



GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Scope of application

- 1.1 These general terms and conditions of purchase (hereinafter, the “**General Terms and Conditions**”) shall apply to all sales and/or supplies of goods and/or the provision of services made by the Supplier (as defined below) to Eusider (as defined below), as fulfilment of agreements executed in any form between the Supplier and Eusider, such as, for example, by agreement with simultaneous signature of the Parties (as defined below), by exchange of correspondence (“**Agreement(s)**”, as defined below), or by express or implicit confirmation of purchase orders (“**Purchase Order**”, as defined below) that may be issued from time to time by Eusider, or by its Affiliates (as defined below).
- 1.2 The General Terms and Conditions may be supplemented or amended by specific provisions of the [Purchase] Orders or the Agreements, it being understood that although the latter shall prevail over the content of the General Terms and Conditions, limited to the matters governed by the [Purchase] Orders or the Agreements, the force of such additions or amendments shall be limited to the specific [Purchase] Order or Agreement. These General Terms and Conditions shall prevail over any general or special terms and conditions of sale of the Supplier. Any amendment or addition to these General Terms and Conditions shall only be valid if specifically accepted by Eusider in writing. Therefore, the Supplier waives the application of any of its own general and special terms and conditions of sale which must, therefore, be considered ineffective between the Parties.
- 1.3 If the Purchase Orders or the Agreement only concern the purchase of Goods, the provisions of these General Terms and Conditions that make specific and exclusive reference to the Services shall not apply. Similarly, if the Purchase Orders only concern the performance of Services, the provisions of these General Terms and Conditions that make specific and exclusive reference to the Goods shall not apply.

2. Definitions

In the context of these General Terms and Conditions, the following terms shall have the meanings specified for each of them below:

- “**Supplier**” means the supplier of goods or services that approves and accepts these General Terms and Conditions by affixing its signature at the bottom thereof.
- “**Eusider**” means Eusider S.p.A., with registered office in Milan, Via Santa Sofia no. 28, tax identification code and registration number with Company Register 09928390153, VAT No. 12125010152, as well as any Affiliate of Eusider, as defined below.
- “**Affiliate**” means any legal person/entity directly or indirectly controlled by, controlling or under the joint control of Eusider, where control means (i) in the case of a company, the ownership of more than 50% of the voting shares of such company or, in the case of any other entity, the ownership of the majority of voting rights of such entity, or (ii) the power of a natural or legal person alone, or jointly with one or more persons or entities, directly or indirectly, to exercise a dominant influence over the management of the subsidiary, by virtue of its shareholding in the share capital, of contractual agreements or otherwise. Each Affiliate shall have the same rights and obligations as Eusider towards the Supplier under these General Terms and Conditions, and shall be entitled to exercise them against the Supplier. Any reference to Eusider contained in these General Terms and Conditions shall be understood as a reference also to its Affiliates.
- “**Confidential Information**” means, jointly, (i) the Technical Specifications, (ii) any other information, commercial or otherwise, relating to Eusider, its materials, products, processes, services and activities, provided, in any form, by and/or on behalf of Eusider to the Supplier, and/or of which the Supplier has become aware in connection with the performance of the Agreements, (iii) the Deliverables, and (iv) any note, study or other document prepared by the Supplier containing or otherwise reflecting the Technical Specifications, the information referred to in point (ii) and the Deliverables.
- “**Good(s)**” means all materials, machines, products or any movable, goods sold, whether tangible or intangible, sold by the Supplier to Eusider, as expressly specified in the Purchase Orders or the Agreements.
- “**Agreement(s)**” means both (i) the specific agreements executed from time to time between Eusider and the Supplier, containing (i.A) the acceptance of a Purchase Order by the Supplier pursuant to Clause 3.2, or (i.B) the issuance of a Purchase Order following a Supplier’s Contractual Proposal pursuant to Clause 3.3; and (ii) the specific written agreements, executed by exchange of correspondence, governing terms and conditions of supply of certain Goods or Services.
- “**Contractual Proposals**” means any proposal for the sale of Goods or the performance of Services submitted in writing by the Supplier to Eusider.
- “**Services**” means the manual and/or intellectual work services provided by the Supplier to Eusider pursuant to the Agreements.
- “**Technical Specifications**” means any type of technical and/or functional and/or quality specifications concerning the Goods or the methods of providing the Services, including, without limitation, drawings, models, samples, prototypes, methods, measuring instruments, films, digital videos, photographs, renderings, as notified from time to time in writing by Eusider to the Supplier, or confirmed in writing by Eusider, that the Good or Service must possess.
- “**Purchase Orders**” means the requests for the purchase of Goods or the supply of Services issued by Eusider to the Supplier, having the requirements of form and content set out under Clause 3.1.
- “**Deliverables**” means all results of creative and inventive activity conceived, implemented or developed by the Supplier as

