

GENERAL CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. FIELD OF APPLICATION

- 1.1. These General Terms and Conditions for the Supply of Goods and Services (hereinafter referred to as the General Terms and Conditions) shall apply to the contract concluded by means of the orders to which they are annexed and form an integral and substantive part.
- 1.2. In addition to the provisions set forth in these General Terms and Conditions, the supply of goods shall be governed by Legislative Decree 36/2023, the specific statutory and regulatory provisions in force at the time, the provisions of the Civil Code and complementary laws.
- 1.3. The following General Conditions are the only ones that govern the purchases and services performed by BService-Eng S.r.l. (hereinafter referred to as the Purchaser Company), with registered and operational headquarters in Caivano loc. Pascarola (NA) - 80023 - Zona Industriale Asi, Snc Lotto B with P.IVA number 08476861219. To this end, the Supplier hereby declares that it accepts the terms and conditions of this contract (BService-Eng S.r.l. and the Supplier, hereinafter jointly referred to as the Parties).
- 1.4. These General Conditions shall be deemed accepted by the Purchasing Company, even if they differ from any general or special purchasing conditions prepared by the Purchasing Company. The latter shall not bind the Supplier in any way unless expressly accepted in writing by the Supplier.
- 1.5. Should one or more provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining provisions of these General Terms and Conditions; any such invalid or unenforceable provisions may be replaced by new, valid and enforceable provisions, the content of which shall, as far as possible, be equivalent to that of the invalid or unenforceable provisions.
- 1.6. In the event of termination of the General Terms and Conditions, the Supplier shall in any case remain obliged until complete fulfilment of the obligations being performed.

2. ACCEPTANCE OF THE GENERAL CONDITIONS

- 2.1. Deliveries made to the Purchaser on the basis of the latter's Orders are made in accordance with these General Conditions, which are deemed to be accepted in full by the Supplier.
- 2.2. Any amendment to these General Terms and Conditions shall only be valid if it results from the Order in writing; any clause or general condition of sale inserted by the Supplier in invoices, or correspondence that contradicts or restricts these General Terms and Conditions shall not be considered valid unless expressly accepted in writing by the Purchaser.

- 2.3. Should one or more of the clauses contained in these General Terms and Conditions or in the Order be annulled or declared null and void or ineffective according to law, the validity of the remaining clauses shall remain unaffected.
- 2.4. The Order, the amendments thereto, the annexes thereto and these General Conditions constitute the entire and exclusive agreement between the Purchaser and the Supplier: consequently, no other verbal agreement modifying the content of the aforementioned documents is binding.

3. ORDERS

3.1. Acceptance of Orders

- 3.1.1. The Order shall be placed by means of the form issued by the Purchasing Company by fax and/or mail or by means of an electronic data transmission, which shall be considered as written communication.
- 3.1.2. All Orders shall contain: order number, price, terms of delivery, invoicing and payment terms.
- 3.1.3. The Supplier is obliged to confirm acceptance of the Order to the Purchaser within 8 (eight) days of its receipt, communicating this in writing in hard copy or electronically by returning a copy of the Order and attached documentation duly digitally signed. The contractual relationship shall be deemed established upon receipt by the Supplier of the countersigned order. Therefore, the Supplier may not commence any activities relating thereto until after receipt of the aforementioned order signed by both parties. If, on the other hand, a contract has been concluded following a tender/tender procedure, the contractual relationship shall be deemed established with the signing of the aforementioned contract and not with the receipt of the order, which shall be transmitted for management purposes. In any case, the Supplier shall be held liable for all consequences dependent on the delayed execution of the delivery and/or installation of the supply.
- 3.1.4. Quantities, dimensions or other parameters in the Supplier's offers or shared in the course of negotiations or discussions of any kind for the purpose of enabling prior analysis of the offer may not be used in any way by the Supplier to establish economic claims that are further and/or different from what was agreed and stipulated in the Order.
- 3.1.5. If the Supplier enters into multi-year agreements, an order shall be issued annually for the relevant calendar year, subject to the agreed multi-year conditions.

