

OCAP ITALIA s.r.l.
GTCS – GENERAL TERMS AND CONDITIONS OF SUPPLY

1. DEFINITIONS

1.1 OCAP or Supplier. «OCAP» or the «Supplier» means OCAP ITALIA s.r.l., a company engaged in the design, manufacture and marketing of chassis components for self-propelled vehicles, with registered office in Valperga (TO), SS. 460 Km [●], Tax Code/VAT No. [●].

1.2 Customer. «Customer» means any entity, in any case organized as a business enterprise or company, purchasing the Products from OCAP, including any successors, transferees and/or assignees of the relationship to the extent allowed by these GTCS and the applicable law.

1.3 Products. «Products» mean the goods supplied by OCAP including, but not limited to, chassis components, accessory and/or complementary parts, as well as any related goods and services (such as, tooling, design activities, R&D and testing, machining, assembly, packaging, where applicable), as specifically described in the Order Confirmation and/or in the contractual documentation.

1.4 Purchase Order. «Purchase Order» means the Customer's contractual offer, specifying the Products (item codes, quantities, prices, delivery terms, Incoterms, packaging, currency and any other commercial terms and conditions), sent to OCAP by the agreed method or by the customarily business means.

1.5 Order Confirmation. «Order Confirmation» means the document (or equivalent communication) by which OCAP accepts the Purchase Order, with any possible amendments, additions or clarifications, and which shall constitute the governing document for identifying the Products, the price and the applicable commercial terms and conditions.

1.6 Contract. «Contract» means the binding agreement between OCAP and the Customer arising from the Order Confirmation or from OCAP's performance of the Customer's Purchase Order, as well as from these GTCS and any special terms or written agreements specifically agreed between the Parties.

1.7 Project. «Project» means, collectively and in its entirety, all documents, data and technical information relating to the Products and/or to their design and development activities, including: *(i)* the graphic documentation containing the Product drawings; *(ii)* the technical and functional specifications and the related know-how necessary for, or otherwise used in, the manufacture of the Products; and *(iii)* any further technical content, irrespective of form or medium (paper, digital or otherwise), including without limitation, drawings, models, calculations, technical tables, product sheets, bills of materials, prototypes, samples, tooling, technical solutions,

improvements, variants and developments, in any case and in any manner connected with the Products and/or with their design, industrialization and production.

1.8 Confidential Information. “Confidential Information” means any information, data, document or content – whether of a technical, industrial, manufacturing, commercial, economic, financial, logistics, organizational or strategic nature – relating to OCAP, the Products, the Project and/or the contractual relationship, which OCAP discloses or makes available to the Customer, directly or indirectly, in any form and on any medium (whether oral, written, digital, visual, samples, prototypes, files, e-mail, meetings, plant visits), including, but not limited to, price lists and commercial terms, discounts, forecasts, volumes, production and delivery plans, names and terms of sub-suppliers, bills of materials and routings, costs, profit margins, quality standards, audit reports, tests and inspections, as well as any information concerning negotiations, offers, contractual terms and the contents of the Order Confirmation.

2. SCOPE

2.1 Scope of application. These CGF shall govern, generally and uniformly, any sale and/or supply of Products by OCAP to the Customer, irrespective of the form (written, electronic or by conduct) in which the Contract is entered into. The CGF shall be deemed known and accepted by the Customer and form an integral and material part of each Contract.

2.2 Hierarchy of contractual documents. In the event of any inconsistency or conflict among the contractual documents, the following order of precedence shall apply:

- (a) framework agreements, special terms or special agreements expressly negotiated and signed by OCAP;
- (b) the Order Confirmation, where issued;
- (c) these CGF.

Any of the Customer’s general terms and conditions (including purchasing terms and conditions, specifications, quality manuals, technical annexes) shall not be binding on OCAP unless expressly accepted by OCAP.

