

General Terms of Delivery

§ 1 General

1.1 All supplies and services of Driventic S.R.L., having its registered office in Via Lambrakis 2, 42122 Reggio Emilia, Italy, (hereinafter referred to either individually or collectively as "Supplier") shall be based on these General Conditions of Supply and any separate contractual agreements signed between the parties. Terms and conditions of purchase of the purchaser, which deviate from these General Terms and Conditions of Supply, do not become part of the contract either with the acceptance of the order or by failure to dispute them. Where not regulated in these General Terms and Conditions of Supply, the provisions of the Civil Code or customary commercial clauses shall apply.

1.2 A contract is formed - in the absence of a specific agreement - by written order confirmation by the supplier. The requirement of the written form for the order confirmation is also fulfilled by the text format by telematic transmission of data (e.g. by e-mail) or by telefax.

1.3 In the event that customary clauses in commercial transactions are agreed upon, the interpretation rules of the Incoterms in their most up-to-date version shall apply, unless otherwise provided below.

1.4 Documentation consisting of illustrations, drawings and data concerning dimensions and performance is only of approximate value and is not to be understood as a promise of certain characteristics, unless such data is explicitly defined as binding.

1.5 The supplier reserves the right of ownership and copyright among other things over samples, cost estimates, drawings, information of a physical and non-physical nature - also in electronic form. This information may not be duplicated or made accessible to third parties without the prior consent of the supplier. Documents marked by the purchaser as confidential shall only be made accessible to third parties by the supplier with the prior consent of the purchaser.

§ 2 Price and payment

2.1 Unless otherwise expressly agreed in the offer or quotation, the prices stated in the offer or quotation are firm for a period not exceeding 30 (thirty) days from the date of the document. The prices are understood, in the absence of a specific agreement, to be ex works of the supplier and inclusive of loading at the works; the prices do not, however, include insurance costs, packaging, unloading and all additional ancillary costs. VAT must be added to the prices at the rate applicable by law from time to time.

2.2 In the absence of a specific agreement, payment shall be made without any discount or deduction from the supplier's account, thus staggered:

- down payment of one third of the amount upon confirmation of the order,
- payment of one third of the amount upon expiry of half of the delivery period,
- the remainder upon delivery and/or notification of readiness for shipment if delivery cannot take place immediately after production for reasons not attributable to the supplier.

2.3 Unless otherwise stated on the order confirmation, payments are due net (without discount) within 30 (thirty) days from the invoice date. The provisions of the law regarding the consequences of payment arrears shall apply, with particular reference to the provisions of Legislative Decree No. 231/2002. In the event of delay in payment beyond the aforementioned term, the supplier shall have the right to demand immediate payment even of invoices not yet due, with forfeiture of the benefit of the term pursuant to Article 1186 of the Civil Code.

2.4 In the event of a delay in payment beyond 60 (sixty) days from the due date or in the event of a substantial deterioration of the purchaser's financial situation, or in the event of application for or admission to bankruptcy proceedings of the purchaser, the supplier reserves the right to request the early termination of the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to compensation for damages suffered.

2.5 The customer shall only be entitled to set-off if its counterclaims are undisputed or are acknowledged by the supplier, or have been confirmed by a final judgment. The customer shall also be entitled to exercise a right of retention to the extent its counterclaim is based on the same contractual relationship.

§ 3 Delivery times, delivery delays, force majeure

3.1 Unless otherwise agreed, the delivery period commences on the date of receipt of the order confirmation by the purchaser. The commencement of this period and the observance of deadlines by the supplier presuppose that all commercial and technical questions have been clarified and that the purchaser has fulfilled all obligations incumbent upon him, such as the obligation to produce the necessary certificates and permits issued by the competent authorities or the obligation to make a down payment.

Otherwise the delivery period will be extended accordingly.

3.2 Delivery times shall be deemed to have been met if the delivery item has left the supplier's works by the end of the delivery period or if readiness for shipment has been announced. If, by contract, acceptance is to be carried out, the contractually agreed acceptance date shall prevail - except in the case of a justified refusal of acceptance -; alternatively, the notice of readiness for acceptance shall prevail.

