General Conditions of Purchase

REVISION: 3

REVISION DATE: JULY 2026

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1. General Regulations

1.1. Definitions

1.1.1. Tamini

Tamini Trasformatori S.r.l. Registered office and management at Viale Cadorna, 56/a - 20025 Legnano (MI) (henceforth referred to as “Tamini”).

1.1.2. Contractor or Supplier

The terms Contractor or Supplier refers to the natural or legal person or other subject that, by signing the Contract, undertakes to complete the supply or provision.

1.1.3. Contractual Documentation

A. Contract

The document specifying the subject of the Contract and the specific clauses by which it is governed at an economic and administrative level. Forming part of the contracts are:

a. Purchase orders
b. Subcontracting orders
c. Supply contracts with any eventual on-site services
d. Service contracts

B. General Conditions of Purchase

This document contains the **General Conditions** governing the contract.

C. Technical specifications, Technical Contract and Designs

Containing the technical and functional characteristics, any standards of reference for the construction, acceptance and testing of the products supplied. Forming part of the technical specifications are:

a. Data sheets
b. Technical drawings
c. The Quality Control Plan
d. Technical manufacturing instructions or other technical procedures

1.2. Discrepancies between contractual documents

With reference to the contractual documents mentioned in Article 1.1.3, it is specified that, in the event of discrepancies or incompatibility between such, the prevalence is determined by the following order:

a. Contract
b. General Conditions of Purchase
c. Technical specifications, Technical Contract and Designs

d. Appendices (letters of award, tenders from the Supplier)

1.3. Applicability

The following General Conditions of Purchase apply to all provisions of goods and services covered by the Contract in favour of Tamini Trasformatori S.r.l., whereby not expressly exempted in the cited Contract. Hence, any eventual provision differing from these General Terms of Purchase, or any purchase/supply conditions of the Supplier, shall be binding to Tamini only upon acceptance in writing. The receipt of the provision of goods and services or the completion of payments does not imply and may in no case be interpreted as acceptance by Tamini of conditions other than these General Conditions of Purchase. The fulfilment of the object of the Contract represents the Supplier's complete acceptance of these General Conditions of Purchase, as well as of the Special Conditions specified in the Contract, pursuant to Article 1327 of the Italian Civil Code.

1.4. Insurance

Prior to commencing any activities relating to the Contract, the Supplier is obliged—without any limitation to its contractual responsibilities—to attest to, for the purposes of completion of the Contract, being in possession of an insurance policy, taken out with one of the leading companies of national importance, covering all types of damages arising directly or indirectly from the carrying out of their duties, through to the expiry of the warranty period of the provision. To this end, the Supplier undertakes to produce the original copy of the insurance policy or policies declaration appendix, containing the explicit attestation of the payment of insurance premiums and the waiver of the right to recourse by the insurance company in respect of Tamini and any third parties involved in various capacities in the execution of the activities. The cap must not be less than €5,000,000.00 per claim. Any reimbursement to third parties by way of compensation shall be paid without any deductions, which shall be deemed as being fully borne by the Supplier. Prior to the expiry of the term of validity of the insurance contract, it will be the responsibility of the Supplier to send proof of renewal of the same to Tamini's representative, referred to in Article 0, via a declaration issued by the Insurance Company, at the risk of the termination of the Contract upon default.

1.4.1. Insurance for on-site provisions

In the event of on-site provisions, in addition to that specified in Article 1.4, the Supplier is required to certify being in possession of an insurance policy, stipulated with a primary company of national importance, to cover professional accidents, via a special declaration issued on letterhead by the company itself.

1.5. Third-party claims and indemnity clause

The Supplier is responsible for any events that cause damage to third parties as a result of the provision or which occur on the worksite by reason of its own doings or those of its auxiliaries, sub suppliers and/or collaborators and sub-contractors. The Supplier thus always guarantees Tamini and undertakes to hold the latter harmless and indemnified against any claim brought by third parties.

1.6. Industrial and commercial property

Whereby execution of the supply or provision is reliant on holding a licence, the Supplier undertakes to utilise its authorisation in such a way as to ensure that the execution is carried out in a form equivalent to that for which the licensor intended.

The Supplier undertakes to communicate in writing any eventual adoption of any license.

The Supplier warrants Tamini at all times and undertakes to keep Tamini harmless against any claim and/or request by holders or concessionaires of patents, licenses, designs, trademarks or other rights, concerning the supply as well as the materials, processes and means employed in the execution of the Contract. The Supplier also accepts to take action in any case brought before Tamini, without prejudice to the right of the latter to be compensated by the Supplier for damages and expenses that are incurred due to such reasons.

The Supplier shall also be obliged to obtain any concessions, licences and authorisations necessary for carrying out the Contract, bearing the relevant costs.

In the case whereby Tamini is forced to replace or modify the provision, in whole or in part, as a consequence of any third-party claims, the Supplier undertakes to provide—under its own responsibility and at its own expense—any necessary substitutions and/or modifications, without there being any degradation of the quality of the provision, operating characteristics or warranty for such reasons.

Any calculations and documentation provided by the Supplier and not covered by any type of intellectual property, patents or other forms of registration are intended as being transferred to the property of Tamini, which will be able to avail of and dispose of such for any purpose, without the Supplier being entitled to claim any compensation whatsoever and, in particular, to claim rights of authorship, industrial or artistic property, and so forth.

All project documentation relating to the provision or the contracted service is strictly confidential and may not be reproduced or reused by the Supplier, in whole or in part, for other projects and/or constructions nor for parts thereof, even if with similar characteristics, without Tamini's specific written permission.

1.6.1. Patents and copyright

With the acceptance of the Contract, the Supplier recognises and accepts that the software products developed for Tamini in the execution of the agreement along with any developments of the same are the exclusive property of Tamini, without the need for any further formality, and the latter may dispose of such freely and without any constraint, without prejudice to the right of the Supplier to be recognised as the author.

Tamini's right of ownership of software products shall be deemed as extended to the pertinent operating manuals, functional specifications and any documents or information, issued on any media, delivered to Tamini by the Supplier as part of the execution of the service.

The Supplier may utilise the software products transferred to Tamini free of charge for the sole purpose of performing the service, unless the parties agree otherwise.

In particular, beyond the scope of the aforementioned software products in the context of the execution of the service, the Supplier undertakes not to utilise or employ the software products, any developments or relative media, such as they are, in any manner and for any reason without Tamini’s prior written consent.

The same cannot therefore be sold nor used by third parties without prior written consent of Tamini, which would then be entitled to the relative royalties, the amount of which should be determined in agreement with Tamini directly.

In any event, should the Supplier become aware of any breach of Tamini's rights to software products by third parties, it shall undertake to promptly notify and cooperate with Tamini to protect its rights.

For the purposes of the execution of the service, in the case whereby the Supplier uses software products for which it has been sold or granted a sublicense for use by a third party, the Supplier warrants that the same have in turn been received from the Supplier with the express permission of the owner for the availment or sublicense, without Tamini incurring additional costs and shall undertake to provide adequate information to the latter in regards to the terms set out in the relevant contracts.

In any case, the Supplier undertakes to keep Tamini harmless and indemnified against any claim and/or action that may be presented by third parties in relation to the software products covered by the Contract. To this end, Tamini shall notify the Supplier in writing of any action or claim made against Tamini.

