ALTICOLOR

GENERAL TERMS AND CONDITIONS OF SUPPLY

Rev. dated 2026/11/23

INTRODUCTION

These General Terms and Conditions of Supply (hereinafter the "Terms and Conditions") govern and form an integral part of all contracts entered into between the Supplier, Al Ti Color S.r.l., and the Customer, in relation to the treatment and surface finishing of metallic materials.

1. DEFINITIONS

In addition to the terms and expressions defined elsewhere in this Contract, the following capitalised terms, whether in the singular or plural, shall have the meanings specified for each of them below:

- "**Customer**" means the natural or legal person for whom the Supplier carries out the Supply.
- **"Order Confirmation"** means the document by which the Supplier confirms the Customer's Order, including any amendments thereto.
- **"Contract"** means any supply agreement concluded between the Supplier and the Customer in accordance with the terms set out in Article 4 below – which incorporates these Terms and Conditions – including Order Confirmations and any supplementary written agreements or transport documents ("DDT").
- **"Supply"** means the processing, finishing and treatment operations carried out by the Supplier on the Materials supplied by the Customer in accordance with its standard Procedures, including but not limited to: anodic oxidation of titanium and aluminium, sandblasting, etching, passivation, polishing and surface treatments of metals in general.
- "**Supplier**" means Al Ti Color S.r.l.
- "**Order**" means the request made by the Customer to obtain one or more Supplies from the Supplier in respect of its Materials.
- "**Parties**" means the Supplier and the Customer.
- **"Procedures"** means the methods, specifications and processing techniques that constitute the Supplier's *know-how* and which are adopted in the performance of the Supply; these are kept at the Supplier's premises and are available for inspection on site during the audit phase.
- **"Materials"** means semi-finished products, components or any other tangible goods delivered by the Customer to the Supplier for the purpose of carrying out the Supply.

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

2.1 These Terms and Conditions are deemed to be incorporated into every Contract relating to Supplies carried out by or on behalf of the Customer. Upon signing each Contract, the Terms and Conditions set out there in shall be deemed final and irrevocable for the entire duration of the contractual relationship.

2.2 Any prior agreement is automatically superseded by these Terms and Conditions and shall not be binding on the Supplier, unless expressly acknowledged in writing. These Terms and Conditions shall prevail over any terms and conditions – whether in conflict or not – contained in any document sent by the Customer, or implied by any course of dealing or commercial custom.

2.3 The Customer expressly waives the application of its own general and special terms and conditions of purchase, which shall be deemed to have no effect between the Parties. Any amendment or addition to these Terms and Conditions proposed by the Customer shall be ineffective without the Supplier's express written acceptance.

2.4 These Terms and Conditions are published on the Supplier's official website www.alticolor.com so that the Customer may review them in full prior to the conclusion of each Contract and are therefore deemed to be known and applicable even where not expressly referred to or attached. By submitting an Order or delivering the Materials to the Supplier, the Customer declares that it has read these Terms and Conditions and accepts them in full. They shall remain in force until revoked by the Supplier or replaced by new General Terms and Conditions.

2.5 Any amendment to these Terms and Conditions shall be valid and effective only if made in writing and signed by both Parties.

3. SUBJECT MATTER OF THE CONTRACT – PROCEDURES

3.1 The Supplier undertakes to carry out the Supply in accordance with the orders and specifications received in writing from the Customer and accepted by Al Ti Color S.r.l.

3.2 In carrying out the Supply, the Supplier shall follow the Procedures, reserving the right to decide at its own discretion the attachment points for clamps and vises for stabilization of the Materials during manufacturing process, unless such points are specified by the Customer in the specific technical drawings, which must indicate the required oxide thicknesses, dimensions, tolerances and any specific processing instructions.

3.3 Any request by the Customer to deviate from the Procedures, thereby altering their characteristics and/or quality standards, must be assessed in advance and agreed in writing between the Parties. In such cases, the Customer shall bear sole responsibility for the final outcome of the manufacturing process.

3.4 The Supplier accepts no liability for non-conforming results arising from Customer Materials that are defective, do not comply with the stated specifications or are otherwise unsuitable for the requested processing. The Customer is solely responsible for the suitability of the Materials delivered to the Supplier and shall specify the type of material supplied on the transport document (DDT) accompanying the delivery of the Materials. The Supplier accepts no liability for any adverse consequences arising from the failure to specify the material on the DDT, or from any discrepancy between the material specified and that actually delivered, given that each type of material requires a specific processing method. Where such unsuitability is immediately and readily apparent, the Supplier shall notify the Customer in writing, within 5 (five) working days of receipt of the Materials, of any unsuitability of the Materials for the requested processing. In the absence of such notification within the specified time limit, the Materials shall be deemed to have been accepted as suitable, it being understood that such acceptance does not preclude the Supplier from raising subsequent objections, should any non-conformities in the Materials only come to light during or following the manufacturing process.