2.3 Derogations and amendments. Any derogation from, amendment to or supplement to the CGF shall be valid only if agreed in writing and duly signed on behalf of OCAP by its legal representative. No conduct, acquiescence, forbearance, course of dealing or trade usage shall be construed as an implied acceptance of any differing terms proposed by the Customer.

2.4 Severability. Should one or more clauses of the CGF be invalid or ineffective, in whole or in part, the remaining clauses remain in full force and effect. The Parties shall, where necessary, negotiate in good faith to replace any such invalid or

unenforceable clause with a valid and enforceable clause that, to the greatest extent possible, reflects the Parties' original intent and achieves an equivalent economic and legal result, in accordance with applicable law.

3. FORMATION OF THE CONTRACT

3.1 Purchase Order. The Customer's Purchase Order constitutes a contractual offer and shall not, of itself, be binding upon OCAP, which remains free to accept or reject it, in whole or in part, or to propose amendments and different terms.

3.2 Acceptance by Order Confirmation. Unless otherwise agreed in writing, OCAP may send the Order Confirmation within five (5) days of receipt of the Purchase Order. If no Order Confirmation is issued within such period, the Purchase Order shall be deemed not accepted and therefore not binding upon OCAP.

3.3 Acceptance by conduct. Unless otherwise agreed in writing, OCAP may perform the Purchase Order without sending an Order Confirmation. In such case, performance of the Purchase Order shall not constitute OCAP's acceptance either of any contractual terms stated in the Purchase Order or of the Customer's general purchasing terms and conditions, unless such acceptance is expressly given in writing by OCAP's legal representative.

3.4 Time of formation. The Contract shall be deemed formed upon the Customer's receipt of the Order Confirmation. In the absence thereof, the Contract shall be formed by conduct when OCAP commences the performance of the Purchase Order received from the Customer.

3.5 Subsequent orders and continuing relationship. Even where there is an ongoing business relationship, each individual supply shall be governed by these CGF and the relevant Order Confirmation, unless a specific written framework agreement signed by OCAP provides otherwise.

4. PRICES AND PAYMENT TERMS

4.1 Prices. The prices of the Products shall be as set out in the Order Confirmation. In the absence of an Order Confirmation, the prices shall be those otherwise agreed between the Parties. Unless otherwise agreed in writing, prices shall be net of VAT and any additional charges or ancillary costs (taxes, customs duties, transportation costs, insurance, special packaging, etc.), which shall be borne by the Customer.

4.2 Invoicing. Invoicing shall be carried out according to the terms and timelines set forth in the Order Confirmation and/or with applicable law. Any dispute regarding an invoice shall be notified to OCAP promptly in writing; in any event, such dispute shall not entitle the Customer to suspend or delay payment.

4.3 Payment terms and methods. The Customer shall pay the prices within the terms set forth in in the Order Confirmation, by the payment methods specified therein.

4.4 Late payment. In the event of any late payment, or if circumstances arise that reasonably call into question the Customer's solvency (including, by way of example, dishonour protests, insolvency proceedings, enforcement proceedings, adverse credit reports or repeated breaches), OCAP shall be entitled to

- (a) suspend performance of ongoing supplies;
- (b) terminate the Contract pursuant to Clause10;
- (c) make any further supplies conditional upon advance payment and/or the provision of adequate security.

4.5 Default interest and recovery costs. In the event of late payment, default interest shall accrue automatically at the rate provided for under Italian Legislative Decree n. 231/2002, together with reimbursement of debt-recovery costs and any further documented losses or damages.

5. RETENTION OF TITLE AND TRANSFER OF RISK

5.1 Retention of title. Title to the Products shall remain with OCAP until the Customer has paid in full the price and any ancillary amounts due (including, without limitation, interest, expenses and recovery costs). Until full payment is made, the Customer shall not sell, pledge, encumber or otherwise dispose of the Products in any manner prejudicial to OCAP's rights and shall keep the Products clearly identifiable as OCAP's property.

