase orders must be returned to PRIMA, initialled by the Supplier, within 5 (five) days of being sent to the Supplier by email. PRIMA's orders shall be deemed to have been tacitly accepted by the Supplier in the absence of written or email objection within 5 (five) days of their being sent to the Supplier. The Supplier's commencement of fulfilment of the orders, even in part, shall be deemed to constitute tacit acceptance of the order and the General Terms and Conditions, and the conclusion of the individual contract. The subject matter of the individual order shall be the delivery terms, the description and quantity of the Product, and the price, in addition to any specific conditions that may have been agreed. Only where the Order is placed via the IUNGO platform or where the Supplier, having been previously accredited and authorised, holds a Valid Order, shall the Supplier be authorised to deliver Products to PRIMA.
4. **Cancellation and assignment of orders.** PRIMA may cancel orders placed until it has received written order confirmation from the Supplier or notification that the Supplier has commenced fulfilment of the order. The Supplier shall not be entitled to assign the order or the contract, nor any of its obligations, to any other party without the prior written consent of PRIMA.
5. **Delivery of Products.** In the case of the purchase of goods, unless otherwise agreed in the order, the Products shall be delivered to PRIMA's premises in Moncalieri (TO) or Barone Canavese (TO), Italy. Should the Supplier engage a carrier, this shall be deemed to be on its own behalf; consequently, the transfer of risk takes place upon delivery to PRIMA and the Supplier remains fully liable for all risks and damage arising from transport. This condition, which places all transport costs and risks on the Supplier, applies to all deliveries of Products (and components), including Products (and components) to be delivered in connection with repairs or replacements. Any costs incurred by PRIMA on behalf of the Supplier in relation to the delivery shall be charged to the Supplier.
6. **Delivery Terms for Products.** The delivery terms for Products are specified in individual orders and, unless otherwise agreed in writing, are to be regarded as binding. In the event of a delay in delivery not attributable to force majeure, PRIMA shall be entitled to claim from the Supplier, by way of a penalty for the delay, payment of an amount equal to 1 per cent of the net price of the Products delivered late for each full week of delay, up to a maximum of 10 per cent and without prejudice to PRIMA's right to claim compensation for any further loss suffered as a result of the delay attributable to the Supplier, such as, by way of example, reimbursement of costs incurred in arranging special transport at the Supplier's expense and risk in order to expedite delivery of the Products or to have services carried out by third-party suppliers. In the event of a delivery delay exceeding 10 weeks, PRIMA shall also be entitled to (i) cancel the order and refuse the late delivery of the Products; or (ii) source the Products from third parties, charging

the Supplier the additional procurement costs in excess of those agreed in the order placed with the Supplier. PRIMA reserves the right to refuse early deliveries of the Products. Should PRIMA refuse to accept Products delivered ahead of the agreed delivery date, the Supplier shall bear any and all costs arising from such early delivery.

