ALPITRONIC AMERICAS INC. - GENERAL TERMS AND CONDITIONS OF PURCHASE (PROCUREMENT) OF PRODUCTS AND SERVICES

These General Terms and Conditions of Purchase (these "Terms") apply to and govern all purchases of Products and Services by Alpitronic Americas Inc., a Delaware corporation with offices located at 5815 Westpark Drive, Charlotte, North Carolina 28217 ("Alpitronic"), from any supplier that accepts an order or otherwise agrees to supply Products and/or Services to Alpitronic ("Supplier"). Each of Alpitronic and Supplier is a "Party" and together the "Parties."

These Terms take effect, and become binding on Supplier, on the date Supplier first accepts a Purchase Order that incorporates these Terms, acknowledges such an order, commences performance, delivers Products, or performs Services (the "Effective Date"), whichever occurs first.

I. Definitions

As used in these Terms, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise. Defined terms include the singular and plural forms thereof, as applicable.

Term	Meaning
Affiliate	means any entity directly or indirectly: (i) controlled by a Party hereto; (ii) controlling a Party hereto; or (iii) under common control with a Party hereto. For this purpose, "control" means the direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such entity, or the right to appoint or remove the majority of the members of the board of directors (or equivalent governing body) of such entity. An entity is considered to be an Affiliate only so long as such control exists.

Business Day	means any day except any Saturday, any Sunday, or any day which is a federal or North Carolina state holiday, or any day on which banking institutions in the State of North Carolina are authorized or required by law or other governmental action to close.
Equipment	means any tooling, equipment, fixtures, molds, dies, workpiece, machinery, test stand, testing equipment, raw or processed material, components, or other assets used in the manufacture of the Products that are provided by Alpitronic to Supplier or that are owned by, or subsequently become the property of, Alpitronic.
Force Majeure Event	means the occurrence of an event or circumstance as defined in Clause IX.1.1.
Incoterms 2020	means the rules for the use of domestic and international trade terms issued by the International Chamber of Commerce in 2020.
Information Security and Assurance Agreement ("ISAA")	means the information security and cybersecurity requirements agreement provided by Alpitronic to Supplier in connection with the applicable order, setting forth the technical and organizational security measures, data protection requirements, incident notification obligations, and related cybersecurity standards applicable to Supplier's performance under these Terms.
Intellectual Property Rights	means patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, any protection offered by law to information, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing.
Open-Source Software	Means any software, code, library, component, firmware, or other computer software that is licensed, distributed, or

	otherwise made available under any license that, as a condition of the use, modification, combination, or distribution of such software or of software incorporating or derived from such software, requires any of the following: a. disclosure or distribution of source code, or b. licensing of derivative works under the same or similar license terms, or c. granting of rights to create derivative works, or d. inclusion or preservation of copyright notices or license terms, or e. granting of a royalty-free patent or other intellectual property license. Open-Source Software includes, without limitation, software licensed under the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Affero GPL (AGPL), Mozilla Public License (MPL), Apache License, BSD License, MIT License, Eclipse Public License (EPL), Common Development and Distribution License (CDDL), Artistic License, and any substantially similar open source or public source license.
Order Confirmation	means the acceptance of a Purchase Order, by written confirmation from Supplier.
Product Documentation	means all documentation and manuals necessary to install, test, configure, maintain, operate and use the Products, including the instructions of use for the Products.
Product	means the products and the related works and services Alpitronic purchases from a Supplier. The term Product encompasses spare parts for the Product.
Purchase Price	means the price agreed between the Parties regarding the Products and the related work and services.

Purchase Order	means the written order issued by Alpitronic to Supplier specifying the Products to be supplied, the applicable Specifications, quantities, delivery dates, pricing, and other material terms governing the supply of Products under these Terms.
Quality Assurance Agreement ("QAA")	means the quality assurance obligations agreed by the Parties.
Services	means any services, work, labor, or other performance that Alpitronic purchases from a Supplier, whether or not supplied in connection with, or ancillary to, any Products, including without limitation installation, commissioning, maintenance, repair, engineering, testing, training, support, and professional or technical services, together with any related deliverables and Product Documentation.
Specifications	means all functional, technical, and quality requirements and specifications that the Products must comply with including, without limitation, those contained in any statement of works or designs, including construction designs.

II. SCOPE OF THE TERMS

1 Scope

Supplier agrees to sell and supply Products and to perform and supply Services to Alpitronic in accordance with the terms and conditions set out in these Terms.

The Products to be delivered, the Services to be performed, and the Specifications are defined in the Purchase Order, as well as the quantities, delivery dates, and any applicable performance or completion dates.

The Parties explicitly agree that the standard terms and conditions of sale and delivery of Supplier shall not be binding on Alpitronic, irrespective of whether such terms and conditions are printed on quotations, order confirmations, invoices or communicated otherwise to or signed by the other Party.

Alpitronic hereby objects and rejects any additional or different terms or conditions proposed by Supplier or contained in any order confirmation, invoice, commercial document, Supplier's website or other correspondence from Supplier, regardless of any knowledge Alpitronic may have of such terms, and such terms will not bind Alpitronic or be applicable to the transaction.

2 Interpretation

Except where the context clearly requires otherwise, all references in these Terms to "Products" shall be deemed to include "Services," and the provisions of these Terms governing Products (including those relating to Specifications, warranties, quality, delivery and performance, pricing and payment, intellectual property, indemnification, and remedies) shall apply to Services with such modifications as are appropriate to their nature. In relation to Services, references to "delivery" shall be construed as references to performance or completion of the Services, and references to Products being "conforming" or "non-conforming" shall be construed accordingly by reference to the applicable Specifications and Purchase Order.

3 Order of Precedence.

In the event of any conflict or inconsistency among the documents governing a purchase, the following order of precedence shall apply, in descending order: (a) the applicable Purchase Order; (b) any separate written Supply Agreement or other master agreement between the Parties; (c) the applicable statement of work or scope of services; (d) the applicable Specifications and drawings; (e) these Terms; and (f) Supplier's quotation or proposal. Notwithstanding the foregoing, with respect to quality requirements, the QAA shall govern to the extent of any conflict as provided in these Terms.

III. SUPPLY OF PRODUCTS

1 Separate Supply Agreement

These Terms shall apply unless and until Alpitronic and Supplier have entered into a separate written Supply Agreement, Scheduling Agreement, Forecast Agreement, or other written agreement governing such matters. Where such a separate written agreement is in place, its terms shall govern with respect to the matters it addresses and shall prevail over these Terms to the extent of any conflict or inconsistency, while these Terms shall continue to apply to all matters not addressed by such separate agreement.

2 Delivery Dates

The delivery date for the Products shall be the delivery date specified in the applicable Purchase Order. Where a Purchase Order specifies delivery by reference to a calendar week, delivery is deemed timely if the full quantity scheduled for such week is delivered on one or more Business Days during that calendar week.

3 Part Number and Item Revision

Each Purchase Order identifies the specific part number that Alpitronic is ordering, together with the item revision of that part number. The “item revision” is the version of the part, which changes each time the part is updated. Supplier must deliver exactly the part number and item revision stated in the Purchase Order. Only that item revision will be treated as meeting the required quality and as fulfilling the Purchase Order; delivery of any other revision, even of the correct part number, will be treated as non-conforming. Each part number and item revision delivered must also comply with the Specifications and the Quality Assurance Agreement (QAA), and in the event of any conflict regarding quality requirements, the QAA shall govern. Before Supplier may deliver a part with a new or updated item revision for the first time, Supplier must (a) complete all steps required for that part’s special characteristic rating under the applicable material sample requirements, and (b) obtain approval from the responsible Alpitronic supplier quality contact. Only after both steps are met may that new or updated revision be used and purchased on an ongoing basis.

