

GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS

These general conditions of supply shall govern relations between Eelectron Spa, with registered office at Via Monteverdi 6, 20025 Legnano (MI), share capital Euro 997,400, tax code, VAT number I11666760159 and registration with Milan Companies House (hereinafter "Eelectron") and the company appointed by Eelectron to supply the encoded materials or all the subjects receiving a purchase Order making reference to these supply conditions (hereinafter the "**Supplier**").

ARTICLE 1 - NATURE AND EFFECT OF THE GENERAL CONDITIONS

1.1. These general conditions of supply (hereinafter the "**General Conditions**") do not oblige Eelectron to appoint the Supplier to provision the Products (hereinafter the "**Products**") until supply contracts (hereinafter the "**Supply Contracts**") have been stipulated between Eelectron and the Supplier following orders placed by Eelectron and accepted by the Supplier in the way specified below.

1.2 These General Conditions apply to all purchase Orders (hereinafter the "**Orders**") issued by Eelectron, through its duly-authorized proxies, with regards to the Supplier for the supply of Products. The General Conditions shall form an integral and substantive part of the Order to which they refer and the aim is to establish the general terms and conditions governing the provisions to be made, in accordance with specific Supply Orders.

1.3 The Supplier shall communicate acceptance of the Order to Eelectron by sending an Order Confirmation (hereinafter "Order Confirmation") using the following methods: confirmation email or PDF document.

The Supply Contract shall be considered as stipulated upon receipt, by Eelectron, of the Order Confirmation. In any case, even without said Order Confirmation, the Supply Contract shall be considered as stipulated and subject to the General Conditions by automatic tacit consent once five (5) calendar days have passed from the date on which the Order was sent and, in any case, if the Supplier starts to develop and/or supply the goods specified in the Order.

If the Supplier's acceptance contains new or different conditions to those set forth in the Order placed by Eelectron, they shall be considered as a new proposal and not be binding on Eelectron.

1.3 Contractual conditions that differ from these General Conditions, whether added, amended or recalled by the Supplier, shall not be valid unless specifically accepted in writing by Eelectron.

1.4 These conditions are valid on a permanent basis, starting from the date of stipulation and cancel and replace any previous conditions that may have been signed.

ARTICLE 2 - PRODUCT DELIVERY

2.1 The terms and conditions for the delivery of the Products are specified in the Order. All Products must be delivered on the date and to the place specified in the Order. The agreed delivery terms are compulsory.

Delays by the Supplier must be duly communicated to Eelectron.

Eelectron shall have the right to agree, in accordance with agreements governed by specific contracts with the Supplier, on any changes to delivery terms, whether early or late.

2.2 Without prejudice to Eelectron's right to claim compensation for damages, if the Supplier should delay delivery of all or part of the Products with respect to the date specified in the Order, Eelectron shall have the right to terminate the Supply Contract entirely or the part concerned by the default.

2.3 In the event of failure to deliver the Products within the terms established, Eelectron may demand that the Supplier pay a penalty equal to 3% of the value of the entire order, for each working week's delay; this is without prejudice to compensation for greater damages.

2.4 Products must be delivered by the Supplier taking all the steps necessary to guarantee the correct transport and storage of the

materials without affecting their integrity or the capacity to fulfil their duty. For all non-conformities, Eelectron may demand that the Supplier pay a penalty in the amount of Euro 50.00, without prejudice to compensation for greater damages.

2.5 Goods packaging shall be considered as disposable unless otherwise agreed in writing; the packaging must in any case be appropriate for the material supplied and the means of transport used.

ARTICLE 3 - PRODUCT QUALITY AND ACCEPTANCE

3.1 Products must comply in full with the technical and functional specifications defined in the Order.

3.2 In order to verify said conformity, Eelectron shall have the right to inspect the Products and/or arrange for their inspection by third parties duly appointed to this end.

3.3 If flaws and/or non-compliance with that ordered, also with respect to any technical specifications of Eelectron should be noted in the Products, the Supplier must remedy the matter promptly by repairing/replacing the Product.

In the event of non-compliant Products, Eelectron may choose, in addition to the remedy of replacement as specified above, to either: **a)** recover the non-compliant Products with supplementary workings to be carried out by and at the expense of the Supplier, on the basis of prior written agreements reached in this respect; or **b)** refuse the Products or the entire batch of which they are a part, without requesting their replacement, terminating the related Supply Contract by simple written notification to the Supplier; in neither case shall any amount be due to the Supplier on any grounds.

