

## GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

### 1. DEFINITIONS

1.1. In addition to other terms defined elsewhere in these General Conditions of Purchase of Goods and Services, the following terms shall have the meaning ascribed to them stated below for the purpose of these General Conditions:

“**Applicable Laws**” means the national, international and/or EU applicable laws, rules, codes and regulations that are applicable to the Goods and/or to the Services being sold or Services rendered (collectively, the “Laws”), including, but not limited to, those concerning the environment, anti-bribery or corruption laws, employee rights to freedom of association, wages, benefits and work hours.

“**Conditions**” means the conditions provided by this General Conditions of Purchase of Goods and Services accepted by the Seller, also applicable to and including any other Member.

“**Contract Work**” means the service to be performed by the Contractor under the Purchase Order.

“**Contract**” means the Purchase Order and the Purchase Conditions accepted by the Seller and integrated with the present Conditions;

“**Contractor**” means the Seller or the Tenderer including, but not limited to, the Contractor’s legal personal representatives, successors and assigns.

“**Goods**” means any goods agreed in the Contract to be purchased by or supplied to the Purchaser from the Seller (including any part or parts of them).

“**Dangerous Goods**” means solids, liquids, or gases that can harm people, other living organisms, property, or the environment.

“**Loaned Plant**” means the plant or equipment owned, rented or leased by the Purchaser and used by or on behalf of the Contractor for the Contract Work by agreement.

“**Member**” means any person or entity that controls, is controlled by or is under common control with SRB S.p.A. Members are intended third party beneficiaries of this agreement.

“**Purchase Order**” means the Purchaser’s standard order form for the supply of the Goods and Services, of which these Conditions, communicated to and accepted by the Seller, are an integral part.

“**Purchaser**” means SRB S.p.A. a company incorporated under the laws of Italy, whose registered office is in Brindisi (BR), Strada per Fiume Piccolo n. 10, Zona Industriale, Italy, registered with the Register of the Companies of Brindisi at No. 03673640409, tax and VAT No. 03673640409 and any Member, being the contracting party.

“**Regulations**” means the Regulations and Special Safety Conditions for Contractors: issued by the Purchaser for any Site or Sites.

“**Seller**” means the person, firm or company who accepts the Purchase Order, the Purchase Conditions and the Conditions.

“**Services**” means any service agreed in the Contract to be purchased by or supplied to the Purchaser from the Seller (including any part or parts of them).

“**Site**” means the Purchaser’s site as defined in the Purchase Order or in the tender documents.

“**Specification**” means the specification for the Goods and Services provided by the Purchaser to the Seller or by the Seller to the Purchaser as agreed between the parties up to the moment of delivery or execution of the Goods and Services.

“**SRB Engineer**” means the engineer nominated by the Purchaser or, if none is nominated, the Purchasing Manager.

“**Tenderer**” means the tenderer whose tender has been accepted by the Purchaser.

### 2. APPLICATION OF TERMS

2.1. The Conditions are the only conditions upon which the Purchaser is prepared to contract with the Seller, they shall govern the Contract and the Contract Work to the entire exclusion of all other terms or conditions and any variation to these conditions shall have no effect unless expressly agreed in writing by the Parties.

2.2. Only a written Purchase Order shall be deemed to be an offer by the Purchaser to purchase Goods and Services subject to these Conditions. Oral Purchase Orders shall be valid offers only if confirmed in writing by the Purchaser. Purchase Orders shall be deemed to be accepted by the Seller expressly by giving notice of acceptance.

The written Purchase Order or the written confirmation of an oral purchase order can be sent by the Purchaser signed by an authorized person, by an e-mail with in attachment the Purchase Order.

The express acceptance of a Purchase Order can be sent by the Seller signed by an authorized person, by an e-mail.

The Contract will be understood concluded once received the express acceptance of the Seller.

The express acceptance of a Purchase Order shall constitute acceptance of the specific conditions set out therein (Conditions) and the waiver of the general conditions of sale of the Seller or to the standard contracts on the sale of the Seller.

2.3. In any case of contrast of the Condition with different special conditions provided by the Purchase Order or another agreement, the special conditions contained in the Purchase Order or in another agreement prevail.

### 3. VARIATIONS TO THE GOODS

3.1. Subject to condition 3.2., the Purchaser may at any time, by giving a reasonable prior written notice to the Seller, make changes to the quantity, design or Specification, method of packing or delivery, the place or date of delivery or the performance of the Contract.

3.2. If any change proposed in accordance with Condition 3.1. increases or decreases the cost of or time required for the performance of the Contract, the price shall be rateably adjusted and a reasonable adjustment shall be made by written agreement between the Parties to the time of delivery, date for performance, price or time for delivery or performance.

3.3. The Seller shall promptly give to the Purchaser written notice of actual or intended material changes in its raw materials, manufacturing methods or service in general since the Purchaser last purchased or approved like Goods and Services. As the Purchaser needs to inform its customers and its employees of changes in processes, materials or services, the Seller agrees to furnish in advance of making changes the following items: (a) a list of all ingredients in the Goods and Services that may be purchased by the Purchaser from time to time; (b) the varying amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients or changes in Seller’s processes.

### 4. QUALITY AND DEFECTS

4.1. The Seller warrants that the Goods shall have the quality specifications expressly agreed in the Contract, and, if nothing is provided by the Contract, the Seller warrants that the Goods shall have the necessary quality for the purpose of the Purchaser.

In any case, the Seller warrants that the Goods shall be of the best available design, quality, material and workmanship, the Services shall be performed with all reasonable skill and care, in accordance with industry best practices, compliant with the standards that are normally required regarding each object of the Goods and/or Services, be without fault and conform in all respects with the Purchase Order and the Specification and fit for the purpose as intended by the Purchaser. The Purchaser’s rights under these conditions are in addition to the statutory conditions and to any warranties of additional scope given to the Purchaser by the Seller. Where the Goods to be supplied are or include services, such services shall be performed with all reasonable skill and care and in accordance with industry best practices.