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performance or as a result of the Services, including projects, inventions, knowledge, data, results, information of any kind, methods, specifications, know-how, software, photos or videos, solutions, products or moulds, deliverables conceived, implemented or developed by the Supplier as performance of the [Purchase] Order(s) or the Agreement(s).

- “Parties” means, jointly, Eusider and the Supplier.
- “Defect Rate” means the ratio expressed as a percentage between the number of defective or non-compliant Goods, pursuant to Clause 6, and the total number of Goods delivered by the Supplier to Eusider, as performance of the Purchase Order to which the defective or non-compliant Goods refer.
- “Warranty Period” has the meaning set out under Clause 6.1

3. Issuance of Purchase Orders:

3.1 Purchase Orders shall be issued in writing, and contain at least the following elements:

- Goods and/or Services subject to the individual Purchase Order;
- quantity, features and terms of delivery of the Goods or Services;
- prices, terms and payment methods;
- any special terms and conditions of purchase, also in derogation of these General Terms and Conditions.

3.2 The Purchase Order(s) shall become binding on the Parties once the Supplier has accepted them by written notice within the acceptance deadline specified by Eusider in the Purchase Order or, failing that, within five days from receipt of the Purchase Order. The Purchase Orders shall be considered accepted and shall become binding on the Parties including in the event that the Supplier does not send Eusider an express written notice of rejection within the acceptance deadline specified by Eusider in the Purchase Order or, failing that, within five days from receipt of the Purchase Order, it being understood that Eusider reserves the right to revoke the Purchase Orders until the Supplier returns to Eusider the order confirmation duly countersigned for acceptance of all the terms and conditions envisaged thereby within the acceptance deadline specified by Eusider in the Purchase Order or, failing that, within five days from receipt of the Purchase Order.

By accepting the [Purchase] Order, the Supplier undertakes to supply the Good and/or Service in accordance with the Technical Specifications referred to therein.

Before starting the supply of the Good or the provision of the Service, the Supplier must report any need for variation with respect to the requirements of the Technical Specifications. In this case, supplies and/or Services may only start after Eusider has accepted in writing the variations proposed by the Supplier.

3.3 If a Purchase Order is issued following the submission of a Contractual Proposal by the Supplier, that Order shall become immediately binding on the Parties upon receipt thereof by the Supplier, without the need for further approval by the latter, provided that such Purchase Order expressly refers to such Contractual Proposal. In this case, the Purchase Order shall be considered tacitly accepted by the Supplier.

3.4 For the purposes of these General Terms and Conditions, any notices exchanged between the Parties by letter, e-mail or any other form of written business correspondence shall be deemed to be made in writing.

3.5 The sale of Goods or the provision of Services shall be governed by the provisions contained in the General Terms and Conditions, in the Technical Specifications, in the Purchase Orders and in any documents referred to in the Purchase Orders, including the Contractual Proposals. In case of conflict or discrepancy between the Contractual Proposals and the Purchase Orders or the General Terms and Conditions, the content of the General Terms and Conditions and Purchase Orders shall prevail.

3.6 These General Terms and Conditions do not entail any commitment for Eusider to issue a minimum or predetermined number of Purchase Orders.

3.7 Eusider shall have the right to withdraw from the Agreements at any time, including in derogation from Article 1373, paragraph 1 of the Italian Civil Code, if, at its sole discretion, it considers that the Supplier’s technical suitability to regularly supply Goods or Services has ceased or if, again at its sole discretion, it considers that the Supplier is in a state of economic difficulty such as to jeopardise the regular performance of the supply of Goods or Services, and also when legal actions for the recovery of claims or enforcement proceedings are brought against it, or the Supplier itself is in a state of insolvency or has been admitted to any insolvency, liquidation or composition with creditors proceedings.

3.8 The Supplier may not assign the Agreement(s), the [Purchase] Order(s) and the receivables deriving therefrom, nor may it give mandates for the collection thereof. However, Eusider and the Affiliates may assign the Agreement(s), the [Purchase] Order(s) and the claims arising therefrom. Any amendment or supplement to the Agreements and [Purchase] Orders shall be in writing under penalty of nullity, and shall be limited to the specific case for which it is agreed.

