

 	<p style="text-align: center;">GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES</p>	<p style="text-align: center;">ALL 08.01.20.13</p>
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Art. 1 - DEFINITIONS

For the purposes of these general terms and conditions, the following expressions shall have the meanings indicated alongside them: "General Terms and Conditions": these general terms and conditions for the purchase of goods and/or services. "Attachments": the documents attached to the Order, including the documents referred to, even if not physically attached. "Special Conditions": the special conditions include everything provided for in the Purchase Order (including the Attachments) and not forming part of the General Conditions. "Purchase Order": the document issued by HHLA PLT Italy srl. for a specific supply of goods and/or services, consisting of the Special Conditions and the General Conditions (hereinafter referred to as the "Order"). "PLT": the company HHLA PLT Italy srl. issuing the Order. "Supplier": the entity to which the Order is issued. "Activity": the supply of goods and/or services covered by the Order. "Party", "Parties": PLT and the Supplier are referred to individually as "Party" and/or jointly as "Parties". "Incoterms": the international rules for the interpretation of delivery terms of the International Chamber of Commerce, in force on the date of the Order. "DDP": Delivery Duty Paid, one of the delivery terms provided for in the Incoterms. "Consideration": the total amount stated in the Order and due to the Supplier for the goods and/or services covered by the Order. "Auxiliaries": all those who collaborate with the Supplier in the performance of the Activities and third parties in general used by the Supplier for the fulfilment of its obligations arising from the Order, such as its employees, consultants, collaborators, as well as any subcontractors, and the employees, consultants and collaborators of the latter. "c.c.": Italian Civil Code.

Art. 2 - ORDER, PRIORITY AND ACCEPTANCE OF THE ORDER

The Order is issued under the General Conditions set out below and the Special Conditions contained therein, which form an integral and substantial part of the Order itself. In the event of a conflict between the above-mentioned documentation, the provisions contained in the Special Conditions shall prevail over the General Conditions. Furthermore, in the event of a conflict, the Special Conditions set out on the Order form shall prevail over those set out in any Annexes. The Order shall be deemed accepted when the Supplier sends the relevant Order confirmation, duly signed in all its parts and complete with the date and reference to the Purchase Order, by email to the following address: purchasing@hhlA-plt.it. Failing acceptance as specified above, the Order shall not be considered valid and effective for PLT, which shall therefore not be obliged to accept the supply and pay the Consideration. Any changes to the Order made by the Supplier, even if stated on the Order confirmation, shall only be considered valid if expressly accepted in writing by a duly authorised representative of PLT. Furthermore, the conditions listed in the Supplier's offers, invoices, letters, faxes, emails, etc. shall not be recognised unless expressly accepted by PLT.

Art. 3 - PAYMENT

The Consideration refers to the supply covered by the Order, according to the conditions, methods, times and specifications established in the Order itself. The supply referred to in the Order shall be carried out with the Supplier expressly waiving any further increase and/or revision of prices due to fluctuations in costs of any magnitude, whether in raw materials, labour or any other factor, with all risks in this regard remaining the responsibility of the Supplier. The Supplier therefore expressly waives, now and in the future, the right to request the termination of the Order due to excessive burden pursuant to Article 1467 of the Italian Civil Code. Packaging, customs, insurance and any other taxes or duties payable for any reason to private individuals or public bodies are included in the agreed Consideration, unless otherwise agreed between the Parties. It is also agreed that the Consideration shall include all charges and/or expenses, including those incurred by the Supplier in complying with laws, regulations, standards, technical requirements, provisions issued by the competent authorities, as well as the acquisition of permits and authorisations from the competent authorities necessary for the performance of the Activities. For supplies destined for tax-

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privileged areas, the specific requirements that will be specified and agreed upon between the Parties from time to time must also be complied with.

Art. 4 - LIABILITY

By accepting the Order, the Supplier undertakes to indemnify and hold harmless PLT, its directors, employees and/or agents from any claim made against them by third parties in or out of court in relation to activities, materials, tools, equipment, systems, etc., covered by the supply or to the systems that must be adopted for the execution thereof. The Supplier undertakes, on its own behalf and on behalf of its Auxiliaries, to indemnify PLT, its directors, employees and/or agents against any damage caused to persons and/or property, both belonging to PLT and to third parties, arising from the performance of the Activities referred to in the Order, assuming all related charges, costs and expenses. PLT assumes no responsibility towards third parties for commitments and/or rights assumed by the latter with the Supplier in relation to the performance of the Activities referred to in the Order.

