
	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025



GENERAL TERMS AND CONDITIONS OF PURCHASE

Summary

1. PURPOSE OF THE GTC.....	3
2. DEFINITIONS AND INTERPRETATIONS	3
3. SELECTION, ORDER AND ACCEPTANCE.....	4
4. ORDER CHANGES	5
5. SUBCONTRACTING ACTIVITIES	5
6. DELIVERY	6
7. QUALITY, SAFETY AND ENVIRONMENT.....	6
8. PRICE, INVOICE, PAYMENT.....	8
9. CUSTOMS, ORIGIN AND EXPORT CONTROL.....	8
10. WARRANTY	8
11. LIABILITY AND INSURANCE	9
12. INTELLECTUAL PROPERTY.....	10
13. SPECIFIC EQUIPMENT AND MATERIALS	10
14. FORCE MAJEURE	10
15. CONFIDENTIALITY	11
16. COMPLIANCE.....	11
17. SOCIAL RESPONSIBILITY	11
18. RESPONSIBLE SOURCING OF MINERALS, METALS AND DERIVATIVES	12
19. WITHDRAWAL AND TERMINATION	12
20. APPLICABLE LAW AND JURISDICTION.....	13
21. INFORMATION ON THE USE OF PERSONAL DATA.....	13
ADDITIONAL RULES FOR MACHINERY PURCHASES (CAPEX).....	14
22. WARRANTY.....	14
23. TESTING AND ACCEPTANCE	14

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

24. LEGISLATIVE AND REGULATORY REQUIREMENTS..... 15

25. SPECIFIC EQUIPMENT AND MATERIALS 16

26. MAINTENANCE 16


ADDITIONAL RULES FOR CONTRACTED WORKS IN ITALY 17

27. CONTRACTOR'S OBLIGATIONS AND COMMITMENTS 17

28. EXECUTION OF ACTIVITIES AND COMPLIANCE WITH APPLICABLE LEGISLATION 17

29. PAYROLL, SOCIAL SECURITY AND TAX OBLIGATIONS FOR THE SUPPLIER 19

30. ACCEPTANCE OF THE CONTRACTED WORK 20

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025


1. PURPOSE OF THE GTC

1. These General Terms and Conditions of Purchase (hereinafter "GTC") apply to each Purchase between the following companies of the LU-VE GROUP, LU-VE S.p.A., TGD S.p.A., Refrion S.r.l., R.M.S. S.r.l., Sest-Luve-Polska Sp.z.o.o., Heat Transfer Systems s.r.o., Spirotech Heat Exchangers Pvt. Ltd. and their Suppliers and are to be considered an integral part of each Order, Delivery Plan, Supplier Agreement, STC or any other contract concluded between the Parties.
2. All Purchases will be governed by these GTC and the documents indicated below, if any. In the event of any conflict, discrepancy or contradiction between them, the order of priority of the documents shall be as follows:
 - a) Order or Delivery Plan;
 - b) Supplier Contract;
 - c) STC;
 - d) GTC.
3. The Customer reserves the right to amend these GTC, it being understood that the new GTC will apply to all Purchases concluded from the day following the communication of the new GTC to the Supplier.
4. The provisions included in these GTC shall prevail over the Supplier's general terms and conditions of sale even if mentioned in documents of the Supplier provided subsequently.

2. DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined in these GTC, the following terms shall have the meaning ascribed to them as specified below, it being understood that the meaning given to a term expressed in the singular shall be understood to refer to the same term even if expressed in the plural and vice versa:


1. "**Affiliate**": means any company, directly or indirectly, controlled by the Parent Company;
2. "**Confidential Information**": means all information of any nature (commercial, financial, technical, operational, managerial, administrative, legal, etc.) and in any form (written or oral, in visual or electronic format, on paper, magnetic or digital support, without exclusion), including, by way of example but not limited to, data, know-how, specifications, drawings, models, diagrams, formulas, projects, procedures or processes, images, files, archives, databases, software and related source codes, materials, material samples, products, equipment and all related specifications relating to one of the Parties, of which the other Party may become aware in the context of the collaboration of the Parties, directly or indirectly, including through access to the documentation and/or goods of any nature provided, as a result of interviews or during the execution of related activities, related to or resulting from the Purchase, regardless of whether it has been specifically identified as "confidential", "confidential", "preferred" or "price sensitive";
3. "**Contracted Work**": means any execution of works or provision of services on an ongoing basis by the Supplier carried out with its own organization of the necessary means and management at its own risk;
4. "**Customer or Principal**": means LU-VE S.p.A. and/or its subsidiary or Affiliate which, as the case may be, is a party to the Purchase;
5. "**Customer Internal Contact**": means, in the context of a Contracted Work, the Customer's employee responsible for interfacing with the various business functions of the Customer and the Supplier in order to ensure the correct execution of the Contract;
6. "**Defective Product**": means Products, Machinery or services that do not comply with the Specifications agreed between the Parties, or that have manufacturing defects, even latent such as to make them unusable for the use for which they were ordered;
7. "**Equipment**": any means of lifting, handling equipment, machinery, tools, assembly jigs, moulds, materials, devices and/or raw materials necessary for the production, unloading, assembly and installation of the Machinery and, in general, for the execution of the Order by the Supplier;
8. "**GTC**": means these General Terms and Conditions of Purchase;