4 Order Confirmation

Supplier must confirm each Purchase Order in writing. The confirmation should take the form of Supplier’s formal (system-generated) sales order document or, where Supplier cannot provide such a document, a written confirmation by email. The confirmation must confirm the delivery date specified in the Purchase Order. If Supplier is unable to meet a delivery date specified in a Purchase Order, Supplier must, before issuing the order confirmation, notify Alpitronic and agree to an adjusted delivery date with Alpitronic.

5 Safety Stock

Supplier shall be solely responsible for determining and maintaining adequate safety stock levels and acknowledges that Alpitronic shall have no liability or responsibility for any costs, losses, or damages arising from Supplier’s safety stock management decisions.

Supplier shall immediately notify Alpitronic of any actual or anticipated depletion or impairment of the required safety stock levels. If Supplier fails to meet a delivery commitment due to

insufficient safety stock, Supplier shall bear all reasonable costs associated with expedited transportation, freight, or other corrective measures necessary to achieve the originally scheduled delivery date.

6 Product Modifications

Alpitronic may request reasonable modifications, enhancements, or additions to the Products (each, a "Change Request"), provided that such Change Request does not impose an unreasonable burden on Supplier. Notwithstanding the foregoing, Supplier shall implement any modifications required to address safety concerns, ensure proper functionality of the Products, or comply with applicable laws, regulations, or governmental requirements.

If Supplier objects to, or has concerns regarding, a Change Request, Supplier shall notify Alpitronic in writing within ten (10) Business Days after receipt of the applicable Change Request, setting forth the basis for such objection or concern in reasonable detail.

Any modification to the Specifications agreed upon by the Parties in a signed, written agreement shall be deemed incorporated into, and form an integral part of, these Terms.

If a Change Request is reasonably expected to affect pricing, delivery schedules, lead times, quantities, technical specifications or any other material term of these Terms, Supplier shall promptly notify Alpitronic in writing. The Parties shall negotiate in good faith and document any mutually agreed adjustments to these Terms resulting from the Change Request.

Any proposed increase in pricing attributable to a Change Request must be reasonable, fully documented, and supported by objective evidence. Upon Alpitronic's request, Supplier shall provide sufficient documentation substantiating the proposed adjustment, including relevant quotations, supplier invoices, cost breakdowns, or similar supporting materials, consistent with arm's length commercial practices.

Notwithstanding anything in these Terms to the contrary, Supplier shall promptly implement any modifications, amendments, or adjustments to the Products that are required to ensure compliance with applicable laws, regulations, industry standards, or governmental directives.

7 Equipment

If Supplier uses any Equipment in the manufacture of the Products, Supplier shall execute the tooling and equipment agreement provided by Alpitronic in connection with the applicable order.

Supplier shall use the Equipment solely for the purpose of fulfilling its obligations under these Terms and shall not use the Equipment for the benefit of any third party or for the production of products for any customer other than Alpitronic without Alpitronic's prior written consent.

8 SUPPLY OF SERVICES

8.1 General

The provisions of this Article apply to all Services purchased by Alpitronic and are in addition to, and where applicable modify, the other provisions of these Terms. In the event of any conflict between this Article and any other provision of these Terms with respect to Services, this Article shall govern.

8.2 Performance Standard

Supplier shall perform the Services (a) in a professional, diligent, and workmanlike manner in accordance with the applicable Specifications, the Purchase Order, and generally accepted industry standards; (b) using personnel with the requisite skill, qualifications, experience, and training; and (c) in compliance with all applicable laws, regulations, and Alpitronic policies and site rules made available to Supplier.

8.3 Acceptance of Services

Alpitronic may review and test the Services and any related deliverables within a reasonable period after performance or completion. If any Services or deliverables fail to conform to the requirements of these Terms or the applicable Purchase Order, Alpitronic may reject them by written notice, and Supplier shall, at Alpitronic's election and at Supplier's expense, promptly re-perform or correct the non-conforming Services or, where re-performance is not practicable or fails to remedy the non-conformity, refund the fees paid for the affected Services, in each case without prejudice to Alpitronic's other rights and remedies. Payment for, or use of, any Services or deliverables shall not constitute acceptance.

8.4 Personnel and Subcontractors.

Supplier shall be responsible for the acts and omissions of its personnel and subcontractors in performing the Services. Upon Alpitronic's reasonable request, Supplier shall promptly remove and replace any personnel from the performance of the Services. Where reasonably required by Alpitronic, Supplier shall ensure that its personnel have undergone appropriate background and security screening. Supplier's engagement of subcontractors remains subject to Clause X.1.3.

8.5 On-Site Services; Health and Safety

Where Services are performed at premises of Alpitronic, its Affiliates, or its customers, Supplier and its personnel shall comply with all applicable health, safety, security, and access requirements and site rules. Supplier shall be responsible for the safe conduct of its personnel and for any loss or damage to persons or property arising from its performance of Services on such premises, without prejudice to Supplier's indemnification obligations under Clause VII.3.

8.6 Intellectual Property in Deliverables

All deliverables and other work product created by Supplier or its personnel or subcontractors in the course of performing the Services, and all Intellectual Property Rights therein, shall vest in and be the exclusive property of Alpitronic in accordance with Clause VII.1, and Supplier hereby assigns, and shall cause its personnel and subcontractors to assign, all right, title, and interest therein to Alpitronic. To the extent any Supplier pre-existing or background materials are incorporated into a deliverable, Supplier grants Alpitronic and its Affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, modify, and exploit such materials as part of the deliverable.

8.7 Independent Contractor

Supplier performs the Services as an independent contractor. Supplier's personnel shall not be deemed employees of Alpitronic, and Supplier shall be solely responsible for their wages, benefits, taxes, and statutory obligations.

8.8 Service Levels

Where the applicable Purchase Order or statement of work specifies service levels, Supplier shall comply with all agreed service level agreements (SLAs), including response times, restoration times, escalation procedures, reporting obligations, and service availability commitments.

8.9 Inventory Management

Where Supplier stores or manages any Alpitronic-owned inventory, spare parts, or consumable materials, Supplier shall (a) maintain and provide periodic consumption and usage reports to Alpitronic; (b) follow Alpitronic-approved replenishment processes and maintain inventory levels as defined in the applicable Purchase Order or statement of work; and (c) obtain Alpitronic's prior written approval for any warehouse, depot, or storage location used for Alpitronic inventory or Products.

8.10 Supplier Liability for Loss or Damage: Supplier shall bear all costs resulting from the loss of or damage to any Alpitronic-owned materials, parts, components, or finished goods while in Supplier's possession or control, including during storage and transit originating from Supplier's location. Supplier shall replace or reimburse Alpitronic for such loss or damage at Supplier's sole expense. This Clause is without prejudice to the passing of risk of loss for delivered Products in accordance with the applicable Incoterm under Clause V.1.5.

8.11 Supplier Qualification

Prior to commencing performance of the Services, Supplier shall complete all supplier qualification documentation required by Alpitronic's procurement and quality processes, including any qualification forms and procedures made available to Supplier.

IV. WARRANTIES, QUALITY AND NON-CONFORMING PRODUCTS

1 Warranty and Quality Assurance

1.1 Supplier represents and warrants that all Products:

a) strictly conform to the Specifications;

b) are new, do not contain any used or reconditioned parts or materials (except as explicitly stipulated otherwise in the Specifications) and are fit for their intended purpose;

c) are of sound workmanship, good quality, and free from defects in design, construction, manufacture and materials (collectively referred to herein as the "Product Warranty").