3.3 If dispatch and/or acceptance of the delivery item is delayed due to reasons for which the purchaser is responsible, or if the purchaser violates other cooperation obligations due to its own fault, the supplier shall be entitled to claim damages for the losses incurred by the supplier due to such causes or violations, including compensation for any additional costs incurred. The supplier shall, without prejudice to further claims, be entitled, after an appropriate extension period has expired without result, to dispose of the delivery item in another manner, and in particular shall be entitled to place the delivery item in stock at the risk and expense of the purchaser and/or to supply the purchaser with the delivery item at an appropriately extended period.

3.4 If non-compliance with the delivery time is due to force majeure, such as fire, natural catastrophe, epidemic, war, armed conflict, civil war, revolution, terrorism, sabotage, nuclear reactor accidents, strikes or other events outside the supplier's sphere of influence, the supplier shall be released from his delivery obligations for the duration of the event and the delivery period shall be extended accordingly. The supplier shall notify the purchaser as soon as possible of the beginning and end of such circumstances. Should the duration of the event exceed a period of 6 (six) months, the supplier shall also be entitled to rescind the contract.

3.5 If the supplier is in default and if the purchaser suffers damage as a result of the delay, the purchaser shall be entitled to claim lump-sum compensation for the delay, which shall amount to 0.5 per cent (zero point five per cent) for each full week of delay, but which may not exceed 5 per cent (five per cent) of the value of that part of the total delivery that, due to the

delay, could not be used in due time or could not be used as stipulated in the contract.

If the purchaser grants the supplier who is in default - taking into account exceptional cases provided for by law - an appropriate extension of the delivery period and if this period is not observed due to reasons for which the supplier is responsible, the purchaser shall be entitled to withdraw from the contract to the extent provided for by law.

Further claims arising from delays in delivery are excluded.

§ 4 Passing of risk, testing, packaging

4.1 Unless otherwise agreed between the parties, the risk shall pass to the customer with the commencement of loading of the delivery items at the supplier's works, even if partial deliveries are made or if the supplier has also taken over other services, such as shipping costs or delivery and installation. Subject to agreement to the contrary, the obligation to load, place and secure the delivered goods for subsequent transport and to unload them securely shall be the responsibility of the purchaser or its forwarding agent, courier or collection agent, who shall also be obliged to provide suitable securing means on its behalf and at its own expense.

4.2 Where acceptance has been agreed upon, it shall be carried out immediately on the agreed date, or alternatively after the supplier has notified the customer of its readiness for acceptance.

The purchaser may not refuse acceptance in the presence of a non-essential defect if the supplier expressly acknowledges his obligation to rectify the defect.

4.3 Should dispatch and/or acceptance be delayed or fail as a result of circumstances for which the supplier is not responsible, the risk of any deterioration or deterioration of the delivery item shall pass to the customer on the day of notification of readiness for dispatch and/or acceptance. The supplier undertakes to take out at the expense of the purchaser such insurances as the purchaser requires, such as transport insurance.

4.4 Partial deliveries are permitted where this is acceptable to the supplier.

4.5 Transport and other packaging shall not be taken back. The purchaser shall dispose of the packaging at its own expense.

§ 5 Reserved domain, assignment of credit, supplier's withdrawal

5.1 The supplier retains title to the delivery item until payment of all claims, in particular also of any balance due to the supplier from the business relationship with the purchaser (balance reservation). If, for the validity of the retention of title, registration in a register or similar is required in the country of destination of the goods, the seller is authorised to have the retention of title registered and to take the necessary actions for the validity of the retention of title with the possible need for cooperation on the part of the purchaser.

5.2 The customer shall be obliged to treat the delivery item delivered to him under reservation of title (reserved goods) with care; he shall in particular be obliged to insure the delivery item at his own expense against theft, burglary, fire, water and other damage to an extent sufficient to cover the value of the new goods. The supplier shall be entitled to take out such insurance himself at the expense of the purchaser if the purchaser has not demonstrably taken out insurance.