Art. 5 - DECLARATIONS AND WARRANTIES

By accepting the Order, the Supplier: - declares, under its own responsibility, that it is not in a condition of temporary or permanent incompatibility with the performance of the activities covered by the Order, in accordance with the provisions of the law in force; - guarantees that, in carrying out the activities covered by the Order, no applicable legal provisions and/or regulations will be violated, nor will the rights of third parties, including, by way of example and without limitation, industrial and/or intellectual property rights; - declares and guarantees full ownership of the goods and ownership of any licences provided as part of the Order, and declares that the goods are free from any encumbrances, security interests or third-party rights; - guarantees that the goods covered by the Order will comply with any applicable European Union regulations. The Supplier undertakes to indemnify PLT against any loss, cost, damage or expense of any kind incurred by PLT as a result of the breach, untruthfulness or inaccuracy of any of the representations and warranties set out in this article. PLT shall also have the right, as a result of the violation, untruthfulness or inaccuracy of any of the above statements and warranties, to terminate the Order by operation of law, pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for all damages.

Art. 6 - DELIVERY AND RETURN OF GOODS

The Supplier undertakes to deliver the goods covered by the Order in accordance with these General Terms and Conditions and as further specified in the Special Terms and Conditions. The conditions of delivery and return of the goods shall be understood to be DDP at the place of delivery indicated in the Order (free at destination), unless otherwise specified in the Special Conditions. A copy of the delivery note or equivalent document must physically accompany the goods. This document must contain the details of the Order (number, date and order position) to which it refers. Goods that are defective or otherwise do not comply with the agreed conditions or with the drawings or technical characteristics, etc., will be rejected and made available to the Supplier or returned carriage forward, all at the Supplier's expense.

Art. 7 - WARRANTY OF GOOD FUNCTIONING AND

The Supplier guarantees that the goods and/or services supplied comply with the technical specifications set out in the Order. The Supplier also guarantees that they are free from defects, material defects and manufacturing defects. The Supplier undertakes to repair and/or replace, at its own expense, the defective supply or defective and/or faulty parts with new and original spare parts. The transport costs necessary for the replacement and/or repair of the defective supply shall be borne by the Supplier. The warranty period for the goods covered by the Order is 24 (twenty-four) months, or the longer period provided for by current regulations, and shall commence on the date of acceptance of

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the supply. In the event of repair and/or replacement of the goods, the warranty period shall be automatically extended to take into account the period of time during which the goods were not available to PLT. The warranty shall not apply if the defect is caused by natural wear and tear, inexperience or negligence on the part of PLT. If it is not possible to replace the defective parts, the Order shall be deemed cancelled and the Supplier shall be liable for compensation for all damages.

Art. 8 - GOODS MADE AVAILABLE BY PLT

All goods made available by PLT for the performance of the Activities must be returned to it at the end of the Activities referred to in the Order, unless otherwise agreed between the Parties. The Supplier may not transfer to third parties, modify or use for other purposes the goods made available by PLT and shall be responsible for the custody, storage and proper use thereof. In particular, the Supplier undertakes to use the aforementioned goods with the utmost care and diligence. In the event of destruction, damage or loss through its own fault, the Supplier shall be required to replace or repair the aforementioned goods at its own expense or, where this is not possible, shall reimburse PLT for the difference in value, which shall be calculated on the basis of current market prices and in relation to the extent of the damage suffered. The Supplier shall not be required to pay any compensation for normal wear and tear resulting from the correct use of the goods. The Supplier hereby indemnifies PLT against any liability for damage to persons and/or property that may arise from the improper use of the goods made available to it by PLT, having in any case checked them in advance and found them to be safe and suitable for their intended use.

Art. 9 - INVOICING AND PAYMENTS

The invoice must show the details of the Order (number, date and order position) to which it refers and be transferred exclusively in electronic form via the interchange system (SDI). All other documents accompanying the supply (certificates of origin, quality, supporting documents, etc.) and/or necessary to enable PLT to verify and accept the invoice must be produced and sent by e-mail in the same way. The Supplier undertakes to notify any changes to payment information (e.g. bank details) exclusively by e-mail to hhlaplitaly@pec.it.

Art. 10 - CONFIDENTIALITY

The Supplier undertakes to comply with, and to ensure that its Auxiliaries comply with, the confidentiality obligation relating to all information, data, documentation and news relating to the Order. In this regard, the Supplier shall be required to implement all necessary preventive measures and, in particular, all actions, including legal actions, necessary to prevent the dissemination and use of the above. The Parties mutually acknowledge that the confidentiality obligations referred to in this Article shall remain in force for the period of validity of the Order and for the following three years from its termination for any cause and/or reason. In the event of failure to comply with the obligations referred to in the preceding paragraphs, PLT may terminate the Order pursuant to Article 1456 of the Italian Civil Code, without prejudice to its right to compensation for all damages. The Parties also acknowledge that nothing contained in the Order may ever be interpreted or used to prevent the dissemination or circulation of information that is: (I) in the public domain at the time of its exchange between the Parties, or subsequently becomes so, (II) received from third parties without any confidentiality obligation; (III) developed independently and internally by one of the Parties without reference to information or documentation received from the other Party; (IV) formally requested by a public authority having competence and/or jurisdiction over the Parties.