Whereby, during the execution of the service, the Supplier develops programs and/or projects which may be considered as patentable inventions, Tamini may alternatively request from the Supplier:

A. that the Supplier itself promptly request, at its own expense, the issue of a patent and transfer of the right to use the same to Tamini, free of charge and exclusively;

B. that the Supplier cedes to Tamini, free of charge, any and all documentation and information necessary for Tamini to obtain the relevant patent;

C. that the Supplier obtains, in the name and on behalf of Tamini and at Tamini's expense, the relevant patent.

1.6.2. Duty of confidentiality

The Supplier is obliged to maintain absolute confidentiality regarding the Contract and all documentation, designs and information relating to the subject of the Contract and undertakes to utilise the same for the sole and exclusive purpose of carrying out the object of the Contract, refraining from publishing or otherwise disseminating to communicate—in any form—the aforementioned documents and drawings or any other information and data to third parties, of which it may become aware in the context of the completion of the Contract and is not to disseminate or otherwise disclose to any third party without Tamini's prior written consent, except in cases whereby the Supplier must comply with regulatory or legal obligations or requests from Italian or foreign Authorities, to which they cannot object with a reasoned refusal, or else upon such information already being in the public domain or already in the possession of the Supplier at the date of issue of the Contract, or has entered the public domain in the meantime for reasons other than breach of contract.

The violation of this obligation gives rise to Tamini terminating the Contract pursuant to and for the effects of Article 1456 of the Italian Civil Code.

It is understood that the above confidentiality clause retains its effectiveness for three years after the conclusion of the Contract.

1.7. Amendment of the Contract and project

1.7.1. Changes and variations made by Tamini

Tamini will undertake—in the event of additional supplies or services and where envisaged, any additional provisions or, upon modifications to the original project—to verify if any conditions requiring contractual alterations are satisfied exist. Should the variant call for a change in the original design, resulting in the application of new prices, Tamini shall issue a revision of the Contract.

In the reviewed Contract, the new contractual terms and conditions are to be outlined, including any new prices, with the latter being formulated taking into account all of the contractual provisions by way of analogy or determining such with the contracted prices for materials similar or—whereby such is not possible—analytically on the basis of the materials on the start date of reference of the contractual price.

Through the transmission of the aforementioned revised Contract, Tamini shall provide formal and written communication to the Supplier regarding the new contractual conditions. Within a period of 5 days from the receipt of the same notice, the Supplier in turn must state in writing whether it intends to accept the continuation of the supplies and any additional provision, under the conditions proposed by Tamini or, in the case of non-acceptance of the same, the conditions under which it intends to complete the provision and any other services. Should the Supplier not respond to Tamini's communication, it is understood as a manifestation of the intention to accept the variant under the conditions proposed by Tamini. Within 45 days from receipt of the Supplier's declaration, Tamini shall communicate its determinations. If Tamini does not communicate its deductions within the time limit specified above, the conditions put forth by the Supplier shall be deemed as accepted.

The execution of such supplies and any eventual provisions shall entitle the Supplier to request the transfer—proportionate to the extent of the supplies and any provisions—of the time limits for completion. In any case, the entrusting of additional supplies and/or provisions shall not give rise, beyond the payment relative to the same supply and/or provisions, to special compensation being due for lack of staff or loss of the use of plants, construction sites, provisional works and materials or for any interference, nor to compensation or reimbursements.

1.7.2. Variations requested by the Supplier

Without Tamini's prior written consent, the Supplier may not make any variation—of any nature or extent—to the Contract, both with regard to the technical and/or contractual requirements nor concerning the documents approved by Tamini in relation to the supply. Changes not previously authorised by Tamini shall not give the right to payments or refunds of any kind and in any case do not modify the obligation to perform the service in accordance with the technical and/or contractual requirements.

1.8. Sub-contracts

The Supplier may not entrust to third parties—in whole or in part—the production and/or supply of the goods or services without Tamini's prior written permission. The Supplier, in entrusting the execution of all or part of the provision to third-party suppliers authorised by Tamini pursuant to Article 1.8 (hereinafter, referred to as *Authorised Third-party Suppliers*), is not relieved from the obligations and responsibilities assumed towards Tamini. For the purposes of obtaining Tamini's prior written authorisation referred to in this Article 1.8, the Supplier shall communicate in writing the name and address of the Third-party Supplier's registered

office and place of production, along with the activities it has been entrusted and any other information that Tamini may consider useful and necessary.

In any case, for all supplies entrusted to Authorised Third-party Suppliers, the Supplier undertakes to also ensure that such Authorised Third-party Suppliers complete the provision in accordance with the procedures required by Tamini, in compliance with these General Conditions and in particular Article 1.6. In the event of completion by each Authorised Third-party Supplier of one or more acts prohibited under these General Conditions and as set out in Article 1.8, upon a simple request from Tamini, the Supplier shall cease any relationship and resolve the relative rapport with the Authorised Third-party Supplier in question and shall ensure that the latter immediately ceases any activity relative to the provision now delegated.

In the event that the Supplier subcontracts even a part of the supplies without prior authorisation, Tamini may avail of the option to terminate the Contract, such constituting a serious breach of the Supplier's contractual obligations, pursuant to and for the effects of Article 1456 of the Italian Civil Code.

The resolution of the subcontracting shall involve the Supplier—whereby qualified to execute the activities subject to the Subcontract—directly taking on the relative activities, at no additional charge for Tamini and without prejudice to any damages suffered by Tamini, and does not entitle the Supplier to demand from Tamini any claims, damages or alterations to the contractually-agreed terms.

1.9. Code of Ethics and organisational model

The Supplier, in executing the Supply Orders, undertakes, on its own behalf and pursuant to Article 1381 of the Italian Civil Code, for its employees, consultants, collaborators, and any Authorized Third-Party Suppliers, to adhere to the ethical and behavioral principles that TAMINI has set forth in its Code of Ethics and Organizational Model, which can also be consulted at www.tamini.it.

We would like to specify that Tamini Trasformatori S.r.l., in conducting its business and managing internal relationships, refers to the principles contained in its Code of Ethics. Tamini Trasformatori S.r.l. has also adopted an Organizational and Management Model in compliance with Article 6 of Legislative Decree 231/2001, which can also be consulted at www.tamini.it, with the aim of preventing specific crimes, both in Italy and abroad. In this regard, it is specified that the Supplier is subject to the principles of the Model pursuant to Legislative Decree 231/01 in relation to the activities carried out in accordance with these General Conditions.

Tamini Trasformatori S.r.l. has also adopted the Terna Group Anti-Corruption Guidelines to prevent public and private corruption in Italy and abroad, which can be consulted on the website www.terna.it; it has also adopted a Corruption Prevention Policy in accordance with the principles of UNI ISO 37001:2025 (integrating the already existing Policy on quality, health, and safety at work), to further strengthen the prevention of possible corrupt activities in both the private and public sectors.

Therefore, in performing the activities in accordance with these General Conditions, the Supplier guarantees and undertakes not to engage in any behavior contrary to the principles contained in the Code of Ethics, the Model pursuant to Legislative Decree 231/01, and the anti-corruption guidelines.

Any violation of the provisions contained in the aforementioned documents by the Supplier may entitle Tamini Trasformatori S.r.l. to terminate the existing relationship with immediate effect, pursuant to Article 1456 of the Italian Civil Code.

