

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

ANGELANTONI TEST TECHNOLOGIES S.r.l. — Rev. 2026

1. DEFINITIONS AND SCOPE

1.1 In these general purchase conditions (the “GPC”) the following terms have the meanings set out below:

“ATT” or “Buyer”: Angelantoni Test Technologies S.r.l., with registered office at Loc. Cimacolle no. 464, 06056 Massa Martana (PG), Italy, tax code/VAT no. and Umbria Companies Register no. 03216310544;

“Supplier”: the addressee of the Order;

“Order”: the purchase order issued by ATT, in any form (paper, electronic or through the supplier portal), including its attachments;

“Goods”: the products, materials, components, semi-finished items, machinery and equipment, software or other goods covered by the Order;

“Services”: the services covered by the Order, including processing, plant construction, installation, assembly, commissioning, maintenance, technical assistance, design, consultancy, transport, ICT services and any other activity;

“Supply”: the Goods and/or the Services covered by the Order, indistinctly;

“Contract”: the Order, these GPC, the technical specifications, the tender documents and the other documents referred to in the Order, taken together;

“Parties”: ATT and the Supplier.

1.2 These GPC apply to all Orders for Goods and/or Services issued by ATT and form an integral and essential part thereof. They apply indistinctly to the purchase of Goods, to the purchase of Services and to mixed supplies; provisions referring specifically to Goods or to Services apply to the corresponding part of the Supply.

1.3 The Supplier’s general conditions of sale, supply or works are expressly excluded, even if referred to in the Supplier’s quotation, order confirmation, invoice or other documents, and even if ATT has not expressly objected to them. Any derogation from, or condition additional to, the GPC and the Order is valid only if expressly agreed in writing between the Parties.

1.4 In the event of conflict between the contractual documents, the following order of precedence applies: (i) the Order and its specific attachments; (ii) any framework agreement or specific contract signed between the Parties; (iii) the technical specifications and tender documents; (iv) these GPC and their Appendices; (v) the Supplier’s quotation, to the extent not in conflict with the foregoing.

1.5 These GPC are published and available on ATT’s institutional website and are referred to in each Order. The Supplier declares that it has taken full notice of them.

2. FORMATION OF THE ORDER

2.1 The Order is concluded only upon express acceptance, to be sent by means of an order confirmation to purchase.att@angelantoni.com, or implied acceptance by the Supplier. Commencement of performance of the Supply constitutes, in particular, implied acceptance.

2.2 Acceptance of the Order entails full acceptance both of its express terms and of the content of the documents referred to therein, even if not physically attached. In case of doubt the Supplier shall contact the ATT function indicated in the Order before commencing performance.

2.3 Any order confirmation by the Supplier containing conditions differing from or additional to the Order does not bind ATT and has no effect, save for ATT’s express written acceptance.

2.4 In the absence of acceptance within 30 (thirty) days from the date of receipt of the Order, ATT may treat the Order as cancelled and turn to third parties, giving simultaneous notice to the Supplier, without the Supplier being entitled to anything on any ground.

2.5 Unless otherwise agreed in writing, the Order and/or its performance may not be assigned by the Supplier, not even in part.

3. GENERAL OBLIGATIONS OF THE SUPPLIER

3.1 The Supplier shall perform the Supply in a workmanlike manner, with the qualified professional diligence referred to in art. 1176, paragraph 2, of the Italian Civil Code, with its own means and personnel, with full organisational autonomy and at its own business risk, in compliance with the Contract and with all applicable legislation.

3.2 The Supplier warrants that it holds, and will maintain throughout the term of the Contract, all authorizations, qualifications, licences, registrations, certifications and insurance cover necessary for the performance of the Supply, and undertakes to provide evidence thereof at ATT's request.

3.3 The Supplier shall promptly inform ATT of any circumstance capable of affecting the correct and timely performance of the Supply, including corporate or control changes, insolvency proceedings, debarment measures and criticalities in its own supply chain.

3.4 The Supplier shall comply with Regulation (EC) 1907/2006 (REACH), Directive 2011/65/EU (RoHS), Regulation (EU) 2017/821 (conflict minerals) and any other applicable legislation on substances, materials and product conformity, providing the relevant declarations and safety data sheets on request.

4. DELIVERY OF THE GOODS, TRANSFER OF RISK AND TITLE

4.1 For the purposes of compliance with the delivery dates and of the transfer of risk and title, the Incoterms® 2020 trade term indicated in the Order from time to time shall govern. Failing such indication, DDP (place of destination indicated by ATT) applies.

4.2 Marking, packaging, labelling, identification, shipment and transport shall comply with ATT's instructions and with applicable legislation, including on dangerous goods. The Supplier is liable for damage arising from any delay, loss or damage caused by failure to comply with such instructions.

4.3 Each delivery shall be accompanied by a transport document stating the Order number, the ATT item code, the supplier code assigned by ATT, the destination warehouse, the quantities and, where applicable, the certificates of conformity, of testing and of analysis.

4.4 ATT is required to accept only the quantities ordered. Excess quantities not agreed in advance may, at ATT's sole discretion, be returned to the Supplier at its cost and risk within 30 (thirty) days.

