

RWE General Terms and Conditions for Purchase of Goods and Services (Italy) - 11/2023

1 Contract

- 1.1 Any **RWE** group company (**RWE**) may be named in and raise a **written purchase order (order)**. An **order** is an offer by **RWE** to purchase the goods, services and/or deliverables as described in the **order (goods, services, goods/services)** from the contractor named in the **order (Contractor)**. **Orders** for **goods/services** placed by **RWE** are subject to these conditions (together the General Terms and Conditions (**GTC**) and severally a condition (**condition**).
- 1.2 The **Contractor** accepts **RWE's** offer either by expressly giving **RWE** a notice of acceptance in writing (including returning a signed **order**) (**accept, acceptance**).
- 1.3 On and with effect from **acceptance (start date)**, a contract between the **Contractor** and **RWE** which is comprised of and subject to the contents of the **order** and these **GTC (contract)**.
- 1.4 Terms and conditions of the **Contractor** or any deviation from **RWE's GTC** are expressly rejected by **RWE**.
- 1.5 The **order** prevails over any of the **conditions**.

2 Interpretation

- 2.1 In these **GTC**:
 - (a) the use of 'including' and similar expressions does not limit the generality of any preceding words.
 - (b) unless the contractual context otherwise requires, a reference to a statute or statutory provision includes any statute or statutory provision as enacted, re-enacted or amended either before or during the **contract term**.
 - (c) Writing (**writing**) means any **written** communication sent or received via post with a manuscript signature or transmitted electronically via Certified Electronic Mail (PEC). With regard to SAP purchase orders, the **Contractor** and **RWE** agree that a SAP purchase **order** signed with an electronic signature or a simple SAP purchase order without an electronic signature shall also be recognized as validly agreed. If the **Contractor** and **RWE** expressly agree, a **Contract** may also be concluded with a simple electronic signature.
- 2.2 A reference to applicable law shall mean all relevant Italian law, statute or regulation in force at any time which relates to this **contract**, the **goods/services**, **RWE's** site and the **delivery place** (including those relating to health and safety, competition, anti-trust, anti-money laundering, anti-corruption/anti-bribery, foreign trade, export control and sanction laws) (**applicable law**)

3 Non-Exclusivity, Group Benefit

- 3.1 The purchase of **goods/services** by **RWE** pursuant to this **contract** is on a non-exclusive basis and may be for the benefit of other companies within the **RWE** group of companies (**RWE group**).

4 Term

- 4.1 The **contract** begins on the **start date** and ends when all obligations under the **contract** have been fulfilled (**term**).

5 Delivery

- 5.1 The **Contractor** is responsible at its sole cost and risk including the cost to insure for all transport, loading, collection, handling, storage, packing, unpacking, reception at site and delivery reasonably necessary for the supply of the **goods/services (deliver, delivery)** and obtains and pays for all import permits or licenses required for any part of the **goods** or the **Contractor's** equipment delivered duty paid (as defined in the Incoterms 2020).
- 5.2 **Delivery** includes the delivery of all tools and documentation (e.g. user manuals, health and safety data) relevant to the **goods/services** and their use.
- 5.3 The **Contractor delivers goods/services** by the time (**delivery date**), at the place (**delivery place**) and in the quantity as set out in the **order**.
- 5.4 Any signature from **RWE** on any delivery note or other documentation presented in connection with the **delivery** of the **goods/services** is evidence only of what has been received and is not evidence that the correct quantity of **goods** has been **delivered** or that **goods/services delivered** otherwise comply with the requirements of this **contract**.

6 Delivery Date

- 6.1 Without prejudice to **RWE's** rights, if the **Contractor** considers that **it** cannot **deliver** the **goods/services** on the **delivery date**, the **Contractor** must notify **RWE** of the delay as well as the circumstances causing the delay as soon as the **Contractor** can.

7 Instalment Delivery

- 7.1 The **Contractor** may not **deliver** the **goods/services** in instalments unless stated in the **order** or unless **RWE** otherwise agrees in **writing** in advance.

8 Standards/Quality of Goods/ Services

- 8.1 The **Contractor delivers** good marketable title free from encumbrances on all **goods/services** delivered by the **Contractor**.
- 8.2 The **goods/services** do not infringe **RWE's** intellectual property rights (including copyright) (**IPR**) or that of any third party.
- 8.3 The **Contractor** passes on the benefit of all manufacturers' and any other relevant third party warranties or guarantees to **RWE** in relation to the **goods/services**.

9 Labelling, Advice Notes and Packaging of Goods

- 9.1 The **Contractor** clearly marks the **goods** with **RWE's** name, address, **order** number and with an advice note (detailing the name or description of the **goods**, transport, per component the item number, weight, number or volume and point and date of dispatch) and any other information **RWE** notifies to the **Contractor** that **RWE** requires and makes it clear that the **Contractor** is the supplier of them and the date and place of manufacture, where relevant.
- 9.2 The **Contractor** properly labels the **goods** and supply them with all necessary warnings,

instructions and other information relevant to their storage and use including, where applicable, any onward transport and/or lifting requirements.

- 9.3 The **Contractor** notifies **RWE** about any hazards to health, safety or the environment with full details of the hazardous content or nature of the **goods/services** and details of correct measures to be taken in the event of exposure or spillage.
- 9.4 The **Contractor** properly packs the **goods**, secures them and transports them in such a manner as to enable them to reach the **delivery place** in good and new condition.
- 9.5 **RWE** does not need to return to the **Contractor** any packaging materials used in the transportation or **delivery** or supply of **goods/services**.
- 9.6 The **Contractor** removes and disposes of any waste in compliance with relevant **applicable law**.

10 Title and Risk

- 10.1 Title and risks to **goods** pass to **RWE** upon **delivery** to the **delivery place**. This is without prejudice to simple retention of title in the **Contractor's** favour.
- 10.2 The **Contractor** keeps **goods** insured for their full replacement value until risk passes to **RWE**. Any **goods** damaged or lost in transit is the **Contractor's** responsibility.

