

SUPPLIER REQUIREMENTS AND GENERAL TERMS AND CONDITIONS OF PURCHASE

1. VALIDITY

These General Purchase Terms and Conditions (the "Terms") form an integral and substantial part of every purchase order (the "Order") for materials and goods of all kinds (the "Goods") issued by EES S.p.A. (the "Buyer") to a supplier (the "Supplier" or "Seller") and are considered valid, effective and operational unless otherwise indicated in the Order itself. In the event of a conflict between the general rules and the special rules contained in the Order, the latter shall prevail.

2. ORDERS

The order is considered finalized and, therefore, the contract concluded with the receipt by the buyer of the confirmation and full acceptance of the same by the seller, without changes or reservations, which must be sent in writing within the seventh (7th) day from the date of receipt of the order.

In the absence of feedback from the supplier within this period, and therefore in the absence of express refusal in writing, the order will be considered tacitly accepted by the supplier and the contract finalized.

Any differences or changes reported in the order confirmation compared to what is contained in the order will not be considered valid, unless expressly approved in writing by the buyer.

The buyer reserves the right to modify its order, with reasonable notice, before the supply is executed.

3. PRICES, INVOICING AND PAYMENT

The prices shown in the order are considered fixed and unalterable, in the currency indicated therein.

The same will not be subject to any variation, nor adjustments resulting from changes in exchange rates, any increases to be valid and binding for the buyer, must be the subject of a specific order amendment agreed in writing between the parties.

The price, unless different conditions are agreed upon between the parties, is intended "all rights - at the place of delivery of the goods, including packaging costs and any other cost connected with the execution of the order.

The supplier must strictly send the invoices to the billing address indicated in the order.

Invoices must contain the order number or reference, quantity and description of the goods, delivery document details and detailed price, as well as the reference of the credit institution where payments are to be made and must comply with the tax regulations and laws in force.

Payment is subject to the unconditional acceptance of the supply by the buyer, according to the terms and conditions contained in the order.

The credit held by the seller, as consideration for the supply, may not be assigned to third parties unless previously agreed in writing between the parties.

4. PACKAGING AND DELIVERIES

Unless the buyer does not request special packaging with the purchase order, the seller must provide the goods with adequate packaging, taking into account the nature of the goods and taking all necessary measures to protect the goods from weather, corrosion, accidents of loading and unloading, transport or storage conditions, vibrations or shocks, etc. In any case, the goods must be packaged and marked in a manner that complies with good commercial practice and is suitable to ensure that they are delivered intact to the indicated destination.

The supplier must mark all packages and containers with instructions for handling or shipping, clearly identifying the items that require special care, indicating the precautions to be taken.

The seller will label each package and container with shipping information, order number, shipping date and name and address of the sender and recipient.

The seller will be solely responsible for any damage to the goods or extra expense due to inadequate packaging and labeling.

Each shipment and delivery must be accompanied by the technical documentation and the prescribed test certificates, as well as a transport document, in compliance with current regulations, containing the information necessary to clearly identify the order, the number and type of goods

contained therein and the recipient.

The buyer will have the right to reject, at the seller's expense and according to the methods of the following article 6, the packages and packaging received with missing, incorrect, incomplete or clearly damaged data.

For PCB (printed circuit boards) supplies, unless different specific requirements are requested by the documentation provided, vacuum packaging and humidity indicator are required.

5. EXECUTION AND DELIVERY TERMS

The supply must be performed in a workmanlike manner in strict compliance with these conditions, the terms of the order and its attachments, the supplier's technical requirements and specifications, and the standards, regulations, and laws in force.

The buyer reserves the right to verify the technical, qualitative, and quantitative characteristics of the supply at any time, including through access to the supplier's facilities. These checks can also be carried out in the presence of the Buyer's final customer.

The inspection carried out by the buyer does not relieve the seller of its obligations and responsibilities.

The dates and times of delivery indicated in the order are understood to be peremptory and essential within the meaning and for the purposes of Article 1457 of the Italian Civil Code. Failure to comply with them, except in cases of force majeure, will entitle the buyer to terminate the contract by right, without prejudice to the right to compensation for any damage, expense, cost, or burden. Where a fixed delivery date is indicated in the order, the supply cannot be made in advance, unless expressly agreed upon by the parties.