7. **Packaging.** PRIMA reserves the right to specify, in individual orders, particular methods of packaging and wrapping the Products, to which the Supplier must comply. The price of the Products stated in the individual order is deemed to include all packaging and wrapping costs.
8. **Title.** Title to the Products and all risks shall pass to PRIMA upon delivery of the Products in accordance with Article 5 of these General Terms and Conditions.
9. **Product Quality Checks and Acceptance.** PRIMA is entitled to check the quality of the Products, or to have them checked by third parties, in accordance with PRIMA's quality procedures. The procedures for testing, verification and quality control are set out in the annex entitled 'Quality of Supplies', which forms an integral and essential part of these General Terms and Conditions. The checks and inspections shall be carried out at PRIMA's premises after delivery or at the Supplier's premises prior to delivery of the Products and shall be conducted by personnel appointed by PRIMA. Should the checks prove unsuccessful, without prejudice to PRIMA's right to cancel the order in whole or in part, PRIMA shall notify the Supplier of its rejection of the Products within thirty (30) days of delivery. In the event of rejection of Products forming part of the Supplier's standard production range, the Supplier must, within fifteen (15) days of written notification of rejection of the Products, deliver replacement Products to PRIMA; in the event of rejection of Products customised for the specific order, the parties shall agree on the terms and conditions for the replacement of the rejected Products. If, within thirty (30) days of delivery, PRIMA has not notified the Supplier of its rejection of the Products, they shall be deemed to have been accepted as complying with PRIMA's quality standards, without prejudice, in any event, to the warranty against defects and for proper functioning pursuant to Article 10. If, on the other hand, PRIMA rejects a Product on the grounds that it does not meet the required quality standards and the Supplier fails to replace it within the time limits set out above, PRIMA shall promptly return the rejected Product to the Supplier, who must immediately issue a credit note for the value of the returned Product. It is understood that, in the event of a return by PRIMA, the late payment penalties referred to in Article 6 shall apply until the returned Product has been replaced.
10. **Warranties.** Without prejudice to any other legal remedies available to PRIMA, the Supplier warrants that the Products shall comply with the technical specifications set out in the order and the order confirmation and/or in the technical documentation, shall comply with type-approval specifications and applicable Italian and European regulations (where applicable), shall be fit for the purpose for which they are intended by PRIMA, and shall be free from any defects in design, manufacture or materials. In the case of the purchase of goods, the Supplier also guarantees the proper functioning of the Products in accordance with Article 1512 of the Italian Civil Code. The warranty period is 18 (eighteen) months from the date of delivery of the Products to PRIMA, unless otherwise specified in the quotation or order confirmation, and provided that PRIMA has notified the Supplier in writing of the defect found within 15 (fifteen) days of its discovery. During the warranty period, the Supplier undertakes to replace or repair the defective Products free of charge, or to re-perform the services, at PRIMA's discretion, at PRIMA's premises. Any part of the Product that has been repaired or replaced is warranted by the Supplier for 18 (eighteen) months from the date of repair or replacement. The warranties set out in this clause do not affect the other remedies available to the purchaser under the law. The provisions of this clause shall survive the termination or expiry, for any reason, of the General Terms and Conditions.
11. **Epidemic failures.** If the Products exhibit defects or non-conformities on a widespread scale, the parties shall meet to jointly identify possible remedies, and deliveries of Products relating to the relevant order(s) shall be postponed, at PRIMA's request, until the defect has been identified and rectified. Should the Supplier fail to identify a remedy within 30 (thirty) days of receiving notification from PRIMA to the Supplier regarding the epidemic failure, PRIMA shall be entitled to cancel any outstanding orders without incurring any liability for such cancellation and without prejudice to any other remedy available to PRIMA under the law or the contract. In the event that the epidemic failure has been identified and rectified, the Supplier shall, at its sole expense, replace the defective Products with non-defective Products and reimburse PRIMA for any and all costs or damages incurred by PRIMA in identifying the defect and/or replacing the Products already delivered. The provisions of this clause shall survive the termination or expiry, for any reason, of the General Terms and Conditions.

