



GENERAL CONDITIONS OF SALE – SAES GETTERS S.p.A.

1. APPLICABILITY - ALTERATIONS AND ADDITIONS

The following General Conditions of Sale and any other document attached to same or referred to by same, including the safety Data Sheets (collectively the “Contractual Documents”) constitute the entirety of regulations governing the agreement between the parties, supersede and replace all previous quotes, orders, correspondence and any other communication of any nature, written or spoken, between SAES Getters S.p.A. (“SAES”) and the BUYER (“BUYER”). Submitting a purchase order means acceptance of the General Conditions of Sale hereunder by the BUYER. All purchase orders are subject to written acceptance by SAES. Any and all terms in BUYER’s purchase orders, conditions of purchase which vary, conflict or are in any way inconsistent with the General Conditions of Sale hereunder are rejected by SAES and cannot be deemed to be part of the agreement unless specifically approved by SAES.

If no claim is notified by the BUYER within 10 days from the receipt of the order confirmation, this shall be deemed compliant with the order and accepted.

The drawings, measurements, overall sizes, tolerances, weight, consumption, performance of SAES products (the “Products”), as well as the construction, function and use specifications of the Products and the suitability of same for their destined use by the BUYER, if and to the extent they are provided by BUYER, are binding for SAES only if they are specifically accepted in writing by the same and are expressly indicated in the Contractual Documents. The references to Incoterms contained herein and in any other Contractual Document shall be referred as the Incoterms 2020 edition or any subsequent edition in place upon receiving the order confirmation by SAES.

As some of SAES Products require particular care in their use, the BUYER undertakes to read with diligence all the information contained in the relative Safety Data Sheets and the Operator Manual and perform all the measures to prevent any dangerous event indicated by same from taking place.

The BUYER also undertakes to inform the employees who, directly or indirectly use, work, handle or come into contact with such Products, of the contents of the Safety Data Sheet.

2. PRICE

Unless otherwise agreed and specified, the prices quoted are understood to be FCA our plant (Incoterms 2020). In all cases the prices are net of VAT, customs duties, special packaging costs, insurance policies, taxes and any other additional costs. SAES can prepay freight and insurance charges, as well as packing (whether special or not), as per the Products upon BUYER’s request and will list the concerning expenses on the invoice. Any additional expenses sustained by SAES in the supply of the Products shall be invoiced separately.

3. CONDITIONS OF PAYMENT

Payment of the supply shall take place in full, in the specified currency and pursuant to the terms specified in the invoice. Except where otherwise indicated, the payment shall be made at SAES office.

The BUYER shall have no right, under any circumstances, to defer payment beyond the term indicated above, in particular because of delays in the delivery of the Products, claims of whatever nature relating to the delivery of the Products. Pursuant to Italian Law no. 231/2002, applying the EU Directive 2000/35, in the event of delay in payment, if the payment is effected within 20 calendar days as of the date on which payment is due, SAES will not require any penalty interest. If the payment is effected later than 20 calendar days as of the date on which payment is due, the BUYER will have to pay SAES penalty interests at a rate equal to the one applied by the European Central Bank to its most recent main refinancing operation plus at least 3 percentage point, which will apply by default, without need of further notification, retroactively from the day following the date on which the payment became due.

If the financial conditions of the BUYER degenerate to such a level that doubts are placed upon its solvency, or in the case of non-payment of any previous deliveries by the BUYER, SAES shall have

the right to stop the delivery, unless a suitable guarantee is given by the BUYER or same provides total payment of any other outstanding accounts, before the delivery.

4. TERMS OF DELIVERY

Unless otherwise agreed and specified, the delivery will take place as soon as the Products are available.

Unless otherwise agreed and specified, the Products shall be delivered FCA our plant (Incoterms 2020). In the absence of precise instructions from the BUYER, the shipping will take place by the method of transport which SAES considers most appropriate. The Products shall be insured against transport risks only upon request by the BUYER who shall pay the related expenses.

