



GENERAL TERMS AND CONDITIONS OF SALE – “INTERNET SALES”

SAES Getters S.p.A.

Legal Seat: Lainate (MI) Viale Italia, 77,

Milan Companies Registry Office no./fiscal code no. /VAT code no.: 00774910152, REA no. 317232.

1. INTRODUCTION

1. This document contains important information about buyer's rights and obligations as well as limitations and exclusions that apply to any buyer (“BUYER”) in his/her use of SAES Getters S.p.A. (“SAES”) web site www.saesgroup.com (“Site”) and products.

Submitting a purchasing order via the proper procedure provided by the Site implies for the BUYER full and unconditioned acceptance of these General Conditions Of Sale - Internet Sales (“Conditions”).

SAES has the right to amend Conditions at any time without any notice.

No binding agreement to purchase or supply products or services is entered into as a result of the simple use of the Site.

BUYER is invited to read very carefully the Conditions as reported on this document before going through any purchasing process; in case of purchase, BUYER should print and/or save and file these Conditions.

Conditions and any other document attached to same or referred to by same (collectively the “Contractual Documents”) constitute the entirety of regulations governing the agreement between SAES and the BUYER; they supersede and replace all previous quotes, orders, correspondence and any other communication of any nature, written or spoken, between the parties.

2. BUYER must be aware that SAES products are exclusively for industrial and/or research use, can be handled exclusively by professional operators within appropriate sites and require particular care.

SAES strongly recommends to read carefully all the information reported in the Safety Data Sheets of the products and to adopt any possible measure to prevent any dangerous event there indicated.

Safety Data Sheets can be requested to sds@saes-group.com. Sales of SAES products is intended only for professional users, as defined in art. 3 § c) of Legislative Decree no. 206/2005 (Italian “Consumers’ Code”); by accepting the Conditions BUYER states, under his/her own responsibility, that he/she holds the qualification of “professional” and, namely, that he/she is not a “consumer” as of art. 3 § a) of Italian Consumers’ Code , whereas SAES holds the qualification of “producer” as of art. 3 § d) of Italian Consumers’ Code.

BUYER declares, therefore, to be aware that the Italian Consumers’ Code is not applicable to and does not regulate this purchase.

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.

2. PRICE

1. Purchasing price (“Price”) includes: cost of goods, VAT (where applicable), other taxes and shipment costs as detailed in the invoice and in any other related form of communication, including web pages.

Price reported on the Site can be subject to changes without any notice.

Shipment costs can vary according to distances, country of destination and level of service.

BUYER and SAES responsibilities are according to applied INCOTERMS 2020.

3. PURCHASING PROCESS

1. SAES purchasing process is as follows:

- BUYER should properly fill the purchasing form available within the Site;
- to proceed, purchasing Conditions must be read, accepted and specifically approved;
- by sending to SAES the purchasing form, the BUYER is committed to a contractual proposal (“Proposal”) as of art.1326 and subsequent of Italian Civil Code;
- the contract is formally concluded and effective as soon as the BUYER receives and accesses the formal acceptance of the Proposal sent him by SAES via e-mail.

2. BUYER can withdraw the Proposal until the formal conclusion of the contract as above defined.



SAES e-mail of acceptance reports any relevant information about the purchase as required by art. 13 of Legislative Decree no. 70/2003 (Italian Law governing "Electronic Trade"), such as type and quantities of products purchased, detailed price, VAT and, whenever required by applied INCOTERMS, shipment expenses, means of payment, Conditions of Sale.

3. SAES has the right to deny the Proposal and to refuse the order according to its own judgement with no commitment of any kind towards the BUYER.

In this case, SAES will send to BUYER a denial e-mail and will refund any payment already made.

Withdrawal and/or modification of the orders are allowed within 48 hours from the order.

Requests for withdrawal or modification of the orders should be addressed within the above term to crm_sales@saes-group.com that will supply the related instructions.

Inquiries should be addressed to crm_sales@saes-group.com.

4. MEANS OF PAYMENT

1. SAES accepts payments via PayPal as indicated in the Site. The BUYER will be redirected to PayPal website where the whole payment process will be carried out and completed with no involvement of SAES.

All the related relevant information, including personal and financial data, will be handled directly by PayPal and will not be shared with SAES.