4.5 The agreed delivery dates and delivery schedules are binding and of the essence pursuant to art. 1457 of the Italian Civil Code and, in relation thereto, neither late nor early delivery is permitted. ATT reserves the right to return supplies received before the agreed date, at the Supplier's cost and risk, or to charge the Supplier the storage costs. Payment for supplies received early will in any event be made in accordance with the agreed delivery schedules.

4.6 In the event of delay not due to force majeure, the Supplier shall promptly inform ATT of the reasons for the delay, indicating at the same time the new best delivery dates, without prejudice to the penalties under art. 10. If the delay is not notified with at least 20 (twenty) days' notice before the scheduled delivery date, the penalty applies at double the rate.

4.7 For production requirements ATT reserves the right, by way of derogation from clause 4.5, to request the Supplier, upon at least 20 (twenty) days' notice before the date indicated in the Order, to postpone delivery. It is understood that the suspension may not exceed 60 (sixty) days, after which the Parties shall negotiate any price adjustments relating to the costs of storing the goods at the Supplier's premises.

5. PERFORMANCE OF THE SERVICES

5.1 The Services shall be performed within the time, at the places and in accordance with the methods and service levels (SLA) indicated in the Order or in the tender documents. Unless otherwise stated, the performance deadlines are binding and of the essence.

5.2 The Supplier shall appoint a single contact person for the performance of the Services, vested with the necessary powers, and shall notify ATT of his or her contact details before activities begin. Any replacement of the contact person and of key personnel shall be notified to ATT in advance.

5.3 The Supplier warrants that the personnel employed hold the necessary qualifications, skills, certifications and training and are lawfully employed and paid. The Supplier's personnel remain under its exclusive direction, organization and responsibility; no employment relationship arises with ATT.

5.4 The Services are deemed accepted only upon a conformity check by ATT, to be carried out within 30 (thirty) days from notice of completion, with signature of the relevant acceptance or testing report.

5.5 Deliverables and results. Unless otherwise agreed in writing, all results, works, designs, drawings, reports, data, software and documentation produced by the Supplier in performance of the Order (the "Deliverables") are the exclusive property of ATT pursuant to art. 15.

5.6 For Services rendered on a continuing basis, ATT may request the replacement, with immediate effect and at no additional cost, of any of the Supplier's personnel who prove inadequate or negligent or who fail to comply with the safety, conduct or access rules in force at ATT's sites.

6. SITE ACCESS, OCCUPATIONAL SAFETY AND SUBCONTRACTING

6.1 The Supplier's personnel accessing ATT's sites/the sites of ATT's customers shall comply with the internal regulations and with the safety, environmental and access procedures, as well as with the instructions given by ATT/ATT customer personnel, and shall wear an identification badge pursuant to art. 26, paragraph 8, of Legislative Decree 81/2008.

6.2 Art. 26 of Legislative Decree 81/2008 applies to activities carried out within ATT's sites. The Supplier undertakes to: (i) provide documentation evidencing its technical and professional suitability; (ii) attend the cooperation and coordination meeting; (iii) sign the DUVRI (interference risk assessment document) prepared by ATT, where required, and comply with its requirements; (iv) state the safety costs not subject to discount; (v) draw up the Operational Safety Plan ("POS"). Title IV of Legislative Decree 81/2008 applies to temporary or mobile construction sites.

6.3 The Supplier is liable for the safety of its own workers and for damage caused by them, and shall indemnify ATT against any claim in this respect. The Supplier shall immediately notify ATT of any accident, incident or near miss occurring at ATT's sites.

6.4 The Supplier warrants compliance with labor, social security, welfare and social insurance legislation in respect of the personnel employed and undertakes to provide ATT, on request, with a valid DURC (social security compliance certificate) and any further evidence. ATT may suspend payments in the event of an irregular DURC, without this constituting a breach.

6.5 Subcontracting and sub-supply. The Supplier may not entrust the performance of the Supply, in whole or in part, to third parties without ATT's prior written consent. Where consent is given, the Supplier remains solely liable towards ATT and undertakes to pass on in full to its sub-suppliers the obligations under the Contract, including those under arts. 16, 18, 19 and Appendix A. The Supplier shall maintain and produce on request an up-to-date list of its critical sub-suppliers.

7. QUALITY, TESTING AND ACCEPTANCE

7.1 The Supplier declares that it has, and undertakes to maintain, a Quality Management System compliant with UNI EN ISO 9001 or otherwise consistent with ATT's quality standards and instructions, which it declares it knows. Any material change to the system, to the production process, to the materials or to the production site shall be notified to ATT in advance.

7.2 Mere delivery of the Goods or performance of the Services does not constitute acceptance. Acceptance occurs only after ATT's control functions have verified the actual quantitative and qualitative condition of the Supply and full compliance with all applicable requirements. Payment does not in any event constitute acceptance.

7.3 ATT may carry out, directly or through appointed third parties, inspections, quality audits and tests at the premises of the Supplier and of its sub-suppliers, upon at least 10 (ten) days' prior written notice, during normal working hours. The Supplier shall grant the necessary access and cooperation. Such checks neither reduce nor limit the Supplier's liability.