6. RECEIPT, INSPECTION AND REJECTION OF GOODS

Unless otherwise agreed in writing by the parties, the transfer of ownership shall take place upon arrival of the goods at the buyer's establishment or at the otherwise agreed destination.

The transfer of risk shall take place in accordance with the rules in force and applicable to the supply.

The buyer may carry out a qualitative and quantitative check upon receipt of the supply and shall have the right to reject goods that do not comply with the relative order and/or the applicable technical specifications and requirements. Non-acceptance of the goods shall be notified to the seller in writing.

The Supplier undertakes to deliver to the Buyer, together with the delivery of the goods, the declaration of conformity to the order and the technical and quality requirements drawn up in accordance with the requirements of the CEI UNI EN ISO IEC 17050-1 and -2 standards, unless specifically requested in writing by the Buyer, and the certificate of origin of the goods.

In derogation from the different term established by art. 1495 of the Civil Code, the buyer may report defects and defects of the supply within thirty (30) days from, respectively, delivery if evident and discovery if hidden.

The supply found to be non-conforming, qualitatively or quantitatively, and not accepted by the buyer must be withdrawn by the supplier, at its sole expense and expense, within seven (7) days from receipt of the notification of non acceptance and immediately replaced with conforming goods. After the aforementioned term, the goods will be returned by the buyer to the seller, at the latter's expense.

Acceptance of the goods shall not in any way limit the warranties indicated in the following article 7

7. WARRANTY

The seller expressly warrants the absence of defects and faults in the supply and compliance with the technical specifications and requirements indicated in the order, as well as the proper functioning and immediate usability of the goods supplied to the buyer for twenty-four (24) months from delivery, unless otherwise agreed in writing between the parties.

During the warranty period, the buyer shall inform the seller in writing of any defect or malfunction of the goods and the seller shall promptly and at its sole expense replace or repair the goods.

The Supplier shall warrant for a further twenty-four (24) months any replacement, repair or correction made during the warranty period.

In the event that the seller does not replace or repair the goods or correct the defect or malfunction, the buyer shall have the right, in its sole discretion, to (a) directly, or have a third party perform, the replacement, repair or correction and charge the supplier for the related costs and damages suffered or (b) obtain from the seller a full refund of the price paid against the return of the Goods, without prejudice in any case to any greater damage.

The Supplier agrees that the warranties set forth herein shall be in addition to any warranties imposed by law or expressly provided by the seller and to any other warranty, whether express or implied, applicable to the relative purchase.

Such warranties shall survive any inspection, testing, acceptance or payment by the buyer.

No acceptance is allowed in derogation of non-conforming goods.

To the extent that the buyer, its customers or the competent authorities decide to recall from the market a supply or product that includes the goods due to any defect and/or malfunction of any kind attributable to the defectiveness of the goods, the seller shall be liable for compensation for any damage suffered by the buyer, including any damage to its image, as well as any expenses and/or costs incurred.

The seller indemnifies the buyer from all damages and costs arising from the non-execution of the order and the consequent non-performance of the buyer's obligations towards its customers.

9. CONFIDENTIALITY

All data, information, whether technical or commercial, drawings, materials, components, samples, processes (collectively referred to as the "Information") of one party which the other party has become aware of or possessed in any way in the course of the contractual relationship referred to in the order, are to be considered strictly confidential.

Each party, therefore, even in relation to its employees, assistants and collaborators, must treat such Information as confidential, not disclose it to third parties, not use it for purposes extraneous to the object of the contract in force between the parties and, where required, promptly return it to the disclosing party, without retaining any copy.

10. CANCELLATION

The Buyer shall be entitled to cancel the purchase order:

a) before receipt of the Seller's order confirmation and (b) in the event of any of the following: (i) the Seller fails to deliver the goods by the dates specified in the order; (ii) the Supplier fails to comply with the warranty obligations; (iii) the Seller breaches any of the obligations arising from these terms and conditions and such breach is not remedied within 15 (fifteen) days of receipt of written notice from the Buyer; (iv) insolvency, bankruptcy or other winding-up proceedings are commenced against the Supplier.

In addition, the Buyer reserves the right to request the Seller to cancel the order in whole or in part at any time, without prejudice to the reimbursement of costs already incurred by the Supplier for the execution of the order, duly documented.