11 Price, Invoicing and Payment

- 11.1 In consideration of the successful delivery of the **goods/services** **RWE** pays, the price in the fixed price amounts, at the rate and/or at the frequency set out in the **order (fee)**.
- 11.2 The **fee** is exclusive of value added tax (**VAT**) but is inclusive of all other matters including freight, insurance and other **delivery** costs and out-of-pocket expenses including subsistence, accommodation, supply of equipment or tools, payment of the **Contractor's staff** (including salaries, wages, bonuses and other emoluments, statutory charges and levies, pension provisions, overtime or payments for working unsociable hours) and compliance with all obligations under this **contract**.
- 11.3 The **Contractor** takes into account all materials and activities required to supply the **goods/services**, all its costs and expenses and all its obligations under this **contract** in setting the **fee**.
- 11.4 The **Contractor's** invoices must show date, invoice number, the **Contractor's** name and address, **VAT** breakdown, **order** number, **fees** and the **Contractor** supplies all other information or supporting documentation that **RWE** may reasonably require.
- 11.5 The **Contractor** sends its invoices in the format and to the address as required by **RWE** in the **order**.
- 11.6 **RWE** pays invoices within thirty (30) days from date of receipt. If **RWE** disputes an invoice, **RWE** may withhold payment of the disputed amount until resolution.
- 11.7 If payment is not made on undisputed amounts when due, the **Contractor** may charge interest at the rate according to the Italian **applicable law**.
- 11.8 Any sum payable under this **contract** for a taxable supply is exclusive of **VAT** payable on it and the recipient of the supply shall pay an amount equal to such **VAT** in addition to any such sum on receipt of a valid **VAT** invoice from a supplying party.

- 11.9 Any payment does not affect any rights or obligations of either the **Contractor** or **RWE** and does not mean **RWE** accepts that the **Contractor** has fully complied with its obligations under this **contract**.

12 Change and Variation

- 12.1 In the case of **contracts** for the provision of **services** (e.g. contract for work), **RWE** may request changes to the scope of **delivery** (including the contractually agreed **delivery date**), unless this is exceptionally unreasonable for the **Contractor** in the individual case. The **Contractor** complies with such a request. The effects of such requests, in particular with regard to the additional and reduced costs as well as the **delivery dates**, are to be taken into account appropriately and in principle agreed in **writing** between **RWE** and the **Contractor** prior to the execution of the changes. In cases of imminent delays in **delivery** or in case of imminent danger, **RWE** may demand that the **Contractor** already commences with the execution prior to this **written** agreement. The **Contractor** complies with this request.
- 12.2 Additional agreements, amendments and additions to the **Contract** require a **written** agreement between the parties, which may also take the form of an electronic SAP **order**.

13 Warranty

- 13.1 The **Contractor** must provide a warranty that **goods/services** will be and remain compliant with this **contract** for a minimum of twenty-four (24) months from **delivery** or any longer period if set out in the **order (warranty period)**.
- 13.2 Where any **goods/services** are repaired or replaced, the **warranty period** commences again on **delivery** of any repaired or replaced **goods/services**.

14 Default and Remedy

- 14.1 If the **Contractor** does not comply with any **applicable law** or any of these **GTC** (including if **goods/services** are not **delivered** or completed by the **delivery date**) or if during the **warranty period**, **RWE** finds a defect in design, materials or workmanship (together or separately a **default**) then **Contractor** is liable for **RWE's loss** suffered as a result of that **default**.
- 14.2 Where **RWE** is able to, without it causing **RWE** additional **loss**, **RWE** notifies the **Contractor** of the **default** and ask the **Contractor** to repair or rectify it if **RWE** thinks the **default** is capable of remedy.
- 14.3 **RWE** may, without prejudice to any other rights and remedies in this **contract** or at law on **written** notice to the **Contractor** with **RWE's** reasons:
 - (a) suspend **delivery** or supply of **goods/services** for any period reasonable in the circumstances;
 - (b) ask the **Contractor**, at **RWE's** discretion, to replace/rectify the **default** within **RWE's** reasonable timescale required where possible; and/or
 - (c) if **RWE** does not consider that the **Contractor** will be able to replace/rectify the **default** or if the **Contractor** has tried to do so and failed,

RWE may itself re-place/rectify the **default** or ask another person to do so; or

- (d) if RWE do not consider that it is possible or appropriate for the **Contractor** to replace/rectify the **default** or if RWE asks the **Contractor** to do so and the **Contractor** fails, RWE may reject the **goods/services** (in whole or part) and/or rescind or terminate the **contract** (in whole or part); or
 - (e) **accept** the **default** in consideration for a reduced **fee** appropriate to take account of the nature and extent of the **default**.
- 14.4 The **Contractor** will pay to RWE the value of:
- (a) the **goods/services** paid by RWE for any cancelled/rejected **goods/services** or if RWE terminates the **contract**; plus
 - (b) any direct cost incurred by RWE in relation to the **default** including any additional cost to RWE to replace or rectify the **Contractor's** delay or failure; plus
 - (c) any payments due and payable by RWE to third parties because RWE relied on the **Contractor** to comply with the **Contractor's** obligations under this **contract**.
- 14.5 Where RWE gives the **Contractor** notice that the **Contractor** is in **default**, RWE may, at RWE's discretion and if to do so mitigates RWE's **loss** and in any event without affecting RWE's rights, use and/or receive the benefit of any **goods/services** that the **Contractor** may already have **delivered**, whether they are in **default** or not, in the usual course of RWE's business until the **Contractor** replaces and/or rectifies the **default**.
- 14.6 Where the **Contractor's default** causes loss to any third party, then the **Contractor** indemnifies RWE from any **loss** incurred by or awarded against RWE by such third party and no maximum liability cap applies to this indemnity.
- 14.7 Where the **Contractor** in respect to the contractual relationship is demonstrably involved in an unlawful restraint of competition prior to this **Contract** and/or acts anticompetitively before or after this **Contract**, the **Contractor** pays, irrespective of any other liability rules, liquidated damages in the amount of 15% of the **fee**, unless a damage has been accounted for in a different amount. This also applies if the **Contract** has been terminated or already been fulfilled. Other rights of RWE remain unaffected.
- 14.8 Unlawful restrictions of competition are in particular anti-competitive negotiations, recommendations or appointments with other bidders (tenderers) / applicants regarding:
- (a) submission or non-submission of bids (tender) including territorial agreements,
 - (b) pricing as well as profit arrangements or
 - (c) delivery quantities.
- Such acts of the **Contractor** itself are equivalent to acts of persons appointed by it or working for it.