4.2. The Seller shall comply with food industry hygiene standards (according to the UE regulations in force), with applicable safety regulations and quality assurance systems requested and approved by the Purchaser (according to the “Regolamento di Igiene Aziendale” of the Purchaser which the Seller confirms to have already received and fully examined and accepted). In addition, the Seller shall apply all necessary measures to guarantee the full traceability of the Goods and/or Services and any ingredients or parts thereof.

4.3. In the case that the Goods consist in machineries, they must have the essential safety requirements pursuant to the Italian Decree-Law 27 January 2010, no. 17 and the CE Conformity Marking.

The Goods must, in any case, in compliance with the Italian Decree-Law No 81/2008 or other Applicable Laws for what concerns the protection of the health and of the safety of workers and pursuant to the Italian Decree-Law No 277/1991, as amended, or other Applicable Laws for what concerns the protection against risk from noises.

The machineries for which the risks are mainly of electrical origin must be in compliance with the Italian Decree-Law 19 May 2016, no. 86, or other Applicable Laws, enacted under the Directive 73/23/EC, Directive 2014/35/EU as amended.

If the machineries are found, directly by the Purchaser or as a result of and inspection of the Competent Authorities, non-compliant with the abovementioned rules, the Seller must make all the changes and modifications at his own expense in order to make the machineries compliant with the abovementioned legislation, without any charge or cost for the Purchaser, even if the warranty performed by the Seller has already expired.

4.4. At any time prior to delivery under Clause 9, and subject to a reasonable prior written notice by the Purchaser to the Seller, the Purchaser shall have the right to inspect and test the Goods, the Seller’s plant, process and procedures. If the results of such inspection or testing cause the Purchaser to be of the opinion that the Goods, the plant and/or the process and/or procedures do not or are unlikely to conform with the Purchase Order or the Specification, the Purchaser shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Purchaser shall have the right to require and witness further testing and inspection.

4.5. Notwithstanding any such inspection, or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller’s obligations and Purchaser’s rights under the Contract.

### 5. INDEMNITY

5.1. For a period of 24 (twenty four) months from the date of delivery or from the completion of performance of the Contract, the Seller shall keep the Purchaser indemnified in full against all loss, damages, injury, costs and expenses (including reasonable legal and other professional fees and expenses) awarded against or incurred or paid by the Purchaser as a result

of or in connection with such actions as described below by the Seller, its agent's or subcontractors:

- (a) defective workmanship, quality or materials, including, but not limited to, faulty design and latent defects;
- (b) non conforming Goods and/or Services with what is provided in the Purchased Order, in the Conditions and by the Italian Law or each other Applicable Laws;
- (c) improper performance of service under the Contract;
- (d) any claim made against the Purchaser in respect of any liability, loss, damage, injury, cost or expense (together "Loss") sustained by its employees or agents or by any customer or third party to the extent that such Loss was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

5.2. The replacement parts supplied by the Seller and the repair works carried out under the warranty above mentioned shall be subject to the indemnity set out in the previous paragraph and the warranty period shall be extended as a result so as to cover such parts and/or works.

## 6. REMEDIES

6.1. Without prejudice to any other right or remedy which the Purchaser may have, under the Applicable Laws, if any Goods and/or Services are not supplied in accordance with, or the Seller fails to comply with any of the terms of the Contract or the Applicable Laws, the Purchaser shall be entitled to provide the Seller the opportunity, at the Seller's sole expense, either to, within no more than 7 (seven) days – or other period if so reasonably required and agreed by the Purchaser – from notice receipt by the Seller, remedy any defect in the Goods or to supply replacement Goods, and remedy any defect in the Services or to perform the correct services, and carry out any other necessary work to ensure that the terms of the Contract and Applicable Laws are fulfilled.

6.2. If the Seller fails to restore compliance with the Applicable Laws and/or the Contract under the terms of the paragraph above, the Purchaser shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or of the Services have been accepted by the Purchaser:

- (a) to rescind the relevant Order;
- (b) to reject the Goods (in whole or in part, as applicable) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- (c) to reject the Services and obtain a full refund;
- (d) to carry out, at the Seller's sole expense, any work necessary to make the Goods and/or the Services compliant with the Contract and with the Applicable Laws; or
- (e) to terminate the Contract, by giving notice in writing to the Seller, and, consequently, refuse any subsequent delivery of the Goods and any subsequent execution of the Services.

6.3. The Purchaser is, in any case, entitled to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

## 7. PATENT WARRANTY AND INDEMNITY

7.1. The Seller warrants that the Goods delivered or the Services rendered under the Contract, and the sale and the use of the Goods in their normal or intended manner, shall not infringe, or contribute to infringe, any patent or copyright and shall not violate the trade secret rights of another.

7.2. The Seller shall defend, indemnify and hold harmless Purchaser, its successors, assigns and customers, and users of Purchaser's products, from and against all claims, suits, losses and damages, including reasonable attorneys' fees and costs and expenses awarded, based upon a claim of infringement, or contributory infringement of any patent or copyright, or violation of another's trade secret rights, by reason of the use or sale of the Goods or the rendering of the Services.

7.3. The Seller warrants that the Goods and/or the Services will comply with the technical specifications stated in the Contract.

The Seller also warrants that, if the Goods consist in machinery, they will be free from defects in accordance with the technical guarantee provided in the warranty and the user manual in effect at the time of their delivery to the Purchaser.

The Seller warrants the conformity of the Goods to the rules and regulations, explicitly including the rules on security and accident prevention and to every other Applicable Laws, regarding the country of the Purchaser.