12. **Product liability and insurance.** The Supplier shall remain solely and exclusively liable for damage to persons and property caused by the Products supplied in accordance with these General Terms and Conditions. The provisions of this clause shall survive the termination or expiry, for any reason, of the General Terms and Conditions. The Supplier is required to take out and maintain appropriate and adequate insurance cover for civil liability arising from defective products and to provide documentary evidence thereof at PRIMA's request. Where individual orders relate to the processing of products supplied by PRIMA, the Supplier shall, at PRIMA's request, also provide documentary evidence of having taken out adequate insurance cover against the risks of theft and fire.
13. **Industrial and intellectual property rights.** PRIMA retains ownership of all industrial and intellectual property rights relating to designs and drawings, ideas, processes, methods and inventions, whether patentable or otherwise, together with models, know-how, expertise, equipment and all illustrative technical documentation that may be provided to the Supplier for the purposes of fulfilling the order. Consequently, the provision of any document, in any form, whether in paper or electronic format, by PRIMA shall in no way confer upon the Supplier or any of its successors in title, either expressly or implicitly, any licence to any industrial or intellectual property rights of PRIMA or its licensors, unless otherwise agreed in writing between the parties. The Supplier may not reproduce PRIMA's manuals, drawings, designs, technical specifications, specifications, methods or documents unless expressly authorised in writing by PRIMA. All Products must be assembled by the Supplier bearing the PRIMA trademark exclusively. The Supplier warrants to PRIMA that the Products and the documentation delivered pursuant to the orders do not infringe any patent, copyright or other intellectual or industrial property right belonging to third parties, and that no proceedings for infringement of such rights relating to the Products are pending. The provisions of this clause shall survive the termination or expiry, for any reason, of the General Terms and Conditions.
14. **Prices and Terms of Payment.** The prices of the Products and the terms of payment are set out in the orders and include packaging costs in accordance with the provisions of Articles 5 and 7. The Supplier warrants that the prices stated in the orders do not exceed those charged by third-party suppliers for products similar to the Products in terms of quantity, quality and technical specifications. The Supplier guarantees that, for the duration of the General Terms and Conditions, it will not offer to third parties products similar to the Products in terms of quantity, quality and technical specifications at a lower price than that charged to PRIMA, without also offering that lower price to PRIMA.
15. **Invoicing and settlement.** The Supplier shall issue invoices for the Products specified in the orders on a date no earlier than the delivery date. Invoices must include a reference to the order number and the PRIMA product code and must specify the quantity and description of the Products. Any document accompanying the Products must include the order number and the PRIMA product code, to enable the identification and acceptance of the Products; for Services rendered, the Supplier must ensure that the 'Service Completion Note' is completed and submitted together with the invoice. PRIMA may suspend payment of invoices that do not bear the order number and/or contain incorrect details and/or are not accompanied by a completed 'Service Completion Note'. PRIMA may set off against the Supplier's invoices any sum owed by the Supplier to PRIMA for any reason whatsoever, even if not arising from the same grounds as the invoice itself. The Supplier, however, may not set off sums owed by the Supplier to PRIMA for any reason against sums owed by PRIMA to the Supplier, nor may the Supplier assign orders or the receivables arising therefrom to third parties without PRIMA's prior written consent.
16. **Suspension of payments.** PRIMA may suspend payment of the Supplier's invoices in the event of the Supplier's prolonged failure to fulfil any of its obligations arising from these General Terms and Conditions or from orders if, despite 15 (fifteen) days having elapsed since the Supplier received a formal notice to comply sent by PRIMA, the Supplier has not remedied its failure to fulfil its obligations.
17. **Term and termination.** These General Terms and Conditions shall take effect between the parties upon signature by the Supplier and shall be valid and binding in respect of any contract, order or specific supply agreement entered between the parties from that time onwards. PRIMA shall be entitled to terminate these General Terms and Conditions or individual orders by written notice to the Supplier in the event that a) the Supplier is subject to insolvency proceedings; b) the Supplier has failed to fulfil any of its obligations arising from these General Terms and Conditions or from orders, despite the fact that 15 (fifteen) days have elapsed since the Supplier received a formal notice to comply sent by PRIMA; c) immediately, in the circumstances provided for in Article 21.
18. **Force majeure.** The parties shall not be liable for any delay or failure to perform their obligations arising from unforeseeable events beyond their direct control. This includes, amongst others: natural events, including earthquakes and floods; civil or military unrest; fires; epidemics; wars; insurrections; embargoes; energy

restrictions; transport disruptions; and strikes (including company-wide strikes). In the event of force majeure, the delivery dates for the Products may be postponed for as long as is necessary to remedy the cause of the delay.

- 19. Confidentiality.** The Supplier must keep confidential and refrain from using any confidential information belonging to PRIMA. PRIMA considers that any documentation provided to the Supplier for the purposes of fulfilling the order may contain valuable industrial and/or commercial secrets of PRIMA, the disclosure of which, without PRIMA's written authorisation, could cause irreparable damage to PRIMA. Accordingly, the Supplier undertakes not to disclose such information to third parties, nor to disseminate or use it for purposes other than the fulfilment of the order or for any other purposes that may be authorised in writing by PRIMA. This confidentiality obligation shall remain in force even after the termination of the General Terms and Conditions for any reason.
- 20. Compliance requirements regarding exports, international sanctions and legislative restrictions.** The Supplier undertakes to ensure full compliance with all applicable legislation on export controls, including, but not limited to:
- Regulation (EU) 2021/821 on the export, transit, brokering, technical assistance and transfer of dual-use items, as amended and supplemented;
 - Italian Law No. 185 of 9 July 1990, as amended and supplemented, containing provisions on the control of the export, import and transit of armaments;
 - Council Common Position 2008/944/CFSP of 8 December 2008 defining common rules governing control of exports of military technology and equipment
 - EU regulations concerning restrictive measures against third countries, including, but not limited to, those adopted with regard to Russia and Belarus, and subsequent amendments and supplements;
 - the sanctions and embargoes imposed by the European Union, the United Nations and, where applicable, the United States of America (OFAC/EAR).
 - The Union Customs Code (Regulation (EU) No 952/2013) and the applicable customs legislation, including the rules on origin, customs classification and value.

The Supplier represents and warrants that the goods, software, services and technologies supplied to PRIMA do not breach any sanctions, embargoes or restrictive measures imposed by the European Union, the United Nations or, where applicable, the United States of America (EAR/OFAC).