7.4 Where the Supply is not accepted upon testing or is otherwise affected by defects, faults or non-conformities, ATT shall have, at its option, one or more of the following remedies:

- a) have the non-conforming products reworked by the Supplier at its own cost, setting a deadline for the Supplier;
- b) carry out the repair itself or through its own end customer, charging the cost to the Supplier upon prior notice to it;
- c) request replacement or re-performance of the non-conforming products or of the entire lot to which they belong, stating the deadline within which the product must be replaced;
- d) reject the non-conforming products or the entire lot to which they belong, without requesting replacement;
- e) in the cases under letters a), b) and c), apply to the Supplier a penalty equal to 2% of the value of the non-conforming Supply for each full week of delay in remedying, up to a maximum of 10% of the value of the Order;
- f) in the case under letter d), apply to the Supplier a penalty equal to 10% of the value of the Order.

ATT's right to compensation for any greater damage actually suffered is reserved in all cases.

7.5 In the event of recurring or systematic non-conformities, ATT may require the Supplier to open a formal corrective action and, failing effectiveness within the deadline set, may suspend current Orders and/or terminate the Contract pursuant to art. 22.

7.6 The Supplier shall retain for at least 10 (ten) years, or for any longer period required by applicable law, the quality documentation, production records, lot traceability and certificates relating to the Supply, making them available to ATT on request.

8. ATT-OWNED EQUIPMENT AND MATERIALS

8.1 The equipment, moulds, models, samples, semi-finished items, materials and any other assets made available by ATT to the Supplier for the performance of the Order remain the exclusive property of ATT. The Supplier is liable for their loss, destruction or damage and to that end shall:

- a) record and mark them as ATT property, keeping them separate from its own assets;

- b) take out adequate insurance cover against fire, theft, vandalism, natural disasters, tampering and other insurable risks of loss or damage;
- c) keep and use them with the utmost care and carry out ordinary maintenance at its own expense;
- d) report to ATT with the utmost urgency any extraordinary repairs, replacements or refurbishments required, all decisions in this respect resting with ATT; the related costs are borne by ATT unless due to accidents, negligence or other causes attributable to the Supplier;
- e) not move them outside its own premises save within the limits authorized in advance in writing by ATT;
- f) allow ATT's representatives to check, during normal working hours, how they are stored and used and their state of wear;
- g) not transfer them to third parties on any ground, and not create over them any security interest, pledge, lien or right of retention;
- h) not use them, nor allow their use, other than for the performance of ATT's Orders, including after completion of the individual Supply, and in any event not produce or transfer to third parties, directly or indirectly, for use in production or as spare parts, any parts designed or produced on the basis thereof;
- i) comply with ATT's instructions as to their return, scrapping or storage, returning them in any event within 30 (thirty) days of request.

9. WARRANTY

9.1 The Supplier warrants that the Supply conforms to the Order, to the technical specifications, to the approved samples, to applicable legislation and to good workmanship practice, and is free from defects and faults of design (where within its remit), of material, of workmanship and of execution.

9.2 The warranty lasts 24 (twenty-four) months running, for Goods, from delivery determined on the basis of the trade term indicated in the Order and, for Services, from the date of the acceptance report. For Goods intended to be incorporated into ATT products, the warranty starts on the earlier of (i) incorporation or (ii) expiry of 12 (twelve) months from delivery and in any event covers at least the warranty period that ATT grants to its own end customer, where longer and notified to the Supplier in advance.

9.3 ATT shall notify defects within 60 (sixty) days of their discovery. The Parties agree that, by way of derogation from arts. 1495 and 1667 of the Italian Civil Code, the forfeiture and limitation periods run from discovery of the defect and, for latent defects, from the time they become apparent.

9.4 In the event of a defect or non-conformity notified under warranty, the Supplier shall, at ATT's option and at its own expense (including transport, dismantling, reassembly, travel and labour), repair or replace within the deadline indicated by ATT. In case of urgency or of the Supplier's inaction, ATT may act directly or through third parties, charging the costs to the Supplier.

9.5 On repaired or replaced parts the warranty runs afresh for the full period under clause 9.2 from the date of the intervention.

9.6 ATT's right to compensation for any greater damage is unaffected, including damage arising from recall campaigns, field corrective actions, production stoppages and end-customer claims.

10. LATE DELIVERY AND PENALTIES

10.1 Delays attributable to the Supplier entitle ATT, pursuant to art. 1382 of the Italian Civil Code, to apply a penalty equal to 2% of the value of the Supply not delivered or not performed for each full week of delay, up to a maximum of 10% of the value of the Order, without prejudice to the right to compensation for any greater damage. Penalties are applied by set-off against the amounts due to the Supplier, upon prior written notice.

10.2 Should the delay exceed 25 (twenty-five) working days, ATT — without prejudice to the penalty under clause 10.1 and to compensation for any greater damage — may at its option:

- a) treat the Order as automatically terminated, in whole or in part, it being sufficient that ATT gives written notice to the Supplier;
- b) procure the Supply elsewhere and at any time, including outside the cases provided for by art. 1516 of the Italian Civil Code, at the Supplier's risk and expense.

