GENERAL TERMS AND CONDITIONS OF PURCHASING – ZAPI GROUP JAPAN KK

1. SCOPE

1.1. These General Terms and Conditions of Purchasing (the "**GTCOP**") shall apply to all agreements pertaining to the purchase of Goods and Services by ZAPI GROUP JAPAN KK (individually or collectively, the "**Buyer**") from any supplier (the "**Supplier**").

1.2. Unless otherwise agreed in writing between the Parties, any terms and conditions originating from Seller are hereby expressly waived and shall not form part of any Purchase Agreement.

2. DEFINITIONS

In these GTC, the following terms shall have the meanings set forth below.

"**Affiliate**" shall mean any company controlling, controlled by or under joint control with a Party, directly or indirectly; the term "control" meaning the economic ownership of at least fifty per cent (50%) of the voting rights or capital of the company concerned, or the power to direct the management and business policy of the company concerned.

"**Goods**" shall mean any products, components, parts and related accessories, supplied by Supplier to Buyer under the Purchase Agreement.

"**Services**" shall mean any ancillary services in relation to the Goods that Supplier may provide to Buyer, as specified in the Purchase Agreement.

"**Purchase Agreement**" shall mean any agreement between Supplier and Buyer for the supply of Goods and Services, which shall be formed by the documents specified in Sections 3.3 and 3.4.

"**Separate Agreement**" shall mean a separate written purchase agreement, also in the form of framework agreement, entered into between Buyer and Supplier for the supply of Goods and Services.

"**Purchase Order**" shall mean a written document in paper or electronic form, issued by Buyer towards Supplier for the purchase of Goods and Services, including also call-off orders referring to Delivery Schedules.

"**Order Confirmation**" shall mean either (i) a written document in paper or electronic form, containing Supplier's explicit acceptance of a Purchase Order issued by Buyer, or (ii) tacit acceptance by Supplier, which is deemed to have occurred in case Supplier has not rejected a Purchaser Order within five (5) days from issuance thereof by Buyer, or (iii) the initiation of performance of the Purchase Agreement by Supplier, entailing full acceptance of the Purchase Order.

"**Delivery Schedule**" shall mean, with respect to each Purchase Agreement, a written schedule that may be sent by Buyer from time to time, setting out the delivery dates and the quantities of Goods to be supplied in the period of time provided by the same schedule. For sake of clarity, the Delivery Schedule is only eventual and not mandatory.

"**Party**" or "**Parties**" shall mean, separately or together, Buyer and Supplier.

"**Confidential Information**" shall mean all information disclosed or provided by one Party to the other in relation to and/or in the framework of the Purchase Agreement, including Technical Information, Technical Specifications, documentation, trade secrets, know-how and internal documents relating to the affairs of the disclosing Party, and/or of its Affiliates. Notwithstanding the foregoing, Confidential Information does not include information that (i) becomes public independently of a breach committed by the receiving Party; (ii) is developed independently by the receiving Party; (iii) is known by the receiving Party before the other Party discloses it; (iv) is legitimately received by a third-party not subject to an obligation of confidentiality; or (v) is required to be disclosed pursuant to the law or upon a final, enforceable order by a court or a competent authority (in which case it must only be disclosed to the extent required).

"**Technical Information**" shall mean all drawings, measurements, technical data, technical descriptions, and technical requirements relating to the Goods, as provided by Supplier and accepted by Buyer.

"**Technical Specifications**" shall mean - only in relation to customized Goods - all drawings, measurements, technical data, technical descriptions, and technical requirements provided by Buyer to Supplier for the design, testing, development and/or production of such Goods.

"**Intellectual Property Rights**" shall mean all intellectual and industrial property rights, whether registered or unregistered, including patents, patent applications, utility models, copyrights, mask works, trade secrets, know-how, technical information, software rights, database rights, design rights, trademarks, trade names, service marks, domain names, and any applications, renewals, extensions or registrations thereof, as well as all rights to sue for past, present or future infringement.

"**Force Majeure**" shall mean an event, or series of related events (e.g., natural

catastrophe or cataclysm, civil disturbance, war, pandemics, financial or political crisis) which fall beyond the Parties' control and materially, detrimentally affects the Parties' ability to perform their respective obligations under a Purchase Agreement. Strikes shall be considered as Force Majeure in case they are organized on a national basis.

