

CONTENTS

1.	Validity of the Terms of the General Supply and Service Conditions .....	3
2.	Order of Precedence .....	3
3.	Purchase Order .....	3
3.1.	Issue .....	3
3.2.	Order Modifications .....	3
4.	Definitions .....	3
5.	Chronological schedule .....	3
5.1.	Execution of work in batches .....	3
5.2.	Extension of contractual terms .....	3
6.	Environmental Protection and Health and Safety in the Workplace .....	3
7.	Subcontracting/sub-supplies .....	4
8.	Transfer .....	4
9.	EU regulations against terrorism .....	4
10.	Warehouse storage .....	4
11.	Shipment .....	4
12.	Transport .....	4
13.	Delivery .....	4
14.	Good faith in execution .....	4
15.	Insurance .....	5
16.	Claims for defects and warranty .....	5
17.	Transfer of risk .....	5
18.	Usage rights .....	5
19.	Personal data processing .....	5
19.1.	Data rendered by the Supplier to the Customer .....	5
19.2.	Data rendered by the Customer to the Supplier .....	5
20.	Confidentiality .....	5
21.	Jurisdiction .....	5
22.	Language of the Contract and applicable law .....	5
23.	Communications .....	5
24.	Withdrawal and rescission .....	6
24.1.	Unilateral withdrawal .....	6
24.2.	Rescission .....	6
25.	Obligations and responsibilities of the Supplier .....	6
26.	Anti-Mafia declaration, Chamber of Commerce registration and DURC (statement of correct fulfilment of welfare contribution obligations) .....	6
27.	Contractual prices .....	6
28.	Acceptance of the Supply or Services .....	6
28.1.	Provisional acceptance (if contemplated) .....	6
28.2.	Final acceptance .....	6
29.	Taxes and duties .....	6
30.	Quality system .....	6
31.	Planning .....	6
32.	Suspensions on the part of the Customer .....	6
32.1.	Discretionary suspensions .....	7



32.2.	Suspensions for fortuitous events or force majeure .....	7
33.	Lgs. Decree n° 231 of 8 <sup>th</sup> June 2001 .....	7
34.	Specific approval as contemplated by arts. 1341 and following of the civil code .....	7

## 1. Validity of the Terms of the General Supply and Service Conditions

These General Supply and Service Conditions - hereinafter referred to as the "GSCs" - apply in relation to the Contracts stipulated by the Customer (as defined below). Deviations from the provisions of the GSCs are not permissible without the Customer's express written approval.

## 2. Order of Precedence

The supplies and/or services referred to in the Contract (as defined below) are governed, in accordance with the following order of precedence, by:

- Purchase Order (as defined below);
- additional terms and conditions of the Contract (as defined below), as well as any terms and conditions contained in the technical annexes;
- these GSCs;
- rules/standards in force at the Customer's sites/rooms/spaces/areas.

The mandatory provisions of law shall always hold firm, as well as the provisions of the sector-specific laws applicable in each case.

## 3. Purchase Order

### 3.1. Issue

Each purchase order ("Purchase Order") must be drawn up in writing. Any verbal agreements and/or Order Modifications (as defined below), will only be considered binding if confirmed by the Customer in writing.

Within 5 working days from receipt of the Purchase Order, the Supplier must send the Customer a duly signed letter of acceptance; said letter must be sent registered delivery with return receipt and may be forwarded in advance by fax and/or e-mail if so indicated in the Purchase Order.

### 3.2. Order Modifications

The Customer may request changes or supplements to the Purchase Order (hereinafter referred to as "Order Modifications") and the Supplier must process them. If this involves an increase or decrease in the cost or, where applicable, changes features and/or guarantees, such difference must be the subject matter of a prior written agreement between the parties, representing a supplement to the original Contract. In this event, the Supplier must answer the Customer within 5 working days of receiving the request, specifying the effect of said request on the execution, costs and terms of the Contract.

Any adjustments to meet provisions of law, regulations or other government deeds, interventions and prescriptions of any authority must be considered as Order Modifications.

## 4. Definitions

For the purpose of these GSCs, the following expressions shall have the meanings stated alongside:

- **Customer:** company of the RWE Group which signs the Contract;
- **Purchase Order:** request made by the Customer concerning the goods and/or services requested from the Supplier;
- **Contract:** agreement reached by the Parties for the execution of the supply of goods (supply contract) or services (service contract) stipulated in the form both of a private deed and commercial correspondence and, in this latter event, comprising all documents of the proposal and acceptance and the related attachments;
- **Force Majeure:** any unforeseeable or extraordinary act, event or circumstances, or a combination of these that are not ascribable to the Party which invokes Force Majeure, and which said Party cannot avoid by means of normal diligence and which continuously or only for a period of time, completely or partially delays or prevents or renders impossible the fulfilment of the contractual obligations by the said Party or which has a negative impact on the latter's capacity to fulfil said obligation promptly and correctly. Force Majeure includes, merely by way of example:
  - explosions, fires, floods, volcanic activity, hurricanes, tornadoes, typhoons, cyclones, lightning, thunderbolts, earthquakes, landslides, land erosion, epidemics, pandemics, famine, quarantine and scientifically inexplicable events;
  - embargoes, wars (whether declared or not), insurrections, rebellions, uprisings, civil conflict, acts of terrorism or sabotage;
  - strikes, lockouts or other labour disputes of national importance;
  - government acts.
- **Service Entry Sheet (SES):** SAP document necessary for receipt of services and for endorsing payment to the supplier;
- **Goods Entry (GE):** SAP document necessary for receipt of material and for endorsing payment to the Supplier;
- **General Chronological Schedule:** document or clause stating the terms established for the fulfilment of the Contract, including any subdivision into individual batches of activities;
- **Delivery Term (DT):** date on which the goods or individual batch must be supplied;
- **Completion Term (CT):** date on which the services or individual provisions relating to the services must be provided;
- **Transport Document:** document which accompanies incoming goods;
- **Technical Specifications:** document defining the technical features of the services/goods to be supplied pursuant to the Contract;
- **DURC:** Documento Unico di Regolarità Contributiva (document testifying to correct payment of welfare and national insurance contributions).