7.4. The goods are covered by the following contractual warranty covering defects in workmanship and material, whose conditions and period of validity shall be as follows:

- (a) the contractual warranty covers 24 (twenty four) months from the date of the signature of the test report or, if there is no report, from the date of the transfer of the title.
- (b) the replacement of defective parts of the Goods, the purchase of defective parts, the repair of the Goods and the work necessary to replace the Goods are performed at the sole expense of the Seller. During the warranty period, the Purchaser will inform the Seller in writing of any defect or malfunction of the Goods supplied and the Seller shall promptly and at its sole expense replace or repair the Goods or correct the defect or malfunction.

- (c) if the Seller is unable to replace or repair the Goods or correct the defect or malfunction in a satisfactory manner, the Purchaser shall have the right, at its sole option, to (i) make the replacement, repair or correction itself at the sole expense of the Seller or, (ii) make the replacement, repair or correction using a third party service at the sole expense of the Seller, or (iii) obtain from the Seller a full refund of the purchase price paid for the defective Goods or malfunctioning and return the same, keeping in any case the right of compensation for the damages.

The Seller agrees that the warranties abovementioned are in addition to any warranties implied by the Applicable Laws or expressly granted by the Seller with the Contract or with the present General Conditions of Purchase of Goods and Services, and it is also in addition to all other warranties, whether expressed or implied, applicable to the Purchase Order and to the Contract.

All the warranties will remain in force despite the possible positive outcome of any inspection, testing, acceptance or payment by the Purchaser, and will remain in force also despite any Purchase Order, termination of orders or agreements related to orders.

The Seller will provide a warranty of an additional 24 (twenty four) months for each replacement, repair or correction made during the abovementioned warranty period with validity from the date on which such replacement, repair or correction is completed with technically valid and satisfactory results.

7.5. In addition to the right of the inspection of the Goods before the shipping the Purchaser will be able to examine the Goods upon arrival at destination and report in writing to the Seller any lack of conformity of the same within 15 (fifteen) days starting from the discovery, asking by written notice to the Seller to provide the inspection of the Goods and/or Services in adversarial. In case the dispute regards the characteristics and qualities of the Goods and/or of the Services, will undoubtedly be considered as true and authentic between the parties the conditions and the qualities of the product as resulted from the inspections of the Purchaser.

## 8. INSURANCE

8.1. Seller shall maintain a comprehensive liability insurance policy, including Third party and contractual liability coverage (bodily injury and property damage) and product liability coverage, naming the purchaser as an additional insured and shall upon request provide the Purchaser with a certificate of insurance evidencing the required coverage and that such policy(ies) is/are in force. The Seller shall maintain the coverage for a minimum amount of EUR 1,000,000.00 (one million euros) any one occurrence or any such other coverage's to be specified by the Purchaser on a case by case basis.

## 9. DELIVERY

9.1. Shipping and delivery arrangements shall be as defined by INCOTERMS<sup>®</sup>, 2010, or according to the latest version of the INCOTERMS<sup>®</sup> available, in the Purchase Orders.

If nothing is provided by the Purchase Order, the Goods will be delivered, pursuant to the ICC INCOTERM<sup>®</sup> Rule named DDP (Delivery Duty Paid), or according to the latest version of the INCOTERMS<sup>®</sup> available, in the place communicated to the Seller from the Purchaser, that will be considered as the agreed place of delivery of the Goods.

Consequently, the Seller will be liable for any damages, losses, shortages or natural losses suffered by the Goods during transport or in the course or during the operations of loading and unloading, even if have been used containers made available by the Purchaser.

Unless otherwise stipulated in the Purchase Orders, deliveries shall only be accepted by the Purchaser in business hours. Unloading shall only take place under the direction and in the presence of the Purchaser as represented by any of its duly empowered representatives.

9.2. The Seller shall ensure that each delivery is accompanied by a delivery note which shows, *inter alia*, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

In any case, the Seller must provide to the Purchaser any needed documentation provided by the ICC INCOTERM<sup>®</sup> Rule that regulates the delivery.

9.3. Time for delivery shall be of the essence. The Seller shall make no delivery before obtaining a valid Purchase Order Number issued by the SRB Purchasing Department.

The Goods must be delivered, assembled, installed and tested within the agreed period as provided in the Purchase Order.

In the case of failure to meet the terms of delivery, installation, assembly and testing, the Seller will be held liable for damages, directly or indirectly caused to the Purchaser or to a third party by the delayed execution of an obligation arising from the Contract or the delayed delivery of the Goods. Damage is estimated at an amount equal to 0.5% of the price agreed in the Contract for each day of delay up to a maximum of 10%.

The days in delay are calculated separately for the different dates indicated and can be accumulated up to a maximum of 10%

The dates of delivery, assembly, installation and testing specified in the Purchase Order are fixed and unchangeable. If the Goods purchased are made up of several components, those components can be shipped directly to the Purchaser during the days before their installation. In this case, the Purchaser has to keep in custody the components until the arrival of the