3. FORMATION OF THE PURCHASE AGREEMENT AND CONTRACTUAL DOCUMENTS

3.1. A Purchase Agreement is concluded between Buyer and Supplier when Buyer issues a Purchase Order to Supplier and Supplier accepts such Purchase Order by means of an Order Confirmation.

3.2. These GTCOP shall constitute an integral and substantial part of each and any Purchase Agreement.

3.3. Each Purchase Agreement includes the following documents:

- Purchase Order and Delivery Schedule;
- Order Confirmation;
- Any other written document expressly agreed between the Parties and expressly referenced in the Purchase Order or any Separate Agreement, including but not limited to quotations, Technical Information, Technical Specifications, pricing, lead times and other commercial terms;
- Any Separate Agreement;
- These GTCOP and the Supplier Quality Book, as amended from time to time and made available to Supplier at the following URL: *https://www.zapigroup.com/zapi-group-suppliers* (the "**Supplier Quality Book**"), the latter being incorporated by reference into and forming an integral and substantial part of these GTCOP.

3.4. Each Purchase Agreement shall in any event consist, at a minimum, of a Purchase Order and an Order Confirmation. For the avoidance of doubt, even where the Parties have entered into a Separate Agreement, no Purchase Agreement shall be deemed to exist unless a Purchase Order is subsequently issued by Buyer and accepted by Supplier by means of an Order Confirmation.

3.5. In the event of any conflict or inconsistency among the contractual documents forming part of a Purchase Agreement, the documents shall prevail one over the other in the following descending order: (i) Purchase Order and Delivery Schedule; (ii) any other written document expressly agreed between the Parties and expressly referenced in the Purchase Order or in any Separate Agreement, including but not limited to quotations, Technical Information, Technical Specifications, pricing, lead times and other commercial terms; (iii) Separate Agreement; (iv) these GTCOP; (v) Order Confirmation. For the avoidance of doubt, no terms and conditions included, referenced, incorporated by link, attached, or otherwise recalled by Supplier in the Order Confirmation or in any related document (including Supplier's general terms and conditions of sales, or any conditions differing from or additional to these GTCOP or to any terms expressly agreed in writing between the Parties) shall apply. Any such Supplier terms and conditions shall be deemed null and void and shall not bind Buyer unless Buyer has expressly accepted them in writing. No conduct of Buyer, including but not limited to accepting delivery of Goods, or issuing payments, shall be construed as acceptance of any such Supplier terms or conditions.

4. PURCHASE ORDERS, ACCEPTANCE, CHANGES MANAGEMENT

4.1. All Purchase Orders are subject to acceptance by Supplier by means of an Order Confirmation. For the avoidance of doubt, no Purchase Order shall be deemed binding upon Buyer until Order Confirmation.

4.2. Buyer shall have the right, from time to time, to request changes to the Technical Information, Technical Specifications, packing, testing, destination, quantity, or delivery date of the Goods covered by a Purchase Order. Supplier shall promptly notify Buyer if any such change affects the price, delivery date, or any other terms, and the Parties shall agree upon the resulting amendments to the Purchase Agreement.

4.3. No changes or substitutions of the Goods made or proposed by Supplier shall be allowed unless expressly approved by Buyer in writing in advance.

4.4. According to the principles set forth in the Supplier Quality Book, Supplier shall not make any change to the materials, components, supply chain, manufacturing processes, construction or fabrication techniques, testing methods, or any other aspect that may affect the Goods, without Buyer's prior written approval. Any proposed change shall be submitted in writing, detailing the reason for the change and its expected impact on cost, performance, quality, safety, regulatory compliance, and Delivery Schedules. No change shall be implemented unless and until Buyer has provided its prior written approval.

5. SUBCONTRACTORS

Supplier shall not subcontract any activity without the prior written consent of Buyer. Even after authorization by Buyer, Supplier shall remain solely and fully responsible towards Buyer for the performance of the obligations set forth under the Purchase Agreement.

6. DELIVERY DATE, DELAY

6.1. Supplier acknowledges that the delivery date specified in the Purchase Order and/or in the Delivery Schedule (the "**Delivery Date**"), is essential for Buyer and can be changed only by written agreement between the Parties. Therefore, Supplier commits to deliver the Goods within the Delivery Date.

6.2. If Supplier anticipates that delivery of the Goods cannot be made by the Delivery Date, Supplier shall promptly notify Buyer thereof in writing, indicating the cause of the delay and the expected new delivery date.