11. LIABILITY, INDEMNITY AND INSURANCE

11.1 The Supplier is liable for any direct damage caused to ATT, to its employees, to its property or to third parties in connection with the Supply or with the performance of the Contract.

11.2 Where ATT is sued or suffers prejudice on grounds of civil liability — including product liability under Directive (EU) 2024/2853 and the applicable national legislation — or of contractual liability, or is alleged to have breached legal

requirements (safety, environment, pollution, product conformity) as a consequence of defects, non-conformity or unreliability of the Supply, the Supplier shall hold ATT harmless and indemnified and compensate its damages. ATT shall inform the Supplier as soon as it becomes aware of the claim or of the third-party proceedings based on the Supply.

11.3 The Supplier shall maintain, throughout the term of the Contract and for the following 24 (twenty-four) months, adequate third-party liability (RCT), employer's liability (RCO) and product liability insurance policies, with limits appropriate to the nature and value of the Supply and in any event not lower than those indicated in the Order, if any. Copies of the policies and evidence of premium payment shall be produced to ATT on request.

11.4 Insurance cover does not limit the Supplier's liability, which extends also to the portion of damage exceeding the policy limits or not indemnified.

12. FORCE MAJEURE

12.1 Force majeure means any extraordinary and unforeseeable event beyond the reasonable control of the Party invoking it and not foreseeable at the date of the Order, such as natural disasters, fires, epidemics and pandemics declared by the competent authorities, wars, acts of terrorism, binding measures of authorities, embargoes. A strike is considered force majeure only where it is general, of national, regional or provincial scope, and has directly affected the Supplier.

12.2 The following do not in any event constitute force majeure: delays or defaults of the Supplier's sub-suppliers and subcontractors; difficulties in sourcing raw materials, components or labor; cost increases; breakdowns of the Supplier's plant; IT incidents attributable to shortcomings in the Supplier's security measures; financial difficulties.

12.3 In the event of force majeure the delivery dates are extended and the new date is set by mutual agreement, provided that the Supplier has immediately informed ATT in writing of the occurrence of the circumstance and has taken all measures suitable to limit its effects. Force majeure may not be invoked if it arises after expiry of the agreed delivery date.

12.4 Should the force majeure event cause a delay exceeding 3 (three) months, or a shorter delay that is nevertheless incompatible with ATT's production requirements, ATT shall be entitled to terminate the Order, in whole or in part, at any time, by simple written notice to the Supplier, without any cost or indemnity whatsoever.

13. PRICES

13.1 The prices stated in the Order are fixed and unchangeable and are deemed to include all ancillary charges (packaging, marking, documentation, certifications, safety costs, license fees), save as otherwise and specifically agreed in writing. Variations based on subsequent cost increases are excluded.

13.2 Any price increases due to design changes shall be notified by the Supplier in advance and are valid and binding on ATT only if accepted in advance in writing.

13.3 The Supplier is in no event entitled to price revisions for cost increases arising from force majeure events. The Parties expressly exclude the application of arts. 1467 and 1664 of the Italian Civil Code as against the Supplier.

13.4 Changes to the Order. ATT may request in writing, at any time, reasonable changes to the Supply (quantities, specifications, time, places). The Supplier shall notify within 10 (ten) days the effects of the change on prices and delivery times, both being subject to ATT's acceptance; failing such notification, the request for change is deemed accepted by the Supplier without variations. The Supplier shall not suspend performance pending determination of the economic effects.

14. INVOICING AND PAYMENTS

14.1 ATT shall pay in the manner and on the dates agreed, subject to: (i) a positive outcome of the acceptance checks under art. 7; (ii) receipt of a proper invoice, issued in accordance with applicable law and stating the Order number and the references of the delivery or of the acceptance report. Invoices lacking such references may be rejected or payment thereof suspended.

14.2 Payment methods and terms are set out in each Order. Failing any different indication, payment is made 60 (sixty) days from invoice date, end of month, within the limits permitted by Legislative Decree 231/2002 as amended.

14.3 The receivable arising from the Supply may not be assigned, delegated, mandated for collection or otherwise transferred to third parties, save with ATT's prior written consent.

14.4 ATT is entitled to suspend payments or to set off its own claims — including claims that are not liquidated and due, and including penalties, charge-backs and damages — against amounts owed to the Supplier on any ground, including in relation to other Orders or dealings between the Parties.

15. INDUSTRIAL AND INTELLECTUAL PROPERTY

15.1 Technical information. The drawings, tender documents, standards, tables, technical documentation, models, samples and specific equipment that ATT makes available to the Supplier — including anything produced by the Supplier on the basis thereof and sold to ATT — remain the exclusive property of ATT and may be used solely for the

performance of the Order. Upon termination of the relationship the Supplier shall return to ATT all information and materials received and destroy any copies, confirming this in writing.

15.2 Save for the performance of the Order, the Supplier may not copy, reproduce, transmit to third parties or allow their use by third parties without ATT's written authorization and shall in any event keep them confidential pursuant to art. 16. The Supplier acknowledges as unlawful, outside the Supply, the manufacture and sale of products made on the basis of ATT drawings, models or samples, whether for production or as spare parts of any kind or for any other use, with or without reference to ATT's name, trade marks or distinctive signs.