3.9 If a Purchase Order or the documents referred to therein provide for the performance of Services according to a work plan structured by stages or milestones, to which the delivery of specific results is linked, Eusider shall decide, at the end of each stage, whether or not to proceed with the subsequent stages. The Supplier shall carry out the subsequent stages, and Eusider shall pay the relevant fee, only upon Eusider’s written authorisation to proceed with the next stage.

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4. Delivery and Performance Procedures

- 4.1 For the purpose of verifying compliance with the delivery terms and the transfer of risk for total or partial damage or loss of the Goods from the Supplier to Eusider, deliveries must be made in compliance with the conditions provided by the applicable "Incoterms" specified in the Purchase Orders. Failing this, delivery will be "delivery duty paid" (DDP – INCOTERMS 2010). Goods must be transported with every care necessary to preserve them from damage.
- 4.2 The Supplier shall promptly comply with the terms and procedures for delivery of the Goods and performance of the Services specified in the Purchase Orders (to be considered essential in Eusider's interest). Eusider may refuse Goods or Services received before the agreed deadline, or charge the Supplier for storage costs and financial charges relating to the early delivery period.
- 4.3 The Supplier shall ensure that the quantity of Goods delivered corresponds to that stated in the Purchase Orders. Eusider may request that the Supplier collect the quantities in excess of goods ordered, with the right to return them directly at the Supplier's expense and risk, and to charge the Supplier for the financial costs resulting from any payment already made and the storage costs if the latter does not do so immediately.
- 4.4 In case of delay in the delivery of the Goods or in the performance of the Services, or in case of incomplete delivery or performance, Eusider shall have the right to: (a) set an additional deadline for the Supplier to deliver the Goods or perform the Services, or (b) notify the Supplier of the termination of the relevant Agreement for breach, and request the return of any amount already paid.
- 4.5 If a further deadline to deliver the Goods or perform the Services pursuant to Clause 4.4(a) is set, this does not preclude Eusider from the right to exercise the remedies referred to in Clauses 4.6(ii) and 4.6(iii) if the Supplier does not comply with the further deadline set by Eusider pursuant to Clause 4.4(a).
- 4.6 In addition to the remedies under Clause 4.4, in any case of delayed, failed, incomplete or non-compliant delivery of Goods or performance of Services, Eusider may exercise of the following rights: (i) suspend payments due to the Supplier in relation to delayed, failed, incomplete or non-compliant delivery or performance; (ii) request delivery of goods by air at the Supplier's expense; (iii) apply liquidated damages for delay, equal to five per cent (5%) of the agreed consideration for the Goods or Services for each week of delay up to the date of delivery of the Goods or performance of the Services, without prejudice to compensation for further damage; (iv) claim compensation for any further damage caused directly or indirectly by the delayed, failed, incomplete or non-compliant delivery of the Goods or performance of the Services, including, without limitation, damages for failed manufacture, loss of profit and any additional costs incurred by Eusider to purchase the Goods or Services from other suppliers as a result of the Supplier's breach.
- 4.7 The remedies provided for in this Clause 4 are in addition to, and not in lieu of, the other remedies provided for by applicable law in favour of Eusider, such as the right to bring an action for performance.
- 4.8 With reasonable notice, Eusider shall have the right to access the Supplier's premises to verify the regular fulfilment of the provisions of the General Terms and Conditions, the Technical Specifications and the Purchase Orders.

5. Prices and Payments

- 5.1 The amount of the price for the Goods and/or Services supplied shall be specified in the Purchase Orders or established in separate written agreements between the Parties. The prices specified in the Purchase Orders accepted pursuant to Clause 3.2 shall be fixed and not subject to revision or adjustment. Similarly, once agreed for a specified period, prices will be fixed and not subject to revision or adjustment for the agreed period.
- 5.2 The price established pursuant to Clause 5.1 is all-inclusive. Therefore, additional costs and expenses will be paid to the Supplier only if previously authorised by Eusider in writing, and following submission of written documentation.
- 5.3 Unless otherwise agreed, prices are understood as "delivery duty paid" (DDP – INCOTERMS 2010), and include the packaging necessary to ensure that the product be undamaged. Value Added Tax (VAT) is excluded, unless otherwise specified.
- 5.4 Terms and payment procedures shall be specified in Purchase Orders or established in separate written agreements between the Parties. In the absence of the above, payment shall be made by bank transfer within one hundred and twenty (120) days from the end of the month when the invoice and a copy of the bill of lading (where applicable) are received. In any event, payment shall be conditional upon delivery to Eusider of the goods and/or the original bill of lading (where applicable).