- 20.1.** To this end, the Supplier must provide PRIMA in writing, at the email address compliance@primaelectro.com, prior to the fulfilment of each order and, in any event, no later than before the delivery of the Products, with the following information:
- the origin of the goods, specifying both the non-preferential origin and, where applicable, the preferential origin, together with the customs heading (Combined Nomenclature code or HS/Harmonized System code) for each Product;
 - the classification of the goods in accordance with Regulation (EU) 2021/821, indicating whether or not the Products fall within the category of dual-use items referred to in Annex I to that Regulation and, if so, the relevant classification code;
 - whether the Products fall within the category of military equipment, as defined by the European Union's Common Military List and by Law No. 185 of 1990;
 - the ECCN (Export Control Classification Number) classification in accordance with the US Export Administration Regulations (EAR), where applicable;
 - details of any restrictions on export, re-export or transfer from outside the EU, including those arising from export control regulations issued by third countries, which may affect the subsequent resale or export of the Products by PRIMA.

The Supplier must provide, at PRIMA's request, any further technical documentation, certifications, end-use statements, end-user statements and any other information useful for the purposes of assessing the supply's regulatory compliance.

- 20.2.** As part of the compliance required under these GPC (General Purchase Conditions), the Supplier is strictly prohibited from selling, transferring, exporting, re-exporting, or making available, directly or indirectly, any goods, software, technologies, or components intended for:
- the Russian Federation or the Republic of Belarus;
 - entities established, resident or operating in the aforementioned countries;
 - end-users where there is a reasonable likelihood of use in those territories.

It is also prohibited to circumvent these restrictions via third countries, intermediaries, resellers, triangulation or any other evasive conduct. This obligation stems from the EU sanctions regimes on exports to Russia and Belarus, including Council Regulations (EU) No 833/2014 and No 765/2006 and their subsequent amendments and additions,

in conjunction with the controls on dual-use and military goods established by Regulation (EU) 2021/821 and EU legislation on restrictive measures. To this end, the Supplier guarantees that:

- no entity further down the supply chain may circumvent the restrictions set out in this article;
- no unauthorized re-export shall take place to countries subject to an embargo or to sanctioned entities;
- any redistribution, re-export or transfer of goods will comply with the prohibitions imposed by EU, UN and, where applicable, US regulations.

20.3. The Supplier must adopt binding contractual measures with its subcontractors, distributors, and intermediaries to ensure full compliance with the obligations set forth in this article, including the obligation to extend the restrictions provided herein along the entire supply chain. The Supplier must establish and maintain adequate internal control systems to:

- detect attempts to circumvent the restrictions;
- monitor suspicious behaviour in the commercial chain;
- verify the compliance of subcontractors and commercial partners.

Upon request, the Supplier must provide PRIMA with documentary evidence of the adoption of such measures within 10 (ten) working days of the request. The Supplier must notify immediately, and in any event within 48 (forty-eight) hours of becoming aware of it:

- *difficulties in applying Export Control measures;*
- *signs of circumvention by third parties, including subcontractors, distributors, or intermediaries;*
- *suspicious requests from customers or intermediaries;*
- *anomalies regarding the declared end-use of the Products;*
- *the inclusion of the Supplier or its subcontractors in lists of persons or entities subject to sanctions or embargoes by the EU, UN, USA, or other competent bodies.*

20.4. Within the scope of this compliance, PRIMA has the right to:

- verify the Supplier's documentation regarding export control compliance;
- request audits on the Supplier's processes and commercial chain, including through qualified third parties;
- request periodic reports regarding goods classification and export authorizations.

The Supplier undertakes to fully and promptly cooperate with PRIMA, providing all requested information and documentation within the terms indicated by PRIMA, normally not less than 10 (ten) working days, barring cases of urgency.

20.5. The Supplier guarantees that all licenses, authorizations, and clearances necessary for the export, transfer, or supply of the Products to PRIMA are obtained prior to delivery. The delivery of the Product to PRIMA is subject to the Supplier obtaining any required export licenses. The Supplier shall not be held liable for delivery delays that are the direct and exclusive consequence of government licensing or authorization procedures not dependent on the Supplier's act or negligence, provided that the Supplier has promptly informed PRIMA of the need for such licenses and has diligently cooperated with the competent authorities. In any case, PRIMA's right to terminate the order shall remain unaffected if the delay in issuing the licenses exceeds 90 (ninety) days.