- workers who will assemble the Goods, but it is not liable for any damage to the components until the arrival of the abovementioned workers.  
The Seller shall pay every cost that the Purchaser incurs for the custody of the abovementioned components.  
Without prejudice to any remedy listed in clause 6, if the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Purchaser reserves the right to:
- (a) refuse to accept and to pay for the relevant Goods;
  - (b) terminate the Contract and, consequently, refuse any subsequent delivery of the Goods; and, jointly with the exercise of any of the remedies above,
  - (d) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are attributable to the Seller's failure to deliver the Goods on the due date, with a minimum of 3% of the value of the Purchase Order per week of delay.
- 9.4. Where the Purchaser agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Purchaser at its option to treat the whole Contract as repudiated.
- 9.5. If the Goods are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 9.6. The Purchaser shall not be deemed to have accepted the Goods until it has had a minimum period of 7 (seven) days – or longer, if so agreed between the parties – following delivery to inspect them. In addition to any other remedy available, the Purchaser shall have the right to ask for return and replacement of any defective Goods after inspection. Once accepted, the Purchaser reserves the right to communicate any detected defects and, in such case, exercise any of the rights under the Clause 6.
- 10. TRANSFERT OF OWNERSHIP**
- 10.1 All Goods supplied by the Seller shall become the property of Purchaser at the time of delivery at the place of delivery indicated in the Purchase Order. In the case the signature of the Purchaser over a report is required because of the specific type of Goods, the ownership of the Goods is transferred from the Seller to the Purchaser with the signature of the Purchaser.
- 10.2. The Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with Clause 9. Upon delivery, the Seller shall cease to bear the risk of loss or damage; provided however, that any loss or damage, whenever occurring, which results from the Seller's non-conforming packaging shall be for the Seller's account.
- 10.3. Each clause of retention of title inserted by the Seller shall be deemed as not written and shall not have effectiveness.
- 11. PACKING INSTRUCTIONS**
- 11.1. The Goods shall be properly prepared, labelled, packed, and tagged in accordance with the Applicable Law and the instructions contained in the order, secured and protected by the Seller to ensure that they reach the destination specified in the Purchase Order in good condition and that Goods can be properly handled and identified.
- 11.2. All dangerous or hazardous Goods shall be packed separately from those of a non-hazardous nature and in accordance with Clause 12 below.
- 11.3. Where this Contract involves multiple shipments and/or different destination, the Seller shall not make any shipment until the separate purchase orders are issued by the Purchaser using location.
- 11.4. Where returnable containers are used in the shipment, the containers shall be returned to the Seller at the Seller's expense.
- 12. HAZARDOUS GOODS**
- 12.1. Hazardous Goods must be marked by the Seller with International Danger Symbol(s) and display the names of the ingredient materials according to the Applicable Law. Transportation and other relevant documents must include a declaration of the hazard(s) and name(s) of the material(s).
- 12.2. Goods must be accompanied by emergency information in the form of written instructions, labels and markings, according to the Applicable Law. The Dangerous Goods must be accompanied by Safety Data Sheet (SDS).
- 12.3. All the previous information shall be written in English and in the local language of the country of delivery.
- 12.4. The Seller shall observe the legal requirements of the country of delivery and the international agreements relating to the packing, labelling and carriage of hazardous goods in consideration.
- 12.5. All information held by, or reasonably available to the Seller regarding the potential hazards known or believed to exist in the transport, handling or use of the Goods supplied shall be promptly communicated to the Purchaser.
- 13. COMPLIANCE WITH LAWS & REGULATIONS**
- 13.1. The Goods supplied and/or the Services rendered shall comply in all respects with the Applicable Law, the relevant requirements of applicable statutes and any orders or regulations made thereunder, including the necessary permits.
- 14. PRICE**
- 14.1. The price of the Goods and/or of the Services shall be stated in the Purchase Order and unless otherwise agreed in writing by the Purchaser, shall be exclusive of any taxes which are required by law to be collected and remitted by Seller, and shall be inclusive of all other charges.
- 14.2. No variation in the price nor extra charges shall be accepted by the Purchaser, except for the situation contemplated in the Clause 3.2. above.
- 14.3. The Seller shall invoice the Purchaser or the company specified by the Purchaser upon, but separately from, dispatch of the Goods to the Purchaser. The invoice shall include the Purchaser's Purchase Order number.
- 15. PAYMENT**
- 15.1. The Purchaser shall pay the price of the Goods and/or of the Services within 90 (ninety) days end of month following the month of receipt of the invoice unless otherwise agreed in writing.  
The price of the Goods and/or of the Services can be paid by the Purchaser with bank transfers to the bank account of the Seller or as differently provided by the single Purchase Orders.
- 15.2. Without prejudice to any other right or remedy, the Purchaser reserves the right to set-off any amount owing at any time from the Seller to the Purchaser against any amount payable by the Purchaser to the Seller under the Contract.
- 15.3. The rate of the interest for the late payment is agreed as fixed referring to the day of the deadline of the single payment.
- 16. THE PURCHASER'S PROPERTY**
- 16.1. Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Purchaser to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Purchaser (the "Purchaser Property"). The Purchaser Property shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Purchaser and shall not be disposed of other than in accordance with the Purchaser's written instructions, nor shall such items be used otherwise than as authorised by the Purchaser in writing. Such information can only be used for the purpose of the Contract.
- 16.2. Any invention, discovery or technical process, or application made, conceived or applied by the Seller or its employees, agents, subcontractors, whether solely or jointly with others, in the performance of the Contract, shall be disclosed and documented to the Purchaser, and shall be the sole and exclusive property of the Purchaser and considered as Confidential Information.
- 17. SPARE PARTS AND DISCONTINUANCE OF MANUFACTURE OF GOODS**
- 17.1. The Seller undertakes that:
- (a) unless and until it gives notice in accordance with (b) below it shall make Goods of the same type as those described in the Purchase Order and spare parts for the repair or partial replacement of such Goods throughout the period of the normal duration of life of the Goods in accordance with the Purchaser's requirements and at a fair and reasonable price;
  - (b) if it proposes to cease to be a supplier of the Goods or spare parts for the Goods it shall give the Purchaser not less than 180 (one hundred eighty) days written notice before so ceasing; and
  - (c) in the circumstances described in (b) above it shall make available to the Purchaser on a "one time buy" basis such quantities of Goods and of spare parts for the Goods as the Purchaser shall reasonably require for the purposes of future renewal, repair or replacement of the Goods at a fair and reasonable price.
- 18. WORKING ARRANGEMENTS**
- 18.1. The Contractor upon entering or working on the Site shall comply with the Conditions and the Regulations, together with all Applicable Laws, relevant Site rules, health and safety regulations and environmental and quality assurance policies as may be issued from time to time by the Purchaser.
- 18.2. The Contractor must provide to the Purchaser by an email to the following email address [portineria@eurossrb.com](mailto:portineria@eurossrb.com) within 3 (three) working days before the commencement of the activities the following documentation:
- (a) a list with the names of the employees employed for the execution of the activities;
  - (b) a list of the vehicles with the related relevant documentation (in particular insurance, license plate, and all the relevant documentation according to the Applicable Law);
  - (c) name of the person in charge of supervising the compliance of the activities according to safety and security standards as provided by the Applicable Law;
  - (d) trainer certificate of the person mentioned in point c) above;
  - (e) training certificates of the employees included in the list mentioned above in point (a) in accordance with the Applicable Law and with the Italian State-Region agreement (so called "Accordo Stato-Regioni" dated 21<sup>st</sup> December 2011);
  - (f) training certificates of the employees responsible for first aid and fire-fighting measures;
  - (g) certificate of incorporation updated to the date of the Purchase Order;