15.3 Prohibition on parallel production. The Supplier undertakes not to produce or have produced and/or supply to third parties, on any ground, directly or indirectly, for use in production or as spare parts, the products specifically made for ATT and supplied to it, for the entire term of the supply relationship and for 5 (five) years from performance of the last Order.

15.4 Pre-existing rights. The Supplier shall inform ATT whether it owns or licenses industrial property rights relating to the design and/or technology of the Supply, providing all information necessary to identify them. The Supplier grants ATT a non-exclusive, irrevocable, royalty-free, transferable and worldwide license over its pre-existing rights, to the extent necessary for the use, maintenance, repair and resale of the Supply and of the products incorporating it.

15.5 Non-infringement of third-party rights. The Supplier warrants that the Supply does not infringe third-party industrial or intellectual property rights and assumes the burden and costs of settling any dispute brought by third parties in this respect, fully indemnifying ATT and its customers. The Supplier is released from such liability only as regards the part of the design and/or technology supplied by ATT, for which ATT assumes responsibility.

15.6 Results and inventions. Should the Supplier, in connection with research, design, testing or development activities carried out in relation to an ATT Order, make inventions, whether patentable or not, it shall inform ATT and, on request, make available all documentation and information necessary or useful for their industrial implementation. In relation to such inventions and the related industrial property titles, ATT is automatically granted a royalty-free licence to manufacture (directly or through third parties), sell and use in Italy and abroad, for use on ATT products.

15.7 Where the research, design, testing or development activity is carried out by the Supplier under a specific paid engagement from ATT, the Deliverables, the inventions, the related industrial property titles, the drawings, the software and technical results in general are the exclusive property of ATT from the moment of their creation. The Supplier, which is deemed fully compensated by the agreed consideration, undertakes to perform every act necessary to perfect the transfer and to have its employees and collaborators sign the necessary declarations.

15.8 The Supplier may not use the name, trade marks, logos or distinctive signs of ATT or of the Angelantoni Group, nor mention the supply relationship for advertising or promotional purposes, without ATT's prior written consent.

16. CONFIDENTIALITY

16.1 The Supplier shall keep strictly confidential all technical, commercial, industrial, financial and organizational information of ATT and of the Angelantoni Group of which it becomes aware in connection with or in performance of the Contract, including trade secrets within the meaning of arts. 98–99 of Legislative Decree 30/2005 and of Directive (EU) 2016/943, and shall not use it for purposes other than performance of the Order.

16.2 The confidentiality obligation lasts 5 (five) years from performance of the last Order and indefinitely for information retaining trade secret status.

16.3 ATT may require the signature of a separate non-disclosure agreement (NDA), including by the Supplier's personnel engaged in the supply activities, whose provisions prevail over this article in the event of conflict.

16.4 The Supplier may not upload, enter, process or transmit ATT's confidential information through generative artificial intelligence tools, large language models or other platforms that use input data to train their own models, without ATT's prior written consent.

17. PERSONAL DATA PROTECTION

17.1 The Parties shall process personal data in compliance with Regulation (EU) 2016/679 (GDPR) and with Legislative Decree 196/2003 as amended by Legislative Decree 101/2018.

17.2 The personal data of the Parties' contact persons are processed by each Party as an independent controller, solely and for the time necessary for the fulfilments relating to the Contract and to legal obligations. The privacy notice under art. 13 GDPR is made available by ATT on its institutional website.

17.3 Where performance of the Supply involves the processing of personal data on ATT's behalf, the Supplier is appointed as processor and the Parties shall sign, before activities begin, an agreement under art. 28 GDPR. The Supplier shall not engage sub-processors without ATT's written authorization and shall not transfer personal data outside the European Economic Area save where adequate safeguards under arts. 44–49 GDPR are in place.

17.4 The Supplier shall notify ATT of any personal data breach without undue delay and in any event within 24 (twenty-four) hours of becoming aware of it, providing all information necessary to enable ATT to comply with arts. 33 and 34 GDPR.

18. CODE OF ETHICS, 231 MODEL AND ANTI-BRIBERY

18.1 The Supplier undertakes to observe, in addition to the laws and regulations in force, the rules of conduct contained in ATT's Organization, Management and Control Model ("MOGC") and Code of Ethics, adopted pursuant to Legislative Decree 231/2001 as amended. The MOGC and the Code of Ethics are available on ATT's institutional website and the Supplier declares that it has taken full notice of them.

18.2 The Supplier declares and warrants that it has not engaged in, and undertakes not to engage in, directly or through third parties, any conduct constituting bribery, extortion, undue inducement, trading in influence, money laundering, self-laundering or any other predicate offence under Legislative Decree 231/2001, including in ATT's interest or to its advantage.

18.3 The Supplier warrants compliance with anti-money-laundering legislation (Legislative Decree 231/2007), with international restrictive measures and with legislation against undeclared work, and declares that its ownership structure and beneficial owner are not connected with persons designated on sanctions lists.