20.6. The Supplier declares and guarantees that the Products supplied to PRIMA are not intended, in whole or in part, to be used for:

- the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical, biological, or nuclear weapons or other nuclear explosive devices, or the development, production, maintenance, or storage of missiles capable of delivering such weapons;
- military, paramilitary, police, intelligence, and surveillance purposes by governments or entities acting on their behalf, when the purchasing or destination country is subject to an arms embargo imposed by the EU, the UN, or Italy;
- being used as parts or components of armament materials that could be exported without authorization or in violation of Italian or European regulations. The Supplier undertakes to immediately inform PRIMA if, before or after delivery, it becomes aware or has reasonable grounds to believe that the supplied Products may be intended for any of the aforementioned uses.

21. Violations regarding Exports, International Sanctions, and Legislative Restrictions. Any violation, even partial, of the rules contained in this section constitutes a serious and substantial contractual breach. In such case, without prejudice to any other remedy provided by law, PRIMA shall have the right to:

- the immediate termination of the contract and of all pending orders, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by means of a simple written notice;
- the immediate suspension of all ongoing supplies;
- full compensation for all damages suffered, including, by way of example and not limitation: administrative or penal sanctions, confiscations, seizures, or other abative measures, legal and compliance expenses, reputational damage, loss of authorizations or licenses, exclusion from EU programs or funding, and blacklisting by regulatory authorities;

- the application of contractual penalties, where provided for in individual orders. The Export Control obligations set forth in this article shall survive the delivery of the goods, the termination, or the expiration, for any reason, of the General Conditions or individual orders, and shall remain applicable to any subsequent transfer, modification, or integration of the contractual relationship.

22. Environment, Health and Safety Compliance – General Provisions.

22.1. The Supplier guarantees that all materials, components, products, equipment, substances, and services supplied to PRIMA fully comply with the applicable legislation in force regarding the environment, health, safety, worker protection, and sustainability in the country of production, the country of commercialization, and the final destination country of the goods. The Supplier is responsible for verifying the validity, update status, and applicability of laws, regulations, and technical standards, without the possibility of exceptions for regulatory misalignment. Supplies must also comply, where relevant, with:

- Directive 2014/35/EU (Low Voltage);
- Directive 2014/30/EU (Electromagnetic Compatibility);
- Directive 2006/42/EC (Machinery) and Regulation (EU) 2023/1230 on machinery, as of the date of its full applicability;
- Legislative Decree No. 81 of April 9, 2008, and subsequent amendments and additions (occupational safety);
- harmonized technical standards and CE marking requirements, including Regulation (EU) 2023/988 on general product safety (GPSR);
- European Union and national environmental regulations on waste, emissions, and hazardous substances, including provisions on environmental liability.

22.2. The Supplier must provide, where applicable, the EU/EC Declaration of Conformity, instruction manuals in Italian and, upon request, in English or in the language of the final destination country indicated by PRIMA, and complete technical data sheets.

22.3. The Supplier guarantees full compliance with Regulation (EC) No. 1907/2006 (REACH), including all subsequent revisions and supplements. The Supplier undertakes to:

- verify and ensure the absence of substances of very high concern (SVHC) included in the Candidate List in a concentration exceeding 0.1% w/w in the supplied articles, unless prior written notice is given to PRIMA, specifying the substance, the concentration, and the risk management measures adopted;
- promptly notify PRIMA, and in any event within 15 (fifteen) days of the updating of the Candidate List or of becoming aware of the fact: the presence of SVHCs, substances subject to authorization pursuant to Annex XIV, and substances subject to restriction pursuant to Annex XVII;
- provide updated Safety Data Sheets (SDS) for each substance or mixture supplied, compliant with REACH and CLP standards in Italian;
- monitor the semi-annual updates of the Candidate List published by ECHA and autonomously adopt them, adjusting its supplies without the need for a prior request from PRIMA. In the absence of specific communications from the Supplier within 30 (thirty) days of the regulatory updates, the Supplier shall be deemed to have confirmed the full compliance of the supplies with the new requirements.

22.4. The Supplier guarantees that all products and components supplied to PRIMA comply with Directive 2011/65/EU (RoHS) and subsequent amendments and supplements, including the restrictions introduced by Delegated Directive (EU) 2024/232 and further delegated acts. In particular, the Supplier ensures that:

- the products comply with all current restrictions on hazardous substances set out in Annex II of the RoHS Directive;
- any RoHS exemptions are applied only if provided for by current regulations, legitimate, and communicated in advance in writing to PRIMA, indicating the regulatory reference and the expiration date of the exemption;
- any update to the RoHS regulations will be implemented without delay in future supplies, with the obligation of prior notification to PRIMA in the event of changes to the composition of the products.

