

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

AVK Piacenza S.r.l.  
(effective 22.05.2026)

### 1. Applicability

These general terms and conditions of sale and delivery (“**Conditions**”) govern the current and future supply and delivery of products and services (“**Products**”) by AVK Piacenza S.r.l. (“**Supplier**”) and purchased by the purchaser (“**Purchaser**”), unless otherwise agreed in writing. The applicability of any general and special terms and conditions of Purchaser is excluded.

### 2. Quotations and orders

Supplier's quotations of Products and pricing is subject to change.

Contracts for delivery are accepted upon (i) written quotation by Supplier accepted by Purchaser in accordance with the terms of the quotation and subsequently confirmed by Supplier in writing (ii) written confirmation by Supplier of Purchaser's order (each a “**Binding Order**”).

A Binding Order can only be modified by written agreement between AVK Piacenza S.r.l. and the Purchaser. Moreover, AVK Piacenza S.r.l. is entitled to debit the Purchaser with all costs which Supplier may incur owing to the Purchaser's wish to modify the Order. If the Products are specifically manufactured by AVK Piacenza S.r.l. for the Purchaser, the Purchaser shall indemnify the Supplier the value of the work in progress.

### 3. Prices

All prices quoted by Supplier are valid for 30 days only. The price of the Products shall be Supplier quoted price or, where no price has been quoted (or the quoted price is no longer valid), the price listed in Supplier's published pricelist current at the date of acceptance. All prices are quoted by Supplier on ex works basis (EXW – INCOTERMS 2020) unless otherwise agreed in writing. The costs of packaging will be charged to Purchaser in addition to the price of the Products. The prices are exclusive of any import duties, VAT, levies, taxes, and other charges which may be imposed on the Products. Any typographical, clerical or other error or omission in any quotation, pricelist, acceptance offer, or other document or information issued by Supplier may be corrected by Supplier without any liability on the part of Supplier.

Supplier reserves the right by giving notice to Purchaser at any time prior to dispatch to increase the price of the Products to reflect any substantial increase in the cost to Supplier which is due to factors beyond the control of Supplier (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in cost of labour, materials or other cost of manufacture or transportation) that gives Supplier a disadvantage compared to the circumstances prevailing at the date of the acceptance of the Binding Order. Any such increase of price will reflect the actual increased cost level as evidenced by Supplier's records. If the increase of price is beyond 20 %, Purchaser shall be entitled to cancel the relevant Binding Order immediately and until such time Products have been dispatched.

### 4. Terms of payment

Unless otherwise stated in the Order, Supplier shall submit invoices for the Products after completion of each of the milestone events as set forth in the Order. Unless otherwise provided in the Order, the time of payment of the price of the Products is of the essence. Purchaser shall pay the invoice of the Products within 30 days of the date of Supplier's invoice. If Purchaser fails to make full payment on the due date then, without prejudice to any other right or remedy available to Supplier, Supplier shall be entitled to (i) charge Purchaser interest on the amount unpaid, at a rate of, at present, 1,00 % per commenced month (interest will be added monthly) and (ii) charge a fee of EUR 20 per payment reminder.

On the request of Supplier, if the Binding Order exceeds EUR one hundred thousand (100,000) Purchaser shall, (i) at its expense, provide an unconditional, irrevocable, unlimited and absolute payment guarantee from an internationally recognized bank on Supplier's first demand, or (ii) at its expense provide a letter of credit.

In case of any payment default by Purchaser, Supplier is entitled to postpone delivery and to store any undelivered Products at Purchaser's expense by use of a freight forwarding agency or by utilizing Supplier's storage facilities until payment of due invoices.