5.3 If the reserved goods are combined with other things in such a way that they become an essential component of another thing, the supplier shall obtain co-ownership of the other thing. The production of a new thing by joining or processing the reserved goods shall take place in such a way that the supplier always acquires an appropriate percentage of co-ownership.

5.4 The purchaser is authorised to continue selling the reserved goods in the regular course of business. In the case of the sale of the reserved goods delivered and/or manufactured according to § 5.3, the purchaser hereby assigns to the supplier the corresponding claims arising from the sale against its purchasers (final invoice amount including VAT, if any) or a corresponding part with all ancillary rights until the claims have been settled in full by the purchaser. The purchaser shall immediately notify the supplier of a copy of the resale invoice.

5.5 The purchaser shall remain authorised to collect the assigned claim under § 5.4; this shall not affect the supplier's right to collect the claim itself. The supplier shall not collect the claim if the purchaser fulfils its payment obligations arising from the collected amounts, does not fall into arrears with payments and if no application for the institution of bankruptcy, inheritance or similar proceedings for general execution is filed, or if there is no suspension of payments.

In such case the supplier may require the purchaser to disclose to the respective obligor the assignment as security in favour of the supplier and to provide him with all data and documents necessary for collection.

5.6 In the event of conduct by the purchaser contrary to the provisions of the contract, especially with regard to default in payment, the supplier shall be entitled, after reminder, to take back the delivery items. This act, as well as the seizure of the delivery items by the supplier, shall not constitute withdrawal from the contract by the supplier.

5.7 The opening of bankruptcy, inheritance or similar proceedings against the purchaser shall entitle the supplier, at its choice (i) to withdraw from the contract and demand the immediate return of the delivery items or (ii) to provide further services as per the contract only against payment in advance. The provision of services against payment in advance does not exclude a subsequent withdrawal from the contract.

§ 6 Liability for defects

For material defects and legal defects in the delivery, the supplier shall provide warranty, to the exclusion of further claims - subject to § 7 - as follows:

6.1 Defects

6.1.1 The data provided by the supplier regarding the characteristics of the delivery item correspond to the results of his measurements and calculations and are to be understood as agreed qualities for the delivery item, but not as a guarantee.

6.1.2 Claims asserted by the purchaser on account of a defect in the goods presuppose that the purchaser has properly fulfilled its obligations to inspect and complain pursuant to Art. 1495 of the Civil Code, as well as pursuant to para. 6.1.3 below.

6.1.3 At the supplier's choice, those parts shall be repaired or replaced with new parts, free of charge, which, as a consequence of a circumstance already existing at the time of the transfer of risk, prove to be defective. The discovery of such defects shall immediately, within a maximum of 48 hours after receipt, be communicated to the supplier in writing and in a clearly and comprehensibly documented form. Replaced parts shall become the property of the supplier.

6.1.4 For essential products of third parties, which are an integral part or accessory of the delivered goods or are otherwise supplied with the goods, liability for defects of the goods shall lie exclusively with the third-party sub-supplier. The supplier's liability in such cases is only subsidiary in the event of non-performance of the third-party sub-supplier.

6.1.5 The guarantee is fulfilled by mere replacement of the defective part and elimination of the malfunctioning. The supplier shall not guarantee any other damage, whether direct or indirect, which is presumed to result from the malfunctioning, nor shall it assume any other indirect liability. For the

performance of all repairs and replacement deliveries that appear necessary to the supplier, the purchaser shall, after agreement with the supplier, grant the supplier the necessary time and opportunity; otherwise the supplier shall be released from liability for any resulting damage. Only in urgent cases of endangering operational safety and/or to protect against disproportionate damage, of which the supplier shall be notified immediately, shall the customer have the right to remedy the defect itself or to have it remedied by a third party and to claim compensation from the supplier for the expenses incurred for this purpose.