## 5. Chronological schedule

### 5.1. Execution of work in batches

The General Chronological Schedule may be divided, according to the type of contractual provision, into single batches of work or stages of activities, each with different contractual terms, although the several batches will always be governed by the single contractual agreement.

The General Chronological Schedule is of an executive nature and is binding on the Supplier in terms of its compliance with the terms specified.

### 5.2. Extension of contractual terms

In the event of interruption of the work or activities or a delay in execution of the same, caused by Force Majeure, the Supplier may request an extension to the contractual terms for a period to be agreed, normally no longer than the period of suspension deriving from such causes.

In the case of Force Majeure, the Party affected must send the other Party timely specific communication by registered letter with return receipt forwarded in advance by fax and/or e-mail, in any case within 12 hours of the onset of the event, indicating what activities are influenced by the Force Majeure and a description of the causes of impediment.

The Customer will notify the Supplier in writing of the entity of the extension granted.

Such an extension, even if due to causes beyond the Supplier's control, cannot represent grounds for a request for higher remuneration on the part of the Supplier.

## 6. Environmental Protection and Health and Safety in the Workplace

- A. The Supplier is the subject primarily responsible for the health and safety of its own workers and must observe the provisions in force as well as the Customer's rules and regulations for environmental protection and workers' health and safety.
- B. Any activity carried out at the Customer's premises must be suitably analysed in order to prevent or reduce to acceptable levels all risks for health, safety and the environment, including risks of interference. The Supplier must comply with the regulations of the site at which it is called to operate, including the ways in which emergencies are handled and of which it shall be made aware. It must comply with the working hours and access methods in force at the Customer's areas/premises.
- C. In respect of its own personnel, the Supplier must apply legal provisions and remuneration standards that are not inferior to those laid down by the collective labour agreement in force, and must also regularly comply with the obligations (pension, insurance and welfare contributions, etc.) contemplated by the laws, regulations and standards in force. The Supplier must provide the Customer with a signed, stamped list of names of staff to be granted access to the Customer's areas/premises.
- D. The Supplier must ensure that its employees and any subcontractors shall display, and where requested present, a specific identification badge in compliance with the provisions of current legislation on the matter.
- E. The Supplier must use only personnel qualified and instructed/trained in conformity with the provisions of the laws and regulations in force; the Customer has the right to request statements or even evidence proving the training, especially in relation to activities that require specific technical qualifications.
- F. The Supplier must keep any areas assigned to the same clean and tidy and must comply with the regulations in force in the Customer's areas.
- G. The Supplier must provide itself with all means, equipment and provisional structures necessary to perform the activity; said equipment must conform to the standards in force in relation to the protection of health, safety, work environments and the environment in general. The Supplier may ask the Customer only for work equipment that justifiably is not available to the said Supplier because of the type and/or frequency of use in connection with the activity to be carried out. The use of equipment owned by the Customer must be authorised in advance by the Customer and the methods for granting use of the same must be agreed with the latter.
- H. The supply of plant, machinery and instruments in general must include instructions for assembly, use and maintenance, the EC conformity declaration testifying to conformity with the standards of reference, the EC mark and everything else contemplated by the laws and regulations in force. In the case of the absence of legislative and regulatory provisions for the supply which contemplate EC marking and the issue of a declaration of conformity, the Supplier must declare, under its own responsibility (or ensure that the Constructor certifies this), its compliance with the legislation in force on health and safety, and must give instructions for assembly, if pertinent, and for use and maintenance.
- I. The Supplier must pay maximum attention to ensure that the wastes deriving from its activities are correctly delivered to suitable treatment or disposal plants. It must ascertain that all wastes or potential spillages flow into the sewer network and to the adequate treatment plant. To this end, it must ask the Customer for the relevant information.
- J. If wastes are generated during execution of the activities, and unless otherwise agreed in writing, the Supplier shall be responsible for managing such wastes in compliance with the legislation in force. Responsibility as waste producer, as contemplated by the legislation in force, lies with the Supplier. For special non-hazardous wastes and/or special hazardous wastes which, pursuant to the laws in force, are subject to registration (loading an unloading register, SISTRI waste traceability control system chronological register, for ms, SISTRI handling area), the Supplier must provide, under its own responsibility and at its own expense, for treatment and disposal, showing the Customer that it has complied with all obligations deriving from the laws in force.

