

GENERAL SALES CONDITIONS OF SERVICES

1 General

- 1.1 These General Conditions of Sale (the "**General Conditions of Sale**" or "**General Conditions**") govern all supplies of Services, including for example Testing and Inspection services, Checks and Technical Assessments (jointly the "Services") carried out by SINT TECHNOLOGY S.R.L. (the "**Company**" or "**SINT Technology**") to third parties (the "**Customers**"). The Customer's signing of the General Terms and Conditions of Sale constitutes acceptance of the provisions contained therein with respect to all supply orders (the "**Supply Orders**") that will be submitted to the Company by the Customer.
- 1.2 In order to be binding towards the Company, all Supply Orders relating to the Services must be in writing and indicate the identification elements of the Services ordered, the quantities required and any other element suitable to define the Supply Order. It is understood that by submitting the Supply Order, the Customer confirms that it knows and accepts these General Conditions of Sale.
- 1.3 All Orders for the Supply of Services by the Company are governed by these General Conditions of Sale and by the other specific conditions contained in the order confirmation issued by the same (the "**Order Confirmation**"). Any exceptions or additional conditions to these General Conditions of Sale will be valid only if agreed in writing. In the event of a conflict between the provisions contained in the Company's Order Confirmation and those contained in these General Conditions of Sale, the former shall prevail over the latter.
- 1.4 These General Conditions of Sale have been prepared assuming that the Customer is not a consumer: if, on the other hand, the Customer should be a consumer pursuant to art. 3, legislative decree 06.09.2005 n. 206 (Consumer Code), the provisions of art. 128 and following of the Consumer Code and any incompatible provisions of these General Conditions of Sale must be understood as not applicable.

2 Offers, documentation, health & safety and technical specifications

- 2.1 Unless otherwise foreseen and/or agreed in writing, the Company's offers (the "**Offers**") are subject to change and are not binding. The relative contract will be considered finalized only after the Customer has accepted the Offer and the Company has sent the Customer the Order Confirmation or in the event that the Company executes the services requested by the Customer. It is expressly understood that, should the Customer accept the Company's Offer by including its own purchase conditions, the conditions expressly set forth in the Company's Order Confirmation shall prevail in the relationship between the parties. Any changes to the contract will be effective only if made in writing and any exceptions to this effect must also be made in writing. Any agreements or commitments of any kind made by collaborators, employees or auxiliaries of the Company will be binding only if confirmed in writing by persons in charge of the Company with the necessary powers.
- 2.2 If the Company's Offer is, by express declaration of the same, binding, the contract will be finalized with the Company's knowledge of the acceptance of the Offer. The commercial officials of the Company do not have the power to finalize supplementary agreements or assume commitments that exceed or modify what is foreseen in the Supply Order.

3 Performance of the contract

- 3.1 SINT Technology undertakes to supply only the Services expressly provided for in the contract, in compliance with generally accepted and recognized technical standards. In no case the Company will be responsible for the adequacy of laws, directives, rules, regulations and practices applicable to the contract.
- 3.2 Once the contract has been stipulated, the Customer will provide to the Company all the required documentation such as, by way of example, drawings, technical documents, diagrams, plans, calculations and certifications. The Customer will carry out the necessary preparatory activities before starting the works, in particular by making the premises, areas and materials subject to testing, inspection or certification accessible. The Customer undertakes to make all reasonable efforts to promptly provide the requested documents or authorizations. Failing that, and upon notification by the Company with an indication of a deadline within which the Customer must fulfil, the contract will be deemed automatically terminated pursuant to art. 1456 of Italian Civil Code and the Company will have the right to request compensation for damages in an amount at least equal to that of the consideration contractually agreed and without prejudice to the greater damage.
- 3.3 SINT Technology has no obligation to ascertain the accuracy and truthfulness of the documents provided for the provision of services nor the accuracy of the verbal statements provided by the Client or its employees. The accuracy, truthfulness of such documents or statements by the Client is presumed.
- 3.4 SINT Technology will have the right to make copies of documents provided by the Customer for the purpose of providing the services or, during the relationship, to store and save them in its electronic archives. Pursuant to art. 9 of these General Conditions, the Customer gives his express consent to this data processing.
- 3.5 Any assistance requested and/or necessary for the execution of the requested service will be provided to SINT Technology by the Customer or by a third party in the name and on behalf of the Customer and by the person in charge. The Customer undertakes to make every reasonable effort to provide the assistance requested and/or necessary for the provision of the Services. In providing this assistance, the Customer will comply with the applicable laws, including and in particular those envisaged regarding the health and safety of workers in the workplace.
- 3.6 The Customer also authorizes the possible participation, as observer, of personnel appointed by accreditation bodies, certification bodies and/or auditors in order to certify the conformity of the activities carried out by the Company in execution of the contract.
- 3.7 Once the results of the tests, inspections and certifications and the related results have been communicated to the Client, the Company will have no obligation to cause the Client to comply with them or to establish further performance.

