



MINERALI INDUSTRIALI S.r.L.

**GENERAL CONDITIONS OF PURCHASE APPLICABLE TO MINERALI
INDUSTRIALI S.R.L. AND ITS SUBSIDIARES AND ASSOCIATES**

(October 2020)

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1. INTRODUCTION AND DEFINITIONS

1.1 The general conditions of purchase set forth hereunder are an integral part of the orders awarded by Minerali Industriali S.r.l. (“Minerali Industriali”) to the supplier and apply to the relevant relationships.

Any additions, exceptions and / or changes must be agreed between MINERALI INDUSTRIALI and the individual supplier and, in any case, must be accepted in writing by MINERALI INDUSTRIALI. Pending a contractual definition, the Conditions provided herein and referred to in each order are applied until the new and different provisions are accepted.

These General Purchase Conditions shall prevail over any conflicting Conditions of Sale of the individual Supplier, even if referred to and / or confirmed in the order confirmation and / or in other documents.

1.2 For the purpose of these conditions and the specific conditions of the order, the terms hereunder, regardless of whether in singular or plural form, shall have the following meaning:

- “Confidential Information”: any information of any kind (commercial, financial, technical, operational, managerial, administrative, legal, etc.) and in any form (written or oral, in visual or electronic form, on paper, or on magnetic or digital media, without any exception), including by way of mere example data, know-how, designs, models, plans, formulas, designs, procedures or processes, images, files, archives, databases, software and source codes, materials, samples of materials, products, equipment and all the relevant technical and functional specifications, which the supplier should have access to before or after the date of execution of the order, directly or indirectly, including by accessing the documentation and/or goods of any kind provided, following commercial discussions or during the execution of activities related, connected or consequent to the order, regardless of whether they were specifically identified as “confidential”, “classified”, “privileged” or “price- sensitive”;



– “Production Unit”: headquarters, departments, offices, plants, mines, warehouses and other production sites of MINERALI INDUSTRIALI.

1.3 References to laws and regulations of any type referred to in these conditions shall be deemed to refer to the provisions of such laws and regulations in force at the time of their application.

2. CONTRACT PROCEDURES AND EXECUTION

2.1 MINERALI INDUSTRIALI shall, solely through the Purchasing Department, send any technical documentation necessary for the performance of the order along with such order.

2.2 Unless otherwise specified, the order must be accepted by the supplier within three (3) days from the date of the order itself by returning to the Purchasing Department a copy of the order or of the acceptance form and of the technical documentation duly signed on each page or signing the electronic order by digital signature. The agreement between MINERALI INDUSTRIALI and the supplier will be deemed as executed only upon receipt by MINERALI INDUSTRIALI of such documents. The supplier shall not start performing the contract before having returned to MINERALI INDUSTRIALI the duly signed order, including the section relating to the specific acceptance pursuant to articles 1341 and 1342 of the Italian Civil Code, according to the procedures and terms set forth in these conditions or specified in the order itself.

2.3 All the quantities, measures, types, prices or considerations and information of any kind listed by the supplier in the offer, and all the relevant technical and economic information acquired by the supplier during negotiations, either in writing or verbally, shall have the sole purpose of allowing the parties to attain a better understanding of the specifications of the request or of the offer. The above information shall not be taken in any way as parameters or reference values for future and possible requests or monetary claims.

2.4 The supplier acknowledges that within MINERALI INDUSTRIALI any modifications and/or changes to and/or issuance of orders shall be the exclusive responsibility of the



Purchasing Department. The supplier shall never enter into negotiations or undertake binding engagements with parties other than the Purchasing Department.