In accordance with the provisions of EU Directive 1937/2019, transposed in Italy with Legislative Decree No. 24 of March 10, 2023, the Company uses a "whistleblowing" IT portal as a channel to receive reports, including from external parties. Therefore, violations, including potential ones, of the principles contained in the Code of Ethics, the Model pursuant to Legislative Decree 231/01, and the anti-corruption guidelines can be reported via the following link: https://whistleblowing.terna.it/

1.10. International Sanctions

Each Party hereby represents and guarantees, in its name and on behalf of its directors, officers and employees:

(i) to comply, in the conduct of its business, with the international sanctions legislation applicable to it, namely any laws, regulations, decrees or orders or other restrictive measures measure concerning any trade, economic or financial sanction, embargoes or restrictions adopted, issued, administered, implemented or imposed from time to time by or in:

a) the United States of America;

b) the United Kingdom of Great Britain and Northern Ireland;

c) the United Nations;

d) the European Union;

e) each Member States of the European Union;

f) any body, agencies or authorities owned by or acting from any of the jurisdictions/entities referred to in a) to e) above;

(the "**International Sanctions**");

(ii) not to be subject, directly or indirectly, to any International Sanctions;

(iii) not to be, directly or indirectly, owned 50% or more, individually or in aggregate, or controlled by one or more persons or entities subject to International Sanctions and/or not to act, directly or indirectly, on behalf of one or more persons or entities subject to International Sanctions; and

(iv) that is not located in, organized, resident in nor operating from any country or territory that is subject to comprehensive country wide or territory wide International Sanctions which create a general, export, import, financial or investment embargo, being, as of the date hereof: Cuba, the Crimea region of Ukraine, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic, the non-government controlled areas of Zaporizhazhia and Kherson, Iran, North Korea and Syria (the "**Embargoed Jurisdiction**");

Each Party undertakes not to conduct any business, including in the performance of this Agreement that may be in violation of International Sanctions or that may reasonably result in it being in violation of International Sanctions, including, in particular:

i to comply, in the conduct of its business, with International Sanctions legislation applicable to it;

ii not to be located, organized, resident in nor operating from any Embargoed Jurisdiction;

iii not to conduct any business, transactions or activities with or involving any Embargoed Jurisdiction or person or entity subject to International Sanctions.

The Parties expressly acknowledge and accept that each of them may withdraw from this Agreement at any time in case one of the following events occurs:

a) the object of this Agreement becomes subject to International Sanctions;

b) any other Party of this Agreement becomes subject to International Sanctions; and

c) any other Party of this Agreement, during the term of this Agreement, can no longer confirm the declarations and/or comply with the commitments referred to in the present article.

Any circumstance that could lead to the withdrawal pursuant to this Article shall be communicated immediately by the Party involved to the other Parties, with the commitment of the Party involved to verify the appropriate remedies in order to avoid the aforementioned withdrawal.

In the event that the Party involved has not adopted or has not been able to adopt appropriate remedies, approved by other Parties, within a maximum period of 15 days from the occurrence of the circumstances, the following events occurs:

(i) any discussion between the Parties shall be immediately interrupted and no further Confidential Information shall be exchanged, without prejudice to the Confidential Information already exchanged which shall remain subject to the confidentiality obligations under this Agreement;

(ii) the obligations of the other Parties to perform any activities related to this Agreement will cease with immediate effect;

(iii) no indemnity and/or compensation of any kind can be claimed as a consequence of the withdrawal exercised by a Party.

In the event that the representations and guarantees given by each Party pursuant to the present article are, in whole or in part, false and/or the undertakings referred to the present article been violated, the other Parties shall be entitled to exercise the right to terminate this Agreement immediately, without prejudice to the right to compensation for any loss/damage/cost/expense.

Each Party which has violated its obligations under the present article shall in any event be obliged to indemnify and hold the other Parties harmless from any consequence and/or damage as well as from any kind of claim, action and/or reason, even of a compensatory nature, that third parties may make or even only threaten against the other Parties and their Groups.

1.11. Tamini's representation

Throught its representatives, Tamini's representation in carrying out the activities subject to the Contract is tasked with monitoring the Supplier's perfect observance of any of the provisions contained in the Contract itself and of those in any case issued by Tamini throughout the execution of the activities.

All communications relating to the provision or service shall be sent to Tamini's representation in writing.

1.12. The Supplier's representation

Upon acceptance of the Contract, the Supplier shall designate its own representative and a proxy, as manager of the undertaking. These persons shall be responsible for all responsibilities resulting, in accordance with the provisions in force, from the technical and administrative conduct of the supplies or services. It is agreed that the Supplier's representative or their proxy shall also assume the Supplier's representation for on-site services, unless otherwise envisaged in the Contract.

The Supplier's representative and proxy must be in possession of the legal requirements, be equipped with the necessary delegations, have adequate technical competence and full knowledge of all contractual clauses.

The Supplier may not designate the representative or their substitute unless Tamini has approved and must arrange for their replacement immediately and without charge for Tamini, in compliance with the rules in force, should Tamini communicate their lack of approval. It is also agreed that the Supplier's representative or their proxy must be available at all times throughout the duration of the activities covered by the Contract so that no transaction is delayed due to their absence.

1.13. Communication

All communications from Tamini to the Supplier (notifications, instructions, provisions, the transmission of data and designs, and so on) shall be made exclusively in writing at the Supplier's domicile, as stated in the Contract. Upon any change to such domicile, the Supplier must inform Tamini via registered letter; failing such, the communications will be regularly acquired once received at the previous address.

In due time, the Supplier is obliged to request from Tamini the instructions, documents and/or designs necessary and/or useful for the performance of the Contract, without prejudice to—in the absence of such request—Tamini being opposed to the lack of timely information under any circumstances.

All communications from the Supplier to Tamini will be made exclusively in writing at the address specified in the Contract.

1.14. Document filing

The Supplier undertakes to activate and maintain in operation at its premises, throughout the period of execution of the Contract, an organised system of collection and storage of all technical documentation (project documents, certification documentation, and so on) concerning the supply (hereinafter, the "Archive"), in order to facilitate the identification of documents in relation to the components of the provision and the activities to which such pertain. The Supplier is to ensure that Tamini has free access to the Archive at all times. In the absence of any different provision in the technical specifications, Tamini's documentation of interest stored in the Supplier's Archive shall be delivered to Tamini directly on the date on which the Contractual delivery deadline falls. In particular, the Supplier shall have to deliver to Tamini, by way of non-exhaustive example, the following documentation:

- papers issued in an "as-built" edition;

- certification documents;

- maintenance and operation manuals.

1.15. Surveillance

Through Tamini's representative personnel and pursuant to Article 0, Tamini has the right to monitor and verify the Supplier's perfect observance of all Contractual dispositions and regulations issued by Tamini throughout the course of the provision, as well as the Supplier's correct and timely performance of all of activities necessary for the execution of the Contract. To this end, Tamini's authorised personnel may at any time, during normal working hours, enter the places where such activities are carried out.

The controls and checks performed by Tamini personnel, even in the absence of objections on the part of the same, do not free the Supplier from the obligations and responsibilities involved in the proper execution of the Contract and the compliance of the Supply to the terms of Contract, nor release such from the responsibilities arising from the provisions of the laws and/or regulations. Such monitoring and inspections may not, moreover, be invoked by the Supplier as justification for any delay and/or non-compliance by the Supplier, on the grounds that such cause interference in the conduct of activities, including the use of tools, machinery and materials.