6.3. In case the Goods are not delivered within the Delivery Date, Buyer shall be entitled to, at its sole discretion: (i) demand delivery of the Goods at a revised delivery date and/or approve a revised Delivery Schedule in writing, without prejudice to the right to claim damages; and/or (ii) source the necessary Goods from another provider at the cost and risk of Supplier; and/or (iii) cancel the Purchase Order with immediate effect by notice to Supplier, without incurring any liability for such termination.

6.4. Where required to do so by Buyer, Supplier shall create and maintain a buffer stock of Goods at its own cost. The Parties shall agree the exact quantity of above stock which in any case shall be adequate to ensure continuity of supplies and to cope with variations in planned quantities. Buyer reserves the right to request an increase in the buffer stock. Upon use, the buffer stock shall be immediately reintegrated by Supplier.

6.5. The above remedies are without prejudice to any other right Buyer may have in connection with the late delivery under the Purchase Agreement or under applicable law.

6.6. In the event of any delay in delivery, Buyer shall be entitled to withhold payment of the price of the Goods, including any advance or partial payments, until the Goods are duly delivered in accordance with the Purchase Agreement. Such withholding shall not constitute a breach by Buyer, nor shall it entitle Supplier to suspend performance or claim any interest or compensation.

7. DELIVERY TERM, TRANSFER OF TITLE

7.1. Unless otherwise specified in the Purchase Order, the Goods shall be delivered Delivered Duty Paid (DDP) in accordance with Incoterms® 2020, to the destination indicated in the Purchase Order.

7.2. In case of delivery to a location different than the one agreed upon between the Parties, Supplier shall bear all costs related to the repetition of the delivery.

7.3. Unless otherwise specifically agreed upon in the Purchase Agreement, transfer of title to the Goods shall take place upon delivery DDP at Buyer's premises.

7.4. Partial deliveries of Goods are not permitted unless expressly authorized in advance and in writing by Buyer. Any unauthorized partial delivery may be rejected at Supplier's cost and risk.

8. PACKAGING

8.1. Unless otherwise specified by Buyer in the Purchase Order, Supplier shall provide adequate packaging compliant with applicable laws and regulations and suitable for the nature of the Goods, the shipment method, and all conditions that may affect their integrity (including weather, corrosion, handling, transportation, storage, vibrations or shocks). Goods shall in any case be packed, marked and prepared for shipment in accordance with applicable laws and good commercial practice, in order to ensure safe arrival at destination. Where Buyer requests special packaging, Supplier shall comply with all related instructions.

8.2. Supplier shall mark all packages and containers with the necessary lifting, handling and shipping instructions, clearly identifying items requiring special storage or transportation conditions and the related precautions. Each package shall also bear shipping details, purchase order numbers, Buyer's part number, quantity, date of shipment, names and addresses of consignor and consignee and country of origin of the Goods.

8.3. Supplier shall be solely responsible for any damage to the Goods or additional costs arising from incorrect or inadequate packaging, marking or labeling, except where such damage or costs are directly and exclusively caused by Buyer's written instructions regarding special packaging, marking or labeling.

9. PRICE, INVOICING AND PAYMENT

9.1. The price of the Goods shall be the one indicated in the Purchase Order. Subject to Section 4.2, such price shall be firm, exclusive of VAT and any applicable taxes,

and not subject to revision, escalation or adjustments due to currency fluctuations for the entire duration of the Purchase Agreement. Supplier assumes the risk of any economic or market change, or any circumstance making the delivery of the Goods and/or the performance of the Services more onerous.

9.2. Unless otherwise agreed in writing, the price shall be fully inclusive of appropriate packaging and of all costs connected with the performance of the Purchase Order. No additional charge of any kind shall apply unless expressly agreed in advance in writing by Buyer and specified in the Purchase Order.

9.3. Supplier shall invoice Buyer in accordance with the invoicing schedule set out in the Purchase Order. Each invoice shall indicate the Purchase Order number or reference, the names and addresses of Buyer and Supplier, the quantity and description of the Goods and/or Services, the date and reference of the delivery notice, and the detailed price, and shall be accompanied by all required supporting documents.

9.4. Any invoice not compliant with the above requirements shall be deemed null and void and returned to Supplier for correction, and shall not accrue interest or penalties, nor be considered outstanding for payment purposes.

9.5. Unless otherwise specified in the Purchase Order, invoices relating to Goods shall be paid by wire transfer within ninety (90) days from the date of the invoice, in the currency indicated in the Purchase Order.

