

GENERAL TERMS AND CONDITIONS OF PURCHASE

General Terms: LFoundry S.r.l. (LF) Purchase Orders (Orders) are solely based on these Terms and Conditions (Terms) which become an integral part of the purchase contract once a purchase order is accepted. Any conditions of sale enclosed with the Supplier's offer or the Supplier's confirmation of an order do not apply even if we do not expressly object to them

Purchase Order: Unless otherwise preliminarily agreed in writing by us, our Terms shall apply to all purchase orders for materials, equipments or services of any kind issued by LF. Therefore, the Supplier agrees that the acceptance of our purchase order constitutes (1) the Supplier's waiver of all its conditions of sale and (2) the Supplier's full and final acceptance of the terms and conditions set out herein.

The orders which must be in the written form, including eligible electronic communication, to be valid, comprise, in decreasing order of importance, (I) the specific conditions, (II) the technical specifications and (III) the present Terms. An Order will be considered as final and binding either upon LF's reception in writing or by electronic mail of the Supplier's order confirmation or upon delivery by the Supplier of the materials, the tools or the execution of the services. Should no confirmation of order be sent to LF or no delivery of the materials, the tools or the execution of the services performed within ten (10) days of the Order, LF will be at its own discretion in a position to cancel such Order at no cost. Any conditions, amendments, alterations in the Supplier's Order confirmation that is not in line with any of these PTCs shall be deemed null and void and LF will not be bound by any of those conditions, amendments, alterations and may at its own discretion immediately cancel the order at no cost.

Late Delivery: Any anticipated late delivery or probable late delivery will have to be notified, explained and documented with an appropriate action plan and suggested rescheduling. If no appropriate corrective action is taken in a timely manner late delivery will be regarded as a breach. If delivery cannot be achieved within an agreed additional deadline, the order will be cancelled and LF will be free to seek for alternative Suppliers and claim for damages. The Supplier shall be liable for any and all direct and consequential damages resulting from late deliveries.

Warranty: in addition to any warranty and/or condition implied by law, supplier warrants for a period of one (1) year from the date of delivery that: (a) all goods delivered hereunder are new, of the grade and quality specified, free from defects in design, material and workmanship and are of a quality of workmanship that is required by the best professional practices and procedures in similar manufacturing industries; (b) all services are performed in a good and workmanlike manner; (c) supplier has good and marketable title to the goods and has conveyed such title to LF free from any encumbrances, liens, security interests or other defects in title; (d) the goods or services purchased hereunder conform to applicable specifications, drawings, samples and other descriptions, if any, referenced herein; and (e) the goods purchased hereunder are merchantable and suitable for the purposes intended. All warranties set forth in this Order shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to LF, its successors, assigns, customers and users of its products. Any goods repaired or replaced and services re-performed shall be further warranted as set forth above.

Payment: Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by LF hereunder. Original invoices shall be submitted and shall include Order number, line item number, part number, and complete bill to address, description of items, quantities, unit price and extended totals. All costs invoiced to LF for reimbursement of expenses agreed under the terms of this Order shall be net of any reclaimable Value Added or Goods and Services Taxes incurred on such expenses. Supplier agrees to invoice LF no later than one hundred eighty (180) days after shipment of goods or performance of the services ordered herein. LF will not be obligated to make payment against any invoices submitted after such period. LF may reject any invoice for noncompliance with any of the provisions of this Order. The time periods for payment shall commence on the later of the date the goods are received or the services are provided (as the case may be) or the date LF receives a proper invoice for such goods or services. LF shall issue payment within sixty (60) days after its receipt of a correct and conforming Supplier invoice and supporting documentation after receipt of the goods or services, or sixty (60) days after acceptance of the goods by LF or the performance of the services to LF's satisfaction, whichever is later. Payment is deemed made when LF's check is mailed or EDI funds transfer initiated. If for any reason LF had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after LF's request