18.4 The Supplier shall respect human rights and the fundamental rights of workers along its value chain, with an absolute prohibition on child labor, forced labor, discrimination and exploitation, consistently with the ILO fundamental Conventions, the UN Guiding Principles on Business and Human Rights and the principles of Directive (EU) 2024/1760 (CSDDD), as amended by Directive (EU) 2026/470.

18.5 The Supplier shall act in compliance with applicable environmental legislation and undertakes to cooperate with ATT in gathering the data needed for the sustainability reporting obligations incumbent on ATT or on the Angelantoni Group.

18.6 The Supplier acknowledges the existence of the whistleblowing channels established by ATT under Legislative Decree 24/2023, accessible also to suppliers and their collaborators, and shall inform its personnel engaged in the Supply of them, ensuring the absence of retaliation.

18.7 Breach of even one of the provisions of this article entitles ATT to terminate the Contract automatically and with immediate effect pursuant to art. 1456 of the Italian Civil Code, by written notice to the Supplier, without prejudice to compensation for damages.

19. EXPORT CONTROL, DUAL USE AND SANCTIONS

19.1 The Supplier shall comply with all applicable export control and international sanctions laws and regulations, including Regulation (EU) 2021/821 (dual use), Legislative Decree 221/2017, the restrictive measures of the European Union and of the United Nations, as well as — where applicable — the US EAR (15 C.F.R. Parts 730–774) and ITAR (22 C.F.R. Parts 120–130) regulations.

19.2 The Supplier shall inform ATT, before delivery and in any event on request, of: (i) the customs classification (TARIC code) and the non-preferential and, where applicable, preferential origin of the Goods; (ii) any dual-use classification of the Goods, software and technology (control number under Annex I to Reg. (EU) 2021/821 or US ECCN) and the presence of controlled US-origin content; (iii) any applicable authorization, license or restriction. ATT shall provide, at the Supplier's request, the end-use declarations (End User Certificate) required for the purposes of the relevant authorizations.

19.3 The Supplier shall promptly inform ATT of any change in classification or in legislation capable of affecting the performance or the re-exportability of the Supply.

19.4 The Supplier warrants that neither it nor its beneficial owners, directors or sub-suppliers are persons designated on sanctions lists of the European Union, the United Nations, the United Kingdom or the United States of America (including the OFAC/SDN lists), and undertakes to inform ATT immediately of any change.

19.5 The Supplier shall indemnify ATT against any adverse consequence arising from breach of this article. ATT may suspend performance or terminate the Contract pursuant to art. 1456 of the Italian Civil Code where performance proves prohibited or otherwise incompatible with applicable export control and sanctions legislation, at no cost to ATT.

20. PRODUCT CONFORMITY AND CE MARKING

20.1 The Supplier warrants that the Goods comply with all applicable European Union directives and regulations and with the national implementing legislation, and that they bear, where required, the CE marking and the EU declaration of conformity, which is delivered to ATT together with the Supply.

20.2 With reference to machinery, partly completed machinery and related safety components, the Supplier warrants conformity with Directive 2006/42/EC and, from 20 January 2027, with Regulation (EU) 2023/1230, providing the

declaration of conformity or of incorporation, the instructions for use and the technical file or relevant documentation. The Supplier undertakes to adapt its documentation and products promptly to the new regulatory framework and to inform ATT of the progress made.

20.3 Where the Goods incorporate digital elements, the Supplier undertakes to comply with the requirements of Regulation (EU) 2024/2847 (Cyber Resilience Act) in accordance with its application timeline, providing on request the software bill of materials (SBOM) and information on vulnerability handling and on the support period.

20.4 The Supplier shall inform ATT without delay of any information concerning risks, non-conformities, recalls or measures of supervisory authorities affecting the Goods supplied or equivalent products.

20.5 Continuity of supply and spare parts. The Supplier warrants the availability of the Goods and of the related spare parts for at least 10 (ten) years from the last delivery. In the event of discontinuation of production (obsolescence), the Supplier shall give ATT written notice at least 12 (twelve) months in advance, allowing ATT a last time buy on terms no less favorable.

21. INFORMATION SECURITY AND CYBERSECURITY (NIS2)

21.1 The Supplier undertakes to comply with the network and information system security obligations under Directive (EU) 2022/2555 (NIS2) and Legislative Decree no. 138 of 4 September 2024, to the extent applicable, and to adopt technical and organizational measures proportionate to the risk.

21.2 For supplies concerning ICT services, systems or products — including, by way of example and without limitation, hardware, software (including free and open source software), managed and security services, whether rendered by way of maintenance, subcontracting or consultancy — and for any other supply involving access to ATT's information systems or data, the clauses set out in Appendix A to these GPC apply in full; Appendix A forms an integral and essential part hereof and is signed separately by the Supplier.

