

GENERAL CONDITIONS OF SALE OF CSM TUBE S.P.A.

Rev: May 2025

These general conditions of sale ("GCS") apply to the sale of goods and/or provision of services entered into between CSM Tube S.p.a., with registered office in Codognè (TV), Via del Lavoro n. 60, Fiscal Code/VAT No. IT 02478770262 ("CSM") and the subject purchasing goods and/or services ("Buyer"). The GCS, together with the special conditions and provisions (including those as an exception to the GCS), expressly agreed between the Parties and included in the order confirmation issued by CSM ("Order Confirmation") and in the documents attached thereto, constitute the entire regulation of the sales Contract and/or service provision Contract between CSM and the Buyer and replace any other and/or different terms and/or conditions conflicting with them proposed by the Buyer, either verbally or in writing, and not expressly accepted by CSM. Any general conditions of purchase or forms adopted by the Buyer shall not be enforceable against CSM, unless expressly accepted in writing by CSM. Any purchase order for goods or services shall imply the Buyer's acceptance of these GCS. Any changes to the GCS that are not contained in the Order Confirmation may be made exclusively by CSM by means of a communication to the Buyer or publication on the CSM website and shall apply to orders placed after such communication or publication.

1. Object of the sale.

Unless otherwise expressly provided in the Order Confirmation, the service provided by CSM to the Buyer shall concern the sale of stainless steel tubes with the technical specifications referred to in the Order Confirmation (the "Products") and the provision of services.

2. Conclusion of the Contract.

2.1 The Buyer's order shall be deemed accepted only upon issuance by CSM of an Order Confirmation that clearly specifies the Products and/or services ordered by the Buyer, the quantities, the time of delivery, the payment terms and the specifications or technical data sheets of reference. In any case, it is the Buyer's responsibility to indicate or refer to the quantity of Products and to the product code in the order, as well as to indicate the technical data sheets of reference; technical characteristics of the Product different from those provided in the aforementioned technical data sheets or specified in the offer must be agreed in writing and confirmed in the Order Confirmation. **2.2** The catalogs, estimates and/or offers, or samples relating to the sale of Products shall not be considered binding for CSM, unless referred to in the Order Confirmation. **2.3** No

integration or modification of the GCS between the Parties, whether indicated in the Buyer's purchase order or in other documents, including shipping documents, shall be enforceable against CSM, unless included in the Order Confirmation and/or following written acceptance by CSM. **2.4** The Buyer's orders shall be considered firm for 10 (ten) days after their receipt by CSM. Orders shall be deemed accepted by CSM only under the terms indicated in the Order Confirmation. Orders directly fulfilled by CSM shall also be considered confirmed. The possible collection of an advance payment on an order by CSM shall not constitute acceptance of the order. **2.5** If the terms and/or conditions stated in the Order Confirmation differ from those in the order, the Order Confirmation shall be deemed accepted without reservation by the Buyer if not contested in writing within 5 (five) days of receipt. **2.6** Unless otherwise agreed in the Order Confirmation, orders shall be deemed correctly fulfilled by CSM, as regards the quantities requested, with a tolerance of $\pm 15\%$; in such case, the total price shall be adjusted in proportion to the quantities actually delivered.

3. Delivery.

3.1 Unless otherwise indicated in the Order Confirmation, delivery of the Products and the related transfer of risks shall always be FCA Incoterms® 2020 at CSM's facility indicated in the Order Confirmation. **3.2** In any case, regardless of the delivery terms, if the loading of the Products onto the means of transportation provided by the Buyer is carried out by CSM, such loading shall be deemed to have been carried out on behalf of the Buyer, as it is the responsibility of the carrier appointed by the Buyer to check the precise and correct positioning of boxes and pallets and to assume the role of loader. Any loss and/or damage to the Products that occurs during loading operations is the responsibility of the Buyer. **3.3** The time of delivery indicated in the Order Confirmation shall not be of the essence. Where payment of an advance on the order or the opening of a letter of credit is required, the time of delivery shall commence from the moment of payment of the advance or from the confirmation of the letter of credit. **3.4** In the event of payment to be made in whole or in part after delivery, if the Buyer delays the collection of the Products for more than 10 (ten) days from the notice of goods being ready for delivery, CSM shall have the right to proceed with invoicing with the relative commencement of the payment terms. In any case, the Buyer shall bear the storage costs and any other charges and liabilities related to the warehousing and safekeeping of the goods, equal to 1% (one percent) of the price of the Products for each week of delay up to a maximum of 5% (five percent). **3.5** If the Buyer delays the collection of the Products for more than 30 (thirty) days from the notice of goods being ready for delivery, CSM shall have the