3.2. Modalities of service provision

- 3.2.1. The Supplier shall provide the Purchaser with the services indicated in the Order using its own facilities, computer equipment and personnel.
- 3.2.2. For the supply of services indicated in the Order, the Supplier may also be required to carry out activities at the offices of the Purchaser Company and/or the Purchaser

Company's Customers.

3.2.3. The Supplier's employees must possess the technical and professional skills necessary to perform the services and activities covered by the Order; the Purchaser reserves the right to request from the Supplier, in advance, the names, professional profile and specific skills of the employees who will be employed to perform the Order. The Supplier must notify the Purchaser in writing, before the start of the activity and in all cases of replacement of employees during the execution of the Order, of the identification data of each of the employees who will be employed, as well as any variations concerning the same.

3.2.4. The Purchasing Company reserves the right to request in writing (also by fax or e-mail) the replacement of the Supplier's employees who, in its opinion, lack the necessary technical skills or are responsible for misconduct and/or damaging behaviour towards the Purchasing Company or its Customers, or who have violated legal provisions, internal regulations or safety procedures of the Purchasing Company or its Customers. In such cases, the Supplier shall provide for immediate replacement. The replacement of employees, even in the event of force majeure, shall in no way entail extensions of the agreed terms. This is without prejudice to the Purchaser's right to compensation for any greater damage suffered.

3.3. Delivery of the supply and performance of services

3.3.1. Supplies must correspond to the description provided and comply with the relevant specification;

3.3.2. Supplies shall be deemed to be delivered 'Duty Paid' or 'DDP-Delivery Duty Paid, place of destination', unless otherwise specifically stated in the order or in the contract concluded following a tender procedure/tender.

3.3.3. Supplies shall be shipped with suitable packaging to ensure arrival at destination in perfect condition and shall travel at the full risk of the Supplier until their acceptance by the Purchaser at the agreed place of delivery.

3.3.4. Supplies delivered shall be accompanied by a suitable transport document (DDT) indicating the order number and the description of the goods as stated in the order, and in the event of the issue of an immediate invoice, a copy thereof.

3.3.5. The delivery dates and dates of performance of the activities are binding on the Supplier and shall be understood as the deadlines for the performance of the services requested in the order, in accordance with the delivery terms specified therein. Whenever the Supplier is in delay with the performance of the Service, the Supplier shall inform the Purchaser as soon as he becomes aware of the possible delay.

3.3.6. If the Supplier foresees difficulties that may hinder his ability to perform the Services, he shall promptly give the Purchasing Company indications of the potential impacts and the relevant recovery actions.

3.3.7. The Supplier undertakes to indemnify and hold harmless the Purchaser Company from any and all costs or damages or liabilities arising from any disputes that may arise either directly with the Supplier's employees, and those of any sub-suppliers, or with social security and/or welfare bodies or any other authority (such as, by way of example but not limited to judicial, administrative, tax authorities) for matters inherent in and/or connected with and/or in any way originating from the relationship with such employees or any accidents at work or damages in any way suffered by employees, as well as with regard to any damage caused by employees to property or persons, including any and all third parties, including cases of willful misconduct or gross negligence.

3.4. Conformity check, returns management and guarantee of good functioning

3.4.1. Acceptance of the supply or service shall take place only following the successful completion of the requested service, which shall be performed within 30 (thirty) natural and consecutive days from the date of its completion, even in the absence of the Supplier.

3.4.2. The goods to be supplied and the installation must comply with the indications specifically established in the Order by the Purchaser Company, with the latter reserving the right to carry out a quantitative and qualitative check on the goods to be supplied as well as a check on the correct installation of the same goods, the supply being understood to be definitively accepted only after the positive outcome of the checks by the Purchaser Company.