- (h) a valid DURC (so called: "Documento Unico di Regolarità Contributiva"), as requested by Italian law;
- (i) Certificates Unilav (the telematic model with which it is communicated to the office for the Employment the establishment of the employment relationship) of the employees included in the list (a) employed for the execution of activities;
- (j) the acceptance of the DUVRI (so called "Documento unico per la valutazione dei rischi da interferenze");
- (k) the DVR (risk assessment document) or POS (operational security plan)
- 18.3. The Contractor shall undertake the Contract Work in accordance with all relevant legislation, standards and codes of practice. The Contractor shall obtain all necessary licenses, permits and approvals in connection therewith, and shall use suitable and proper equipment.  
The performance of work:
- (a) it must be respected each provision in Legislative Decree 81/2008 concerning the safety and health requirements at temporary and mobile construction sites;
- (b) it must be respected each provision in Legislative Decree 493/1996 and subsequent amendments and additions concerning the signs;
- (c) it must meet the provisions of the legislative decrees 81/2008 and 277/1991 and subsequent amendments and additions concerning the protection of the health and safety of workers at work from risks related to exposure to chemicals, physical and biological agents and particularly concerning the requirements for personal protective equipment (PPE) made available to the staff by the seller;
- (d) must be complied with all Applicable Laws.
- 18.4. The Contractor is deemed to have understood the nature and extent of the Contract Work and to have made all the necessary surveys, analyses and inspections of the Site and relevant business, and shall make no claim founded in its failure to do so. The Purchaser shall, on request of the Contractor, grant such access and provide such information as may be reasonable for this purpose.
- 18.5. During the Contract Work, and subject to a reasonable advance written notice being provided to the Purchaser, the Purchaser shall allow the Contractor and its employees, agents and sub-contractors, duly listed to the Purchaser, such access to the Site as is reasonable required for the purpose of the Contract Work and concurrently with the execution of work by others.
- 18.6. When requested, the Contractor shall nominate one or more competent representatives, whose name or names shall have previously been communicated in writing to the Purchaser by the Contractor, to superintend the carrying out of the Contract Work on Site. The said representative, or if more than one shall be nominated, then one of such representatives, shall be present on the Site during working hours, and any orders or instructions which the Purchaser may give to such representative shall be deemed to have been given to the Contractor.
- 18.7. The Contractor shall provide labour returns to the SRB Engineer or designee in accordance with Site specific procedures.
- 18.8. The Seller shall indemnify the Purchaser from any liability with regard to any damages that may be caused to people and/or things during the performance of the Services or other service provided by the Purchase Order, in the event that they are caused by its workers or employees and/or in the event that they are caused by mishandling and/or malfunction of the vehicle of transport or lifting used by the Seller, or its workers or its employees.
- 19. CONTRACTOR'S EMPLOYEES, AGENTS & SUB-CONTRACTORS**
- 19.1. The Contractor shall only use on Site such workmen or agents or sub-contractors as are suitable trained, skilled and experienced. The Purchaser shall have the right to require the Contractor to remove from the Site any person who is incompetent, unproductive, negligent or guilty of misconduct relating to its employment or who, for any other valid reason, should otherwise not be employed on the Site.
- 19.2. The Contractor shall not sub-contract whole or part of the Contract Work to a sub-contractor without the previous written consent of the Purchaser. The Contractor shall be responsible for instructing its employees, agents and any sub-contractors approved by the Purchaser and making known to them the contents of the Contract and of the Regulations.
- 19.3. The Purchaser reserves the right to request any of the Contractors or sub-contractors to undergo a test of skills on the Site and if they fail such a test then they may be removed from the Site at the request of the Purchaser.
- 20. VARIATION OF CONTRACT WORK**
- 20.1. The Contractor shall not vary any of the Contract Work, except as directed in writing by the Purchaser.
- 21. USE OF THE PURCHASER'S SERVICES**
- 21.1. The Purchaser has not any obligation to provide 'Loaned Plant' to the Contractor, unless specifically agreed.
- 21.2. The Purchaser shall have the right to withdraw Loaned Plant at any time with no liability being incurred by the Purchaser.
- 21.3. The Contractor shall diligently apply all reasonable professional skills in using or in directing Purchaser's personnel or its employees or sub-contractors in the use of the Loaned Plant.
- 21.4. The Contractor shall be liable for all damage to the Loaned Plant, including but not limited to, loss by theft, due to negligence on the part of the Contractor, its personnel or agents or subcontractors.