1.2 Supplier further warrants that all Products:

a) comply with all applicable laws, regulations, certification requirements, including without limitation health and safety standards and industry standards for the design, manufacture, and shipment of the Products;

b) do not include, incorporate, link to, or depend upon any Open-Source Software without Alpitronic's prior written consent, and any approved Open-Source Software shall not impose any obligation on Alpitronic or its customers to disclose source code, license proprietary software under open-source terms, grant patent rights, or otherwise impair Alpitronic's intellectual property rights; and

c) are free and clear of all liens, encumbrances, and other claims of title (collectively referred to herein as the “Fundamental Warranty”).

1.3 The foregoing warranties will survive any inspection, delivery, acceptance, or payment by Alpitronic.

1.4 Supplier shall enter into a Quality Assurance Agreement (“QAA”) with Alpitronic in the form provided by Alpitronic in connection with the applicable order, which sets forth the Parties’ respective quality assurance obligations and requirements in connection with the design, manufacture, analysis, storage and packing of the Products. The QAA, once executed, is incorporated into and made a part of these Terms by reference.

1.5 With respect to Services, Supplier warrants that the Services will be performed (a) in a professional, diligent, and workmanlike manner in accordance with the applicable Specifications, the Purchase Order, Statement of Work and generally accepted industry standards; (b) using personnel with the requisite skill, qualifications, experience, and training; and (c) in compliance with all applicable laws, regulations, and Alpitronic policies and site rules made available to Supplier, and that any related deliverables will conform to the applicable requirements.

2 Warranty Period; Liability for Defects

2.1 If the Products do not comply with the Product Warranty during a period of thirty-six (36) months from the date of delivery or do not comply with the Fundamental Warranty at any time (collectively, the “Warranty Term”), Alpitronic may elect, at its option, and at Supplier’s expense, to have the Products:

a) returned to Supplier for repair or replacement within a period specified by Alpitronic and, if the Supplier fails to repair or replace the Products within such period, have the Products repaired by a third party;

b) returned to Supplier in exchange for a full refund to Alpitronic.

2.2 Supplier acknowledges that warranty repairs and field service activities relating to Alpitronic equipment are performed exclusively by Alpitronic-trained service personnel, including Alpitronic employees and authorized service partners. Supplier shall not perform any repair activity on installed equipment unless expressly authorized in writing by Alpitronic. Supplier shall be liable for the reasonable and documented costs incurred by Alpitronic or its

authorized service providers in diagnosing, repairing, replacing, removing, reinstalling, or otherwise correcting any defect to the extent such defect is attributable to Supplier's breach of the warranties under these Terms. Upon Supplier's reasonable request, Alpitronic shall provide reasonable supporting documentation, evidencing the nature of the defect and the costs incurred.

2.3 With respect to Services, Supplier warrants the quality of Services according to IV.1.5 in each case for a period of twelve (12) months following performance or completion of the Services. If the Services or deliverables do not comply with this warranty, Alpitronic may exercise the remedies set forth in Clause 8.3 (Acceptance of Services), including requiring Supplier, at Supplier's expense, to re-perform or correct the non-conforming Services or, where re-performance is not practicable or fails to remedy the non-conformity, to refund the fees paid for the affected Services, in each case without prejudice to Alpitronic's other rights and remedies under these Terms or at law.

2.4 The Product Warranty applicable to Products repaired or replaced within the Warranty term will be the remainder of the original Warranty Term of such Product, or fifteen (15) months following the delivery date of such repaired or replaced Product, whichever is longer.

2.5 Supplier will pay or reimburse Alpitronic for any damages, costs, and expenses incurred by it in connection with any non-conforming Products, including the costs for notification, compensation, interruption in production, installation and removal work, defect tracing, tests, transport, business trips, repair, cost of labor or impacts on inventory. If any other components have been integrated with a non-conforming Product, and, as a result of such integration, the other components do not function properly or are otherwise affected, Supplier will compensate Alpitronic for the costs related to the purchase of such integrated components. Alpitronic is further entitled to charge a management fee of $110.00 USD for each submitted defect complaint to Supplier. Alpitronic's set-off rights with respect to amounts due under this Clause are governed by Clause VI.3.

2.6 In the event that the defect is originated by breach of the obligations under the QAA, in addition to the rights of remedies of this Clause, the terms of the QAA apply.

3 Notice of Defect

3.1 Alpitronic shall have no obligation to inspect Products beyond confirming, upon receipt, that: (a) the quantity and type of Products correspond to the applicable Purchase

Order; and (b) there are no externally visible transport damages or other externally visible defects. No further technical inspection shall be required at the time of receipt.

3.2 Alpitronic shall notify Supplier of any visible defects or non-conformities identified pursuant to Clause IV.3.1. within forty-five (45) days after receipt of the applicable Products.

3.3 Alpitronic shall notify Supplier of any non-visible or latent defects within forty-five (45) days after discovery of such defect by Alpitronic, or within forty-five (45) days after Alpitronic receives notification from its own customers of such defect, whichever is later.

3.4 Notwithstanding the foregoing, failure by Alpitronic to provide timely notice of a defect shall not: (a) constitute a waiver of any warranty claim or other right or remedy available to Alpitronic under these Terms, at law, or in equity; (b) relieve Supplier of any warranty obligation under Clauses IV.1 or IV.2; or (c) bar any claim for latent defects that could not reasonably have been discovered upon the inspection described in Clause IV.3.1.

3.5 Notwithstanding any notice of requirement set forth in this Clause, all warranty claims shall remain subject to the Warranty Term set forth in Clause IV.2, and nothing in this Clause shall be construed to shorten or limit the Warranty Term.

4 Insurance

4.1 Supplier will procure and maintain, at its own cost and expense, at least the following insurance coverage for itself and its Affiliates performing activities under these Terms:

a) comprehensive general (public and products) liability insurance, covering liabilities to third parties arising out of the performance of obligations under these Terms of at least $ five (5) million per occurrence;

b) employer's liability and/or worker's compensation insurance against all liabilities of Supplier and its personnel, officers, subcontractors, arising out of the performance of its obligations under these Terms, with coverage per occurrence in accordance with applicable statutory requirements;

c) professional indemnity insurance covering negligence, errors or omissions in connection with the performance or failure to perform

obligations under these Terms with coverage of at least $ five (5) million per occurrence and $ 10 million in the aggregate;

d) property damage and business interruption insurance in respect of the physical assets of Supplier covering risks such as fire, lightning, explosion, flooding, windstorm, etc. and consequential loss. Business interruption insurance should have a minimum indemnity period of twelve (12) months; and

e) any other insurance that may be required under applicable law.

4.2 Supplier's comprehensive general liability policy referred to under Clauses IV.4.1a) and IV.4.1b) will name Alpitronic, its officers, directors and employees as additional insured for claims. Such insurance will apply as primary insurance, and no other insurance will be called upon to contribute to any loss covered thereunder. In addition, such policies will permit Supplier and/or Alpitronic to waive, on its own behalf and on behalf of its insurers, any rights of subrogation against Alpitronic and/or Supplier as applicable.

4.3 Where Supplier performs Services, Supplier shall name Alpitronic, its Affiliates, and their respective officers, directors, and employees as additional insureds on its commercial general liability and, where applicable, professional indemnity (errors and omissions) insurance policies with respect to liabilities arising out of Supplier's performance of the Services. Such insurance shall apply as primary and non-contributory insurance, and Supplier shall, upon request, provide Alpitronic with certificates of insurance and, where available, additional insured endorsements evidencing such coverage.

4.4 Supplier's comprehensive general liability policy referred to under Clause IV.4.1a) will name Alpitronic, its officers, directors and employees as additional insured for claims. Such insurance will apply as primary insurance, and no other insurance will be called upon to contribute to any loss covered thereunder. In addition, such policies will permit Supplier

and/or Alpitronic to waive, on its own behalf and on behalf of its insurers, any rights of subrogation against Alpitronic and/or Supplier as applicable.