right to withhold as a penalty any advance payment or down payment made by the Buyer, as well as, at its sole discretion, to terminate the Contract for cause, pursuant to and for the purposes of Article 1456 of the Civil Code, or to request its specific performance, without prejudice in any case to compensation for damages. **3.6** Any delays in the delivery of the Products and/or provision of the services not justified by CSM shall entitle the Buyer to terminate the Contract only after 90 (ninety) days from the date of formal notice to CSM, excluding in any case compensation for damages and except in cases of force majeure.

4. Price and Payments.

4.1 The price of the Products is indicated in the Order Confirmation and, unless otherwise provided in the Order Confirmation, it is understood to be FCA Incoterms® 2020 at the CSM's facility indicated in the Order Confirmation. Unless otherwise indicated in the Order Confirmation, prices are exclusive of all charges relating to taxes and transportation, insurance, shipping, storage, handling and demurrage costs and similar expenses, which shall be borne by the Buyer. If the expected delivery date exceeds 180 (one hundred and eighty) days, CSM shall have the right to update the price of the Products, if there is a significant change in the cost of raw materials between the date of the Order Confirmation and the expected delivery date; if the Buyer is not willing to accept the request for a price update, CSM may withdraw from the Contract. **4.2** Unless otherwise indicated in the Order Confirmation and/or written agreement between the Parties, the payment terms are 60 (sixty) days from the invoice date. The payment terms indicated in the Order Confirmation are essential. Any payment extensions, if applicable, must be indicated in the Order Confirmation. Payment must be made in Euros or in the different currency indicated in the Order Confirmation. **4.3** In case of late payment, the Buyer shall pay interest on arrears at the annual rate equal to Euribor plus 8 (eight) percentage points starting from the due date. **4.4** In the event that deferred payment is agreed between the Parties, CSM shall have the right to terminate the Contract, pursuant to and for the purposes of Article 1456 of the Civil Code, or not to execute the part of the Contract still to be executed, without the need for the Buyer's prior consent, in the event that (i) the Buyer delays payment by more than 15 (fifteen) days from the due date; (ii) CSM has reason to doubt the solvency and financial credibility of the Buyer, unless the Buyer provides the necessary guarantees, (iii) the Buyer is subject to bankruptcy proceedings of any kind; in the aforementioned cases, all payments not yet due shall become immediately payable, without the need for

CSM to give notice, without prejudice in any case to compensation for damages. In case of late payment, CSM shall also have the right to suspend any assistance and/or warranty replacement, even in case of serious damage, until the balance due is paid. **4.5** The Buyer shall not be entitled to delay or suspend payment for the supply in any case, including in the case of defects and/or non-conformities, without prejudice to his right to recover any unduly paid amounts (solve et repete), nor shall he be entitled to offset any credits, unless otherwise agreed in writing. **4.6** The Buyer hereby authorizes CSM to assign the credit claimed against the former. The assignment shall be effective with respect to the Buyer from the date of the relevant notification.

5. Retention of Title.

5.1 The Products to be supplied are and shall remain the property of CSM until the relevant price has been paid in full. **5.2** The Buyer is obliged to inform any interested third party of CSM's retention of title and to fulfill all formalities required by the applicable law of the place where the Products are located. **5.3** If a third party intends to enforce any right on the Products subject to retention of title, the Buyer shall immediately inform CSM and provide the latter with its assistance in protecting the retention of title.