1.16. Protection of personal data

In accordance with and for the purposes of the Privacy Policy, it is hereby declared that any personal data acquired as part of the execution of the Contract is collected and processed also with the aid of electronic means, exclusively for the purposes related to the same, or to comply with legal obligations. In this respect it should be noted that:

A. the acquisition of all data requested on each occasion is an indispensable prerequisite for the establishment and conduct of the rapports indicated above;

B. the personal data acquired as well as that processed shall not be communicated and disseminated beyond the extent permitted by law nor to non-EU countries;

C. the personal data will be kept by the Data Controller, in full respect of the principles of necessity, minimisation and limitation of retention, through the adoption of technical and organisational measures appropriate to the risk level of the processing, for a period of time not exceeding the achievement of the aforementioned purposes for which it is processed, for the duration of the contractual relationship and for the period required by the law;

D. in regard to the existence and processing of personal data concerning them, the Parties have the right to exercise their rights under Privacy Legislation, such as the right of access, right of rectification and revocation of consent, right to be forgotten, the right to limitation of processing, the right to data portability and the right to object to processing.

It is also noted that the "Data Controller/Joint Data Controller" of the data processing is Tamini.

All requests relating to the exercise of the rights of the data subject must be addressed to:

Tamini Trasformatori S.r.l., Registered office in Legnano (MI), Viale Cadorna 56/A, or forwarded by emal to: privacy@tamini.it

1.17. Vendor rating

Tamini observes *Vendor Rating* criteria for assessing the reliability and quality of the products/services supplied, with the dual purpose of stimulating suppliers to improve their performance and optimising purchases with a system that offers the most objectively possible choice of the most affordable products/works/services globally.

The utmost significant aspects, monitored throughout the entire period of time characterising a supply/provision, since the call for tenders, are as follows:

- the quality of products/works/services offered;

- punctuality/flexibility in delivery;

- proper conduct (compliance with clauses, rules and laws).

1.18. Execution at the contracted Suppliers' expense

If Tamini finds that the Supplier is not correctly executing the supply or is not properly accomplishing the eventual provision in accordance with the project, it can assign a peremptory term for the adaptation of the same to the design documents. If the Supplier does not comply with the execution of the supply/service ordered by Tamini, even after the assignment of a fixed time period commensurate with the urgency of the same, Tamini has the right to proceed directly with its execution by using, to this end, its own organisation or that of third parties and has the right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code.

Any increased costs in respect of those deriving from the application of the Contract that Tamini may have to sustain shall be borne by the Supplier.

Should Tamini detect any arbitrary suspension or overt, repeated, unmistakable slowdown in the execution of the supply/service, resulting in but not limited by the insufficient availability of tools, inadequate qualified staff responsible for the execution of the Contract, or from organisational inefficiencies that affect the compliance with the supply/service from the Supplier within the Contractually agreed terms, resulting in a delay in the completion of the same, Tamini may assign a mandatory time limit within which the Supplier shall take the necessary corrective measures and actions essential to recover the aforementioned delay, preliminarily shared with Tamini directly. Whereby the Supplier does not comply with the execution of the corrective measures and operations necessary, even after the assignment of a fixed time period commensurate with the urgency of the supply/provision, Tamini has the right to proceed directly with their execution by using, to this end, its own organisation or that of third parties and has the right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code.

2. Supply of goods and products

If not otherwise envisaged in the Contract, all the phases necessary for the realisation of the Supply (design, construction and testing) along with any on-site requirements will be completed by the Supplier, with its own resources and means, without prejudice to the possibility of purchasing raw materials and standard materials from third parties, along with the means of transport and lifting.

2.1. Price Invariability

The prices of the supply are understood as being fixed and invariable for the duration of the Supply Order, the parties having agreed, ex Article 1469 of the Italian Civil Code, upon the inapplicability of the provisions of Article 1467 of the Italian Civil Code.

2.2. Obligations of the Supplier

The Supplier undertakes:

a) to deliver, at its own expense, the goods and products ordered in respect of the terms and locations indicated in the Supply Order;

b) to effectuate, at its own expense, the packaging, loading, unloading, transport and delivery of the goods/products supplied, as well as the conservation and custody of the same and the eventual disposal of residual materials, ensuring full compliance with all applicable regulations; so as to permit the identification of the material subject to the provision, a copy of the document with the list of what is contained in the packaging itself is to be provided both inside and on the outside of the packaging;

c) to complete delivery, with the goods/products accompanied by a regular transport document or other substitute document that is valid according to the law, in which shall be noted the number of the Delivery Order issued in addition to the description, quantity and unit of measurement of the goods/products delivered;

d) to ensure that the goods and products covered by the supply are free from discrepancies and defects and fully comply with Tamini's requirements (such as technical specifications, quality requirements, delivery and packaging specifications) and with applicable national and EU legislation and requirements—any goods and products that are defective or not in compliance with the legal requirements or the agreed conditions shall be refused and made available to the Supplier;

e) to promptly inform Tamini of any accidental event or possible defect of the goods and products supplied, which may affect the safety of their use or processing or that renders them not in compliance with the legal requirements or the conditions agreed upon;

f) to ensure the prompt repair or free replacement of any goods and/or products that are defective or not in compliance with the legal requirements and/or Tamini's technical specifications. In any case, the Supplier will be charged any costs for disassembly, assembly and verification of defects/discrepancies and repair or replacement, as well as transport costs, without prejudice to compensation for further damages.

2.3. Transport and delivery

The conditions for the delivery and return of the goods shall be understood—save for any other provisions contained in the Supply Orders, DDP (carriage paid, hence including costs for packing, transport, customs and insurance charges)— as being at Tamini's headquarters/establishment indicated in the Contract. Delivery of the goods to the carrier or courier shall not release the Supplier from the obligations regarding delivery of the goods. Fractional deliveries are not permitted without Tamini's prior written authorisation.

The Supplier must undertake to obtain all permits, authorisations and/or licenses required for the completion of the provision, with the exception of those that the law expressly delegates to the Purchaser, for the production of which the Supplier in any case undertakes to provide—where required—all assistance and/or documentation necessary. The Supplier guarantees that the selected carriers comply with all laws and/or regulations in force and, in particular, the traffic laws along with the regional, provincial and municipal highway and rail regulations. Deliveries will have to be made during the normal working hours observed by Tamini's personnel, giving the recipient a notice of not less than 3 (three) working days.

In the case of Supply from a country not belonging to the European Union, the Supplier shall be obliged—prior to shipment—to transmit to the Tamini division indicated in the Contract, the name and the telephone number of the shipper, which is to contact the cited division in good time for the fulfilment of its appointed duties.

2.4. Acceptance of supplies

The acceptance of the supply is in any case conditional on Tamini's successful testing/verification of the same. Upon the testing/verification having a negative outcome, the Supplier shall undertake to replace and/or restore the functionality of the goods/products supplied within the deadline set by Tamini in agreement with the Supplier, save for the right to claim for damages for non-delivery and/or the application of any penalties for late delivery pursuant to Article 4.2.

Tamini shall not be liable for excess supplies not previously agreed upon between the Supplier and Tamini, which shall be refused at the Supplier's expense.