9.6. Buyer may set off or withhold any amount due to Supplier against any claim, credit or amount owed by Supplier to Buyer under any Purchase Agreement. Supplier waives any restriction to set-off permitted by applicable law.

10. QUALITY AND INSPECTIONS

10.1. Supplier commits to perform its obligations under the Purchase Agreement with the utmost diligence and care, complying with the best industry standards and with the Quality requirements specified under this Section and under the Purchase Agreement.

10.2. Supplier shall meet all requirements of the Supplier Quality Book and of the PPAP technical specifications, as amended from time to time and made available to Supplier at the following link: https://www.zapigroup.com/zapi-group-suppliers, which shall constitute an integral and substantial part of this Agreement, in addition to any quality requirement detailed in the Technical Information, Technical Specifications and/or in the Purchase Order or any other specification disclosed to Supplier.

10.3. It is agreed that the quality of the Goods is essential for the continuity of the commercial relationship between Supplier and Buyer and to promote their mutual interests. Therefore, Supplier shall ensure that all Goods delivered to Buyer meet the warranty provided in the applicable Agreement, including without limitation the warranties set forth in these GTCOP, and agrees to make its best efforts to continuously improve the quality of the Goods.

10.4. Buyer shall have the right, during normal business days and working hours, to access Supplier's premises to inspect the manufacturing process, provide instructions, and control and/or test the Goods. The Parties shall agree in advance on the conditions and modalities of such inspections.

10.5. Buyer shall also be entitled, upon reasonable prior notice and during normal working hours, to audit Supplier's facilities, processes, supply chain, compliance practices, information security governance and cybersecurity measures relating to the Goods, according to VDA 6.3 or an equivalent standard. Supplier shall provide access to relevant documentation and reasonable assistance.

10.6. Any inspection shall in no event reduce or limit Supplier's liabilities or warranties towards Buyer.

11. WARRANTY AND NON-CONFORMITIES

11.1. Unless otherwise agreed in writing, Supplier warrants for a period of twenty-four (24) months from delivery of the Goods to Buyer (the "**Warranty Period**") that the Goods: (i) are new and of merchantable quality; (ii) are free from defects in design, workmanship, materials and title; (iii) comply strictly with all applicable laws, regulations, codes, instructions, standards, Technical Information and, where applicable, Technical Specifications; and (iv) are supplied in a competent and professional manner and in accordance with the highest standards and best practices of Supplier's industry.

11.2. Supplier shall implement and maintain appropriate technical and organizational information security measures, consistent with applicable laws and regulations and generally accepted industry standards, to protect the Goods against vulnerabilities, unauthorized access, malware, data breaches, and other security threats. Upon Buyer's request, Supplier shall provide reasonable evidence of such measures. Supplier shall notify Buyer without undue

delay upon becoming aware of any actual or suspected security incident that materially affects, or may reasonably be expected to affect, the Goods, the performance of the Agreement, or Buyer's data or systems. Supplier shall provide, to the extent known at the time, information reasonably necessary for Buyer to assess the impact and shall promptly take appropriate measures to mitigate and remediate the security incident.

11.3. Supplier warrants that the Goods, and their use by Buyer and/or its customers, do not infringe or misappropriate any third-party Intellectual Property Rights.

11.4. During the Warranty Period, upon written notice of any defect or malfunction, Supplier shall, without delay and at its sole expense, repair or replace the Goods or otherwise correct the defect or malfunction, as instructed by Buyer. Any repaired, replaced or corrected Goods shall benefit from a new warranty period of twenty-four (24) months starting from the date of successful completion of such repair, replacement or correction.

11.5. If Supplier fails to repair or replace the Goods, or correct the defect or malfunction, within twenty-four (24) hours from Buyer's notification, or from the term otherwise specifically agreed between the Parties, Buyer may, at its exclusive option and without prejudice to any other remedy, (i) perform the repair or replacement itself at Supplier's sole cost and expense; (ii) have the repair or replacement performed by a third party at Supplier's sole cost and expense; or (iii) obtain full reimbursement of the purchase price paid for the defective or malfunctioning Goods.

11.6. Supplier shall reimburse or credit Buyer for all costs arising from any defect, malfunction or non-compliance occurring during the Warranty Period. Such costs include, without limitation, the cost of replacement products, labour for repair or replacement, administrative expenses and reasonable travel costs.