- 2.5 Any negotiation whatsoever entered into in breach of article 2.4. hereof shall not be binding on MINERALI INDUSTRIALI; any obligations assumed shall be borne by the supplier.
- 2.6 In any case MINERALI INDUSTRIALI shall not accept or execute payment requests for orders not issued directly by the Purchasing Department.
- 2.7 The supplier, already registered, is obliged to promptly communicate, via PEC, to the following address fornitorimin@min-ind.it, all changes to their personal and administrative data such as, for example, the change of the company name and / or the change of IBAN. The supplier who needs to request changes other than the above and related to the execution of the purchase order must write, via PEC, to the following email address: mineralindustriali@pec.it.
- 2.8 The supplier shall bear exclusive responsibility for the performance of obligations towards Italian authorities associated with its direct or indirect presence and/or with the performance of activities within the Italian territory.
- 2.9 The supplier undertakes to propose and sell products (such as machines, spare parts, supply components, etc.) that are new and that have been, in any case, manufactured in the same year in which the purchase order is concluded, balance different written agreement Between the parts.
- 2.10 The supplier also undertakes to propose and sell products that have been made using materials manufactured in Europe, North America, South America, South Korea or Arab countries. Some components of the product sold can be manufactured outside the aforementioned territorial areas, but the supplier is required to prevent and guarantee the supply.



3. CHANGES TO THE ORDER

- 3.1 MINERALI INDUSTRIALI may modify the contents of the order, provided that this is made in good time, at its sole discretion, prior discussion with the supplier.

4. PLACE OF DELIVERY OF THE GOODS

- 4.1 The place of delivery of the goods shall be the Production Unit or other place specified in the order.

5. DISPATCH AND PACKAGING

- 5.1 The dispatch of the goods supplied shall be performed at the place of delivery indicated by MINERALI INDUSTRIALI, at the expense of the supplier, and under its responsibility in order to guarantee the full integrity of the goods and full compliance with the delivery terms mentioned in the order. The dispatch risks shall be in any case borne by the supplier. Particular conditions, if any, included in the order shall have to be complied with. In the absence of particular conditions, the most suitable means shall be used, upon preliminary notification to the Department in Charge.
- 5.2 The supplier shall give prompt notice of the dispatch to the Department in Charge. Every dispatch shall be accompanied by one copy of the dispatch note, including the references of the order (vendor code, number and location), and the package note, with the list of the goods contained (including the MINERALI INDUSTRIALI Material Code) and the related quantity and weight (according to the unit of measure provided for in the order) and all additional information provided by the order. If the dispatch note should have certain shortcomings, errors or omissions that do not allow to uniquely/precisely identify the goods or to attribute them to a specific order, , MINERALI INDUSTRIALI reserves, at its sole discretion, the right not to take charge of such goods. Together with the copy of the dispatch



note, the supplier - who is also the manufacturer of the goods shipped - must attach a declaration of origin of the goods, which must necessarily be drawn up on the supplier's company headed paper, stamped and signed by the Legal Representative. It is also necessary that the declaration of origin refers to the invoice and the transport document relating to the same goods. Where, on the other hand, the supplier provides multiple supplies to MI, relating to goods of the same origin, the latter may issue a single long-term declaration, with an annual validity.

Where, otherwise, the supplier is not also the manufacturer of the goods shipped, the latter must also attach - together with the aforementioned declaration of origin of the goods - also a substitutive declaration of deed of notoriety, due to the impossibility of producing all invoices to MI of purchase and the declarations of the suppliers from whom it purchased, up to the manufacturer of the goods shipped. The substitutive declaration of deed of notoriety must also be drawn up on the supplier's company's headed paper, stamped and signed by the Legal Representative.

In any case, the supplier is required to distinguish the goods according to whether what is shipped has a preferential origin (which therefore respects the free trade agreements between the EU and the country of destination) or a non-preferential origin, issuing, thus, the related declarations.

- 5.3 MINERALI INDUSTRIALI will not take charge of the goods that are delivered earlier than agreed or in a quantity exceeding that specified in the order.
- 5.4 MINERALI INDUSTRIALI reserves, at its sole discretion, the faculty to take charge of the goods which have been delivered earlier or in excess. In such case, the expenses for storage and for the proper preservation of the goods shall be charged to the supplier, along with the risk of their deterioration and/or destruction.
- 5.5 The delivery of goods is agreed to be done in accordance with the DDP clause (Incoterms 2020) for all goods coming from EU countries, or already released for free circulation in the EU, and with the DAP clause (Incoterms 2020) for all goods coming from non-EU



countries or subject to custom constraints. It is understood that the delivery will be carried out at the warehouse or other location that will be indicated to the carrier by receiving personnel, unless otherwise agreed in writing between the parties.