4. QUOTATIONS AND ACCEPTANCE OF ORDERS

4.1 The Contract may be concluded:

a) upon the Supplier's express written acceptance of the Customer's order by means of a specific Order Confirmation.

b) upon Al Ti Color's request for amendments or additions to its Order Confirmation in relation to the Customer's order, to be regarded as a counter-proposal by the Supplier. The Customer must notify the Supplier in writing of its acceptance or rejection within 5 (five) working days of receipt. If this period elapses without written notification from the Customer, the counter-proposal shall be deemed accepted. Any amendments to the Contract proposed by the Customer shall not apply, unless expressly accepted in writing by the Supplier.

c) upon delivery of the Materials to the Supplier accompanied by a transport document (DDT) and upon the Supplier commencing work without further objection; in such a case, the

Contract shall be deemed to have been concluded by implied consent *("facta concludentia")* and the consideration, in the absence of a prior quotation, shall be determined on the basis of the work actually performed, upon completion of the work, taking into account the provisions of paragraph 5.1 below.

5. PRICES AND TRANSPORT COSTS

5.1 The prices for the work are those indicated in the quotation and/or the Order Confirmation and include, unless otherwise agreed in writing, the cost of standard packaging. Standard packaging refers exclusively to the wrapping of individual items in sheets of paper and their orderly arrangement inside cartons, excluding any further processing, protection or packaging material. Any alternative method of packaging requested by the Customer shall constitute special packaging within the meaning of Article 10 below, and the relevant costs shall be charged accordingly. Prices are determined taking into account, amongst other factors, the cost of labour, the specific cost of raw materials and consumables, as well as the transport costs in force at the time of conclusion of the Contract and the cost of electricity.

5.2 The Supplier reserves the right to adjust prices should, in the period between the conclusion of the Contract in accordance with paragraph 4.1 and the delivery of the Supply, there be changes exceeding 5 per cent in the cost of raw materials or other factors determining the price, as documented by official price lists or sector indices. The Supplier shall notify the Customer in writing of such changes. Should the notified change exceed 30 per cent of the confirmed price, the Customer may cancel the order within 3 (three) days of receiving the relevant notification, subject to the obligation to pay the Supplier compensation equal to the costs already incurred for partial fulfilment. Once this period has elapsed without written notice of withdrawal, the new price shall be deemed to have been accepted by the Customer.

5.3 The Customer acknowledges and accepts that prices may also vary after the first test run, when the process parameters – which are not always apparent from the drawings at the time of the quotation – are definitively established. Any such changes will be communicated to the Customer in accordance with the procedures set out in paragraph 5.2.

5.4 Unless otherwise agreed in writing, transport costs shall always be borne by the Customer, even where transport is arranged by the Supplier at the Customer's request.

5.5 For supplies of a significant value and for recurring orders over time, the contractually agreed price shall be increased annually by 100 per cent (one hundred per cent) of the change in the ISTAT consumer price index for blue-collar and white-collar households (FOI). Any negative changes in the ISTAT index that would result in price reductions shall not be taken into account.

6. TERMS AND METHODS OF PAYMENT – [RIGHT OF WITHDRAWAL]

6.1 Payments shall normally be made in euros, unless the Supplier elects to request payment in the Customer's reference currency at the exchange rate in force at the time the Contract is concluded.

6.2 Invoices must be paid in full in accordance with the terms and conditions set out in the Order Confirmation or, in the case *referred* to in sub-paragraph 4.1(c), in accordance with the terms set out in the quotation, even if the total consideration for the Supply is determined on a lump-sum basis upon completion of the work. Time for payment shall be of the essence pursuant to Article 1457 of the Italian Civil Code: failure to pay on time shall entitle the Supplier to (i) declare the Contract terminated with immediate effect, and/or (ii) suspend delivery of the processed products until all amounts due and unpaid have been settled in full, without the Supplier bearing any liability for any damages the Customer may suffer as a result of the suspension. The Customer may not withhold or delay payment of the sums due to Al Ti Color S.r.l. and waives the right to raise any defence or objection of whatever nature.