15 Insurance

- 15.1 Without prejudice to any rights or obligations under the **contract** or at law, the **Contractor** takes out and maintains insurance in force for the term and for the period of time over which the **Contractor** has continuing liabilities under this **contract** or **applicable law**, with reputable and substantial

insurers and of the nature and extent as would reasonably be expected taking into account the nature and extent of the **Contractor's** obligations under this **contract** or **applicable law** and which includes the insurance cover set out in this **condition** below and to be evidenced by certificates of insurance made available to RWE within seven (7) days of RWE's request:

- (a) employer's liability insurance in the amount of at least €5,000,000 for any one occurrence or the amount required by **applicable law**, whichever is higher;
 - (b) public, product and environmental liability insurance including against liability to third parties for any death or personal injury and **loss** of or damage to any physical property including the **goods** in each case arising out of or in connection with the carrying out of the **delivery of goods/services** in the amount of at least €5,000,000 for any one occurrence;
 - (c) such other insurances as **applicable law** requires.
- 15.2 Deductibles applying under any insurance are for the **Contractors** account where such deductibles relate to **loss** for which the **Contractor** is responsible under the **contract**.
- 15.3 Where the **Contractor** receives insurance proceeds from the **Contractor's** insurers relating to an insured event under this **contract**, the **Contractor** pays to RWE such sums as are claimed from and/or are due and payable to RWE from such insurance proceeds and/or uses them solely to replace/rectify any associated **default**.

16 Exclusion and Limits of Liability

- 16.1 Neither the **Contractor** nor RWE excludes or limits liability for:
- (a) fraud, willful default or deceit; intent, gross negligence;
 - (b) fraudulent or negligent misrepresentation;
 - (c) death or personal injury caused by negligence;
 - (d) any other liability that cannot be excluded or limited by **applicable law**.
- 16.2 Neither the **Contractor** nor RWE is liable by reason of any **default** for any indirect or consequential loss or damage in contract or breach of statutory duty, misrepresentation or otherwise arising out of or in connection with this **contract**. Indirect and consequential loss includes but is not limited to: economic loss such as loss of indirect profit, loss of contract, loss of revenue, loss of goodwill, loss of production or loss of anticipated savings.
- 16.3 Any liability of RWE to the **Contractor** or the **Contractor** to RWE in **contract**, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of or in connection with this **contract** in each case is limited in the aggregate to a sum equal to double the sum of the **fees**. RWE's cap on liability to the **Contractor** excludes RWE's liability to pay the **Contractor's fees** which are or become due and payable for **goods/services** that the **Contractor** delivers under the **contract**. The **Contractor's** cap on liability to RWE excludes the cost to the **Contractor** to fix a defect in the delivery of **goods/services**.

16.4 Each cap on liability excludes:

- (a) any debt or liability where a separate maximum liability is stated in this **contract**; and/or
- (b) sums recoverable and/or recovered from insurers in relation to the insurance that is required to be taken out under this **contract** subject to a maximum of the value of minimum level of insurance which this **contract** requires.

16.5 The **Contractor** and **RWE** each have an obligation to take such steps as it is reasonably practicable to do so to mitigate any **loss**, costs or expense which the **Contractor** or **RWE** may suffer or incur as a result of a **default** and nothing in this **condition** limits or excludes this obligation.

17 Force Majeure

17.1 Neither the **Contractor** nor **RWE** are liable for any event beyond their respective reasonable control which was not reasonably foreseeable as of the **start date** and which directly causes the **Contractor** or **RWE** to be unable to comply with all or a material part of their respective obligations under the **contract** (“**event of force majeure**”, PROVIDED THAT such event does not arise from the **Contractors** or **RWE’s** act, omission or negligence)

17.2 An **event of force majeure** is not:

- (a) a strike by or lockout or other industrial dispute or trade dispute involving any of the **Contractor’s staff**;
- (b) non-delivery of **goods** or equipment by any of the **Contractors staff** to the **Contractor**; or
- (c) **Contractor’s** failure to hire suitably qualified **staff**; or
- (d) mechanical or electrical breakdown or failure of any of the **Contractor’s** or the **Contractor’s staff’s** equipment, machinery or plant.
- (e) Covid 19 pandemic is itself not deemed to be an **event of force majeure** because it is foreseeable as of the **start date** Measures to address Covid 19 are to be included in the **contract**. If such measures materially change after the **start date** that change could constitute an **event of force majeure**.

17.3 If either the **Contractor** or **RWE** are affected by an **event of force majeure**, the **Contractor** or **RWE** as the case may be:

- (a) immediately issues **written** notice to the other of the nature and extent of the event of force majeure and details of any adverse impacts of it on the ability to perform obligations under the **contract**; and
- (b) take such steps as are reasonably practicable in all the circumstances and in consultation with each other to prevent, mitigate and reduce to a minimum the adverse effect of any **event of force majeure**.

17.4 If:

- (a) **written** notice in relation to an **event of force majeure** is not withdrawn within thirty (30) days or such other longer period of time as **RWE** may determine; or
- (b) **loss** is incurred by **RWE** which exceeds in aggregate a sum equal to 50% of the **fees** which would otherwise be due and payable under the **contract** for the **term** but for any disruption or suspension by an **event of force majeure** (or any higher sum as **RWE** may

determine) then **RWE** may on **written** notice terminate the **contract** on a no fault basis with immediate effect.

17.5 Unless terminated under **condition** 17.4, when the **event of force majeure** ceases, the **Contractor** and **RWE**, in consultation with each other, take such steps as are reasonably practicable in all the circumstances to resume normal performance of their respective obligations under the **contract**.

18 Termination

18.1 **RWE** may terminate this **contract** at any time in accordance with the statutory provisions by giving to the **Contractor** **written** notice.