- K. In the case of the supply of chemical products or other hazardous products, information on the product – especially the safety sheet – must be sent to the Customer together with the delivery. For such substances, as they are or contained in preparations, compliance must be ensured with all the obligations concerning application of the provisions contained in Regulation (EC) no. 1907/2006 (REACH) and of any other specific rules. The classification, labelling, packaging and safety sheet of such substances must conform to the standards contemplated by Regulation (EC) no. 1272/2008 (CLP) and later related standards. The supplier of the substance must immediately communicate any updating of the safety sheets.
- In the case of substances that do not require a safety sheet, the Supplier must, in any case, provide a data sheet containing the registration number of the substances and, if the substance is subject to authorisation, specifications of any authorisation issued or refused, details of any tax registration, and any pertinent information to allow for the identification and application of appropriate risk management measures. The legislation in force regarding transport, loading, unloading and transfer of goods of hazardous substances must also be observed.
- L. If the Supplier should note any situations that may prove to be a source of potential risk to workers or damage to the environment, it must notify the Customer of this immediately.
- M. The Supplier must communicate as quickly as possible any incident that involves its own personnel or that of its subcontractors (both in the case of an accident and in the case of a near accident, i.e. if there are no consequences for persons or property). In the case of injury, including those that occur during the journey to or from the worksite (so-called commuting accidents), the communication must be in writing and must contain details of the dynamics of the event.
- The communication of accidents does not relieve the Supplier in any way of the obligation to report the same to the authorised bodies according to the methods contemplated by the laws in force.
- N. The Customer may request that Supplier personnel (or subcontractors) be removed or replaced on justified grounds. The Supplier undertakes to make this replacement without any change in the contractual terms (e.g. completion of works, additional costs, etc.).
- O. The Supplier undertakes to indemnify the Customer in the case of damages or expenses (including legal costs) resulting from breach of the laws and/or regulations in force ascribable to the Supplier or to the latter's subcontractors.
- P. Due to the related risks, the use of angle grinders is regulated by specific internal procedures and standards. As regards the organisational and operational measures, their use is restricted to personnel who have been previously trained and informed about the risks associated with such equipment and the preventative and protective measures to be taken. When working with such equipment, which must always be gripped with two hands using the additional handle; you should also wear protective goggles and a face shield to protect against projected material, clothing that completely protects the arms and legs, ear protection if the noise is above 85 dBA) and protective gloves. Given the nature of the equipment, electric grinders must be equipped with the following safety devices: 1) an "anti-kick-back" electronic shutdown system (disc jamming is detected in the initial stages and causes the tool to turn off rapidly if the disc is jammed. The purpose is to avoid uncontrollable kickbacks); 2) an additional handle with vibration-damping features; 3) a brake system connected to the start button: when the start button is released, the disc is stopped within 3 seconds; 4) disc protection: adjustable and lockable disc protection; 5) "operator" control: a press-and-hold start button that turns off the tool when released (cannot be locked in the ON position). The use of pneumatic grinders should be reduced to a minimum and only in certain conditions (such as where the risk assessment requires the use of such equipment because its use involves less risk than an electric tool); the choice should be shared with the RWE contact person.
- Q. The Contractor declares that it ensures full compliance with immigration laws in accordance with Legislative Decree No 109 of 16 July 2012.
- R. The Contractor undertakes to deliver a duly filled out and signed substitute declaration related to the Joint Liability of the Client pursuant to Articles 46 and 47 of Presidential Decree No 445/2000, referred to in Agenzia delle Entrate (Italian Inland Revenue) circular No 40/E of 08/10/2012 made by the Contractor itself.
- 7. Subcontracting/sub-supplies**
- The Supplier may not fully or partially subcontract/sub-supply the provisions of this Contract to any third parties without the prior written authorisation of the Customer.
- The list of possible subcontractors/sub-suppliers – and of activities to be subcontracted – must be drawn up by the Supplier at the moment of presentation of the offer. Any later additions must be motivated by the occurrence of events and/or circumstances that could not have been predicted in the offer phase.
- Payment of work done by subcontractors/sub-suppliers is the exclusive responsibility of the Supplier, who hereby undertakes to relieve of liability and indemnify the Customer for any claim whatsoever that may be made against the latter by subcontractors/sub-suppliers for remuneration for works subcontracted/sub-supplied.
- In any case it remains understood that, in relation to the subcontracted/sub-supplied activities, the Supplier remains solely liable towards the Customer and the latter's sole contact.
- In particular, among other things, the Contractor must guarantee that its possible subcontractors fulfil the provisions of law regarding the personnel management, especially obligations on safety, welfare and insurance, and that they can exhibit, if requested, copies of all statements or other documentation deemed necessary.