In case of goods sold by EU suppliers and coming from EU countries other than Italy, the invoice must specify the combined TARIC nomenclature code.

Supplies from countries other than the country of MINERALI INDUSTRIALI, as indicated in the order heading, must be preceded by a notice of at least 10 (ten) days to be sent by e-mail to the Purchasing and Logistics Department, containing the information and the documents necessary for proper logistics management and any customs formalities; without prejudice to the supplier's exclusive liability for the fulfilment of the obligations undertaken, any additional expenses incurred by MINERALI INDUSTRIALI due to the fact that the deliveries in question originate in countries different from the country of the supplier shall be borne by the latter.

- 5.6 In the case of non-EU goods not in free circulation, the invoices must be accompanied by the certificate of origin or by the EU certificate of free circulation of goods.
- 5.7 The goods must comply with the Community and Italian legislation applicable to it.
- 5.8 In all cases where MINERALI INDUSTRIALI does not take charge of the goods, they will be rejected and the associated risks, charges and expenses will remain the sole responsibility of the supplier. Any expenses incurred by MINERALI INDUSTRIALI for the return of such goods will be charged to the supplier.
- 5.9 The extra costs which MINERALI INDUSTRIALI may incur as a result of non-compliance with the provisions of this article 5 shall be charged to the supplier.
- 5.10 The goods shall be packaged in order to guarantee integrity during transport; packaging may be appropriate for the type of transport requested. For transport by sea, the packaging must be seaworthy and water resistant, all wooden packaging will comply with ISPM 15, unless otherwise agreed.



6. ACCEPTANCE OF THE GOODS

- 6.1 The delivery of goods to the receiving personnel does not imply any acceptance, which will be given instead after the positive outcome of the verification of the conformity of the goods with the order and of the absence of defects or faults. MINERALI INDUSTRIALI is entitled to report to the supplier, also after reception and regardless of whether the invoices have been paid, the presence of defects/faults or the non-conformity of the goods with the order, in accordance with article 11. In such case, the supplier must promptly remedy the non-conformity and replace the goods with flaws or defects, having regard to the programming needs of the MINERALI INDUSTRIALI's work.
- 6.2 Whenever the order foresees that the goods are to be installed, assembled or otherwise implemented, with a service that is additional to the supply of such goods, delivery will be deemed made only as of completion of the installation, assembly or implementation. If such services do not ensure the full functionality of the goods, as provided in the order, the rules set out in article 6.1 shall apply.
- 6.3 Whenever the order foresees that the goods are to be delivered separately, it is understood that the order is deemed fulfilled only after its integral execution. With regard to individual delivery terms, the rules set out in art. 7 shall apply.

7. DELIVERY TERMS – LIQUIDATED DAMAGES

- 7.1 The delivery terms of the goods, both final and intermediate, which have been agreed and specified in the order and in any other contractual documents, are to be considered mandatory.
- 7.2 In case of a breach of the aforesaid terms that is not justified by force majeure, a penalty equal to 2% of the total amount foreseen in the order may be applied for each week, or part of a week, of delay up to a maximum of 10%, unless otherwise agreed in the order itself. In the event that the delay should extend beyond the fifth week with respect to the agreed



delivery date or other contractual obligations, MINERALI INDUSTRIALI may declare the contract terminated in accordance with article 17 below and will be entitled to the liquidated damages already accrued and to compensation for any further damages suffered.

8. TESTING

- 8.1 The supplier acknowledges the possibility that the goods object of the order are subjected to testing. Testing shall be performed by the supplier through the entities mentioned in the order or required by law, in compliance with all applicable rules, regulations and procedures. Where permitted, testing shall be performed by representatives of the supplier appointed for this purpose, who will then issue the related private certificate.
- 8.2 The supplier shall bear all the expenses related to the tests, including those due to any test repetitions, the fee due to the entity in charge of the tests performed in the supplier's premises and/or plants.
- 8.3 The officials of MINERALI INDUSTRIALI and the customer can attend the tests, possibly by accessing the premises and facilities of the supplier.
- 8.4 The test run will be proven by a relevant certificate to be sent by the supplier to the Department in Charge. If such certificate is missing, the goods will be considered lacking of the essential qualities for the intended use, with the consequences set out in article 1497 of the Italian Civil Code.
- 8.5 Regardless of the prescribed test, MINERALI INDUSTRIALI reserves the right to verify, at any time and with the methods it deems most appropriate, the compliance of the goods with the conditions of the order.