18.2 The **Contract** may be terminated immediately by notice if:

- (a) The **Contractor** or **RWE** is in material breach of any of its obligations under the **contract** and the breach is not capable of remedy; or
- (b) the **Contractor** or **RWE** is in material breach of any of its obligations and fails to remedy the breach (if capable of remedy) within fourteen (14) days of a **written** notice requesting such remedy (a breach is considered capable of remedy if time is not of the essence in performance of the obligation and if the person in **default** can comply with the obligation within a thirty (30) day period given to comply);

18.3 Where **RWE** may terminate the **contract**, **RWE** may instead terminate the **contract** in respect of part only of the **goods/services** and in which case, the **contract** continues in respect of the **delivery** of the remaining **goods/services**.

18.4 Where the **Contractor** is in default because the **Contractor** has demonstrably been involved in unlawful restrictions of competition at **RWE’s** expense, then in addition and/or instead of the remedy available to **RWE** under **condition** 14 (*Default and Remedy*) **RWE** may immediately on **written** notice terminate the **contract**, and the relevant **applicable law** applies.

19 Consequences of Termination

19.1 On any termination or expiry, **RWE** pays the **Contractor** the **fees** due and payable pro rata for any **goods/services delivered** (and not cancelled or rejected) and not yet paid for as at the date of expiry or termination.

19.2 Where **RWE** terminates for **Contractor’s default**, **RWE** may recover from the **Contractor**, to the extent not already recovered, the sums set out at **condition** 14(*Default and Remedy*), and the **Contractor** will also pay **RWE** any consequential loss incurred by **RWE** as a result of the termination

20 Contractor’s staff

20.1 There is no **contract** between **RWE** and any of the **Contractor’s** employees, directors, officers, agents, personnel, **staff**, contractors, sub-contractors or other workers (**staff**).

20.2 **Contractor** makes appropriate deductions for tax and national insurance contributions from the remuneration which the **Contractor** pays to its **staff** that it employs.

20.3 The **Contractor** ensures that:

- (a) it supplies its **staff** with all vehicles and necessary safety and other tools and

- equipment that they need to **deliver** the **goods/services**;
- (b) all vehicles, equipment and other tools that the **Contractor** and its **staff** use to **deliver** the **goods/ services** are in a good, legal and serviceable condition;
 - (c) its **staff** are suitably qualified, competent, skilled and experienced and are trained and able to **deliver** the **goods/services** and drive the vehicles, handle the **goods** and all tools and equipment needed to **deliver** the **goods/services** safely and in compliance with this **contract**;
 - (d) it puts procedures in place to ensure that its **staff** are able to understand and comply with oral and **written** instructions given by **RWE** including those which relate to health and safety; and
 - (e) it puts in place suitable precautions to prevent damage to property or injury to person.
- 20.4 Prior to any **staff** performing the **services** the **Contractor** , to the extent lawful, ensures that each member of the **Contractor's staff** satisfies any checks which are appropriate according to good industry practice or which are reasonably notified by **RWE** to the **Contractor**. Such vetting requirements include but are not limited to: checking identities, rights to work, references, qualifications and driving licenses. The **Contractor** keeps records of such checks and shows the records to **RWE** if **RWE** asks to see them.
- 20.5 The **Contractor** provides any information reasonably requested by **RWE** in relation to the **Contractor's Staff** who deliver the **services** within 10 business days of such request being made.
- 20.6 The **Contractor** ensures that its **staff**:
- (a) comply with **RWE's** local security and safety arrangements; and
 - (b) carry out their duties so as to cause minimum disruption to **RWE's** business operations.
- 20.7 **RWE** may at any time on notice to the **Contractor** remove or request the removal from **RWE's** premises of any individual whom, in **RWE's** reasonable opinion, is not qualified or competent to be present on **RWE's** site or who at any time acts in a way that contravenes **RWE's** safety or security processes or policies, causes or may cause injury to others or damage to property or who poses any other safety or security risk. The **Contractor's** obligations continue and are not reduced or changed if **RWE** removes or requests such removal.
- 20.8 The **Contractor** indemnifies **RWE** and **RWE group** on a full indemnity basis against any loss, liability, damage, expense, claim, fine, demand, proceeding, charge, fine, penalty, demand or cost (including legal fees) (**loss**) suffered or incurred by **RWE** (and/or **RWE group**) as a result of any failure by the **Contractor** or its **staff** to comply with the **Contractor's** obligations under this **condition**.
- 20.9 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor's default**.
- ## 21 RWE Materials Ownership
- 21.1 All information, specifications, drawings, sketches, models, prototypes, samples, tools, designs, technical information or data or other proprietary information or **IPR** (whether **written**, oral or otherwise and including personal data) (**RWE materials**) obtained by the **Contractor** or made available to the **Contractor** by **RWE** or on **RWE's** behalf remains **RWE's** property and/or does not become the **Contractor's** property.
- 21.2 The **Contractor**:
- (a) keeps **RWE materials** separate from the **Contractor's** property and property of others;
 - (b) properly stores and protects them and identify **RWE's materials** as **RWE** property; and
 - (c) deliver up **RWE materials** to **RWE** on request.
- 21.3 Risk in **RWE materials** passes to the **Contractor** as soon as the **Contractor** obtains them or **RWE** makes its **materials** available for the **Contractor's** use.
- ## 22 Intellectual Property Rights
- 22.1 All the **Contractor's** intellectual property rights (**IPR**) existing on or prior to the **start date** remain vested in the **Contractor** and all **RWE's IPR** existing on or prior to the **start date** remain vested in **RWE**.
- 22.2 The **Contractor** hereby grant to **RWE** a perpetual, transferable, irrevocable, non-exclusive, royalty free, worldwide license to use any of the **Contractor's IPR** which are necessary for **RWE** and **RWE group** to derive the benefit of the **goods/services** and this **contract**.
- 22.3 The **Contractor** hereby assigns to **RWE** with full title guarantee all **IPR** (including copyright) free from encumbrances in any **goods/services** created or developed by the **Contractor** or by others on the **Contractor's** behalf in relation to this **contract** or otherwise resulting from **delivery** of the **goods/services** (including new or bespoke computer code and including any new versions (e. g. updates, upgrades, releases, patches, bugfixes). This assignment either takes effect on the **start date** or immediately on the coming into existence of any new or developed **IPR** during the **term**.
- 22.4 The **Contractor** agrees to obtain waivers of all moral and other rights, execute all documents and to do any other things reasonably necessary to perfect these rights.
- 22.5 Where any software is created or developed for **RWE**, **RWE** owns and the **Contractor** delivers to **RWE** the source code for software created or developed.
- 22.6 Any rights granted by **RWE** to the **Contractor** or the **Contractor's staff** to use **RWE's IPR** cease on termination or expiry of the **term**.
- 22.7 The **Contractor** defends and indemnifies **RWE** and **RWE group** from and against any **loss** incurred by and/or awarded against **RWE** and/or **RWE group** in each case as a result of or in connection with:
- (a) a breach by the **Contractor** or the **Contractor's staff** of **RWE's IPR**; and
 - (b) any claim or action that **goods/ services** (in whole or part) infringe the **IPR** or any other rights of a third party.
- 22.8 The **Contractor** and **RWE** shall each notify the other of any alleged or actual third party **IPR** claim as soon as is reasonably practicable upon becoming aware of any such claim.
- 22.9 Neither the **Contractor** nor **RWE** make any admission as to liability or agree to any settlement of or com-promise any third party **IPR** claim without

