

MANAGEMENT SYSTEM:

DN AUTOMOTIVE ITALY & DN AUTOMOTIVE POLAND

PROCEDURE: PSGHL 17

PURCHASING GENERAL TERMS & CONDITIONS

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List of Changes					
Index of Revision IR	Issued on	Validity from	Expired from	Status	Description of Changes
00	30/10/1987	30/10/1987	30/10/1988	Obsolete	-
01	31/10/1988	31/10/1988	29/03/1991	Obsolete	-
02	30/03/1991	30/03/1991	19/09/1992	Obsolete	-
03	20/09/1992	20/09/1992	27/05/1995	Obsolete	-
04	28/05/1995	28/05/1995	19/03/1996	Obsolete	-
05	20/03/1996	20/03/1996	29/05/1997	Obsolete	Mod.1. Page
06	30/05/1997	30/05/1997	06/10/1998	Obsolete	Rev. Grid pag. 1
07	07/10/1998	07/10/1998	19/12/1999	Obsolete	Change BAM con DDT
08	20/12/1999	20/12/1999	03/09/2000	Obsolete	Mod. Pag.8 § 5.6
09	04/09/2000	04/09/2000	21/02/2002	Obsolete	Mod. § 1.7
10	22/02/2002	22/02/2002	05/09/2004	Obsolete	Rev. Grid pag.1 e mod. Pag.8 § 5.6
11	06/09/2004	06/09/2004	26/10/2010	Obsolete	Rev. Grid pag.1 e modified §1.3 – 1.5 – 1.7 – 4.4 – 5.7 – 5.8 – 5.9 e 6.46
12	27/10/2010	27/10/2010	14/05/2016	Obsolete	Global Revision
13	15/05/2016	15/05/2016	22/05/2024	Obsolete	Updating Company name
14	22/05/2024	23/05/2024		Valid	Global Revision

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The purpose of the following procedure is to unequivocally define the General Conditions of Supply that will govern any Supply Agreement/Purchase Order issued by DN AUTOMOTIVE Italy S.r.l. Unipersonale and DN AUTOMOTIVE Poland Sp.zo.o (hereinafter simply referred to as "DN").

Definitions

Buyer: means DN AUTOMOTIVE Italy Srl Unipersonale and/or DN AUTOMOTIVE Poland Sp.zo.o

Affiliate(s): means any Company directly or indirectly under the control of the Buyer.

General Terms and Conditions: this document.

Supply Agreement(s): means collectively the Purchase Orders and any other written agreements (including but not limited to supply contracts, letters of appointment, long-term agreements, pricing agreements, logistics agreements) entered into between the Buyer and the Seller, which set out the specific terms and conditions for the supply of the Products.

Party(s): means the Buyer and Seller and/or each of them separately.

Product(s)-Goods: means the parts, prototypes, components, raw materials, goods, services and other items supplied by the Seller to the Buyer pursuant to a Purchase Order, whether as original equipment or for use as replacement parts.

Purchase Order/Order: means a Purchase Order, whether open or closed, transmitted electronically or otherwise made available to the Seller by the Buyer.

Seller: means the company to which these General Terms and Conditions are addressed and any subsidiaries to which the Order is addressed or to which an offer is requested for the purpose of issuing a Purchase Order.

Buyer and/or each Affiliate shall be considered as a separate Buyer to which the provisions of this General Terms and Conditions shall apply.

Buyers herein shall not be jointly and severally liable toward Seller.

Therefore, through this General Terms and Conditions, Seller accepts to enter, as the case may be, into a direct and separate relationship with DN AUTOMOTIVE Italy Srl and/or DN AUTOMOTIVE Poland Sp.zo.o and/or Affiliate upon issuance of Supply Agreement by DN AUTOMOTIVE Italy Srl and/or DN AUTOMOTIVE Poland Sp.zo.o and/or such Affiliate.

1 Application, Effectiveness, Subcontracting

1.1 These General Terms & Conditions set out the terms and conditions under which the Seller will sell, and the Buyer will purchase the Goods described in the Purchase Orders for the period(s) specified in the Supply Contract. Terms and conditions proposed by the Seller other than, or in addition to, the provisions of these General Terms & Conditions, are expressly rejected by the Buyer and do not form part of them. These General Terms & Conditions will be accepted and will become effective immediately upon the occurrence of the first of the following events: (a) the date on which the Seller provides written acceptance to the Buyer (including by electronic means, included acceptance by clicking on the button on the Buyer's web portal dedicated to suppliers), or (b) the commencement of any supply of goods/services subject to Orders and/or Supply Contracts. The General Terms and Conditions, together with the Orders and/or Supply Agreements, constitute the entire agreement between the Seller and the Buyer and supersede all prior agreements, representations and/or oral or written communications.

1.2 Seller acknowledges that the Products may be sold and/or incorporated into other items that the Buyer may sell to an end customer, directly or indirectly through a higher-tier seller and/or any other third party ("Buyer's Customer").

The Seller agrees to comply with any contract, terms and conditions, Purchase Order and/or other document that may be applicable to the Buyer or Seller from time to time in relation to the direct or indirect supply by the Buyer of the Products, or the items incorporating the Products, to the Buyer's Customer, and to assist it to enable it to meet its obligations towards the Buyer's Customer, including, but not limited to, obligations regarding delivery, packaging and labeling requirements, warranty periods, intellectual property rights, recall campaigns, indemnification, confidentiality, services and replacement parts.