This is without prejudice to the right of Eelectron to terminate the Supply Contract in the event of failure to accept the Products due to their non-conformity with that ordered.

3.4 The rights to inspect and/or to accept the Products do not entail any waiver by Eelectron of any of its legal and contractual rights, specifically including the warranty against flaws and/or operating defects pursuant to article 4 and compensation for damages suffered

3.5 Product quality and acceptance will also be governed by specific framework agreements between Eelectron and subcontracting Suppliers.

ARTICLE 4 - WARRANTY AGAINST FLAWS

4.1 Unless otherwise agreed in writing, all Products delivered by the Supplier will be covered by a warranty of proper functioning for a period of not less than 12 months unless otherwise agreed in writing with the Supplier.

4.2 Eelectron shall have the right to obtain compensation from the Supplier for direct damages suffered because of the flaws and/or non-conformity of the Product with respect to that ordered.

4.3 Guarantees against defects will also be governed by specific framework agreements between Eelectron and its Suppliers.

ARTICLE 5 - CONFIDENTIALITY

All technical, technological, construction and process information and all data, designs or specifications of which the Supplier may become aware or come into possession by virtue of the issue of an Order or the fulfilment of a Supply Contract, must be considered as strictly confidential and, therefore, subject to the confidentiality clause.

The Supplier undertakes to use said confidential information only to fulfil the Supply Contracts and shall maintain this confidentiality clause for five (5) years following completion of the supplies.

ARTICLE 6 – SAFETY

The Supplier undertakes to supply only Products that comply with current legislation; the Supplier undertakes to comply with all provisions relating to substances regulated and/or banned by the European Union and:

- REACH Regulation no. 1907/2006 and all its amendments;

- Directive 2014/35/EU (low voltage directive);
- Directive 2014/30/EU (electromagnetic compatibility directive);
- Directive 2015/863 (ROHS3) on the restriction of the use of certain hazardous substances in electrical and electronic equipment;
- PFAS Regulation relating to restrictions on the use of substances belonging to the group known as perfluoroalkyl substances (2022/2388, 2024/2462 and 2025/40);
- Directives on the non-use of CRM (*Critical Raw Materials*) as per European Regulation 2024/1252 with the aim of ensuring a safe and sustainable supply chain;
- Guidelines on the non-use of raw materials from regions in conflict “*Conflict-free materials*” as defined by Chapter 1502 of the *Dodd Frank Wall Street Reform and Consumer Protection Act*.

Where applicable, even if producing or marketing the Products outside the European Union, the Supplier guarantees that all Products comply with European legislation and, in particular (but not only):

- Directive 2014/35/EU (Low Voltage Directive).
- Directive 2014/30/EU (Electromagnetic Compatibility Directive).

The Supplier undertakes to remain up-to-date with regards to any future developments, amendments and supplements to the EU directives. If the Products should not comply with the provisions of the regulation, the Supplier undertakes to inform Eelectron promptly in advance.

ARTICLE 7 – THIRD PARTY LIABILITY

If Eelectron should be summonsed to court for civil and/or contractual liability as a result of flaws and/or unreliability of the Products supplied by the Supplier, the latter shall be obliged to indemnify Eelectron and compensate any damages Eelectron may suffer.

To this end, Eelectron shall inform the Supplier promptly of any third-party challenges relating to flaws, non-conformities or unreliability of the Products supplied.

ARTICLE 8 - INDUSTRIAL PROPERTY RIGHTS

The results and/or partial or final developments, consequent to and deriving from the Supplier's activities in fulfilment of the Supply Contracts carried out in accordance with technical specifications provided by Eelectron shall be exclusive property of Eelectron, together with all the related intellectual property rights, with no limit in time or territory and shall not give rise to any further remuneration of the Supplier over and above that agreed in the Supply Contract.

ARTICLE 9 - TRADEMARKS

The Supplier cannot modify, alter, conceal, remove or in any other way interfere with any trademark, service mark, business mark, verbal mark, figurative mark or other distinctive marking if added to the supplies at the specific request of Eelectron.

The Supplier undertakes not to add its own trademark, service mark, business mark, verbal mark, figurative mark or other distinctive marking to the Products supplied in accordance with specific technical specifications of Eelectron, except with the prior written consent of Eelectron.