4.5 For the lifetime of each Product, Supplier will maintain product liability insurance providing full coverage for product liability exposure (including negligence and strict liability) related to the Products.

4.6 All insurance policies will be taken out with appropriately licensed and financially sound insurers and will provide for a minimum of thirty (30) days' written notice to Alpitronic of any cancellation or reduction in coverage.

4.7 Supplier will provide Alpitronic with certificates of insurance evidencing the required coverage and applicable limits prior to commencement of supply of Products under these Terms or the applicable Purchase Order. Certificates of insurance will be provided by Supplier on an annual basis thereafter.

4.8 Where any insurance policy is based on "claims made" coverage, Supplier shall maintain such coverage with Alpitronic named as an additional insured party for a minimum of three (3) years after termination of these Terms, retroactive at least from the date on which Supplier commenced its supply of Products under these Terms.

4.9 In no event shall the absence of Supplier's insurance coverage or limits under any insurance required under this Clause IV.4, or the lack or unavailability of any other insurance, diminish or limit Supplier's obligations or liability to Alpitronic under these Terms.

4.10 If Supplier fails to maintain in force and effect any insurance required under these Terms, it shall promptly notify Alpitronic in writing. Upon prior written notice to Supplier, Alpitronic shall be entitled to take out such insurance coverage on Supplier's behalf and at its expense, and Supplier shall promptly reimburse Alpitronic for all premiums and related expenses incurred.

4.11 Supplier shall procure that its subcontractors maintain insurance coverage consistent with the requirements set forth in this Clause IV.4.

4.12 Supplier and its subcontractors shall fully cooperate with Alpitronic and the insurers in the investigation and resolution of any claim, demand, proceeding, or damage.

V. DELIVERY

1 Delivery Terms

1.1 Products shall be delivered in accordance with the delivery dates, quantities, and delivery terms set forth in the applicable Purchase Order.

1.2 The provisions of this Clause V.1 governing Incoterms, delivery location, title and risk of loss, packaging, delivery notes, and delivery quantities apply to Products and, except to the extent relevant to any tangible deliverables, do not apply to Services. Services shall be performed and completed in accordance with the performance or completion dates and other requirements set forth in the applicable Purchase Order, and the provisions of Clause V.2 (Delay in Delivery) shall apply to any delay in the performance or completion of Services as if references to delivery were references to such performance or completion.

1.3 If Supplier delivers the Products to any location other than the delivery location designated by Alpitronic under Clause V.1.4, Alpitronic may, without prejudice to its other rights and remedies, have the Products redelivered to the correct location at Supplier's expense and risk.

1.4 Unless otherwise agreed in writing by the Parties, all Products shall be delivered DAP (Delivered at Place), as defined in Incoterms 2020, to the warehouse(s) of Alpitronic designated in the applicable Purchase Order or as otherwise communicated by Alpitronic in writing. Alpitronic may change the designated delivery location upon reasonable prior written notice to Supplier.

1.5 Title to the Products shall pass to Alpitronic upon delivery. Risk of loss shall pass in accordance with the applicable Incoterm. For the avoidance of doubt, passage of title or risk of loss shall not constitute acceptance of the Products for purposes of the warranty provisions of Clauses IV.1 and IV.2.

1.6 Transport of Products shall be performed by carriers and pursuant to routing instructions provided by Alpitronic. Supplier shall comply with Alpitronic's instructions regarding carrier selection and routing. Alternative transport arrangements shall be permitted only with Alpitronic's prior written approval. If Alpitronic requests premium or expedited freight, any additional charges actually incurred by Supplier shall be reimbursed by Alpitronic, except where such premium freight is required due to Supplier's own performance failure, in which case such costs shall be borne by Supplier.

1.7 The delivery note accompanying each shipment must contain: Alpitronic's invoicing address, delivery address, order number, order item number, article number, quantity per article number, customs nomenclature, weight, and country of origin. Deliveries not accompanied by a conforming delivery note may be refused by Alpitronic.

1.8 Supplier shall deliver the precise quantities of Products specified in each Purchase Order and shall not over-ship or under-ship. If Supplier anticipates that delivered quantities will deviate from the Purchase Order, it shall promptly notify Alpitronic in writing. Any under-shipment shall constitute a failure to deliver the relevant Purchase Order on time and shall be subject to the delay provisions of Clause V.2. If Supplier over-ships, the provisions of Clause V.1.9 shall apply.

1.9 If Products are delivered before the agreed delivery date, or in quantities exceeding the Purchase Order, without Alpitronic's prior written approval, Alpitronic may at its sole discretion: (a) refuse delivery and return such Products to Supplier at Supplier's risk and expense; (b) accept delivery but withhold payment until the date payment would be due based on delivery on the agreed delivery date; or (c) place such Products in storage for Supplier's risk and account until the agreed delivery date, with all storage costs borne by Supplier.

2 Delay in Delivery

2.1 Agreed delivery dates as set forth in the applicable Purchase Order are of the essence. Time is of the essence with respect to all of Supplier's delivery obligations under these Terms.

2.2 Supplier shall promptly notify Alpitronic in writing of any anticipated or actual delay in meeting an agreed delivery date, specifying: (a) the reason for the delay; (b) the expected revised delivery date; and (c) the corrective measures Supplier is taking to minimize the delay. Such notice shall be given as soon as Supplier becomes aware of the risk of delay and in any event no later than five (5) Business Days before the scheduled delivery date where reasonably practicable.

2.3 If a delivery delay occurs, Alpitronic may, at its sole discretion and at Supplier's expense: (a) request that Supplier arrange expedited or premium freight delivery to meet or minimize the missed deadline; or (b) arrange delivery itself, with all additional costs of expedited transport borne by Supplier.

2.4 Without prejudice to Clause V.2.3., if Supplier fails to deliver the Products by the agreed delivery date, Alpitronic may at its discretion procure equivalent products from an alternative supplier, in which case the relevant Purchase Order shall be deemed automatically cancelled and Supplier shall reimburse Alpitronic for any excess costs incurred in procuring such replacement products. Alpitronic shall provide Supplier with written notice before exercising this right except where the urgency of the situation makes prior notice impracticable.

2.5 If Supplier fails to deliver the Products by the agreed delivery date, Alpitronic shall be entitled in addition, at its election, to: (a) withdraw from the applicable Purchase Order; or (b) terminate these Terms and/or the affected Purchase Order in accordance with Clause XI.3 (Termination for Cause).

2.6 Alpitronic's set-off rights with respect to amounts due under this Clause are governed by Clause VI.3.

2.7 Alpitronic’s rights and remedies under this Clause are in addition to, and not in lieu of, any other right or remedy available to Alpitronic under these Terms or at law, including without limitation the right to cancel a Purchase Order under Clause V.2.4., the right to terminate these Terms, and the right to recover damages for any breach. For the avoidance of doubt, the remedies under this Clause V.2 relate solely to delay in delivery and do not apply to any other breach of these Terms by Supplier.

3 Packaging of the Goods

3.1 Alpitronic is committed to reducing its environmental impact to a minimum as far as possible. This also means that waste shall be avoided as far as possible, and that packaging materials are selected by means of being reusable or recyclable. Therefore, in accordance with the appropriate packaging of the Products, the Supplier shall ensure, where applicable, that the packaging is environmentally friendly.

3.2 The Products shall be packed according to the instructions provided by Alpitronic. If no packaging instructions are provided, Alpitronic shall retain the right to review and approve the packaging selected by Supplier.

4 Customs Compliance and Export Control

4.1 General Compliance. Supplier shall comply with all applicable international and national export control laws and regulations and shall not export or re-export, directly or indirectly, any information, goods, software, or technology to any country or person for which

the European Union, the United States of America, or any other applicable jurisdiction prohibits or restricts exportation without first obtaining all required export licenses or other governmental approvals.