- 21.5. The Purchaser shall be liable for any damage to the Loaned Plant caused by a defect in the Loaned Plant that the Contractor demonstrates as already existing at the commencement of the loan.
- 21.6. Where Loaned Plant is operated by the personnel of the Purchaser, the operator shall not become part of the Contractor's personnel but shall carry out with the Loaned Plant such work as he may be directed to do by the Contractor. The Contractor shall be the solely responsible for all damage caused by its misdirection or negligence.
- 22. FREE ISSUE MATERIALS**
- 22.1. The Contractor shall be responsible for all materials issued free to him by the Purchaser for the Contract Work and shall properly declare the use thereof in accordance with the Purchaser's instructions.
- 22.2. The Contractor shall replace at its own cost all such materials which are lost, inefficiently used or become damaged for any reason.
- 22.3. The Contractor shall return to the Purchaser all such materials which are not used by the Contractor in the execution of the Contract Work.
- 23. WORKMANSHIP & MATERIALS**
- 23.1. All workmanship and materials for the Contract Work shall be in accordance with the Specification. Where no standards are specified, the Contract Work shall comply with relevant legislation, national standards and codes of practice and the recommendations of relevant trade associations.
- 23.2. Where the Contract Work includes the Contractor's designs and/or materials selection, the Contractor warrants to the Purchaser that such designs and/or materials shall be fit and sufficient for the purpose intended.
- 23.3. The Contractor shall at all times comply with the quality assurance procedures instructed by the Purchaser.
- 23.4. Where so required by the Purchaser, drawings and other relevant data shall be issued to the SRB Engineer and will become the property of SRB.
- 23.5. The Contractor shall at its own expense, if so requested, submit samples of materials proposed to be used and those approved shall be kept by the Purchaser as the standard of quality for use in the works. Materials delivered to the Site shall not be inferior in any respect to the samples approved by the Purchaser and shall be in accordance with the Specification.
- 23.6. The Contractor shall be responsible for setting out the Contract Work accurately and for the correctness of all connections and alignment of all parts of the Contract Work. Upon completion of the Contract Work he shall remove all equipment and temporary works not forming part of the Contract Work and shall leave the Site in a condition satisfactory to the Purchaser.
- 23.7. The Contractor shall do everything necessary for the complete execution of the Contract Work and for the proper operation of the installation, whether or not these actions are mentioned in detail in the Specification or in the Purchase Order.
- 23.8. The Contract Work shall be subject to such tests as the Purchaser may direct on the Site. Subject to a reasonable advance written notice being provided by the Purchaser to the Contractor, such tests may also be conducted at the place of manufacture. The Contractor shall at its own expense provide such assistance, instruments, machines, labour and materials as may be required for such testing.
- 23.9. The Contractor shall not fill, cover, or in any way hide any part of the Contract Work until inspected and approved by the SRB Engineer. Such inspection or approval shall not be considered as final acceptance.
- 23.10. The Purchaser shall have the power to instruct the Contractor at the Contractor's expense to:
- (a) remove from site any materials which in the opinion of the Purchaser are not in accordance with the Contract;
- (b) substitute proper and suitable material;
- (c) remove and properly re-execute any such work which in respect of materials or workmanship is not in the opinion of the Purchaser in accordance with the Contract;
- 23.11. The Purchaser shall be entitled to employ and pay other persons to carry out such instructions if the Contractor does not do so within 7 (seven) days (or a shorter period, if so requested for safety or emergency reasons) after the request of the Purchaser and the Contractor shall be required to pay the cost thereof.
- 23.12. The indemnification period stated in Clause 5 shall be applicable to all of the Contract Work.
- 24. TIME FOR COMPLETION**
- 24.1. The Contractor shall make no delivery nor commence the Contract Work on Site before obtaining a valid Purchase Order Number issued by the SRB Purchasing Department.
- 24.2. The Contractor shall within 7 (seven) days of a request to do so, submit to the Purchaser for its approval, a detailed and binding plan showing how it proposes to carry out the Contract Work. The Contractor shall also give written details of its arrangements for carrying out the Contract Work and of any temporary works in particular, a description of erection methods and erection equipment and the numbers and qualification of its erection labour. The submission of such program for the approval of the Purchaser or the giving of such details shall not relieve the Contractor of any of its duties or responsibilities under the Contract.