11.7. The warranties set out in this Section are in addition to any statutory warranties or any warranties expressly granted by Supplier. They shall survive inspection, testing, acceptance and payment by Buyer, as well as any resale of the Goods by Buyer to its customers or subsequent customers, and shall continue to apply notwithstanding any termination of the Purchase Agreement.

12. BUSINESS CONTINUITY

Supplier shall take commercially reasonable measures to reduce the risk of any disruption to the continuity of supply. Such measures include, without limitation: (i) developing and implementing a disaster recovery and business continuity plan, (ii) periodically testing and updating such plan, and (iii) conducting supply chain and supply base analysis and implementing programs agreed with Buyer to reduce vulnerabilities related to tooling, materials or any other elements critical to the manufacturing of the Goods. Upon Buyer's request, Supplier shall provide all reasonable information and details regarding the measures adopted to mitigate risks of business interruption.

13. FORCE MAJEURE

13.1. In the event of Force Majeure, the affected Party shall promptly notify the other Party in writing, describing the causes of the event and its impact on the performance of its obligations.

13.2. The Parties shall agree - as soon as reasonably possible - on any variation to the Purchase Agreement necessary or appropriate to address the consequences of the Force Majeure event. For as long as the Force Majeure event persists, the affected Party shall not be liable for the obligations impeded by such event.

13.3. If the Parties are unable to agree on a variation to the Purchase Agreement within forty-five (45) days from the occurrence of the Force Majeure event, or if the event continues for a period of forty-five (45) days, Buyer may terminate the Purchase Agreement with immediate effect by written notice, without liability, except for obligations already due at the time the Force Majeure event first occurred.

14. BUYER'S EQUIPMENT

14.1. If Buyer provides, or buys and subsequently makes available to Supplier, equipment, machinery, tools, tooling, jigs, dies, and/or devices required for the production of Goods by Supplier (hereinafter, individually or collectively, "**Equipment**") other than on the basis of a specific contractual arrangement, the following provisions shall apply. In case of existence of a specific written agreement between the Parties regulating the use and maintenance of the Equipment by Supplier, such written agreement shall prevail over the following provisions.

14.2. Any Equipment provided to Supplier shall remain the exclusive property of Buyer. Supplier shall be liable in the event of its loss, destruction or damage. Supplier shall:

(i) record and mark the Equipment as being the property of Buyer;

(ii) provide adequate insurance coverage against risks of fire, theft, vandalism, natural

disasters, unauthorised modification and other insurable risks of loss or damage;

(iii) keep the Equipment with the highest care and provide to ordinary maintenance;

(iv) notify Buyer immediately of any need for extraordinary maintenance or substitution, it being understood that the performance of such repairs or substitution will be authorised by Buyer and carried out at its own cost; and

(v) not transfer Equipment outside Supplier's own plants, nor use the Equipment for any reason other than the execution of the Purchase Agreement.

15. INDEMNITY AND INSURANCE

Supplier shall indemnify Buyer, upon first demand, against any liabilities, losses, damages, and costs (including reasonable legal and expert fees) arising from:

(i) any breach or non-compliance by Supplier with the Purchase Agreement; and

(ii) any injury, death, or property damage caused by defective Goods or otherwise resulting from any act, omission, or negligence of Supplier or its agents, including all costs related to product recalls or customer satisfaction campaigns.

15.1. Supplier shall cooperate with Buyer and take all actions reasonably requested by Buyer in connection with any recall or campaign initiated by Buyer.

15.2. Supplier shall, at its own expense, procure and maintain throughout the supply relationship and for five (5) years thereafter, the following insurance coverage with a tier-one insurer:

(i) Product liability insurance with a minimum limit of Euro ten (10) million;

(ii) Product recall insurance with a minimum limit of Euro ten (10) million, including first-party and third-party recall;

(iii) Third-party liability insurance with a minimum limit of Euro ten (10) million;

(iv) Employers' liability insurance with a minimum limit of Euro five (5) million.

15.3. The product liability insurance shall name Buyer as additional insured and/or loss payee, be primary and non-contributory. Supplier and its insurers shall waive any right of subrogation against Buyer.

15.4. Supplier shall notify Buyer in writing at least thirty (30) days prior to the cancellation or material change of any required policy and provide Buyer with certificates of insurance at inception and upon renewal.