9. INSPECTION RIGHTS

- 9.1 The Production Unit, which is recipient of the supply, and the Competent Functions have



the right to verify how the order is being performed.

- 9.2 Without prejudice to its liability arising therefrom, the supplier shall give to the delegates of MINERALI INDUSTRIALI and of any of its customers free access to its premises and plants, in order to check the progress and quality of work necessary for the fulfilment of the order
- 9.3 The delegates may perform all tests deemed appropriate in order to verify that the goods supplied comply with the conditions of the order.
- 9.4 The costs incurred for the tests will be borne by the supplier.

10. TECHNICAL DOCUMENTATION

- 10.1 The supplier undertakes to deliver to the Competent Department all the technical documentation relating to the supply, object of the purchase order, at least one week before delivery or collection of the material, otherwise MINERALI INDUSTRIALI reserves the right to suspend payments.
- 10.2 In the event of non-delivery of the relevant technical documentation within the terms provided in the order, the supplier shall be liable to liquidated damages equal to 0.05% of the total consideration provided in the order for every day of delay up to a maximum of 4%, unless otherwise agreed in writing between the Parties.

11. GUARANTEE AND DEFECTIVE PRODUCT LIABILITY

- 11.1 The supplier guarantees to MINERALI INDUSTRIALI that it will duly perform the supply, as for both compliance with technical data and operation requirements, and for the quality of the materials used, processing and operation of each of its parts and of the whole set.
- 11.2 The above guarantee will expire after 24 months from the date of delivery by the supplier to MI of the work to which the supply is intended, according to the applicable laws and regulations.



- 11.3 For the purpose of the foregoing guarantee and upon specific request by MINERALI INDUSTRIALI, the supplier shall be obliged to intervene, immediately or in any case after no later than 10 (ten) working days, in the Production Units or elsewhere, and to repair or replace at its own cost and as quickly as possible any goods with any defects or deviations, provided that the same are reported within 60 days from the moment of their discovery.
- 11.4 The parts repaired or replaced shall be guaranteed at the same conditions as for the supply in article 11.1, for a period equal to that under article 11.2 and starting from delivery of the repaired or replaced part.
- 11.5 If the supplier fails to eliminate the defects or deviations within the stipulated terms, MINERALI INDUSTRIALI shall be entitled, without prejudice to any other of its rights, to take action in this regard directly or through third parties, without further notifications, and charging the related expenses to the supplier in default.
- 11.6 Where it is necessary to take prompt action, even before having notified defects or deviations, MINERALI INDUSTRIALI shall have the same rights and powers mentioned above.
- 11.7 If MINERALI INDUSTRIALI were held accountable for the defects, regardless of when they become apparent, of a product assembled by the supplier or by its sub-suppliers, MINERALI INDUSTRIALI will have a right of recourse against the supplier to which the defective component assembled is attributable.

12. PRICES

- 12.1 The prices mentioned in the order are to be considered as fixed on the whole and not subject to adjustment until complete execution of the order, irrespective of the provisions of article 1467 of the Italian Civil Code. Prices are accepted and inclusive of dispatch, transport and packaging costs and all other charges, costs or expenses.



13. PAYMENT

- 13.1 Payments are made, by bank transfer, from the delivery of the goods towards presentation of the relative invoice, as indicated in the order. In no case MINERALI INDUSTRIALI will be responsible for any delays (or interest rates) in payments due to irregularities or delays in issuing or sending the invoice by the supplier.
- 13.2 The supplier undertakes to promptly send the bill to the Competent Function, complete with bank details as well as to promptly communicate any changes to it. The current account must be in the name of the beneficiary.
- 13.3 In no case, the supplier will be able to complain of the delay in payments if this is attributable to the failure, erroneous, late communication of their bank details.