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

9. "**Incoterms 2020**": means the terms drawn up by the International Chamber of Commerce for the interpretation of terms relating to trade;
10. "**Intellectual Property Rights**": means all the intellectual and industrial property rights of the Customer, including, without limitation, all rights relating to: patents for inventions, designs or models, trademarks, know-how, Specifications, whether such rights have been registered/in the process of being registered and/or in fact, as well as any application or registration relating to such rights and any other right or form of protection of a similar or having equivalent effect;
11. "**LU-VE Group**": means the group of companies consisting of the Parent Company and its Affiliates;
12. "**Machinery**": means any machine or set of machines, apparatus and mechanisms understood as an organic and functional complex used for the production or a specific cycle of operations. It includes the interchangeable equipment, safety components, lifting accessories, chains, ropes, belts, removable mechanical transmission devices of the machine itself purchased by the Customer;
13. "**Order**": means each proposal for the Purchase of Products forwarded by the Customer to the Supplier;
14. "**Parent Company**": means LU-VE S.p.A., with registered office in Via Vittorio Veneto no. 11, 21100 Varese (VA), and administrative headquarters in Via Caduti della Liberazione no. 53, 21040 Uboldo (VA);
15. "**Parties**": means the Customer and the Supplier;
16. "**Price List**": means the officially valid price list sent to the Customer from time to time by the Supplier;
17. "**Product**": means any goods or services that are purchased by the Customer or its subsidiary;
18. "**Purchase**": means any purchase of Products, Services – including those falling within the concept of Contracted Works – or Machinery by the Customer;
19. "**Specifications**": means the technical and functional specifications, technical and/or commercial requirements (drawings, technical specifications, packaging specifications, etc.) contained in the Order or communicated, from time to time, by the Customer in writing or in another agreed form;
20. "**STC**": means the Special Conditions of Purchase supplementing or modifying these GTC that may be expressly agreed in writing between the Customer and the Supplier;
21. "**Subcontracting Activities**": means any subcontracting, provision or service activity necessary for the Customer's production process carried out by the Supplier on raw materials and/or semi-finished products supplied by the Customer to the Supplier;
22. "**Supplier or Contractor**": means any company, entity or natural person that sells the Products, provides the Services to or performs Contracted Works for the benefit of the Customer in the context of its commercial or professional activity;
23. "**Supplier Contract**": means the agreement between the Customer and the Supplier concerning specific supply conditions such as quantities and delivery times that may be agreed between the Parties following the selection made by the Customer;
24. "**Supplier Form**": means the questionnaire regarding compliance with applicable regulations on corporate administrative liability, safety in the workplace, social responsibility and conflict of interest, which the Supplier is required to sign at the time of submission of the Order;
25. "**Website**": means www.luvegroup.com website, or any other website that is or will be the official website of the LU-VE Group.

3. SELECTION, ORDER AND ACCEPTANCE

1. Customer's selection of the Supplier is a strictly confidential process and does not constitute, and should not be construed as, a promise or obligation for the Customer to negotiate or purchase any Products up to and to the extent set forth in the Order issued by the Customer.
2. At the end of the selection, the Customer may, at its discretion, appoint a consulted party as the Supplier. Unless otherwise agreed in writing between the Parties, the Customer will be entitled to purchase same goods from other suppliers.
3. If the Delivery Plan or the Order requires acceptance by the Supplier in order to be binding, it shall be deemed to have been accepted upon the occurrence of the first among the following events:

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025


- a) receipt by the Customer of a copy of the Delivery Plan, Order signed by an authorized representative of the Supplier or an Order confirmation;
 - b) performance by the Supplier of any work or service related to the supply of Products under such Delivery Plan or Order;
 - c) expiry of the period of 3 (three) working days from the submission of such Delivery Plan or Order by the Customer, without the Supplier having expressly refused it. The Supplier may not raise exceptions in order to avoid or delay the performance of the service due.
4. If requested by the Customer, the Parties will enter into a Supplier Contract for the purpose of setting quantities and delivery times of the Purchases. It is understood that the Supplier Contract shall not in itself create an obligation on the part of the Customer to issue the relevant Orders. In the presence of a Supplier Contract, the Supplier undertakes to procure components and materials to the extent sufficient to guarantee the delivery times set out therein.
 5. The Supplier undertakes to have and maintain adequate equipment and production plan to guarantee to the Customer the agreed reserved production capacity and in any case to meet the Customer's requests regarding the Products referred to in the Order, the Delivery Plan or the Supplier Contract if any.
 6. A Delivery Plan and/or Order may be submitted and accepted in electronic form in accordance with the procedure and through the IT tools that the Customer may indicate from time to time for such purposes and the Parties waive any exception regarding the validity and enforceability of any Delivery Plan or Order based on the electronic submission or acceptance of such Delivery Plan or Order.

4. ORDER CHANGES

1. The Customer is entitled to request changes to the conditions, terms, methods and processes of production and supply of the Products, as defined in the Supplier Contract, the Delivery Plan and the Order, including, but not limited to, Specifications, drawings, designs, constructions, as well as changes relating to the date and place of delivery, packaging, quality, quantity and means of transport.
2. If such a requested change would result in an increase or reduction in costs or a potential delay in delivery, the Supplier shall inform the Customer within 5 (five) working days and the Parties shall agree in writing on the terms and conditions under which to carry out any requested change.

5. SUBCONTRACTING ACTIVITIES

1. If the Supplier provides the Customer with Subcontracting Activities, the further provisions of this article shall apply.
2. The Customer shall deliver raw materials and/or semi-finished products at its own expense to the Supplier so that the latter can carry out the required Subcontracting Activities in accordance with the provisions of the relevant Order, Supplier Contract or STC, if any.
3. Upon receipt of the Materials and prior to carrying out Subcontracting Activities, the Supplier shall have the obligation to check the Materials; the Supplier shall be responsible for any non-conformity and/or rejection of Products that may result from the Subcontracting Activities.
4. In the event of non-conformity, the Supplier shall reimburse the Customer for the value of the Materials, while nothing shall be due for the Subcontracting Activities that have produced the non-conformity and/or rejection of the Products.
5. Unless otherwise agreed between the Parties, the Products resulting from the Subcontracting Activities must be delivered to the Customer in DDP ("*Delivery Duty Paid*") mode in accordance with the Incoterms 2020 standard, it being understood that the Supplier shall also return to the Customer the non-compliant and/or waste Products adequately identified as such.
6. Upon written notice, the Customer will make an inventory of the Materials and Products stored at the Supplier. On this occasion, the Supplier will make itself available at the Customer's entrance to its

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

premises, in compliance with the safety regulations that the Supplier will communicate to the Customer in advance.


7. All other provisions of these GTC govern the performance of Subcontracting Activities, where applicable and provided that they do not conflict with this article.

6. DELIVERY


1. If the Purchase concerns Products or Machinery, these must be adequately and carefully packaged to preserve the complete integrity and functionality of the goods.
2. Unless otherwise agreed between the Parties, the Products and Equipment will be delivered DDP ("*Delivered Duty Paid*") in accordance with the Incoterms 2020 to the location specified in the Order.
3. The Customer is entitled to return supplies delivered prior to the date indicated on the Delivery Plan or in the Order at the Supplier's expense and shall be promptly reimbursed for all storage costs.
4. The Supplier shall promptly inform the Customer in the event of circumstances that may cause a delay. In the event of delayed delivery of Products, the Customer shall have the right to:
 - a) apply a penalty equal to 0.5% of the price of the Products not delivered for each day of delay, up to a maximum of 10% of the amount of the Order, without prejudice to compensations for any greater damages;
 - b) procure the necessary Products from third parties and charge the costs to the Supplier, subject to notice to the latter;
 - c) cancel the Order or the related period of the Delivery Plan with immediate effect by notifying the Supplier, in the event that the delay makes the continuation of the relationship with the Supplier impossible.
5. If, upon delivery, it is found that the quantity of Products delivered does not correspond to that indicated in the Delivery Plan or in the Order, the Customer shall have the right to:
 - a) accept the excess Products, reserving the right to modify the quantity of subsequent supplies accordingly;
 - b) refuse the excess Products and return them at the Supplier's expense and expense;
 - c) request immediate delivery of the missing Products at the Supplier's expense.
6. The transfer of ownership of the Products to the Customer will take place upon delivery, in accordance with the applicable Incoterm.
7. If requested by the Customer and agreed between the Parties, the Supplier shall establish and maintain a safety stock of Products at its own expense. This stock must be such as to guarantee continuity of supply and to cope with variations in the quantities programmed up to the maximum quantities indicated in the entire Delivery Plan, but in any case not less than the quantity of Products indicated in the forecast period of the Delivery Plan. The Customer reserves the right to request an increase in the safety stock. Once used, the safety stock must be immediately replenished by the Supplier.