15.5. Buyer may request evidence of such insurance at any time.

16. INTELLECTUAL PROPERTY

16.1. Where applicable, Technical Specifications are and shall remain the exclusive property of Buyer. Supplier may use such Technical Specifications solely for the duration of the Purchase Agreement and exclusively for the purpose of producing the customized Goods for Buyer, and for no other scope or purpose.

16.2. Supplier undertakes to:

(i) keep Technical Specifications confidential in accordance with Section 17 below, and promptly return it to Buyer upon request;

(ii) not to reproduce or copy any Technical Specifications other than within the limits expressly authorised by Buyer; and

(iii) not to use any Technical Specifications or other information based, in whole or in part, on Technical Specifications to produce goods to be supplied to third-parties.

16.3. Supplier grants to Buyer a fully paid-up, perpetual, worldwide and non-exclusive license, sublicensable to Buyer's customers, to use any Intellectual Property Rights of Supplier embedded in the Goods, to the extent necessary for the use, sale, operation and maintenance of the Goods by Buyer and its customers.

16.4. Supplier warrants that the manufacture, use and sale of the Goods do not infringe any third-party Intellectual Property Rights. Supplier shall bear all costs arising from any such third-party claims and shall fully indemnify and hold Buyer harmless from any claim, action or measure (including seizure or confiscation attempts) brought against Buyer.

16.5. If any injunction restricts or prohibits Buyer's or its customers' use of the Goods, Supplier shall, at no cost to Buyer and upon Buyer's request, either provide non-infringing replacement Goods of similar kind and quantity or procure for Buyer and its customers the right to continue using the original Goods, without prejudice to the right of Buyer to claim for any damages suffered.

17. CONFIDENTIALITY

17.1. Each Party undertakes: (i) to preserve the confidentiality of the other Party's Confidential Information; (ii) not to disclose such Confidential Information to any third party, except to its employees, consultants, agents or subcontractors who need to know it for the purpose of exercising the Party's rights or performing its contractual obligations; and (iii) to use the other Party's Confidential Information solely for the purpose of exercising its rights and performing its obligations under the Purchase Agreement.

17.2. The Parties acknowledge that the Confidential Information is provided “as is”, without any representation or warranty, whether express or implied, as to its accuracy, completeness or fitness for any particular purpose. The disclosing Party shall not be liable for any use of such Confidential Information by the receiving Party, its Affiliates, employees, consultants, agents or subcontractors, nor for any errors or omissions contained therein.

17.3. The confidentiality obligations set out in this Section shall remain in force throughout the duration of the Purchase Agreement and for two (2) years following its termination.

17.4. Each Party shall ensure that its personnel and any third party involved in the performance of the Purchase Agreement comply with the obligations set out in this Section.

17.5. Upon written request of the other Party following termination or expiration of the Purchase Agreement, each Party shall, at its own expense, return or immediately destroy all Confidential Information of the other Party in its possession, except for copies retained strictly for legal compliance purposes.

18. TERM AND TERMINATION, END-OF-LIFE

18.1. These GTCOP shall enter into force upon their execution or upon the formation of the first Purchase Agreement between Buyer and Supplier and shall remain in effect for an indefinite period.

18.2. Except as otherwise agreed in writing and without prejudice to any statutory or contractual termination rights, Buyer shall have the right to terminate any Purchase Agreement for convenience at any time and with immediate effect, by providing written notice to Supplier. In such case, Buyer shall owe no indemnity or compensation other than amounts already due before termination. Supplier waives any statutory right to unilaterally terminate the Purchase Agreement.

18.3. If Supplier plans to discontinue any Good, it shall give Buyer at least twenty-four (24) months’ prior written notice. The Parties shall then agree on a phase-out plan, and Buyer shall have the right to place a “*last-time-buy*” order before discontinuation, at the same terms and conditions and without any price increase.

18.4. Buyer may also terminate any Purchase Agreement, with immediate effect upon written notice and without incurring any liability, in case: (a) Supplier materially breaches the Purchase Agreement and fails to remedy such breach within thirty (30) days of Buyer’s written notice; (b) Supplier enters composition proceedings, is declared bankrupt, or goes into liquidation; or (c) Supplier is acquired by a competitor of Buyer.