3.4.3. Supplies shall comply with all applicable regulatory requirements and international transport codes relating to the manufacture, labelling (including CE marking), packaging, storage, handling and delivery of any means of the same. If the Goods are or contain dangerous goods or chemicals, the Supplier shall diligently fulfil its obligations in this regard by promptly providing all SVHC documentation and Material Safety Data Sheets as required and are free of second-hand, counterfeit and/or reproduced parts.

3.4.4. Supplies or services that are defective or deviate from the order shall be deemed not to have been delivered. In this case, the Supplier shall be obliged, at its own care and expense, to take back the goods or repeat the service or eliminate any discrepancies found within the term that will be communicated to it and to implement any actions indicated in the aforementioned communication for the purpose of preserving the effectiveness of the contract itself.

3.4.5. In the event of a negative outcome of the conformity check, if the Supplier has already invoiced, the same shall issue a credit note on the basis of the indications provided by the Purchaser Company.

3.4.6. The Supplier guarantees the goods sold for a period of 24 (twenty-four) months, unless a longer period is indicated on the contract, from the date of acceptance by the

Purchasing Company.

3.5. Defects in the purchased goods

3.5.1. The goods supplied must comply with Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, implemented in Italy by Legislative Decree No. 17 of 27 January 2010, where applicable.

3.5.2. If the goods sold do not comply with the aforementioned directive, the Purchaser shall have the right to obtain termination of the contract.

3.5.3. Pursuant to Article 1490 of the Civil Code, the Supplier warrants that each good sold is free from defects that render it unfit for its intended use or appreciably diminish its value.

3.5.4. If this is not the case, the Purchaser shall have the right, at its own discretion, to terminate the contract or obtain a reduction in the price and/or elimination of the defects within a term not exceeding 15 (fifteen) natural and consecutive days from the date of the complaint to the Supplier.

3.5.5. In the event of termination of the contract, the Supplier shall return the price and reimburse the Purchaser the expenses and payments legitimately made for the sale, while the Purchaser shall return the goods, if they have not perished as a result of the defects.

3.5.6. Notwithstanding art. 1495 of the Civil Code, the Purchasing Company has the right to notify the Supplier of any defects discovered, within 15 (fifteen) natural and consecutive days from their discovery.

3.5.7. Pursuant to Article 1495 of the Civil Code, the Supplier shall in any case be obliged to compensate the Purchaser for damages resulting from the defects of the goods sold.

3.5.8. Except for any latent defects, the Company shall only be entitled to claim for defects in materials and workmanship before the expiry of the latest of the following terms:

- twenty-four (24) months from the date of delivery to the Company;
- twelve (12) months from acceptance of the Goods by the Company's customer (if applicable);
- any other terms set out in the Order.

3.6. Technical Documentation and Modifications

3.6.1. The description of the technical characteristics of the goods or services required by the Purchaser does not release the Supplier from his obligation to provide economically advantageous and technically defect-free solutions.

3.6.2. The Supplier shall promptly notify the Purchasing Company of any change or improvement in the supply or object of the service deemed necessary or appropriate for the proper fulfilment of the contract.

3.6.3. Additional supplies and/or services and/or changes made without the prior written authorisation of the Purchaser's competent bodies may not be invoked as a basis for any claim on the part of the Supplier.

4. NON-COMPETITION

4.1.1. During the supply of Services and for two years after its termination, the Supplier may not perform (directly and/or indirectly, including through participation in any way or form in companies and/or entities) the same activities performed for the Purchaser Company at the Purchaser Company's Customer; only and exclusively in relation to the activities with which the Supplier has been involved in supervision of the orders signed.

4.1.2. Breach of the non-competition obligation shall result in the automatic termination of the Order, as well as the Supplier's obligation to pay the Purchaser Company a penalty equal to 10% of the total agreed consideration, without prejudice to the Purchaser Company's right to compensation for further damages.