14. INVOICING AND TAX DOCUMENTS

- 14.1 Invoices and credit notes must be made out exactly as per purchase order:

MINERALI INDUSTRIALI

Piazza Martiri della Libertà, 4 - 28100 NOVARA, Italy

Tax code: 01661310035

- 14.2 The fiscal documents, if issued by an Italian company subject to electronic invoicing, must be sent, with the respective attachments, through the appropriate interchange system using the SDI code A4707H7 (aquatrosettezerosetteaccasette), and any courtesy copy to the Purchasing Function. Tax documents, if issued by an Italian company not subject to electronic invoicing or by a foreign company, must be sent in PDF format to fornitorimin@min-ind.it and may contain only one fiscal document, complete with any attachments. The supplier declares himself aware from now on of the fact that, if the present sending methods of the present paragraph are not respected, the fiscal documents sent to MINERALI INDUSTRIALI cannot be processed automatically.



- 14.3 If, exceptionally, it is not possible to send them in electronic format, the invoices, credit notes and the related attachments may be sent in paper format to the following address: Piazza Martiri della Libertà, 4, 28100 Novara NO, Italia.
- 14.4 The supplies performed by national operators or foreign operators by means of an Italian VAT position or a permanent establishment in Italy must be invoiced by electronic invoicing through the appropriate interchange system using the code SDI A4707H7 indicating the I.V.A. applied and must be subject to stamp duty if due according to the regulations in force.
- 14.5 The supplier in possession of a declaration of intent is required to use it by adding the following wording to the invoice: “Operation not subject to VAT pursuant to article 8-bis, second paragraph, of Presidential Decree no. 633 of the 26th of October 1972”, indicating the details of the declaration of intent, unless:
- the applicable VAT exemption regime is the one set out at art. 8-bis, first paragraph, of Presidential Decree no. 633 of the 26th of October 1972 or a different regime based on the applicable regulations;
 - otherwise indicated in the order.
- 14.6 Unless otherwise stated in the order, services rendered by individuals or entities not established in Italy will be carried out without the addition of Italian VAT or the corresponding foreign tax (TVA, VAT, sales tax, etc.) that, where applicable, is considered included in the price referred to in article 13.
- 14.7 The supplier shall issue separate invoices for any goods delivered with a DAP clause and for whose import MINERALI INDUSTRIALI is responsible.
- 14.8 Each invoice should, in addition to the other data required by law, include the following additional information:
- order number;
 - place of delivery of the goods covered by the order;
 - order number (detectable from the first page of the order);



- serial number and identification of the machine or vehicle plate (only for cars and earth-moving vehicles or more generally for construction sites);
- clear and understandable description of the goods being supplied.

14.9 The supplier acknowledges that if the tax documents should present deficiencies, errors or omissions, also in relation to the information required by article 15.8, or the sending methods provided for in paragraph 15.2 should not be respected, they cannot be processed automatically.

14.10 The supplier declares, as of now, to be aware of the fact that, unless otherwise specified in the order, it will not be granted advances on the contractually envisaged amount; consequently, the supplier undertakes to issue the invoices only after having delivered the goods and technical documentation, after they have been taken over by the Competent Function with the terms and methods provided for in these conditions and in the orders.

14.11 In case of grossly incomplete or incorrect invoices, not corrected by the supplier, MINERALI INDUSTRIALI may, at its sole discretion, reject such invoices. In no event, the failure to formally reject an invoice can be deemed as an acceptance of such invoice or of the supply.

15. INCORRECT OR INCOMPLETE DOCUMENTATION

15.1 Any costs which MINERALI INDUSTRIALI may incur as a consequence of deficiencies, errors and omissions in relation to the documentation submitted by the supplier (invoices, transport documents, certificates of origin, etc.) shall be borne by the supplier.

16. WEIGHT

16.1 For goods invoiced by weight, the price to be paid shall be based on the weight recorded on receipt of such goods by the balance of the place of delivery, unless otherwise provided in



the order.