- 24.3 Without prejudice to any other right of the Purchaser, should the Contractor fail to complete the Contract Work by the date stated in the Purchase Order (or by extension thereto confirmed in an amendment order), the Purchaser shall be entitled to recover liquidated damages from the Contractor at the rate of 3% (three percent) percent of the Contract Price for each week of delay.
- 24.4 The Purchaser may give written notice to the Contractor to suspend the Contract Work or any part thereof and the Contractor shall during such suspension properly protect and secure the Contract Work. The extra cost (if any) to the Contractor in respect of the Purchaser's instructions under this condition shall be paid by the Purchaser unless such suspension is:
- otherwise provided for in the Contract, or
  - necessary for the proper execution of the Contract Work due to weather conditions or by the Contractor's default, or
  - necessary for the safety of the Contract Work or any part thereof.
- 24.5 The Purchaser shall be liable for such extra costs in so far as they are reasonable, provided that the Contractor shall not be entitled to recover any such extra cost unless it makes a written claim within 28 days of the Purchaser's notice, or they result from breach or negligence by the Contractor.
- 25. LIABILITY FOR DAMAGE OR INJURY**
- 25.1 The Contractor shall take every practicable precaution not to damage or injure any property or persons. The Contractor shall satisfy all claims founded in any such damage or injury which arise out of or in consequence of any operations under the Contract, due to negligence on the part of the Contractor, its personnel or agents or subcontractors, whether such claims are made by the Purchaser or by a third party against the Purchaser or directly to the Contractor ("Claim").
- 25.2 The Contractor shall indemnify the Purchaser in accordance with Clause 5.
- 25.3 The Contractor shall give immediate notice to the Purchaser in the event of any accident or damage whether or not likely to form the subject of a Claim and shall give all the information and assistance in respect thereof that the Purchaser or the Purchaser's insurers may require. The Contractor shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the Purchaser or the Purchaser's insurers to take proceedings in the name of the Contractor to recover compensation or secure an indemnity from any third party in respect of any such matters. Notwithstanding the foregoing, the Contractor shall also give notice to its own insurer in case such accident or damage may be covered by the Contractor's insurance policies.
- 25.4 The Contractor shall at its own expense and in its own name arrange for and maintain in force all insurances set out in clause 8 and as otherwise necessary or required by Law, for the Contract Work including but not limited to Professional Indemnity. The Contractor's price shall be deemed to include the cost of all such insurances and the Contractor will be responsible for the payment of all deductible amounts under all insurance.
- 25.5 The Contractor shall produce to the Purchaser, when requested, the current valid policies of insurance as required by these conditions together with satisfactory evidence of payment of premiums for the period in force.
- 26. CONFIDENTIALITY**
- 26.1 The Seller shall not take photographs of any of the Purchaser's equipment, installations or property without the Purchaser's prior consent in writing. The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Purchaser or its agents and any other confidential information concerning the Purchaser's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Purchaser and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.
- 26.2 Seller shall not advertise or publish the fact that Seller has contracted to furnish the Purchaser the Goods and/or the Services ordered by Purchaser from time to time, or use any trademarks or trade names of Purchaser in Seller's advertising or promotional materials, unless Purchaser has first consented in writing.
- 27. SUSPENSION**
- 27.1 The Purchaser is entitled to suspend the Contract with reasonable motive, in whole or in part, at any time. In the event of the exercise of such right the Purchaser shall thereafter extend the time for performance of the Contract by such period as is reasonable and it shall also pay the Seller any amounts which are due and payable to the Seller at the date of the suspension and thereafter shall reimburse the Seller for such reasonable direct costs as the Seller has had to incur in making an orderly suspension in accordance with the Purchaser's instructions.
- 28. TERMINATION**
- 28.1 The Purchaser shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller a minimum prior written notice of 30 (thirty) days, whereupon all work on the Contract shall be discontinued and the Purchaser shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss, except in case of intentional fault and wilful misconduct.
- 28.2 The Purchaser may give by a written notice to the Contractor 7 (seven) days (or shorter period if requested for safety or emergency reasons) to make good the following default or breach, if the Contractor:
- is not executing the Contract Work in accordance with or as specified in the Contract and/or the Purchase Order or
  - is not proceeding fast enough to ensure the completion of the Contract Work by the time stipulated in the Contract or that such time has already expired, or
  - has refused to carry out a reasonable instruction of the Purchaser for the execution of the Contract Work.
- In that case, if the Contractor fails to comply with what requested in the above notice, the Purchaser may, at the expense of the Contractor and without prejudice to any of its other rights
- terminate the Contract, and perform itself such of the Contract Work as the Contractor has failed to, or
  - take the Contract Work wholly or in part out of the Contractor's hands and re-contract it to any other person, or
  - make such modifications, substitutions or addition to the Contract Work as he considers necessary to ensure the satisfactory execution thereof.
- 28.3. The Purchaser shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:
- the Seller commits a breach of any of the terms and conditions of the Contract which is not remedied within 7 (seven) days after notification thereof.
  - any distress, execution or other process is levied upon any of the assets of the Seller;
  - the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or convenes a meeting of creditors, or enters into liquidation except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller;
  - the Seller ceases or threatens to cease to carry on its business; or
  - the financial position of the Seller deteriorates to such an extent that in the reasonable opinion of the Purchaser the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 28.4. In the event of repeated breaches of the Contract, or general misconduct by any employee, agent or sub-contractor of the Contractor, the Purchaser shall reserve the right to terminate the engagement of the Contractor and to cancel the Purchase Order.
- 28.5. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Purchaser accrued prior to termination. The following conditions 1, 16, 26 and 32.5 shall continue to be enforceable notwithstanding termination.
- 28.6. In any case of termination for non-performance of the Seller, the latter must pay a penalty of 30% (thirty percent) on the original purchase price.
- 29. ASSIGNMENT AND SUB-CONTRACTING**
- 29.1. The Contract shall not be transferred, assigned or sub-contracted by the Seller, in whole or in part, except with the prior written consent of Purchaser. In any event the Seller shall remain jointly and/or severally liable with the assignee or sub-contractor.
- 30. FORCE MAJEURE**
- 30.1. Each party reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to a force majeure event, on condition that the force majeure event is immediately notified in writing to the other party. Neither party is responsible for the failure to fulfill its obligations arising from the Contract or the General Condition of Purchase of Goods and Services, if that party proves that:
- it is due to force majeure;
  - the non-compliance is due to an impediment independent from that party;
  - the above impediment was not such an impediment foreseeable at the time of conclusion of the Contract and its effects were not predictable;
  - that party could not avoid or overcome the above impediment or its effects with a reasonable care.
- 30.2. Force majeure shall mean a cause preventing either party from performing any or all of its obligations which arises from or is attributable to unforeseeable and unavoidable acts, events, omissions or accidents which cannot be in any case under the control of the party including act of God, war, riot and civil commotion.
- 30.3. The party that invokes the extenuating circumstance of the force majeure must notify the other party, as soon as possible and immediately after the party has known that impediment and its effect on the ability to perform its obligations, the existence of such an impediment, as well as the effects of the same on its ability to meet its commitments.