6.3 In the event of late payment, default interest at the rate specified in Article 5 of Legislative Decree No. 231/2002 shall be charged to the Customer automatically and without the need for prior notice, with effect from the day following the due date.

6.4 In the event of established payment difficulties on the part of the Customer, or should the Customer's guarantees of solvency or financial capacity cease to exist or diminish, the Supplier shall be entitled to suspend or cancel orders in progress, or to make the delivery of the products conditional upon the provision of adequate payment guarantees, any objection on the part of the Customer being hereby waived.

6.5 Once the Contract has been concluded in accordance with the terms set out in paragraph 4.1, any cancellation of the Order or withdrawal from the Contract by the Customer shall give rise to an obligation to pay the Supplier a sum, by way of compensation, equal to:

- 5 per cent (five per cent) of the total price set out in the Order Confirmation (excluding VAT) if work on the Materials has not yet commenced;

- 50 per cent (fifty per cent) of the total price set out in the Order Confirmation (excluding VAT) if 50 per cent of the Supply has already been completed;

- 100 per cent (one hundred per cent) of the total price set out in the Order Confirmation (excluding VAT) if 60 per cent of the Supply has already been completed.

6.6 Payments may not be delayed or suspended by the Customer, even in the event of a dispute, complaint or delay in delivery.

7. DELIVERY OF THE SUPPLY

7.1 The delivery dates for the Supply are purely indicative and non-binding. Al Ti Color S.r.l. shall therefore not be held liable for failure to deliver within the specified timeframes or on the dates indicated, which shall not be deemed to be of the essence, unless otherwise agreed in writing between the Parties.

7.2 In the event of delivery times exceeding those indicated, a new delivery date shall be agreed with the Customer, and such delay shall not give rise to claims for penalties or compensation, except in cases of wilful misconduct or gross negligence on the part of the Supplier.

7.3 In the event of changes to the products and/or the agreed processes made after the date of conclusion of the Contract, the delivery period shall be automatically extended by the time required to carry out the requested changes.

7.4 Unless otherwise agreed in writing between the Parties, delivery of the Supply shall be Ex Works – Cervarese Santa Croce (PD – Italy).

7.5 Should the Customer refuse or be unable to take delivery of the processed products within 8 (eight) calendar days of notification that the goods are ready for delivery, or should the Customer fail to fulfil the obligations relating to delivery or dispatch within the same period, Al Ti Color S.r.l. shall be entitled to: (I) terminate the Contract immediately; (II) charge the Customer, as a consequence of the aforementioned breach, the full amount for the relevant processing work by means of an invoice to be issued in the month in which the aforementioned deadline expires. The Customer acknowledges, also pursuant to Article 1382 of the Italian Civil Code, that the amount of the contractual penalty referred to in this paragraph is fair and reasonable, in view of the serious direct and/or indirect damage suffered by the Supplier as a result of the Customer's failure to collect the materials.

7.6 Unless otherwise agreed, Al Ti Color S.r.l. may effect delivery in several instalments. Unless otherwise agreed with the Customer, invoicing shall take place on a monthly basis, by means of a single summary invoice covering all deliveries made during the relevant month.

8. TRANSFER OF RISK

8.1 The risk of loss and/or damage to the processed products passes to the Customer upon delivery in accordance with Article 7. Should the transport, or part thereof, be arranged by the Supplier at the Customer's request, risk passes to the Customer upon handover of the goods to the first carrier. Any claims for breakage, damage, tampering or missing items must be reported to the carrier within the time limits laid down by law and notified in writing to the Supplier within 24 (twenty-four) hours of delivery, failing which all rights shall lapse.

8.2 The Supplier shall be entitled to retain the Customer's Materials, whether processed or in the course of processing, until all due and unpaid payment obligations – including late payment interests and any costs – arising from any Contract concluded with that Customer have been fulfilled in full. The right of retention referred to in this paragraph extends to all the Customer's Materials in the Supplier's possession, irrespective of the specific Contract to which the outstanding debt relates.

9. WARRANTY AND LIMITATION OF LIABILITY – SAMPLES

9.1 The Supplier carries out the work in accordance with its standard Procedures and the specifications agreed in writing with the Customer. The Supplier shall not be held liable for any discrepancies or results that do not meet the Customer's expectations arising from: (i) inherent characteristics or defects in the Customer's Materials; (ii) inaccurate or incomplete technical specifications provided by the Customer; (iii) the Customer's choices regarding materials, alloys or treatments not guaranteed by the Supplier.

