

Coesia's General Terms and Conditions of Purchase

1. Definitions

"Buyer" refers to the legal entity within the FlexLink group of companies that places the Purchase Order. (The Buyer is also referred to as "Party").

"Parties" refers to both the Buyer and the Seller.

"Products" refers to the Seller's products as specified in the Purchase Order.

"Seller" refers to the company that sends a Sales Proposal to the Buyer (the Seller is also referred to as "Party").

"Services" refers to the Seller's services as specified in the Purchase Order.

"Warranty Period" refers to the warranty period for Products and/or Services equal to 24 months from the delivery date of Products and/or the performance date of Services, except as otherwise specified in the Purchase Order.

2. Field of Application

2.1 These General Terms and Conditions of Purchase ("General Terms and Conditions") are the only conditions governing the purchase by the Buyer of Products and/or the Seller's Services based on the Buyer's Purchase Orders.

2.2 The Offer of Products and/or Services sent by the Seller to the Buyer constitutes a sales proposal for related Products and/or Services on the basis of these General Terms and Conditions ("Sales Proposal").

2.3 The Sales Proposal will only be accepted when the Buyer expressly accepts the Sales Proposal in writing by issuing a specific Purchase Order ("Purchase Order").

2.4 These General Terms and Conditions will always prevail over the Seller's general terms and condition of sale, regardless of when the Seller's Sales Proposal or general terms and conditions of sale were sent to the Buyer.

2.5 The Buyer's acceptance and/or payment for Products and/or Services shall in no way constitute acceptance of the Seller's general terms and conditions and do not affect any of these General Conditions.

2.6 The Purchase Order and these General Conditions (collectively referred to as the "Contract") represent the entire agreement between the Parties, and void and replace any other previous verbal or written agreements, and any prior correspondence between the Parties in relation to the subject.

3. Delivery of Products and/or performance of Services

3.1 The Seller agrees to deliver Products and/or perform Services in a previously agreed location, subject to the terms and conditions of delivery and/or performance as specified in the Purchase Order.

3.2 The Seller acknowledges and agrees that due adherence to the delivery terms of the Products and/or due performance of Services specified in the Purchase Order is of the essence.

3.3 The Seller acknowledges and agrees that ownership of the Products will be transferred to the Buyer when such Products are received by the Buyer at the location specified in the relevant Purchase Order.

3.4 The Seller acknowledges and agrees that the risk of loss and damage of the Products will be transferred to the Buyer in accordance with the incoterms as specified in the Purchase Order.

3.5 The Seller acknowledges and agrees that the Buyer has the right to inspect Products and/or Services on the delivery date of the Products and the performance date of Services as specified in the Purchase Order.

3.6 The Buyer has the right to refuse any Products and/or Services if, following an inspection pursuant to art. 3.6, they do not comply with the Purchase Order. In such cases, the Seller will agree to promptly remove non-compliant Products and/or Services, bearing all expenses and consequential costs (including, but not limited to: transport expenses and shipping costs of any non-compliant Products).

4. Product Prices and Service Fees

4.1 The purchase price of the Products and/or payment of Service fees are specified in the Purchase Order (respectively referred to as, the "Price" and the "Fee").

4.2 Any fees, expenses, or additional costs incurred by the Seller in connection with the shipment of the Products and/or the performance of Services shall be borne by the Seller, unless otherwise specified in the Purchase Order.

4.3 Any variation of the Product Price and/or Service Fee is not valid or effective in the absence of the prior written consent of the Buyer.

4.4 The timing and method of invoicing and payment of amounts due (and which have not been contested) regarding the Product Price and/or Service Fees are those specified in the Purchase Order.

4.5 The Buyer, without prejudice to its rights and remedies, has the right to compensate (set-off) at any time any sum due from the Buyer to the Seller with any sum due from the Seller to the Buyer, regardless of the liquidity or collectability of such credits and debits.

5. Product and/or Service Warranty

5.1 The Seller guarantees that during the Warranty Period(s), the Products (i) are free from defects in the design and manufacture, (ii) conform to the technical specifications, drawings, designs, samples and any other requirements specified in the Purchase Order, (iii) are fit for their intended purpose and are capable of operating as stated in the Purchase Order, (iv) are fit for sale.