5. WORK AT THE PREMISES OF THE SUPPLIER OR PURCHASING COMPANY

- 5.1. The Supplier agrees (and will procure that third parties also agree) that any work carried out by or on its behalf at the Company's premises and any visits by its employees, agents and subcontractors to the Company's premises:
- are subject to the Company's specific procedures relating to work on the premises, in the version in force from time to time (copies available on request);
 - complies with all relevant laws on the subject, including Legislative Decree No. 81/2008, the 1999 Occupational Health and Safety Management Directives, Legislative Decree No. 152/06 (Environmental Consolidation Act) and amendments thereto;
 - complies with environmental obligations.
- 5.2. The obligations set out in 5.1 (b) and (c) also apply to the Supplier's premises (or those on which it operates and those of its subcontractor) in respect of work carried out on behalf of the Purchasing Company.
- 5.3. The Supplier shall permit the Company's authorised representatives, the Company's customers and/or supervisory authorities to enter its premises (or other relevant premises) at any time, to inspect its information systems and to access all technical information relevant to the proper performance of the Contract by the Supplier, including inspections and audits of the Goods and/or the performance of the Services, but such inspections and audits shall not constitute acceptance of the Goods and/or Services by the Company.
- 5.4. The Supplier and subcontractors shall observe and provide the Company with all health and safety documentation required by Legislative Decree No. 81/2008 or additional documentation requested by the Company.

5.5. The Supplier and subcontractors shall only access restricted areas and/or use the Company's machinery or tools with the Company's authorisation.

6. SUBFORNITATION

6.1. Unless otherwise agreed upon in writing between the Parties, the Supplier may not subcontract to third parties (even partially) the activities necessary for the provision of Services to the Purchaser Company.

7. HEALTH AND SAFETY RISKS

7.1. The performance of Services shall be carried out in compliance with all the safety requirements established by the laws in force as well as with the technical specifications of the Purchaser Company where indicated in the offer conditions, or in the other documents delivered to the Supplier together with the Offer Request or subsequently. The Supplier shall adopt all the necessary measures and precautions for the prevention of accidents in the workplace and to safeguard the safety of personnel in the manner provided for by the legislation in force on hygiene, health and safety in the workplace. In order to allow any appropriate checks to be carried out, the Supplier shall give the Purchaser Company formal notice of any accident/incident involving its personnel, within the calendar day of its occurrence, specifying the circumstances and causes, keeping the Purchaser Company informed of developments in the checks and investigations.

8. INSURANCE

8.1. For the entire duration of the Contract and for a further period of three years, the Supplier shall conclude an insurance contract with a leading insurance company covering third-party liability risks, and an insurance contract covering product liability risks, for an amount adequate to cover any liability that may arise under or in connection with the Contract, and, at the Company's request, submit a copy of the policy and/or certification of the insurance cover.

9. COMMUNICATIONS

9.1. Communications between the Parties shall be made in writing to the correspondence addresses and in the manner indicated in the Order. The Parties undertake to promptly notify any variations.

10. PRICE, TERMS OF PAYMENT AND INVOICING

10.1. Following a Request for Quotation by the Purchasing Company, the Supplier shall submit its Quotation formulating it according to the specific requirements of the Purchasing Company at the time of the issuance of each Request for Quotation. The Offer shall be duly completed with all the relevant data.

10.2. The Recipient Code to be used for the issue of the electronic invoice is: W7YVJK

10.3. The defined price of the Goods and Services is established, all-inclusive and not subject to increase for the entire time specified in the Order, unless otherwise expressly agreed between the Purchaser and the Supplier in the Order.