- The Contractor undertakes to deliver a duly filled out and signed substitute declaration related to the Joint Liability of the Client pursuant to Articles 46 and 47 of Presidential Decree No 445/2000, referred to in Agenzia delle Entrate (Italian Inland Revenue) circular No 40/E of 08/10/2012 made by its sub-contractors, if any.
- The Supplier hereby undertakes to relieve of liability and entirely indemnify the Customer for any possible prejudicial consequence due to acts or claims on the part of subcontractors/sub-suppliers and requests for compensation for damages put forward by third parties consequent to the execution of the subcontracted/sub-supplied and/or supplied services.
- Under no circumstances may the Supplier impose on its subcontractors/sub-suppliers exclusive agreements that prevent the latter from concluding contracts with the companies of the Customer's group for other works, supplies or services.
- Non-observance of the provisions of this article shall be considered a grave breach on the part of the Supplier, and grounds for rescission of the Contract on the part of the Customer pursuant to Art. 1456 of the civil code, without affecting the latter's right to claim compensation for any damages.
- 8. Transfer**
- The Supplier may not transfer the Contract, even only partially, or any right or obligation deriving from the same, without the Customer's prior written consent.
- The Customer shall have the right to transfer to third parties the Contract or part of the same, or any rights or obligations deriving from the same, including receivables, without being obliged to obtain the Supplier's prior consent.
- 9. EU regulations against terrorism**
- For reasons of anti-terrorism, European Council Regulation no. 881/2002 and no. 2580/2001 introduced a ban on the direct and/or indirect exchange of money or economic resources with certain individuals, legal entities, groups or organisations: the said ban applies directly to every member state of the European Community. The Supplier undertakes to observe the said ban and to check that it is observed by its own business partners and operators.
- 10. Warehouse storage**
- The Customer reserves the right to ask for delay shipment of all or part of the supply. In such a case, the Supplier undertakes to withhold the supply at its own premises or care of third parties according to its own procedures and to conserve the supply until shipment has been approved, and to provide adequate insurance cover for all risks relating to the storage. The related remuneration must be agreed in advance in writing between the Parties.
- The above always holding firm, the Customer reserves the right to transfer the supply or part of the same, at any moment, to its own warehouses or those of third parties according to its own needs and/or schedules, after the Supplier has checked the suitability of such warehouses for the storage (thereby assuming the relevant liability).
- 11. Shipment**
- A. The Supplier must choose the best means of transport for the Customer, unless this latter expressly issues specific transport instructions. Deliveries must be packaged in a manner that prevents any type of damage due to the transport. The details of the Purchase Order (Purchase Order number, Purchase Order date, place of delivery, name of recipient – when applicable – and quantity/type of material), accompanied by the shipment address, must be declared on the transport document. Deliveries must take place during working hours (the Customer's working hours) from Monday to Friday, excluding Saturdays and holidays; the recipient must be given advance notice of at least 7 days. Unless otherwise agreed between the Parties, the Supplier may not deliver in any other manner.
- B. If the Supplier is responsible for transport, or in the case of wrong delivery ascribable to the Supplier, the latter shall provide for payment of any expenses caused by such wrong deliveries.
- C. The Supplier is authorised to make partial deliveries only with the Customer's prior written consent.
- D. The signing of the Transport Document does not imply acknowledgement of the conformity of the goods delivered to the Contractual specifications.
- E. In the event of any differences with regards to weight and/or quantity, the weight and/or quantity specified by the Customer on the Transport Document shall prevail.
- F. The Supplier must provide adequate insurance to cover all risks relating to transport, including deterioration and/or loss of the goods transported.
- 12. Transport**
- A. The Supplier is responsible for the packaging, the preparation for transport, the loading and the transport of the materials from its own warehouses and/or workshops to the Customer's premises and/or worksites and vice versa.
- B. The Supplier must take into account the most advanced techniques, the nature of the materials, the predictable transport risks and temporary exposure to weather conditions.
- C. The Supplier must provide adequate insurance to cover all risks relating to transport, including deterioration and/or loss of the goods transported.
- D. The construction of and/or modifications to structural works, buildings or anything else concerning the communication paths and accesses to the Customer's premises and/or plant and/or worksite, as far as the area served by the worksite lifting equipment, will normally be carried out under the responsibility of and at the expense of the Customer itself.
- 13. Delivery**
- The supply must be completed observing the terms established in the Purchase Order. If, for proven reasons of Force Majeure immediately communicated to the Customer, and in any case before the deadline, the Supplier cannot comply with the delivery terms, the Customer has the right to allow an extension of the original terms or to cancel the Purchase Order, without having to pay any indemnity.
- 14. Good faith in execution**
- The Supplier must comply with the obligations of good faith in executing the supply or service pursuant to Arts. 1375 et seq. of the Italian Civil Code.