5.2 Assembly of Products into other goods. In the event the Products are transformed, assembled or incorporated into other goods, the Customer acknowledges that OCAP's retention of title and rights shall be safeguarded to the extent permitted by law; The Customer shall provide all cooperation reasonably required to enable OCAP to enforce its retention of title also with respect to the goods resulting from such transformation, assembly or incorporation, in accordance with applicable legal requirements and any proportionality rules.

5.3 Transfer of risks. Unless the Order Confirmation specifically provides for a different delivery term, the transfer of risks relating to the Products (loss, damage, misplacement) shall take place according to the Incoterms indicated in the Order Confirmation. In the absence of such indication, risk shall pass to the Customer upon delivery of the Products to the first carrier or freight forwarder or, where the Products are collected by the Customer, upon the Products being made available to the Customer at the agreed place of delivery.

6. DELIVERY OF THE PRODUCTS.

6.1 Grace period. In the event of a delivery delay attributable to OCAP, for the first 15 (fifteen) days of delay the Customer shall not be entitled to any compensation, penalty, price reduction or damages of any kind, except in cases of willful misconduct or gross negligence.

6.2 Late delivery penalty. Upon expiry of the above term, and with the express exclusion of any other remedy, the Customer shall be entitled solely to a penalty equal to 1% (one per cent) of the price of the Products delivered late for each full week of delay after the fifteenth day. Such penalty shall constitute the Customer's sole and exclusive remedy for delay and is agreed in lieu of any damages, with the express exclusion of additional damages.

6.3 Limitation of liability. In no event shall the Customer be entitled to recover indirect or consequential damages, nor any losses of an economic, commercial or manufacturing nature, including, but not limited to, line stoppages, loss of profit or margin, loss of production, loss of use facilities, labor costs or third-party intervention costs, penalties or claims by end customers, loss of contracts or goodwill. OCAP's liability remains only in cases of willful misconduct or gross negligence.

7. WARRANTY FOR DEFECTS

7.1 Conformity and standards. OCAP warrants that the Products shall conform to the technical specifications agreed between the Parties and, in the absence of such agreement, to the standards ordinarily applied in the industry for equivalent products. Where the Products are assembled and/or intended to be integrated into another product or into a system of products, OCAP shall be liable solely for the conformity of the Products and shall assume no liability in respect of the final product, the system into which the Products are incorporated, or their integration, assembly or compatibility, unless otherwise expressly agreed in writing by the Parties.

7.2 Inspection duty and notice periods. The Customer shall inspect and verify the Products with the utmost diligence upon receipt and in any event, prior to any use or processing. Any defects, faults or non-conformities shall be notified to OCAP in writing, failing which the Customer shall be barred from asserting any remedy, as follows:

- (a)** in case of apparent defects, within fifteen (15) days from delivery;
 - (b)** in case of defects detectable by ordinary diligence, within eight (8) days from when they become ascertainable;
 - (c)** in case of hidden defects, within eight (8) days from discovery;
- and in any event no later than twelve (12) months from delivery, as the maximum time limit for exercising any remedies, save as otherwise required by mandatory provisions of applicable law.

7.3 Form and contents of the notice. The notice shall be given in writing, by certified e-mail (PEC) or registered letter with return receipt, signed by a duly authorized representative of the Customer, and shall specify in detail:

- (a) the nature and description of the defect;
- (b) the quantity and codes of the defective Products;
- (c) references to delivery notes/invoices/batches;
- (d) photographic evidence and any supporting documentation, making the Products available for any inspections.