5. FORCE MAJEURE

SAES shall not be considered as being in default of the obligations provided for herein if said default is due to a force majeure. Force majeure is understood to be any event beyond the control of SAES such as, by way of example but not limited to, natural disasters, government acts, laws or regulations, epidemic, pandemic, national or corporate strikes, or any other reasons beyond its control such as lack of means of transport, fuel or energy, manpower, spare parts or materials or non performance or delay on the part of the suppliers.

6. TRANSFER OF RISK AND OWNERSHIP

Unless otherwise agreed and specified, all risks and liabilities inherent to the Products sold, together with the ownership of such Products, shall pass to BUYER at the time of delivery of the Products as defined in Article 4 above.

7. CONFORMITY DELIVERED - ORDERED

Any discrepancy between the Products ordered and delivered must be notified by the BUYER no later than 7 days from the receipt of the Products. When said term has elapsed without notice from the BUYER, the Products delivered shall be deemed conforming to the purchase order as confirmed by SAES.

8. WARRANTY

SAES guarantees that the Products delivered shall be free from operational and material defects and shall comply with the construction and functional data and specifications indicated in the Contractual Documents.

This warranty shall have a term equal to the earlier of a) TWELVE (12) MONTHS from delivery or b) the shorter expiration date indicated for page getters, pastes, inks, sealants, dryers and lacquers on the product label. For Products which require installation at BUYER’s facility by SAES personnel, the warranty shall have a term of TWELVE (12) MONTHS from the date of installation or FOURTEEN (14) MONTHS from the date of delivery, whichever term is shorter. Subject to the remainder of this Article 8, any action by BUYER for any alleged breach of this warranty shall be brought in writing by BUYER within thirty (30) days of BUYER’s discovery of the breach. This warranty shall only apply to the BUYER and may not be assigned.

During the term of the warranty set forth above, SAES will promptly repair the Products which for their features can be repaired and which do not conform to the specifications and which BUYER returns to SAES at the address provided. Unless otherwise agreed and specified, BUYER shall be responsible for all transportation charges incurred in returning Products to SAES for repair; BUYER shall have obtained a Returned Material Authorization (“RMA”) number and specific shipping instructions from SAES before shipment of the Products to SAES. SAES shall not unreasonably deny BUYER authorization to ship Products to SAES. SAES shall return repaired Products to BUYER, with transportation charges prepaid by SAES, unless otherwise agreed.

If SAES, in its sole discretion, determines that it is not commercially practicable to repair Products returned by BUYER, and in case of Products which for their features cannot be repaired, SAES at its own

option will either (i) replace those Products or (ii) refund the purchase price to BUYER, less the reasonable pro-rated rental value of the Products, if any, for the period during which BUYER used them prior to its discovery of their failure to comply with the warranty set forth above.

BUYER expressly agrees that should SAES replace returned Products, the replacement Products may consist of or contain refurbished goods and/or parts, where technically feasible. Any refurbished goods or parts SAES ships to BUYER under this Article shall be equivalent to new in performance, shall meet SAES' published specifications or the specifications agreed to by BUYER and SAES in writing and referring to the purchase order, and shall be subject to the limited warranties set forth in this Article. SAES shall be responsible for any transportation charges incurred in shipping replacement Products to BUYER.

The warranty set forth above shall not apply to defects resulting from (i) loss or damage in transit; (ii) unreasonable or inadequate storage, installation, maintenance; (iii) accident; (iv) BUYER's attempt to make or cause to be made any repairs or alterations on the Products and parts covered during the warranty period without the prior written permission of SAES; (v) BUYER's acts or omissions which subject the Products to more rigorous environments than are set forth in the applicable specifications, including without limitation BUYER's use of toxic, corrosive or caustic liquids and/or gases with the Products; (vi) BUYER's negligence, mishandling, misuse, abuse or use which is not in accordance with SAES' specifications and instructions; or (vii) any defects in those purchased Products which BUYER has detected after the end of the term of the warranty herein or that has not claimed within the terms herein established. SAES reserves the right to examine the Products returned to determine if the warranty is applicable.