- 10.4. The invoice shall contain an indication of the purchase order number sent by the Purchasing Company. The latter shall be authorised to reject invoices indicating a date earlier than the date of the Order. In that case, such invoices shall be cancelled by the Supplier by issuing a credit note and replaced with invoices bearing the correct date.
- 10.5. The invoice shall also contain the following statement: 'The bank account is indicated, for the purpose of payment, to be made exclusively by bank transfer.' Payment shall be made by the Purchaser by bank transfer to the Supplier's bank account within the payment terms indicated in the Order. The Supplier is obliged to promptly notify the Purchaser Company of any changes in its personal and tax data, such as, by way of example only: P.IVA number, address, company name. Failure to communicate the aforementioned data shall result in the suspension of payment of the invoice containing data that is not up-to-date with respect to those communicated to the Purchasing Company. The Supplier shall indicate on each invoice the Tender Identification Code (C.I.G.) and the CUP where present.
- 10.6. Invoices received with the wrong P.IVA regime shall be reversed and remitted with the correct regime; payment terms shall be suspended until the correct accounting document is received. It is understood that the Purchaser shall not be held liable in any way for any delays in payment resulting from such substantial irregularities. The Supplier is not permitted to assign, either in whole or in part, to third parties the claims arising from the contract.

11. OBLIGATIONS ARISING FROM THE EMPLOYMENT RELATIONSHIP

- 11.1. The Supplier, for the performance of the subject matter of the contract, shall make use of suitably qualified and/or specialised personnel with whom it has an employment and/or collaboration relationship, in compliance with the regulations in force. The Supplier, with respect to the personnel employed, is obliged to comply with all obligations deriving from current legislative and regulatory provisions on labour, social security, insurance and accident regulations, assuming all related burdens; to apply normative and retributive conditions that are not inferior to those resulting from the collective labour contracts applicable to the category and in the places where the activities are carried out, as well as the conditions resulting from subsequent amendments and additions; to continue to apply the aforesaid collective labour agreements also after their expiry and until their replacement, for the entire period of validity of the contractual relationship; to comply with the obligations set forth in the collective labour agreements also in the event that the same does not adhere to the stipulating associations or withdraws from them to produce, at the request of the Purchaser within the term indicated by the same, all documentation proving fulfilment of the aforementioned obligations as well as, if requested, documentation relating to the reporting to the competent social security authorities of the personnel employed and a copy of the contributions, social security and insurance payments made.
- 11.2. Failure to fulfil the obligations set forth in point 6.1 gives the Purchaser the right to terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by means of written notice to be sent to the Supplier, and without prejudice to the

right of the same to claim compensation for damages.

12. PROHIBITION OF ASSIGNMENT OF THE CONTRACT

12.1. The Supplier is expressly forbidden to assign, for any reason whatsoever, the contract and/or receivables due and/or to grant, in any form whatsoever, power of attorney for collection. In the event of non-fulfilment by the Supplier of its obligations hereunder, without prejudice to its right to compensation for any damage, it shall have the right to declare the contract terminated, pursuant to Article 1456 of the Civil Code.

13. COMPLIANCE WITH REGULATIONS

13.1. The Supplier undertakes to comply with all legal regulations as well as the internal regulations of the Purchaser Company if, as part of the process of fulfilling the Order, it works on the Purchaser Company's premises or uses means owned by the Purchaser Company inside or outside the latter's premises; the Supplier, therefore, shall be held liable for all damage caused to persons, goods, plant or equipment, installations, processed, semi-finished or stored products, resulting from its own negligence or fault, by its sub-suppliers or their respective employees.

13.2. In the aforementioned cases, the Supplier releases the Purchaser from any liability and undertakes to indemnify the Purchaser for any damage suffered or expense incurred as a result of the aforementioned damage.

14. WITHDRAWAL AND TERMINATION

14.1. Without prejudice to the provisions of Articles 88 and 92 of Legislative Decree No. 159/2011, the Purchasing Company may terminate the contract at any time, in whole or in part, with a notice of at least 15 (fifteen) days, to be communicated to the Supplier by Certified email (PEC). Following termination, the Supplier shall cease all contractual services, ensuring that such termination does not result in any damage to the Purchasing Company. In the event of termination, the Supplier shall be entitled to payment for the services already performed, provided that they have been performed correctly and in a workmanlike manner, in accordance with the contractual consideration and conditions, plus one-tenth of the amount of the services not performed. This tenth shall be calculated on the difference between the amount of four-fifths of the price placed on the basis of the tender, less the bidding discount, and the net amount of the services performed.