17. EXPRESS TERMINATION CLAUSE

17.1 The parties agree that the order will automatically be terminated in case of default or breach by the supplier of the obligations set forth in the provision hereunder, in any case without prejudice to MINERALI INDUSTRIALI's right to claim compensation for all the related, connected and consequent damages it incurred:

- article 7 (Delay in delivery);
- article 20 (Prohibition against assignment of the contract);
- article 27 (Force majeure for a period longer than thirty days).

17.2 In order to declare the contract terminated, MINERALI INDUSTRIALI shall notify the supplier by registered mail or certified e-mail of its intention to terminate. Termination of the contract shall become effective as of receipt of the notice.

18. FINANCIAL GUARANTEES

18.1 The supplier acknowledges that MINERALI INDUSTRIALI shall request suitable guarantees from third parties to cover any advance payments, the quality and operation of the subject matter of the supply and performance of the guarantee obligations to which the supplier is bound.

18.2 The supplier acknowledges that all the guarantees issued by third parties to cover the obligations envisaged in the order must provide as beneficiary "MINERALI INDUSTRIALI Srl, Piazza Martiri della Libertà, 4 - 28100 CF and VAT number 01661310035" or its subsidiaries and / or connected.



19. ASSIGNMENT OF THE ORDER

- 19.1 The Supplier shall not assign or transfer the order.

20. CREDIT ASSIGNMENT AND FACTORING

- 20.1 The supplier shall not assign, including under a factoring contract, the credits accrued and that may accrue against MINERALI INDUSTRIALI, and ensuing from the order. Any exception to this prohibition must be agreed from time to time and approved in advance and in writing by MINERALI INDUSTRIALI.

21. PROHIBITION OF PUBLICITY

- 21.1 The supplier is prohibited from disseminating any form of advertising that refers to supplies made to MINERALI INDUSTRIALI. In particular, the supplier is required not to communicate and / or disseminate sensitive data relating to the agreements concluded with MINERALI INDUSTRIALI; the termination of the contractual relationship, due to any cause, does not involve the breach of the aforementioned confidentiality obligation.
- 21.2 Notwithstanding the foregoing prohibition and at its sole discretion MINERALI INDUSTRIALI may from time to time authorize special forms of publicity to be made in a manner to be indicated by MINERALI INDUSTRIALI.

22. PATENTS

- 22.1 The supplier fully guarantees to MINERALI INDUSTRIALI that the goods supplied have not been and shall not be produced in violation of patent rights of any kind and belonging to anyone. If a claim related to the alleged violation of patent rights on the subject matter of the order were brought against MINERALI INDUSTRIALI before a court, the supplier



shall appear before such court, and hold MINERALI INDUSTRIALI harmless from any further consequences, including patrimonial.

- 22.2 The supplier guarantees also to MINERALI INDUSTRIALI the freedom and license to use and trade the goods supplied, both in Italy and abroad.

23. CONTRACT AMENDMENTS

- 23.1 Any amendment to these conditions and to the specific order conditions must be in writing and signed both by MINERALI INDUSTRIALI and by the supplier, or will otherwise be null and void.

24. CONFIDENTIALITY

- 24.1 The supplier agrees to keep the Confidential Information strictly confidential, to ensure its secrecy and to use it for the sole purpose of performing its obligations under the order. The supplier undertakes not to disclose, reveal or communicate Confidential Information, even after termination for any reason or completion of the order, for any reason or in any manner to any third party and to take all necessary and appropriate measures and precautions to prevent unauthorized access, disclosure and unauthorized use of Confidential Information. In light of the above, the supplier, among other things, shall not sell to third parties the materials that it may have produced on the basis or making use of Confidential Information and shall limit such production, if any, to the quantities required by the order, destroying any and all waste and/or surplus.

25. NOTICES

- 25.1 Unless otherwise specified, notices addressed to MINERALI INDUSTRIALI must be sent to the Competent Function. Notices must be on the official letterhead and signed by the



legal representative, or by another person with the necessary powers to represent the supplier, or digitally signed. The name and surname of the subscriber and its quality must be clearly indicated next to the signature, by means of a stamp or printed characters.

- 25.2 Any communications made with methods or forms other than those provided for in paragraph 25.1, or without the data indicated therein, will have no effect and, consequently, the same will be considered as not having taken place and, as such, not opposable to MINERALI INDUSTRIALI, which will not be required to give any communication about it.