THE LIMITED WARRANTY EXPRESSED ABOVE IS IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTY IS MADE HEREUNDER BY SAES AND ALL OTHER CONDITIONS, WARRANTIES, AND REPRESENTATIONS EITHER EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, CONDITIONS OR WARRANTIES RELATING TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAES MAKES NO WARRANTY THAT THE PRODUCTS DO NOT INFRINGE ANY PATENT, TRADEMARK, COPYRIGHT OR SIMILAR RIGHTS OF THIRD PARTIES AND SAES DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

9. LIMITATION OF LIABILITY

The sole and exclusive remedy for breach of warranty concerning the Products shall be repair, where feasible, or replacement or refund as per Article 8 above and they exclude any further liability on SAES. SAES shall not be held liable for any damage, loss or increased expense deriving, directly or indirectly, from the defective Products, except where the BUYER proves that the said defects are the result of wilful misconduct or gross negligence on the part of SAES.

The maximum liability of SAES, including attorney's fees, for any and all damages arising out of, or in connection with, the sale of Products shall be limited to the price of the Products.

SAES shall have no liability to BUYER resulting from any use of the Products in modified form, as adapted for use in other products, and/or in combination with other products or components not provided by SAES.

UNDER NO CIRCUMSTANCES SHALL SAES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, EXCESS REPROCUREMENT COSTS OR SPECIFIC INTERRUPTION IN USE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OR HOWEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Notwithstanding any implication to the contrary, SAES shall have no liability whatsoever unless and until BUYER shall have paid the full purchase price of all Products delivered.

10. TERMINATION

This Agreement shall automatically terminate and SAES shall be released from any further obligation, in the event the BUYER is subject to bankruptcy proceedings or bankruptcy of any nature.

SAES reserves the right to terminate this Agreement in the event that (i) any breach by the BUYER of the provisions contained herein which is not cured within 15 days from the notice sent by SAES; or (ii) the ordered Products are not collected by the BUYER no later than 3 months after the date of the agreed delivery.

In case of refusal and/or export ban decisions or any other kind of measures that could limit or forbid the exportation of the Products, issued from the competent Italian and/or European Union Authority, against SAES, SAES could first suspend and eventually totally cancel and/or annul the order, without being responsible of such events and thus being exempted from any liability, even in terms of damages.

With the cancellation and/or annulment of the order, SAES shall return to the Client any down payment which should have been paid by the latter, without any interests nor revaluation obligation.

11. MISCELLANEOUS

SAES informs the BUYER that SAES' Code of Ethics and Business Conduct, SAES Anti-corruption code and SAES' Code of Business conduct is available on the website <https://www.saesgetters.com/investor-relations/corporate-governance/codesand> require that their own customers share their contents and comply with them. Submitting a purchase order means acceptance of the abovementioned Codes.

This Agreement shall not be assignable by BUYER.

If any term of this Agreement is held to be illegal or unenforceable, such term shall be severed from this Agreement and the remaining terms shall remain in force.

12. LAW & DISPUTES

The validity, performance and construction of the present Conditions of Sale and any sale made hereunder shall be governed by the laws of Italy.

Any dispute arising from, or in relation to, dealings specified herein shall be subject to the exclusive jurisdiction of the Court of Milan.

13. PRIVACY

Pursuant to the regulations on the protection of personal data in force, we hereby inform that any personal data provided by BUYER are collected and processed in order to fulfil the purchase orders, handling of shipping and invoicing, and thus to fulfil all the contractual obligations; to manage the relationship with the BUYER from the administrative, fiscal, accounting point of view in compliance with the law in force; to assess its solvency, handle litigation (including credit collection).

The legal basis for that processing lies in the need to perform the Contract and to fulfil the related legal obligations. Processing the Data described above is necessary, as it is connected with and instrumental to establishing, continuing and correctly managing the contractual relationship: therefore, any refusal to provide the Data may make it impossible to establish or perform the Purchase Order.

