COURTESY DOCUMENT

Attention

The English translation of these terms of sale is provided solely as a courtesy. In the event of discrepancies or translation errors, the Italian version will prevail. The customer will not be able to make any claims or challenge any translation errors.

SALE DISCIPLINARY AND SPECIFIC CONDITIONS OF SALE AND WITHDRAWAL OF GOODS

AUCTION NO. 9191

The undersigned Jessica Pavone, legal representative of TIMRECUPERI S.R.L.S., acting as the representative of the Temporary Association of Companies (ATI) formed between TIMRECUPERI S.R.L.S. (lead company) and RAPINO STRADE E AMBIENTE S.R.L. (partner), in charge of the sale of the goods subject to this sale procedure.

ANNOUNCES

that the sale of the goods as listed in the Lot Catalog will take place through the portal www.industrialdiscount.com under the terms and conditions set forth below.

Section 1 PARTICIPATION METHODS, DEPOSIT AND VIEWING OF GOODS

i. It is the responsibility of each participant to carefully inspect the individual goods for sale as indicated in the documents provided and in the Lot Catalog prepared by Industrial Discount.

ii. It is specified that the photographs and information of the goods published in each auction sheet are published by Industrial Discount as validated by the Property, with the consequent exclusion of any type of liability in case of non-correspondence to the real. The seller specifies that the photographic images represent the state of the places before the phase of extraction and cutting of the iron which will lead to the availability of the ferrous material in the so-called "ready furnace" format. Industrial Discount, without any recognition of liability, may nevertheless intervene on the documentation to be published exclusively to obscure personal data and/or third-party data. In any case, notwithstanding the lack of any liability attributable to Industrial Discount, the seller declares that they have verified what has been published, remaining solely responsible for the documentation produced and published.

iii. To participate in the auctions, prior registration on the portal www.industrialdiscount.com is required by filling in the mandatory fields, and it will also be necessary to transmit a copy of the updated chamber of commerce registration (Visura Commerciale) accompanied by a copy of the identity document of the legal representative or authorized attorney. Due to the nature of the goods for sale, participation by individuals is not allowed.

iv. Upon registration of the data, users will receive an email at the indicated email address with a link to confirm registration on the portal. At the end of this procedure, an email will confirm the successful registration.

v. For participation, a deposit of €50,000.00 (fifty thousand/00) must be paid by bank transfer to Industrial Discount, with the specifications indicated on the auction cover.

vi. Once successfully registered on the site and the necessary deposit for participation has been paid, the user will be enabled to participate in the auction and, for their offer to be considered, must accept this document as well as the general conditions of the portal by ticking the box that appears immediately after entering the offer and selecting the "confirm" button. With the enablement, the user can submit offers on the goods of their interest. The offer validly made according to the above methods must be considered as an irrevocable proposal, pursuant to art. 1329 1st paragraph c.c., from the moment of its presentation until the expiration of the sale experiment and for an additional 30 days.

vii. The geographical location of the goods is indicated on the auction cover and/or in the description of each item.

viii. The subject who at the end of the auction will have provisionally won the lot for sale will be required to:

a) send, within 48 hours from the closing of the auction, to the seller at the address excementificiope@gmail.com these conditions of sale signed on each page and fully signed at the bottom by the bidder. It is specified that the commitments made with this Sale Disciplinary and specific conditions of sale and withdrawal are binding for the subscriber in every legal effect.

b) declare, within 48 hours from the closing of the auction, to the seller at the address excementificiope@gmail.com the final destination of the goods. It is specified from now that the seller reserves the right not to confirm the possible award in case of destination coinciding with countries affected by embargo.

ix. In case of failure to send the aforementioned documentation within the indicated terms, the bidder will be automatically forfeited from the award and the seller through Industrial Discount will have the right to retain the deposit paid for participation as a penalty. The defaulting winner will also be deleted from the portal, with the impossibility of participating in new auctions.

x. To view the goods for auction, it is necessary to contact Industrial Discount at least 5 working days before the auction deadline to schedule an appointment on one of the dates indicated on the portal, unless otherwise indicated on the auction page. For this purpose, interested parties must send an inspection request as follows:

a) Click on the "Book inspection" button;
b) Enter all mandatory data and send the request.