26. FORCE MAJEURE

- 26.1 In any case of force majeure whatsoever which the parties are not able to foresee using due diligence, the parties shall be entitled to request the suspension and the resumption of the contract execution within a term to be determined by mutual agreement.
- 26.2 Events of force majeure include wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restriction in the use of energy, general lack of raw materials or other essential elements for production, embargoes, countrywide strikes called by trade unions to which the parties belong, requirements of civil and military authorities and any other element that may not be predicted using due diligence.
- 26.3 In the cases referred to in the preceding paragraph, delivery terms shall be extended for a period corresponding to the working days lost due to occurrence of the aforementioned force majeure events.
- 26.4 The party, who cannot perform its obligations or who may not benefit from the other party's performance due to a force majeure event, undertakes to notify to the other party (for the supplier, to the Purchasing Department and the relevant Production Unit), within 7 (seven) days from the occurrence of said event, the date on which it has occurred and the date on which it presumably shall cease its effects.



- 26.5 Should the occurrence of force majeure events delay the progress of other works already scheduled in close association with the delivery of the goods affected by such events, the supplier shall take all action and apply all remedies necessary in order to minimize as much as possible the delay. In the event of negligent omissions by the supplier, any additional costs that MINERALI INDUSTRIALI may incur shall be entirely charged to the supplier, without prejudice to the right to compensation for any damages suffered by MINERALI INDUSTRIALI.
- 26.6 Should the events of force majeure continue for more than 30 (thirty) days, the parties shall be entitled to consider the order as terminated by law, according to the procedures set forth in article 17.2 hereof.

27. APPLICABLE LAW – JURISDICTION

- 27.1 These conditions and the particular conditions of the order shall be governed by the laws of Italy, without reference to its international private law rules and to any other sources of law not expressly mentioned herein.
- 27.2 The Court of Novara shall have exclusive jurisdiction for any dispute concerning the interpretation and/or execution of these conditions and of the orders, including disputes relating to their validity or to the existence or total amount of any credits due to MINERALI INDUSTRIALI, with the express exclusion of any other alternative or concurrent jurisdiction. This or competence or jurisdiction cannot be waived even in the case of connection or contiguity of causes.

28. CODE OF ETHICS

- 28.1 Each supplier is required to carry out their duties with the aim of achieving the maximum satisfaction of MINERALI INDUSTRIALI. When requested, each recipient is required to provide assistance and information, in a courteous, polite, correct and comprehensive



manner. The selection of suppliers and the determination of the conditions of purchase must be an objective assessment of:

- quality of goods and services requested;
- price of the goods and services requested;
- ability of the counterparty to supply and promptly guarantee the goods and services of a level appropriate to the Company's needs, both in terms of quality and in relation to legal requirements. Suppliers play a key role in improving overall competitiveness. Therefore the suppliers are selected in terms of quality, innovation, cost, service, continuity and ethics. Company employees are required to select suppliers based on the ethical principles developed in this code; they are encouraged to create and maintain stable, transparent, collaborative relationships with suppliers, and to always act in the best relationship with the Company.

In particular, Company Employees, especially those involved in such processes, must:

- observe internal procedures for the selection and management of relations with suppliers; do not discriminate between suppliers, allowing all those who have the necessary qualifications to compete for the award of contracts by choosing the criteria list based on objective criteria, declared, transparent and documentable;
- obtain the collaboration of suppliers in constantly ensuring the most cost-effective relationship between quality, cost and delivery times;
- work considering the laws and regulations in force;
- apply the conditions provided for in the contract;
- maintain a frank and open dialogue with suppliers, in line with the best commercial customs
- attention to suppliers to comply with the principles of this Code of Ethics and include in contracts, when required by the procedures, the express obligation to comply with the principles of this;
- promptly inform their direct supervisor or Compliance Officer of any behavior of a



supplier that appears to be contrary to the Ethical Principles of this document.

29. GOVERNANCE AND 231

All suppliers are required to comply, as far as they are concerned, with the provisions of the "231" models of MI / MSS / SASIL available on the website

www.mineraliindustriali.it/governance-e-231/