### 5. Delivery

Delivery shall take place EX WORKS (INCOTERMS 2020). Prior to dispatch, Purchaser shall give Supplier information regarding its VAT number. Upon receipt

of the Products, Purchaser shall issue to Supplier a notice acknowledging the receipt of Products and return required export statements. Supplier is entitled to make partial deliveries. If Purchaser fails to take delivery, Supplier is entitled to store any undelivered Products at Purchaser's expense, i.e. by use of a freight forwarding agency or by utilizing Supplier's storage facilities. In case of late delivery attributable to Supplier, Purchaser may seek liquidated damages for delay equal to zero point five (0,5%) percent of the price of the invoiced value of the delayed Products per commenced week of delay up to a maximum of five (5,0%) percent of the invoiced value of the delayed Products. If Supplier has not delivered the Products within 10 weeks from delivery date, Purchaser is entitled to terminate the Binding Order without further liability for Supplier. Termination and liquidated damages as set out in this clause 5 are the only remedies available to Purchaser in case of delay in delivery or non-delivery.

### 6. Cancellation and return

A Binding Order can only be cancelled by written agreement between Supplier and Purchaser. Supplier is entitled to charge Purchaser with the following costs in case of cancellation:

- (i) cancellation between Order's date and placement of sub-orders: 5% of the entire purchase price;
- (ii) cancellation after receipt of materials: 30% of the entire purchase price;
- (iii) cancellation after machining: 55% of the entire purchase price;
- (iv) cancellation after testing: 85% of the entire purchase price;
- (v) cancellation after packing: 100% of the entire purchase price.

### 7. Packaging

Standard packaging is not returnable. If a special form of packaging, labelling or identification is used/requested or if the Purchaser chooses a special type or requirements of shipping, this will be invoiced based on costs incurred.

### 8. Defects

Purchaser shall be solely responsible for satisfying itself that the Products are suitable and/or fit for the particular purpose for which they are ordered.

Products shall be deemed defective only when Purchaser evidences that Products are not in conformity with the Binding Order. Defective Product is in any case understood not to include any non-conformity caused by

- (i) the use of a Product for an application for which it has not been designed or which has not been recommended by Supplier;
- (ii) any change by Purchaser of the chemical composition of the medium or treatment of the medium for which the Products is used;
- (iii) installation not in accordance with Supplier installation instructions (if any) and accepted codes of good practice;
- (iv) lack of or faulty maintenance; and
- (v) normal wear and tear.

Purchaser shall carry out a reasonable inspection of the Products within 5 working days following receipt of Products, ascertaining that no transport damage has occurred and notify Supplier in case of transport damage.

All other defects shall, to the extent possible, be notified to Supplier within 15 working days from discovery, by defining the defect and declaring which claims are asserted (the “**Notification Period**”). In any event, Purchaser will lose its right to rely on lack of conformity of the Products if Purchaser does not give Supplier notice thereof at the latest within a period of (i) twelve (12) months from the date of installation or (ii) eighteen (18) months (collectively the “**Cut-Off Date**”) from the date on which the Products were delivered (whichever occurs first). In respect of electronic Products, incl. VIDI Products, Purchaser shall not later than two (2) years from the date of delivery notify Supplier of any nonconformity or Purchaser will no longer have the right to make any claim against Supplier (the “**Short Cut-Off Date**”). Purchaser may, at Purchaser's discretion, demand Supplier to repair or replace the non-conforming Products. Supplier will cover direct costs for access and restoration, transport of a defect free product to the site of installation, dismantling and reinstallation at the site of installation of the defect Products. In case of repair or replacement by Supplier, the Cut-Off Date and/or the Short Cut-Off Date period will run from the time the Products were first actually delivered, and not from the time of repair or replacement. No other remedies shall be available to Purchaser in case of lack of conformity of the Products.

## 9. Extended retention of title

Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the ownership to the Products shall not pass to Purchaser until Supplier has received in cash or cleared funds payment in full of any amount due. Until such time as the ownership of the Products passes to Purchaser, the Buyer shall hold the Products as Supplier's fiduciary agent and bailee and shall keep the Products separate from those of Purchaser and third parties and properly stored, protected and insured and identified as Supplier's property. Until that time Purchaser shall be entitled to re-sell or use the Products in the ordinary course of its business, but shall account to Supplier for the proceeds of sale or otherwise the Products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of Purchaser and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the ownership to the Products passes to Purchaser (and provided the Products are still in existence and have not been re-sold), Supplier shall be entitled at any time to require the Buyer to deliver the Products to Supplier and, if Purchaser fails to do so, forthwith to enter upon any premises of Purchaser or any third party where the Products are stored and re-possess the Products.

