

NOVATION TECH GENERAL TERMS AND CONDITIONS OF SALE


1. SCOPE OF APPLICATION

These general terms and conditions of sale (hereinafter, the “**General Terms and Conditions**”) regulate the purchase by Novation Tech S.p.A. (hereinafter, “**NOVATION**” or “**Party**” and, together with the SUPPLIER, the “**Parties**”) of raw materials, semi-finished products and other goods (hereinafter, the “**Products**”) manufactured by the SUPPLIER (hereinafter, the “**SUPPLIER**” or “**Party**” and, together with NOVATION, the “**Parties**”). NOVATION is in no way bound by and expressly rejects any general terms and conditions of sale prepared by the SUPPLIER, and any other terms and conditions or provisions contained in any agreement, confirmation of order or other SUPPLIER documents such as, without limitation, invoices, price lists or similar documents used by the SUPPLIER. Any amendments, integrations, departures and/or deletions of the General Terms and Conditions shall be valid only if specifically agreed in writing by the Parties and duly signed by both. In case of conflict, the provisions of the General Terms and Conditions shall prevail over the provisions of the purchase order. Customs relating to the methods of performance of services, shipments and commercial practices shall not be sufficient to modify the General Terms and Conditions. All costs relating to the preparation and dispatch of any promotional material or samples to NOVATION shall be borne exclusively by the SUPPLIER. The terms and dates relating to the SUPPLIER's obligations are binding and essential. Under no circumstances shall the transmission of the purchase order for the Products give rise to the establishment of exclusive rights in favour of the SUPPLIER.

2. PURCHASE ORDER AND ORDER CONFIRMATION

The purchase order will be sent by NOVATION to the SUPPLIER in writing, by letter, fax or email. Orders sent by NOVATION will be immediately binding on the SUPPLIER, who must confirm them in writing within the following 5 (five) days. In the absence of written confirmation from the SUPPLIER within the above-mentioned period, the order shall in any case be deemed to have been accepted by the SUPPLIER. An order confirmation from the SUPPLIER with content different from NOVATION's order shall not give rise to the conclusion of any contractual relationship unless expressly reformulated in the form of an order by NOVATION, which must be followed by the procedure described above in this Article 2.

Orders defined as ‘open orders’ or orders subject to the approval of samples by NOVATION shall only become binding on the latter when and if the SUPPLIER receives a written statement from NOVATION, signed by an authorised person, containing the final acceptance of the samples and an indication of the quantities ordered. In the event of non-acceptance of the samples, and unless otherwise agreed in writing between the Parties, no refund or compensation shall be due to the SUPPLIER, not even for the preparation of the equipment necessary to produce the samples themselves. Samples shall be considered rejected in the absence of written acceptance by NOVATION within 30 (thirty) days of

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|  <p>novation <i>TECH</i> Composite Technology</p> | <p style="text-align: center;">GENERAL TERMS AND CONDITIONS OF SALE</p> | <p style="text-align: center;">MOD 07.04 REV03</p> | <p style="text-align: center;">Edition March 2026</p> | <p style="text-align: center;">Page 1 di 7</p> |
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receipt. Under no circumstances shall NOVATION's silence be construed as acceptance of the samples. NOVATION reserves the right to accept or reject samples at its sole discretion.

In the case of rolling forecasts, orders shall become binding in accordance with the terms agreed in writing by the Parties, without prejudice to the application of the provisions of this article insofar as they are compatible.

Even after sending the order confirmation referred to in this article, the SUPPLIER undertakes to accept, up to 15 (fifteen) days from the expected delivery date, reasonable changes made by NOVATION to the order with regard to: quantity, delivery date and place of delivery. Due to force majeure as referred to in Article 10 of the General Terms and Conditions, as well as due to the actions of its end customers, events related to NOVATION's production process or other circumstances beyond NOVATION's control, NOVATION shall be entitled to request the postponement and/or suspension for a reasonable period of one or more orders in progress, without the SUPPLIER being entitled to any compensation whatsoever. NOVATION's liability is also excluded in the event of circumstances beyond its control that prevent the receipt of deliveries or result in a reduction in the requirement for the Products ordered.

3. SOCIAL RESPONSIBILITY, ENVIRONMENTAL PROTECTION AND QUALITY SYSTEM

The SUPPLIER shall comply with the laws concerning (i) the treatment of employees, adopting a proper safety policy and fulfilling all its obligations regarding remuneration and contributions to them, (ii) environmental protection, undertaking to eliminate or at least minimise the negative effects of its activities on people and the environment, (iii) health and safety in the workplace.