5.2 During the Warranty Period, in the event of the Buyer providing written notification of defective Products provided by the Seller, the Seller will promptly replace or repair defective Products (as chosen by the Buyer), bearing all related costs and/or expenses (including, but not limited to, shipping and transport costs for defective Products and replacement Products). In such case, the Seller also agrees to reimburse the Buyer's administrative and management costs for the defective Products as specified in the Purchase Order. In the event that defective Products are not replaced or repaired by the Seller within a reasonable time frame (no later than 15 days from the written notification of defective items sent by the Buyer to the Seller), the Buyer has the right, at the Seller's expense, to contact third parties to replace or repair such defective Products.

5.3 In relation to Services, the Seller agrees to guarantee the Buyer that during the Warranty Period(s) the Services (i) won't have design defects, (ii) will conform to the technical specifications specified in the Purchase Order,

(iii) and will be suitable for their intended purpose, in accordance with the Purchase Order.

- 5.4 During the Warranty Period, in the event of the Buyer providing written notification of defective Services provided by the Seller, the Seller will promptly repair defective Services by taking on all relevant costs and/or charges. In such instances, the Seller also agrees to reimburse the Buyer's administrative and management costs for the defective Service as specified in the Purchase Order. In the event that defective Services are not restored by the Seller within a reasonable time (no later than 15 days from the date of written notification of defective items sent by the Buyer to the Seller), the Buyer has the right, at the Seller's expense, to contact third parties to replace or repair such defective Services.

6. Intellectual Property Rights

- 6.1 The Parties expressly acknowledge and agree that: (a) all Intellectual Property Rights held by the other Party (or licensed to the latter) are and remain the exclusive property of that Party (or its licensors); (b) each Party shall not acquire, through the Contract, any rights to the Intellectual Property Rights of the other Party (or its licensors).
- 6.2 In the event that any Seller's Intellectual Property Rights are embedded into Products and/or Services, the Seller licenses to the Buyer such Intellectual Property Rights so that the Buyer has the right to (a) use the Products and/or market the Products to their Customers, and/or (b) use the Services. This license is non-exclusive, free, perpetual, irrevocable, and without territorial limits.
- 6.3 For the purposes of these General Conditions, the term "Intellectual Property Rights" refers to any industrial and intellectual property right relating to: (a) patents; (b) trademarks; (c) Internet domain names; (d) design; (e) software and firmware; and (f) industrial secrets, technical or commercial information and know-how.

7. Warranty and Indemnity on Intellectual Property Rights

- 7.1 The Seller agrees to ensure the Buyer that the purchase, possession, uses and/or marketing of the Products and/or Services does not violate the Intellectual Property Rights of third parties.
- 7.2 In the event that the purchase, possession, use and/or marketing of the Seller's Products and/or Services violates the Intellectual Property Rights of third parties, the Seller agrees to dispose of and indemnify the Buyer for any damages, costs, expenses, financial penalties or economic loss of any kind.

8. Confidential Information

- 8.1 Each Party may disclose technical and/or commercial information about products, services, market forecasts, or information and materials that include or relate to Intellectual Property Rights to the other Party. Such information, whether communicated orally, in writing, electronically or through other means of communication, irrespective of whether identified as "secret", "classified" or "confidential", shall be considered confidential information.
- 8.2 Each Party agrees to: a) maintain strictly confidential any confidential information received by the other Party; b) only use confidential information received from the other Party for the purposes of the Contract; c) not disclose or communicate in any way the confidential information received from the other Party to third parties.

9. Force Majeure

- 9.1 No Party shall be held liable to the other Party as a result of default or delay in the performance of any of the obligations deriving from the Contract if such default or delay in performance is caused by events outside of the reasonable control of that Party, including, but not limited to: a) natural disasters; b) floods, fires, earthquakes or explosions; c) war (whether declared or not), insurrections, attacks, threats or terrorist acts, public disorder; d) measures or activities carried out by administrative authorities; g) national or local emergencies.
- 9.2 The Party affected by a Force Majeure Event agrees to give written notice to the other Party and to take any reasonable effort to remedy the failure or delay and to minimize the effects of the Force Majeure on its own ability to execute the Contract.