21.3 In the event of conflict between this article and Appendix A, Appendix A prevails.

22. EXPRESS TERMINATION AND WITHDRAWAL

22.1 ATT may treat the Contract as automatically terminated pursuant to art. 1456 of the Italian Civil Code, by written notice to the Supplier, where:

- (i) the Supplier is in breach of the terms of the Order and does not take the action necessary to remedy within 15 (fifteen) days of written notice, or does not diligently pursue the action undertaken;
- (ii) a competent authority has commenced an action or proceeding for the winding-up of the Supplier or for the interruption or suspension of its operating activities, or the Supplier resolves upon voluntary liquidation;
- (iii) the Supplier is declared insolvent, is subjected to judicial liquidation or to any other crisis and insolvency procedure under Legislative Decree 14/2019, makes general assignments of assets for the benefit of creditors or admits in writing its inability to pay its debts as they fall due;
- (iv) the Supplier is subjected to preventive measures, anti-mafia debarment or disqualifying sanctions under Legislative Decree 231/2001;
- (v) there is a change of control of the Supplier not notified to ATT in advance, or the Supplier comes under the control of a competitor of ATT or of a person designated on sanctions lists;
- (vi) the circumstances under arts. 6.5, 7.5, 10.2, 12.4, 15.3, 16, 18.7, 19.5 and Appendix A occur.

22.2 In every case of termination, the Supplier shall immediately cease performance of the Supply for the cancelled part, taking all necessary action with its sub-suppliers, and shall diligently continue performance of the part not cancelled.

22.3 Without prejudice to any other right, in the event of termination ATT is entitled to:

- (i) take possession, in whole or in part, of the Supply covered by the terminated Order, whatever its stage of completion, and use it to have the missing part completed by third parties;
- (ii) commission from third parties the supply of products or services equivalent to the missing part;
- (iii) charge the Supplier all additional works and costs incurred in obtaining the Supply, over and above the price set in the Order.

22.4 The following applies to the part of the Supply already performed: (i) the terms of the Order remain valid so far as applicable to the part of which ATT has taken possession under clause 22.3(i); (ii) an appropriate price reduction, consequent on the reduction of the scope of the Supply, is determined on the basis of the price components or unit prices stated in the Order, where provided, or otherwise negotiated between the Parties; (iii) ATT is entitled to withhold from sums due or becoming due to the Supplier an amount reasonably sufficient to secure recovery of the sums chargeable to the Supplier.

22.5 No dispute between the Parties concerning the termination or arising from it releases the Supplier from the obligation to make available to ATT the part of the Supply covered by the terminated Order, or such part of it as ATT requests under clause 22.3(i).

22.6 Withdrawal. ATT may withdraw from the Order at any time, in whole or in part, by written notice with 15 (fifteen) days' notice. In that case the Supplier is entitled to the consideration for the part of the Supply duly performed and accepted as at the effective date of withdrawal, together with reimbursement of documented direct costs already incurred for the unperformed part and not otherwise recoverable, to the exclusion of any further indemnity, loss of profit or claim on any ground.

23. GENERAL PROVISIONS

23.1 Forbearance. Any forbearance by ATT in respect of the Supplier's conduct departing from the terms of the Contract does not constitute a waiver of the rights arising from the provisions breached nor of the right to require exact performance.

23.2 Partial invalidity. The invalidity or ineffectiveness of any single clause does not entail the invalidity of the remaining provisions, which remain fully effective.

23.3 Notices. Formal communications shall be made in writing by certified e-mail (ATT: att@legalmail.it) or by registered letter with return receipt to the addresses indicated in the Order.

23.4 Survival. The provisions of arts. 9, 11, 15, 16, 17, 18, 19 and of Appendix A survive termination of the Contract on any ground.

23.5 Amendments. These GPC may be updated by ATT; the applicable version is the one in force and referred to at the date of the Order.

23.6 Group. ATT may assign the Contract or the rights arising from it to other companies of the Angelantoni Group or in the context of extraordinary transactions, giving notice to the Supplier.

24. GOVERNING LAW AND JURISDICTION

24.1 The Contract is governed by Italian law, to the exclusion of private international law and renvoi rules and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

24.2 For any dispute arising from the Contract, including disputes relating to payment terms, the Parties shall first submit to an attempt at mediation before the Mediation Body of the Chamber of Commerce of Perugia, in accordance with its rules. The attempt is in any event deemed to have been made 60 (sixty) days after filing of the application.

24.3 Should the mediation attempt not be successful, the Courts of Perugia shall have exclusive jurisdiction over any dispute. ATT reserves the right, as an alternative, to sue the Supplier before the court of the place where the Supplier has its registered office or before any other court provided for by law.

24.4 Language. These GPC have been drafted in Italian and translated into English for the Supplier's convenience. In the event of any discrepancy between the two versions, the Italian version prevails.

SPECIFIC APPROVAL OF CLAUSES

Pursuant to and for the purposes of arts. 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read and specifically approves the following clauses of these General Purchase Conditions:

art. 1.3 (exclusion of the Supplier's conditions); art. 2.4 (cancellation of the Order); art. 2.5 (prohibition on assignment of the contract); art. 4.5 (delivery dates of the essence); art. 6.5 (prohibition on subcontracting); art. 7.4 (ATT's remedies for non-conformity and penalties); art. 9.3 (derogation from the forfeiture and limitation periods); art. 10 (delay penalties and termination); art. 11.2 (indemnity); art. 12.2 (exclusions from force majeure); art. 12.4 (termination for prolonged force majeure); art. 13.3 (exclusion of arts. 1467 and 1664 of the Italian Civil Code); art. 14.3 (prohibition on assignment of receivables); art. 14.4 (suspension of payments and set-off); art. 15 (industrial and intellectual property); art. 18.7, art. 19.5, **art. 21 and Appendix A (information security and cybersecurity NIS2)**; art. 22 (express termination clauses and withdrawal); art. 24.3 (exclusive jurisdiction).