The Supplier shall comply with the applicable environmental legislation; in particular, with regard to any waste generated during the execution of the service, the Supplier shall be deemed the producer thereof pursuant to Article 183 of Legislative Decree No. 152/2006 and shall ensure the proper management of such waste in accordance with the provisions set out in the aforementioned legislative decree.

Furthermore, at the request of the Client, the Supplier shall provide evidence of the correct waste management by submitting a complete copy of the waste identification form, from which it is possible to verify the disposal of the waste produced at the authorised disposal facility.


Additionally, the SUPPLIER shall comply with the principles of the UNO initiative, especially those concerning the protection of human rights at an international level, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discriminations when hiring staff, and environmental responsibility and prevention of corruption.

The SUPPLIER acknowledges and undertakes to comply with the NOVATION Code of Ethics and Sustainability Policy, published in the company website www.novationtech.com.

The SUPPLIER shall maintain, throughout the duration of the contractual relationship, appropriate ISO 9001:2015 certification and shall adhere to the provisions of the IATF 16949:2016 standard for automotive products, or provide evidence of having commenced the certification process, supported by all relevant documentation.

4. TECHNICAL AND QUALITATIVE SPECIFICATIONS AND REGULAR SUPPLIER AUDITS

The SUPPLIER is required to deliver to NOVATION Products that comply with the NOVATION technical and qualitative specifications (hereinafter, the “**Specifications**”) notified to the SUPPLIER and corresponding to the characteristics of the samples; they shall be integrated by the measurement

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reports and implementation test reports in compliance with the relevant PPAP (*Product Part Approval Procedure*) level.

The SUPPLIER must guarantee the traceability of the materials used for each batch of products.

The Specifications may be updated and/or amended by NOVATION at any time, with written notice sent to the SUPPLIER. All the Products to be delivered after the specification update and/or amendment notice shall comply with the new Specifications. NOVATION shall make checks on the Products purchased from the SUPPLIER upon delivery of the same, in the NOVATION plant, according to the provisions of article 5.

NOVATION can ask the SUPPLIER for a Certificate of Conformity (COC) confirming the quality of the product, to be delivered before the delivery of the products it refers to.

In the case of supplies for the automotive sector, the SUPPLIER shall be required to record the supplied products in the IMDS portal and send the relevant reference codes to NOVATION.

The SUPPLIER is required to test the characteristics and quality of the Products for compliance with the Technical Specifications in its own plants, following the instructions sent by NOVATION; the latter can in any case view all the production phases without this creating any kind of indemnity for the SUPPLIER.


NOVATION reserves the right to perform audits of the Products SUPPLIER's premises on an annual basis or even more frequently, in case of development of especially complex Products or when significant non-conformities (NC) emerge. All non-conformities shall be processed through a 8D-Report, with the relevant corrective actions. Each complaint shall require payment of an administrative fee of Euro 100.

5. DELIVERY

Unless otherwise expressly agreed in writing between the Parties, the Products shall be delivered to NOVATION's premises in Montebelluna (TV), DDP Incoterms® 2010. The place of fulfilment of the delivery obligation shall be NOVATION's premises in Montebelluna (TV).

The terms of delivery agreed between the Parties are mandatory and essential. Therefore, delayed and advance deliveries are equally excluded, except with the prior authorisation by NOVATION. Partial or staggered deliveries are allowed only with prior written authorisation by NOVATION. In the event of non-delivery or delayed delivery for reasons other than those of force majeure as specified in Article 10, the Supplier shall, without prejudice to NOVATION's right to terminate the sales and/or supply contract, be liable to compensate NOVATION (i) for any and all damages resulting from forced interruption or slowdown of production and/or distribution due to the unavailability of the Products, as well as (ii) any damages subsequently incurred by NOVATION's customers due to the non-delivery or delayed delivery. The SUPPLIER is required to notify NOVATION promptly or every event that might prevent it from complying with the terms of delivery.

Subject to the provisions set out in this article, in the event that the delay in the delivery of the Products by the SUPPLIER exceeds five (5) days beyond the scheduled delivery date, a penalty of 2% (two per cent) of the value of the delayed Products shall be applied for each day of delay, excluding the tolerance period specified above. The amount payable as a penalty will be invoiced immediately by NOVATION, which shall have the right to offset it entirely against the price due for previous supplies of Products. The SUPPLIER shall not be entitled to invoke the force majeure cases referred to in article 10 if they arise after the expiry of the delivery terms. Ownership of the Products shall be transferred to NOVATION as soon as the relevant consent is received, while the risks on the Products shall pass to NOVATION upon their actual receipt. In any case, acceptance of delivery of the Products

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cannot be used to the detriment of NOVATION rights, especially those connected to Product non-conformity and/or delayed delivery of the same.