7. QUALITY, SAFETY AND ENVIRONMENT

1. The Customer and the Supplier acknowledge and agree that the quality of the Products as well as their compliance with the Specifications are essential requirements for the supply of goods and/or services to the Customer. In addition, the Parties undertake to periodically review the quality levels of the Products to ensure the constant improvement of the quality of the same.
2. The Supplier is entirely responsible for the quality, compliance with the Specifications and all aspects of reliability of the Products and guarantees that the Product does not require any type of verification (functional or otherwise) prior to its use. In addition, the Supplier is entirely responsible for all quality control, inspection, selection, verification, etc. activities. The Supplier shall ensure, where possible, the identification of the Products throughout the production process.

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

3. The Supplier shall notify in writing and agree with the Customer of any changes to the design, materials, Specifications and manufacturing processes that may affect the quality, reliability and/or performance of the Products.
4. Prior to commencing the production and supply of the Products, the Customer may request the Supplier to send to the Customer one or more samples of the Product as well as any documentation or certifications attesting to compliance with the Specifications and quality required by the Customer as well as applicable laws. The Customer, through its quality department, will approve the conformity and quality of the samples received by means of a specific written approval.
5. The Supplier shall properly archive and maintain quality records attesting to all checks on the Products, if any, for a minimum of two years after delivery of the Products. The documents relating to the collection of such data must be kept in such a way as to allow quick and easy consultation and an unequivocal reference to the batches of the Products to which they refer.
6. The Customer will be entitled to check the correct execution of the Order, both during processing and testing of the Products if agreed. To this end, the Supplier shall ensure that the Customer and/or its authorized representatives have access to its premises and facilities, as well as those of any third parties at any time for the performance of *audits* with reasonable written notice. In addition, the Supplier undertakes to disclose, to the extent permitted by limits of trade secret and confidentiality, its organization, processes, procedures and test results carried out in the event of an explicit written request by the Customer.
7. The Customer shall have the right to request the Supplier to provide adequate personnel to carry out any inspections, *audits*, selections and rework of non-conforming and/or defective Products, within the agreed times according to the needs of its production activity, including Products already in stock that must necessarily be blocked in order to be subjected to the aforementioned actions. In addition, the Customer may make internal resources (tools, equipment, personnel, area, etc.) available to the Supplier for inspections, selections and rework of non-conforming Products, it being understood that the Customer and the Supplier shall agree on the allocation of costs and expenses of such activities.
8. Supplier shall use all resources and facilities necessary to manufacture the Products (including materials, energy and water) in an efficient manner that minimizes the environmental impact of such production (in particular with regard to waste, wastewater, air pollution and noise). The Supplier's compliance with the requirements of ISO 9001, 14001 or 45001 standards will be assessed by the Customer with preference.
9. The Supplier guarantees the Customer that the Products supplied comply with the current regulations on supply *compliance*, in particular with regard to compliance with the provisions of Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008 (CLP), Regulation (EU) 1021/2019 (POPs) and Directive No. 2011/65/EC (RoHS 2), Italian Legislative Decree 81/08 and Italian Legislative Decree 152/06 and subsequent amendments and other regulations that are to be considered applicable to the Purchase, including those communicated by the Customer at the time of the request for quotation.
10. The Supplier guarantees the Customer compliance with the "LU-VE Requirements on Hazardous Chemicals" in their entirety included in the appropriate document that will be delivered to the Supplier. In the event that the Supplier is unable to guarantee compliance with these requirements, it will adopt an improvement plan that allows it to be met, informing the Customer.
11. The Supplier must officially notify in writing at least two months in advance of any change in production site and receive approval from the Customer before making the first shipment from the new facility. It is mandatory that products obtained from a new production facility undergo the same approval procedure by means of a declaration of conformity as above.