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Art. 11 - ANTI-MAFIA PROVISIONS

The Supplier undertakes to provide the documentation necessary for the issue of prefectural certifications, in accordance with current anti-mafia legislation. The Supplier acknowledges that the effectiveness of the Order is subject to full and absolute compliance with the anti-mafia legislation in force during its term. It acknowledges, in particular, that no definitive or provisional measures shall have been issued against the legal representative and members of the Supplier's administrative body which, pursuant to current anti-mafia legislation, entail the inability to contract, such as preventive measures or prohibitions, suspensions or forfeitures referred to in the aforementioned legislation, nor shall there be any pending proceedings for the application of the same provisions, or convictions. In the event of failure by the Supplier to comply with the aforementioned anti-mafia provisions, the Order shall be terminated by law, without prejudice to the right to compensation for all damages.

Art. 12 - PROHIBITION ON TRANSFER OF THE ORDER AND CREDIT

The Supplier is expressly prohibited from assigning, for any reason, all or part of the obligations and/or rights arising from the Order without the prior written consent of a duly authorised representative of PLT, under penalty of nullity of the assignment itself. Failure to comply with this provision shall entitle PLT to terminate the Order pursuant to Article 1456 of the Italian Civil Code, without prejudice to PLT's right to claim compensation for all damages.

Art. 13 TERMINATION

In addition to the provisions expressly set forth in the individual Articles of these General Terms and Conditions and/or, where applicable, in the Special Terms and Conditions, PLT may exercise its right of termination pursuant to Article 1456 of the Italian Civil Code, without prejudice to its right to claim compensation for all damages, in the event that the Supplier is subject to receivership, bankruptcy or other insolvency or enforcement proceedings.

Art. 14 – CODE OF ETHICS

The activities covered by the Order shall be carried out by the Supplier in full compliance with the Supplier Code of Conduct, which is an integral part of the Organisational Model adopted by PLT pursuant to Legislative Decree No. 231/01 and any subsequent amendments and additions thereto, which the Supplier declares to be fully aware of and accept. The aforementioned document is available on the company website in the "Docs/Code of Ethics" section. In the event of violations of the provisions of the Supplier Code of Conduct, the Supplier shall inform PLT and take measures within a reasonable period of time to end or minimise the violation. PLT shall have the right to verify the effectiveness of the measures itself or through an independent auditor.

If the measures taken by the Supplier do not resolve the situation or if the violations are serious, PLT shall be entitled to terminate the contract by operation of law. In such cases, it shall not be necessary to set a deadline. The Supplier shall not be entitled to any claims for damages or other claims arising from or in connection with such termination and shall indemnify PLT against any third-party claims based on the Supplier's breach of the German Act on Corporate Due Diligence Obligations in Supply Chains.

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Art. 15 – DATA PROCESSING

The Supplier declares that it has read the specific information notice prepared by PLT in accordance with EU Regulation 2016/679 on the protection of personal data. By accepting the Order, the Supplier gives its consent to the processing of data concerning it for the purposes and aims described in the information notice.

Art. 16 - GENERAL PROVISIONS

Any changes to the Order must be made in writing by the Parties or by their duly authorised representative. Should one or more clauses contained in the Order be invalid or void, this shall not affect the other clauses, which shall remain in force without change. PLT and the Supplier shall negotiate to replace the invalid or void clauses with others that are appropriate in order to achieve the same legal and economic results. Any necessary notices, information and/or communications shall be sent by e-mail or certified e-mail to the respective addresses and contact details of the Parties; communications shall take effect from the date of receipt. The Parties shall notify each other of any changes to their respective contact details. The Order constitutes the sole agreement between the Parties regarding the subject matter of the Order itself and supersedes and replaces any previous or contemporaneous discussions, negotiations, understandings and agreements, whether written or verbal, relating to that subject matter. The Supplier acknowledges PLT's right to proceed - either on its own behalf or through persons and/or companies delegated for this purpose - with at least three working days' notice, with checks and controls on compliance with the obligations assumed by signing the Order. Therefore, the Supplier undertakes to allow and facilitate the exercise by PLT of checks on the performance of the Activities, providing all the necessary material, documentation and support. The Supplier expressly waives, now and in the future, any claim or request for compensation in the event that the performance of the Activities is made more burdensome by the activities carried out by PLT and/or third-party companies and/or contingent situations that may arise as a result of the checks referred to in this article.

Art. 17 - APPLICABLE LAW AND JURISDICTION

For anything not expressly provided for, Italian law shall apply. For any disputes that may arise between the Parties in relation to the interpretation, execution and/or termination of the Order, the Court of Trieste shall have exclusive jurisdiction.