6.1.6 Of the costs directly incurred for the repair and/or replacement delivery, the supplier shall bear - if the claim proves to be justified - the costs of the replacement part including shipping to the place of performance. The supplier shall also bear the proportionate costs of disassembly of the defective part supplied and the costs of assembly of the replacement part, if assembly of the defective part supplied was originally contained in the contract.

The assumption of additional costs by the supplier within the scope of repair and/or replacement delivery is expressly excluded.

6.1.7 The customer shall, within the limits of the statutory provisions, have the right to rescind the contract if the supplier lets an appropriate period for repair or replacement delivery lapse because of an essential defect in the goods, and the failure to comply with the time limit is attributable to the supplier alone. In the case of a non-essential defect, the purchaser shall only be entitled to a reduction of the contractually agreed price if the supplier allows an adequate period for repair or replacement delivery to elapse without result.

6.1.8 For defects that are attributable to interventions or construction projects that the purchaser has expressly demanded, or that occur on materials or products provided by the purchaser, or whose use has been expressly demanded by the purchaser contrary to the supplier's instructions, the supplier shall give no guarantee.

By way of example and without limitation, the seller assumes no warranty in particular in the following cases: inappropriate or incorrect use, incorrect assembly and/or commissioning by the purchaser or a third party, non-use of original parts and materials, natural wear and tear, incorrect or negligent handling, incorrect maintenance, inappropriate means of work, lack of construction work, inadequate foundations, omitted or insufficient securing of data files by the purchaser; omitted or insufficient checking of programs and data for computer viruses (as defined in § 9.3) by the purchaser, unusual influences of any kind (e.g. vibrations from components of other manufacturers, infiltration of foreign bodies), chemical, electrochemical or electrical influences - insofar as these are not due to the supplier.

6.1.9 If the purchaser or a third party carries out repairs on the delivery item without the prior consent of the supplier, there shall be no liability of the supplier for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

6.1.10 The purchaser is obliged to return the defective part to the supplier at the supplier's request.

6.1.11 Subject to § 8.2, the present guarantee provisions apply to the elimination of defects.

6.2 Legal Defects

6.2.1 If the use of the delivery item leads to an infringement of industrial property rights, such as patents or copyrights of third parties, the supplier shall procure at his own expense for the purchaser in principle the right to further use or the right to modify the delivery item in a manner acceptable to the

purchaser and such that the infringement of industrial property rights no longer exists.

Should this not be possible under economically reasonable conditions or within a reasonable time period, the purchaser shall be entitled to withdraw from the contract. In the same situations, the supplier shall also be entitled to withdraw from the contract.

The supplier shall further indemnify and hold the purchaser harmless against claims by the owner of the industrial property rights, if such claims are not contestable or if such claims have been dismissed by a final judgement.

6.2.2 The supplier's obligations under § 6.2.1 shall - subject to § 7 - absorb any and all further obligations in the event of infringement of industrial property rights or copyrights.

They only exist if

- the purchaser shall notify the supplier immediately, within no more than 48 hours of receipt of the third party's complaint, of the industrial property rights or copyright infringements complained of,
- the purchaser shall support the supplier to an adequate extent in the defence of the rights claimed and/or allow the supplier to carry out the modifications referred to in § 6.2.1,
- remains reserved to the supplier the right to make use of defence measures, including out-of-court settlement and settlement of disputes,
- the legal defect is not based on an instruction by the buyer or on the fact that the infringement results only from the combination by the buyer of the object of the supply with goods or supplies outside the scope of the supplier's supply,
- the infringement of rights was not caused by the purchaser changing the object of delivery on its own initiative or using it in a manner inconsistent with the contract.

6.2.3 The supplier does not warrant that the end products manufactured by the purchaser on the delivery item are free of third-party industrial property rights, including the production process used to manufacture them.

§ 7 Liability

7.1 If the object of delivery cannot be used by the purchaser as stipulated in the contract due to the supplier's fault, as a result of failure to implement or incorrect implementation of the proposals and advice that took place before or after conclusion of the contract, or due to violation of other ancillary contractual obligations - in particular the operating and maintenance instructions for the object of delivery - the provisions of §§ 6 and 7.2 shall apply *mutatis mutandis* to the exclusion of further claims by the purchaser.