Section 2 SALE CONDITIONS

i. The goods for sale will be sold in a single lot, not divisible, consisting of 10,000 tons of ferrous material CER code 170405 sold in the so-called "ready furnace" format generally derived from so-called bolted metal structures and out-of-use equipment. It is specified that the lot may also contain unspecified quantities of noble materials such as bronze, copper, which the participant undertakes to purchase. Participants can only submit offers for the entire lot, which at the end of the auction will be **provisionally** awarded to the highest bidder.

ii. The auction base will consist of the amount to be paid per ton of material for sale.

iii. The participant will therefore be required to enter on the portal the amount they undertake to offer for each ton of material.

iv. The final sale price will therefore consist of the final auction price - corresponding to the final price per ton of material - multiplied by 10,000 - equal to the total number of tons for sale.

v. It is also specified that in addition to the sale price, the winner will be required to pay the seller, for each ton of material for sale, the sum of €5.00, as compensation for administrative management activities, and therefore overall, the sum of €50,000 plus VAT.

vi. The auction is subject to "seller's reserve", and therefore **the auction winner is to be considered as the provisional winner of the lot.** The seller is indeed free to accept or not the offers received at their sole discretion, even upon request for further and additional documentation compared to that presented during the auction access phase. The seller undertakes to communicate their decision to Industrial Discount within 7 days from the closing of the auction, which will promptly inform the highest bidder.

vii. To ensure maximum competitiveness, online auctions are subject to the "Time Extension" rule; this means that if the potential buyer places a bid for a lot during the last five minutes of the auction, the auction for that lot is extended for an additional five minutes, thus allowing competitors to bid again. For this reason, it is not possible to establish a certain closing time for our auctions.

viii. The award will be considered definitive only following confirmation by the seller, and upon full payment of the amounts due as indicated in the payment notes that the winner will receive.

ix. Industrial Discount will release, on behalf of the seller, the amount paid as a deposit to the non-winning bidder within 10 working days from the closing of the auction.

x. The amount paid by the buyer as a deposit to participate in the auction will be retained as a guarantee of the successful outcome of the withdrawal operations and will be returned only at the end of the related operations.

xi. The actual credit of the deposit released within the aforementioned terms will depend on their credit institution.

Section 3 PAYMENT METHODS AND TERMS

Payments

i. The successful bidders commit to fully paying the sale price – and any applicable VAT as a deposit (so-called export deposit, as better specified in the following paragraph “special provisions regarding VAT”) – as well as the administrative management fees for the sale, according to the following schedule:

Tranche No.	Tons per Tranche	Price	Start of Collection	Final Collection Date	Final Payment Date
1	1700	Auction price × 1700	1 Dec	by 19 December 2025	by 19 December 2025
2	1700	Auction price × 1700	8 Jan 2026	by 31 January 2026	by 31 January 2025
3	1700	Auction price × 1700	5 Feb 2026	by 28 February 2026	by 28 February 2026
4	1700	Auction price ×1700	5 Mar 2026	by 31 March 2026	by 31 March 2026

Tranche No.	Tons per Tranche	Price	Start of Collection	Final Collection Date	Final Payment Date
5	1700	Auction price × 1700	6 April 2026	by 30 April 2026	by 30 April 2026
6	1500	Auction price × 1500	4 May 2026	by 30 April 2026	by 29 May 2026

ii. The total price for each tranche will be paid by the successful bidder through daily payments corresponding to the quantity of goods collected and removed on that specific day. Payments must be made exclusively via instant bank transfer, referring to each individual vehicle removing the material (a separate transfer must be made for each vehicle leaving the seller's premises).

Withdrawal Conditions

iii. Withdrawal operations must begin no later than 12/01/2025, under penalty of forfeiture of the award and retention of the deposit paid, unless otherwise agreed with the seller and formalized in writing.

iv. Removal and withdrawal operations must be completed no later than 06/30/2026 (strict and non-negotiable deadline), unless otherwise agreed with the seller and formalized in writing.

v. If the delay extends beyond the non-negotiable deadline mentioned above, the seller may retain the amounts paid by the defaulting awardee and proceed with a new sale of the awarded goods.

vi. The deadline of 06/30/2026 may be extended upon request by the seller, for a maximum of 12 additional months, only in the case of a justified, objective, and documented reason that makes it impossible to proceed with the withdrawal within the required timeframe (e.g., force majeure, inspections by third parties, etc.).