If delivery of Products takes place in Germany or Austria, the following also applies:

Processing and adaptation of the Products which are subject to retention of title shall always occur for Supplier as owners, however without any obligation for Supplier. If the Products processed in this manner are combined by the Purchaser with other works, services or goods, Supplier shall have a right of joint ownership to the new object in the ratio of the invoice value of the Products, which are subject to retention of title to the value of the other goods and the processing value.

The claims against third parties from the resale of the Products are hereby assigned to Supplier by way of security in advance by Purchaser in full or in the amount of Supplier's respective co-ownership share. Supplier accepts the assignment. Purchaser remains authorized to collect payment in addition to Supplier. Supplier agrees not to collect the claims as long as Purchaser complies with its payment obligations towards Supplier, does not default on payment, no application for opening of an insolvency proceeding has been filed and there is no deficiency in Purchaser's performance capacity. In any of these events, Supplier can request that Purchaser discloses to Supplier the assigned claims and the debtors thereof, provides all information necessary for the collection, provides the relevant documentation and gives notice of the assignment to the debtors (third parties).

## 10. Liability

Notwithstanding anything to the contrary in these Conditions, for any and all claims, losses, costs and damages whether such are based on indemnification, contract negligence, breach of contract, breach of warranty, statutory rules or otherwise and to the fullest extent permitted by applicable law the liability of Supplier shall be limited to:

- (i) in respect of property damage the yearly limit is EUR 5 million (5.000.000); and
- (ii) in respect of any other liability the total aggregate liability of Supplier shall be limited to the amount of the purchase price of the Products payable under the relevant Binding Order with addition of any liquidated damages for delay; and
- (iii) reasonable costs for access and restoration, transport of a defect free product to the site of installation, dismantling and reinstallation at the site of installation of the defect Product to a maximum of EUR five million a year (5.000.000).

In no event shall Supplier be liable to Purchaser or to any third party for loss of profits, loss of revenue, loss of business opportunity, loss of time or for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to delivery of any Products.

The limitation of liability set out above in this clause 10 does not apply:

- (i) in the event of claims for compensation as a result of death or bodily injury;
- (ii) in the event of liability according to mandatory law;
- (iii) in the event of wilful intent or gross negligence on the part of the Supplier; and

- (iv) for reasonable costs in the event of an infringement of intellectual property rights related to Supplier's performance; except infringement or violation arising from or based upon Supplier's compliance with particular requirements of Purchaser that differ from Supplier's standard specifications for Products.

## 11. Force Majeure

Supplier shall not be liable for any delay or failure of performance due to strikes, lockouts, fires, floods, act of governmental authority, epidemics, terrorism, political instability within the country in which Supplier is operating, acts of God or other causes beyond Supplier's reasonable control provided that Supplier shall have given notice to Purchaser of any such cause for delay or anticipated delay promptly following its commencement and shall have used its commercially best efforts to perform as expeditiously as possible. If the delay or failure in performance lasts more than 30 days, Purchaser shall have the right to, without liability to Supplier, immediately terminate the Binding Order(s) in respect of such part of the Products as cannot in consequence of the force majeure event be used as intended by Purchaser.

## 12. Software

If the Product is delivered with embedded software or any additional software is purchased, the Purchaser obtains a non-exclusive, non-transferable, non-sublicensable, and revocable software license in form of a right of use to the software solely for the purposes set out in the applicable specification of the Product. Unless explicitly set out in the applicable Binding Order, Purchaser obtains (i) no rights in form of patent, copyright, trademark or other proprietary right connected to the software, (ii) no rights to software source codes, (iii) no authorization to make any changes, additions, improvements, alterations, or modifications of any kind to the software, (iv) no right to copy, reproduce, modify, pass on to or in any other way communicate the software to a third party without prior permission from Supplier. Purchaser is solely responsible for satisfying itself that the software supplied will function in combination with Purchaser's other equipment, software, or materials. Supplier shall not be liable for, and Purchaser shall indemnify and hold Supplier harmless from, any and all claims, losses, costs and damages arising as a result of a configuration or change that is incorporated into the software at Purchaser's request or a process use requested or controlled by Purchaser. Supplier does not guarantee that the software supplied will function uninterrupted.