6. Warranty.

6.1 CSM guarantees that the Products comply with the agreed technical specifications and not their suitability for specific uses, unless such specific uses have been expressly agreed and indicated in the Order Confirmation and in the technical specifications. **6.2** Any complaints regarding the condition of the packaging, quantity, number, or external characteristics of the Products (apparent defects) must be notified to CSM by registered letter with return receipt or certified email (where applicable), under penalty of forfeiture, within 8 (eight) days from the date of receipt of the Products. Any complaints relating to defects that cannot be identified by a diligent inspection upon receipt (hidden defects) must be notified to CSM by registered letter with return receipt or certified email (where applicable), under penalty of forfeiture, within 8 (eight) days from the date of discovery of the defect and in any case within 12 (twelve) months from delivery. Complaints must indicate precisely the defects and discrepancies complained. **6.3** The warranty shall apply only to Products that are intact and unprocessed by the Buyer and shall not apply to aesthetic defects that do not substantially affect the functionality of the Products, nor to geometric and dimensional deviations that do not exceed the ordinary tolerance foreseen by internationally recognized standards, nor to defects and deviations that are due to unsuitable, incorrect or improper storage or use of the Products by

the Buyer or its assignees, to overloading of the Products, to impacts and breakages. In any case, the warranty shall not apply, and CSM shall not be held liable for defects, if the Buyer is unable to provide CSM with proof of the batch to which the Products indicated as non-compliant belong, by adopting a procedure for tracing the use of the Products according to internationally recognized standards. **6.4** In the event of discovery or detection and subsequent communication by the Buyer of a non-conformity or defect attributable to CSM, occurring within 12 (twelve) months from delivery of the goods, provided that they are reported within the terms set forth in this clause, CSM shall remedy by choosing, at its discretion, whether to: (i) reduce the price of the Products, if they are in any case usable by the Buyer for the agreed use; or (ii) replace the Products found to be non-compliant and/or faulty, subject to their return by the Buyer. Products replaced under warranty shall be subject to the same warranty provided herein starting from the date of replacement. **6.5** Within the maximum limits provided by law, it is understood that the warranty provided by this article (which provides alternatively for the reduction of the price or the replacement of the Products) is absorbing and substitutive of any further warranty or liability provided by law and excludes any other liability of CSM (contractual and/or non-contractual) however deriving from the supplied Products (such as, including but not limited to, compensation for damages, loss of profit, product recall operations, production downtime, materials for use, lack of production or production entrusted to third parties, etc.) and/or any other direct and/or indirect damage. In no case shall CSM's liability exceed twice the value of the batch to which the defective Product belongs. **6.6** The verification of a possible defect of the Products may only be validated by CSM's technical personnel through investigation on the defective components sent to CSM, if requested by the latter, or through images and documents, it being understood that no returns can be made unless previously authorized by CSM. The Buyer shall bear the shipping costs of the replacement components. **6.7** If, also following the inspection by CSM's technical personnel, it is found that the defect/non-conformity of the Products is attributable to the Buyer or third parties, the Buyer shall reimburse CSM for the costs incurred for the warranty intervention. **6.8** If, despite the replacement, the Products supplied should be found to be seriously non-compliant with the technical specifications, the Buyer may request termination of the Contract, with the consequent obligation of the Buyer to return the Products in perfect condition and of CSM to refund the price collected at the date of termination. In any case, compensation for damages is excluded, except in the case of willful misconduct or gross negligence within the limits specified above. **6.9** The Parties agree that in the fulfillment of the Contract CSM may in any case

be held liable only for willful misconduct and gross negligence.