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

8. PRICE, INVOICE, PAYMENT


1. The prices indicated in the Order or in the Price List are fixed and not subject to any revision until the Order is fully completed. They shall be inclusive of shipping, transport and packaging costs and any other charges, costs or expenses.
2. The Supplier undertakes to promptly communicate to the Customer the number of its current account, the bank details as well as to promptly communicate any changes relating to it.
3. Invoices sent by the Supplier must include Order number, material code, packing slip number, quantity delivered, unit price, total price and VAT if applicable.
4. Under no circumstances may the Supplier complain about the delay in payments if this is attributable to the non-communication, erroneous or late communication of its bank details or to the lack or incorrectness of the information requested on the invoices.
5. Payments will be made in accordance with the terms and conditions agreed between the Parties in the Supplier Contract or in the individual Order or as otherwise agreed in writing between them.

9. CUSTOMS, ORIGIN AND EXPORT CONTROL

1. The Supplier shall give notice to the Customer in writing of the materials or components used in the manufacture of any Product that the Supplier purchases in a country other than that in which such Product is delivered to the Customer and of any duties included in the price of such Product. The Supplier must provide the Customer with all documents and information necessary to establish and identify the country of origin, comply with the requirements on the origin regulations of the country of destination and any special commercial programs.
2. The Supplier shall assist the Customer in determining the eligibility, timely release, customs clearance and issuance of the import customs bill, licensing requirements and the minimum duty payable on importation of the Products into the country of destination, provided that it falls within the Customer's sphere of responsibility. If a license is required for the import/export of the Products, the Supplier shall assist the Customer in obtaining such license.

10. WARRANTY

1. The Supplier warrants that the Products supplied:
 - a) comply with all applicable laws and regulations in the relevant sales markets;
 - b) are free from defects and comply with Specifications, drawings, descriptions, designs or samples provided or specified by the Customer;
 - c) are suitable and adequate for use.
2. The Supplier guarantees the Products for a period of 24 months from delivery and the Machinery for 24 months from the successful outcome of the on-site acceptance (SAT) signed by an attorney of the Customer.
3. At any time during the warranty period when non-conforming Products are identified, the Customer will promptly notify the Supplier. The Supplier shall respond to the Customer within 3 (three) days, agreeing with the Customer on an intervention plan to avoid losses in production or damage to the Customer.
4. Once the Supplier has been informed of the discovery of the defect, the Customer shall have the right to:
 - a) perform, including by appointing third parties, any quality control, selection, testing of the Products at the expense of the Supplier.
 - b) reject the Defective Products, or, if the parties have agreed on a margin of tolerance and the margin of tolerance is exceeded, reject the entire batch of which the Defective Products are part;
 - c) require immediate replacement or repair of the Defective Products or Machinery at the Supplier's expense within a reasonable time to be agreed between the Parties or, if the Parties have agreed


	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

on a margin of tolerance and the margin of tolerance is exceeded, the replacement of the entire batch of which the Defective Products are part;

- d) recover the Defective Products by additional work if the Supplier is unable to perform the immediate replacement, at the Supplier's expense.
5. In the event of an epidemic defect, the Customer shall provide the Supplier, at the latter's request, with samples of the Defective Products and the Supplier shall undertake to implement as soon as possible to be agreed between the Parties all the actions necessary to (i) determine the root cause of the problem; (ii) define any containment actions; (iii) implement appropriate corrective actions by tracking methods and timelines.
6. The Supplier will perform the warranty services at the place of destination agreed for the supply of the Product or Machinery and, where necessary, may carry out repair work at its production facility. The Supplier is obliged to carry out the uninstallation and reinstallation of the Machinery or the defective part.
7. In the event that the Supplier does not take the necessary remedy to resolve the non-conformity of the Products within a reasonable time, the Customer may directly repair or rework the said Products and shall be entitled to charge the Supplier for all related costs incurred.
8. Unless otherwise agreed, the Supplier undertakes to supply the Customer with spare parts compatible with the Products supplied for 10 (ten) years from the date of delivery. If the Supplier is unable to guarantee the supply, the Supplier undertakes to take all necessary measures to ensure the commissioning of the Products in need of replacement.
9. All parts supplied at the time of repair or replacement will be guaranteed for the same period as the main Product or Machinery.