**15. Insurance**

With no prejudice whatsoever to the responsibilities of the Supplier, the latter must stipulate insurance policies with leading companies against all damages to persons and property, also the Supplier's own property, valid for the entire duration of the contract and until complete expiry of any further terms of guarantee or prescription or renewal.

**16. Claims for defects and warranty**

The Supplier must deliver/supply to the Customer the goods or perfectly provided services according to the highest quality standards, all in full observance of the prescriptions indicated in the Contract, in the Technical Specifications and in any other written instructions/indications issued by the Customer, and the applicable provisions of law and regulations (including those relating to the sale of products in the EU and, when applicable, outside the EU).

If the goods supplied and/or the service rendered have defects and/or non-conformities and/or irregularities in respect of the contractual provisions, the Customer shall have full grounds to file any claim contemplated by law and may obtain, at its own discretion, either the rescission of the Contract, a reduction in the price, elimination of the defect, delivery of an identical supply free of defects, or a repetition of the service, if possible. The methods for such remedies shall be established according to the Customer's needs, including operational needs.

The Customer must report to the Supplier any flaws, defects and non-conformities within and no later than 60 working days from discovery of the same on penalty of lapse of relative rights, except in the case of defects that can be discovered only after specific investigations and analyses which require a longer time to complete.

Unless otherwise decided by the Customer pursuant to the above-indicated rights, the Supplier, without delay and in any case within 15 days from the Customer's report (unless a shorter term is indicated by the Customer together with adequate justification), must remedy, under its own responsibility and at its own expense, such defects and/or non-conformities and/or irregularities and/or damage and/or deterioration reported by the Customer, providing for any action necessary to re-establish the situation existing before the event (e.g. dismantling/assembly, temporary substitution hire, withdrawal and disposal, etc.) or for correct execution of the Contract (e.g. replacement/repair of the object, etc.). Moreover, if the remedy adopted implies the modification or adaptation or replacement of the defective article supplied with another of a different type and/or nature, any spare parts and/or components necessary with the same functions and technical characteristics must be paid for by the Supplier, as well as the expenses relating to the repetition of the service or intervention. If this is not possible, the Supplier must inform the Customer to allow for a possible different agreement. The Contract shall not be deemed fulfilled until the Customer's final acceptance (or partial acceptance in the case of the supply of a batch) of the supply or services of the Contract.

Any contractually established terms to be observed by the Customer shall be understood as extended for a period of time equal to that between communication of the complaint on the part of the Customer and application of the remedy. In this regard, it must be noted that in the case of a defect report, every other right remaining unprejudiced, the Customer shall have the right to suspend payment of the remuneration due until the defect has been suitably remedied.

In the case of non-fulfilment on the part of the Supplier of the above provisions for remedying flaws, defects and non-conformities, the Customer shall have the right to return the supply and to charge the related expenses to the Supplier itself, which latter shall also be obliged to indemnify all damages sustained by the Customer.

Unless otherwise established by the Contract or attachments, the Supplier shall have a 24-month warranty on the goods supplied and/or works developed by the Supplier, respectively from the DT and/or CT.

The parts replaced are also warranted for the same period of time, while for the remaining parts the period of suspension of the service will extend the warranty term by the same amount of time.

**17. Transfer of risk**

With regard to the supply of goods and/or services, the risk is transferred to the Customer at the moment of delivery and acceptance of the goods on the part of this latter at its own premises and/or with the formal acceptance of the services.

The risk is understood as continuing to be borne by the Supplier, however, even after delivery in the case of the loss or deterioration of the goods due to an action or omission on the part of the Supplier. In such a case, the Customer has the right to refuse to pay the price, to obtain elimination of the flaw, or to obtain a reduction in price, in addition to obtaining compensation for damages.

**18. Usage rights**

The Supplier's commitments in relation to the warranty, pursuant to Article 16 above, always holding firm (Claims for defects and warranty), the Customer may use the goods and/or services supplied by the Supplier, without any limitation whatsoever within the group of companies to which it belongs, exercising every related right.

The Supplier also declares and warrants that no third party's industrial or copyright has been breached consequent to the delivery and/or use of the supply and/or the services and/or the work carried out and that, in any case, it shall relieve of liability and indemnify the Customer in the case of any claims and/or demands of third parties.

Repair works may be carried out by the Customer or by third parties authorised by the latter, even in the case of industrial property rights held by the Supplier.

**19. Personal data processing**

If, for the establishment and/or execution of the contractual agreement, one of the Parties must process personal data of the other Party, pursuant to Legislative Decree n° 196/2003, the Party concerned shall confer its own data expressing, when required, consent for the processing of the same. If the data are not conferred, it may be impossible, on any occasion and according to the case, to proceed with regular execution of the Contract.

**19.1. Data rendered by the Supplier to the Customer**

The personal data collected by the Customer and kept at the Supplier's premises and freely conferred by the latter, or supplied by third parties at the Supplier's request, for the purpose of the establishment and/or execution of the supply or services contract, shall undergo processing by the Customer to which the Supplier hereby consents, pursuant to and for the purposes of the provisions of Legislative Decree n° 196 of 30th June 2003.

The said processing may be carried out by the Customer directly or by means of third parties, in full compliance with the applicable provisions of law.

The data provided by the Supplier will only be used for current administrative and accounting purposes in relation to the fulfilment of regulatory obligations, to the evaluation of offers and the stipulation of contracts or the fulfilment of the respect contractual obligations.

**19.2. Data rendered by the Customer to the Supplier**

The Supplier undertakes to process the personal data supplied by the Customer in compliance with the prescriptions of Lgs. Decree 196/2003, also by means of computerised systems.

The Supplier undertakes to use the most suitable instruments for the processing and to guarantee the security and the inviolability of its own management and filing systems.