Upon receipt of the request for cancellation of the order, the Seller shall immediately cease all activities related to such order and take all necessary steps to minimize the costs and losses due to the cancellation.

11. GOVERNING LAW AND JURISDICTION

Any and all disputes arising from or in connection with the purchase contracts for the goods, or with the interpretation, execution, validity of the same and of these General Conditions, shall be the exclusive jurisdiction of the Court of Genoa.

The applicable law shall be the Italian law; for all that is not expressly provided for in these conditions, reference is made to the Italian Civil Code.

12. GENERAL PROVISIONS

In the event that one or more clauses of these terms and conditions should be null, void or invalid, they shall be deemed unwritten and this shall not affect the validity and enforceability of the other provisions.

The Seller undertakes to know and comply with all laws, regulations and decrees of the state concerning its activity in the context of the fulfillment of the order and relieves the Buyer from any liability arising from any violation of such laws.

Failure by the Supplier to comply with the applicable regulations on safety and health of workers, as well as with the safety requirements of the goods, at any time during the execution of the supply, constitutes a valid reason for termination and will entitle the Buyer to suspend the contract with immediate effect.

The order may not be assigned or the supply subcontracted without the prior written consent of the Buyer.

13. RIGHT OF ACCESS

The Buyer reserves the right to access the Supplier's site in order to verify compliance with contractual obligations and the conformity of supplies, upon giving reasonable notice.

The Buyer may be accompanied during such inspections by the end customer and any consultants.

The Supplier shall provide the Buyer with all necessary assistance during the inspection visit, ensuring access to any relevant documents, records and information.

In the event that the Supplier denies access to its site or to relevant information, the Buyer may terminate the contract with immediate effect, without prejudice to the right to compensation for any damage.

14. TECHNICAL REQUIREMENTS

The Supplier undertakes to supply the Goods described in the Purchase Order in accordance with the characteristics detailed in the Purchase Order and its attachments and technical specifications.

The Supplier shall comply with the technical requirements relating to the product, samples, tests, inspections, verifications (including verification of the production process) as detailed in the Purchase Order and its attachments and in the Supplier's technical documents.

Any revision of the documents applicable to the supply, whether by the Buyer or the Supplier, shall be duly documented.

The Supplier shall comply with the laws and regulations in force in the country where the goods are produced and applicable to manufacturing, packaging, packing, and delivery.

The seller undertakes to take out a product liability insurance policy with a primary insurance company and to provide documentation thereof upon simple request of the buyer.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY

The supplier guarantees that the goods supplied, in their entirety, do not violate any patent, license, model or industrial design, copyright, or any other intellectual and industrial property right of third parties.

The seller guarantees that it has the full right to use, produce, and sell the goods and that the buyer will have the full right to use and resell such goods.

The seller agrees to indemnify the buyer from any claim or action and/or recovery for infringement of third-party intellectual or industrial property rights, to pay all costs incurred by the buyer for the defense in the event of such claim or action, and to compensate the buyer for any damage, loss, or injury suffered as a direct or indirect consequence of such claim or action.

15. CHANGES

In the event of any changes to the technical specifications of the goods, processes, and production sites, including any changes in the subcontracting chain, the Supplier shall immediately inform the Buyer, in any case before the delivery of the goods, and obtain approval for the implementation of the changes themselves. If the Buyer does not accept the changes, the latter may, at its sole discretion, cancel the Purchase Order, without any further costs, expenses or obligations of any kind whatsoever on its part.

16. QUALITY SYSTEM AND RECORDS

The supplier guarantees Of to be in possession Of a system Of quality suitable at activity and to the sector In the Which Opera.

Such system must be regularly certified by recognized bodies in charge.

The supplier agrees to be periodically subjected to audit Of verify with mode, times And methodologies appropriate Not in contrast with the laws in force and , to outcome positive of the controls.

Acceptance of the Order constitutes an obligation for the Seller to guarantee the maintenance of paper and/or computerized records of all relevant documentation for a minimum of ten (10) years unless otherwise provided and/or expressly requested by the Buyer.

All suppliers are required to manage any non-conformities detected during production processes or on the product itself, even after delivery, and to take containment and corrective actions to prevent the problem from recurring.

Even if the Supplier has reason to suspect the non-conformity of a delivered product, the Supplier must immediately inform EES.