the prior **written** consent of the other which consent shall not be unreasonably withheld, conditioned or delayed.

- 22.10 The **Contractor** may, on **written** request to **RWE** and at the **Contractor's** cost and expense and on providing adequate financial security to **RWE** for any debt or liability under the indemnity, have the conduct of or settle all negotiations and litigation arising from any third party **IPR** claim and **RWE** shall, at the **Contractor's** request and expense, give the **Contractor** reasonable assistance in connection with those negotiations and litigation.
- 22.11 If any third party **IPR** claim is made or, in the **Contractor's** opinion, is likely to be made against the **Contractor** or **RWE** then without affecting any rights or obligations the **Contractor** will promptly and at its own expense either:
- (a) procure for **RWE** and/or **RWE** group the right to continue using the **goods/services** or **IPR** (or any part of them) in accordance with this **contract**; or
 - (b) modify or replace the infringing **goods/services** (or any part of them) so as to avoid the infringement or alleged infringement and as if they were defective and so as to comply with the **condition 14 (Default and Remedy)**; or
 - (c) pay to **RWE** all sums as set out at **condition 14 (Default and Remedy)** as if the **goods/services** were defective.
- 22.12 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor's default**.

23 Confidentiality

- 23.1 The **order**, these **GTC**, any **RWE materials** or any other technical or commercial information of a confidential nature (either marked as such or which, by its nature, can reasonably be considered to be confidential) which the **Contractor** receives from **RWE** (or from a person acting on **RWE's** behalf) either expressly or impliedly or otherwise gleaned by the **Contractor** (including any information relating to **our** business or financial or other affairs or those of a member of **RWE** group or **RWE's** or their customers or suppliers and including any personal data or information relating to information systems and/or networks) (**confidential information**) is strictly confidential and the **Contractor** does not use it except as is strictly necessary in the performance of the **Contractor's** obligations under this **contract** or disclose it (in whole or in part) to any other person without **RWE's** prior **written** consent.
- 23.2 The **Contractor** keeps **RWE materials** and **confidential information** safely and will maintain and apply appropriate technical and organizational measures, processes and procedures to safeguard against any unauthorized access, loss, destruction, theft, use or disclosure of personal data and all confidential information. The **Contractor** will not retain the confidential information longer than is required for the performance of the **Contractor's** obligations under this **contract** or as otherwise required or permitted by law.
- 23.3 The **Contractor** may disclose confidential information if and to the extent that:
- (a) the **Contractor** considers it is necessary to disclose confidential information to the

Contractor's staff or group companies for the purpose only of performing the **Contractor's** obligations under this **contract** or professional advisers, auditors and bankers, in each case provided that the **Contractor** places similar **conditions** of confidentiality on those persons;

- (b) the **Contractor** is required to do so by law or any securities exchange or regulatory or governmental body to which the **Contractor** is subject to, wherever situated, provided that the **Contractor** gives **RWE** advance notice warning of this as soon as it is reasonably practicable and legally able to do so;
 - (c) it is or comes into the public domain through no fault of the **Contractor**; or
 - (d) it was previously disclosed to the **Contractor** by others without any obligation of confidence.
- 23.4 To the extent permitted by law, the **Contractor** promptly deletes, destroys or returns **RWE materials** and **confidential information** and any data stored on the **Contractor's** infrastructure promptly to **RWE** (and all copies) at **RWE's** request and on request, certifies any such deletion, destruction or return.
- 23.5 The **Contractor** does not make any announcement or publicity statement relating to **RWE**, **RWE** group, the **contract** or any part of it or its subject matter without **RWE's** prior **written** approval (except as required by applicable law or by any legal or regulatory authority in which case the **Contractor** will give **RWE** as much advance warning of this as it is reasonably practicable to do so).
- 23.6 The **Contractor** defends and indemnifies **RWE** and **RWE** group from and against any **loss**, incurred by **RWE** and/or **RWE** group as a result of or in connection with a breach by the **Contractor** or the **Contractor's staff** of this **condition**.
- 23.7 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for the **Contractor's default**.
- 23.8 The obligations in this **condition** apply for a period of three (3) years after as well as during the **term**.

24 Data Protection

- 24.1 The **Contractor** is obliged to comply with the statutory provisions on data protection (in particular the General Data Protection Regulation (GDPR)). In case of processing of personal data on behalf of **RWE**, the **Contractor** processes personal data exclusively within the scope of the agreement reached and according to the **RWE's** instructions. A separate agreement shall be made for this purpose in the event of processing by **order**. The **Contractor** protects the personal data received from **RWE** from access by unauthorized third parties by means of suitable technical and organizational measures in accordance with article 32 GDPR. The **Contractor** informs **RWE** without delay in the event of serious disruptions in the course of operations, suspected violations of data protection or other irregularities in the processing of **RWE's** data.
- 24.2 The **Contractor's** and **RWE's** respective maximum liability and/or debt to each other under this **condition** is the sum of one million Euro (€1,000,000) in aggregate.