If the Product is delivered with embedded software or any additional software is purchased, such software will be subject to further detailed license terms, End User License Agreement ("EULA"), which for the avoidance of doubt shall supersede any contradicting terms and conditions set out in these Conditions.

Unless otherwise agreed in writing, e.g. in the EULA, the software will be provided on an automatically renewed yearly subscription, which will be invoiced subject to clause 4 of these Conditions. Termination of such subscription shall be provided in writing.

## 13. Intellectual Property Rights ("IPR")

Supplier has the sole and exclusive right to all registered or non-registered IPR of any kind (including, but not limited to, patents, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, ideas, know-how, inventions, technical improvements of any type and trade secrets) in relation to the Product, including but not limited to drawings, calculations, designs, details of production, computer programs, data, prototypes, samples, models, moulds and other physical and/or electronic documents, information and materials.

In case of an infringement or violation of IPR of any kind arising from or based upon Supplier's compliance with particular requirements of Purchaser that differ from Supplier's standard specifications for Products, Purchaser shall indemnify and hold Supplier harmless from any and all claims, losses, costs and damages arising as a result of such a deviation.

## 14. Export Control and Sanctions Compliance

The Purchaser represents, warrants, and undertakes that it shall comply, and shall ensure that its affiliates, distributors, resellers, and end users comply, with all applicable export control and economic sanctions laws and regulations of the European Union, its Member States, and the United States of America.

The Purchaser shall not, directly or indirectly, sell, export, re-export, transfer, divert, make available, or otherwise distribute the Products to:

- (a) any country or territory subject to comprehensive or sectoral sanctions or export restrictions under EU or U.S. law, including but not limited to Russia, Belarus, Iran, and Cuba;

(b) any individual or entity that is sanctioned, designated, or listed on any applicable denied, restricted, or blocked party list; or  
(c) any person or for any end-use that is prohibited under applicable export control or sanctions laws.

Upon request, the Purchaser shall promptly provide accurate end-use and end-user information and any documentation reasonably required to demonstrate compliance with applicable export control and sanctions requirements.

The Purchaser shall impose obligations no less restrictive than those set forth herein on any downstream buyers, distributors, or resellers and shall be responsible for their compliance.

Any breach of this clause shall constitute a material breach of the Agreement, entitling the Seller to suspend performance and/or terminate the Agreement immediately, without prejudice to any other rights or remedies available at law or in equity. The Purchaser shall indemnify and hold harmless the Seller from any losses, penalties, or liabilities arising from such breach.

#### **15. No waiver**

Any waiver by either party of a breach of any provision of these Conditions shall not be considered as a waiver of any subsequent breach or any other provision of these Conditions.

#### **16. Severance**

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

#### **17. Default of Purchaser**

If Purchaser commits any breach of its obligations towards Supplier, Supplier is then entitled to (without prejudice to any other rights of Supplier) forthwith (i) suspend further performance by Supplier or (ii) terminate the Binding Order(s) affected.

#### **18. Venue and jurisdiction**

These Conditions shall be governed by the laws of Italy, with exclusion of any choice of law rules. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly included for international sales. Any dispute or claim arising out of or in connection with these Conditions shall be referred to and resolved by arbitration, however Supplier may at its own discretion sue Purchaser at any place of jurisdiction through ordinary court.

Arbitration shall be conducted in accordance with the rules of The Italian Institute of Arbitration in force at the time when such proceedings are commenced. The place of arbitration shall be in the capital in the state of the Supplier. English shall be the language used during any such proceedings unless otherwise agreed between the parties. In addition to the aforesaid, either party is entitled to seek injunctive relief by a competent court as may be necessary to restrain any breach or threatened breach of these Conditions by the other party.