7. Force majeure.

7.1 CSM shall not be held liable for any delays or non-fulfillments caused by strikes, union unrest, lockouts, unforeseeable circumstances, scarcity of raw materials, delays by carriers/suppliers, compliance with provisions issued by public authorities, insurrections, state of war, natural events and disasters, embargoes, epidemics, force majeure or any other event not subject to the direct and reasonable control of CSM. **7.2** In the event of the aforementioned events, the commencement of the time of delivery, even if subsequent to the notice of default of CSM or if CSM is late with respect to the agreed terms, shall remain suspended until the circumstance that determined the suspension no longer exists. **7.3** If one of the above impediments occurs and persists for a period of more than 90 (ninety) days, either Party shall be entitled to terminate the Contract, it being understood that (i) where the event of force majeure prevents CSM from fulfilling its obligations, the Buyer shall be required to pay only for the Products made or services rendered by CSM up to the date on which the event occurred; (ii) where the event of force majeure prevents the Buyer from fulfilling its obligations, the Buyer shall be required, in addition to paying for the Products made, to compensate CSM for damages suffered (including the cost of semi-finished products and raw materials that cannot be reused in CSM's ordinary production and loss of profit).

8. Intellectual Property and Confidentiality.

8.1 The Buyer has no right to use patents, trademarks, models, trade secrets, or other intellectual property rights of CSM, whether registered or not, for any purpose other than the use of the Products. **8.2** Without prejudice to the above, each Party is required, even in the event of termination or expiration of this Contract, to keep confidential information strictly confidential (i.e. any confidential, protected, and/or not generally available to the public information, including but not limited to, information relating in whole or in part to industrial and commercial secrets, technical drawings and specifications, data relating to the Products, intellectual property rights not known to third parties, etc.) of which it has become aware in the execution of the Contract, and not to use it for purposes unrelated to the Contract, for the maximum period provided for by applicable law. **8.3** The Buyer expressly undertakes not to disclose or communicate to third parties any document or technical information received from CSM, without its written consent.

9. Assignment of the Contract.

9.1 The Buyer shall not assign the Contract, in whole or in part, to third parties without the

express written consent of CSM. **9.2** The Buyer undertakes to give immediate notice to CSM of any change in its corporate structure or management bodies (change of control).

10. Termination of the Contract.

10.1 Without prejudice to other causes of termination provided for in other articles of these GCS and by applicable law, CSM may terminate the Contract for cause in the event of any material breach of any of the conditions set forth in these GCS; for the purposes of this clause, a breach of contractual obligations may be considered material if, following a written request from CSM to fulfill such obligation, the Buyer fails to do so within 15 (fifteen) days of its receipt. **10.2** CSM shall have the right to terminate the Contract in the event of the Buyer's liquidation, termination, insolvency, bankruptcy or admission to any insolvency proceedings, or in the event of a change of control affecting the Buyer. **10.3** In all cases of termination and withdrawal, CSM shall be entitled to payment for the activities carried out in execution of the Contract up to the date of termination of the Contract, in addition to compensation for damages (actual damages, including the cost of semi-finished products and raw materials that cannot be reused in CSM's ordinary production, and loss of profit), if due.

11. Processing of personal data.

11.1 Pursuant to and for the purposes of (EU) Regulation 2016/679 ("GDPR"), personal data acquired directly and/or through third parties by CSM will be processed in paper, computerized and telematic form for contractual and legal requirements, as well as to allow effective management of commercial relationships. Failure to provide data, where not mandatory, shall be evaluated from time to time by CSM and shall determine the consequent decisions related to the importance of the requested data with respect to the management of the commercial relationship. **11.2** The data may be disclosed, exclusively for the purposes indicated above and, consequently, processed only for said purposes by other parties, and in particular by: (i) network of agents; (ii) factoring companies; (iii) credit institutions; (iv) debt collection companies; (v) credit insurance companies; (vi) business information companies; (vii) professionals and consultants. For the same purposes, the data may be processed by the managers of the financial and commercial area of CSM. The Buyer may exercise all the rights referred to in the GDPR and in Article 7 of Legislative Decree no. 196/2003 (including the rights of access, rectification, updating, opposition to processing and cancellation).