6. Quality Warranties for Goods

- 6.1 The Supplier warrants that, at the time of delivery and throughout the Warranty Period, the Goods will be:
- compliant with the applicable legislation and the best safety standards;
 - compliant with the provisions of the General Terms and Conditions, the Purchase Orders and the Technical Specifications;
 - free from design, manufacture or storage defects;
 - compatible with any parts that may be assembled or mounted on the Goods in accordance with the Technical Specifications or other information provided by Eusider;
 - suitable for the use for which they are usually intended, or for the different uses intended by Eusider, if they have been brought to the attention of, and accepted by, the Supplier;
 - compliant with the features and quality of the specimens presented by the Supplier as samples or models.
- The Supplier's warranty provided for by Clause 6.1 shall commence from the date of delivery of the Goods to Eusider and shall have a 12-month term, unless otherwise agreed in writing between the Parties (the "Warranty Period").
- 6.2 If the Goods fall within the scope of REACH Regulation 1907/2006, the Supplier also warrants that the Goods:
- a. are provided in full compliance with the pre-registration/registration requirements of REACH Regulation

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- 1907/2006;
- b. are provided with the relevant safety sheet and label in Italian, and updated according to legal provisions;
- c. do not contain substances included in the SVHC candidate list (in conc. > 0.1%), the presence of which has not been appropriately reported;
- d. are provided in full compliance with the specific restriction conditions set out in Annex XVII of the REACH Regulation.

The Supplier's warranty provided for by Clause 6.2 shall commence from the date of delivery of the Goods to Eusider and shall remain in force for the period agreed in writing between the Parties, or, in the absence of such agreement, until the date of expiration of the Goods, or, if there is no expiration date, for the entire useful life of the product.

- 6.3 In case of defect or non-compliance of the Goods with the warranties provided for by Clauses 6.1 and 6.2, Eusider shall be entitled, at its discretion, to exercise the following remedies: (i) request the elimination of defects or non-conformities, or the replacement of the non-compliant Goods or of the entire batch to which they belong, at the Supplier's expense within a deadline set by Eusider; (ii) request a reasonable reduction in the price of the non-compliant Goods or of the batch where the non-compliant Goods have been found; (iii) notify the termination for breach of the Agreement relating to the non-compliant Goods or to the Goods in the batch where the non-compliant Goods have been found, refuse payment of the purchase price and request the return of any amounts already paid by Eusider in respect of the defective or non-compliant Goods.
- 6.4 The fact that the elimination of the non-compliance has been requested in accordance with Clause 6.3(i) does not preclude Eusider from exercising the rights provided for in Clauses 6.3(ii) and 6.3(iii) if the Supplier fails to remove the defects or replace the defective Goods within the deadline set by Eusider.
- 6.5 In any case, in addition to the remedies provided by Clause 6.3, in the event of non-compliance of the Goods with the warranties provided for by Clauses 6.1 and 6.2, Eusider shall be entitled to:
- a) suspend payments due to the Supplier in respect of non-compliant Goods/batch(es) where the non-compliant Goods have been found;
 - b) if the Defect Rate is higher than 3%, apply liquidated damages equal to ten percent (10%) of the aggregate price of the Goods delivered by the Supplier to Eusider as performance of the Purchase Order to which the defective Goods refer, without prejudice to compensation for further damage;
 - c) demand compensation for any further direct and indirect damage resulting from the defect or non-compliance of the Goods.
- 6.6 In the event that the Goods already placed on the market prove to be defective, non-compliant with Technical Specifications or otherwise dangerous, the Supplier undertakes to cooperate with any recall or withdrawal campaign of the Goods from the market that Eusider, or Eusider customers, may implement and to reimburse Eusider for the costs of the recall campaign, including the cost of hours/work of Eusider personnel and external consultants used for the recall campaign.