5. TERMS OF DELIVERY

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

Unless otherwise agreed and specified, the SMA samples ("Products") shall be delivered DDP or DAP according to INCOTERMS 2020.

6. FORCE MAJEURE

1. 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.

7. LIMITATION OF LIABILITY

1. SAES denies any responsibility in case of improper or heedless usage of its Products and/or in case of handling by persons not properly qualified.

In case of defective Products, the sole and exclusive remedy is replacement or refund; it is excluded 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 deliberate misconduct or gross negligence by 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.

2. 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 SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE.

3. 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 clause 5 above.

SAES is not responsible for damages occurred during shipment and/or transportation.

8. WARRANTY

1. 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 Technical Specifications (applicable brochures and data sheets) available on SAES Site.

2. This warranty shall have a term of TWELVE (12) MONTHS from delivery. BUYER must notify in writing to SAES crm_sales@saes-group.com no later than 7 days from the receipt of the Products any discrepancy between the Products ordered and those delivered. This warranty shall only apply to the BUYER and may not be assigned.

Expiring of the above term without any notice from the BUYER, implies that Products delivered are deemed conforming to the purchase order as confirmed by SAES.

9. COMPLIANCE WITH LAW AND REGULATION

1. BUYER declares that shall not violate the laws or regulations of Italy or any other country in which he/she 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.

2. BUYER hereby acknowledges the provisions of Italian Legislative Decree no. 231 of 8th June 2001 (the "Decree") and subsequent amendments and additions, undertaking to comply with all the provisions and obligations set forth therein, also stating that it has never incurred sanctions provided for by the Decree.

BUYER also: **(i)** acknowledges that SAES has adopted its own Organization, Management and Control Model as provided by the Decree (the "Model"), a Code of Ethics and Conduct (the "Code of Ethics"), an anti-corruption code (the "Anti-corruption Code") and a code of business conduct (the "Code of Business Conduct"); **(ii)** declares to have read and accept the General Part of the Model (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2024/01/MOG-231-Parte-Generale-ENG_final-19.12.2023.pdf) , the Code of Ethics, (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2023/06/SAES_Code-of-Ethics-SAES-2014.pdf), the Anti-corruption Code (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2024/02/Anti-Corruption-Code-SAES-Group_07.06.22.pdf) and the Code of Business Conduct (as available at the following link: https://www.saesgetters.com/wp-content/uploads/2023/06/Code-of-business-conduct-SAES-Group_07.06.22.pdf), undertaking (also for its employees, representatives, consultants, shareholders and/or directors pursuant to art. 1381 of the Italian Civil Code) to have a behavior compliant with the provisions, principles and standards set forth in the Decree itself, in the General Part of the Model, in the Code of Ethics, in the Anti-corruption Code and in Code of Business Conduct. Furthermore, BUYER undertakes to satisfy any request for information and/or documents coming from the SAES' Supervisory Body, appointed pursuant to the Decree.

BUYER' non-compliance to the provisions contained in the mentioned documents is deemed to be a material breach of this agreement and will provide SAES with the right to terminate this agreement immediately according to art. 1456 of the Italian Civil Code and without prejudice to the right to compensation for damage.

3. BUYER acknowledges SAES' Whistleblowing Policy aimed at regulating the management of Whistleblowing reports, as it is available in the dedicated section of SAES' website ("Whistleblowing Policy"). In particular, the Whistleblowing platform is available to those who intend to report, in good faith, behaviors or events that may constitute violations of laws or regulations or violations of SAES' procedures or that, in any case, are not compatible with ethical behavior. For further information regarding the management of reports, the categories of subjects who can send a report and the rights recognized to them, please refer to the Whistleblowing Policy.

4. BUYER acknowledges and accepts the prohibition of using SAES' confidential information in artificial intelligence systems ("AIS") to carry out any activities, including those governed by these Conditions. Even in the event that SAES expressly approves the use of AIS for the activities covered by this agreement, the BUYER guarantees: **(i)** to use AIS in compliance with the applicable legislation and without prejudice to the principles of diligence and good faith and **(ii)** that it shall not provide AIS with data, information and documents that contain any personal data, confidential information identifiable as such by current regulations and SAES' and/or third parties' intellectual property rights that are not yet public.