Notification will be provided via e-mail to the relevant purchasing and quality contacts at EES and will include a detailed description of the non-conformity, the affected products and the initial containment action taken.

The initial containment action must be managed and completed within 5 days of identification of the non-conformity. Further containment and disposal of the non-conforming product will be agreed upon with EES.

The Supplier shall ensure:

- Registration and monitoring of Sub-suppliers;
- Retention of qualification documents for products purchased through such Sub-suppliers;
- To have a process for qualifying and evaluating Sub-suppliers.

17. SPECIAL PROCESSES AND SUPPLY OF CUSTOM PRODUCTS OR SERVICES

When the execution of a special process or the production of services and products on specifications provided by EES is not managed according to a reference standard, the indications contained in the applicable documents provided for in the contract or in the technical specifications provided in reference to the Purchase Order must be followed. In any case, the Supplier must have its own written procedure containing the execution and control activities of the process and the training required for the qualification of its personnel. The Supplier must be able to demonstrate that the personnel have the necessary skills to carry out the special processes required.

For each new product supplied based on specifications provided by EES, and in the cases indicated below, the Supplier must use a representative element from the first production batch (execution of the FAI - First Article Inspection) to verify that the documentation, production processes, equipment and plants, are capable of producing parts conforming to all the characteristics referred to in the drawings and technical specifications, and that they meet the requirements indicated in the Order / Contract. FAI is required for all products intended for the AEROSPACE, SPACE AND DEFENSE sectors, unless otherwise specified in the Order or supply contract.

18. DAMAGE FROM FOREIGN OBJECT PREVENTION (FOD)

The supplier must develop and maintain a "FOD" prevention system for production areas. The intent is to prevent the introduction of foreign objects in the goods delivered against the purchase order.

The supplier ensures timely removal of residues/debris possibly generated during manufacturing and packaging operations.

19. COUNTERFEIT PARTS PREVENTION

The supplier must implement effective management of its supply chain and production processes to maintain product traceability, prevent the use and/or supply of counterfeit parts, manage component and material obsolescence.

The supplier must: notify EES of any evidence of potential or confirmed use of counterfeit materials, this notification should include all relevant details, such as the nature of the counterfeit material, the affected components, and the supplier involved; establish and maintain a comprehensive counterfeit material management process that encompasses the following steps: segregation, registration, Root cause analysis, action plan and verification of actions implemented.

The supplier affirms its commitment to adhering to all applicable anti-counterfeiting regulations and implementing responsible procurement practices to ensure the authenticity and quality of supplied components.

The supplier will promptly inform EES of any potential risk of using suspected counterfeit parts or parts that deviate from the original specifications or designs.

20. REACH/ROHS

The supplier shall comply with all applicable environmental regulations and shall not use any toxic or prohibited substances.

The goods must comply with the European RoHS Directive and its subsequent amendments.

The supplier shall inform the buyer if the goods supplied contain substances prohibited by the European Regulation No. 1907/2006 (REACH) and its subsequent amendments.

The supplier is also obliged to provide the buyer with the SCIP number relating to the ECHA SCIP database, where applicable.

21. PRIVACY

Personal data collected during the supply relationship will be recorded in electronic databases owned by the buyer, who will be the data controller.

Personal data will be used in compliance with the data protection principles established by GDPR 679/16 and subsequent amendments, and exclusively for the purposes of the supply relationship.

The data controller may access his/her data at any time and exercise the rights set forth in articles 15-22 of GDPR 679/16.

22. CODE ETHICAL

By expressly or tacitly accepting the order, the supplier declares to be aware of the provisions contained in the Ethical Code adopted by the Company (available on the website <https://ees.it/>), which forms an integral and substantial part of the order, and accepts them in full, undertaking not to engage in any conduct contrary to them. Failure by the supplier to comply with this undertaking shall constitute a serious breach of contract and shall be grounds for termination of the contract by



right pursuant to and for the purposes of article 1456 of the Italian Civil Code.

The Supplier (stamp and signature)

For acceptance expressed

Pursuant to and for the purposes of the art. 1341, second paragraph, Italian Civil Code, the supplier also declares to specifically approve the following clauses contained in aforementioned Conditions General Of Purchase: articles 1, 2, 3, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.

The Supplier (stamp And signature)