7. Intellectual Property and Administrative Authorisations

- 7.1 The Supplier represents and warrants:
- that the Goods, their components and accessories, and the Deliverables do not constitute an infringement of patents, trademarks, models, copyrights or other intellectual and industrial property rights of third parties;
 - to be fully entitled to transfer to Eusider the full right to use, incorporate and market the Goods, and to use and reproduce the Deliverables.
- 7.2 If an application by a third party or an investigation or decision of a judicial or administrative authority establish, ascertain or entail the non-existence of the requirements of Clause 7.1, including on a provisional or interim basis, or concern or entail the impossibility of using the Deliverables or marketing the Goods or any products in which the Goods or Deliverables are incorporated, as a result of the non-existence of the requirements under Clause 7.1, in addition to the remedies provided for by Clause 8, Eusider shall have the right, pursuant to Article 1456 of the Italian Civil Code, to terminate the Agreements relating to the Goods or Deliverables to which the breach of warranty is attributable.
- 7.3 The Supplier exclusively assigns to Eusider all intellectual property rights on the Deliverables, whether or not protected by patent, copyright or other forms of intellectual property, globally and for an indefinite term. The consideration agreed upon for the performance of the Services is intended to include the consideration for the assignment of intellectual property rights on the Deliverables.
- 7.4 The Supplier acknowledges that neither these General Terms and Conditions nor the Agreements entail in any way a transfer or licensing to the Supplier of Eusider's intellectual property rights.

8. Compensation and Indemnification

- 8.1 The Supplier undertakes to compensate, indemnify and hold Eusider harmless against any direct or indirect damage, cost, expense or liability, including those arising from third-party claims, which are a direct or indirect consequence of:
- a) breach of the warranties provided for in Clauses 6.1, 6.2 or 7.1;
 - b) breach of the Supplier's obligations under Clause 9;
 - c) defence against claims by third parties which, if considered well-founded, would lead to the breach of the Supplier's warranties and obligations under Clauses 6.1, 6.2 or 7.1 or 9;
 - d) any other breach of the Agreements, the Technical Specifications and the General Terms and Conditions.

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- 8.2 The Supplier shall indemnify and hold Eusider harmless, without limitation, from any product liability that may arise for Eusider as a result of defects of the Goods.
- 8.3 The obligation to pay compensation and indemnification referred hereto shall not be subject to the time limit set by the Warranty Period.

9. Supplier's Obligations

9.1 During the performance of the Services and/or in the manufacture of the Goods, the Supplier undertakes to scrupulously comply with all applicable laws and regulations, and specifically undertakes to:

- assume all responsibilities related to the Services or the manufacture of the Goods entrusted to it, and it ensures it deploys specialised employees, suitably competent for the task at hand;
- implement all technical, organisational and equipment measures provided for or prescribed by applicable accident-prevention regulations, for the workplace safety and health of its own technicians and workers, and also for the safety of persons and of installations and property of Eusider and of third parties in compliance with applicable legislation;
- maintain in force throughout the entire term of the [Purchase] Order(s) and/or the Agreement(s) the insurance policies, a copy of which the Supplier has given to Eusider, and those that may be taken out upon Eusider's request;
- report any amendments of information provided to Eusider in relation to the ownership of its company, the shareholding structure of the Supplier and its company organisation;
- guarantee that the personnel whom it deploys to perform Services and/or manufacture the Goods (i) are, and shall be, compliant with applicable legal and regulatory provisions on wages, contributions, taxes, social security, welfare and insurance, and also compliant with all legislative and regulatory provisions in force governing employment relationships (laws, including immigration laws, regulations and National Collective Bargaining Agreements (CCNL)/collective bargaining agreements), quasi self-employment or independent contractor work, and (ii) shall be qualified for the work to be performed;
- appoint its own contact person for its dealings with Eusider, who shall be available throughout the entire term of the contractual relationship with Eusider, and whose name shall be communicated in writing prior to the commencement of the Agreement.

9.2 In the performance of the Services and/or in the manufacture of the Goods, the Supplier shall comply with the following obligations:

- regularly pay its staff and scrupulously apply the applicable employment and collective bargaining agreements, as well as promptly fulfil its social security and welfare obligations in accordance with applicable law;
- scrupulously apply the legislation on workplace safety, health, environment, as well as the provisions of Eusider's Code of Ethics attached to these General Terms and Conditions (Annex 1), which forms an integral and substantial part hereof, ensuring (i) compliance with the Code of Ethics, (ii) the adoption of action plans on prevention, and (iii) the contractual commitment to ask its partners in turn equivalent contractual warranties to the extent that their activities fall within the Supplier's chain of activities;
- refrain from taking any action that could lead to a breach of any law, domestic or foreign, on anti-corruption, of a public or private nature, competition, environment, labour, human rights and safety in the work place. The Supplier shall also adopt an appropriate control system in order to prevent such breaches;
- be responsible for obtaining, paying for and maintaining in force all licences, authorisations, permits and approvals of any authority, which are or may be necessary in connection with the management of its business activity;
- provide Eusider with the acceptance of each Purchase Order and, if the performance of Services or the supply of Goods is for a period of at least three months, subsequently, on a quarterly basis, the certification proving the payment of social security contributions to employees and/or independent contractors who will provide their work for the performance of the Purchase Order (Single Social Security Compliance Certificate - DURC), as well as the documents proving the registration to the Italian Authority for Insurance against Accidents in the Workplace (INAIL) and the relevant premium payments;
- ensure that its employees and/or independent contractors who will carry out their work under this agreement scrupulously comply with the legislation on workplace safety (especially, Legislative Decree No. 81/08);
- regularly pay withholding taxes on labour income related to the personnel used for the performance of the Services, as well as VAT and all direct and indirect taxes related to the Services.

9.3 If it is required to provide one or more Services at Eusider plants, laboratories, warehouses or offices, the Supplier undertakes to:

- ensure that its employees comply with Eusider's company regulations and safety procedures;
- comply with all existing precautions and prohibitions to prevent fire hazards;
- assume sole responsibility for claims and damages of any nature, directly or indirectly caused by its employees and activities to Eusider's employees or property in general, expressly indemnifying and holding Eusider harmless against any and all liability, costs, charges or third-party claims in this respect.
- promptly notify Eusider in writing, and in any case within five (5) days from the moment it becomes aware, of any disputes/irregularities in contribution matters, as well as of any dispute, including only threatened, in relation to claims aimed at obtaining or presupposing the acknowledgement of employment or any other relationship on the part of Eusider, carried out by employees (or other personnel also under contracts of a different nature) of the Supplier or their heirs and/or assigns and/or third parties;
- promptly notify Eusider, and in any case within five (5) days of receipt, of any assessment or complaint for omitted/irregular contributions of which the Supplier should be the recipient.

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The lifting and handling equipment, and, more generally, all the equipment the Supplier needs for the provision of the Service shall be made available at the Supplier's expense, which guarantees its full suitability for the use for which they are intended.

Throughout the entire term of the activity and/or the [Purchase] Order(s) or the Agreement(s), this equipment shall be fully compliant with the regulations in force.

The Supplier is expressly forbidden from using vehicles and/or equipment owned by Eusider.

- 9.4 As a condition for the payment of the fees due to the Supplier, the same will be required, upon Eusider's request, to provide documentary evidence of the fulfilment of the obligations referred to in Clause 9.2, and to allow any inspection or access by Eusider on its premises.

10. Termination for Breach

- 10.1 Eusider may at any time notify the termination of the Agreements pursuant to Article 1456 of the Italian Civil Code, by written notice to the Supplier and with effect from the date that Eusider will specify in the same notice, if one of the following cases occurs attributable to or against the Supplier:

- (a) liquidation or submission to any insolvency procedure;
- (b) attachment, seizure or protest, or submission to interim measures;
- (c) non-performance of the obligations of confidentiality and limitation of use referred to in Clauses 11.3 and 11.4;
- (d) association with or submission to any form of control, even indirectly, by a competitor of Eusider;
- (e) non-performance of the obligations set out in Clause 9, including non-compliance with the Code of Ethics;
- (f) non-performance of the obligations set out in Clause 3.8 (non-transferability and prohibition of mandates for collection);
- (j) conduct which is seriously detrimental to the reputation and goodwill of Eusider or its products;
- (k) non-performance of legal obligations concerning remuneration, from both a regulatory and economic standpoint, as well as in terms of social security, welfare and insurance, of its employees;
- (l) non-performance of contractual obligations due to force majeure for a continuous period of more than 15 working days.

- 10.2 Eusider may also terminate each [Purchase] Order and/or Agreement by written notice sent thirty (30) days in advance to the Supplier, if an unforeseeable event occurs that makes the performance of a [Purchase] Order or Agreement significantly more expensive for Eusider.

- 10.3 The termination hereunder, and in any other instance, shall not affect the Supplier's obligations referred to in Clause 2 (confidentiality), which shall survive the aforementioned termination.

- 10.4 Termination of the contractual relationship shall take effect only in respect of supplies not yet carried out on the date of termination.