It is expressly agreed that, notwithstanding the provisions of Article 1495 of the Italian Civil Code, any defects and/or lack of apparent quality detected during normal use may be reported to the Supplier via written communication, within 20 (twenty) days of discovery. At its sole discretion, Tamini may require the Supplier replace or repair the defective product. All costs for repair or replacement remain at the total expense of the Supplier.

2.4.1. Tests and trials

The Supplier shall adopt a proper system of identification for the components supplied and for the correlation of the same to the registered test results, in order to facilitate the proper verification of the compliance of the parts supplied with the contractual requirements and technical provisions issued by the Supplier.

Tamini is entitled to request further verification, in particular where tests indicate that the supply or parts thereof are not fully compliant, or whereby the testing schedules submitted by the Supplier prove insufficient. The Supplier must in any case consent to any requests for further verification by Tamini, both on

the supplies underway as a whole and on specific provisions and must enact any useful and/or necessary action to satisfy Tamini's requests.

The supply shall be subject to checks and tests on the basis of the technical specifications, applicable technical standards and where envisaged in the Quality Control Plan (QCP). Where the QCP envisages testing at the Supplier's factory, the Supplier shall give notice regarding the commencement of the testing within the time limits specified therein. Tamini reserves the right to have its agents and customers check and be present for the factory tests executed by the Supplier. The Supplier may dispatch the supply only upon express authorisation from Tamini, which is free to request a delay in shipment. The factory tests shall be carried out by the Supplier during normal daily working hours. The successful outcome of the factory tests shall be certified in an appropriate report drafted and signed by the Supplier.

2.5. Transfer of ownership

Without prejudice to Tamini's right to refuse goods and products that do not comply with the requirements, ownership of the goods and products shall pass to Tamini at the time of delivery at the place indicated in the Supply Order.

2.6. Chronological programme and contractual terms

The chronological programme attached to the Contract sets out the delivery dates for the supply as well as the contractual delivery terms. In the case of *Purchase Orders* or *Subcontracting Orders*, the chronological programme is to be defined by the delivery dates of the individual order positions shown on the orders themselves.

The chronological programme shall be executive and, in any case, obliges the Supplier to comply with all the time frames indicated therein. In agreeing to these terms, the Supplier has taken due account of all the risks related to the execution of the Contract and in particular those pertaining to environmental conditions and the possible need for coordination with other Suppliers and/or Contractors.

In the event of delays in activation by the Supplier, Tamini reserves the right to apply a sum by way of a penalty to the Supplier as indicated in the following Article 4.2, without prejudice to Tamini having the right in the event of the delay reaching 30 (thirty) calendar days to avail of the resolution cause, pursuant to and for the effects of Article 1456 of the of the Italian Civil Code.

This is expressly without prejudice to compensation for further damages in addition to the amount of penalties as defined in the following Article 4.2.

2.6.1. Shifting the contractual terms

In the event of interruption or delay in the execution of the Supply, determined by one or more of the causes listed below, the Supplier has the right to request an extension of the contractual terms for a period to be agreed upon but in any case not exceeding the duration of the event which led to the interruption or delay.

The Supplier shall in any case submit to Tamini, at the risk of revocation, a written request for extension, duly substantiated and documented, within 30 (thirty) days from the event of impediment or alternatively from the date on which it became aware of the issue, and in any case with reasonable advance notice in respect of the contractual term.

Once the Supplier's right to an extension has been established, Tamini will issue a variation to the Contract indicating the new contractual terms, substituting all of the effects the original agreement; notwithstanding

the above, the said alteration—even if due to causes independent of the will of the Supplier—does not justify the latter requesting greater compensation.

Upon a specific variation to the Contract, Tamini has the right to modify the expiry dates of the contractual terms set out in the chronological programme.

Advance delivery is not permitted in relation to the contractual terms, unless expressly agreed upon or requested by Tamini in writing.

2.7. Designing entrusted to the Supplier

Whereby the Provider is to carry out, on the basis of the technical documentation supplied by Tamini, the design of the Supply along with any options and variations required by Tamini in accordance with the terms of this document and in the relevant Contract, the same shall be performed in accordance with:

1. Tamini's requirements;
2. the legal regulations applicable at the time of completion of the Contract;
3. the forms and dimensions established by Tamini as binding.

In any case, the design must be executed to industry standard, with the expertise, prudence and professional diligence normally required in relation to the nature of the activity undertaken. The Supplier thus expressly undertakes to acquire the necessary knowledge and skills prior to proceeding with the execution of the project, so as to ensure that the Supply contains all of the safety requirements and features required, in perfect correspondence with the purpose for which it is intended.

2.8. Supply for manufacturing purposes

The Supplier shall take responsibility for any supplies Tamini provides for manufacturing purposes under the Contract, having to install such in the overall provision as indicated in the project, under its own responsibility and expense. The Supplier will be responsible for requesting such supplies from Tamini ahead of time.

Tamini shall be in charge of the dispatch of such supplies.

2.9. After-sales service

Following the expiry of the warranty period, the Supplier undertakes to make available—where envisaged in the Contract and within the terms indicated therein—its technical and commercial organisation of after-sales assistance. The Supplier is obliged to inform Tamini in good time regarding any interruption to the production of the Supply.

3. Provision of services

3.1. Price Invariability

The Supply prices are fixed and invariable for the duration of the Supply Order. Also pursuant to Article 1469 of the Italian Civil Code, the applicability of the provisions of Article 1467 of the Italian Civil Code and 1664 of the Italian Civil Code is excluded.

3.2. Obligations of the Supplier in the provision of services

The Supplier undertakes:

a) to obtain all permits, authorisations and/or licenses required for the completion of the service, with the exception of those that the law expressly delegates to the Purchaser, for the production of which the Supplier in any case undertakes to provide—where required—all assistance and/or documentation necessary;

b) to comply with all obligations relative to the execution of the Contract that are completely and exclusively the responsibility of the Supplier, to the exclusion of those explicitly falling under Tamini's contractual responsibility; it is understood, therefore, that the wording in the Contract regarding the obligations and duties paid by the Supplier shall be construed by way of mere example without limitation;

c) if not otherwise envisaged in the Contract, to take charge of all the stages relative to the conduct of the service in complete autonomy, with the organisation of the necessary means and management at its own risk, and with the diligence required by the nature of the services provided, without prejudice to the possibility of purchasing from third parties raw materials, software products licenses necessary for the completion of the service, along with the means for transport and lifting—to this end, the Supplier must be equipped with the machinery, tools, equipment, supplies and all else necessary for the execution of the service, with all materials used to be kept in a proper state of efficiency without constituting a source of danger to the work environment;

d) to properly and diligently utilise the areas, premises, facilities and installations owned by Tamini and any third parties and/or customers of Tamini, in any case affected by the works, and to provide for any subsequent repairs, restorations and compensation in the event of any damages;

e) to fulfil the Contract with the employment of the capital and means necessary and assuming the risk of the enterprise under and for the effects of Article 29 of Legislative Decree no. 276 dated 10th September 2003.

3.3. Safety provisions

With regard to the observance of the legal regulations on health and safety, referred to in Legislative Decree 81/08, the Supplier will cooperate with Tamini for the purposes of the implementation of prevention measures against workplace risks, by participating in coordination meetings, operating in first person in the evaluation of the specific risks for its activities and ensuring a continuous flow of information in relation to

the undertaking of the processes. The cooperation and coordination activities for preventative and protective operations shall be directed towards:

a) verifying risks in the workplace;

b) communicating such risks to the Supplier;

c) determining the specific risks arising from the activities of the Supplier's operators;

d) verifying any eventual interferences deriving from the activities;

e) drafting a Unified Interference Risk Assessment Document, with an indication of the measures to be taken in relation to the Contract in question so as to eliminate any interference—this document will form an integral part of this Contract and the Parties are to retain an original copy.