1.3 The Seller agrees to comply with all applicable laws, regulations, conventions, or standards in any jurisdiction in which the Products are manufactured and in any jurisdiction in which the Products or vehicles equipped with the Products will be sold including, without limitation, laws relating to manufacture, disposal, the labeling, transportation, import, export, licensing, approval, or certification of the Products or any item manufactured or used in connection with the Order. It is understood that the Order includes and incorporates by reference all clauses required by the provisions of such laws.

1.4 The contractual relationship resulting from the completion of the Order is governed by these General Terms & Conditions and the specific conditions expressed in the Order, as well as by the general and special specifications concerning the execution of the Order and brought to the attention of the Seller. Any waivers or additional conditions will only be valid if agreed in writing.

1.5 The Seller may not subcontract any of its obligations without the prior written consent of the Buyer. Such consent of the Buyer shall not relieve or limit the Seller of any of its obligations. The Seller warrants that its suppliers and subcontractors will comply with all requirements and obligations applicable to the Seller with respect to the Products. The Seller shall be fully liable for the acts and omissions of its suppliers and subcontractors that may result in the Seller failing to comply with a Purchase Order.

2 Information security

2.1 The Seller, acknowledging that the Buyer is certified according to the ISO/IEC 27001 standard relating to the "Information Security Management System" as well as the fact that the Buyer has even obtained the "T.I.S.A.X.", hereby declares to be informed that DN has adopted all the measures deemed suitable to protect the aforementioned information security in the most effective way (from a physical, logical, IT and organizational point of view), and undertakes not to disclose or make available in any way to third parties the confidential information known or managed in relation to the execution of the contractual relationship with the Buyer.

It is expressly forbidden for the Seller to use confidential information for purposes unrelated to the subject matter of the contract.

Any information (including technical or technological documentation as well as models or samples) that DN may communicate or make available to the Seller for the execution of the contract for the provision of a service or the design, testing, development or production of a Product, its prototypes or equipment, remains the exclusive property of DN and may be used exclusively for the execution of Orders/Supply Contracts. In relation to them, the Seller, even after the termination of the supply relationship, is required to:

- a) Keep them with the utmost care and confidentiality and, if necessary, to return them to Buyer at the request of the latter; to adopt all appropriate security measures (both physical and logical) to protect them from the risk of undue access, theft, loss, dissemination, alteration, exfiltration, cancellation, destruction; impose, pursuant to Article 1381 of the Italian Civil

Code, the same obligations also on its employees, consultants and external collaborators. Buyer may, with adequate notice, conduct specific *audits* to verify the measures adopted by the Seller in this regard.

- b) Expressly mark them as the property of DN; not to file applications for patents/trademarks or other industrial property rights based on this information.
- c) Not to produce or have produced and/or supplied to third parties, for any reason, directly or indirectly, for use in production or as spare parts, Products designed or produced using the technical information mentioned above.

In addition to the above, in specific cases at the discretion of the Buyer, the processing of confidential information exchanged between the Parties will be governed by a specific confidentiality agreement ("NDA").

3 Specific equipment and materials

3.1 The equipment (gauges, molds, specific equipment, control equipment, etc.) that Buyer makes available to the Seller for the execution of the Order remains the exclusive property of the Buyer.

The Seller is responsible for their loss, destruction, or damage.

Regarding the equipment, the Seller is required to:

- a) Register them and mark them as owned by the Buyer.
- b) Keep and use them with the utmost care and provide for routine maintenance at your own expense.
- c) Do not transfer them out of your factories unless previously authorized by Buyer unless you transfer them to specialized workshops for repairs.
- d) To allow Buyer's personnel to check, during normal working hours, the methods of their storage and use, as well as their state of use.
- e) Do not transfer them to third parties for any reason, do not build on them.
- f) Unless previously authorized by Buyer, not to use them or allow them to be used except for the execution of Orders even after the termination of supply to DN and in any case, not to produce and/or transfer to third parties for any reason, directly or indirectly, for use in production or as spare parts, Products designed or produced based on the same.
- g) Comply with the instructions provided by Buyer regarding their return, scrapping or storage at the time of cessation of supply of the Product and for which they are used.

4 Packaging

4.1 The Seller undertakes to deliver the Products in suitable packaging previously agreed with Buyer and to guarantee the integrity of the same.

4.2 If the Products are to be delivered in Buyer's container/box/card box ("Containers"), the Seller undertakes to operate in accordance with the procedures described below.

4.3 The Containers delivered to the Seller are and remain the property of Buyer and must be kept with the utmost diligence in its factories or, by prior written agreement, in another area.

4.4 Storage with the Seller is at the Seller's own risk and therefore the Seller will be held liable for any loss or damage to such Containers, even if due to unforeseeable circumstances or any other event or cause not attributable to the Seller.

4.5 In the event of damage, theft, or loss of the Containers attributable to any event, the Seller will be charged the cost of repairing or replacing the damaged or missing collection equipment.