When requested by the Customer due to the specific nature of the contractual performance, the Supplier hereby accepts to be appointed as the Data Controller as contemplated by Lgs. Decree 196/2003, aware of the obligations and burdens that such a role implies.

**20. Confidentiality**

A. The Supplier makes the following commitments:

- to treat all data, information and/or documents of which it gains knowledge during the course of the relationship with the Customer, as absolutely confidential and to allow access to such data, information and/or documentation only to subjects who must necessarily have knowledge of the same to guarantee the precise and prompt execution of the Contract;
- to ensure that the subjects who are allowed access to the data, information and/or documents referred to above, sign confidentiality agreements, the Supplier always remaining fully responsible for the conduct of the persons who are given access to the data, documents and/or information;
- to use the data, information and/or documents, regardless of how knowledge of the same has been gained, exclusively for compliance with the contractual obligations, every other use remaining excluded;
- to conserve the aforesaid data, information and/or documents with maximum care and with all precautions suitable to ensure observance of maximum confidentiality;
- to return to the Customer all documents that may have been delivered, and their duplicates, taking care to destroy all reprocessed documents bearing the data and information contained in, or understandable from, the documents returned.

The Supplier shall be bound by the above commitments also after the termination of the contractual relationship.

B. The breach of the above commitments constitutes serious breach and may be grounds for rescission of the Contract pursuant to art. 1456 of the civil code, the Customer always maintaining all further rights to compensation for any damages sustained.

**21. Jurisdiction**

The Parties establish that any dispute that may arise connected to the Contract shall fall under the exclusive jurisdiction of the Court of Rome.

**22. Language of the Contract and applicable law**

The Contract must be drawn up in Italian and, in any case, is governed by Italian law.

Even if the Supplier's registered head office is abroad, the Contract shall nevertheless remain subject to Italian law and to the provisions on conflicts of laws. In such a case, the commercial terms must comply with the respective Incoterms currently in force of the International Chamber of Commerce of Paris.

**23. Communications**

Any communications, forwarding of documents, observations or requests addressed to the Supplier by the Customer may be sent to the Supplier's registered head office and/or other chosen domicile, as resulting from the contractual documents, or via the direct delivery to its legal representative. The Supplier must inform the Customer, by registered letter, of any change to the head office; otherwise the communication addressed to the available address shall be understood as regularly delivered.

The Supplier must in turn forward any communications, documents, observations or requests in writing to the subjects expressly indicated on the Purchase Order.

**24. Withdrawal and rescission****24.1. Unilateral withdrawal**

The Customer has the right to withdraw from the Contract at any time in accordance with Art. 1671 of the Italian Civil Code, notifying the Supplier by registered letter with return receipt: withdrawal shall take effect from the 7th day after the date on which this communication is received.

The Customer shall decide which services, if any, must be completed and which interrupted within the said term. By way of exception to the provisions of art. 1671 of the civil code, the Customer shall not be obliged to indemnify the Supplier for loss of earnings.

The Customer also has the right to withdraw from the Contract with immediate effect if one or more of the following events should concern the other Party:

- insolvency, liquidation, suspension of payments or any court-ordered or amicably arranged insolvency procedure as contemplated by the provisions of bankruptcy legislation or similar laws, the provisions of art. 72, paragraph 6, of Royal Decree n° 267 of 16th March 1942 (the Bankruptcy Law) always holding firm;
- the sale of the company or business unit dedicated to the fulfilment of the contract or connected to the same.

**24.2. Rescission**

In the case of default on the part of the Supplier of even only one of the obligations undertaken pursuant to the Contract, extending beyond the term fixed by the Customer for fulfilment subsequent to written ad-hoc warning and, in any case, of not less than 15 days, the Customer has the right to declare the rescission of the Contract, keeping the guarantee deposit, if contemplated and not yet returned, or of applying an equivalent penalty, and of proceeding with enforcement, the Customer's right to compensation for any greater damages always holding firm.

In particular, the requirement of the written warning always holding firm, the Customer has the right to declare rescission of the Contract when:

- there is a delay of more than 15 days in respect of the contractually established date for DT and/or CT;
- the Customer has reasonable evidence, during execution of the works contemplated by the Contract, that the Supplier will not be able to reach the CT and/or DT within the contractually established date and the situation indicated in the preceding point is about to occur.

From the moment of a communication of withdrawal or rescission, the Supplier must give reasonable assistance as requested by the Customer in writing, and for a remuneration agreed in advance between the Parties, so that the activities can continue without interruption and to facilitate the transfer to the Customer or to the subject designated by the Customer.