4 Delivery Times/Delays

- 4.1 The delivery terms foreseen in the contract are based on an estimate of the necessary services and are established on the basis of the information provided by the Customer. The delivery terms will be considered essential only if this is expressly agreed in writing in the contract between SINT Technology and the Customer. Except for the aforementioned hypothesis, in no case will delays entitle the

Customer to request indemnity or compensation of any kind.

- 4.2 The expiry of the terms deemed essential will take place only when all the terms and conditions necessary for the execution of the contract are fully agreed or satisfied. The terms will cease to be essential if the Customer fails to comply with the provisions of the General Conditions and, in particular, with those referred to in articles 3.2, 3.3, 3.5, 5.2 and 5.5.
- 4.3 In the event that the execution of the contract by the Company is delayed or prevented due to force majeure (such as, by way of example but not limited to, operational interruptions, strikes, transport impediments, measures of public authorities, etc.) the Company will have the right – without prejudice to the exclusion of guarantees, the inapplicability of the rules on cancellation of the contract due to error or fault or those on compensation for damages – either to withdraw from the contract or to extend the deadline for execution or completion of the services for a reasonable period of time. The foregoing provisions will also apply in the event that the Company is possibly already in default of its obligations at the time the force majeure occurs and the Client has already requested the Company to remedy its breach within a certain period. SINT Technology will communicate the event of force majeure to the Customer in good time. In the event of withdrawal by the Company, the Customer will be required to pay the fee for the Services rendered in favor of him up to the date of withdrawal.

5 Payments

- 5.1 The fees for the Services will be charged in accordance with the provisions of the Offers or price lists valid at the time of conclusion of the contract. In the event that the provision of the Services extends for a period exceeding one year or if the Services are provided on a continuous basis, the relative fee will be charged on the basis of the tariffs in force at the time the Services are provided.
- 5.2 If the Company provides the Services for a period of time exceeding 4 weeks, the Company will have the right to issue monthly invoices for partial payment of the fee for the Services. The partial and/or total payment of the invoices must be made promptly at the time the invoice is issued or in any other term indicated by the invoice itself, without the Client's right to make compensations or deductions. The Customer will take care to indicate his personal data and the number of the paid invoice.
- 5.3 Any complaints relating to the invoice submitted must be communicated in writing by the Customer to the Company, under penalty of forfeiture, within two weeks from the date of receipt of the invoice and must be detailed and circumstantial. After this term, the invoice will in any case be considered accepted without objection.
- 5.4 Under no circumstances may the Client offset any claims he may have against the Company, unless the Company has expressly authorized him to do so in writing.
- 5.5 Non-payment or delay in payment of even a single invoice by the Customer which lasts for more than 7 days will result in the forfeiture of the Customer from the benefit of the term. In this case, SINT Technology will have the right to suspend the execution of the Services until the credit has been collected, as well as to request, at its own discretion: i) the exact performance of the contract and the payment of default interests pursuant to Article 5 of Legislative Decree No. 231/2002, as subsequently amended, for each day of delay, without prejudice, in any event, to the Company's right to compensation for further damages, or ii) the immediate termination of the contract pursuant to Article 1456 of the Civil Code by means of a simple written declaration stating that it avails itself of this right, and the payment of default interests pursuant to Article 5 of Legislative Decree No. 231/2002, as subsequently amended, for each day of delay, without prejudice in any event to the Company's right to compensation for further damages.
- 5.6 The Customer will reimburse the Company for the expenses and costs incurred, for the recovery of the credit, including legal fees and lawyers' fees, extrajudicial expenses, any costs incurred for the assignment possibly conferred to a debt collection agency.