11. Confidentiality

- 11.1 The Supplier acknowledges that Eusider is the owner of the Confidential Information and the owner of all related intellectual property rights.

- 11.2 The Supplier shall:

- keep Confidential Information secret and not disclose it to any third party;
- implement all measures and precautions reasonably necessary and appropriate to prevent the unauthorised disclosure and use of Confidential Information;
- at the end of the supply, or also earlier upon Eusider's request, immediately return all documents containing Confidential Information and destroy any hard copy or other media;
- use the Confidential Information only as necessary for the performance of the Agreements;
- not reproduce or copy Confidential information, except within the limits expressly authorised by Eusider;
- not patent or register as a trademark, design or model any information or data contained in the Confidential Information;
- limit the dissemination of Confidential Information within its organisation to employees on a need-to-know basis;
- inform employees within its organisation who receive Confidential Information of the confidentiality undertakings relating to it;
- not develop for third parties and/or supply to third parties, for any reason, directly or indirectly, products made using Confidential Information;
- require and ensure compliance with the obligations hereunder on any third party to whom the Supplier must disclose Confidential Information in the context of the performance of the Agreements, it being understood that the Supplier shall be liable towards Eusider for any breach of the obligations referred to in this Clause 11 with respect to Confidential Information committed by said third party.

- 11.3 Neither these General Terms and Conditions nor the disclosure of Confidential Information provided herein shall be construed as a source for the Supplier of rights to patent licensing, patent applications or any other industrial property right on information and data included in the Confidential Information.

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12. Insurance

- 12.1 Without prejudice to the Supplier's liability towards Eusider, the Supplier undertakes to sign and maintain in force, throughout the term of the commercial relations between the Parties, an adequate insurance policy to cover the civil liability deriving from the sale of the Goods or performance of the Services, with a limit of liability proportionate to the value of the Goods or Services and to the damage that may be caused to Eusider and/or third parties by the Goods or Services.
- 12.2 Upon Eusider's request, the Supplier shall make available a copy of the insurance policy referred to in Clause 12.1, and the certificate of payment of the relevant premium.

13. Compliance

- 13.1 Eusider is a company that operates in compliance with its own Code of Ethics (available at https://www.eusider.com/wp-content/uploads/2024/01/Eusider_Code-Etico_30032023.pdf) and that, in compliance with the best principles of corporate governance and Compliance, has adopted an Organisation, Management and Control Model in accordance with Legislative Decree No. 231 of 8 June 2001, as subsequently amended and supplemented (available at https://www.eusider.com/wp-content/uploads/2024/01/Model-231-Eusider_Update-29112023.pdf) and/or both available on Eusider's institutional website (www.eusider.com). The internal channel dedicated to reporting potential violations and/or offences related to Legislative Decree No. 231/01 is active, at the following link <https://tip-off.it/eusiderspa#nbb>, and the whistleblowing procedure is accessible at the link <https://www.eusider.com/wp-content/uploads/2024/04/Procedura-Whistleblowing-Eusider.pdf>
- 13.2 Eusider intends to cooperate and have business relationships only with companies whose action is inspired by principles similar to those set out in its Code of Ethics. Given the relevance that Eusider attaches to business ethics, social responsibility and compliance with regulations, the Supplier, in the performance of its activities, undertakes to comply with the principles contained in the Code of Ethics and in the other codes of conduct and policies issued from time to time, and available on the Eusider website, and in general with the transparency, fairness and loyalty values.
- 13.3 Eusider has the right, as a precautionary measure, to suspend and/or terminate the Agreement with immediate effect if the Supplier does not comply with the conduct principles mentioned, and/or its actions represent relevant conduct pursuant to Legislative Decree No. 231 of 8 June 2001, as subsequently amended and supplemented, and/or are contrary to the principles established in the Code of Ethics. Such termination shall not affect the Parties' obligations arising prior to the termination date, without prejudice, however, to Eusider's right to compensation for any damage caused by the Supplier's conduct, as well as Eusider's right to be indemnified and held harmless against any third-party action or claim arising out of such conduct. Eusider may request the Supplier, from time to time, to certify in writing its compliance with the provisions of this Article 13.

14. Applicable Law and Jurisdiction

- 14.1 The General Terms and Conditions and the Agreements are governed by Italian law.
- 14.2 Any dispute that arises between the Parties and that is not resolved amicably shall be submitted to the exclusive jurisdiction of the Court of Milan.
- 14.3 Eusider, at its discretion, shall have the right to waive the exclusive jurisdiction referred to in Clause 14.2 and to commence proceedings in the court where the defendant has the address for service, or at any other competent court based on the ordinary jurisdiction allocation criteria.