7.2 The supplier shall be liable - irrespective of their legal basis, including liability for vicarious agents and liability for unauthorised actions - for damages that have not occurred on the delivery item itself only in the event of

- malice,
- gross negligence,
- faults fraudulently concealed by the supplier.

7.3 Further claims for damages, irrespective of their legal basis, are excluded. If liability for damages on the part of the supplier is excluded or limited, this shall also apply with regard to personal liability for damages on the part of the supplier's employees.

§ 8 Prescription

8.1 All claims of the purchaser with regard to liability for defects pursuant to §§ 6 and 7 above - irrespective of their legal basis - are subject to a limitation period of 12 (twelve) months from the date of commissioning or 24 (twenty-four) months from the date of delivery in the case of complete assemblies for initial installation, and of 6 (six) months from the date of commissioning or 12 (twelve) months from the date of delivery in the case of replacement parts and rotating assemblies.

For pure labour services, the warranty period is 6 (six) months from the date of execution of the works.

8.2 If, within the scope of the supplier's rectification of defects, the purchaser's claims due to defects arise again, all claims arising from these shall lapse no later than 6 (six) months after rectification of the defects, such claims being limited exclusively to the defects directly arising in the context of the repair.

§ 9 Using the software

9.1 If software is included in the delivery, the purchaser is granted a non-exclusive right to use the delivered software, including its documentation. The software is granted for use on the delivery item intended for this purpose. The use of the software on more than one system is forbidden.

9.2 The purchaser may only duplicate, process, translate the software or convert the object code into source code to the extent necessary for the operation of the object of delivery. The purchaser undertakes not to remove manufacturer's data - in particular copyright symbols - or change them without the prior written consent of the supplier.

All other rights to the software and documentation, including copies, shall remain with the supplier and/or software provider. The granting of sublicences is prohibited.

9.3 The supplier shall check the software before it is made available to the customer, by means of suitable, up-to-date protective measures corresponding to the current state of the art, for computer viruses, trojans, false viruses (hoaxes) and similar malicious programming, parts of programmes and functions that could lead to the loss or falsification of data or programmes or compromise systems or parts thereof (hereinafter referred to as "computer viruses").

Nevertheless, with these measures it is not possible to exclude either the risk that the software contains unknown or mutated computer viruses, or the risk that such computer viruses, at a later point in time, enter a system (operating or control) of the purchaser and can therefore possibly modify or delete software programme data or other data or programmes or compromise systems.

9.4 The purchaser is therefore also obliged on his part to take protective measures against computer viruses and other destructive data. The same shall be obliged, before running the supplied software and before opening files, to check that they are not infected with viruses. This also applies to software that the same intends to use within its (operating or control) systems, where such software may affect the functionality of the supplier's software.

9.5 In order to protect himself against loss of data due to computer viruses, the purchaser is obliged to make back-up copies himself on a regular basis. In the event of loss or manipulation of data, the supplier shall only be liable for the costs incurred by the purchaser in restoring the correct data, having properly backed up the data. Any further liability for damage caused by computer viruses shall be excluded.

§ 10 Processing of personal data

10.1 Pursuant to Legislative Decree 196/2003 (Personal Data Protection Code), Driventic may collect and process the personal data of the Buyer for the purpose of executing the contractual relationship. By signing these General Terms and Conditions, the Buyer confirms that he has been fully informed of the rights reserved under Section 7 of the aforementioned Code. The data processor, which may also be carried out through electronic means, is Driventic S.R.L., Via G. Lambrakis, 2, 42122 Reggio Emilia, in the person of the pro-tempore legal representative or the data processor in charge from time to time. The collected data may be shared with companies of the Driventic Group or with third parties such as, for example, financial institutions, it being understood that the purpose of the processing is limited to the execution of the contractual relationship

§ 11 Express termination clause

11.1. In addition to other cases already regulated in these General Terms and Conditions of Delivery, if the financial circumstances of the Buyer become such that the proper performance of the delivery is endangered or if bankruptcy or other insolvency proceedings are filed, Driventic shall be entitled to terminate the contract *de jure* pursuant to Section 1456 of the Civil Code by simple written notice to the Buyer and claim compensation for the damage suffered.