6 Warranty

- 6.1 Without prejudice to the application of the provisions of the Consumer Code for the sole case in which the Customer possibly falls within the definition of "consumer", the Customer - at the end of the services rendered by the Company in execution of the contract - must verify the services without delay made by the Company and promptly report in writing, no later than 8 days from receipt of the test report or other similar document, any defect found or verifiable, without this implying the Company assuming or accepting any responsibility. Any hidden faults or defects must be detailed and reported in writing to SINT Technology without delay, in any case subject to forfeiture within 8 days of discovery. The reporting of defects will not entitle the Customer to withhold the amounts already invoiced in whole or in part by the Company. Failure by the Customer to notify claims under this Article within the aforementioned time limit shall be deemed acceptance without reserve of the Services.
- 6.2 If the Customer activates the guarantee provided for by these General Conditions, SINT Technology will have the unquestionable right to either modify the Service rendered or to make a new one to replace the previous one, remaining expressly excluded any other different type of guarantee. SINT Technology will have the right to make an adequate number of attempts, in any case not less than two, in order to modify the Service or provide a new one as a replacement.
- 6.3 If attempts to modify the Service or to provide replacement Services are unsuccessful within a reasonable period of time, or if the modification or provision of replacement Services is not economically viable in the sole judgment of the Company, the Client will right to a modification of the contractual conditions or to a reduction of the consideration. A contractual modification requested on the basis of defects that cannot be ascertained or cannot be remedied is to be considered excluded. In this case, an appropriate price reduction will be made.
- 6.4 The Customer's warranty requests - even for so-called intellectual work services - cannot be activated after one year from the completion of the Services performed by the Company. The warranty period will not be extended or interrupted by modifications or attempts to modify the Services rendered, even if such modifications or modification attempts are made after the expiry of the guarantee term provided for in these General Conditions of Sale.
- 6.5 Any other form of guarantee in favor of the Customer or his right to bring claims for compensation for damages against the Company is expressly excluded, except for the sole case of willful misconduct or gross negligence of the Company or its employees.
- 6.6 The effectiveness of the guarantee is subject to the regular payment of any amounts owed for any reason by the Customer to the Company.

7 Liability - Limitations

- 7.1 In the event that the Customer formulates compensation claims against the Company for willful misconduct or gross negligence pursuant to art. 6.5 above, the Customer must substantiate his request by providing all the supporting elements. In no case will SINT Technology be held liable for damages caused to third parties by the Customer.
- 7.2 In the event that the damage suffered by the Customer is the result of a delay by SINT Technology in the execution of a specific service deducted in the contract for which the deadline is considered essential according to Article 4.1 above, the amount of compensation

due by the Company to the Customer may not exceed 5% of the consideration envisaged for the specific performance to which the delay referred.

- 7.3 The rules on the exclusion or limitation of liability referred to in this article 7 apply to the Customer.
- 7.4 The liability of the Company for damages of any kind is excluded, except in the following cases:
 - damage caused by the Company with willful misconduct or gross negligence;
 - in the event of slight negligence, for damage to life or for personal injury, in any case within the limits of the Company's insurance coverage and consequently up to the limit established by article 7.7.
- 7.5 The Company's liability – with the exception of damage to life or personal injury – must be understood as limited to the damage that could have been foreseen at the time the contract with the Customer was stipulated and/or to what is provided in the Offer.
- 7.6 The provisions of the preceding articles also apply with regard to the Company's liability for acts of its employees and auxiliaries.
- 7.7 Under no circumstances can SINT Technology be called to answer for facts of those who are not its own employees or auxiliaries. The Company's liability for acts of its employees or auxiliaries is excluded in the event of slight negligence and is in any case limited to the following limits:
1. - €5,000,000 for personal injury
 Higher amounts than those indicated above may be arranged at the request and expense of the Client provided that the Company can obtain the corresponding insurance cover from its insurance company.
- 7.8 The rules established on the subject of liability by the Consumer Code are reserved, where specifically applicable to the contractual relationship with the Customer.
- 7.9 The Customer undertakes to hold the Company, its employees and auxiliaries harmless with respect to any claim or demand - which is not based on willful misconduct or gross negligence - brought about by third parties against the same on the basis of the existence of a contract between the Company and the Client.
- 7.10 SINT Technology assumes no responsibility for damage to the equipment covered by the contract if they were caused by tests, trials, inspections, certifications and similar activities carried out in compliance with the technical rules in force at the time of the service provided.
- 7.11 Any other form of liability of the Company is expressly excluded (by way of example but not limited to for indirect, consequential damages, loss of profit, etc.) other than that governed by these General Conditions.