24.3 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for the **Contractor's default**.

25 Information Security and Critical Infrastructure

- 25.1 **RWE** may ask the **Contractor** (and the **Contractor** may already have done so) from time to time to complete a self-declaration form and to provide relevant evidence relating to information security and critical infrastructure protection (such as the **RWE** Prequalification Information Security IT/OT (PIO) or the **RWE** Data Protection Agreement (DPA)). The **Contractor** warrants that its answers are and shall remain true and accurate. Any breach of this warranty or false declaration is a material breach of the **contract** and **RWE** may terminate for the **Contractor's default**.
- 25.2 The **Contractor** does not access and shall not permit anyone to access **RWE's** computing systems without **RWE's** express **written** authorization.
- 25.3 Where authorized by **RWE** in advance and in writing, **RWE** may provide the **Contractor** with access to **RWE's** computing systems.
- 25.4 Where **RWE** provides such access the **Contractor** employs anti-virus procedures and complies with IT policies and procedures that align with **RWE's** security requirements.
- 25.5 The **Contractor** may use any access granted to it only to provide the **goods/services** and any such access must be through **RWE's** agreed security gateways and/or firewalls.
- 25.6 **RWE** may terminate the **Contractor's** access to **RWE's** systems at any time without notice to the **Contractor**.
- 25.7 The **Contractor** immediately notifies **RWE** (csirt@rwe.com) of and provides assistance with any suspected, actual or threatened security incidents or security breaches, unusual or malicious activity or events and / or vulnerabilities of which **Contractor** becomes aware that may affect **RWE's** systems in any way or lead to unauthorized access to **RWE's** systems or impacts the provision of **goods/ services** to **RWE**.
- 25.8 Any breach of this **condition** is a material breach and **RWE** may terminate any **contract** with the **Contractor** for **Contractor's default**.

26 Disrepute

- 26.1 The **Contractor** does not use **RWE's** information or do anything that brings **RWE's** name or **RWE** group's name into disrepute or damages or conflicts with **RWE's** or **RWE** group's reputation, goodwill or business interests.

27 Marketing and Advertising

- 27.1 The **Contractor** may not, without **RWE's** prior **written** consent use:
- any information concerning this **contract**; or
 - photographs of **RWE's** sites, facilities or personnel in each case for reference or marketing purposes.
- 27.2 The **Contractor** may not use **RWE's** trade names, trademarks or logos or those of **RWE** group either individually or in combination with the **Contractor's** trade names or trade names of others.

28 Code of Conduct

- 28.1 **RWE** and **RWE group** are committed to the **RWE** Code of Conduct (**RWE Code of Conduct**) set out at: <https://www.group.rwe/en/the-group/compliance/code-of-conduct/>.
- 28.2 **RWE** expects the **Contractor** to accept the Principles of Conduct contained in the **RWE Code of Conduct** as a basis for cooperation between the **Contractor** and **RWE**.
- 28.3 **RWE** also expects the **Contractor** to commit to support and implement (and that the **Contractor** will procure that its **staff** support and implement) the principles on human rights, labor relations, environmental protection and combating of corruption which are established within the framework of the United Nations Global Compact Initiative (www.unglobalcompact.org).

29 Combating corruption

- 29.1 The **Contractor** undertakes not: to give or receive, offer or ask for, directly or indirectly, to anyone any payment or benefit that constitutes undue financial or other advantage of any kind.
- 29.2 The **Contractor** complies with all **applicable law** relating to anti-bribery and anti-corruption and the **Contractor** ensures that neither the **Contractor** nor the **Contractor's staff** engage in any activity, practice or conduct which constitutes an offence under such **applicable law**.
- 29.3 The **Contractor** indemnifies **RWE** and **RWE group** against all **loss** incurred or suffered by **RWE** and/or **RWE group** as a result of a breach by the **Contractor** or the **Contractor's staff** of this **condition**.
- 29.4 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for the **Contractor's default**.

30 Sanctions

- 30.1 "**Sanctions**" means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the European Union (EU), its member states, or the United Nations Security Council.

Sanctions also means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the United States of America, or the United Kingdom, unless this constitutes a violation of any applicable blocking law, or compliance with such Sanctions constitutes a violation of any applicable blocking law (**sanctions**).

- 30.2 The **Contractor** warrants that neither the **Contractor** nor any of the **Contractor's** group companies nor, to the best of the **Contractor's** knowledge, any legal representative of the **Contractor** or any of the **Contractor's** group companies is:
- a person against whom **sanctions** have been imposed;
 - owned or controlled by a person against whom **sanctions** have been imposed;
 - located in or has been registered in or has its registered office in, a country or territory against which **sanctions** applicable to itself or its Government have been imposed (currently

but not limited to: Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk and Luhansk People's Republics).

- 30.3 The **Contractor** complies with all **sanctions** and export control requirements applicable to it and its business activities as far as actions in connection with this **contract** are concerned.
- 30.4 The **Contractor** does not sell, supply or transfer items received from **RWE** to third parties if this results in the **Contractor** or **RWE** violating any applicable **sanctions** or export control regulations.
- 30.5 The **Contractor** does not act or omit to act so as to result in **RWE** violating any applicable **sanctions** or export control regulations.
- 30.6 The **Contractor** immediately informs **RWE** in **writing** if you become aware of any event or matter which may result in a violation of applicable **sanctions** or export control regulations by the **Contractor** or by **RWE** relating to the **contract**.
- 30.7 The **Contractor** indemnifies **RWE** and **RWE group** against all **loss** incurred or suffered by **RWE** and/or **RWE group** as a result of a breach by the **Contractor** or the **Contractor's staff** of this **condition**.
- 30.8 Any breach of this **condition** is a material breach and **RWE** may terminate this **contract** for **Contractor's default**.