Upon PRIMA's request, the Supplier must provide a formal declaration of RoHS compliance or equivalent documents for each Product or family of Products.

22.5. Should the Products be intended, directly or indirectly, for non-EU markets, or should PRIMA so request, the Supplier guarantees compliance with applicable international regulations, including the following:

- **PFAS – USA and Canada Regulations.** The Supplier guarantees: a) the absence or prior declaration of per- and polyfluoroalkyl substances (PFAS) regulated or prohibited by the federal and state laws of the United States of America and by Canadian federal regulations; b) the fulfilment of all notification, restriction, labelling, and reporting obligations; c) continuous updating regarding the evolution of PFAS restrictions.
- **TSCA – Toxic Substances Control Act (USA).** For Products intended for the USA market, the Supplier guarantees: a) no substances prohibited under Section 6 of the TSCA are present; b) all chemical substances are listed in the TSCA Inventory; c) compliance with all reporting, notification, and certification obligations.

- **California Proposition 65.** The Supplier undertakes to: a) declare in advance the presence of substances included in the Proposition 65 list; b) provide the information necessary for proper labelling and warnings ("warning"); c) promptly communicate updates to the list.
- **POP Regulation (EU).** The Supplier guarantees the absence of persistent organic pollutants in accordance with Regulation (EU) 2019/1021 and the Stockholm Convention.

23. Sustainability, ESG, and Due Diligence. The Supplier undertakes to operate in accordance with environmental, social, and governance (ESG) sustainability principles, ensuring:

- a. the gradual reduction of the environmental impact of production processes, including the reduction of greenhouse gas emissions;
- b. the efficient use of energy, water, and raw materials, adopting technologies and processes with a lower environmental impact;
- c. the minimization of waste, the increase of recycling, and the recovery of materials, in consistency with circular economy principles;
- d. the gradual reduction of the use of hazardous substances in production processes and products;
- e. the ethical, transparent, and responsible management of the supply chain, with particular attention to respect for human rights, the protection of decent work, and the prevention of any form of exploitation.

23.1. Should PRIMA be subject to the obligations of Directive (EU) 2024/1760 (Corporate Sustainability Due Diligence Directive – CSDDD) or similar national or supranational regulations regarding supply chain due diligence, the Supplier undertakes to actively cooperate with PRIMA to enable its full compliance, providing all necessary information and documentation within the terms indicated by PRIMA.

23.2. The Supplier undertakes, upon PRIMA's request, to provide documentary evidence of holding environmental management system certifications (ISO 14001 or EMAS) and occupational health and safety management certifications (ISO 45001), or equivalent internationally recognized certifications.

23.3. The Supplier undertakes to promptly notify PRIMA of any environmental incidents, severe injuries, or human rights violations occurring within its supply chain that could reasonably have an impact on the supplied Products or on PRIMA's reputation.

24. Cybersecurity Measures and Incident Notification Obligation. The Supplier acknowledges that Prima Electro S.p.A. is an entity falling within the scope of current cybersecurity regulations under Directive (EU) 2022/2555 and the related Italian legislative decree of September 4, 2024, No. 138 ("NIS2"), as an important entity, and undertakes, for the entire duration of the contractual relationship, to adopt and maintain cybersecurity measures appropriate and proportionate to the nature of the supply, suitable for preventing, managing, and mitigating events that may compromise the confidentiality, integrity, availability, and authenticity of data, systems, and services to and from Prima Electro or otherwise connected to the execution of the supply. The Supplier also undertakes to ensure that its personnel and any involved subcontractors operate according to appropriate security criteria, to cooperate in good faith with Prima Electro, and to report without undue delay, and in any event within 48 (forty-eight) hours of becoming aware of it, any cybersecurity incident or serious vulnerability by communication to the address security@primaelectro.com. Suppliers catalogued by Prima as "critical influenceable suppliers" shall, upon Prima's request, be required to complete specific questionnaires provided by PRIMA.