vii. The withdrawal of each tranche of material must follow the schedule indicated in the table above.

viii. The material will be delivered loaded onto a vehicle provided by the buyer at the cement plant premises, with the cost borne by the buyer. The seller guarantees a load per vehicle between a minimum of 295 and a maximum of 300 quintals. Any costs related to failure to reach the full load based on the indicated thresholds will be borne by the seller.

ix. Unless otherwise agreed with the awardee, each loaded vehicle may leave the seller's premises only after weighing, issuance of a waste tracking form compliant with current regulations (RENTRI), invoice issuance, and receipt of the specific payment corresponding to the quantity removed.

x. The seller will bear any costs related to dismantling, classification, and decontamination from oils, special liquids, or other materials requiring specific disposal obligations.

xi. All other costs and expenses, such as document duplicates, will be entirely borne by the awardee.

xii. Anyone accessing the site for withdrawal must be equipped with all Personal Protective Equipment (PPE) required by Legislative Decree 81/2008, suitable for the activity in question.

xiii. Before withdrawing goods, upon specific request by the seller, the awardee must provide appropriate documentation proving compliance with safety regulations for personnel involved in the withdrawal and any other documentation required by applicable safety legislation, including for the vehicles used.

xiv. In case of export, any customs-related charges and/or duties are the sole responsibility of the buyer.

Selection 4 SPECIAL PROVISIONS ON VAT

I. In case of intra-EU winners, if the VAT number of the selling company is not registered in the VIES register, the seller will request the payment of VAT.

II. In case of extra-EU winners, the seller will in any case request the payment of VAT (so-called export deposit) to be made to Industrial Discount which will hold it as a guarantee on behalf of the property.

III. Within 90 days from the date of issuance of the DDT or the accompanying invoice, the buyer must provide proof of the export, failing which the export deposit will be retained by the property.

IV. The export deposit will be returned following the submission by the extra-European winner, within 90 days from the issuance of the DDT or the date of the accompanying invoice, of the document certifying the exit from the community territory.

V. Those who intend to take advantage of the exemption regime provided for habitual exporters - both with reference to the amount due to the property, and for that due to Industrial Discount

Section 5 DEFAULT OF THE WINNER

I. In case of:
   - failure to send the requested documentation during the participation phase or after the award as per the "participation methods" and "sales conditions" sections
   - failure to pay the sale price and related administrative charges within the terms provided by this document
   - failure to start the collection operations within the deadline of 12/01/2025

- failure to complete the collection operations within the non-extendable deadline of 06/30/2026 **due to the awardee's fault or negligence, the latter will be disqualified from the award of the goods, and the seller will have the right to retain the deposit as a penalty.** In this case, the seller may, at its sole discretion, call for a new experiment or award the goods to the subject who submitted the second highest offer compared to that of the defaulting awardee.

II. The defaulting awardee will be removed from the site, and their readmission will be subject to Industrial Discount's evaluations in compliance with the site's general terms.

CONCLUDING PROVISIONS

i. The sale of goods is to be understood as carried out under the condition "**seen and liked in the state in which they are found**" without any guarantee on their functionality or possibility of withdrawal by the dissatisfied winner; the winner, therefore, cannot raise any objection to the purchased goods, after the award. Furthermore, since the sale is not comparable to the normal placing of goods on the market, for the purposes of applying the current safety regulations, the winner is obliged to proceed, before putting into service or reselling the purchased goods, to verify the existence of the safety requirements provided by the current legislation.

ii. Industrial Discount acts as the manager and provider of the trading platform that offers its users the opportunity to submit bids for the auctions published here. Industrial Discount:
   - does not possess the goods for sale or sold through the platform;
   - does not transfer ownership of the items from the seller to the buyer;
   - is not responsible for the content of what is published on the portal, as all information and images relating to the goods for sale are provided directly by the property;
   - is not involved in the sale, which takes place exclusively between sellers and buyers: The sales contract is therefore concluded directly between buyers and sellers.

iii. The seller is not allowed, even indirectly and/or through an intermediary, to submit bids for the lots for sale. In case of violation of this prohibition, Industrial Discount reserves the right to suspend the seller's account and ban the user in case of repeated violation. In no way will Industrial Discount be held responsible in case of violation by the seller of this prohibition.

Any additional information and/or clarifications on the content of this notice may be requested from Industrial Discount at the references provided on the portal.