31 Human Rights

- 31.1 **RWE** explicitly refers to the attached **RWE** Human Rights Supplier Contract Appendix which applies within the **RWE Group** and can be consulted under <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions>. **RWE** expects the **Contractor** to, and the **Contractor** agrees thereto, explicitly accept and comply with the principles and all obligations contained therein at all times and, in particular, to commit itself to support and implement the principles on human rights, labour relations and environmental protection as stipulated therein in its own business area and towards its own supply chain.
- 31.2 In order to further assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, **RWE** may submit, on a frequent or ad hoc basis, and the **Contractor** will reply to in due course, a questionnaire regarding typical risk areas and preventive and remedial actions required within the business area of the **Contractor**.
- 31.3 The **Contractor** is further obliged to inform **RWE** immediately of any incident, violation of or significantly increased risk to violate any human rights principle affecting **RWE** in its supply chain with the **Contractor**.
- 31.4 **RWE** shall be entitled to carry out audits to determine whether the **Contractor** or any sub-supplier has lived up to its obligations under the **RWE** Human Rights Supplier Contract Appendix by requesting information, documentary evidence or by conducting on-site inspections, as laid out in the **RWE** Human Rights Supplier Contract Appendix in more detail.
- 31.5 If the **Contractor** evidently fails to fulfil any of the principles and refuses to implement the necessary preventive or remedial measures according to the **RWE** Human Rights Supplier Contract Appendix,

RWE reserves, in addition to other remedies which may be available, the right to extraordinary terminate the **contract** with the **Contractor**.

- 31.6 In case **RWE** is held legally liable for a violation of applicable legal requirements under the Lieferkettensorgfaltspflichtengesetz (LkSG) which is attributable to wilful or negligent misconduct of the **Contractor**, in particular by not observing the obligations arising under the **RWE** Human Rights Supplier Contract Appendix, **RWE** will pass on any fine imposed on it as damage claim under this **contract**.

32 Responsibilities as an employer

- 32.1 The **Contractor** complies and procures that its **staff** comply with all **applicable law** relating to labor or employment law, including discrimination, equality, minimum wage, employee health, safety and welfare and the **Contractor** will allow to all the **Contractor's staff** all their rights at law.
- 32.2 The **Contractor** warrants to **RWE** that all its **staff** performing the **Contractor's** obligations under the **contract** have all necessary rights to work and/or work permits.
- 32.3 Without prejudice to the general obligations mentioned above or otherwise to comply with **applicable law** including data protection, in relation to the **Contractor's staff**, the **Contractor** warrants that it:
 - (a) has effective procedures to verify the age of employees at the time they are recruited;
 - (b) keeps adequate age documents of employees, such as ID copies and personnel records;
 - (c) complies with local legal requirements in relation to the minimum age of employees;
 - (d) employs employees under the age of 18 only on non-hazardous or daytime work;
 - (e) allows employees to leave the place of work after working hours;
 - (f) treats all employees in a humane manner, including not subjecting a worker to physical or verbal abuse;
 - (g) treats all employees in an acceptable manner in relation to their personal documents, including not requiring employees to lodge deposits or original documents such as ID papers and training certificates;
 - (h) treats all employees in an appropriate manner over access to and from the place of work; and
 - (i) ensures that all employment is voluntary.
- 32.4 The **Contractor** at all times during the **term** properly enforces such policies and procedures and carries out periodic monitoring of its compliance with such policies and procedures on an annual or more frequent basis.
- 32.5 In the event that the **Contractor** engages any third party **staff** in relation to any activity connected with this **contract** (including, without limitation, where the **Contractor** sub-contracts to any third party), the **Contractor** ensures that provisions equivalent to this **condition** are included within the **contract** or terms of engagement under which the **Contractor** appoints that third party to carry out the relevant activity connected with this **contract**.



33 Code of Conduct And Employer Responsibility Infringements

- 33.1 If the **Contractor** become aware of or have reason to believe that it or any of its **staff** have breached or have potentially breached any of the **Contractor's** responsibilities referred to in **condition 25 (Information Security and Critical Infrastructure)**, **28 (Code of Conduct)**, and/or **32(Responsibilities as an Employer)**, then the **Contractor** notifies **RWE** of the breach or potential breach and take steps to rectify the breach or potential breach.
- 33.2 **RWE** uses appropriate means to establish the validity of such breach or potential breach including pursuant to **condition 36(Audit)** and if validated, without prejudice to any rights or obligations under this **contract**, **RWE** may:
- issue the **Contractor** with a warning to provide as soon as reasonably practicable a detailed action plan to address the potential breach or where necessary to remediate the actual breach and which, if appropriate, is implemented immediately; and/or
 - suspend this **contract** until the potential breach is addressed or where necessary the actual breach is remedied.
- 33.3 Where the **Contractor** is given adequate opportunity to address the potential breach or to remedy the actual breach and the **Contractor** has in either case, in **RWE's** opinion failed to do so, the **Contractor** is in material breach of this **contract** and **RWE** may terminate this **contract** for **Contractor default**.
- 33.4 The **Contractor** indemnifies **RWE** and **RWE group** against all **loss** incurred or suffered by **RWE** and/or **RWE group** as a result of a breach of the **Contractor's** responsibilities in **condition 28 (Code of Conduct)** and **33(Responsibilities as an Employer)** or any breach of related **applicable law**.

34 Warranty and Representation

- 34.1 The **Contractor** warrants and represents that:
- it has legal capacity to enter into this **contract** and ability to **deliver the goods /services**;
 - the entering into and/or fulfilment of this **contract** does not breach or contravene any **applicable law** or contractual requirements or obligations that apply to the **Contractor**.
 - it has and will maintain all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the **contract** and in respect of the **goods/services**.

35 Records

- 35.1 The **Contractor** will, during the **term** maintain such records relating to the **goods/services** as may be necessary to trace the supply chain and to demonstrate compliance with its obligations under this **contract**, including correct invoicing, information security, obligations of confidentiality and data protection and keep them for as long as **applicable law** requires).