6. PRICE AND TERMS OF PAYMENT

Unless otherwise agreed in writing between NOVATION and the SUPPLIER, the prices specified in the order are inclusive of taxes and ancillary costs, including packaging charges. Unless expressly agreed otherwise in writing between the Parties, the Supplier shall not increase the prices of the Products. Payment terms shall be those agreed upon by the Parties and specified in the invoice. In the event of late payment, default interest shall accrue at the statutory rate, expressly excluding the rate provided for under Legislative Decree No. 231/2002.

Invoices relating to the supplies must be received by NOVATION within five (5) days of the delivery of the Products if in electronic format, or within eight (8) days if in paper format. Failure to do so shall mean that the payment deadline set out in this article shall commence from the date of actual receipt of the Supplier's invoice.

7. PACKAGING, SHIPPING AND DOCUMENTS

The Products must be packaged in accordance with the packaging specifications communicated by NOVATION to the SUPPLIER and, in any event, in a manner suitable and appropriate to the type of Products and the modes of transport, following the best industry standards and practices. The SUPPLIER shall be responsible for any direct and indirect damages caused by inadequate packaging. The costs for the return of the Products due to the unsuitability of the packaging or the Products shall be borne by the SUPPLIER. Invoices shall include reference to the order, to NOVATION and include the VAT number of the SUPPLIER and the list of Products.

The Products shall be accompanied by the transport documents showing the SUPPLIER data, the date of shipping, order data, any Product codes and/or the reference numbers of the supply and the quantities. Together with the Products, the SUPPLIER shall deliver to NOVATION all the requested documents and certificates.


Additionally, the SUPPLIER shall provide NOVATION with the instructions for use, relevant information, and any other materials necessary for the proper utilisation of the Products. The mere delivery or payment for the Products shall not, under any circumstances, be deemed acceptance of the Products. Acceptance shall only be deemed to have occurred following NOVATION's inspection.

In the event that, at the time of inspecting the Delivered Products, NOVATION detects a quantitative non-conformity concerning the agreed quantities, NOVATION shall have, at its sole discretion, one or more of the following rights:

a) to accept the identified discrepancies in quantities, with the right to amend accordingly the quantities of any subsequent deliveries;

b) to reject the excess portion of the supply, with the right, should the SUPPLIER fail to undertake immediate collection at their own cost and expense, to return the surplus at the SUPPLIER's expense and risk or to charge the SUPPLIER for storage costs;

c) to require the SUPPLIER to promptly dispatch the missing Products, it being understood that any additional costs or expenses incurred for the immediate rectification of the shortfall shall be borne solely by the SUPPLIER.

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8. WARRANTIES AND TERMINATION

The SUPPLIER guarantees that the Products are free from defects in terms of materials and processing. The SUPPLIER also guarantees the proper functioning of the Products, as well as their conformity to the Specifications, for a period of twelve (12) months from the date of delivery. Should the Products be intended for incorporation into NOVATION's products, the warranty period shall commence from the date of incorporation. The SUPPLIER also guarantees that the Products conform to the relevant EU quality and safety standards, as well as any other applicable legal requirements in force at the time of delivery.

In case of defects or failure to work of the Products, or in case of non-conformity with the Specifications, the EU quality and safety standards and/or other legal provisions, NOVATION can:


- a) ask for the prompt elimination of the defects and/or the replacement of the defective and/or non-compliant Products, at the SUPPLIER's expense. Should the defective and/or non-compliant Products be part of a batch, NOVATION may ask for the replacement of the entire batch. With the elimination of the defects and/or the replacement of the Products a new warranty period shall start at the same terms and conditions established in this article 8;
- b) should NOVATION decide to repair or replace the Products itself, or should the SUPPLIER fail to act promptly, obtain full repayment of the costs of repair or replacement of the Products;
- c) in any case, obtain reimbursement of all expenses, including disassembly and assembly expenses, travel expenses for the relevant engineers, expenses for the search of defects, storage costs, etc.;
- d) terminate the sales and/or supply agreement, wholly or in part;

all this without prejudice for compensation for any further damage.

Without prejudice to the above, in the event of defects or non-functioning of the Products, or failure to comply with the Specifications, EU quality and safety standards and/or other legal requirements, a penalty equal to 20% (twenty percent) of the value of the defective and/or non-compliant Products will be applied. The penalty amount can be immediately invoiced by NOVATION, that can also offset it against the price due for previous deliveries of the Products.

NOVATION shall be required to notify the SUPPLIER of any defects or non-conformities found in the Products within 30 (thirty) days from their discovery, identifying, if possible, the defective lot and the delivery date of the relevant production batch. Acceptance of the Products upon delivery does not imply a waiver of the warranty by NOVATION. It is also agreed that where the Products quality standard should be insufficient or not in compliance with the legal requirements and/or the Specifications, NOVATION shall be entitled to terminate, wholly or in part, the sales and/or supply agreement. The SUPPLIER guarantees, in any case, the availability of spare parts for at least 10 (ten) years from the date of delivery of the Products.