The Supplier undertakes to provide all workers with an identification document bearing a photograph, to inform them about the correct and necessary utilisation, and to constantly monitor usage. It will also provide workers with the necessary clothing, which will also differentiate them from other Tamini workers in order to facilitate immediate identification.

The Supplier shall specify the health and safety costs arising from the Contract.

The Supplier also undertakes to hold periodic meetings in order to convey the necessary information to the workers, to prevent workplace accidents, and agrees to provide each employee with the personal protective equipment deemed necessary for carrying out work activities, monitoring the consistent and correct use thereof.

Prior to any worker accessing Tamini's structure/work area, it is necessary to submit:

a) the worker's documentation;

b) health certification proving suitability for the job;

c) documentation certifying to basic and specific training, according to the State-Regions 21/12/2011 agreement;

d) the documentation certifying training in the use of the equipment (by way of a non-exhaustive example, enabling the operation of lifting work platforms, forklifts, and so on) in accordance with the State-Regions 22/02/2012 agreement.

3.4. Service personnel

3.4.1. General information

The Supplier shall provide for the conducting of the services covered by the Contract with suitable personnel, having proven and adequate capacity—both qualitatively and numerically—for the requirements relative to the performance in terms of the costs and obligations arising from the Contract. In particular, it must make use of all the common, qualified and specialised manpower necessary for completing the contracted services within the time limits set out in the Contract.

The labourers employed in the performance of the service hired for a specified or indefinite period by the Supplier according to the standard and regular employment contracts or those self-employed in accordance with the current discipline of the sector are to be subject—even whereby the service is performed on Tamini premises—to the exclusive power of the organisational, managerial and disciplinary powers of the Supplier that is responsible for any damages to persons or property caused in the performance of the Service, being entirely and solely liable for any compensation, without the right for recompense or remuneration from the Purchaser. To this end, the Supplier undertakes to enter into a specific insurance policy pursuant to Article 1.4 and expressly undertakes to indemnify and hold Tamini harmless from any and all claims for compensation and/or remuneration brought against the said Purchaser by any party.

Following Tamini's explicit request, the Supplier must prove having paid all labourers employed for the performance of the Contract the remuneration and social security contributions due to them, by sending to the same a copy of the work documentation relating to them and producing proof of contributory conformity issued by the mandatory social security entities.

In any case, the Supplier shall not be entitled to any additional compensation whereby it proves necessary to alter the quality and/or quantity of the personnel to be employed in order to satisfy the contractual requirements.

The Supplier is obliged to employ staff of Tamini's liking and is required to proceed with the removal and/or replacement—in compliance with current regulations and without any charges to Tamini—of any staff upon Tamini's request. Upon exercising this option, the Supplier must undertake to replace any *persona non grata* no later than 2 (two) days from receipt of such communication.

The Supplier also undertakes to ensure the replacement of staff absent for holidays and in a timely manner in the case of illness, and so on, in order to avoid disruption in executing the service.

The Supplier shall also ensure that child labour, undeclared labour or equivalent forms of exploitation are not in use.

The Supplier is held solely responsible for the work of its personnel employed in the performance of the service.

The Supplier is obliged to provide said workers with appropriate work garments, suited to the characteristics of the activity to be carried out and bearing identifying text (to be agreed upon with Tamini) that display the name of the company to which they belong.

The staff on duty will have to maintain a considerate and appropriate demeanour. In particular, all deeds and documents of which they become aware during the performance of the service shall be kept strictly confidential.

The staff concerned are prohibited from using Tamini facilities and equipment (photocopiers, telephones, and so on) that are outside the scope of the service carried out.

The Supplier undertakes to recall and—where appropriate—replace staff who do not maintain irreproachable conduct.

In relation to the service covered by the Contract, the Supplier undertakes to complete such at the Tamini premises by providing, where appropriate, staff with Notebooks and versions of the application packages pertaining to the project in full autonomy and competence. The Supplier must ensure the correct configuration of the work suites and the installation of appropriate antivirus software that permits the connection of the consultant's Notebook to the corporate intranet.

3.4.2. Rules of conduct for accessing and using Tamini's information systems

Access by the Supplier's personnel and subcontractors to Tamini's network and systems as well as the use of corporate applications and services (computers, networks, system and application software, communication services, and so on), is permitted exclusively for the performance of the activities covered by the Contract and is always bound by compliance with the rules of "safe" use established by Tamini, including the following rules of conduct:

a) access must be implemented in compliance with the assigned scope and limited to technological components, processing and information instrumental to the performance of the activity covered by the Contract;

b) the credentials for accessing the systems are strictly personal, must not be given to others and are to be managed and protected according to Tamini's regulations, communicated at the time of their issuance;

c) any email inbox provided by Tamini on the company server—whereby necessary for conducting the contractual activities—is not to be used with interlocutors beyond the contracted activities nor for non-contractual activities (personal messages, chain letters, etc.);

d) any email messages containing data that Tamini classifies as being for restricted use, permitted whereby aimed at carrying out the activities covered by the Contract, can be exchanged only if protected by means of appropriate encryption tools.

3.4.3. Economic compensation of personnel

The Supplier undertakes to fully respect collective labour agreements and to observe all regulations concerning social insurance and all taxation, social security, pay, welfare, social security and accident insurance matters; the Supplier also undertakes to pay all contributions due in accordance with the current legislation regarding employer-employee relationships, services, social security and the employment of labour, as well as to regularly and punctually pay the due remuneration to its employees along with the legal contributions and duties, including fiscal dues. The Supplier undertakes, in accordance with and for the purposes of Article 1381 of the Italian Civil Code, to ensure that the aforementioned contractual and regulatory obligations are also fulfilled by any Authorised Third-party Suppliers. Consequently, the Supplier guarantees that its staff and any Authorised Third-party Suppliers shall have nothing to claim against Tamini for the activities carried out by the same in execution of the Supply Orders, for any right and/or reason. The Supplier undertakes to hold harmless and indemnify Tamini regarding any eventual claims that may be presented by the said personnel against it and thus to reimburse Tamini—upon the first written request and without any exception—any amount that Tamini is required to pay the staff, for any reason, in light of any judicial and/or administrative executive order issued in respect of Tamini, along with any expenditure Tamini is obliged to incur in relation to such claims, including legal expenses.

3.4.4. Protection of personnel and relative measures

The Supplier is obliged to undertake material and moral protection of the staff employed in any case responsible for the performance of the services covered by the Contract. To this end, it is therefore obliged to observe and apply all regulations regarding workers' rights, protection, insurance and assistance.

3.4.5. Proof of compliance

Should Tamini so request, the Supplier must prove having fulfilled the payment of remuneration due to its staff and referred to in this document, it being understood that Tamini's failure to request such does not in any way exempt the company from its responsibilities.

3.4.6. Subcontractor personnel

The Supplier shall ensure that the regulations set out in this document are observed, including by any subcontractors with respect to their employees.

3.5. On-site service personnel

That reported in Article 3.4 remains valid.