18.5. Termination shall not affect any rights or obligations accrued prior to termination.

19. COMPLIANCE

19.1. Supplier shall comply with all Buyer’s product compliance requirements set forth in the Prohibition and Declaration of Substances, as amended from time to time, available at the following URL: *https://www.zapigroup.com/zapi-group-suppliers.*

19.2. Supplier acknowledges that Buyer conducts its business in compliance with its own Code of Ethics, Anti-Bribery and Anti-Corruption Policy, Environmental Policy, and labor and workplace safety standards, as amended from time to time (available at the URL: *https://www.zapigroup.com/code-of-ethics*), which reflect principles of business ethics, transparency, fairness, non-discrimination, respect for human rights, and compliance with applicable laws. Supplier agrees to conduct its business relationship with Buyer in accordance with such principles. Supplier further acknowledges and agrees to comply with Buyer’s Supplier Code of Conduct, as amended from time to time, available at: *https://www.zapigroup.com/zapi-group-suppliers*.

19.3. Supplier undertakes to comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, competition, environmental protection, labor and workplace safety, data protection, export control, and any other mandatory legal framework relevant to its business activities.

19.4. Supplier shall refrain from, and shall implement and maintain adequate internal controls to prevent, any conduct that may constitute a violation of anti-bribery or anti-corruption laws, environmental laws, labor laws, workplace safety regulations, or any other unlawful or unethical practice. Supplier shall ensure that its personnel, agents, subcontractors and any third parties acting on its behalf comply with these obligations.

19.5. In the event Supplier breaches any of the obligations set forth in this Section, or is charged with or reasonably suspected of criminal conduct related to its business activity, such breach shall be deemed a material breach of the Purchase Agreement. In such circumstances, Buyer shall be entitled, at its sole discretion, to suspend performance of the Purchase Agreement or to immediately terminate the business relationship with Supplier, without any liability for compensation.

20. DATA PROTECTION

20.1. Each Party acknowledges that the performance of the Purchase Agreement may involve the processing of personal data within the meaning of Regulation (EU) 2016/679 ("**GDPR**") and any other applicable data protection laws ("**Data Protection Laws**"). The Parties act as independent data controllers, unless otherwise expressly agreed in writing.

20.2. Each Party shall process personal data only for purposes connected with the performance, administration and management of the Purchase Agreement and shall ensure that such processing is lawful, fair, transparent and limited to what is strictly necessary.

20.3. Each Party shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with the applicable provisions of GDPR and/or any other applicable Data Protection Laws. Each Party shall ensure that its personnel, agents and subcontractors who have access to personal data are bound by confidentiality obligations.

20.4. Buyer makes available its privacy notice describing the categories of processed data, purposes, legal bases and data subjects' rights at the following URL: *https://www.zapigroup.com/it/privacy-policy*.

20.5. Supplier undertakes to inform its personnel and representatives whose personal data are shared with Supplier of the contents of such privacy notice.

20.6. Each Party shall notify the other without undue delay of any suspected or actual personal data breach that may materially affect the other Party, and shall provide reasonable cooperation to enable the other Party to comply with its legal obligations.

20.7. Each Party shall indemnify and hold the other Party harmless from any claims, damages, liabilities, penalties, costs or expenses arising from its own breach of applicable Data Protection Laws or from any failure to comply with this Section 20.

21. EXPORT CONTROL, SANCTIONS AND TRADE COMPLIANCE

21.1. Supplier acknowledges that the Goods, Software and any related technical data, documentation or information may be subject to export control, import control, customs, sanctions, and trade compliance laws and regulations, including, without limitation: (a) Regulation (EU) 2021/821 on dual-use items; (b) the U.S. Export Administration Regulations (EAR); (c) U.S. sanctions administered by the Office of Foreign Assets Control (OFAC); (d) UK Export Control Regulations; and (e) any other applicable Trade Laws of any jurisdiction relevant to the performance of the Purchase Agreement (collectively, the "**Trade Laws**").

21.2. Supplier shall not export, re-export, transfer, disclose or provide technical assistance related to any Goods, Software or technical data - including any documentation or information incorporating, derived from, or revealing such technical data - in violation of any applicable Trade Laws.

21.3. Supplier represents and warrants that the Goods supplied are not classified as dual-use items under Regulation (EU) 2021/821 or any other applicable Trade Laws. Should any Goods, Software or technical data be classified or become classified as controlled items, Supplier shall promptly notify Buyer in writing and provide the applicable export control classification (EU Dual-Use Classification and, where applicable, U.S. ECCN) and any licensing requirements.