25. Regulatory Updates. The Supplier guarantees the automatic incorporation of all new standards, directives, regulations, and provisions that become binding after the date of acceptance of these General Conditions, without the need for prior notice or request by PRIMA. The Supplier remains obligated to promptly notify PRIMA, and in any event within 30 (thirty) days from the entry into force of the new regulations, of any new legislation that may affect the compliance, composition, safety, or marketability of the supplied Products.

26. Survival of Terms. The following clauses shall remain valid even after the termination and/or expiration of the General Conditions and orders: Art. 10 (Warranties), Art. 11 (Epidemic Failures), Art. 12 (Product Liability and Insurance), Art. 13 (Industrial and Intellectual Property Rights), Art. 19 (Confidentiality), Art. 20 (Compliance Provisions regarding Exports, International Sanctions, and Legislative Restrictions), Art. 21 (Violations regarding Exports, International Sanctions, and Legislative Restrictions), Art. 22 (Environment, Health and Safety Compliance – General Provisions), Art. 23 (Sustainability, ESG, and Due Diligence), Art. 24 (Cybersecurity Measures and Incident Notification Obligation), Art. 25 (Regulatory Updates).

27. Applicable Law and Jurisdiction. These General Conditions and any contract or order between PRIMA and the Supplier shall be governed by Italian law, with the exclusion of the application of the Vienna Convention on Contracts for the International Sale of Goods, and all disputes arising from or connected with these General Conditions and with all contracts or orders concluded between PRIMA and the Supplier shall be definitively and exclusively resolved by the Court of Turin.

28. Privacy. The Supplier hereby authorizes the processing of its personal data, such as personal and identification data, in paper, electronic, and telephone format, for the pursuit of purposes strictly connected to the performance of the services subject to these General Conditions, as indicated in the information notice pursuant to Articles 13 and 14 of EU Regulation 2016/679 of the European Parliament and of the Council, as subsequently amended and supplemented. The personal data provided will be processed in compliance with the applicable privacy legislation; therefore, PRIMA undertakes to process them in accordance with the principles of fairness, lawfulness, and transparency, in compliance with the purposes indicated below, collecting them to the extent necessary and accurate for processing, having them used only by expressly authorized and trained personnel, and in order to ensure the necessary confidentiality of the information provided. PRIMA may use the Supplier's data to:

- comply with legal provisions in civil, tax, and EU regulatory matters, as well as rules, codes, or procedures approved by competent Authorities and other Institutions;
- allow the correct regulatory, technical, and economic management of the contractual relationship;
- establish or defend a legal claim, as well as in administrative proceedings or arbitration and conciliation procedures in the cases provided for by laws, European Union legislation, and regulations.

The processing of the data is necessary for the performance of the services subject to these General Conditions. Third parties, data processors, and persons in charge of processing, both in Italy and abroad—such as suppliers, consultants, collaborators, and employees of PRIMA and other companies controlled by or affiliated with it, or companies controlling it or under common control—may receive communication of the data or otherwise become aware of them, all within the scope of PRIMA's normal activities (of an organizational, administrative, financial, and accounting nature) for purposes strictly connected with the management of the service subject to these General Conditions and, in any case, in such a way as to ensure the security and confidentiality of the data themselves, through protection measures that prevent unauthorized persons from accessing the data. PRIMA is considered the Data Controller for legal purposes. In this capacity, it is responsible for ensuring the application of the organizational and technical measures necessary and appropriate to protect the Supplier's data. The Company's registered office is located at Strada Carignano, 48 – Moncalieri (TO), Italy. **PRIMA has appointed the Legal Privacy Representative** responsible for ensuring compliance with the rules for the protection of the Supplier's privacy, who can be contacted for issues concerning the processing of their data at the following dedicated email address: privacy@primaelectro.com.

PRIMA guarantees the Supplier the right to:

- obtain confirmation as to whether or not personal data concerning them exist and obtain a copy thereof in an intelligible form;
- obtain the updating, rectification, or integration of their data;
- request the erasure of their data, within the terms permitted by law, or request that they be anonymized;
- object, in whole or in part, on legitimate grounds, to the processing of personal data concerning them;
- restrict processing in the event of a breach, request for rectification, or objection;
- request the portability of electronically processed data provided on the basis of consent or a contract;
- withdraw consent to the processing of their data, where applicable;
- in the case of entirely automated profiling, obtain the intervention of the Data Controller to express their point of view and contest the decision.