Price & Delivery: Supplier shall furnish the goods or services in accordance with the price and delivery schedule stated herein. Unless otherwise stated, prices include all charges for inspection and packaging, all state and municipal sales, use and excise taxes, goods and services tax and any customs duties not otherwise paid or provided for by LF. Prices shall remain fixed until completion of the deliveries contemplated hereunder. LF may return or store at Supplier's expense any goods delivered more than five (5) days in advance of the delivery date. Supplier represents, warrants, and agrees that the prices charged to LF for any good or service, unless otherwise agreed in writing by LF, be equal to or lower than the lowest of the following: (a) the last price charged or quoted to LF for such good or service; (b) Supplier's lowest price charged to any other customer for such good or service regardless of any terms, conditions, rebates or allowances of any nature. Supplier shall immediately notify LF in writing when Supplier first has knowledge of any impending material shortage, governmental regulation, labor dispute or other event or impediment that could result in

any delay in the delivery of the goods or performance of the services hereunder. If delivery or performance is not executed within the time stated in this Order, LF may, in addition to LF's other rights and remedies, purchase the goods elsewhere or retain substitute performance of the services, charge Supplier for any resulting expense, loss or damage and/or cancel this Order.

Packaging & Shipping: Supplier shall package, mark and ship the goods: (a) in accordance with the terms of this Order and good commercial practices; (b) in a manner acceptable to common carriers that will protect against the hazards of shipment and storage; (c) at the lowest practicable rate; and (d) in accordance with all applicable laws. Each package shall legibly be marked with proper handling instructions, shipping information, Order number, part or item number, if any, and the names of LF and Supplier. An itemized packing list shall accompany each shipment. When the goods are ready for shipment, Supplier shall inform LF in writing of such pending shipment and thereafter ship the goods to LF's designated destination. If LF does not provide shipping instructions to Supplier regarding the method of shipment to be used, Supplier shall ship the goods by normal carriage to LF. LF may reject any shipment not meeting these requirements. If, due to Supplier's failure timely to ship the goods, the specified method of transportation would not permit Supplier to meet the delivery date specified in this Order, Supplier shall, at Supplier's sole cost and expense, ship such goods by air transportation or other expedited means acceptable to LF. Upon LF's request therefore, Supplier will promptly provide LF with a statement of origin for all goods and with applicable customs documentation for goods wholly or partially manufactured outside of the country of import.

Shipping Terms & Risk of Loss: Unless otherwise stated in the Order, all deliveries of goods shall be made D.D.P. (Incoterms 2010) LF's location (as shown in this Order). Supplier shall bear all risk of loss and damage until final delivery and acceptance of the goods by LF. Supplier shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected or returned by LF under this Order.

Inspection & Acceptance: Supplier, at its cost, shall inspect all goods prior to shipment to LF. If requested by LF, Supplier shall immediately provide LF with a copy of the inspection results. Final inspection and acceptance by LF shall be at the LF location designated in this Order. Payment before or after inspection shall not constitute acceptance of non-conforming goods or services, and neither inspection, testing nor acceptance of the goods or services shall relieve Supplier from its responsibility for latent or patent defects in the goods or other failures to meet the requirements of this Order or Supplier's warranty obligations. If, at any time before acceptance, LF learns that the goods or services are defective or otherwise not in conformity with the requirements of this Order, including the warranties set forth in this Order, LF may, in addition to LF's other rights and remedies, upon written notice to Supplier: (a) rescind this Order as to such goods or services; (b) accept such goods or services or part thereof at an equitable reduction in price determined by LF; or (c) reject such goods or services and require, at LF's option, replacement, repair, refurbishment, re-performance, or credit or rebate of the purchase price paid by LF. All replacements and re-performance shall be delivered or undertaken immediately upon LF's request, and if not, LF may either replace or correct such goods and effect substitute performance for services and charge Supplier for the costs incurred thereby, or terminate this Order for cause.

Indemnity: To the fullest extent permitted by law, Supplier, for itself and on behalf of its subcontractors and/or their respective directors, employees and representatives, shall protect, defend, indemnify, and hold harmless LF at any level, and their respective directors, employees and representatives from and against any and all demands, claims (including claims for contribution or indemnity), damages, penalties, forfeitures, causes of action, suits, judgments, losses, liabilities, liens, costs and expenses, of whatever kind or nature, including all associated legal costs and attorneys' fees (collectively, a "Claim"), incurred by or asserted against LF, arising from or related in any way to the acts, errors or omissions of Supplier or its subcontractors or assigns and/or their respective directors, employees and representatives, and/or any individual or entity for which Supplier is responsible, including, but not limited to, Claims incurred by or asserted against LF as a result of a Supplier breach or alleged breach of the representations and warranties set forth in this Order, the presence of Supplier's agents, employees, representatives, subcontractors or assigns on LF's premises, the use of any Supplier-provided defective goods or services, death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, regulation or order.

Product Liability / Third party Insurance: The Supplier will endorse full responsibility and liability as regards its Products/Services vis-à-vis third parties' claims. It will hold LF harmless from all Products/Services related claims and damages raised by such third parties including all cost of a Product recall. The Supplier will keep product liability insurance with a minimum € 10,000,000 cover for each case of personal injury / damage to property. Any further claim for damages LF may initiate there from shall remain unaffected.

Cancellation: At any time LF may cancel, terminate, suspend, delay or interrupt this Order or any part thereof, with or without cause (including due to a Force Majeure Event), by written notice to Supplier specifying the effective date and the extent of such cancellation, suspension, delay or interruption. Upon receipt of such notice, Supplier shall immediately terminate any affected work under the Order and give immediate notice to its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its costs in connection with any affected goods and/or services. If LF cancels this Order without cause, LF shall reimburse Supplier for Supplier's reasonable out-of-pocket expenses

properly and directly allocable to and resulting from such cancellation. Before assuming any payment obligation under this Order, LF may inspect Supplier's work in process and audit all relevant documents. The amount of such reimbursement shall in no event exceed an amount equal to the portion of the price that is allocable to the canceled portion of the Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and must be submitted to LF in writing within thirty (30) days after the receipt of LF's termination notice. Upon payment of Supplier's claim, LF shall be entitled to all goods, work and materials paid for. In addition to LF's other rights and remedies, LF may cancel or suspend this Order, in whole or in part, by written notice to Supplier, for cause if: (a) the goods or services or any part thereof fail any inspection or test hereunder or are defective or non-conforming; (b) the goods or services are not delivered to LF as scheduled; (c) Supplier makes a general assignment for the benefit of creditors, a receiver and/or manager for Supplier is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar laws is filed by or against Supplier; or (d) Supplier fails to comply with any of the terms or conditions of this Order. If LF terminates this Order for cause, it shall have no obligation to make any reimbursements or payments hereunder to the Supplier. Any suspension or cancellation for cause by LF that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause as set forth above.

Assignments: Supplier shall not assign, delegate or subcontract this Order or any obligations hereunder without LF's prior written consent. Any such attempted assignment or delegation without LF's prior written consent shall be void and of no force or effect and, at LF's option, shall be cause for LF's termination of this Order. LF shall be entitled at any time to assign, delegate or subcontract this Order or any obligations hereunder to any third party without Supplier's prior written consent.

Confidential Information: "Confidential Information" shall include any information, whether oral or written, regarding the terms or existence of this Order and LF's specifications, requirements, plans, programs, processes, products, costs, equipment, designs, configurations, operations, finances, or customers that may come within the knowledge of Supplier and/or its assigns and subcontractors and/or their respective directors, employees, representatives and/or agents. All Confidential Information shall remain the exclusive property of LF and shall immediately be returned, together with all copies thereof, to LF upon request. Supplier shall hold Confidential Information in trust and confidence for LF and shall not disclose such Confidential Information or use it for any purpose other than to perform this Order. Supplier may disclose Confidential Information only to employees and third parties who have signed a confidentiality agreement and who have a need to know such Confidential Information in order for Supplier to perform this Order. In addition, Supplier may not use LF's name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without LF's prior written consent.

Intellectual Property Indemnity: Supplier shall indemnify, defend and hold harmless LF, its successors and assigns and the customers of any of them, from and against any and all claims and all costs, expenses (including reasonable attorneys' fees and costs), losses, damages, or liabilities incurred because of claims that the goods, services or use of any goods or services purchased hereunder, or any component, part or process thereof or product made therewith, irrespective of whether LF furnishes any specifications to Supplier, infringes any patent, trademark, trade secret, copyright, mask work or application therefore, or other intellectual property right of a third party. If any such claim is asserted against LF, its successors or assigns or the customers of any of them, Supplier shall, with counsel acceptable to LF, defend such action at its expense and shall pay any related costs and damages, including attorneys' fees and costs of both LF and Supplier. If any injunction shall be obtained against LF (or its successors, assigns or customers of any of them) in relation to the use of the goods or services or any component thereof provided by the Supplier by reason of infringement, Supplier shall, at its expense and LF's option, either immediately procure for LF, its successors and assigns and the customers of any of them, the right to continue using the goods or services or immediately replace or modify the same to become non-infringing but equivalent in form, fit and function. Regardless of which of the foregoing remedies is effected, Supplier shall pay to LF rework expenses and incremental costs incurred by LF, its successors, assigns and/or customers of any of them, to procure alternative products required to fill orders placed by LF and accepted by Supplier as of the effective date of the injunction.

Technology Rights: All products, information and technology produced, conceived or otherwise developed under this Order for LF, or as a result of technology furnished by LF (collectively, "Developments"), shall be deemed works made for hire and the intellectual property rights in such Developments shall vest exclusively in LF. Supplier agrees to use such Developments only in connection with this Order and otherwise to retain them as confidential in accordance with Confidential Information Section. Supplier, at its cost, hereby assigns to LF all right, title and interest in all Developments and shall fully cooperate with and assist LF in perfecting such right, title and interest. Supplier represents warrants and agrees that it will not incorporate any third-party intellectual property into any Developments, goods or other deliverable provided hereunder without notifying and obtaining the prior written approval of LF. Supplier warrants that: (a) all of its employees, representatives, agents or contractors who perform work for it hereunder will have entered into written agreements with Supplier which ensure that the work they do is subject to the terms and conditions of this Section; and (b) it will not incorporate any Developments into goods or other deliverables to be provided to LF which

contain intellectual property not assignable or licensable to LF as provided in this Section. Supplier agrees that if in the course of providing the goods and/or services hereunder, Supplier incorporates any Supplier intellectual property into any Development, good or other deliverable provided to LF, LF is hereby granted and shall have a nonexclusive, royalty free license, to use any such Supplier intellectual property

Supplier's Representations and Warranties: Supplier declares that it shall manage its employees and subcontractors, if any, in accordance with all applicable laws, including those designed to protect workers. Supplier declares that it shall comply with all laws related to social security contributions. Upon LF's request therefore, Supplier shall promptly provide proper and adequate documentation evidencing that all requirements and obligations of social security and labor laws have been properly fulfilled. To this end, Supplier has delivered to LF a valid Documento Unico di Regolarità Contributiva ("DURC") (or equivalent documentation for foreign companies). Supplier shall provide an updated DURC to LF promptly at the end of each calendar quarter. Supplier's failure timely to provide the DURC (or equivalent documentation for foreign companies) shall give LF, in its sole and absolute discretion, the right to terminate the Order for cause. Supplier shall indemnify, defend and hold harmless LF from any and all costs (including legal costs and attorneys' fees) and against any and all claims and/or demands arising from or in any way connected with Supplier's and/or its subcontractors' employees.

Governing Law & Jurisdiction: This Order shall be governed by the laws of Italy, without giving effect to choice of law principles or to the 1980 United Nations Convention on Contracts for the International Sale of Goods, and the Sale of Goods, which is hereby excluded and shall not apply to this Order. The parties agree that the Italian courts in Avezzano have jurisdiction over any legal action or other proceeding for any purpose with respect to this Order, that Avezzano, Italy is the appropriate place for venue of any litigation arising hereunder and that all such litigation shall, to the extent possible, be conducted in Avezzano, Italy.

Safety Compliance & Non-Interference: If Supplier performs any services or delivers any goods on LF's premises, Supplier shall: (a) comply with all of LF's safety and security regulations and all other pertinent safety regulations imposed by law; and (b) provide LF with evidence of insurance in accordance with the minimum limits required by LF. Supplier and its assigns and subcontractors and their respective employees, representatives and agents agree to comply with all directives of LF's supervisory personnel and further agree not to interfere with any of LF's operations. Non-compliance with the foregoing may, at LF's option, result in cancellation of this Order for cause.