11. LIABILITY AND INSURANCE

1. The Supplier undertakes to hold harmless and indemnify the Customer for:
 - a) any liability, loss, damage, expense (including, without limitation, attorneys' fees, consultancy costs) and other costs arising in connection with any breach or non-compliance with the contractual obligations between the Parties, including damage to persons or property caused by products manufactured by Customer using the Products or Machinery;
 - b) any claim arising out of injury or death of any person and damage to or loss of any property caused by the Defective Products or otherwise arising from any negligent act, omission or activity of the Supplier (or any person acting on its behalf), as well as any costs of repair, onward delivery, installation and removal of the Defective Products.
2. In addition to the compensation and indemnification obligations set forth *above*, the Supplier will cooperate with the Customer in taking any action that may reasonably be taken in connection with any recall or campaign that the Customer may perform.
3. The Supplier shall procure and maintain, at its own expense, for the duration of the contracts entered into with the Customer and for as long as it continues to provide Products and services to the Customer, the following insurance coverages stipulated with leading insurance companies:
 - a) Public Liability Policy with a coverage of at least Euro 2,500,000 per claim explicitly including also damage caused during activities carried out at third parties' premises;
 - b) Employee Liability Policy towards Operators with a coverage of at least Euro 2,500,000 with a limit of at least Euro 1,000,000 per single injured person;
 - c) Product Liability Policy with a coverage of at least Euro 2,500,000 per claim/year.
4. In cases where the supply of Products concerns products intended to become components of finished or semi-finished products sold/distributed by the Customer, the supplier must have a third-party liability policy that also includes the following guarantees:
 - a) "Damage to the finished product" (even in the event that the Product becomes an inseparable component of the finished product) with a coverage of at least Euro 500,000.00;
 - b) "Product Recall/Replacement" policy with a coverage of at least Euro 250,000.00;

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

- c) "Pure financial losses" policy with a coverage of at least Euro 250,000.00.
5. The Customer reserves the right to request from the Supplier any additional insurance coverage in addition to what is provided for in this article.

12. INTELLECTUAL PROPERTY


1. Under no circumstances the Supplier will make use of the Customer's Intellectual Property Rights except for the sole purpose of executing Orders, unless expressly granted by the Customer in writing and within the limits of such grant.
2. The Supplier assumes full guarantee to the Customer that the Products supplied have not been and will not be produced in violation of proprietary rights of any kind and belonging to whomsoever. The Supplier also undertakes to indemnify and hold harmless the Customer from any charge or dispute relating to the exploitation of any Intellectual Property Right, such as, but not limited to, patents, designs or models, trademarks, know-how, copyrights, deriving from the use of the Products. Should the Customer receive legal disputes relating to the violation of proprietary rights on the subject of the Order, the Supplier will be obliged to intervene in the proceedings, relieving the Customer of any further consequences, including financial consequences.
3. Any new discoveries or inventions occurring during the execution of the Order shall be considered as the Customer's Intellectual Property Rights.
4. The Supplier also guarantees the Customer the freedom and license to use and trade the Products supplied, both in Italy and abroad.

13. SPECIFIC EQUIPMENT AND MATERIALS

1. If the Customer supplies or purchases and subsequently makes available to a Supplier the Equipment that is not on the basis of a specific contractual agreement, the following provisions shall apply.
2. Any Equipment provided to the Supplier shall remain the exclusive property of the Customer. The Supplier shall be liable for any loss, destruction or damage. While in possession of the Supplier, he shall:
 - a) register and mark the Equipment as belonging to the Customer;
 - b) provide adequate insurance coverage against the risks of fire, theft, vandalism, natural disaster, unauthorized modification and other risks or insurable loss or damage;
 - c) store the Equipment with the utmost care and perform routine maintenance;
 - d) notify the Customer immediately of any need for extraordinary maintenance or replacement, it being understood that the execution of such repairs or replacement will be authorized by the Customer and carried out at its own expense;
 - e) not to transfer the Equipment outside of the Supplier's manufacturing facilities, nor to use the Equipment for any reason other than the performance of the Supplier Agreement.
3. If the Supplier is required to manufacture, develop or purchase the Equipment in order to supply the Products, the cost of such Equipment, as well as any contribution from the Customer, shall be agreed between the Parties.

14. FORCE MAJEURE

1. The Parties agree that the Supplier undertakes to promptly inform the Customer in writing of the occurrence and termination of force majeure circumstances that do not allow the fulfilment, due to supervening impossibility, of the obligations arising in the contract and also undertakes to take all appropriate measures to limit their effects.
2. The Supplier shall not be liable for the breach if it has demonstrated that: (i) the performance cannot be performed with reasonable effort, (ii) the force majeure event could not reasonably have been foreseen

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

at the time the Supplier Contract was entered into, if any, or the Order issued, and (iii) the effects of the breach cannot reasonably be prevented or overcome.