§ 12 Corporate Responsibility; Code of Ethics

12.1 In signing these General Terms and Conditions of Supply, the purchaser undertakes to observe, in addition to the applicable laws and regulations, the rules of conduct defined and communicated by the supplier and aimed at ensuring compliance with the aforementioned laws and regulations in order to prevent the commission of offences in the interest or to the advantage of the company.

In particular, the purchaser undertakes to comply with all the provisions contained in the supplier's Code of Business Ethics in implementation of Legislative Decree No. 231/2001, as communicated to the purchaser by means of this link <http://www.italia.voithturbo.it>.

§ 13 Applicable law, competent court

13.1 In addition to these provisions, Italian law shall apply to all legal relations between the supplier and the purchaser, the application of the rules of private international law/collision law and the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 being expressly excluded.

13.2 Without prejudice to a place of jurisdiction compulsory by law, all legal disputes arising out of or in connection with the contractual relationship between the Supplier and the Purchaser shall be settled exclusively before the Court of Reggio Emilia.

§ 14 General Provisions

14.1 Unless otherwise specified in the order confirmation, the place of performance for mutual obligations arising from the contractual relationship is the supplier's place of business. This shall also apply when clauses customary in commercial transactions have been agreed upon.

14.2 Statements for the purpose of justifying, granting or exercising rights shall be in writing. The requirement of the written form is also fulfilled by the text format by telematic data transmission, unless the written form is required by law.

14.3 The purchaser may not transfer its contractual rights to third parties without the prior written consent of the supplier.

14.4 If any of the contractual provisions in these General Conditions of Supply are invalid, this shall not affect the validity of the contract itself and the other contractual provisions.

14.5 If the Buyer cancels an order due to reasons beyond Driventic's control, a cancellation fee of 20% (twenty percent) of the order value with a minimum of Euro 200.00 (two hundred/00) shall be charged to the Buyer if the material is of normal market value. In the case of specially procured material, the penalty shall be 75% (seventy-five per cent) of the value.

14.6 The purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or technology sold, supplied, transferred or exported to the purchaser by the Seller that fall under the scope of Article 12 g of Council Regulation (EU) No. 833/2014 as amended from time to time (for the latest version of Council Regulation (EU) No. 833/2014 see <https://eur-lex.europa.eu/oj/direct-access.html> and <https://eur-lex.europa.eu/homepage.html?locale=en>). The purchaser shall undertake its reasonable efforts to ensure that the purpose of preceding sentence is not frustrated by any third parties further

down the commercial chain, including by possible resellers, and shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the preceding sentence. The purchaser shall immediately inform the Seller about any problems in applying the two preceding sentences including any relevant activities by third parties that could frustrate the purpose of the two preceding sentences. The Purchaser shall make available to the Seller information concerning compliance with the obligations under this paragraph within two weeks of the simple request of such information. Any violation of any of the four preceding sentences shall constitute a material breach of an essential obligation of the purchaser, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to (i) a termination of the contract and (ii) a penalty of 10 % of the total value of the contract or price of the goods or technology exported, whichever is higher. The obligations set forth in this paragraph shall come in addition to any other obligations which purchaser might have otherwise under the contract. In case of

any contradiction of the stipulations of this paragraph with any other obligation which purchaser might have under the contract, the stipulations of this paragraph shall prevail.

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Reggio Emilia – 15 January 2026

Signature for acceptance

The purchaser (stamp and signature)

(Price and payment); § 3. (Delivery times, delivery delays, force majeure); § 4. (Passing of risk, testing, packaging); § 5. (Reservation of title, assignment of credit, withdrawal of supplier); § 6. (Liability for defects); § 7. (Liability); § 8.

Signature for acceptance

The purchaser (stamp and signature)