**25. Obligations and responsibilities of the Supplier**

- A. The Supplier undertakes to fulfil the Contract in a perfect manner, adopting the most suitable skills, means, personnel, professionals and techniques for that purpose.
- B. The Supplier must use only raw materials of excellent quality, conforming to the Technical Specifications and subjected to controls.
- C. The Supplier must immediately communicate any irregularity in the execution of the activities, also regarding matters that are not of its exclusive competence but which can nevertheless influence its activities. The Supplier must also immediately request the forwarding of any instructions and/or documents and/or drawings or and additions to those already received if it deems them necessary for the correct execution of its activities, so that under no circumstances may the Customer be held responsible for their absence.
- D. The Supplier must keep and take maximum care of any instruments, machinery and equipment used for the execution of the Contract or, in any case, necessary for the correct execution of the performance due. Even if the Supplier decides to keep said instruments, machinery and equipment on premises available, also exclusively, to the Customer, the Customer shall not be held responsible for their deterioration, loss or theft and the Supplier shall relieve of liability and indemnify the Customer for any claim whatsoever, also from third parties.
- E. The Supplier accepts the most complete and absolute responsibility for accidents and damage of any kind caused directly or indirectly by the Supplier or its employees, also to third parties, entirely relieving the Customer of any burden and/or liability whatsoever, even of an indirect nature. The same holds firm for accidents and damages sustained by the Supplier or its employees unless directly caused by an action carried out by the Customer.
- F. In the execution of the service and under its own exclusive responsibility, the Supplier must comply with all provisions of laws and must observe the regulations, standards and prescriptions of the competent Authorities regarding the planning, construction, control and testing of any machinery and/or the works that represent the service and regarding labour contracts, welfare, health and safety in the workplace, treatment, use and disposal of waste, and in general everything connected with execution of the supply/service.
- G. The Supplier shall be held responsible for any delay, default, flaw and/or low quality as well as any inconvenience and/or illegality concerning the quality and presentation of the goods supplied, that is found in any form whatsoever and/or that can be discovered by institutional supervisory and control bodies.
- H. The Supplier shall indemnify the Customer for any expense, burden or damage that it may sustain or suffer as a consequence of delays, default, flaws and/or low quality as well as inconveniences, irregularities and/or illegalities, including those relating to raw materials and/or packaging materials, for which the Supplier is responsible pursuant to the Contract.

**26. Anti-Mafia declaration, Chamber of Commerce registration and DURC (statement of correct fulfilment of welfare contribution obligations)**

Within the duration of the Contract, the Contractor is required to file an Anti-Mafia declaration (that it is not subject to any preventive measures pursuant to Article 67 referred to in Book I, Title I, Chapter II of Legislative Decree No 159 of 6 September 2011).

Within the duration of the Contract, for companies required to register with the Chamber of Commerce, if the validity of the Chamber of Commerce registration expires after the signing of the Contract, the Contractor undertakes to provide the Contract Manager with a suitable renewal.

Similarly, for companies that are obliged to forward a DURC (statement of correct fulfilment of welfare contribution obligations), if its validity expires after the signing of the contract, the Contractor must provide the Contract Manager with a suitable renewal.

**27. Contractual prices**

The subject matter of the supply, including any Order Modifications, shall be entirely remunerated on the basis of the prices established in the Contract.

The supplies pursuant to the Contract shall be made with the specific waiver by the Supplier of all additional surcharges and/or price reviews by virtue of the oscillation of costs by any amount, both of the raw materials and labour and all other factors; in this respect the Supplier shall bear all risks. The Supplier hereby specifically waives requesting termination of the Contract due to it being excessively burdensome, in accordance with Article 1467 of the Italian Civil Code.

Packaging, customs and insurance expenses and all other taxes or duties or fees to be paid by any title to private individuals or public entities are intended as included in the agreed price, unless otherwise agreed by the Parties.

It is also agreed that the price is stated inclusive of all expenses and/or charges, including those assigned to the Supplier by compliance with the laws, regulations, standards, technical specifications and provisions issued by the competent authorities, as well as the acquisition of permits and authorisations from the competent entities needed to fulfil the activities concerned by the supply.

**28. Acceptance of the Supply or Services****28.1. Provisional acceptance (if contemplated)**

Upon completion of each individual batch of activities and in any case no later than 60 days after the CT and/or DT, the Customer must prepare a provisional acceptance report, signed by the Supplier.

**28.2. Final acceptance**

Within and no later than 90 days from the date of the last provisional acceptance report, after having carried out further inspections/tests for final acceptance, the Customer must draw up a final acceptance report, signed by the Supplier. This acceptance does not exonerate the Supplier from the responsibilities pursuant to the Contract and the legislation in force.

**29. Taxes and duties**

All taxes, excise, duties and similar charges bearing on the subject matter of the Contract shall be borne by the Supplier, except those which by law are charged to the Customer.

**30. Quality system**

The Supplier must hold ISO 9001:2008 certification and must exhibit the relevant certificate validated by the last Audit if compliance with contractual prescriptions must be ensured in one or more of the following phases: design, manufacture, construction, installation and commissioning.

If requested by the Customer, the Supplier must make available the documentation on implementation of the Quality System adopted, especially regarding the procedures, management review, registrations, non-conformities and related provisions adopted for improvement or any other document and/or information that the Customer may deem opportune. The Supplier must also allow the Customer to carry out verifications directly at its own head office on Quality System operating implementation methods, giving all necessary assistance.

**31. Planning**

If requested, any planning of the subject matter of the Purchase Order and/or of any variants requested by the Customer, including Order Modifications, must be carried out by the Supplier on the basis of the drawings and/or other documents supplied by the Customer, including Order Modifications and normally attached to the Technical Specifications. In the case of supplies of greater complexity, such documents must be indicated in a specific list attached to the Contract.