4.2 Export Control Classification. Supplier shall inform Alpitronic in writing whether any Product, or any software or technology incorporated therein, is subject to U.S. export controls or the export control laws of Supplier's jurisdiction. In such event, Supplier shall provide Alpitronic with the following information to the extent applicable: (a) the relevant export control legal jurisdiction; (b) export control classification numbers (ECCNs) or EAR99 designation; (c) any applicable export control licenses; and (d) commodity classification automated tracking system codes (CCATS).

4.3 Country of Origin. Upon Alpitronic's request, Supplier shall provide a certification stating the country of origin for the Products, in form and substance sufficient to satisfy: (a) the customs authorities of the country of receipt; and (b) applicable export controls and regulations. Supplier shall mark each Product, or the Product's container if there is insufficient space on the Product itself, with the country of origin in compliance with the requirements of the customs authorities of the applicable country of receipt.

4.4 Preferential Origin and Customs Documentation. Supplier shall organize its administration and manufacturing such that Products can be supplied with preferential origin status where available and shall provide appropriate documentary evidence of such status. Supplier shall provide all customs documentation required in connection with the import or export of Products by Alpitronic or its Affiliates, including without limitation: (a) USMCA Certificates of Origin (renewed on a biannual basis); (b) Harmonized Tariff System classification codes; and (c) any other documentation required by applicable customs authorities. Suppliers shall support Alpitronic with import and export regulatory matters to ensure compliance with applicable law.

4.5 Documentation Maintenance.

4.6 Supplier shall maintain all documentation specified in this Clause in current and accurate form throughout the lifetime of the Products and in any event for a period of fifteen (15) years from the date of first manufacture of the Products, in a manner sufficient to enable Alpitronic to trace the Products from manufacture to end-user. Supplier shall deliver complete

and up-to-date documentation to Alpitronic within twenty-four (24) hours of any of the following events:

a) Alpitronic's written request;
b) Supplier's issuance of a notice regarding its decision to discontinue production of any Product;
c) Alpitronic's end-of-life notification to Supplier; or
d) Supplier ceasing or threatening to cease to carry on business in the normal course, becoming insolvent, making a general assignment for the benefit of creditors, suffering or permitting the appointment of a receiver or manager for its business or assets, or becoming subject to any proceeding under applicable bankruptcy or insolvency laws.

VI. PRICES AND PAYMENT

1 Prices and Price Revision

1.1 The Purchase Price is defined in the Purchase Order. The Purchase Price shall be expressed as a net product price, exclusive of any sales or other similar tax, including VAT, if applicable), in each case as further described in the Purchase Order.

1.2 Notwithstanding Clause VI.1.1, the Purchase Price may be adjusted to reflect material changes in the cost of the raw material inputs listed in the table below, subject to the following conditions:

a) Either Party may request a price adjustment by written notice to the other Party, specifying the relevant commodity indicator, the reference value as of the Effective Date (or the date the applicable unit price was last agreed), the current value, and the proposed adjustment.
b) Price adjustments under this Clause VI.1.2 shall be calculated as follows: the percentage change in the relevant commodity indicator from the reference value shall be multiplied by the relevant material's proportionate share of the total unit cost of the affected Product. The resulting adjustment shall be applied to the Purchase Price.
c) Price adjustments under this Clause VI.1.2 shall not exceed ±10% of the then-current Purchase Price in any twelve (12) month period and shall not apply to confirmed Purchase Orders.

d) The commodity indicators and reference materials are as set forth in the existing table below.

e) If the Parties are unable to agree on a price adjustment within thirty (30) days of a written request, either Party may escalate the matter pursuant to the dispute resolution provisions of Article XII.

Material	Indicator
Copper	*London Metal Exchange - Copper (LME)*
Plastic	*Plastics Material and Resins Manufacturing – St. Louis FED*
Aluminum	*London Metal Exchange Alluminio LME*
Semiconductors	*Philadelphia Semiconductor*
Stainless steel	*Kallanish steel – Flat Products, HRC Italy EXW*
Alloy surcharge AISI 304	*Legierungszuschläge (alloy surcharge) COGNE Italia – n. prodotto 1.4301 / 304 / Blankstahl*
Alloy surcharge AISI 430	*Legierungszuschläge (alloy surcharge) COGNE Italia – n. prodotto 1.4104 / 430F / Blankstahl*

The reference indicator to be applied is the indicator as of the Effective Date of the Terms or, in lack of a specific indicator for that day, that reference indicator that is closest to the Effective Date.

If no agreement on adjusted Purchase Prices is found within sixty (60) days of the initial written request, either Party may terminate these Terms upon six (6) months' prior written notice. Notwithstanding the ninety (90) day notice period set forth in Clause XI.2, the six (6) month notice period set forth in this Clause shall govern any termination exercised under this Clause,

provided that any Purchase Orders already accepted shall remain in effect and be performed in accordance with these Terms.

2 Payment

2.1 Payment shall be made within sixty (60) days after receipt of the respective invoice, unless differently stated in the Purchase Order.

2.2 All invoices are issued and payable in USD. Each invoice must contain: Alpitronic's order number, delivery note number, delivery address, article number, and corresponding quantity details. Supplier must submit each invoice in PDF format to accounting@alpitronic.us. An invoice shall not be deemed received, and the applicable payment period shall not commence, unless and until the invoice has been submitted to the foregoing email address and contains all information required under this Section. Alpitronic shall have no obligation to process or make payment with respect to an invoice until these requirements have been satisfied.

2.3 Alpitronic's set-off rights with respect to amounts due under this Clause are governed by Clause VI.3.

2.4 If Supplier or any of its Affiliates offer products or spare parts comparable to the Products to any third party at prices, discounts, delivery terms, payment terms, or warranties that are more favorable than those offered to Alpitronic, Supplier will promptly inform Alpitronic of such terms and conditions. Alpitronic will automatically become entitled to such more favorable terms and conditions as of the date of the first offer of such more favorable terms or conditions to such third party.

2.5 Any amounts payable by either Party under these Terms that are not paid when due shall accrue interest from the due date until the date of actual payment at a rate equal to the lesser of: (a) the U.S. Prime Rate as published in The Wall Street Journal on the first Business Day of the applicable calendar month, plus two percent (2%); or (b) the maximum rate permitted by applicable law.

3 Set-Off Rights

3.1 General Right of Set-Off. Alpitronic shall have the right, at any time and without prior notice, demand, or additional agreement, to set off, deduct, or withhold any amounts owed or claimed to be owed by Supplier to Alpitronic, whether liquidated or unliquidated, matured or unmatured, contingent or fixed, and whether arising under these Terms or any

other contractual or legal relationship between the Parties or their respective Affiliates, against any amounts payable by Alpitronic to Supplier under these Terms or any other agreement between the Parties or their respective Affiliates.

3.2 Specific Set-Off Triggers. Without limiting the generality of the foregoing, Alpitronic's right of set-off expressly includes, without limitation, the right to set off:

(a) any charges, costs, fees, or damages due to Alpitronic under Clause IV.2 (Warranty Period; Liability for Defects), including without limitation the $110.00 USD per-defect management fee, costs of repair, replacement, field service, and notification;

(b) any damages or excess costs due to Alpitronic under Clause V.2 (Delay in Delivery);

(c) any amounts recoverable by Alpitronic in connection with excess procurement costs incurred under Clause V.2.4. as a result of Supplier's failure to deliver;

(d) any amounts recoverable by Alpitronic in connection with Supplier's failure to maintain required insurance under Clause IV.4;

(e) any indemnification amounts owed to any Alpitronic Indemnitee (as defined below) under Clause VII.3 (Supplier Indemnification); and

(f) any other amounts owed by Supplier to Alpitronic or any Alpitronic Indemnitee arising from Supplier's breach of any representation, warranty, covenant, or obligation under these Terms.