It is therefore agreed that violation of this ban shall authorise Eelectron to refuse said supply, to terminate the related Supply Contract and to obtain compensation for the damages suffered.

ARTICLE 10 - INVOICING AND PAYMENTS

1. Invoices issued by the Supplier must be sent to Eelectron in digital format to the email address accounting@eelectron.com or amministrazione@eelectron.com and must include the Order number.

2. Payments will be made as specified in the Order.

However, agreements may arise between the parties that entitle Eelectron to pay for the Order according to different conditions agreed between the parties if the projects in question are specific and fall outside of the scope of the Framework Contracts.

ARTICLE 11 - TERMINATION OF SUPPLY CONTRACTS

In the event of failure or inexact fulfilment of the Supply Contracts by the Supplier, Eelectron may terminate these in accordance with art. 1454 of the Italian civil code, by means of notice to fulfil within the terms of 7 calendar days of receipt, to be sent to the Supplier by means of letter sent recorded delivery with advice of receipt.

If within these terms, the Supplier has not remedied the total or partial breach, without prejudice to the consequent automatic termination of the Supply Contract, Eelectron shall have the right, with no need for any legal action to be taken, to withhold the

amounts accrued in any case in the favour of the Supplier, also by virtue of supplies other than that not made or made incorrectly, by way of advance on compensation for damages caused as a result of the violation; the Supplier hereby waives raising any exception in this respect.

ARTICLE 12 - WITHDRAWAL

Eelectron reserves the right to withdraw from any Supply Contracts that have not yet been fully fulfilled by the Supplier, at its own judgement and without said withdrawal resulting in any request for compensation or indemnity of any kind, if any of the following situations should arise:

- 1) transfer, by the Supplier, of the business or business unit involved in the provisions undertaken by the Supplier in accordance with the Supply Contracts;
- 2) the Supplier is liquidated;
- 3) Supplier application for bankruptcy or its being subject to any other bankruptcy procedures;
- 4) serious breaches of contract;
- 5) repeated non-conformities manifested by the product due to non-compliance by the Supplier.

The Supplier must inform Eelectron by means of letter sent recorded delivery with advice of receipt if any of said situations should arise within 15 (fifteen) calendar days of the date of the event.

Eelectron may exercise its faculty to withdraw pursuant to this article by informing the Supplier by means of letter sent recorded delivery with advice of receipt, faxed or e-mailed ahead, and in this case, the date of the fax or e-mail shall be taken as valid, to be sent within thirty (30) calendar days of receipt of the recorded delivery letter pursuant to the above paragraph.

Withdrawal shall take immediate effect unless otherwise agreed between Eelectron and the Supplier regarding the completion of supplies not yet made.

ARTICLE 13 - FORCE MAJEURE

Force Majeure" means any event beyond human control, such as natural disasters, wars, embargoes, or unforeseeable floods, which does not necessarily include the COVID-19 pandemic.

Legislative Decree No. 6 of February 23, 2020, converted into Law No. 13 of March 5, 2020, established that the recurrence of a pandemic does not automatically constitute a case of Force Majeure.

Neither party shall be deemed to be in breach of this Agreement to the extent that a Force Majeure event occurs. If a Force Majeure event occurs, the Supplier shall promptly notify the existence of an event deemed to constitute Force Majeure that limits its supply conditions. Conversely, Eelectron shall be required to provide the same notification if it is affected by it.

If the Force Majeure event lasts for more than sixty (60) days, either party shall have the right to terminate this Agreement with at least thirty (30) days' notice. If the Force Majeure event already exists at the time of signing the agreement, the provisions of the Force Majeure clause do not apply.

If the Force Majeure event causes a significant delay in delivery, Eelectron has the right to revoke or cancel the order, in whole or in part, by written notice to the Supplier.

ARTICLE 14 - COURT OF JURISDICTION

Any dispute in connection with the interpretation, fulfilment or termination of these General Conditions, the Orders issued by Eelectron and the related Supply Contracts shall be submitted to the exclusive jurisdiction of the Court of Milan.

In confirming the purchase Order issued by Eelectron, the Supplier declares to specifically approve the following articles in accordance with art. 1341 and 1342 of the Italian civil code: 1.3 (automatic tacit acceptance of orders), 2 (Product delivery), 3 (Product quality and acceptance), 4 (warranty against flaws), 7 (third party liability).

Eelectron Spa

Company Management