7.4 Remedies. In the event of defect attributable to OCAP that has been validly and timely notified, OCAP shall, at its sole discretion, (i) repair the defective Product or, (ii) replace the defective Product, or (iii) refund the related price, to the exclusion of any further claim by the Customer. Specifically, to the extent permitted by applicable law, OCAP shall not be liable for any indirect or consequential damages or losses (including, without limitation, line stoppages, loss of profit, loss of production, recalls, disassembly and reassembly costs, third-party labour costs, and penalties payable to end customers), except in cases of wilful misconduct or gross negligence. In any event, OCAP's aggregate liability for damages shall not exceed the value of the defective Products, except in cases of wilful misconduct or gross negligence.

7.5 Warranty exclusions. OCAP's warranty obligations shall not apply to any Product, or any part thereof, that:

- (a) is normally consumed in use;
- (b) has a normal service life shorter than the above warranty period;
- (c) has not been properly stored, installed, used, maintained or repaired, or has been modified other than in accordance with OCAP's instructions or without OCAP's prior approval; or
- (d) has been subjected to misuse or harmful exposure or has been involved in a damaging event for which OCAP cannot reasonably be held responsible.

7.6 No suspension of payments. Notice of defects or faults shall not entitle the Customer to suspend or delay payment, even partially, nor to suspend obligations arising from other contractual relationships with OCAP.

8. INTELLECTUAL PROPERTY

8.1 Ownership of the Project. Unless otherwise expressly agreed in writing, all intellectual and industrial property rights in and to the Project and the Products shall be the exclusive property of OCAP, even where such rights arise from or are developed on the basis of indications, application requirements or technical specifications provided by the Customer.

8.2 Customer's intellectual property. If the Customer claims full or partial ownership of specific components of the Project, such ownership may be recognized

only under a written agreement that specifically and unambiguously identifies the parts of the Project attributed to the Customer.

8.3 Prohibition of unauthorized use. The Customer acknowledges that the Project (including related information, solutions and know-how) is and remains the exclusive property and under the exclusive control of OCAP and undertakes, on its own behalf and on behalf of its representatives, employees, consultants, contractors and/or subcontractors, not to:

- (a) reproduce, copy, modify or adapt the Project (including by reverse engineering), in whole or in part;
- (b) communicate, transfer, assign, license, disclose or otherwise make available the Project, in whole or in part, to any third party by any means;
- (c) use the Project for any purpose other than the performance of its relationship with OCAP and, in any event, use it to design, develop, industrialise, manufacture (or have manufactured), assemble, market, procure or otherwise supply (itself or through third parties) goods that are identical, analogous, equivalent, interchangeable or otherwise similar to the Products;
- (d) derive from the Project any derivative works, variants, developments or improvements, or use elements thereof, even individually or partially, to obtain technical solutions or results substantially equivalent;
- (e) remove, alter or obscure any confidentiality, ownership or property notices affixed by OCAP.

8.4 License of use. Any use or transfer of the Project shall be permitted solely to the extent expressly authorised in advance in writing by OCAP and/or pursuant to an express licence agreement specifying, at a minimum, the subject matter, term, territory, purpose and any applicable restrictions; failing this, the Customer shall have no right of use whatsoever, and no acquiescence, course of dealing, delivery or performance shall be construed as an implied grant of rights or licence.

8.5 Safekeeping and internal controls. The Customer undertakes to safeguard the Project with the highest degree of diligence, adopting appropriate technical and organizational measures to ensure confidentiality and prevent unauthorized access, copying or dissemination. In particular, the Customer shall:

- (a) limit access to the Project strictly to personnel who need to know it, subject to individual authorisation;
- (b) prohibit the storage of the Project on any uncontrolled device or medium (including personal devices and any unauthorised cloud services);
- (c) ensure that the people who are granted access to the Project (including employees, consultants, suppliers and subcontractors) are bound in writing by confidentiality and non-use obligations no less strict than those set out in these GTCS, being understood that the Customer shall be directly and jointly liable for any breach by any such person.