3.3 Affiliate Set-Off. For the avoidance of doubt, Alpitronic's right of set-off extends to amounts owed by Supplier or any of its Affiliates to Alpitronic or any of its Affiliates and may be exercised against any payment obligation of Alpitronic or any of its Affiliates to Supplier or any of its Affiliates, regardless of whether the underlying obligations arise under the same agreement or contractual relationship.

3.4 No Condition on Payment. Alpitronic's exercise of its set-off rights under this Clause shall not constitute a default, breach, or event of non-payment under these Terms or any other agreement between the Parties. Supplier shall have no right to suspend performance, cancel Purchase Orders, or otherwise alter its obligations under these Terms on the basis of Alpitronic's exercise of its set-off rights.

3.5 Notice of Set-Off. Alpitronic shall provide Supplier with written notice of any set-off exercised under this Clause, specifying in reasonable detail the amount set off and the

basis therefor. Failure to provide such notice shall not invalidate the set-off or give rise to any claim by Supplier; it shall merely obligate Alpitronic to provide the notice as soon as reasonably practicable thereafter.

3.6 Reservation of Rights. Alpitronic's exercise of its set-off rights under this Clause is without prejudice to any other right or remedy available to Alpitronic under these Terms or at law, including without limitation the right to recover any amounts in excess of those set off. Set off of a claim shall not constitute a waiver, release, or limitation of any other claim Alpitronic may have against Supplier arising from the same or any other breach.

3.7 Supplier's Set-Off Rights. Supplier shall have no right to set off, deduct, or withhold any amounts against payments due to Alpitronic without Alpitronic's prior written consent.

VII. INTELLECTUAL PROPERTY RIGHTS

1 Intellectual Property Rights Related to the Product

1.1 All specifications, drawings, molds, jigs, equipment, tools, software and other materials provided by or paid for by Alpitronic or its Affiliates to Supplier or its Affiliates, whether before, at or after the Effective Date (collectively, “Alpitronic Materials”) will be the property of Alpitronic. Supplier will clearly mark the Alpitronic Materials as property of Alpitronic and will properly maintain them at its expense and keep them in safe storage. Supplier will use the Alpitronic Materials exclusively for the manufacture and supply of Products to Alpitronic.

1.2 All Intellectual Property Rights in and to

a) any documentation, drawings, specifications, designs, inventions, software, methods, techniques, know-how or any other work products, deliverables or materials created or developed by Supplier or any of its Affiliates; and

b) any enhancements or improvements of Intellectual Property Rights or other rights owned by Alpitronic or its Affiliates created or developed by Supplier or its Affiliates in anticipation of or in connection with these Terms will vest in Alpitronic. Supplier hereby assigns and will cause its Affiliates to assign to Alpitronic all right, title and interest therein and will execute all such documents and do all such acts necessary to perfect such rights and to protect Alpitronic’s interest therein.

1.3 The supply of Products will be deemed to confer upon Alpitronic, as well as its subcontractors, distributors, agents and customers, a world-wide, perpetual, fully paid-up, non-exclusive license under all Intellectual Property Rights owned by Supplier or any of its Affiliates to sell, lease, distribute or otherwise dispose, use and maintain such Products as well as products incorporating such Products.

1.4 Supplier will affix on the Products the trademarks and serial numbers and use packaging as directed by Alpitronic. Supplier will not affix any patent markings on the Products. Supplier will not sell, transfer or distribute any component or product bearing any trademark, serial number or packaging belonging or specific to Alpitronic to any party other than as allowed under these Terms. When directed by Alpitronic, Supplier will at its own expense remove all Alpitronic's trademarks from all rejected, returned or redundant Products, even if such removal would require destruction of the Products. Supplier will not represent that such Products have been designed or manufactured for Alpitronic or to the Specifications.

1.5 Except as expressly permitted by Clause VII.1.4., the manufacture and supply of Products by Supplier hereunder does not grant to Supplier any right or license to the wordmark ALPITRONIC, A ALPITRONIC HYPERCHARGER, HYPERCHARGER BY ALPITRONIC, A, or any other trademark or other indicia of Alpitronic or its Affiliates.

2 Infringement of Intellectual Property Rights

2.1 Supplier represents and warrants that:

a) it has not received notice from any third party claiming that any Product directly or indirectly infringes any third-party Intellectual Property Rights; and

b) the Products do not and will not, directly or indirectly, infringe any third-party Intellectual Property Rights or other proprietary rights.

2.2 In addition to the other indemnification obligations contained in these Terms Supplier will indemnify and hold harmless the Alpitronic Indemnitees (as defined in Clause VII.3) from and against any and all liabilities, damages, claims, costs and expenses, including attorneys' fees, arising directly or indirectly from any claim brought by a third party alleging that the manufacture, use or sale of a Product constitutes direct or indirect infringement of any third party Intellectual Property Right or other proprietary right.

2.3 Without prejudice to Clause VII.2.2., in the event that, in Alpitronic's opinion, a Product infringes any third-party Intellectual Property Right or other proprietary right, Supplier will, as directed by Alpitronic and at Supplier's expense, either:

a) modify the Product such that it no longer infringes, without compromising functionality and meeting all Alpitronic's requirements;
b) replace the Product with a compatible, functionally equivalent non-infringing product meeting all Alpitronic's requirements; or
c) Procure for Alpitronic the right to continue to purchase, use, sell, lease, distribute and otherwise dispose of the Product.

2.4 In addition to the foregoing and notwithstanding any other rights and remedies, Supplier will reimburse all costs incurred by Alpitronic in connection with a recall or replacement of any such infringing Product and Alpitronic will be entitled to terminate in whole or in part these Terms and any Purchase Order.

2.5 Supplier hereby grants to Alpitronic and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty free right and license to reproduce and distribute itself and through its distribution channels any software provided by Supplier with the Products or incorporated or embedded in the Products (including without limitation firmware), and to permit users of the Products to use such software in connection with the use of the Products.

2.6 Supplier will provide Alpitronic with an electronic copy of the Product Documentation and hereby grants to Alpitronic and its Affiliates a worldwide, fully-paid up license to use, modify, translate, incorporate in other documentation, prepare derivative works based on, reproduce and distribute such documentation to third parties for use with the Product. Supplier will provide Alpitronic with updates of the Product Documentation upon any changes to the Products or as may be otherwise appropriate. The Product Documentation will be in English and such other languages as may be agreed between the parties. Supplier will also provide and update instructions relating to use, installation and service of the Products as appropriate.

3 Supplier Indemnification

Supplier and its Affiliates shall indemnify, defend, and hold harmless Alpitronic, its Affiliates, and their respective officers, directors, employees, successors, assigns, subcontractors, distributors, dealers, agents, customers, and end users (collectively, "Alpitronic Indemnitees")

from and against any and all liabilities, damages, losses, claims, demands, actions, costs and expenses, including reasonable attorneys' fees, arising from or relating to:

a) any breach by Supplier of any representation, warranty, covenant, or obligation under these Terms;
b) any product liability claim relating to the Products;
c) any product safety claim relating to the Products;
d) any claim involving personal injury or death attributable to the Products or Supplier's performance;
e) any loss or damage to property attributable to the Products or Supplier's acts or omissions;
f) any negligent act, omission, or willful misconduct of Supplier or any of its subcontractors or personnel; and
g) any infringement or misappropriation of any third-party intellectual property right by the Products or Supplier's performance hereunder.

Alpitronic's right to indemnification under this Clause shall not be limited by any limitations of liability provisions in these Terms and shall survive termination or expiration of these Terms.