14.2. In the event of default by the Supplier to even one of the obligations undertaken, and in any case in the event of failure to perform the contractual services in a workmanlike manner in compliance with the regulations in force and according to the conditions, methods, terms and prescriptions contained in this contract and its annexes that extends beyond the term, not less than 15 (fifteen) natural and consecutive days, which will be assigned by means of PEC/e-mail by the Purchasing Company pursuant to art. 1454 c.c, the latter has the right to terminate, in whole or in part, the contract, as well as to proceed against the Supplier, in addition to penalties, for compensation for damages.

14.3. The causes described below and all those expressly mentioned within the individual provisions of these General Conditions shall constitute grounds for termination of the

Order and of any contractual relationship between the Parties based on these General Conditions:

- Total or partial default of the Supplier;
- Failure to deliver and/or update, within the terms provided for by the regulations in force and at the relevant deadlines, the documents also related to any sub-suppliers;
- Delay in the delivery of the Services with respect to the agreed delivery time, if the Supplier is responsible for such delay;
- Lack of quality of the Services;
- Change in the Supplier's business name; Change in corporate structure or control, transformation merger, demerger or sale of the Supplier's business unit;
- Change in prices or other specific conditions relating to the Services.

14.4. In any case, it is understood that the Purchasing Company may terminate the contract by right pursuant to Article 1456 of the Italian Civil Code, in whole or in part. In addition, pursuant to Article 1353 of the Italian Civil Code, the contract shall be deemed terminated if any of the causes of exclusion referred to in Articles 94 and 95 of Legislative Decree 36/2023 and/or the existence of attempts of mafia infiltration (pursuant to Legislative Decree No. 159/2011 as amended by Legislative Decree No. 218/2012) is ascertained against the Supplier.

14.5. In the event of the dissolution of the contractual obligation under this article, the Supplier shall be entitled only to payment for the services performed in a workmanlike manner in accordance with the fees and conditions of the contract and renounces, as of now, any claim for damages, as well as any further compensation or indemnity and/or reimbursement of expenses, even in derogation of the provisions of Article 1671 of the Civil Code.

15. DAMAGES FROM SUPPLIER'S BREACH OF CONTRACT

15.1. In case of total or partial non-performance of any of the obligations arising from the Order, these General Conditions and/or any other document, which may supplement or replace them, the Supplier is obliged to compensate the Purchasing Company for all suffered damages.

16. PROCESSING OF PERSONAL DATA

16.1. Where the Supplier is based in a European Union country, the legal provisions on the protection of personal data shall apply. To this end, Purchaser acknowledges that it is informed, pursuant to, to the effects and for the purposes of Art. 13 and Art. 14 Regulation (EU) 2016/679 ("GDPR"), after reviewing the information for this purpose published by the Supplier on its website, that the "personal data" communicated and/or exchanged with the Supplier, including during pre-contractual information, will be subject to processing by the Supplier; moreover, it is understood that the Purchaser expressly consents to the processing of "personal data" availing himself of his rights according to what is expressed in art. 7 GDPR .

16.2. The Supplier is obliged to comply with the provisions of the Regulations and subsequent implementing rules, remaining solely responsible for all damages suffered by the

Purchasing Company as a result of failure to comply with the above provisions specifically directed to those responsible.

17. CONFIDENTIALITY

17.1. With respect to any information, data or knowledge, whether of a technical, scientific, commercial or any other nature including but not limited to: any document, drawing, diagram, technical specification, sample, experimental material, product, process or prototype provided by the Purchasing Company to the Supplier for the purpose of performing the service under the contract (“Confidential Information”), the Supplier acknowledges and recognizes that it is and shall remain Confidential Information owned by the Purchasing Company, and therefore agrees to:

- not disclose, transfer or otherwise make the Confidential Information available to third parties;
- use the Confidential Information only for the purpose of performing the services under the contract;
- copy, reproduce or duplicate the Confidential Information only to the extent necessary for the purpose of the performance of the service under the contract;
- immediately return or destroy, upon request of the Purchasing Company, any document or material containing or referring to the Confidential Information.