8 Intellectual Property Rights

- 8.1 All intellectual property rights relating to test, inspection and control reports, certificates, expert reports, calculations and the like produced or generated by the Company, are and remain the property of the Company. The dissemination, use and/or publication of the Services, for purposes other than those covered by the contract with the Customer, entails the need for the Customer to obtain the Company's prior written consent. Unless expressly authorized in writing by the Company, it is expressly forbidden for the Customer to reproduce, disclose trademarks, designs, models, descriptions and information of the Company, as well as to produce designs and/or products on the basis thereof.
- 8.2 In case of use and/or publication and/or distribution of the aforementioned documents, the Customer will comply with the provisions of the law and/or of these General Conditions. The Client will hold the Company harmless and indemnified against any third-party claim deriving from the violation of the above obligations.
- 8.3 The Company reserves the ownership and copyrights in the illustrations, drawings, calculations and any other documents provided by the same. Such documents may not be disclosed to third parties by the Customers. The foregoing shall apply with particular reference to any document marked "confidential". The Customer may not disclose the contents of such documents to third parties without the Company's prior written consent.

9 Confidentiality/Privacy/Data Protection

- 9.1 The parties undertake not to disclose to third-parties the information, the "know-how" and industrial secrets which they may become aware of in the course of fulfilling the contract executed by the same, as well as any "know-how" which is not generally known, and commit their employees to the same confidentiality.
- 9.2 The Client will allow the Company to make copies of written documents, drawings, plans, etc. and will deliver them to the Company in order to allow the fulfillment of the contractual obligations.
- 9.3 The Customer will allow the Company to electronically store and process the personal data that the Company will process in compliance with the rules established by Legislative Decree 196/2003, by EU Regulation 2016/679 (GDPR) and subsequent amendments. The Customer also declares to have been informed and to give his consent to the processing of personal data.
- 9.4 If the communication of data relating to the Customer is mandatory by order of an Authority, the Customer will be informed in advance to this effect by the Company.

10 Processing of personal data

- 10.1 SINT Technology, as Data Controller, pursuant to art. 13 of EU Reg. 2016/679 (hereinafter "GDPR"), informs that the personal data of the Customer (hereinafter also "interested"), are processed in a lawful, correct and transparent manner in compliance with the general principles established by art.5 GDPR.
- 10.2 The processing of the data of the interested party takes place for the following purposes:
 a) to stipulate and execute the contract (art. 6 paragraph 1 letter b) GDPR);
 b) fulfill the obligations established by law (art. 6 paragraph 1 letter c) GDPR);
 c) pursue a legitimate interest such as asserting or defending a right in court (art. 6 paragraph 1 letter f).
- 10.3 The Data Controller may communicate the data of the interested party to third parties, such as independent data controllers legitimated by law to receive the aforementioned data or to data processors identified by SINT Technology pursuant to art. 28 GDPR or to internal personnel (persons authorized as persons in charge). The list of data processors can be requested from SINT Technology by written request at info@sinttechnology.com.
- 10.4 The data will not be disseminated.
- 10.5 In all the cases illustrated above, the Data Controller is not obliged to acquire any consent from the interested party. All the treatments

illustrated above in fact pursue purposes for which Article 6 of the GDPR excludes the need to acquire specific consent from the interested party.

- 10.6 Finally, it should be remembered that the interested party may exercise the rights provided for by articles 15 -22 GDPR (rights of access, rectification, cancellation, limitation, opposition, and data portability) by sending a registered letter to the registered office of SINT Technology. The interested party has the right to lodge a complaint with the competent Supervisory Authority. It should be noted that this information may be subject to periodic review, also in relation to the relevant legislation and jurisprudence. In addition to the foregoing, the parties mutually agree that in the event that the execution of the contract involves the processing of personal data of which the Customer is the Data Controller, it will be the responsibility of the latter to appoint SINT Technology with a specific written document as Data Processing Manager pursuant to art. 28 of EU Reg. 2016/679.
- 10.7 The Customer acknowledges that the information for the processing of personal data pursuant to art. 13 GDPR is also made available on the Company's website <https://www.sinttechnology.com/doc/Informativa-Privacy-Clienti-e-Fornitori.pdf>.