The Supplier further specifies that:

- Whenever the processing of a new product is requested, to ensure repeatability, a sample test will be carried out and the process parameters will be established. An Al Ti Color S.r.l. recipe number will be assigned to the part code and must be indicated in all subsequent documents. The sample, divided in half, shall be countersigned for acceptance by the Customer and by Al Ti Color S.r.l.
- The Supplier shall not be liable for any imperfect correspondence in the colour, gloss or opacity of the surface finish following treatment, where such characteristics depend on variables intrinsic to the treated Material.
- The only alloy guaranteed by the Supplier for anodising is that designated EN AW 6060. The Supplier gives no warranty in respect of any other type of alloy.
- Any scratches or extrusion defects that may appear after anodising may be caused by the quality of the alloy and/or the material's production processes; such non-conformities are not attributable to the anodising process.
- The Supplier guarantees that the parts are free from scuffs and dents only if, upon arrival of the Customer's Materials at its warehouses, such imperfections are not already present. Otherwise, production will be suspended and the Customer will be notified promptly in writing, accompanied by photographic evidence, pending the Customer's written authorisation to proceed.

9.2 Should the Supply fail to comply with the agreed specifications and the Customer wish to raise an objection, the Customer must, prior to taking any action, provide documentary evidence – including laboratory analysis at its own expense – that the composition of the Material delivered corresponds to the composition stated in the Order.

9.3 For each calendar year of an ongoing relationship, or for each individual order in the case of one-off supplies, a maximum tolerance threshold for rejects is set at 5 per cent (five per cent) of the total annual number of items processed for the Customer. Within this tolerance limit, the Customer undertakes not to raise any objections against the Supplier. Should this limit be exceeded, the Supplier shall be liable solely for the non-conforming items exceeding the

threshold, to the extent of the unit cost of the processing carried out (excluding VAT), with the express exclusion of any further damages and/or costs.

9.4 The processing carried out by Al Ti Color S.r.l., given the nature of the treatments performed, is guaranteed: (i) against manifest defects, provided that the relevant complaint is made within 8 (eight) days of delivery, failing which the Customer's rights shall be forfeited; (ii) against latent defects, within a maximum period of 6 (six) months from delivery.

No warranty other than that provided for in this Article may be invoked by the Customer.

9.5 In the event of defects duly reported in accordance with the preceding paragraph, the Supplier shall be entitled to choose whether to re-perform the work or to deduct from the payment due to it the cost of the work that has not passed the Customer's quality control.

Any liability on the part of the Supplier for direct or indirect damages – including loss of profit, loss of production, damage to third parties and any consequential loss – is expressly excluded, save in cases of wilful misconduct or gross negligence. The Supplier's total liability under any Contract is in any event limited to the unit cost of the work carried out solely on the items declared non-conforming, excluding VAT.

10. PACKAGING

10.1 The Customer shall bear the costs arising from any special packaging or packaging different from the standard packaging used by the Supplier, where required by particular delivery arrangements. Any special packaging requirements must be specified by the Customer in detail in the drawings or, failing that, in the transport documents.

11. *FORCE MAJEURE*

11.1 No breach of these Terms and Conditions shall give rise to termination or compensation for damages where it is attributable to the occurrence of *force majeure* or fortuitous events (including, but not limited to: strikes, epidemics, pandemics, embargoes, armed conflicts, terrorist acts, fires, government or supranational measures, cyber-attacks of external origin and any other unforeseeable and unavoidable event not known at the time of conclusion of the Contract), provided that no negligent conduct of the defaulting Party has contributed thereto.

11.2 The Party invoking the exemption is required to notify the other Party of the existence of the impediment and its effects as soon as possible and, in any event, within 5 (five) working days of the event occurring. A similar notification must be given as soon as the cause of the exemption ceases to exist.

11.3 Should the *force majeure* or fortuitous event persist for more than 60 (sixty) days, either Party shall be entitled to terminate the Contract by written notice sent by registered post with acknowledgement of receipt or via certified email (PEC), without any penalty or compensation being due. In such a case, the Supplier shall be entitled to payment for the Supply delivered up to that point, without any further financial claims between the Parties.

12. SUBCONTRACTING

12.1 The Supplier reserves the right to engage trusted subcontractors or third-party contractors for the partial or total performance of the Supply, without prejudice to its liability towards the Customer in accordance with these Terms and Conditions. In such cases, the Supplier shall give prior notice to the Customer if it intends to use subcontractors or third-party contractors for the performance, even partial, of the Supply, and may do so only with the Customer's prior written consent.