PRIMA undertakes to respond to the Supplier's requests within one month, except in cases of particular complexity, which may take a maximum of 3 months, providing adequate explanation thereof. The withdrawal of consent shall not affect the lawfulness of processing carried out prior to such withdrawal. PRIMA specifies to the Supplier that a fee may be requested if the Supplier's requests are manifestly unfounded, excessive, or repetitive; to this end, PRIMA shall keep a record of the Supplier's requests for intervention.

29. Ethical Principles. The Supplier declares: (1) that it is aware of the legislation in force regarding the administrative liability of legal entities and companies and, in particular, the provisions of Legislative Decree No. 231/2001; (2) that it has received or viewed on PRIMA's website the "Code of Ethics" and "Code of Conduct" documents drawn up by PRIMA; (3) that it is aware of the contents and principles of said Codes of Ethics and Conduct, and of the purposes pursued by such contents and principles; and (4) undertakes to align its activities with substantially equivalent principles. The Supplier undertakes not to engage in, and to ensure—pursuant to Article 1381 of the Italian Civil Code—that its shareholders, directors, employees, and/or collaborators do not engage in acts or conduct that may result in a violation of PRIMA's Code of Ethics and, more generally, conduct that could lead to the commission, even attempted, of the offences contemplated by Legislative Decree No. 231/2001, and to adopt and implement, where necessary, suitable procedures to prevent such violations.

In the event of any breach, even partial, of the obligation set forth in the preceding paragraph, PRIMA shall have the right to: (i) suspend, at any time and without prior notice, the performance of the order, by means of a registered letter containing a brief indication of the factual circumstances or judicial proceedings from which the breach in question may reasonably be inferred; or, alternatively, (ii) terminate the order by operation of law pursuant to Article 1456 of the Italian Civil Code, at any time, including while it is in progress.

Date and place: _____

For the Supplier

Company: _____

Name and job title: _____

Signature: _____

Continued page 10

SPECIFIC APPROVAL (Art. 1341 and 1342 c.c.)

The Supplier declares to have carefully read and to specifically approve, pursuant to and for the purposes of Articles 1341, paragraph 2, and 1342 of the Italian Civil Code, the following clauses of these General Purchasing Conditions, whose content and effects it expressly acknowledges:

- **art. 2**, obligation to use the IUNGO platform, PRIMA's right not to accept non-compliant deliveries and to claim damages;
- **art. 3**, tacit acceptance of orders due to lack of dissent and equating the start of execution to the conclusion of the contract;
- **art. 4**, right to revoke orders and prohibition of assigning orders, contracts, or obligations without written consent;
- **art. 5**, allocation to the Supplier of costs, risks, and damages associated with transport;
- **art. 6**, binding nature of delivery terms, penalties for delay, compensation for greater damages, order cancellation, rejection of late/early deliveries, and sourcing from third parties with charging of extra costs;
- **art. 9**, rejection of Products, replacement, return, credit note, and penalties until effective replacement;
- **art. 10**, fifteen-day period for reporting defects and related consequences;
- **art. 11**, right to postpone deliveries, cancel pending orders, and request expense/damage reimbursement for epidemic defects;
- **art. 12**, Supplier's liability for damages and insurance obligations to be borne by it;
- **art. 13**, PRIMA's industrial and intellectual property rights, prohibitions on reproduction/use, and guarantees of non-infringement of third-party rights;
- **art. 15**, suspension of payment for irregular invoices, set-off, and prohibition of set-off or assignment of receivables without written consent;
- **art. 16**, right to suspend payments in case of breach;
- **art. 17**, right of withdrawal from the General Conditions or individual orders;
- **art. 18**, suspension or postponement of delivery terms in case of force majeure;
- **artt. 20, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6 and 21**, compliance obligations regarding exports, international sanctions, legislative restrictions, controls, suspension of supplies, immediate termination, and damages compensation;
- **artt. 22, 22.1, 22.2, 22.3, 22.4, 22.5, 23, 23.1, 23.2 e 23.3**, obligations regarding environmental compliance, health and safety (REACH, RoHS, PFAS, TSCA, POP), ESG sustainability, and duty of diligence;
- **art. 24**, cybersecurity obligations (NIS2), completion of questionnaires, and incident reporting;
- **art. 25**, obligation to adopt regulatory updates and notify them to PRIMA;
- **art. 27**, applicable Italian law and exclusive jurisdiction of the Court of Turin;
- **art. 29**, right to suspend the execution of the order or to terminate the relationship by operation of law pursuant to Article 1456 of the Italian Civil Code.

Date and place: _____

For the Supplier

Company: _____

Name and job title: _____

Specific approval signature: _____