4.6 The Containers must be used only for the transport of the Products relating to the Buyer's Orders, to and from the Buyer's factories and for the containment at the Seller's premises of the stocks of Products agreed with Buyer. The use of DN-owned collection means during the Seller's production process (both internal and at subcontractors) and for the storage of semi-finished and/or finished Products in the warehouse for the management of the Seller's operating stock is not permitted. The use of collection means for stowing products in the warehouse is permitted, limited to the quantities of contractual safety stock formally requested by DN. The Seller may use this security stock only if authorized by DN and the security stock itself shall always be managed according to FIFO criteria.

4.7 The Buyer reserves the right to carry out, through its representatives, during normal working hours, with adequate notice, audit at the Seller's premises to verify any failure about the use and stock of the Containers.

4.8 The Buyer shall also have the right to request at any time from the Seller, and the Seller undertakes to carry it out, the physical inventory of the Containers in its possession.

4.9 On the occasion of the audit referred to in point 4.7, or based on the results of the inventory, failures in the use or excess stock of the Containers delivered to the Seller are ascertained, the Buyer shall have the right to recover, at the expense of the Seller, the Containers stored at the Seller's premises.

4.10 If, during the audit referred to in point 4.7, or based on the results of the inventory, deficiencies in the Containers are ascertained, Buyer shall be entitled to charge the Seller for the cost of replacing them.

4.11 The integrity of the Containers will be checked at the time of delivery of the same to the Buyer's warehouses. Any failures found will also be reported and encountered by the driver.

5 Defects and Warranties

5.1 The Seller guarantees the quality of the Goods, the absence of defects and the correspondence of the Product to the required specifications; it also guarantees the reliability and suitability of the Product for its intended use, as well as its compliance with any Goods' destination Country legal requirements, as reported by the Buyer.

Defects and non-conformities may be ascertained at any time, before or after the use in production of the Product, as well as after marketing by Buyer.

5.2 In each of the batch of Products supplied to the Buyer, elements with measurable characteristics with values outside the "prescribed limits" are not allowed, unless otherwise prescribed in writing.

Therefore, when one or more items have characteristics outside the prescribed limits, the batch of Products supplied must be considered "Non-Compliant or Waste".

5.3 In the event that the defect or non-conformity is detected in the period between the delivery of the Product to Buyer and before the shipping to Buyer's Customer of the part containing the Seller's goods, the Buyer, upon notice, shall have the right to:

- a) Reject the entire batch, at the Seller's expense and risk, without requesting a replacement, when it is of no use to Buyer.
- b) Scrap, at the Buyer's factory, defective Products when deemed unrecoverable and/or make them recognizable before returning them to the Seller.

- c) Request, in cases of urgency, that the Seller select the defective Products at its own expense or make such selection at the expense and risk of the Seller if the latter has not done so within the time limit requested and agreed with the Buyer.
- d) Recover, in cases of urgency at the expense and risk of the Seller, the Products concerned with additional processing and/or changes to the internal production cycle, without prejudice to the Seller's responsibilities in terms of quality.
- e) Charge the Seller for the costs incurred for checking, storage and/or processing already carried out until the defect is detected.

5.4 For defects or non-conformities of the Product supplied detected by the Buyer's Customer before, during or after the latter's use in production, the Buyer shall have the right to request compensation for damages incurred both as its own expenses (production cost) and as reimbursement to Buyer's Customer.

5.5 The Seller undertakes to put in place and maintain suitable means, production and control processes to ensure that the Products are at all times reliable, of adequate quality and comply with the agreed technical requirements.

5.6 In the event that the Product ordered is subject to any legislation concerning safety, hygiene, environment, etc., on the Buyer's indication, the Seller is required to prepare specific documentation relating to the approval and testing of the characteristics concerned.

5.7 In the event that DN issued for civil liability or the violation of legal requirements (safety, hygiene, environment, etc.) is alleged because of the defectiveness, non-conformity or unreliability of the Product supplied by the Seller, the latter will be obliged to indemnify the Buyer by reimbursing costs, expenses and damages that may be suffered.

5.8 The Buyer is required to inform the Seller as soon as it has become aware that the violation of the regulations in force, or the call into question of its liability is based on the defectiveness, non-conformity, or unreliability of the Product supplied by the Seller.

5.9 As applicable, the Seller expressly warrants that any services to be performed by the Seller will be performed as an independent contractor and in a correct and workmanlike manner, consistent with all applicable standards and specifications approved by the Buyer.

5.10 All warranties under the Supply Order/Contract shall apply to the Buyer and, where applicable, the Buyer's Customer, and shall remain in force for the greater of (i) three (3) years; (ii) the warranty period provided by the Buyer to the Buyer's Customer. Notwithstanding the foregoing, in the event of any recall campaign ("Recall") or other corrective action caused by the Products (or otherwise in any way connected therewith) or the items in which the Products are incorporated, all warranties under the Order/Supply Agreement shall extend at least until the conclusion of the Recall. Notwithstanding the expiration of the warranty period set forth in this article, the Seller shall still be liable for damages and expenses associated with the conduct of any Recall.

5.11 Buyer's approval of any sample or acceptance of the Products will not relieve the Seller of any of its warranties or other obligations.

5.12 With regard to the supply of Products/Goods intended directly for the production process, as far as the quality and reliability required of the Seller are concerned, express reference is made here to the "PSGQU 05" Procedure, at last index of revision, and to be considered as an integral part of the General Terms & Conditions.