10. LAW & DISPUTES

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



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

3. Legislative Decree no. 206/2005 (Italian “Consumers’ Code”) is not applicable; Legislative Decree no. 70/2003 (Italian Law governing “Electronic Trade”) is applicable as a non-consumer sale.

11. PRIVACY

1. Pursuant to the regulations on the protection of personal data in force, SAES hereby informs that any personal data provided by BUYER in order to fulfil all the contractual obligations, including the personal data of its employees, consultants and contractors and parties involved, in any event, in the execution of this agreement (“Data”), shall process in compliance with the applicable personal data protection regulations and the confidentiality obligations pertaining to our company’s business.

In case of doubts on the characteristics of the processing of the Data, BUYER may contact SAES at privacy@saes-group.com or contact the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

Data Controller

The Data Controller is SAES Getters S.p.A., with registered office in Viale Italia 77, 20045 - Lainate (MI), Italy, Tax Code and VAT no. 00774910152.

Data collected and processed

SAES collects and processes only data that is pertinent and does not go beyond the purposes of the processing specifically biographical and contact data (such as, but not limited to, contact information, name, job title, address, telephone number, and/or e-mail address). SAES, therefore, only collects data necessary to perform the contract to which this information pursuant to the Data Protection Law is an integral part: BUYER is asked not to provide unnecessary data, which will, in any event, be immediately deleted.

BUYER is also asked not to communicate to SAES personal data of third parties unless this is strictly necessary to achieve the purposes of the processing: in this case, BUYER shall fulfil the legal obligations regarding the protection of personal data and in particular, to inform the third parties of the communication of their data and obtain their consent, if necessary.

With regard to the personal data of employees, consultants and contractors of BUYER and parties involved by the same, in any event, in the execution of the Contract, BUYER shall provide the data subjects with a copy of this information pursuant to the Data Protection Law at the latest at the time that the data in question is communicated to SAES.

Purposes of processing and legal basis

a) Execution of the contract

The Data shall be processed to perform the contract concluded by BUYER and SAES; such data processing includes, among others: the sending of information and service communications pertaining to the execution and management of orders and the shipping of products purchased; the execution of administrative-accounting activities, the fulfilment of tax obligations and the management of any disputes.

For the same purposes, the Data may be communicated to public authorities and to third party providers of services that are accessory and necessary to the execution of the contract between BUYER and SAES (e.g. shippers and couriers to manage shipments and deliveries, banks and credit institutes to manage payments, advisors and independent professionals assigned to oversee administrative-accounting obligations). Those parties shall process the Data, depending on the case, as autonomous data controllers, or data processors by virtue of a specific written assignment granted to them by SAES.

The Data may also be disseminated in execution of legal obligations.

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 contract with BUYER.

b) Sending of gifts, commercial communications, invitations to events, surveys and market research

Data will be processed in order to implement, develop and/or strengthen current business relationships with a view to offering services and/or products that are similar and better than those already purchased or that you might purchase.

As part of this processing, it is envisaged, by way of example:

- sending gifts by post (e.g. branded pens and diaries);
- sending, via email, information communications with commercial or promotional content relating to the business of SAES and the other companies in the SAES Group;
- sending, via email, invitations to events organised by SAES and the other companies in the SAES Group;
- sending, via email, invitations to participate in surveys and market research, whose results will be managed in anonymous, aggregated form, for the sole purpose of improving the business of SAES and the SAES Group, and the products and services offered.

For the same purposes, the Data may be communicated to third party providers of accessory services (e.g. communications agencies for the drafting and sending of commercial and promotional communications, communications agencies and travel agencies assigned to organise events and any travel, statistical analysis companies to conduct surveys and market research). Those parties shall process the Data, depending on the case, as autonomous data controllers, or data processors by virtue of a specific written assignment granted to them by SAES.

The list of such data processors is available by simply making a request to SAES.

The legal basis for that processing lies in the legitimate interest of SAES to promote and improve its business and that of the SAES Group and to develop commercial relationships, SAES carried out a Legitimate Interest Assessment ("LIA") covering this data processing, at the conclusion of which it was found that the processing of data presents no particular risk to the rights and freedoms of the data subjects and that, therefore, it, is compatible with the 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 and the SAES Group and that, by communicating its data to SAES, BUYER expects to receive those communications. BUYER may always, at any time, object to the receipt of those communications or the use of one or more of the addresses provided by following the procedure at the bottom of the communications, or by contacting SAES at privacy@saes-group.com, or contacting the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy.