8.6 Presumption of misappropriation. It shall constitute a serious, precise and consistent presumption of unauthorized use of the Project (unless rebutted by the

Customer) that the Customer and/or any third parties on its behalf manufactures manufactured, markets or procures products identical/analogous/similar to the Products, or adopts technical solutions that are substantially equivalent, where one or more of the following circumstances applies:

(a) the Customer, or people within its organisation, have had access to the Project and maintain commercial relationships with the party who has manufactured the identical, analogous or similar products; and/or

(b) the identical, analogous or similar products incorporate drawings, dimensions, specifications, tolerances, materials, processes, tooling, bills of materials and/or technical solutions that are, in whole or in part, traceable to the Project; and/or

(c) the party who manufactured the identical, analogous or similar products developed them within a timeframe incompatible with an autonomous, independent design process.

8.7 Technical documentation and return. All technical, design and informational documentation made available by OCAP (including in electronic form) shall remain OCAP's property and shall be treated as Confidential Information. Upon OCAP's request and/or upon termination of the relationship, the Customer shall promptly return such documentation to OCAP or, at OCAP's option, destroy it and certify in writing that such return or destruction has been completed, without prejudice to any statutory record-retention obligations.

8.8 Protection and remedies. The Customer's breach of any obligation under this clause shall constitute a material breach and shall entitle OCAP to:

(a) require the immediate discontinuance of the relevant conduct;

(b) seek urgent injunctive and interim relief;

(c) claim full compensation for any and all losses and damages suffered (including indirect and consequential losses, to the extent permitted by applicable law);

(d) terminate the Contract pursuant to Article 12, without prejudice to any other rights or remedies available to OCAP under applicable intellectual property and unfair competition laws.

8.9 Penalty. Without prejudice to OCAP's rights under clause 8.8, any breach of the obligations under this clause shall trigger, pursuant to Art. 1382 of the Italian Civil Code, the application in OCAP's favor of a penalty equal to:

(a) Euro 100,000.00 (one hundred thousand/00) for each breach and/or for each Project involved, plus

(b) Euro 20,000.00 (twenty thousand/00) for each day the breach continues (or, in case of disclosure to third parties, for each day of failure to fully remove/return/destroy copies and cease use).

OCAP shall in any event be entitled to claim further damages pursuant to art. 1382 of the Italian Civil Code, as well as restitution of any profits gained by the Customer and/or third parties.

9. CONFIDENTIALITY

9.1 Customer's obligations. The Customer undertakes, for itself and its employees, directors, consultants, contractors and/or subcontractors, to:

- (a) keep the Confidential Information strictly confidential and not disclose or otherwise make it available to any third party, directly or indirectly, without OCAP's prior written consent;
- (b) use the Confidential Information solely to the extent strictly necessary for the performance of the Contract; and
- (c) implement appropriate technical and organisational measures to prevent loss of, or unauthorised access to or disclosure of, the Confidential Information, ensuring a level of protection at least equivalent to that applied to its own confidential information of comparable importance and, in any event, no less than that required by ordinary professional diligence

9.2 Access, traceability and security. Access to Confidential Information is permitted only to people who have an effective need to know, who are previously authorized and bound by confidentiality obligations no less strict than those herein. The Customer shall be directly and jointly liable for breaches committed by persons to whom it grants, even de facto, access to the Confidential Information.

9.3 Exceptions. The obligations under this clause shall not apply to information that the Customer proves, by written evidence, to:

- (a) be lawfully in the public domain without breach of the Contract; or
- (b) have been lawfully known to the Customer before disclosure by OCAP; or
- (c) have been lawfully obtained from third parties not bound by confidentiality obligations towards OCAP; or
- (d) have been independently developed by the Customer without use of the Confidential Information.

9.4 Disclosures required by law or by a Public Authority. If the Customer is required by law, regulation or order of an Authority to disclose Confidential Information, it shall (subject to any legal prohibitions):

- (a) promptly notify OCAP in writing;
- (b) cooperate to limit the scope of the disclosure;
- (c) disclose only what is strictly necessary, adopting any available confidentiality measures.