VIII. CONFIDENTIALITY

Each Party (as "Receiving Party") shall keep confidential all non-public information disclosed to it by or on behalf of the other Party (as "Disclosing Party") in connection with the Purchase Order and these Terms, including technical, commercial, financial, and pricing information, know-how, and the terms of any order (collectively, "Confidential Information"). The Receiving Party shall (a) use Confidential Information solely for the purpose of performing these Terms; (b) not disclose it to any third party except to its personnel, Affiliates, and professional advisors who need to know it for that purpose and who are bound by confidentiality obligations no less protective than those set out herein; and (c) protect it using at least the same degree of care it applies to its own confidential information of like importance, and in no event less than a reasonable degree of care.

The obligations in this clause do not apply to information that: (a) is or becomes publicly available through no breach by the Receiving Party; (b) was lawfully known to the Receiving Party, free of any obligation of confidence, prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

The Receiving Party may disclose Confidential Information to the extent required by applicable law or by a court or governmental authority of competent jurisdiction, provided that, where legally permitted, it gives the Disclosing Party prompt prior written notice and reasonable assistance to enable the Disclosing Party to seek a protective order or other appropriate remedy.

All Confidential Information remains the property of the Disclosing Party. Upon the Disclosing Party's written request or upon expiration or termination of these Terms, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, except for copies required to be retained by applicable law or routine backup procedures, which shall remain subject to the confidentiality obligations of this clause.

The obligations in this clause shall survive the expiration or termination of these Terms for a period of five (5) years, except that Confidential Information constituting a trade secret shall remain protected for so long as it qualifies as a trade secret under applicable law. Where the Parties have entered into a separate written non-disclosure agreement, that agreement shall govern to the extent of any conflict with this clause.

IX. FORCE MAJEURE

1 Force Majeure Event

1.1 For purposes of these Terms, "Force Majeure Event" means an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under these Terms, if and to the extent the Party affected by the impediment (the "Affected Party") proves:

a) that such impediment is beyond its reasonable control;
b) that it could not reasonably have foreseen the impediment at the time the applicable Purchase Order was accepted; and
c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

1.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under Clause IX.1.1., and the Affected Party only needs to prove that condition (c) of Clause IX.1.1.is satisfied:

a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;

b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy;

c) currency and trade restriction (also due to epidemics or pandemics), embargo, sanction;

d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;

e) plague, epidemic, pandemic, natural disaster, or extreme natural event;

f) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system, or energy; and

g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

2 Effects of a Force Majeure Event

A Party successfully invoking Clause IX.1 is relieved from its duty to perform its obligations under the Terms and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. Such notice given by the Affected Party must describe (i) the Force Majeure Event, (ii) the obligations which it is unable to perform, and (iii) a projection of the expected period of delay or inability to perform due to such Force Majeure Event. The Affected Party will use reasonable commercial efforts to mitigate its effects and to cure any non-performance. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. The other Party may suspend the performance of its obligations, if applicable, from the date of the notice.

Where the duration of the Force Majeure Event has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under the Terms, either Party has the right to terminate the Terms without liability by notification to the other Party within a reasonable period.

Unless otherwise agreed, the Parties expressly agree that the Terms may be terminated by either Party if the duration of the Force Majeure Event exceeds thirty (30) days.

The failure of a contractor or vendor of Supplier will not constitute a Force Majeure Event. The following circumstances will in no event qualify as Force Majeure on the part of Supplier: shortage of personnel, production materials or resources, strikes, breach of contract by

Supplier contractors or vendors of Supplier, financial problems of Supplier, the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Products.

X. ETHICS

1 Ethical Code and Corporate Compliance; Subcontractors

1.1 Alpitronic condemns and rejects any form of unfair business practices, unlawful agreements, injurious and vexatious behavior, abuse of power or behavior in favor of the reuse, acceptance and use of goods or means of unlawful origin in the national and international field. Alpitronic instead promotes the value of free, open and fair competition and acts accordingly. It also undertakes to comply with the principles of transparency, honesty, and fairness in the conduct of business relations. Furthermore, Alpitronic complies with and requests that Supplier is also to comply with applicable environmental, social and governance laws and regulations. Therefore, Alpitronic has established and implemented a compliance management system in accordance with applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act, to ensure compliance with the ethical standards set forth in its Code of Ethics and Supplier Code of Conduct. By accepting these Terms, the Supplier agrees to comply with Alpitronic's Code of Ethics and Supplier Code of Conduct, as made available by Alpitronic (including on Alpitronic's website) or otherwise provided to Supplier.

1.2 Supplier shall further comply with the information security and cybersecurity requirements set forth in the Information Security and Assurance Agreement (ISAA) provided by Alpitronic in connection with the applicable order. This obligation includes, in particular, the implementation and maintenance of appropriate technical and organizational security measures to protect data and systems, as well as the prompt notification to Alpitronic of any security incidents, at the latest within twenty-four (24) hours of becoming aware thereof.

Any breach of this Clause X.1 shall be deemed a material breach of these Terms and shall entitle Alpitronic to terminate these Terms and/or any affected Purchase Order in accordance with Clause XI.3.

Suspected or known violations of the ethical principles and the compliance system can be reported at any time via the e-mail address odv@alpitronic.it provided for this purpose or to the whistleblowing tool set forth on Alpitronic's website. Any notification will be treated in absolute confidence and will not lead to any adverse consequences whatsoever.

1.3 Supplier shall disclose in writing to Alpitronic its use of any subcontractors and obtain Alpitronic's prior written approval, provided that no such approval shall relieve Supplier of its obligations under these Terms. Supplier shall cause all subcontractors to comply with the obligations of these Terms and shall be liable for any breach by any subcontractor. Supplier shall not procure Products to be delivered under these Terms from a third party in completed or substantially completed form without Alpitronic's prior written consent. Upon Alpitronic's request upon termination, Supplier shall assign any contract with a subcontractor to Alpitronic or a successor supplier designated by Alpitronic.

XI. TERM AND TERMINATION

1 Term

These Terms apply to and govern each Purchase Order that incorporates them by reference and take effect on the Effective Date. Unless earlier terminated in accordance with this Article, these Terms shall continue in effect with respect to each such Purchase Order until the Parties have fully performed their respective obligations thereunder, or for such period as is otherwise specified in the applicable Purchase Order or agreed by the Parties in writing (the "Term"). Neither these Terms nor any Purchase Order will automatically renew. Termination of these Terms shall not affect any Purchase Order accepted prior to the effective date of termination, which shall continue to be governed by these Terms until fully performed, unless such Purchase Order is itself terminated in accordance with this Article.

2 Termination for Convenience

Both Parties are entitled to terminate these Terms upon 90 Days prior written notice, without incurring any costs or liability other than as expressly set forth in these Terms. Notwithstanding the foregoing, any Purchase Order that has been accepted as of the date of the termination notice shall survive termination of these Terms and remain fully binding on Supplier. Supplier shall fulfill all such Purchase Orders in accordance with the delivery dates, quantities, Specifications, and other terms of these Terms as if these Terms had not been terminated. All terms and conditions of these Terms necessary to give effect to the foregoing, including warranty, delivery, pricing, payment, and dispute resolution provisions, shall survive termination solely to the extent required to govern the performance and completion of any such Purchase Orders.

3 Termination for Cause

Either Party may terminate these Terms and/or any affected Purchase Order, in whole or in part, with immediate effect upon written notice to the other Party if the other Party materially breaches these Terms or the applicable Purchase Order and, where such breach is capable of cure, fails to cure it within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy. Any breach that is expressly stated in these Terms to be a material breach, and any breach that is not capable of cure, shall entitle the non-breaching Party to terminate immediately upon written notice without any cure period. Termination under this Clause is without prejudice to any other right or remedy available to the terminating Party under these Terms, the applicable Purchase Order, or at law, and shall not relieve the breaching Party of any liability accrued prior to termination.