The same party above, must notify to the other party a communication similar to the above as soon will be less the cause of force majeure.

The party who fails one or the other communication abovementioned is liable for damages that could have been avoided.

The clause 30 absolves the party that has not performed an obligation for the circumstance provided by the clause 30 from liability for damages, penalties and other contractual sanctions.

If either party is prevented from performance of its obligations, for the abovementioned circumstance, for a continuous period in excess of 60 (sixty) days, the other party may terminate this agreement forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

### 31. RELATIONSHIP OF PARTIES

31.1. The Purchaser and the Seller are independent contracting parties and nothing in the Contract, or any Purchase Order issued pursuant the present General Conditions, shall make either party the agent or legal representative of the other party for any purpose whatsoever. Furthermore, neither party shall have any authority to assume or to create any obligation on behalf of or in the name of the other party.

### 32. MISCELLANEA

32.1. The Seller agrees that it shall (a) comply with all Applicable Laws; (b) comply with all applicable laws, rules, codes and regulations in its country or countries in which it does business as are applicable to the Goods and/or to the Services being sold or Services rendered, including, but not limited to, those concerning the environment, anti-bribery or corruption laws, employee rights to freedom of association, wages, benefits and work hours; (c) provide employees with a safe and sanitary workplace that includes appropriate controls and protective equipment; (d) follow non-discrimination practices in regard to gender, race, age, national origin, disability, citizenship, veteran status, marital status, sexual orientation, or religious beliefs and provide a workplace free from harassment; (e) refrain from paying or accepting bribes or kickbacks and agrees that it has not engaged, and undertakes that it will not engage, in the following conduct (or conduct giving rise to a suspicion of): giving or receiving, whether to a public or a private sector individual or entity, either directly or indirectly, a bribe, facilitation payment or other unlawful or improper payment or advantage; (f) minimize operational impact to air, water, soil, and surrounding areas; and (g) require its sellers to adhere to the same requirements as set forth above. Seller further agrees to comply, and certifies that it does comply, with all laws regarding forced labour, child labour, slavery and human trafficking. Seller agrees to require, and certifies that it does require, its sellers to adhere to the same requirements.

32.2. The Seller declares (i) to know the discipline contained in the Code of Ethics adopted by the Purchaser; (ii) to know the discipline contained in the Model of Organisation and Management (so called "Modello di Organizzazione e Gestione") adopted, pursuant to the Italian Legislative Decree n. 231/2001, by the Purchaser (iii) to know that he can view the Code of Ethics on the Internet website [www.eurosrb.com](http://www.eurosrb.com); (iv) to fully accept the content of the Code of Ethics; (v) not to infringe the discipline of the Code of Ethics; (vi) if he is an employee or a collaborator of a Public Authority the Seller declares to have fulfilled all the requirements possibly required and/or permitted by the Applicable Laws in force for hiring other professional assignments.

The failure by the Seller of the above obligations determines a material breach of this General Conditions of Purchase of Goods and Services agreement and it is a reason for the immediate termination of the agreement, pursuant to article art. 1456 of the Italian Civil Code.

32.3. If any provision of the Contract is found to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

32.4. Failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver by either party of any of its rights under the Contract.

32.5. Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

32.6. The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

32.7. The Seller agrees, pursuant to art. 1260, paragraph 2, Italian Civil Code, that it can not transfer to third parties the credit deriving from the Purchase Order ("Non-Transferability Clause"). The Seller also agrees to disclose the Non-Transferability Clause through specific wording inserted on each invoice related to the each Pursuant Order.

### 33. APPLICABLE LAW, LANGUAGE, CHANGES, JURISDICTION, PRIVACY

33.1. This General Conditions of Purchase of Goods and Services shall be governed by, and construed and interpreted in accordance with the Laws of the Republic of Italy.

33.2. These General Conditions of Purchase of Goods and Services shall be executed in Italian, which shall be the only language governing these General Conditions. In case of contrast with other translation, the Contract in Italian shall always prevail.

33.3. These General Conditions of Purchase of Goods and Services constitutes the entire general conditions of purchase of goods and services between the parties and may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

33.4. The Seller and the Purchaser hereby submit to the exclusive jurisdiction of the courts of Bologna (Italy) any legal suit, action or proceeding in connection with this General Conditions of Purchase of Goods and Services or with any related contract.

33.5. The parties acknowledge that they have mutually fulfilled the obligations pursuant to the Italian Decree-Law No 196 of 2003 (Italian Privacy regulation), as amended and supplemented, and to give their consent for the processing of personal data, by still use solely for the performance of previous contractual relations, present and future, as well as for the fulfillment of formalities correlative compulsory by law.

### 34. NOTICES

34.1. Unless is otherwise provided, any communication or notice required or permitted to be given under the Contract or under this General Conditions of Purchase of Goods and Services shall be made in writing by registered mail return receipt requested, by express courier or by PEC, in Italian or English, and shall be deemed to have been duly and validity given if addressed, in each case, as follows:

SRB S.p.A.

Strada per Fiume Piccolo n. 10, Zona Industriale

72100 Brindisi (BR), Italy,

e-mail: [ufficioacquisti@eurosrb.com](mailto:ufficioacquisti@eurosrb.com)

or at such other address as either party may hereafter furnish to the other by written notice, as herein provided.

\_\_\_\_\_  
Stamp of the Seller

\_\_\_\_\_  
Signature of the authorized person of the Seller

Pursuant to the articles 1341 and 1342 of the Italian Civil Code, the Seller explicitly agrees to the following provisions: article 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18.7, 19.1, 20, 21, 22, 23.10, 23.11, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33.

\_\_\_\_\_  
Stamp of the Seller

\_\_\_\_\_  
Signature of the authorized person of the Seller