11 Partial invalidity

- 11.1 If one of the provisions of these General Conditions is declared invalid or ineffective, the other provisions will still remain valid and legally binding. If possible, the invalid or ineffective provision will be replaced by the applicable legislation with the intention of pursuing the will of the parties.

12 Termination

- 12.1 In the event of a breach by the Customer with respect to the provisions set out in articles: 3.2 (execution of the contract), 5.5 (payments), 8 (intellectual property rights), 9 (confidentiality/privacy/data protection), the Company will be entitled to terminate the relevant contract pursuant to Art. 1456 of the Civil Code.

13 Applicable law and Competent Court

- 13.1 These General Conditions and the related contracts are governed by Italian law. For any dispute relating to the validity, execution, interpretation of these General Conditions and the related contracts, the Court of Florence has exclusive jurisdiction.

14 Specific conditions relating to the Accredited Test Laboratory

- 14.1 The SINT Technology s.r.l test laboratory (the "Laboratory") operates in compliance with the requirements prescribed by the ISO/IEC 17025:2017 standard and has stipulated the agreement N°0910 L with ACCREDIA, according to which ACCREDIA grants the Laboratory accreditation for the required tests. ACCREDIA verifies and ensures the compliance of the laboratory with the accreditation requirements, authorizing the same laboratory to mention this compliance, within the limits allowed by the applicable ACCREDIA documents, in the test reports relating to the accredited tests and in its own documentation. Consultation of the Convention stipulated between the laboratory and ACCREDIA and the prescriptions contained in the ACCREDIA Documents are available to the Client, upon request.
- 14.2 It should be noted that the Test Reports that will be issued with the ACCREDIA mark relate to the accredited tests and cannot imply the approval and/or certification of the sample/product examined. The mark or accreditation reference should not be used to imply certification of the product, nor should it be used in product documentation, unless the test report is attached. Further information can be found on the website www.accredia.it. If the test report is not issued with the ACCREDIA mark, it will not be covered by the Mutual Recognition Agreements (EA MLA).
- 14.3 When the Client requests a declaration of conformity to a specification/standard, the specification/standard and the decision rule must be clearly defined and agreed upon. In the event that the Client does not request a specific decision rule, the Laboratory proposes to apply the provisions of the ILAC-G8:09/2019 Guide (Guidelines on Decision Rules and Statements of Conformity) and in particular the provisions of point 5.2 (Uncertainty of measure taken directly into consideration). We consider a guard band $w=U$ (where U = uncertainty extended to the 95% confidence level) with a specific risk associated with this decision rule lower than 2.5% of the PFA (Probability False Accept). The following eventualities are considered: Pass, Conditional Pass, Conditional Fail, Fail.
- 14.4 From the moment of receipt of the material to be examined, the Laboratory guarantees its conservation according to methods suitable for guaranteeing the maintenance of its physical conditions. Unless otherwise agreed, the Customer retains ownership of the delivered sample; at the end of the tests, the Customer will have to take care of the collection and disposal of the same or of what is left after the tests.
- 14.5 The residue from samples subjected to testing (residual sample), unless specifically requested by the Customer, is stored in places exclusively used for this service for a period of at least 2 months from the date of issue of the test report, in relation to the nature of the tests requested.
- 14.6 The data records relating to the tests are kept for a period of at least ten years from the date of execution of the test, unless otherwise agreed in writing between the parties or different regulatory requirements.
- 14.7 Unless otherwise agreed, the test reports are delivered to the Customer in electronic format with a digital signature; this document constitutes the original document.
- 14.8 Partial duplication of test reports is prohibited without the prior written authorization of SINT Technology.
- 14.9 The SINT Technology Laboratory keeps the test reports in electronic format for at least 10 years and keeps the raw data relating to the tests carried out for no less than 4 years.