**32. Suspensions on the part of the Customer**

The Customer can, at any moment and for any reason, impose temporary suspensions of part or all of the activities of the Contract by registered letter with return receipt.

The suspension takes effect from the date of receipt of the registered letter and, from that date, the Supplier must ensure that all activities cease in relation to the batch indicated, providing, at the Customer's expense, for conservation and maintenance of works, materials and components.

If and when the Customer requests resumption of the works, by registered letter with return receipt, the Supplier undertakes to ensure that the works will be resumed, according to the principles of good faith in contractual execution, as soon as possible, and in any case within and no later than 2 weeks from the date of receipt of the relevant request.

The resumption of works must be certified by a report signed by the Parties, the date of which shall bear witness to the determination of the duration of the suspension.

The CT and/or DT date shall be automatically understood as deferred by a period of time equal to at least the duration of the suspension.

For the purposes of this article, the following 2 types of suspension exist:

**32.1. Discretionary suspensions**

These are suspensions of part or all the activities of the Contract decided at the Customer's discretion.

In the case of discretionary suspension of the works, the Supplier has the right to reimbursement of the expenses reasonably sustained, justified and documented, strictly connected with the suspension. It remains understood that the Supplier must do everything necessary to limit and reduce its own costs during the period of suspension, keeping the Customer constantly informed on such costs. The period of discretionary suspension cannot exceed an accumulated term of 6 months.

**32.2. Suspensions for fortuitous events or force majeure**

These are suspensions of part or all the activities of the Contract due to events beyond anyone's control. Suspensions in the case of fortuitous events or force majeure cannot exceed an accumulated term of 6 months.

If such suspension extends to an accumulative term of more than 6 months, each of the Parties can rescind the Contract and, in such a case, the Supplier shall have the right to receive payment of the price effectively accrued until suspension and shall have no additional rights. Alternatively, at the Customer's written request, the Parties may open negotiations to define in good faith new contractual conditions, in respect of both timing and remuneration. In the absence of a request on the part of the Customer, or in the absence of an agreement within 30 days from expiry of the aforesaid 6 months, the Parties can withdraw from the Contract, the obligations consequent to work and/or services already performed always holding firm.

In the case of suspensions for force majeure, no specific remuneration shall be paid to the Supplier for the first 6 months of the suspension. Subsequent to this period, the Parties shall negotiate any economic compensation due in good faith and on the basis of mutual costs and needs.

**33. Lgs. Decree n° 231 of 8<sup>th</sup> June 2001**

With reference to the provisions of Legislative Decree n° 231 of 8<sup>th</sup> June 2001 (hereinafter "Decree 231/01") on the administrative liability of corporate entities, with later amendments and additions, the Contractor declares:

- that it is familiar with the provisions of law regarding the administrative liability of companies and, in particular, with the provisions of the Decree 231/01;
- that it is familiar with the contents and the principles of the "Code of Ethics" and of the "Organizational Model" as adopted by the Customer and with the purposes pursued by such contents and principles.

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 the company, the board of directors and the management, and those who in fact manage and control the company, 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 leading to liability as contemplated by Decree 231/01.

It remains understood that violation of the above declarations and guarantees shall represent grave breach and that the Customer shall have the right to terminate the Contract pursuant to art. 1456 of the Italian civil code with responsibility for the same bearing on the Contractor, which latter shall be obliged to relieve of all liability and indemnify the Customer for all losses, damages, expenses, responsibilities and claims that may ensue from the aforesaid breach.

In any case, the Contractor, in the execution of its activity on behalf of the Customers, may not directly or indirectly offer or promise money or any other gain to public officials or those engaged to perform a public service or, in any case, to subjects who work in any way for the Public Administration, with the intention of influencing a deed or a decision relating to their office.

The Contractor must immediately inform the Customer if it is directly or indirectly requested by a representative, employee, collaborator or consultant of the Customer to adopt behavior that could lead to breach of the Code of Ethics/Organizational Model adopted by the Customer or, more in general, behavior that could lead to any of the criminal offences contemplated by the Decree 231/01.

Place and date:

Stamp and signature for acceptance:

**34. Specific approval as contemplated by arts. 1341 and following of the civil code**

The Supplier declares that it has read all the clauses of these GSCs and, as contemplated by arts. 1341 and following of the civil code, specifically approves the following articles: 3 (Purchase Order); 5 (Chronological Schedule); 6 (Environmental Protection and Health and Safety in the Workplace); 7 (Subcontracting/Sub-supplies); 8 (Transfer); 10 (Warehouse storage); 11 (Shipment); 12 (Transport of materials); 13 (Delivery); 15 (Insurance); 16 (Claims for defects and warranty); 17 (Transfer of risk); 18 (Usage rights); 20 (Confidentiality); 21 (Jurisdiction); 22 (Language of the Contract and applicable law); 24 (Withdrawal and rescission); 25 (Obligations and responsibilities of the Supplier); 27 (Contractual prices); 29 (Taxes and duties); 32 (Suspensions on the part of the Customer) and 33 (Lgs. Decree n° 231 of 8th June 2001).

Place and date:

Stamp and signature for acceptance:



