

## GENERAL CONDITIONS OF CONTRACT B.M.C. S.P.A.

These general terms and conditions of contract are directly applicable to all supply, work and contract relationships existing with B.M.C. S.p.A., unless expressly waived in writing.

### DEFINITIONS

**B.M.C. S.P.A.:** is the company commissioning the supply, work or contract services requested in the Order or agreed in the contract (hereinafter called BMC for simplicity).

**PARTNER:** is the supplier or service provider or contractor to whom BMC requests the execution of the Order or with whom it signs the supply, service or contract agreement.

**ORDER:** BMC's request, written or verbal, for a supply or work performance or, in any case, for the realization of a product, stating the requirements and conditions of the supply or product under contract.

**ORDER CONFIRMATION:** written or verbal confirmation of the Partner to take charge of the Order, stating the acceptance of the same, or possible changes and clarifications with respect to the Order proposed by BMC, for which a new confirmation by the latter is required.

**CONTRACT:** this is understood to be the supply, work or contractual agreement entered into by BMC and the Partner to specifically regulate the underlying relationship, which may specify, supplement and/or deviate from these general terms and conditions, or which is concluded following an Order and Order Confirmation.

**TECHNICAL DATA SHEETS:** these are documents related to the goods to be supplied or to the requested product and its processing, which, if necessary, shall be shared by BMC with the Partner together with the Order, to which the Partner shall scrupulously comply in the execution of the orders. The reference to international product standards is acknowledged only for the standards expressly listed and included in the individual data sheets.

**CONFIDENTIAL INFORMATION:** it is the information related to the working methods, the know-how, the instructions contained in the Technical Data Sheets or otherwise transmitted by BMC to the Partner, which deserve confidentiality and remain the exclusive property of BMC.

**CLIENT:** is the customer of BMC, for which orders, supplies or contracts are requested with the Partner; it is the subject that eventually makes available to the Partner its own equipment, which is granted on loan for use.

### 1. GENERAL PROVISIONS

BMC's orders shall be addressed to the customers of BMC, which may impose special contractual conditions, which the Partners shall have to comply with.

Orders placed with the Partner, as well as contracts signed with them by BMC, shall all be understood to be governed by these General Terms and Conditions, and the acceptance of the Order or its execution and/or the signing of the Contract shall imply the knowledge and acceptance of the clauses explained below, without reservation.

## 2. COMPLIANCE WITH INDUSTRY REGULATIONS

The Partner is obliged to fully comply with the regulations in force governing the sector of activity carried out, and in particular

- Legislative Decree No. 251 of 22.05.1999 on the regulation of titles and identification marks of precious metals and its implementing regulation in Presidential Decree No. 150 of 30.05.2002;

- the regulations governing the precious metals market in force at the time.

The Partner declares that it is familiar with the regulations on the administrative liability of companies pursuant to Legislative Decree 231/2001, that it has never been involved in any criminal proceedings for offences under these regulations and that it undertakes to operate in compliance with them.

## 3. INSURANCE COVERAGE

The Partner shall take out and maintain appropriate insurance coverage to cover the risks inherent to the work ordered by BMC, materials and equipment delivered.

BMC reserves the right to ask the Partner to share the receipts of payment of the insurance premiums.

Any special insurance coverage and specific conditions may be regulated in the Contract.

## 4. LABOUR PROTECTION

The Partner guarantees BMC full compliance with the applicable health and safety at work regulations and declares that it uses duly trained personnel.

The Partner shall always comply with the applicable statutory labour regulations and the statutory provisions on the prevention of accidents at work and the compulsory insurance against accidents at work and occupational diseases.

The Partner shall remunerate the workforce employed in the performance of its services in accordance with the collective labour agreements and shall insure its workers with the relevant social security and mutual insurance institutions in accordance with the law.

BMC reserves the right to request the partner to provide appropriate documentation to prove compliance with the aforementioned obligations, which the partner undertakes to provide without delay.

## 5. INTELLECTUAL PROPERTY

The Partner expressly acknowledges that all proprietary rights, information and know-how relating to the products of BMC and/or the products of its customers belong to BMC or to the customers of BMC who own their trademarks.

The Partner undertakes not to design and/or execute for other clients, or on its own, products that are the same as, or in any case comparable with the products of BMC and/or its Clients,

as well as not to use the know-how or methodologies transmitted or learned during the performance of its services.

## 6. ORDER AND ORDER CONFIRMATION

BMC shall request the Partner to carry out the work or the job orders by means of specific orders with the product and processing characteristics indicated in the Technical Data Sheets, where necessary.

The order shall be considered accepted by the Partner, in writing or by conclusive facts, through the execution of the order/process.

If it is not possible to make a complete and unconditional acceptance of the Order, the Partner shall inform BMC of the changes necessary to execute the Order (e.g. lack of raw materials, change of quantity or type of product ordered), asking BMC for a new acceptance. In the absence of written comments or clarifications by the Partner, to be sent by email to BMC, within one working day after receipt of the Order, to the same address of the latter, the Order shall be considered accepted by the Partner.

The acceptance of the Order, even by concluding facts through execution by the Partner, shall be equivalent to acceptance of these General Terms and Conditions, which are therefore considered known and acquired.

## 7. DELIVERY TERMS

The delivery terms of the goods to be supplied or of the products ordered are those indicated in the Order and/or in the Contract and its annexes.

The delivery term is understood to be met on notice of goods ready for collection or on notice of delivery, depending on the case.

## 8. DELIVERY AND COLLECTION METHODS

The transport and shipment of goods, products, equipment, materials and raw materials are the responsibility of the Partner, who shall assume all burden and costs, unless otherwise agreed between the parties.

If the transport or shipment of goods, products, equipment, materials and raw materials is entrusted to a third party, the Contractor shall be obliged to use carriers specialised in the transport of valuables, assuming all burdens, costs and responsibilities.

Any special methods of delivery and transport of the supplied or contracted goods shall be governed by the Order and/or the Contract between BMC and the Partner.

## 9. PRICE AND TERMS OF PAYMENT

The price of the sale, the terms and conditions of payment shall be those indicated in the Order and/or Contract.

## 10. EQUIPMENT AND TOOLS

The Partner declares to use equipment and tools in accordance with the law, which it undertakes to maintain in good condition and fully functional.

In particular, in case of use of scales and other precision instruments, the Partner guarantees the regular operation, as certified by its own certifications, committing to deliver a copy to BMC, at first request.

The Partner authorizes BMC to carry out any inspection and check on the equipment and instruments used for the work and/or supplies requested by BMC.

The Partner undertakes, as exclusive user and custodian, to keep in efficiency and diligently take care of the ordinary maintenance of any equipment and/or production tools provided on loan for use by BMC or by its customers.

The Partner shall promptly notify in writing to BMC any malfunction or defect of the equipment and/or tools on loan, also for the purpose of their replacement or repair.

BMC reserves the right to inspect, replace, and request the return of the equipment delivered to the Partner at any time.

Further conditions may be regulated by a separate loan agreement.

## 11. INSPECTIONS AND TESTS

Before delivery to BMC, the Partner shall carry out all inspections and tests of the commissioned materials/products and of the materials and semi-finished products, if any, delivered by BMC for further processing. In case of deviations of the materials and semi-finished products delivered by BMC, the Partner shall, under penalty of forfeiture, send written notice to BMC within 2 days of delivery. The contested materials and semi-finished products shall be returned to BMC without delay, upon first request.

The Partner commits to allow BMC and its Customers to carry out any check and inspection of the work performed, also allowing them to enter the company premises with adequate notice, in compliance with the current regulations on hygiene and safety at work.

The modalities, inspection/testing certificates of the products subject of the Order and/or Contract are regulated by the specific Order and/or Contract.

## 12. DOCUMENTATION

The Partner shall provide BMC, promptly and in any case before executing its obligations, with all the documents, declarations and certifications requested, under penalty of termination of the contract for non-fulfilment.

The Partner undertakes to make available to BMC, upon first request, any information and documentation in its possession regarding the work commissioned, including certificates of origin of raw materials.

## 13. RAW MATERIALS

If BMC provides the Partner with goods and/or raw materials for processing steps, the Partner shall use them without possibility of substitution and without recourse to subcontracting, unless authorized in writing by BMC.

The Partner shall keep the goods and raw materials delivered by BMC with care and diligence and shall have taken out a suitable and adequate insurance policy covering the value of the goods in custody.

All materials delivered by BMC shall be tracked and segregated.

For gold and/or platinum group metals purchased from BMC, the Partner shall demonstrate to BMC that it has taken appropriate measures to ensure compliance with international OECD standards; it shall ensure that the metals have been extracted in a responsible manner that respects human rights and workers' rights; it shall ensure that the metals do not originate from conflict zones; and it shall ensure that extraction does not cause environmental damage.

With regards to coloured gemstones, the Partner shall ensure that they do not originate from conflict zones, that they are extracted in a responsible manner that respects human and labour rights and that extraction does not lead to environmental damage.

The Partner shall ensure that its workers, employees and authorised subcontractors comply with the above principles.

#### 14. WASTE - DISCARDS

The Partner is aware that certain activities commissioned by BMC inevitably lead to waste and discards.

The Partner therefore undertakes from now on to return to BMC, according to what is provided in the Contract or in the Order and according to the type of material, the quantities of materials resulting from waste and processing failures, in the measure established for each specific processing.

#### 15. PROHIBITION OF SUBCONTRACTING AND SUB-SUPPLYING

Unless expressly agreed upon in writing, the Partner shall not subcontract and/or sub-supply in whole or in part.

If BMC permits the Partner to use a subcontractor or sub-supplier, the Partner shall obligate the subcontractor or sub-supplier to fully comply with these general terms and conditions.

#### 16. TOLERANCE

Any failure to object or exercise of rights in a timely manner in response to the Partner's conduct or default shall not imply any waiver of BMC's rights and obligations under these general terms and conditions or the Contract.

#### 17. PENALTIES AND GUARANTEES

BMC reserves the right to ask the Partner for specific warranties and/or the application of penalties due to possible breakage and loss of materials, delays in delivery and failure to meet the quality standards of the product or supplies.

#### 18. SAFEGUARD CLAUSE

In addition to cases of force majeure and other cases provided for by law (including a state of alarm, mobilisation, blockade or war also in countries supplying raw materials, strikes and staff unrest, occupation of factories, lock-outs, fires, floods, public calamities, etc.), as well as in the event of any measures and provisions of the Single European Commission

intended to limit or in any case modify the discipline of certain raw materials, and production and distribution of the materials subject to the Order or Contract, BMC shall have the right to withdraw, in whole or in part, from every Contract concluded, as well as from those in course of definition, when facts and circumstances occur, wherever they occur, that substantially alter the state of the markets, the value of the currency, the conditions of the Italian industry.

In such cases, and in general, when BMC withdraws from the contract for an impediment that is not due to its own fact or fault, the Partner shall not be entitled to any indemnity, compensation, reimbursement and BMC shall not pay the consideration for the goods already prepared or in progress.

## 19. INVALIDITY OF INDIVIDUAL CLAUSES

The possible invalidity of one or more of the above clauses, or those provided for in the separate contract between the parties, shall in any case not result in the invalidity of the entire agreement.

## 20. CONFIDENTIALITY

The Partner commits to keep confidentiality with regards to any information, data, news, image, Know-How, whether written, on any kind of support, or oral, as well as any analysis, elaboration, act or document of technical, financial, administrative, statistical, economic or strategic nature on any kind of support, in any way transmitted, that concerns BMC or its Customers and of which it has become aware directly or indirectly during the processing or execution phases of the Order or Contract.

Confidential information shall be treated in compliance with the obligation of secrecy and, in case of personal data, in compliance with the legislation on personal data protection.

By virtue of the confidential nature of the confidential information that will be reciprocally provided, the Partner undertakes not to use it in any way, directly or indirectly, and not to disclose its content to any person and/or entity, with the exception of its own directors, managers, employees and/or professional consultants, more broadly described as collaborators, and/or collaborators of subsidiary or associated companies.

Similarly, it is absolutely forbidden to use in any form or medium (public, private, social) on which the images of the products or workmanship covered by the Contract, Order or in any way delivered by BMC to the Partner can be shared.

The Partner shall be obliged to inform its employees and collaborators of the strictly confidential nature of the confidential information and its limited usability.

The obligations under this article shall be valid and effective for the entire duration of the contractual relationship and for 3 (three) years after its termination.

## 21. PRIVACY

BMC and the Partner undertake to treat any personal data, as qualified under current legislation (as per EU REG 679/16, Legislative Decree 196/2003, Legislative Decree 101/18, and ss.mm.), according to the purposes for which it is contracted (which is the legal basis of the treatment) and in compliance with legal obligations, so as to always ensure compliance, accuracy, security and confidentiality.

## 22. CODE OF CONDUCT

The Partner declares that it is familiar with the BMC Code of Conduct and undertakes to perform its services in full compliance with these principles and standards.

With respect to supplies, the Partner shall declare to BMC the country of origin of the materials and the sources of origin of the raw materials.

With regard to diamonds, the Partner is required to adhere to the Kimberly Process certification system and the voluntary guarantee system of the World Diamond Council.

The Partner is therefore obliged to BMC to:

- provide the declaration of origin of diamonds in every invoice/trade document;
- provide natural, untreated diamonds of legitimate origin that meet the quality specifications required by BMC;
- provide a quality assurance statement containing complete information on the characteristics of the gemstones, in compliance with the relevant legislation.

The Partner undertakes to ensure that its workers, collaborators and authorised subcontractors respect the above principles.

## 23. APPLICABLE LAW

Italian law shall apply to all contractual relationships with BMC, unless otherwise stated in the individual contract.

## 24. COMPETENT COURT

Any dispute that may arise between BMC and the Partner, arising from the Contract, its execution and/or interpretation, shall be conventionally assigned to the exclusive jurisdiction of the Court of Milan.

## 25. LANGUAGE OF REFERENCE

These terms and conditions are written in Italian and English and in case of dispute the Italian language shall prevail.

## 26. REVISION AND UPDATING

These general terms and conditions may be modified by BMC, unilaterally and at any time.

Valenza, \_\_\_\_\_

B.M.C. S.p.A.