13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

13.1 Each Party undertakes not to disclose, either directly or indirectly, and to treat as confidential all technical information, drawings, models, prototypes, samples and technical or commercial know-how received from the other Party, both during the term of the Contract and after its termination, without any time limitation.

13.2 The Customer, for whom customised products have been processed, warrants and undertakes to indemnify and hold harmless the Supplier and/or its employees, officers and agents, on first demand, from and against any liability, cost and/or expense arising from third-party claims for unfair competition or infringement of industrial or intellectual property rights (including, by way of example, trade marks, patents, ornamental designs, trade secrets pursuant to Articles 98 and 99 of Legislative Decree No. 30/2005 or *know-how*).

13.3 Unless otherwise agreed in writing, the Supplier shall be the sole owner of any improvements, adaptations and/or additions made to the design or project or to the Materials supplied by the Customer in the course of the performance of the Supply. Such improvements may not be used by the Customer, either directly or indirectly, without the Supplier's prior written consent.

13.4 Any drawing or technical document shall remain the property of the Party that supplied it. The drawings, technical documents or other technical information received may not be used, copied, reproduced, transmitted or disclosed to third parties without the written consent of the Party that supplied them.

14. PROTECTION OF PERSONAL DATA

14.1 The Customer's personal data will be processed by Al Ti Color S.r.l. in its capacity as Data Controller, in accordance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree No. 196/2003, as amended, for purposes relating to the management of the contractual relationship, invoicing and compliance with legal obligations. The full privacy notice is available at www.alticolor.com.

15. MISCELLANEOUS

15.1 These Terms and Conditions may be amended, modified, replaced, renewed or extended only by a written document signed by both Parties.

15.2 In accordance with the terms and conditions set out in these Terms and Conditions, each Party agrees to use its best endeavours to take, or procure the taking of, all necessary steps under applicable law to ensure that the conditions set out in this document are met and to execute the transactions provided for herein as quickly as possible.

15.3 These General Terms and Conditions of Supply supersede any previous exchange of documents, discussions and/or agreements reached by the Parties in relation to the matters covered herein. This document, including the Order Confirmation and/or any other offer documentation – which shall be deemed to form an integral part thereof, unless otherwise expressly stated by the Parties – contains the entire agreement in relation to the subject matter herein.

15.4 The provisions of these Terms and Conditions are intended solely for the benefit of the Parties to the Contract, their successors and/or assigns, and do not confer any rights on third parties.

15.5 The headings and sections used in this document have been included solely for the convenience of the Parties, and the Parties agree that such headings shall not affect the meaning or interpretation of this Contract.

15.6 The invalidity of any provision of these Terms and Conditions shall not affect the validity of the remaining provisions.

15.7 The Contract to which these General Terms and Conditions of Supply refer may not be assigned without the prior written consent of the other Party.

16. GOVERNING LAW AND EXCLUSIVE JURISDICTION

16.1 Each Contract and these Terms and Conditions are governed by Italian law, to the exclusion of any rules of private international law that would refer to the application of a foreign law and to the exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 For any disputes that may arise in relation to the Contract or these Terms and Conditions, including any amendments and implementing provisions, and including those concerning validity, effectiveness, interpretation, performance and termination, the Parties agree that the Courts of Padua shall have exclusive jurisdiction, save where a different forum is mandatorily prescribed by law.

Al Ti Color S.r.l.

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The Customer

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SPECIFIC APPROVAL PURSUANT TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE

The Customer hereby declares that it specifically approves, in accordance with and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses of these Terms and Conditions: Article 2.3 (waiver of the Customer's own general terms and conditions of purchase); Article 4.1(b) (tacit acceptance upon expiry of the time limit); Article 5.2 (the Supplier's right to unilaterally adjust prices); Article 6.2 (essential nature of the payment term, immediate termination and suspension of delivery); Article 6.5 (compensation for withdrawal or cancellation of the order by the Customer); Article 7.1 (non-binding nature of delivery terms); Article 7.5 (penalty for failure to collect goods within the stipulated time); Article 8.1 (forfeiture of all rights for failure to report transport damage within 24 hours); Article 8.2 (Supplier's right of retention); Article 9.3 (5% tolerance on rejects); Article 9.4 (forfeiture of rights for failure to report patent defects within 8 days; warranty period reduced to 6 months for latent defects); Article 9.5 (limitation of the Supplier's liability); Article 16.2 (exclusive jurisdiction of Padua).

Place and date: _____

The Customer

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