Force Majeure: LF shall not be responsible, in any manner, for any failure or delay in the performance of any of its obligations hereunder caused by a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within LF's control (each, a "Force Majeure Event"). **Hazardous Materials:** "Hazardous Materials" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are considered hazardous by any law, regulation, or industry standard. If goods or any services provided hereunder include or use Hazardous Materials, Supplier warrants that such goods and services supplied to LF shall comply with all applicable laws and regulations, as well as all requirements of Supplier's and LF's environmental and safety policies and procedures and that Supplier and its subcontractors and assigns and their respective representatives, employees and agents providing such services or goods to LF have been properly trained and understand the nature of and hazards associated with such goods and services. Reference to Hazardous Materials includes handling, transportation, storage, use, and disposal of Hazardous Materials, as applicable to Supplier. Prior to causing Hazardous Materials to be on, in, or near LF's facilities or operations, Supplier shall obtain written approval from LF's Site Environmental Health Safety and Security Group. Supplier will be responsible for and indemnify LF from any liability resulting from the actions of Supplier and/or its assigns and subcontractors and their respective employees, representatives and agents in connection with: (a) providing goods containing or comprising such Hazardous Materials to LF; and/or (b) the use of such Hazardous Materials in providing services to LF. Supplier will timely provide LF with material safety data sheets and any other documentation in relation to such Hazardous Materials reasonably necessary to enable LF to comply with applicable laws and regulations.

Compliance with Laws and Regulations: Supplier shall comply with all applicable European Union, national and local laws and regulations governing the manufacture, transportation, import, export and the sale of goods and/or the performance of services in the course of this Order. Neither Supplier nor any of its subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries according to the laws of European Union), to any country for which the European Union governments requires an export license or other government approval without first obtaining such license.

Companies Social Responsibility and Code of Ethics. For the entire duration of the Order, the Supplier undertakes to comply with the provisions of the Organizational, Management and Control Model and the Code of Ethics adopted by LF in compliance with Legislative Decree 231/2001 and available at the following links:

- https://www.lfoundry.com/yep-content/media/LFoundry_MOGexDlgs231_gen-EN_2022.pdf
- https://www.lfoundry.com/yep-content/media/LFoundry_Codice-Etico_ENG_2016.pdf

and to comply with the rules and principles of other international anti-corruption laws (including the US law of the Foreign Corrupt Practice Act). In particular, Supplier agrees that it will not engage in any activity that would expose LF or any of its affiliates to a risk of penalties in accordance with the laws and regulations of any relevant jurisdiction that prohibit illegal payments, including, without limitation, bribes to officials of any government or agency, body or related political division, to political parties or officials of political parties or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with any appropriate legal, ethical or compliance requirements.

Privacy: During contractual relationship, the Parties do not foreseen the processing of personal data that require the consent of the Interested natural person. The Parties, to the extent of their own competence, undertake in any case to comply with the European Regulation n. 679/2021 (“GDPR”) and the Privacy Code (Legislative Decree 196/03). Therefore, the personal data processed in the context of the contractual relationship and as a consequence of it will be processed in compliance with the aforementioned rules and shall be treated for the purposes set out in the Order only. Should specific needs arise for the processing of personal data, in connection with the contractual relationship, which require greater and/or specific fulfilments, the Parties undertake to specifically formalize said processing, always in compliance with the applicable legislation.

Survival: Any provisions herein that by their nature extend beyond the expiration, termination or fulfillment of this order shall survive such expiration, termination or fulfillment, including, without limitation, Warranty, Indemnity, Assignments, Confidential Information, Intellectual Property Indemnity; Technology Rights; Supplier’s Representation and Warranties; Governing Law and Jurisdiction; Hazardous Materials; Compliance with Law and Regulations; Privacy; Survival

Express Acceptance: In accordance with the provisions of Articles 1341 and 1342 of the Italian Civil Code, Supplier

specifically and expressly accepts the provisions of the following Articles of these Terms and Conditions of Purchase: Price & Delivery; Shipping Terms & Risk of Loss; Inspection & Acceptance; Warranty; Cancellation; Assignments; Governing Law & Jurisdiction; Safety Compliance & Non-Interference