In the event that, even subsequent to the expiry of the warranty period, NOVATION is sued for civil liability (including liability arising from defective products) or contractual liability, or if NOVATION is accused of violating legal requirements (such as safety regulations), as a consequence of the defectiveness, non-conformity, or unreliability of the Products, the SUPPLIER shall be obliged to indemnify NOVATION and compensate for any direct and indirect damages incurred by the latter. NOVATION reserves the right to request that the SUPPLIER provide appropriate real guarantees to ensure the complete and proper fulfilment of the sale and/or supply contract.

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9. COMPLIANCE WITH THE REACH (EC) 1907/2006 REGULATION

Upon receipt of the purchase order for the Products the SUPPLIER shall provide NOVATION with a declaration of conformity of the Products with the REACH (EC) n. 1907/2006 Regulation, if applicable. The SUPPLIER is furthermore obliged to promptly comply with any registration, notification, communication, or similar obligations, both to the competent authority and to NOVATION, particularly in relation to the presence of so-called SVHC substances, which may arise from the aforementioned Regulation concerning the Products. Failure on the part of the SUPPLIER to comply with the abovementioned obligations shall authorise NOVATION to terminate, wholly or in part, the sale and/or supply agreement. Should NOVATION, both during and after the expiry of the warranty, need to carry out campaigns to recall the Products or take or suffer similar initiatives in relation to products in which the Products have been incorporated or otherwise used, and such campaigns are determined by facts attributable to the SUPPLIER and, in particular, to the SUPPLIER failure to comply with the REACH (EC) Regulation n. 1907/2006, the SUPPLIER shall be obliged to indemnify NOVATION and to compensate for any direct and indirect damages suffered by the latter by virtue of the aforesaid campaigns and/or initiatives.

10. FORCE MAJEURE


Neither Party shall be liable to the other for any loss, damage or delay to the extent that it proves that this is due to an extraordinary event that could not be foreseen or anticipated with the exercise of ordinary diligence. By way of example, but not limited to, such extraordinary events include natural disasters such as earthquakes, floods, tornadoes, hurricanes, as well as wars, terrorist attacks, fires, pandemics, sabotage, expropriation of equipment or installations, or any other cause beyond the reasonable control of the Parties. In the event that the SUPPLIER utilises, subject to written authorisation from NOVATION, the services of sub-suppliers for the production of the Products or parts thereof, any delay or failure to supply by such sub-suppliers shall not constitute a force majeure event invoked by the SUPPLIER for delayed or non-delivery of the Products to NOVATION.

11. CONFIDENTIALITY

The SUPPLIER undertakes to maintain the confidentiality of, and not to disclose to any third party, any information or data of a confidential nature received or otherwise acquired in relation to NOVATION and the activities carried out by the same. The SUPPLIER shall ensure that this obligation is also binding upon its directors, employees, and consultants to whom such information may be transmitted in connection with the fulfilment of obligations related to the supply of the Products. For the purposes of this clause, confidential information shall mean any technical or commercial note of which the SUPPLIER is in possession for the execution of its obligations concerning the supply of the Products.

12. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

The General Terms and Conditions and the agreements executed between NOVATION and the SUPPLIER shall be governed exclusively by Italian law. Any dispute between NOVATION and the SUPPLIER, arising either from the General Terms and Conditions and any agreement executed

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between them or from any non-contractual agreements, shall be subject to the exclusive jurisdiction of the Courts of Treviso.

13. MISCELLANEOUS

Should any provision of the General Conditions be deemed invalid, unlawful, ineffective, or null, the validity or enforceability of the remaining provisions shall remain unaffected in any manner. Any provision deemed invalid, unlawful, ineffective, or null shall be replaced with a provision of similar importance that reflects the original intent of the clause, subject to the limits established by applicable law.

The SUPPLIER further declares to expressly accept, pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the following provisions of Novation's General Terms and Conditions of Purchase retrievable at the following link: <https://www.novationtech.com/en/general-terms-conditions/> : 2 (Approval of samples. Suspension of orders in progress. Exclusion of liability), 5 (Penalty for delay. Transfer of ownership and risk), 8 (Warranty. Penalty. Term of forfeiture. Cancellation or suspension of orders for non compliant Products), 9 (Termination of contract for non-compliance with the REACH Regulation), 11 (Confidentiality), 12 (Applicable law and exclusive jurisdiction).

Approved in March 2026
CEO Mr. Businaro Luca

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