3.5.1. Construction site discipline

The Supplier must maintain discipline and keep the worksites in good order, along with being obliged to have its own personnel observe the execution of the activities subject of the Contract in respect of all provisions of Article 3.4, as well as those issued by Tamini, taking timely action to enforce such. In any case, the Supplier shall remain responsible for the work of the staff it employs.

3.6. Organisation and management of construction sites

3.6.1. Worksite set-ups and temporary operations

The Supplier, taking into account the size and nature of the contracted activities and of the environmental conditions, must arrange for the design, installation, construction and maintenance of the most appropriate and efficient installations at the worksite and the provisional work necessary for carrying out the activities and their completion in a professional manner within the time set out in the chronological programme, even if amended in accordance with the Contract.

In any event, the Supplier shall not be entitled to any compensation whereby, throughout the activities, it must modify—both qualitatively and quantitatively—or replace, the worksite installations and provisional works with respect to its initial forecasts.

The Supplier must also keep on-site the appropriate reserves and spare parts for the worksite systems for which it must in any case ensure the ordinary and extraordinary maintenance, possibly by availing of its own workshop.

The Supplier must ensure that the worksites are kept entirely efficient throughout the duration of the works, even in the case of suspension, and until the date of withdrawal. In particular, the Supplier is not to move machinery and equipment from the worksite without Tamini's advance approval.

3.6.2. Construction site provisions

In the provision of the worksites, the Supplier must take due account not only of the nature of the works but also of all the components deriving from the environmental conditions.

The set-up of the worksites must be approved in advance by Tamini, failing which no responsibility shall be assumed for the same.

If, during work activities, Tamini requires the repositioning of construction set-ups and/or provisional works of the Supplier, the Supplier is obliged to promptly take action and has the right to recover the expenses incurred and documented, making the appropriate signed request with reservation of the accounting ledger, and save whereby the cause of such reposition is attributable the company itself.

3.6.3. Transport, storage and deposits

The Supplier shall provide for transport within the worksites, including all loading and unloading for the storage and deposits on the worksites themselves, for all materials, equipment and machinery required for the execution of the activities, even if supplied directly by Tamini for such purposes. The Supplier is thus obliged to provide the open spaces, deposits and warehouses needed, maintained and operated to ensure the perfect preservation of that contained therein, divided into various qualities, moreover it being its duty to compete any movement and transport of the aforementioned materials, equipment and machinery that proves necessary and appropriate throughout the operations. The Supplier is required to carry out any relocation required by Tamini, as per the regulations referred to in the third paragraph of Article 3.6.2. The Supplier shall be liable for any loss of Tamini's supplies, as well as for the deterioration and decline of such whereby attributable to the Supplier, even if only as a result of negligence.

The entry and exit of goods supplied by Tamini from such warehouses and storage sites shall be governed by Tamini's provisions.

3.6.4. Access and roads

To the extent necessary, the Supplier must undertake to ensure the public roads, owned by Tamini and third parties, are transitable and safe, being used for the performance of activities, complying with all the requirements (with particular regard to the limitations of the load) given respectively by the competent authorities, by Tamini, and by the third-party owners, in order to ensure the usability and efficiency of the roads themselves.

The Supplier must also build and maintain efficient all the service roads necessary for the execution of the activities, undertaking to restore the state of the locations following the completion of the activities themselves.

In addition to Tamini, these roads may also be used by third parties authorised by Tamini.

3.7. Coordination and subordination to other Tamini activities

The Supplier is obliged to conduct its business in such a way as not to hinder that being carried out directly by Tamini and other suppliers or contractors operating in the worksites for the proper completion of all activities. The performance of the activities covered by the Contract may, rather, be subject to the simultaneous conducting of such activities, with particular regard to the progressive arrival of machinery, equipment and facilities as well as their assembly and start-up.

In any event, the Supplier must maintain appropriate contact with such suppliers and contractors in order to not hinder the best coordination of the works as a whole and without such circumstance constituting a reason for the Supplier to request increased dues and/or compensation.

In the event of non-compliance with the provisions of this Article, the Supplier shall be liable for any consequences that may arise.

3.8. Execution at the contracted Supplier's expense

Should Tamini determine that the Supplier is not carrying out the provisions subject to the service or not conducting the service, has arbitrarily suspended the service or is delaying the execution of the same with respect to the contractually-agreed terms, it may assign a mandatory time limit, commensurate with the urgency of the service, within which the Supplier must fulfil its obligations. If the Supplier does not comply with the execution of the provisions ordered by Tamini, even after the assignment of the fixed time period mentioned above, Tamini has the right to proceed directly with their execution by using, to this end, its own organisation or that of third parties and has the right to terminate the Contract pursuant to and by effect of Article 1456 of the Italian Civil Code.

Any increased costs in respect of those deriving from the application of the Contract that Tamini may have to sustain shall be borne by the Supplier.

4. Accounting and acceptance

4.1. Liability and damages

The Supplier's liability throughout the provision of the supply, also considering the on-site services and until the end of the warranty period, shall be understood as referring to any damages, caused to persons and property of Tamini and/or third parties, directly and/or indirectly related to the Contract. The Supplier's liability includes any damages that may occur during the packaging, transport and testing phases as well as any other aspect necessary to render the provision complete, fully functional and suitable for the purpose for which it is intended.

For supplies with on-site services, the Supplier is responsible for the correct execution of the same, even whereby carried out by third parties.

The assessment, valuation and settlement of damages shall be conducted by the Supplier jointly with the injured parties. In any event, the Supplier undertakes to have the act of liquidation signed by persons with the legal power to bind the Supplier itself, being statements that are extensively liberating for Tamini.

The Supplier assumes full responsibility for all obligations arising from the Contract with Tamini, including for the work of its collaborators and/or subcontractors. Consequently, the Supplier undertakes to hold Tamini harmless and indemnified from any liability for accidents and/or damages that, in the performance of the Contract, may result to the personnel of the Supplier and/or Tamini, or their collaborators and/or third parties.

The Supplier undertakes to act with the utmost diligence and to take any necessary and/or appropriate action to prevent damages of any kind and nature to persons and things. Should such occur, the Supplier must in any case provide full and prompt compensation.

Without prejudice to cases of wilful misconduct, gross negligence or of breach of the provisions of law, regulations and/or requirements and the dispositions of the authorisations and permits by the Supplier and/or its representatives, vicarious agents, employees, directors, subcontractors or suppliers, the utmost liability of the Supplier for breach of contractual obligations and the consequent obligation for the payment of compensation in favour of Tamini for damages may not exceed twice the total value of the Contract.

The Supplier acknowledges that the fulfilment of certain obligations set out in the Supply Orders is essential and that Tamini will have the right, in addition to compensation for damages, to terminate Supply Orders pursuant to Article 1456 of the Italian Civil Code whereby one of the following hypothesis occurs:

a) delay in the execution of supplies, except in cases of force majeure, exceeding 30 (thirty) calendar and consecutive days as envisaged under Article 4.2;

b) failure to fulfil the obligations contained in Articles 1.6, 1.8, 1.9, 1.16, 2.2 and 3.2;

c) transfer/lease, by the Supplier, of the holding or supply/lease of the corporate branch concerning the services to which the Supplier is obliged under these General Conditions; changes to the Supplier's controlling corporate structure;

d) subjection of the Supplier to liquidation, including voluntary; submission of applications or subjections of the Supplier to composition with creditors—including extrajudicial—or other insolvency proceedings.