3. The Parties expressly agree that delays or defaults of its suppliers or strikes or stoppages of production limited to the Supplier's business and/or its suppliers and/or subcontractors are not to be considered as force majeure causes.
4. In any case, the Parties undertake to cooperate to reach an agreement on the modification of the contractual documentation to deal with the possible consequences of a force majeure event. In the event that the force majeure events continue for more than 90 (ninety) days, the Parties shall have the right to consider any contractual obligation terminated in accordance with the procedures set out in the Withdrawal and Termination paragraph.

15. CONFIDENTIALITY


1. The Parties agree not to disclose or otherwise make accessible to any third party any Confidential Information that they have acquired or otherwise have access to as a result of the execution of the Purchase or in connection with the Purchase.
2. The obligation of confidentiality shall remain in force for the entire duration of the cooperation between the Parties and, thereafter, until the occurrence of the first of the following events:
 - a) the Confidential Information becomes publicly available or otherwise in the public domain through no fault of the receiving Party;
 - b) 5 (five) years have elapsed since the termination of the collaboration between the Parties for any reason whatsoever.
3. Any communication to third parties regarding the existence and content of these GTC in any manner (press, radio, TV, other media) must be agreed in advance by the parties in writing.

16. COMPLIANCE

1. The Supplier declares to be aware of the provisions of Italian Legislative Decree 231/01 or other comparable regulations, as well as to have viewed and fully accepted the Code of Ethics and the Model pursuant to Italian Legislative Decree 231/01 adopted by the Customer, available on the website www.luvegroup.com and undertakes to acknowledge any updates that may be published on the website.
2. In the execution of its services, the Supplier undertakes, therefore, to behave in accordance with the Model pursuant to Italian Legislative Decree 231/01 and the Customer's Code of Ethics such as not to expose the Customer to the risk of application of the sanctions provided for therein, as well as to make it known and to comply with its partners, employees and collaborators cooperating in the execution of the Purchase. The Supplier also undertakes to immediately notify the Customer about the occurrence of events that are actually or even potentially detrimental to the Code of Ethics, or the occurrence of events that constitute non-compliance with the provisions of the aforementioned Legislative Decree 231/01 or other comparable regulations.

17. SOCIAL RESPONSIBILITY

1. The Supplier further acknowledges that the Customer actively promotes a decent, safe and inclusive workplace, based on respect for workers' rights, and that the Customer requires the Supplier to abide by the same standards and principles and to act accordingly. In particular, the Supplier shall always base its conduct on the main international standards of social responsibility, such as the Universal Declaration of Human Rights, the Tripartite Declaration of Principles on Multinational Enterprises and Social Policy of the International Labour Organization (ILO), the United Nations Guiding Principles and the OECD

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025


Guidelines for Multinational Enterprises. The Supplier also declares that it complies with the applicable legislation on child labor.

18. RESPONSIBLE SOURCING OF MINERALS, METALS AND DERIVATIVES

1. The Customer is committed to promoting the responsible sourcing of minerals, metals and derivatives in accordance with the principles of the OECD Due Diligence Guidance for a Responsible Supply Chain of Minerals from High-Risk Conflict Areas.
2. The Supplier declares that it shares the Customer's commitment to applying due diligence for the responsible sourcing of minerals, metals and derivatives, in order to identify, prevent, mitigate the risks of negative impact along its supply chain.
3. The Supplier also declares that it is aware of and complies with, where applicable, the relevant legislation of the European Union, with particular but not exclusive reference to Regulation (EU) 2017/821 laying down supply chain due diligence obligations for EU importers of tin, tantalum and tungsten, their ores and gold, originating in high-risk conflict areas and Regulation (EU) 1542/2023 on batteries and waste Batteries.