However, the Data can be processed in order to evaluate customer satisfaction, to make the service to the customers the most effective and to perform promotional activities to the customers. The legal basis for that processing lies in the legitimate interest of SAES Getters to promote and improve its business and that of the SAES Group and to develop commercial relationships, and is compatible with BUYER's position, as it is reasonable to believe that it has the same interest in remaining informed on the developments of the business and on any additional activities of SAES Getters and the SAES Group and that, by communicating its data to us, BUYER expects to receive those communications.

BUYER's personal data will be processed manually and/or by automated systems that guarantee security and confidentiality, according to logics which are strictly connected to the same purposes. With reference to the purposes above indicated, collected data may be communicated to the relevant Authorities imposed by law, above all the obligation of transparency and publicity deriving from the regulations on listed companies, including Consob Circulars and Regulations the companies of our group, banks or financial institutions, consultants, contractors, forwarders and service companies, only in the event the disclosure is necessary or functional to the performance of the task assigned to them. The data provided by the BUYER may be transmitted abroad, even outside European

Union, only to our affiliated companies, for purposes associated to the management of our contractual relationship with the BUYER, in compliance with the requirements set forth by privacy law in force. BUYER's data will not be matter of dissemination. The data will be disclosed to the employees or third parties expressly appointed by the Data Controller (SAES Getters S.p.A.) as Data Processor and individuals in charge for the data processing.

The Data shall be stored in a form that allows for BUYER's identification for a period of time no longer than that necessary to achieve the purposes of the processing and, in particular: (i) as regard the purposes of execution of the Contract, for the entire period of the duration of the relationship and for the subsequent period necessary to fulfil the related tax, accounting and labour law obligations, and to ensure the legal protection of the rights of SAES Getters; (ii) as regards the purposes of marketing activity (e.g. commercial communications, surveys and market research, etc.) up to 18 months following the expiry of the Contract, which may be extended with prior BUYER consent.

BUYER is entitled to exercise all rights granted pursuant to the regulations on the protection of personal data in force and, in particular: the right to ask the data controller for confirmation as to whether or not personal data concerning you is being processed, access to your data and the rectification or erasure of said data or restriction of processing the Data; the right to object to such processing for one or more of the related purposes and/or in relation to one or more of the addresses provided; the right to portability of the Data; the right to bring action before the legal authorities, or to lodge a complaint with the competent supervisory authority for protection of personal data by e-mailing to privacy@saes-group.com or writing to the Legal Department of Saes Getters S.p.A., viale Italia 77, Lainate, Milan, Italy.. SAES Getters has appointed its own Data Protection Officer, who can be contacted at the addresses below for information on data processing and the rights of data subjects: LCA Servizi S.r.l., Mr. Gianluca De Cristofaro (e-mail: a.dpo@saes-group.com; Tel. +39 02 7788751).

By submitting the Purchase Order, the BUYER declares to have read and understood the above, hereby consents to the processing of its data for promotional purposes.

14. ITALIAN LAW & REGULATION

Buyer declares that shall not violate the laws or regulations of Italy, any state thereof, or any other country in which he performs Its Services or Activity, including, without limitation, laws and regulations pertaining to corruption or bribe, conflicts of interest, post-Government employment, or the disclosure of source selection or proprietary information, intellectual property law and D.Lgs. 231/2001.

Buyer accepts and shall be compliant with Ethic Code and take all necessary steps to assist SAES in complying with it.

Let It be understood that any violation relate to how mentioned above, can be considered a reasonable reason for the termination of the contract.

15. EXPORT

Buyer understands that certain transactions of SAES might be subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries or certain subjects. Any and all obligations of SAES to export, re-export or transfer Products as well as any technical assistance and training, will be subject in all respects to such Export Regulations. Buyer assures and guarantees that it will not re-export and/or otherwise transfer the Products to entities or individuals subject to export/import restrictions, embargoes or similar. Buyer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Buyer. Buyer shall take all actions that may be reasonably necessary to ensure that neither Buyer nor any end users contravene such Export Regulations. Buyer shall indemnify SAES against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this section.