5.13 The Seller shall defend, indemnify and hold harmless the Buyer from and against any and all losses, liabilities, costs and expenses incurred by the Buyer (including reasonable legal and expert fees) arising out of a claim relating to a defect in the design (if the Seller was responsible for the

design) or manufacture of the Products, including defects in materials and/or manufacturing processes or techniques, that caused death or personal injury, destruction, or property damage. This indemnification obligation is for the benefit of the Buyer and the Affiliates.

5.14 The Seller shall hold the Buyer harmless from and against all damages, losses, expenses, and costs arising out of or in connection with any legal action or claim (including those relating to injury and death) against the Buyer in relation to claims by end users, third parties, or any national or supranational authority regarding the Product's failure to comply with applicable regulations.

6 Deliveries

6.1 Shipped Products must always be accompanied by the Transport Document (DDT). If requested, the invalid copy must also be attached. The DDT must contain the following information:

- ☐ Recipient and place of destination
- ☐ Seller's Company Name
- ☐ Product code assigned by Buyer.
- ☐ Product Name
- ☐ Buyer Order Number/Inbound
- ☐ Quantity delivered.
- ☐ Number of packages (Packaging type, Containers code)
- ☐ Any other information required in the Order.

6.2 Each delivery note must include the Products of a single Order or delivery schedule.

6.3 The marking, packaging, labelling, identification, shipping (document management on the Buyer's on-line portal and data acquisition by the transporter, etc.) and transport of the Products ordered must be carried out in accordance with the Buyer's instructions.

6.4 The agreed delivery terms or schedules are binding and essential and, in relation to them, neither delays nor early deliveries are permitted.

The quantity delivered must not exceed or be less than the quantity ordered according to the "On Time in Full" logic. The quantities of the Orders/inbound are the exclusive responsibility of DN logistics according to the defined needs. These Order/inbound quantities cannot be subject to the Seller's MOQ ("Minimum Order Quantity"). Only DN can authorize deliveries according to MOQ logic and have these included in a contract.

6.5 The Seller is fully aware that the non-delivery or delay delivery of the Products to the Buyer may result, directly or indirectly, the stop of the production processes of DN and its sub-suppliers and, therefore, in the non-delivery or delayed delivery of the products incorporating the Products to the Buyer's Customer and that this event will result in the obligation to pay a sum as a penalty (costs incurred by the Buyer directly and/or indirectly such as downtime of its production processes and its sub-suppliers, extra processing, extraordinary transport, etc.) in addition to any compensation for the greater damage in favors of the Buyer's Customer.

6.6 Once the EOP ("End of Production") of the series production of the Products has been reached, the Seller shall guarantee the continuity of supplies of the Products at the same price and logistical conditions as the series production. This restriction is valid for a period ("P1") which varies depending on the requests of the Buyer's Customer. The "P1" period is normally not less than 3 years. The supply obligation remains valid for the Seller for a further period "P2", normally not less than 7 years, in which the Seller can request the updating of the price and MOQ conditions. The periods "P1" and "P2" will be specified to the Seller by the Buyer when sending the Contract/Order.

6.7 In the event that the execution of the Order is prevented by the occurrence of proven circumstances of force majeure, the delivery terms are deemed to be extended, provided that the

Seller has promptly informed DN of the occurrence of the circumstances of force majeure and has taken all appropriate measures to limit its effects (see chapter 13 and 18 below).

6.8 In order to enable the Buyer to comply with its obligations regarding customs compliance, tariffs and other trade-related matters, the Seller agrees to provide the Buyer, upon express request, with EU certificates of origin and/or other certificates of origin or similar documents applicable to the Products or materials contained in or otherwise used in connection with the Products. The Seller also agrees to provide the Buyer, upon request, with all documents and other information required for the purposes of customs refund and to otherwise assist the Buyer in preparing any questions or other documents necessary for such purposes.

The Seller shall be solely responsible for any errors or omissions in any document or information provided pursuant to this section, or for failure to provide the required information, and shall fully indemnify the Buyer for any fines, taxes, fees, duties, or other costs to the extent that they are attributable to the Seller's errors, omissions, or failure to communicate.

7 Prices and Competitiveness

7.1 The price of the Products specified in the Order/Supply Contract is not subject to increases, including those relating to changes in the price of raw materials or components, labor or overheads or fluctuations in exchange rates, unless expressly agreed by the Buyer in response to a change to the Order or with the prior written agreement of an authorized representative of the Buyer. Unless otherwise agreed in writing by an authorized representative of the Buyer, the prices stated in the Order/Supply Agreement are complete and no other charges of any kind will be added, including, but not limited to, charges for packing, handling, storing and/or transporting the Products.

7.2 The Seller acknowledges that the variation in the cost and availability of materials, components, services and/or other items that the Seller may require from the Buyer to manufacture or supply the Products is based on a number of factors, including, but not limited to: (i) market conditions; (ii) supplier actions or contractual disputes; (iii) fluctuations in volume; (iv) fluctuations in packaging and shipping costs; (v) insurance costs; (vi) currency exchange rates; and (vii) inflation. The Seller acknowledges that these factors will not justify a delay or a failure to perform its obligations, expressly assuming the risk that these factors may increase its costs. The Seller further acknowledges that the Buyer shall not be required to pay any amount attributable to these factors, except as agreed in writing by an authorized representative of the Buyer pursuant to Section 7.1 above.