Processing the Data described above is not necessary to perform the contract with BUYER, and the latter's objection, if any, to the receipt of those communications shall not hinder the execution of the contract in any way.

Communication and transfer abroad of the Data

The Data shall also be communicated to subsidiaries and associates of the SAES Group (acting, unless otherwise provided, as independent data controllers) if necessary to perform the Contract and to fulfil legal obligations, in addition to administrative-accounting purposes (thus, by virtue of the legitimate interest of SAES) and, in that context, may be transferred outside the European Union.

Any transfer shall be made to the extent that is necessary to perform the contract with BUYER.

Processing methods

In relation to the purposes indicated, the Data shall be processed using manual and automated means that ensure the protection of the Data by design and by default, appropriate to guarantee its security and confidentiality, with logics strictly linked to the specific purposes, by staff to which SAES has provided suitable operating instructions, with specific regard to the purposes of processing and processing methods, as well as to the security measures adopted.

Data storage periods

The Data shall be stored in a form that allows for your identification for a period of time no longer than that necessary to achieve the purposes of the processing and, in particular:

- as regard the purposes of execution of the contract between BUYER and SAES, 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;

- as regards the purposes of sending gifts, commercial communications, invitations to events, surveys and market research, up to 18 months following the expiry of the contract between BUYER and SAES, which may be extended by subsequent periods of 18 months where the data subject, following contacts with the SAES and the continued interest shown in SAES' products and services, does not object to the processing, in the manner indicated in this notice or at the foot of each communication sent.

Your rights

At any time, BUYER may exercise the other rights granted to the same pursuant to the regulations on the protection of personal data in force and, in particular, the right to ask the data controller where appropriate for confirmation as to whether or not personal data concerning BUYER is being processed, access to data and the rectification or erasure of said data or restriction of processing the Data; the right to object to such processing; the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, 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. You may exercise these rights by contacting SAES at privacy@saes-group.com or contacting the Legal & Compliance Dept. of SAES Getters S.p.A. by writing to it, at the address in Viale Italia 77, Lainate (MI), Italy. BUYER may also request the complete list of recipients of the Data, at any time. For information or clarifications on its rights, BUYER may contact SAES at the same addresses.

Data Protection Officer

SAES 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: dpo@saes-group.com; Tel. +39 02 7788751).

Additions

In the event of substantial amendments to this information pursuant to the Data Protection Law, SAES shall send BUYER an email to notify it of the changes and obtain any request to exercise the rights described above.

12. EXPORT

1. BUYER assures and guarantees that the Products are bought only and exclusively for civil use and that it is absolutely excluded any other different kind of use.

Besides, BUYER assures and guarantees that it will be the final user of the Products, and thus, declares and undertakes not to re – export and/or otherwise transfer the Products.

In the event that the BUYER intends to re-sell the Products to any of its affiliated company, he undertakes to give to SAES information about the country where the affiliated company is located, to guarantee the effective destination of the Products.

2. BUYER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 where applicable (“No Russia Clause”).

3. BUYER shall undertake its best efforts to ensure that the purpose of the No Russia Clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

4. BUYER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the No Russia Clause.

5. Any violation of paragraphs (2), (3) or (4) of the No Russia Clause shall constitute a material breach of an essential element of this agreement, and SAES shall be entitled to seek appropriate remedies, including, but not limited to: (i) immediate termination of this agreement pursuant to art. 1456 of the Italian civil code and (ii) a penalty of 80% of the total value of this agreement or price of the goods exported, whichever is higher. BUYER shall immediately inform SAES about any problems in applying paragraphs (2), (3) or (4) of the No Russia Clause including any relevant activities by third parties that could frustrate the purpose of the same. BUYER shall make available to SAES information concerning compliance with the obligations under paragraphs (2), (3) and (4) within two weeks of the simple request of such information.



SAES Getters S.p.A.

According to art. 1341 and art. 1342 of the Italian Civil Code, the BUYER specifically approves clauses no. 1, 4, 5, 6, 7, 9, 11.