12. Code of Ethics.

12.1 The Buyer declares to be aware of the rules and principles contained in the CSM Code

of Ethics, available on the web page <https://www.csmtube.com/ita/azienda/governance.html>, whose content and purpose shall be considered an integral part of each Contract, and to commit to behave in accordance with them. **12.2** Failure by the Buyer to comply with any of the provisions of the Code of Ethics constitutes a serious breach of contractual obligations and entitles CSM to terminate the Contract with immediate effect, by means of written communication, pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to compensation for damages. **12.3** CSM undertakes to report any cases of violation of the principles contained in all the aforementioned documents to the Ethics Manager at organismodivigilanza@csmtube.com.

13. Compliance with European Union and OFAC restrictive measures.

13.1 The Buyer represents and warrants that neither the Buyer nor, as well as, to the best of its knowledge, its directors, officers or employees, are or will be subject to sanctions issued by the authorities of the European Union or the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) or by any other competent authority, or in any case to any other similar sanctions imposed by any member state of the European Union (collectively, "Economic Sanctions") during the entire duration of the commercial and contractual relationship with CSM, and represents and warrants that neither the Buyer nor any of its directors, officers or employees are acting or will act on behalf of or for the benefit of natural or legal persons listed in any list of persons subject to Economic Sanctions ("Designated Subjects") (including, if Designated Subjects, their subsidiaries, joint ventures including the partners of such joint ventures or other natural or legal persons) or to circumvent in any way the sanctions issued against these entities by OFAC or the European Union. **13.2** The Buyer also declares to be aware of the prohibition imposed by the Economic Sanctions on the re-export to Russia and Belarus and/or the use in Russia and/or Belarus of certain categories of goods, and undertakes not to re-export to, and/or use in Russia or Belarus the Products supplied by CSM, where these are or should be included in the categories of goods affected by these prohibitions. In particular: (i) the Buyer undertakes not to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by CSM that fall within the scope of Article 12(g) (12-*octies* in the Italian version) of (EU) Regulation No. 833/2014 of the Council; (ii) the Buyer undertakes to do everything possible to ensure that the provisions of paragraph (i) above are not violated by third parties in the commercial chain, including any resellers; (iii) the Buyer undertakes to implement and maintain an adequate control mechanism to identify any behavior of third

parties in the commercial chain, including any resellers, that may jeopardize or violate the provisions of paragraph (i) above; (iv) any violation of paragraphs (i), (ii) or (iii) shall constitute a breach of a fundamental contractual obligation, and CSM shall have the right to avail itself of appropriate remedies, and to immediately withdraw from any order and/or terminate, pursuant to and for the purposes of Article 1456 of the Civil Code, and/or immediately terminate the commercial relationship with the Buyer, without incurring any liability, it being understood that in any case the Buyer shall indemnify and hold CSM harmless from all losses and damages in the event of a violation of the Economic Sanctions and/or the above representations, warranties and commitments. **13.3** The Buyer undertakes to immediately inform CSM of any intervening circumstance that may influence the above representations and warranties and/or have relevance under the Economic Sanctions and of any problem in the application of paragraphs (i), (ii) or (iii) above, including any relevant activities by third parties that could defeat the purpose of paragraph (i) above. **13.4** The Buyer shall provide CSM with the information relating to compliance with the obligations set forth in this Article 13 and in paragraphs (i), (ii) and (iii) above within two weeks of a simple request for such information.

14. Applicable law and jurisdiction.

14.1 These GCS and any related sales Contract concerning the Products are governed by Italian law with the express exclusion of the 1980 Vienna Convention on the International Sale of Goods ("CISG"). **14.2** Any dispute arising from and/or connected to the Contract shall be referred to the exclusive jurisdiction of the Court of Treviso - Italy. Notwithstanding the above, CSM shall have, at its discretion, the right to bring proceedings before the court where the Buyer has its registered office.

15. Language.

These GCS may be made available in Italian and English. In the event of any conflict between the Italian and English versions, the Italian version shall prevail.