It is understood that information that was public at the time of disclosure to the Supplier or that becomes public at a later date for reasons not attributable to the Supplier shall not constitute Confidential Information.

17.2. The Supplier acknowledges that the obligation of confidentiality is effective for the entire duration of the contract, and operates without limitation even at a time after the termination of the relationship, until the Confidential Information has become public knowledge.

17.3. The Supplier also acknowledges that any undue use or unauthorized dissemination of Confidential Information may cause serious prejudice to the Purchasing Company. In the event of a breach of the confidentiality obligations assumed herein, therefore, the Purchasing Company reserves the right to terminate the contract in accordance with Article 1456 of the Italian Civil Code, as well as to pursue any useful remedy provided by law, including an action for damages and precautionary actions, to protect itself from the prejudice suffered.

17.4. The Supplier guarantees full compliance by itself and its employees and/or collaborators, with the rules and obligations set forth in the GDPR (European Regulation No. 679/2016) as well as the obligations arising from its eventual appointment as Data Processor.

18. INTELLECTUAL PROPERTY

18.1. The Supplier acknowledges and accepts that the Purchasing Company is the full and exclusive owner of all results generated by the Supplier in performance of the contract, such as inventions, industrial design, utility models, designs, know-how, software, trademarks, photographic works, images, designs, and any other results achieved in performance of the contract, as well as intellectual property rights relating to such results, including copyrights and related rights (hereinafter, “Results”).

- 18.2. The Supplier agrees to take all steps, if any, necessary to ensure the transfer and full ownership of the Results to the Purchasing Company. The Supplier acknowledges that the confidentiality obligation is effective for the duration of the contract.
- 18.3. As full and exclusive owner of the Results, the following rights and faculties shall vest exclusively in the Purchasing Company:
- All the faculties attributed to the owner by the Industrial Property Code, such as, but not limited to:
 - o The rights of a patrimonial nature over the Results, such as the right to apply for and obtain their patenting and any other form of protection - in Italy and abroad - provided for by current intellectual property legislation;
 - o The right to freely exploit and dispose of them, without limitation;
 - o The right to use the Results in any manner and form permitted by law;
 - In accordance with the provisions of Articles 13 et seq., Law No. 633 of April 22, 1941 - Protection of Copyright or Other Rights Related to its Exercise, the following exclusive rights:
 - o Reproduction of the Results, permanently or temporarily, in whole or in part, by any means or in any form;
 - o Distribution of the Results by any means and in any capacity;
 - o Processing, modification and transformation of the Results;
 - o Commercialization, rental and lending of the Results;
 - o Adaptation and recording of the Results in any medium, as well as reproduction, distribution, rental and lending of the Results so adapted or recorded;
 - o Performance and communication of the Results to the public through the use of any medium;
 - o Reproduction of plans and drawings of the Results.
- 18.4. The Supplier warrants that the use of the goods and services provided to the Purchasing Company shall not involve infringement of any third party's intellectual property rights, assuming the burden of prompt settlement of any claims of third parties assuming infringement of their patent rights, and in any event indemnify and hold harmless the Purchasing Company from any action or claim brought by such third parties.
- 18.5. Compliance with Legislative Decree 231/2001 of the Supplier is mandatory.
- 18.6. The Supplier declares that it has adopted company procedures and issued instructions to its employees and/or collaborators suitable to prevent the commission, even attempted, of the offenses in relation to which the sanctions provided for in Legislative Decree no. 231 of June 8, 2001 apply according to what is expressly indicated in the Organization, Management and Control Model adopted by the Purchasing Company and undertakes to keep them implemented for the entire duration of the contract.
- 18.7. The Parties expressly agree that non-compliance, even partial, failure to adopt and/or ineffective implementation of the aforementioned procedures/rules of conduct constitutes a

serious breach of contract, as a result of which the Purchasing Company is, as of now, reserved the right - after sending a Certified email (PEC) to the Supplier to:

- Suspend the execution of the contract (even where this is learned from press reports);
- Rescind the contract, without prejudice to the Supplier's obligation to indemnify any damage, however, suffered by the Purchasing Company and to hold it harmless for any action or claim of third parties resulting from non-compliance with this article.

19. MANAGEMENT OF ENVIRONMENTAL COMPLIANCE

19.1. The Supplier in order to fulfill its environmental obligations, in the performance of the provision of goods or services to the Purchasing Company, undertakes to comply with the provisions of Legislative Decree 152/2006 on the environment and waste disposal, as well as to take note of the organizational model, Code of Ethics and Environmental Policy of the Purchasing Company as adopted by the latter and found on the Purchasing Company website: www.bservice-eng.it

19.2. The Purchasing Company reserves, in any case, the right to request from the Supplier the appropriate documentation to prove compliance with the aforementioned environmental regulations.

19.3. Failure by the Supplier to comply with environmental obligations or any irregularities detected by the Purchasing Company pursuant to point 12.2 above, shall confer on the latter the right to terminate the contract pursuant to and for the purposes of Article 1456 of the Civil Code, by written notice to be sent to the Supplier, without prejudice to and without prejudice to the right to compensation for damages.

20. APPLICABLE LAW

20.1. For anything not expressly regulated herein, the Law of the Italian Republic shall apply.

21. JURISDICTION

21.1. Any dispute shall be subject to the exclusive jurisdiction of the court of the Purchasing Company, with the express exclusion of any other competing court or arbitration. In compliance with Article 1341 of the Civil Code et seq. the Supplier declares by his signature that he has carefully read all the above clauses referring to these “General Conditions for the Supply of Goods and Services”.

21.2. These General Conditions shall form an integral part of any order placed by the Purchasing Company and shall be deemed fully accepted by the Supplier with the acceptance or execution of the Order itself, without the need for any further explicit agreement. Any modification or deviation from these General Conditions shall be valid only if expressly agreed in writing between the Parties.

21.3. These General Conditions are drafted in Italian and English. In the event of any doubts of interpretation arising, the Italian language version shall prevail.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read, understood, and acknowledged by a separate signature

the following articulations (and subarticles thereof): **art. 1. FIELD OF APPLICATION**, **art. 2. ACCEPTANCE OF THE GENERAL CONDITIONS**, **art. 3. ORDERS**, **art. 4. NON-COMPETITION**, **art. 5. WORK AT THE PREMISES OF THE SUPPLIER OR PURCHASING COMPANY**, **art. 6. SUBFORNITATION**, **art. 7. HEALTH AND SAFETY RISKS**, **art. 8. INSURANCE**, **art. 9. COMMUNICATIONS**, **art. 10. PRICE, TERMS OF PAYMENT AND INVOICING**, **art. 11. OBLIGATIONS ARISING FROM THE EMPLOYMENT RELATIONSHIP**, **art. 12. PROHIBITION OF ASSIGNMENT OF THE CONTRACT**, **art. 13. COMPLIANCE WITH REGULATIONS**, **art. 14. WITHDRAWAL AND TERMINATION**, **art. 15. DAMAGES FROM SUPPLIER'S BREACH OF CONTRACT**, **art. 16. PROCESSING OF PERSONAL DATA**, **art. 17. CONFIDENTIALITY**, **art. 18. INTELLECTUAL PROPERTY**, **art. 19. MANAGEMENT OF ENVIRONMENTAL COMPLIANCE**, **art. 20. APPLICABLE LAW**, **art. 21. JURISDICTION**.