7.3 During any renegotiation of the price pursuant to Article 7.1 above, the Seller will in any case continue to fulfil its obligations under the Order/Supply Contract in accordance with the most recent price agreed and may not suspend the delivery of the Products for any reason.

7.4 The Seller undertakes to: (i) remain competitive in terms of quality, service, reliability, time to market, technical level and innovations; (ii) keep prices and conditions of supply in line with those charged by the best competitors on the market; and (iii) cooperate with the Buyer to implement all possible technical actions aimed at reducing the costs that the Buyer will incur in the execution of the Supply Agreement.

8 Invoicing and Payments

8.1 Invoices may include the items of more than one Order, unless otherwise indicated by the Buyer. On the same must be reported:

- ☐ Buyer Order Number
- ☐ DDT number
- ☐ Product code assigned by Buyer
- ☐ Quantity of items delivered
- ☐ Price identified in the Order
- ☐ Amount
- ☐ Tax

8.2 The payment methods are those defined on the Order/Supply Contract.

8.3 Buyer will make the payment in the manner and on the agreed terms, subject to receipt of the duly completed documents, as provided for in the previous points.

8.4 It is expressly forbidden for the Seller to issue bank drafts or bank receipts for the payment of invoices. In any case, if they are issued or received, they will not be collected, and the Seller will be held responsible for all damages resulting from the failure to collect them.

8.5 For the invoicing of equipment that remains on loan for use to the Seller, it is expressly forbidden to issue an invoice before having obtained the total approval of the sampling and written authorization to invoice. In any case, if the invoice is issued before the authorization, Buyer will start the agreed payments from the date of the written authorization.

8.6 In the event of the supply of defective or non-compliant Products or batch, the Buyer shall issue a debit note to the Seller for the amount relating to the non-compliant Products or batch. The debit note may be increased for the costs that Buyer borne for the delivery of defective and non-compliant Products or batches.

8.7 Debit notes may also be deducted from payments due.

8.8 Any exceptions to the provisions of the previous points must be authorised in advance by the Purchaser by written notice.

9 Changes

9.1 The Buyer has the right to make changes to the Order/Supply Contract, including, but not limited to, changes to: (i) the way it is processed, shipped, and packaged; (ii) place of delivery; (iii) inspection, testing and quality control methods and processes; (iv) drawings, specifications, or instructions below, and (v) quantities. Such changes will be effective upon written notice to Seller by an authorized representative of Buyer ("Change Notice"). Seller agrees to promptly comply with such Change Notices. Except as provided herein, such changes will not require you to pay any additional amounts.

9.2 In the event that an Order's change results in a decrease or increase in the Seller's cost or delivery terms, the Buyer may consider an adjustment of the agreed price and/or delivery time. If Seller does not submit a request to Buyer detailing such increased costs within twenty (20) days of receipt of a Change Notice, Seller shall be deemed to have waived all claims with respect to such Change Notice. Price increases will not be binding on Buyer unless evidenced by an amendment to the Order or other written agreement signed by an authorized representative of Buyer expressly consenting to such price increases.

9.3 The Seller shall not make any changes to the design, material specifications or manufacturing or assembly locations or processes without the written approval of an authorized representative of the Buyer.

10 Insurance

10.1 The Seller undertakes to enter and maintain in force one or more insurance policies against third party liability, civil liability towards workers and professional civil liability (in the case of supply of services) or product civil liability (in the case of the supply of goods), also take care of the risk deriving from any marketing campaigns. carried out by the Buyer's Customer, involving the Products. The insurance policy must be taken out with a leading insurance company with registered office or at least regular representation in Italy, with a maximum of not less than € 10,000,000.00 (Euro Ten million/00), to cover the civil liability of the Seller and its employees, collaborators or agents, resulting from any activity covered by the Supply Agreement and deriving from any damage caused to property and/or third parties, including the Buyer, his staff and his Goods. The Seller is also required to stipulate at its own expense suitable insurance coverage against all risks relating to the shipment, transport, and delivery of the Products, unless otherwise provided for in the Supply Agreement, without prejudice to and without prejudice to its exclusive responsibility in this regard until regular delivery to the Buyer.

At the Buyer's request, the Seller will promptly provide the Buyer with copies of the insurance certificates attesting to such coverage.

11 Term and Termination

11.1 Term

Any Order shall be valid from the date of its acceptance and shall remain in force for an indefinite period unless terminated earlier in accordance with the provisions of this Chapter 11 or otherwise in the Supply Agreement.

11.2 Termination without cause

11.2.1 Except as otherwise agreed in the relevant Supply Agreement, each Party shall have the right to terminate any Order without cause, in whole or in part, at any time upon twelve (12) months' written notice to the other Party, in any event complying with any peremptory terms required by Law.

11.2.2. Notwithstanding the above, if the Seller has given notice of its withdrawal, the Buyer may extend this notice period for the time reasonably necessary (which in any case may not exceed the additional twelve months), to transfer the supply of the Products to an alternative seller, by sending written notice to the Supplier prior to the effective date of termination.

11.3 Termination for non-performance

11.3.1. Each Party shall notify the other Party (the "Defaulting Party") in writing of any material breach of these Terms & Conditions and/or the Supply Agreement and shall require the Defaulting Party to remedy the notified breach within a reasonable time. If the breaching Party has not remedied such breach within the said period, the other Party shall have the right to immediately terminate any related Order, without prejudice to the right to compensation for damages, losses, costs, and expenses under applicable law.

11.3.2. The Buyer shall have the right to terminate any Order immediately by simple written notice to the Seller declaring that it is exercising this termination clause, without prejudice to the Buyer's right to compensation for damages, losses, costs and expenses in cases where the Seller commits a breach of any of the terms set out in chapters 17, 14, and 19.2 of this Terms and Conditions.

11.4 Effects of expiration or termination

11.4.1. Upon expiry or termination of the Supply Agreement/Purchase Order:

(i) The Seller shall: (a) promptly return all equipment, Containers, semi-finished products and/or other materials made available by the Buyer for the performance of the supply of the Product (b) transfer title and possession of any undelivered Products, semi-finished products and raw materials that the

Buyer has agreed to purchase from the Seller; (c) cooperate with the Buyer to avoid interruptions in supply where the production of the Products is outsourced to another supplier.

(ii) Except where the Buyer is the defaulting Party pursuant to chapter 11.3, the Seller shall not be entitled to claim any damages and/or compensation as a result of such termination, the Buyer's liability being limited solely to any outstanding payments on the date of termination by the Buyer notice of termination for (a) finished Products completed by the Supplier in accordance with the established quantities of the Product, and comply with the requirements of this Terms and Conditions and the Supply Agreement, and (b) any raw materials remaining in the Seller's inventory that have been purchased by the Seller in accordance with the fixed quantities of the Product established, at a price to be negotiated in good faith between the Parties, (iii) the Parties shall perform their respective obligations under this General Terms and Conditions and the Supply Agreement for the duration of any notice period.

11.4.2. Neither the expiry nor the termination of a Supply Agreement shall affect the rights of any Party accrued prior to the date of such expiration or termination, and in particular the obligations relating to warranty, indemnity, availability of the Products and confidentiality shall survive the expiry or termination of the Supply Agreement.

12 Confidentiality

12.1 Without prejudice to the confidentiality obligations set forth in any confidentiality agreement entered into between the Parties, each Party shall process all information (including, without limitation, information relating to Products, operations, processes, volumes, plans, know-how, design rights, trade secrets, market opportunities and business deals, hereinafter the "Confidential Information") of which it becomes aware, during the negotiation or execution of any Order, as strictly confidential using at least the same degree of care that they use in protecting their own confidential information.

12.2 Confidential Information does not include information that:

- (i) is in the public domain at the time of disclosure to the Receiving Party or subsequently becomes in the public domain without breach of the terms of this Chapter 12.
- (ii) is already known to the Receiving Party at the time of disclosure (as evidenced by appropriate written documents, records, or records) not having been obtained in breach of any obligation of confidentiality.
- (iii) is developed independently of the Disclosing Party and in good faith by or on behalf of the Receiving Party.
- (iv) comes to the knowledge of any third party without breach of the terms of this Section 12.
- (v) must be disclosed in response to order issued by any administrative body, Governmental body or Court, provided, however, that, when possible, the receiving Party will give notice to the other Party.

12.3 For the entire term of any Order and for at least 5 (years) after its termination, any Party:

- (i) will not use the Confidential Information for any purpose other than the preparation of any offer or the fulfilment of its obligations under any relevant Order.
- (ii) will not disclose the Confidential Information to any third party except with the prior written consent of the other Party.
- (iii) make every effort to prevent the use and/or disclosure of the Confidential Information.

12.4 Each Party shall disclose Confidential Information only to their respective directors, officers, employees, advisers (e.g. financial advisors, lawyers and accountants) and Affiliates who need to know the Confidential Information for the purpose of executing Order/Supply Agreement; each Party shall ensure that all of its representatives, to whom such disclosure is made, act in accordance with the terms and conditions of this Terms and Conditions, as if each of them were a party to this

agreement, and each Party agrees to be liable for any breach of this chapter 12 by any of its representatives, after receiving such instructions.

12.5 The Seller agrees not to disclose its business relationship with the Buyer or to use the name or trademarks of the Buyer or any of its affiliates in the Seller's advertising/marketing activities or other publications without the prior written consent of the Buyer.

13 Force Majeure

13.1 Any failure or delay by the Buyer or Seller in performing its obligations under the Order will only be justified if, and to the extent that, the party in question is unable to perform its obligations due to an event which is beyond its reasonable control and which has occurred through no fault or negligence of the party. Such events and occurrences ("Force Majeure Event") may include, but are not limited to: restrictions, prohibitions, priorities, or assignments imposed by a governmental authority; embargoes; natural disasters; riots; wars; significant terrorist or criminal activity; sabotage; Epidemics; quarantines. The Seller will make every effort to ensure that the effects of such Force Majeure Event are minimized and undertakes to resume full execution of the Order as soon as possible.

13.2 As soon as practicable, but no later than three (3) working days after the occurrence of a Force Majeure Event, the Seller shall provide written notice describing any expected delay in the execution of the Order due to the Force Majeure Event and informing the Buyer of the estimated time for the full resumption of activity. During the period of non-execution of the Order by the Seller, the Buyer may, at its discretion (i) purchase Products from other sources, without liability to the Seller and require the Seller to reimburse the Buyer for any additional costs incurred in obtaining the replacement Products compared to the prices stated in the Order; (ii) require Seller to deliver to Buyer (at Buyer's expense) all or any part of the finished Products and/or parts and materials produced or purchased for work under the Order. If, at the Buyer's request, the Seller fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if a delay lasts more than thirty (30) days, the Buyer may terminate the Order without liability and the Seller shall reimburse the Buyer for any costs associated with the termination.

14 Export controls; Fulfilment of Sanctions

14.1 The Seller agrees to comply with all national, supranational (UN/WTO), EU, UK, U.S. or other foreign trade export control and sanctions laws (the "Export Control Laws"). The Seller agrees not to violate any Export Control Laws (e.g., by transshipping goods through, or providing goods or services from, sanctioned countries, or with the assistance of any individuals on the sanctioned lists). The Seller is aware of the constant change of Countries, Entities and Persons mentioned in the sanctioned lists and declares that it has taken steps to keep up to date with such changes.

The Seller agrees to immediately notify the Buyer if the export of any Product is restricted or prohibited under any Export Control Act. Seller shall provide all assistance, information, or certificates reasonably necessary for Buyer to clear any Product or component thereof, including, at Buyer's request, sufficient technical information to determine the applicable export classification.

14.2 The Seller agrees to notify the Buyer if the Product (or any part thereof) contains goods listed in the List of "Dual-Use" Items (EU Regulation No. 2021/821 as amended) or if it is subject to authorization under Export Control Laws. For any U.S. sourced Product, Seller shall provide the ECCN Number in accordance with the U.S. Export Administration Regulations.

14.3 The Seller warrants that the information regarding the import or export of the Goods provided to the Buyer is true and correct and that all sales made to the Buyer will be made at a value not less than fair value under the anti-dumping laws of the countries to which the Products are exported. The Seller warrants that the statements "*Made in...*" that may appear on the supplies,

packaging, label, and delivery notes are true and correct, and the Seller will ensure the internal consistency of such materials, i.e. that they are not contradictory in any way.

14.4 In the event that the Goods supplied to the Buyer fall within those covered by EU Regulations No. 2023/956 ("CBAM") and No. 2023/1115 ("EUDR") and their subsequent amendments/integrations, the Seller hereby undertakes (i) to promptly provide the Buyer with all the data/information/documents required for the fulfilment of the obligations imposed, as well as (ii) to avoid the adoption of practices, directly or indirectly, aimed to the circumvention of the aforementioned Regulations. The Buyer also reserves the right to terminate the contract pursuant to chapter 11.3 above.

14.5 The Seller hereby undertakes to indemnify and hold harmless the Buyer from any damage, loss, penalty, cost, or expense arising from or connected, even indirectly, to the breach of the above obligations and declarations. The Buyer also reserves the right to terminate the contract pursuant to chapter 11.3 above.

15 Governing Law and Dispute Resolution

15.1 This Agreement shall be ruled and governed by Italian law, with the express exclusion of the rules provided for by the Vienna Convention of 1980.

15.2 Any dispute arising out of, relating to or in connection with this Agreement, including any dispute relating to its existence, validity, interpretation, execution, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligation arising out of or in connection with any Supply Agreement/Order shall be exclusively and finally settled by the Court of Brescia (Italy).

16 Industrial Property Rights

16.1 Buyer's Intellectual Property

Any technical information of the Buyer or other intellectual property rights that the Buyer may have delivered to the Seller are and will remain the exclusive property of the Buyer.

The Seller shall not acquire any rights to the Buyer's technical information or other Intellectual Property Rights, other than the right to use it solely to fulfill its obligations under the relevant Order.

16.2 Seller's Intellectual Property

Seller shall detail in writing (i.e., number, date, and type of right) all intellectual property rights that it owns or uses under license provided that such intellectual property rights are necessary or used to manufacture the Products or may affect their use or sale.

The Buyer, its customers, and its subcontractors have the right to rebuild, remanufacture, remodel, or rebuild the Products without payment of any royalty or other amount to Buyer.

16.3 Rights of third parties

The Seller warrants that the sale or use of the Products will not infringe or contribute to the infringement of any intellectual property rights of any third party. Seller agrees to defend, indemnify, and hold harmless the Buyer, including its Affiliates, and its customers from and against all claims, losses, demands, liabilities, obligations, and expenses (including, without limitation, reasonable attorneys' fees, and other fees) arising out of or related to any claim or action based on the claim that the Products infringe any intellectual property rights of any third party.

In the event that a third party makes such a claim and the use of any Product or any component thereof is ordered, Supplier shall promptly, at no cost to Buyer: (i) provide to Buyer the right to continue to use the affected Product or component thereof, (ii) replace the infringing Product with an equivalent non-infringing component, of equal performance and quality that is acceptable to the Buyer at its discretion; or (iii) modify the infringing Product without impairing its performance and quality so that it no longer constitutes an infringement.

16.4 Trademarks

The Seller shall apply the trademarks specified by the Buyer to the Products and their packaging to be delivered to the Buyer (hereinafter referred to as the "Branded Product"), in accordance with the Specifications.

Unless expressly authorized in writing by the Buyer, the Seller may not affix its own or any third party's trademarks or other designations to any branded Product.

Seller will sell the Branded Products to the Buyer only, provided that any sale of Branded Products to any third party will require the prior written consent of the Buyer.

The application of Buyer's trademark on the Branded Products does not in any event mean that the Seller is granted any license to use such trademarks. Use of the Buyer's trademarks not in accordance with the Buyer's instructions will be considered a clear breach of the Supply Agreement/Order and this Terms & Conditions.

17 "Organizational model" pursuant to Legislative Decree n. 231/01

17.1 The Seller is aware that DN AUTOMOTIVE Italy has adopted and implemented an "Organization, Management and Control Model pursuant to Legislative Decree 231/01", with the related "Code of Conduct" and Disciplinary System, which it declares to have read from the company website "www.dtrvms.it/chi-siamo/corporate-governance" and which it declares to have fully understood. The Seller adheres to the principles of the aforementioned "Organization, Management and Control Model" as well as its annexes and undertakes to comply with its contents, principles, and procedures and, in general, to refrain from any conduct that may constitute the hypotheses of crime indicated in Legislative Decree 231/01 and its subsequent amendments and additions. It also undertakes to respect and ensure that any of its collaborators comply with all the principles contained in the documentation.

17.2 The Seller declares that the violation of the rules set forth in the aforementioned documents represents a serious breach of contract. The Seller hereby indemnifies the DN AUTOMOTIVE Italy for any sanctions or damages that may arise to the latter because of the violation of the aforementioned documents by the Seller himself or any of his collaborators. DN AUTOMOTIVE Italy also reserves the right to terminate the contract pursuant to chapter 11.3 above.

18 Compliance

18.1 The Seller is fully aware that the DN AUTOMOTIVE Italy is certified according to the international standard ISO:14067 and ISO:14064-1 relating to the "Carbon Footprint" of the products and organization ("*Carbon Footprint*"), and therefore the Seller shall provide the Buyer with the necessary data relating to the carbon footprint (direct and indirect emissions and related LCA - "*Life Cycle Assessment*") of the Products supplied in order to guarantee monitoring and compliance with the EU or other international programs aimed at reductions in CO2 levels envisaged by the "FIT55".

18.2 The Seller is fully aware that DN AUTOMOTIVE Italy is certified according to the international standard ISO:22301 relating to "*Business Continuity*" and therefore undertakes to carry out a risk analysis which also includes causes of Force Majeure, in such a way as to implement prevention actions aimed at guaranteeing operational continuity to the Buyer even in the event of disruptive events. These prevention actions can be, by way of example: creation of operational stock at the Purchaser and/or at third party warehouses, outsourced production, etc.). The Buyer must receive evidence of this risk analysis and prevention actions from the Seller.

18.3 The Seller declares to be aware that the Buyer is certified according to the international standards ISO:45001 – ISO:14001 – ISO:50001 relating to "Health and Safety", "Environment" and "Energy" and therefore the Seller shall consider these aspects as fundamental in its management, to guarantee compliance in terms of Environment, Sustainability and Governance (ESG). The Seller shall

provide the Buyer with data and documentation upon request relating to the above to also satisfy the mandatory ESG requirements as well as those linked to the ISO Standards mentioned.

18.4 As already mentioned in the previous point 2.1, the Seller declares to be aware that the Buyer is certified according to the international standard ISO:27001 relating to "Information security management system" and that it has obtained the TISAX labels. In case the Seller has even obtained same certification/label, it shall provide the Buyer with its certificates, or with a Risk Assessment about Information Security, which may be audited by the Buyer's personnel or by a third party (on behalf of the Buyer).

In the event the Seller is not in possession of the TISAX Label, commits itself, from now on, to undertake the process aimed at obtaining it. Alternatively, it shall provide evidence, through a third-party audit performed every year, that its information security management complies with the TISAX requirements.

19 General

19.1 The relationship between the Seller and the Buyer is that of independent contractors. Nothing contained in this Terms & Conditions or in the Supply Agreement/Order may be interpreted in such a way as to create a principal-agent or employer-employee relationship between the Parties.

19.2 The Seller may not assign any Supply Agreement/Order, or any right or obligation (including credits) to any third party, in whole or in part without the written consent of the Buyer; in the event of a breach of the above obligation, the Buyer shall have the right to terminate the relevant Supply Agreement/Order in accordance with chapter 11.3 above.

Buyer may transfer or assign any Supply Agreement/Order, including any rights and obligations, to any its Affiliates.

19.3 Any term or condition contained in this Terms & Conditions or in the Supply Agreement/Order which is declared illegal or unenforceable by the competent Court, shall not apply and the unenforceability of such term or condition shall not affect the enforceability of any other terms and conditions.

19.4 The failure of one Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right to require such performance at any time thereafter. Further, no waiver by either Party of breach of any provision hereof shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provision.

Place and Date _____

The seller:

Stamp & Signature _____

Pursuant to, and for the purposes of, Articles 1341 and 1342 of the Italian Civil Code, the Seller, after having carefully and specifically read them, expressly approves, and accepts the following clauses:

- 5) Defects and Warranties.
- 6) Deliveries.
- 7) Prices and competitiveness.
- 9) Changes.
- 11) Term and Termination.
- 14) Export controls; Compliance with sanctions.
- 15) Applicable Law and Jurisdiction.
- 18) Compliance.

Place and Date _____

Per presa visione ed accettazione clausole vessatorie:

The Seller:

Stamp & Signature _____