9.5 Return/destruction. Upon OCAP's request or upon termination of the Contract, the Customer shall immediately cease any use of the Confidential Information and, at OCAP's option, return or destroy any document/medium/copy (including digital copies and, insofar as reasonably accessible, backups), certifying in writing that return/destruction has been completed.

10. FORCE MAJEURE

10.1 Force majeure. OCAP shall not be liable for delays or non-performance due to force majeure events or causes beyond its reasonable control (including, by way of example: natural disasters, fires, floods, earthquakes, wars, terrorist acts, riots, strikes, unavailability of raw materials/energy, plant failures, transport interruptions, government measures). In such cases, delivery/performance deadlines shall be extended for a period corresponding to the duration of the impediment, without the Customer being entitled to penalties or damages.

11. CODE OF ETHICS AND ORGANIZATIONAL MODEL

11.1 Compliance obligations. The Customer represents and warrants that it is fully familiar with the contents of the Organisational, Management and Control Model adopted by OCAP pursuant to Italian Legislative Decree n. 231 of 8 June 2001, as well as OCAP's Code of Ethics, and that it has reviewed them by appropriate means. The Customer undertakes, for the entire duration of its contractual relationship with OCAP, to conduct its activities in compliance with the principles, rules of conduct and requirements set forth therein and further undertakes to implement, within the limits of its organisation, internal measures suitable to prevent conduct contrary to the aforementioned documents.

11.2 Termination clause.

Breach of the obligations under this clause constitutes a material breach and entitles OCAP to terminate the Contract pursuant to clause 12, without prejudice to OCAP's right to suspend supplies and claim full compensation for any damages suffered or to be suffered, and to adopt any other remedy provided by law.

12. TERMINATION OF THE CONTRACT

12.1 Termination for breach. Without prejudice to applicable law, in the event of breach by one Party of its obligations under the Contract and/or these GTCS, the non-breaching Party may declare the Contract terminated pursuant to articles 1453 et seq. of the Italian Civil Code by written notice (including by PEC), without prejudice – where applicable – to prior notice to perform pursuant to article 1454 of the Italian Civil Code.

12.2 Cases of material breach. The following events or conduct, by way of example and without limitation, constitute a material breach by the Customer, entitling OCAP to declare termination of the Contract and/or suspend supplies:

(a) any failure (including partial failure) or delay in payment of the Price and/or any amount due to OCAP, as well as frivolous or unfounded disputes resulting in payment delays;

- (b) any breach of intellectual property obligations under clause 8;
- (c) any breach of confidentiality obligations under clause 9;
- (d) any breach of compliance obligations under clause 11;
- (e) any material deterioration in the Customer's financial condition, the commencement of any insolvency or enforcement proceedings, any dishonour protests, attachments or seizures, adverse credit reports, or any other circumstance that reasonably calls into question the Customer's solvency.

It is understood that the foregoing list is provided for illustrative purposes only and shall not in any way limit OCAP's right to terminate the Contract on account of any other material breach under applicable law and/or these GTCS.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing law. These GTCS and each Contract shall be governed by Italian law, with application of the Italian Civil Code provisions on sale.

13.2 Jurisdiction. Any dispute relating to the validity, interpretation and of performance of these GTCS and/or the Contract shall be subject to the exclusive jurisdiction of the Court of Turin, without prejudice to OCAP's right, at its sole discretion, to bring proceedings before the court having jurisdiction over the Customer, where permitted by applicable law.

14. LANGUAGE OF THE GTCS.

14.1 These GTCS are drawn up in Italian and English. In the event of any discrepancy, inconsistency or interpretative divergence between the two versions, the Italian version shall prevail in any event, as the sole authentic version for the purposes of interpretation of the contractual relationship.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has read and understood, and specifically approves, the following clauses of the General Conditions of Supply of Ocap Italia S.r.l.

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