21.4. Supplier shall obtain and maintain, at its own cost, all licenses, permits, authorizations, approvals, registrations and qualifications required under applicable Trade Laws for the performance of its obligations under the Purchase Agreement. Supplier shall ensure that its personnel, agents, subcontractors and Affiliates comply with all such requirements. Upon request, Supplier shall promptly provide Buyer with any documentation or information reasonably necessary to establish the country of origin of the Goods, verify classification or licensing requirements, comply with rules of origin of the destination country, or satisfy any applicable customs, export or import compliance obligations.

21.5. Supplier represents and warrants that: (i) neither the Supplier nor its Affiliates, directors, officers, employees, agents or subcontractors are listed on any sanctions or restricted party list, including but not limited to the EU Consolidated List, the U.S. OFAC SDN List, the U.S. Entity List, the UK Sanctions List, or any UN sanctions list; (ii) the Goods, Software or technical data supplied do not originate from, and will not be delivered in violation of, any embargoes, sanctions programs or export prohibitions applicable under the Trade Laws; (iii) all export control classifications (including EU and U.S. ECCNs), country-of-origin information, and licensing requirements provided by the Supplier are accurate, complete and continuously updated.

21.6. Supplier represents and warrants that the Goods, Software and technical data supplied to Buyer do not originate from, are not produced in, and do not incorporate components, materials or technology

sourced from Russia, Belarus, or any territory subject to comprehensive sanctions under EU, U.S., UK or UN Trade Laws. Supplier further warrants that no part of the manufacturing, processing, testing, or development of the Goods involves entities listed on EU, U.S. (including OFAC SDN and Entity List), UK or UN sanctions lists. Supplier shall indemnify Buyer for any damages, penalties, fines, delays or losses arising from breach of this warranty.

21.7. Buyer may suspend any delivery, payment or contractual obligation, or terminate the Purchase Agreement with immediate effect, if it reasonably believes that performance may breach any Trade Laws. The Buyer shall not be liable for any damages or costs arising from such suspension or termination.

22. MISCELLANEOUS

22.1. If any provision of these GTC or of any Purchase Agreement is held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions. The Parties shall replace any invalid or unenforceable provision with a valid and enforceable one that most closely reflects the original intent and economic purpose of the replaced provision.

22.2. The failure or delay by Buyer in exercising any right, remedy or power arising from these GTC or any Purchase Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any such right, remedy or power preclude any further or future exercise of the same or of any other right or remedy.

22.3. No modification, amendment, waiver or variation of these GTC shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

22.4. Supplier may not assign, transfer, or otherwise dispose of any of its rights or obligations under these GTC or any Purchase Agreement without Buyer's prior written consent. Buyer may assign or transfer the Purchase Agreement, in whole or in part, to any of its Affiliates upon written notice to Supplier.

22.5. The Parties agree that these GTC and any Purchase Agreement may be executed, accepted or otherwise concluded by means of electronic signatures or electronic acceptance processes. Any such electronic execution or acceptance shall be deemed to be the legal equivalent of a handwritten signature and shall be fully binding on the Parties.

22.6. Sections relating to Intellectual Property, Confidentiality, Warranty, Compliance, Data Protection, Governing Law and Dispute Resolution, and any other provisions which by their nature are intended to survive termination, shall remain in full force after expiration or termination of the Purchase Agreement.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1. The validity, interpretation and construction of these GTC and of any Purchase Agreement shall be governed by and construed in accordance with the laws of Japan, without regard to its conflict of laws principles. The Parties expressly agree that the United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply.

23.2. Any dispute, controversy or claim arising out of or in connection with these GTC or any Purchase Agreement, including any question regarding their breach, termination or invalidity, shall be finally settled by arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the ICC Rules in force at the time the arbitration is commenced. The court of arbitration shall be composed by three members according to the above rules. The seat of arbitration shall be Tokyo, Japan. The language of the arbitral proceedings shall be English. The costs of the arbitration, including reasonable attorneys' fees, shall be borne by the losing party unless otherwise decided by the arbitral tribunal.

23.3. By agreeing to arbitration under this clause, the Parties shall not be precluded from seeking interim measures of protection from a court of competent jurisdiction or other judicial authority, subject always to satisfying the relevant procedural or other requirements imposed by such court or authority. The application to a court for such measures shall not be deemed incompatible with, or a waiver of, the agreement to arbitrate. Any application for interim or urgent relief shall be governed by the procedural and substantive laws of the jurisdiction where such relief is sought (lex fori), regardless of the governing law set forth under Section 23.1.