The specific instances for withdrawal and/or termination are regulated in the Supply Orders.

Each Party shall not be held liable for the non-fulfilment of the obligations arising from the Supply Orders, whereby and for so long as such non-compliance is the result of unforeseeable and/or unavoidable circumstances (such as but not limited to wars, natural events, acts of god, strikes and so on), which prevent the fulfilment of the contractual obligations ("Force Majeure"), provided that the Party impacted by such Force Majeure gives notice to the other Party within 48 hours from the onset of a such condition, also communicating the possible consequences and expected delay to the Supply Order.

4.2. Penalty

In the event of delay in delivery of the supply and/or in one or more phases of implementation of the same with respect to the contractual terms referred to in Article 2.6, the Supplier shall pay Tamini a penalty sum, calculated as set out below. This is expressly without prejudice to indemnification for further damages, as set out in the first paragraph of the previous Article 4.1, in addition to the amount of the penalties.

Such damages may consist either in any resulting damages, lost profit or non-profit resulting from the delayed or lower return on investment with regards to the overall operation to which the Contract pertains.

Tamini, as a rule, sends a written notice to the Supplier regarding the "onset of the applicable penalty period". The lack of such a report does not mean that the penalty shall not be applied.

A penalty of 2.5% of the total amount of the Contract shall be applied for delays of each week or fraction thereof with respect to the respective contractually-established dates, unless otherwise specified in the Contract.

The relative amounts will be withheld at the time of payment of the invoices corresponding to the activities for which the contractual term is breached or upon payment of any amount due to the Supplier in relation to the Contract or, in the absence thereof, availing of the Surety provided, in whole or in part.

Whereby delays are due to events not attributable to the Supplier, duly reported in writing to and formally ascertained by Tamini, no penalty shall be payable by the Supplier for the entire duration of such events.

Should the penalty amount reach the maximum threshold of 10% (unless otherwise specified in the Contract), Tamini may enact the termination clause.

The application of penalties in place for late completion of the provision does not exempt the Supplier from compliance with all contractual and legal obligations inherent in the proper execution of the Contract.

4.3. Billing methods

Invoices may be issued by the Supplier only after Tamini has accepted the supply.

Invoices must always indicate the reference to the Supply Order number and, as regards the provision of goods and products, to the transport document, quantities, units of measurement, prices and currency, being necessarily issued with the frequently eventually agreed upon.

In the event of any discrepancy between the Supply Orders and invoice data, the Supplier shall correct the invoices in accordance with the Supply Orders by issuing adjustment documents. Any credit and/or debit notes must refer to the original invoice, including its number and date, the transport document number and the delivery order, the Tamini codes subject to the anomaly, with the unit of measurement, the price and currency specified.

With regard to the application of penalties, Tamini will issue a special invoice or debit note (off-field VAT pursuant to Article 15 DPR 633/72 et seq.). The Supplier accepts that the payment for any penalties may be withheld from sums due from Tamini to the Supplier.

4.4. Payment

4.4.1. Payment terms

Pursuant to and for the effects of Article 4, paragraph 3, of Legislative Decree 231/2002, as amended by Legislative Decree 192/2012, the Supplier acknowledges and agrees that—unless otherwise specified in the Contract—payment of invoices shall be made in a currency established by the beneficiary, on the fifth business day of the month following the month in which the period of 90 (ninety) days falls from the date of receipt of the invoices, subject to the Tamini office receiving the Social Security Contribution Certificate, attesting to the Supplier's proper payment of welfare and social security. Invoices are to be paid via bank transfer.

4.4.2. Traceability of cash flows

To ensure the traceability of financial transactions, aimed at preventing criminal infiltration, pursuant to and for the effects of Article 3, paragraph 1 of Law 136/2010, the financial transactions relating to the activities subject to the Contract, must be made exclusively via bank or postal transfers or other payment methods able to facilitate full traceability of the operations, using one or more bank accounts dedicated to public contracts, even if not exclusively, opened with financial institutions, under penalty of termination of the Contract pursuant to and for the effects of Article 1456 of the Italian Civil Code.

The Supplier must communicate to Tamini's Supplier Budget and Administration/Accounts Payable Office, the details of the dedicated bank account within 7 (seven) days from the relative activation or, in the case of a pre-existing bank account, from its initial use in financial transactions relating to the Contract, as well as—within the same term—the personal details and tax code of the persons delegated to operate such. The Supplier shall also communicate any changes relating to the data transmitted.

The Supplier is also responsible, at the risk of nullifying the Contract, for the traceability of financial flows, in accordance with and for the effects of Paragraph 8 of the same Article.

Any financial transaction connected to the Contract must report the relevant Tender Identification Code (TIC), attributed by the National Anti-corruption Authority at the request of Tamini and, where required by law, the corresponding Unique Project Code (UPC).

The Supplier also undertakes to immediately notify Tamini and the competent Prefecture-Territorial Office of the government regarding the failure of its counterpart (subcontractor/subcontractor) to respect financial traceability obligations.

Payments shall be credited using the bank details that the Supplier is to communicate in the manner described above.

4.5. Warranty

The Supplier guarantees the proper functioning and good quality of the provision, as a whole and in all its parts, as well as its suitability for the purpose for which it is intended.

The warranty period commences upon the conclusion of the provision having been assumed and has a duration of 24 months, except as expressly set out in the Contract.

With respect to components that are substituted, repaired or modified, or on which any replacement, repair or modification has in any case been applied either directly or indirectly, the warranty period is extended by a further 24 months from the date of completion of the repair, replacement or modification.

During the warranty period, the Supplier undertakes to intervene within 48 hours from Tamini's request, at its own expense and to take all actions necessary to eliminate the defects, malfunctions and faults reported, or—if necessary—to supply a new component and complete the testing of such parts which might be defective due to the poor quality of the material or workmanship or to incorrect design, in order to restore the functionality of the Supply, in accordance with the provisions in the Technical Specifications.

In the event of failure to act within such time limits, Tamini has the right to proceed directly with its execution using, for such purpose, its own organisation or that of third parties. Any higher costs borne by Tamini shall be the sole responsibility of the Supplier.

4.6. Transfer of receivables

The Supplier is prohibited from transferring Supply Orders and receivables from Tamini as well as from granting mandates for the collection thereof.

4.7. Reservation

Should any disputes arise, the Supplier is never to slow down or suspend the service for any reason. All reservations which the Contractor intends to present under any circumstances must be made by written communication to Tamini and documented by a detailed analysis of the sums to which the Contractor considers being entitled.

Such communication shall be made within 15 (fifteen) days from the date of the cause resulting in the greater sum which the Supplier determines to be at the basis of its claim.

Failure to outline its reservation to the Supplier in the manner and within the period indicated above shall result in the right to avail of any reservations lapsing.

Any reservations that have been submitted in the manner and within the time limits indicated above will only be considered by Tamini upon full settlement being effectuated. Nonetheless, Tamini may, in certain cases, anticipate the examination of the reservations or part thereof. The successful termination of the reservations shall be recorded in a special deed signed by Tamini and the Supplier.

4.8. Taxes and duties

All taxes, duties, fees and charges of any kind on the supply shall be borne by the Supplier, with the exception of VAT, along with any dues that the law expressly determines as being at the Purchaser's expense.