4 Termination for Insolvency

Alpitronic may terminate these Terms and/or any outstanding Purchase Order, in whole or in part, with immediate effect upon written notice to Supplier if Supplier ceases or threatens to cease to carry on business in the normal course, becomes insolvent or unable to pay its debts as they fall due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver, administrator, trustee, or manager over its business or assets, or becomes subject to any proceeding under applicable bankruptcy or insolvency laws, in each case to the extent permitted by applicable law.

5 Consequences of Termination; Survival

Upon expiration or termination of these Terms or any Purchase Order for any reason: (a) Supplier shall promptly return to Alpitronic, or dispose of as directed by Alpitronic, all Alpitronic Materials, Equipment, and Confidential Information relating to the terminated Terms or Purchase Order in its possession or control; (b) each Party shall pay all amounts properly due and owing to the other Party as of the effective date of termination, subject to Alpitronic's set-off rights under Clause VI.3; and (c) Supplier shall provide reasonable transition assistance requested by Alpitronic to enable an orderly transfer of supply to Alpitronic or an alternative supplier. Termination of these Terms shall not affect any Purchase Order accepted prior to the effective date of termination, which shall be performed in accordance with Clause XI.2. Any provision of these Terms that expressly or by its nature is intended to survive termination or expiration—including provisions relating to warranties, liability for defects, indemnification, intellectual property, confidentiality, set-off, audit rights, continuity of supply and spare parts, dispute resolution, and governing law—shall survive and continue in full force and effect.

XII. DISPUTE RESOLUTION AND GOVERNING LAW

1 Arbitration.

Any dispute arising between the Parties concerning the interpretation, application and/or execution of these Terms shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, with the seat of arbitration in Charlotte, North Carolina, United States of America. For disputes involving amounts in controversy of less than $500,000 USD, the dispute shall be decided by a sole arbitrator appointed by the AAA. For all other disputes, the dispute shall be decided by a panel of three (3) arbitrators. Each Party shall appoint one (1) arbitrator, and the two Party-appointed arbitrators shall jointly appoint the third arbitrator, who shall serve as chair of the panel and shall have technical expertise in the field of electrical engineering. If the two Party-appointed arbitrators fail to agree on the third arbitrator within thirty (30) days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the AAA in accordance with its Commercial Arbitration Rules. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1-16 (as hereafter amended), and state arbitration laws shall not apply. The award shall be final and binding on the Parties, shall be rendered in United States Dollars, and the arbitrators may not make any ruling, finding or award that does not conform to the terms and conditions of these Terms. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

2 Governing Law

The Terms shall be governed by the laws of the State of North Carolina, United States of America, excluding its conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

XIII. MISCELLANEOUS

1 Data Protection

Personal data provided to Alpitronic will be processed by authorized personnel, including in electronic form, solely for the purposes of performing, administering, and enforcing these Terms and the transactions contemplated hereby, and for complying with applicable legal, tax, accounting, and regulatory obligations. The provision of such personal data is necessary for these purposes, and a refusal to provide it (in whole or in part) may prevent or limit the performance or continuation of these Terms.

Personal data may be disclosed to Alpitronic's and its Affiliates' authorized employees, and to third-party service providers and processors engaged by Alpitronic under appropriate written confidentiality and data protection terms, in each case to the extent necessary for the purposes described above (including in connection with administrative, tax, and accounting operations).

Personal data will be retained only for as long as necessary to perform the obligations under these Terms and to comply with applicable record-retention requirements under applicable law. Alpitronic will maintain reasonable administrative, technical, and organizational safeguards designed to protect such personal data against unauthorized access, use, or disclosure.

To the extent provided under applicable U.S. federal and state privacy laws, data subjects may exercise their rights with respect to their personal data, including any applicable rights to access, correct, or delete such data, by contacting Alpitronic at the following e-mail address: legal@alpitronic.it.

2 Severability Clause

If any part, term or provision of these Terms is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if these Terms did not contain the particular part, term or provisions held to be illegal or invalid.

3 Entire Understanding

These Terms supersede all prior communications, representations, and agreements, whether oral or written, between the Parties with respect to the subject matter of these Terms and contain the entire understanding between the Parties concerning the subject matter hereof. For the avoidance of doubt, nothing in this clause shall affect any separate written agreement between the Parties that expressly states it survives these Terms.

4 Assignment

Supplier may not assign, transfer, delegate, or otherwise dispose of any of its rights or obligations under these Terms without the prior written consent of Alpitronic. Alpitronic may assign these Terms, in whole or in part, to any of its Affiliates or to any successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, without Supplier's consent, upon written notice to Supplier.

5 Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

6 Audit Rights

Upon reasonable prior written notice and during normal business hours, Alpitronic and its representatives (including third-party auditors bound by confidentiality obligations) shall have the right to inspect and audit Supplier's manufacturing facilities, processes, quality systems, and relevant books and records to verify Supplier's compliance with these Terms, the Specifications, the QAA, and applicable law. Supplier shall provide reasonable cooperation and access in connection with any such audit. This right shall continue for the duration of the Term and for a period of three (3) years thereafter.

Supplier shall retain all records relating to pricing, performance, quality, and compliance under these Terms for a minimum of ten (10) years following completion of the applicable Purchase Order, and shall make such records available to Alpitronic in connection with any audit conducted under this Clause.

7 Continuity of Supply; Spare Parts and End-of-Life

Supplier shall ensure the continued availability of the Products and spare parts throughout the Term. Supplier shall not discontinue, obsolete, or make any end-of-life change to any Product without providing Alpitronic at least twelve (12) months' prior written notice. Following any such notice, Supplier shall (a) offer Alpitronic a final last-time-buy opportunity for the affected Products and spare parts, and (b) make spare parts and repair services available for a minimum of ten (10) years after the last delivery of the affected Product. Supplier shall notify Alpitronic promptly of any anticipated component obsolescence and shall propose form-, fit-, and function-compatible replacements for Alpitronic's approval.

8 Compliance with Laws; Conflict Minerals

Supplier shall comply with all applicable laws, regulations, and industry standards in the performance of its obligations under these Terms, including those relating to anti-corruption, anti-slavery and human trafficking, environmental protection, health and safety, and labor and employment. Supplier shall implement due diligence measures with respect to the sourcing of

tin, tantalum, tungsten, gold, and other conflict minerals and, upon Alpitronic's request, shall provide accurate and complete declarations (including on industry-standard reporting templates) regarding the origin and chain of custody of such materials contained in the Products.

9 Product Recall

If either Party reasonably determines that any Product is or may be defective, non-conforming, or unsafe, or that a recall, withdrawal, field correction, retrofit, stop-ship, or similar corrective action (each, a "Recall") may be advisable or is required by any applicable law or governmental authority, it shall promptly notify the other Party in writing. Alpitronic shall have the sole right to decide whether, and the manner in which, to conduct any Recall involving the Products, and Supplier shall not initiate any Recall affecting Alpitronic or its customers without Alpitronic's prior written consent, except where required by applicable law. Supplier shall fully cooperate with, and provide all reasonable assistance in connection with, any Recall. Where a Recall arises out of or relates to any defect or non-conformity in the Products, any breach of warranty, or any negligent act or omission of Supplier, Supplier shall bear all costs and expenses of the Recall, including without limitation the costs of notification, shipping, recovery, inspection, repair, replacement, disposal, and the reasonable administrative and personnel costs incurred by the Alpitronic Indemnitees, without prejudice to any other right or remedy available to Alpitronic under these Terms or at law.