36 Audit

- 36.1 **RWE** and/or **RWE's** auditors may access the **Contractor's** premises and any premises of the **Contractor's staff** during normal working hours

upon giving reasonable notice as appropriate in the circumstances and audit and/or inspect all matters (including all records) at the **Contractor's** premises and/or at those of the **Contractor's staff** relating to the supply of the **goods/services** to **RWE** and the **Contractor's** compliance with the **Contractor's** obligations in this **contract** including the **Contractor's** operations, facilities, working conditions, procedures and systems. The **Contractor** provides appropriately qualified **staff** to support such audits

37 Assignment

- 37.1 The **Contractor** will not assign, novate or otherwise transfer any of the **Contractor's** rights and/or obligations under the **contract** without **RWE's** prior **written** consent.
- 37.2 **RWE** may assign or sub-license any of **RWE's** rights under this **contract** within **RWE group** without the **Contractor's** prior consent.

38 Subcontracting

- 38.1 The **Contractor** will not subcontract any of its obligations under the **contract** or change **subcontractors** without **RWE's** prior **written** consent or to the extent set out in an **order**.
- 38.2 Any appointment of a **subcontractor** does not affect the **Contractor's** obligations and liabilities.
- 38.3 The **Contractor** is primarily liable for any act or omission of **the Contractor's staff**.
- 38.4 Where the **Contractor** subcontracts any of its obligations under this **contract**, the **Contractor** must ensure that terms and conditions as these **GTC** are included in the **contract** between the **Contractor** and its **subcontractors**.

39 Waiver

- 39.1 No failure or delay by **Contractor** or **RWE** to exercise any right or remedy provided under this **contract** or by law constitutes a waiver of that or any other right or remedy, nor does it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy precludes or restricts the further exercise of that or any other right or remedy.
- 39.2 No act or omission of either **Contractor** or **RWE** is or is deemed to be a waiver or release of a right or remedy unless expressly notified in **writing**.

40 Severance

- 40.1 If any court or competent authority finds that any **condition** (or part of any **condition**) of these **GTC** is invalid, illegal or unenforceable, that **condition** or part-**condition**, to the extent required, is deemed to be severable and the validity and enforceability of the other **conditions** in these **GTC** is not affected by such determination.
- 40.2 If any invalid, unenforceable or illegal provision of these **GTC** would be valid, enforceable and legal if some part of it were amended, the **Contractor** and **RWE** shall seek to agree the minimum modification necessary to make it legal, valid and enforceable and align with the original commercial intent of the **condition**. If no agreement is reached, **RWE** may terminate the **contract** with no liability.

41 Language

- 41.1 The language of this **contract** is English and all notices, documents, correspondence and any other information exchanged between the **Contractor** and **RWE** in relation to it is in English unless agreed otherwise by **RWE** in **writing**.
- 41.2 The **Contractor** and **RWE** agree that these **GTC** are **written** in English as a language of convenience only and the English language does not affect the application and/or interpretation of these **GTC** under Italian law. There is no recourse to English or any other law.

42 Escalation

- 42.1 If a dispute arises out of or in connection with the **contract**, the **Contractor** and **RWE** shall notify each other and seek to resolve the dispute through negotiations between the **Contractor's** and **RWE's** respective representatives who have the authority to settle it.

43 Governing Law and Jurisdiction

- 43.1 Italian law applies exclusively to this **contract** and the **Contractor** and **RWE** respectively each agree to irrevocably submit to the exclusive jurisdiction of the courts of Rome as regards any dispute, claim or matter arising under or relating to this **contract** (including its subject matter, formation and any non-contractual disputes and claims).
- 43.2 Application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention, Treaty Series 1981, 184 and 1988, 61) is excluded.

44 Legislative Decree no. 231 dated 8th June 2001

- 44.1 With reference to the provisions of Legislative Decree no. 231 of 8th June 2001 (hereinafter "Decree 231/01") on the administrative liability of corporate entities for certain offences perpetrated, in their own interest or for their own benefit, by their directors, employees and/or representatives in general, "including subsequent amendments and additions, the **Contractor** hereby declares:
- a) to be familiar with the provisions of law regarding the administrative liability of companies and, in particular, with the provisions of Decree 231/01;
- b) to be familiar with the contents and the principles of the "**Code of Ethics**" and of the adopted and effectively implemented "Organisational and Management Model" as adopted by **RWE** and with the purposes pursued by such contents and principles set out in.
- 44.2 The **Contractor**, as far as its own corporate organisation is concerned, warrants that, in the execution of the activities contemplated by the **contract**, those who represent **RWE**, the board of directors and the management, and those who in fact manage and control **RWE**, as well as those in any case subject to the direction or supervision of the former, shall not behave or carry out any act or omission that can give rise to any situation relevant for the purposes of Decree 231/01.
- 44.3 It remains understood that any violation of the above obligations, declarations and guarantees shall represent material breach and that **RWE** shall have the right to terminate the **contract** - by right and with immediate effect - for **Contractor's**

default, pursuant to article 1456 of Italian civil code with responsibility for the same bearing on the **Contractor**, which latter shall be obliged to relieve of all liability and indemnify **RWE** for all losses, damages, expenses, responsibilities and claims that may ensue from the aforesaid breach.

45 Specific approval as contemplated by articles 1341 and 1342 of the Italian civil code

- 45.1 The **Contractor** hereby declares that it has read all the clauses of these **GTC** and, as contemplated by articles 1341 and 1342 of the Italian civil code, specifically approves the following **conditions**: 5 (*Delivery*); 10 (*Title and Risk*); 11 (*Price, Invoicing and Payment*); 13 (*Warranty*); 14 (*Default and Remedy*); 15 (*Insurance*); 16 (*Exclusion and Limits of Liability*); 17 (*Force Majeure*); 18 (*Termination*); 19 (*Consequences of Termination*), 33 (*Code of Conduct and Employer Responsibility Infringements*), 37 (*Assignment*) 38 (*Subcontracting*); 40 (*Severance*), 42 (*Escalation*), 43 (*Governing Law and Jurisdiction*) and 44 (*Legislative Decree no. 231 dated 8th June 2001*).