Place and date _____

THE SUPPLIER (stamp and signature of the legal representative) _____

APPENDIX A

INFORMATION SECURITY AND RESILIENCE CLAUSES (NIS2)

This document sets out the additional clauses applicable to the supply of goods and/or services to ANGELANTONI TEST TECHNOLOGIES S.r.l. (hereinafter ATT or the Buyer) in accordance with the national and European Union legislation in force on information security and resilience, with particular reference to Directive (EU) 2022/2555 (NIS2) and to Legislative Decree no. 138 of 4 September 2024.

These clauses apply to all types of supply contract concerning ICT services, systems or products, including, by way of example and without limitation, hardware, software — including free and open source software — as well as managed services, including security services, whether rendered by way of maintenance, subcontracting or consultancy.

The Supplier is asked to review and sign the clauses described below, with specific approval pursuant to arts. 1341 and 1342 of the Italian Civil Code for those indicated.

A.1 Technical and organizational security obligations of the Supplier

A.1.1 The Supplier undertakes to comply with all applicable provisions on the security of network and information systems, including Directive (EU) 2022/2555 (NIS2) and the related national implementing rules, in particular Legislative Decree 138/2024.

A.1.2 All information, data and documents shared in the course of the contractual relationship shall be treated confidentially and protected against unauthorized access. The Supplier undertakes to such confidentiality by signing a specific NDA (Non Disclosure Agreement), which ATT may require to be signed also by the personnel engaged in the supply activities.

A.1.3 The Supplier undertakes to provide ongoing awareness-raising and training to its employees assigned to the supply of the services.

A.1.4 In particular, the Supplier shall ensure, through its personnel assigned to activities with ATT, that the rules laid down by the Buyer — which will be the subject of specific initial training — are followed as regards the management of access to the Buyer's IT services, including through equipment provided on loan. Access to network services is granted on a personal basis and exclusively for reasons and purposes connected with the work activities of the holder of the User ID. It is not permitted to transfer to third parties, even temporarily, the "working session" or the information needed to activate one (User ID + Password).

A.1.5 Authorized users must not:

- a) disclose their password to third parties;
- b) write the password in easily accessible places, or near the workstation;
- c) disseminate or improperly hold passwords;
- d) breach the security of archives and computers;
- e) leave active sessions unattended;
- f) use other users' working sessions.

A.1.6 The Supplier shall notify the Buyer immediately, and in any event without undue delay and no later than 24 (twenty-four) hours from becoming aware of it, of any security incident capable of affecting the services supplied, communicating as soon as possible:

- a) a description of the incident and the date of detection;
- b) any corrective measures adopted or planned;
- c) any assessment of the impact on the Buyer's services.

The Supplier shall also provide any further information and cooperation necessary to enable the Buyer to comply, where applicable, with the pre-notification, notification and reporting obligations laid down by art. 25 of Legislative Decree 138/2024 towards ACN and CSIRT Italia.

A.1.7 The Supplier undertakes to destroy or return the data at the end of the contract, in accordance with the Buyer's instructions.

A.1.8 The Supplier undertakes to review its security measures periodically and to update them in line with developments in cyber threats and with the recommendations of ENISA or of the competent national authority.

A.1.9 The Supplier undertakes to appoint an information security contact person responsible for coordination with the Buyer.

A.2 Sub-suppliers

A.2.1 The Supplier may not delegate the performance of critical activities to sub-suppliers without the Buyer's prior written authorization. Where approval is given, the Supplier shall pass on in full to its sub-suppliers the security obligations laid down in this contract.

A.2.2 The Supplier shall maintain an up-to-date list of its critical sub-suppliers and warrants that it monitors their compliance with security policies. It shall promptly inform the Buyer of any changes to the supply chain capable of affecting the security of the services.

A.3 Rights of the Buyer

A.3.1 The Buyer is entitled to carry out, directly or through third parties appointed by it, periodic or extraordinary security audits at the Supplier's premises, upon at least 10 (ten) days' prior written notice.

A.3.2 The Supplier undertakes to provide access to all relevant documentation, security logs and internal policies.

A.4 Liability and termination

A.4.1 The Supplier is liable for any damage arising from breaches of the security measures or from failure to comply with the obligations laid down herein.

A.4.2 The Buyer may terminate the contract with immediate effect, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, in the event of breach of the obligations under points A.1.1, A.1.2, A.1.6, A.2.1, A.2.2 and A.3.1, or in the event of serious or repeated breaches of the security provisions, without prejudice to compensation for damages.

Pursuant to and for the purposes of arts. 1341 and 1342 of the Italian Civil Code, the Supplier specifically approves the clauses under points A.1.6 (notification deadlines), A.2.1 (prohibition on sub-supply), A.3.1 (audit rights) and A.4 (liability and express termination).

Place and date _____

THE SUPPLIER (stamp and signature of the legal representative) _____