15. Force Majeure

- 15.1 A party's failure to perform its obligations shall not constitute a breach of these General Terms and Conditions or the Agreements if the party is prevented by objective circumstances occurring outside its control, such as, for example, war, fires, floods, general strikes, lockouts, embargoes, orders by the Public Authority, impossibility of obtaining raw materials or energy for manufacturing.
- 15.2 In no case shall the delays or failures of the Supplier's sub-suppliers be considered beyond the Supplier's control pursuant to the previous paragraph.
- 15.3 The Supplier shall perform the Agreements under full managerial and organisational autonomy. Under no circumstances may the General Terms and Conditions or the Purchase Orders give rise to a partnership or company relationship, nor will they grant the Supplier any power of representation on behalf of Eusider.

16. Personal Data Processing

- 16.1 For the purposes of this Agreement, the Parties acknowledge that Eusider, as a person providing any personal data necessary for the performance of the services, operates as Data Controller pursuant to Regulation (EU) 2016/679. For all activities involving the processing of personal data carried out by the Supplier for its own purposes (e.g. related to its internal organisation, administrative accounting management, systems security or other legal requirements), the Supplier operates as an independent Data Controller, assuming all responsibility regarding the lawfulness, correctness and security of the processing carried out. If, for specific activities covered by this agreement, the Supplier must process personal data on behalf of Eusider and according to its documented instructions, the Parties agree that the Supplier shall take on the role of Data Processor pursuant to Article 28 of Regulation (EU) 2016/679. In relation to the personal data processed during the performance of the Agreement, the Parties undertake to comply with the obligations provided for by the applicable data protection legislation, including the application of all necessary security measures suitable to ensure the protection of personal data.
- 16.2 For the sole purpose of managing the contractual relationship of supply/purchase, Eusider uses data concerning the Supplier, the

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collection of which, although not mandatory, is necessary for the performance of the Agreements. These data are collected in paper and computer files managed by Eusider, and processed as strictly necessary for the specified purposes. More specifically, these data are (without limitation): company name, registered office, VAT number, tax code, etc. These data shall only be transmitted to those involved in the Eusider business process, who process them in compliance with specific legal obligations.

16.3 As to the processing of personal data of the Supplier's personnel carried out by Eusider under the Agreement, the Supplier undertakes to inform its personnel that: (i) Eusider, in its capacity as Data Controller, shall process personal data relating to the Supplier's personnel (e.g. name and business contact details), and received by the latter, by virtue of the performance of the Agreement, so that Eusider fulfils its obligations under the Agreement and the commercial relationship with the Supplier; (ii) the provision of such personal data is an essential condition for the performance of the Agreement, and any failure to provide such data could be tantamount to the Supplier failing to perform the Agreement and properly fulfil its obligations.

16.4 At any time, the data subject may exercise the rights provided for in Articles 15 to 22 of Regulation (EU) 2016/679 (such as: right of access, right to rectification, right to erasure, right to object to processing, right to restriction of processing, right to data portability, right not to be subject to automated decisions, right to lodge a complaint with a supervisory authority), by writing to Eusider: please refer to the full privacy notice available at <https://www.eusider.com/declaration-on-privacy-ue/>

17. Acceptance of the General Terms and Conditions.

17.1 These General Terms and Conditions shall be in force for five years from the date when both Parties signed them. Upon expiry, the General Terms and Conditions shall be tacitly renewed for further periods of one year, unless one of the parties sends the other a written notice of cancellation at least six months prior to the original or extended expiry date. These General Terms and Conditions also apply to sales of goods and/or supplies of services made by the Supplier to Eusider prior to the signing of the General Terms and Conditions, to the extent that the relationship is not regulated by specific contractual provisions or other general terms and conditions of contract.

17.2 Upon expiry, the General Terms and Conditions shall continue to be effective in relation to Agreements already in force on the expiry date. In any case, the expiry of the General Terms and Conditions shall not affect the Supplier's obligations under Clauses 11 (confidentiality) and 14 (applicable law and jurisdiction).

The Supplier

The Supplier expressly approves the following clauses of the General Terms and Conditions:

Clauses 3.5, 3.7, 3.9, 4.5, 4.6, 5.1, 6.4, 6.6, 9, 10.1, 11.2, 13.3, 14, 17.1

The Supplier

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