10. Insurance

- 10.1 The Seller agrees to carry and maintain, at its own expense, adequate commercial general liability insurance (including any civil liability arising from the product) with financially sound and reputable insurance companies and a maximum price of no less than 10 (ten) million Euros.
- 10.2 The Seller agrees to give the Buyer, upon simple request, an insurance certificate specifying the details of insurance coverage as well as appropriate documentation proving the regular payment of the relevant insurance premiums.

11. Express Termination Clause

- 11.1 Without prejudice to the right to compensation for any damage, the Buyer has the right to terminate the Contract immediately in any of the following cases at any time: (a) a breach by the Seller of the following Articles of these General Terms and Conditions: 3.1, 3.6, 5.2, 5.4, 7.1, 8.2, 10.1; (b) the Seller is subject to collective procedures, creditors, insolvency or debt restructuring proceedings; (c) any change in the Seller's shareholding structure; (d) an event of Force majeure occurs which prevents the Seller from fulfilling its obligations under the Contract for a period longer than 30 days.

12. Limitation of Liability

- 12.1 The Seller agrees to indemnify and hold the Buyer harmless from any direct or indirect damage, cost, expense or liability, including those arising out from claims or request from third parties which are either direct or indirect consequence of: a) breach of the warranties provided by art. 5 (Product and/or Service Warranty) of these General Conditions; b) the need to defend from third party claims; c) any other breach of the Contract, the technical specifications and these General Conditions. In particular and by way of example, the Seller shall indemnify and hold the Buyer harmless from any product liability arising out as a result of defective Products.

13. Corporate Administrative Liability

- 13.1 The Seller shall adhere to the highest standards of business ethics and undertakes to comply with the provisions set forth in the Coesia group's Code of Conduct available on www.coesia.com as well as the UN Global Compact's ten principles in the areas of human rights, labor, the environment and anti-corruption. The Seller shall require the same standard of conduct from all of its sub-contractors. In particular, without limiting the generality of the aforesaid, the Seller agrees not to use child labor. In the absence of any national or local law, the Seller and the Buyer agree to define "child" as an individual younger than 15 years. If local law sets the minimum age below 15 years of age, but is in accordance

with the age limits of the International Labor Organization, the lower age will apply.

13.2 The Seller shall make all reasonable efforts to comply with any code of conduct or similar policy statement promulgated by the Buyer from time to time.

13.3 Violation of the aforesaid will constitute a material breach of contract. The Seller will indemnify the Buyer for any penalties or damages to be due to the latter as a result of the violation of the aforementioned provisions by the Seller or any of its collaborators. If the Seller, or any of its employees, violates the aforesaid provisions, the Buyer will have the right to terminate this Contract with prior written notice to be delivered by registered letter or certified electronic mail. The termination shall be effective immediately starting from the date of receipt of the above notice.

14. General Provisions

14.1 The Seller shall comply all licenses, permissions, authorizations and approvals required to fulfill its obligations under the Contract.

14.2 The Seller and Buyer are independent parties and their agreement does not involve any agency, collaboration, partnership, employment or fiduciary relationship between the Parties. No Party has the right, authority or power to act in the name of and/or on behalf of the other Party, nor to limit the other Party or to provide obligations on behalf of the other Party to third parties.

14.3 If any term or provision of this General Terms and Conditions is invalid, illegal or unenforceable, in no case such invalidity, illegality or unenforceability would affect the Contract as a whole, and any other provisions will remain in full force and effect.

14.4 Any modification to the Contract will only be valid if made in writing and signed by authorized representatives of both Parties.

14.5 Any waiver of the rights by a Party deriving from the Contract shall only be valid if made in writing and signed by that Party.

14.6 In no event shall the Seller assign the Contract, even partially, without the prior written consent of the Buyer.

14.7 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

14.8 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

14.9 The seat of arbitration shall be Stockholm and the language used in the arbitral proceedings shall, unless otherwise agreed, be English and this Contract shall be governed by the substantive law of Sweden as applied between Swedish legal entities.