19. WITHDRAWAL AND TERMINATION

1. Unless otherwise agreed between the Parties, the Customer shall have the right to unilaterally withdraw from the Purchase, at any time and for any reason, upon written notice to the Supplier with 90 (ninety) days' notice, without any consideration being due to the Supplier or any third party for the withdrawal, except for the payment of the Products already supplied, the services already performed and the reasonable costs incurred by the Supplier duly documented.
2. The Customer also has the right to declare the termination of any Order or contractual obligation, at any time, if the Supplier (a) is placed in liquidation or subject to any insolvency proceedings (b) associates with or becomes subject to direct or indirect control of a competitor of the Customer; (c) is in breach of the contractual obligations in force between the Parties and has not remedied them even after a notice to comply sent by the Customer; (d) is responsible for the violation of any of the provisions of the Confidentiality, Intellectual Property, Compliance obligations, including in the event that the Supplier is reached by an interdictive measure compared to what stated in declarations on Compliance made at the beginning of the commercial relationship between the Parties; (e) is responsible for the breach of the obligations referred to in the paragraphs relating to Social Responsibility and Responsible Sourcing of Minerals, Metals and Derivatives and has not remedied it within 6 (six) months of the Customer's notification; (f) is in breach of any of its legal obligations with regard to (i) the regular payment of value added tax and the payment to the Treasury of withholding taxes on employment income and (ii) the processing of remuneration, from both a regulatory and economic point of view, as well as contributions, welfare and insurance of its employees, or does not promptly transmit the relevant documentation to the Customer where required; (g) is unable to perform its contractual obligations due to a force majeure event that lasts for a continuous period of more than 90 (ninety) working days.
3. The termination of the Purchase will be communicated by the Customer in writing and will take effect after 7 (seven) days from its notification.
4. In all cases of termination and withdrawal, the Supplier shall immediately reimburse the Customer for any sums received in advance as consideration for the supply of Products, Machinery or services that are not performed as a result of the withdrawal or termination. Any de-installation and transportation costs or expenses for the decommissioning of services that the Customer is called upon to bear as a result of the termination of the Supplier's default of the Purchase will be charged to the Supplier.

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025


- Termination under this section shall not affect a party's liability with respect to any obligation that has already accrued as of the date of termination.

20. APPLICABLE LAW AND JURISDICTION

- All the Purchases are governed by the law of the place where the Customer is based, with the express exclusion of the rules of international private law and any other source not expressly mentioned.
- For all disputes concerning the interpretation and/or execution of Purchases, including those relating to the validity of the GTC, the existence and amount of credits from the Customer, the Court with territorial jurisdiction based on the operational headquarters of the LU-VE Group company that is a party to the Purchase shall have exclusive jurisdiction, with the exclusion of any other alternative or concurrent jurisdiction or jurisdiction.

21. INFORMATION ON THE USE OF PERSONAL DATA

- The Supplier acknowledges that the provisions of the privacy legislation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, hereinafter "*GDPR*" - concern the processing of personal data, i.e. relating only to natural persons, acquired and processed by the Customer for the conclusion and execution of the Supplier Contract and not are applicable to data relating to companies, bodies and associations. In this regard, the Customer may process personal data concerning (i) the Supplier, if it is a sole proprietorship or freelancer, and/or in any case (ii) the representatives, representatives, employees or collaborators of the Supplier.
- The Supplier declares to be aware, pursuant to Article 13 of the GDPR, that the personal data communicated by the Supplier for the conclusion and execution of the Supplier Contract are collected and processed by the Customer, as Data Controller, exclusively for these purposes and for the related regulatory, administrative and accounting obligations, through appropriate methods and procedures (including computerized), through the internal staff specifically appointed and through external collaborators designated as data processors or persons in charge of the processing. The Supplier acknowledges that, with regard to the personal data processed for the conclusion and execution of the Purchase, the person to whom the data refer ("*Data Subject*") has the right of access, rectification, limitation, cancellation, portability and opposition (art. 15-22 of the GDPR), as well as the right to lodge a complaint with the Data Protection Authority.
- It is the Supplier's responsibility to ensure the lawful usability of personal data concerning, by way of example but not limited to, any of its representatives, representatives, employees and collaborators, which are communicated to the Customer for the purpose of concluding and executing the Purchase and, in particular, the correct fulfilment of the obligations of information towards the interested parties as well as, where necessary, of collecting their consent, with regard to the processing of their personal data by the Customer for the aforementioned purposes in the terms outlined above.

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

ADDITIONAL RULES FOR MACHINERY PURCHASES (CAPEX)


The rules below will apply to all Purchases of Manufacturing Equipment. It is understood that for anything not specified *below*, the general rules relating to Purchases will remain applicable.

22. WARRANTY

1. In addition to the above warranty provisions, in the event of the purchase of Machinery, the Parties will agree, at the time of the Order, on a list of spare parts necessary to allow rapid intervention on the Machinery in the event of the discovery of a Defect. The agreed spare parts list shall also include the name of the Party which shall be responsible for purchasing and holding the spare part. If any Defect is found, if repair is not possible, the Customer will have the right to request the replacement of the defective part of the Machinery within 10 (ten) days if the replacement concerns parts included in the list of spare parts above.

23. TESTING AND ACCEPTANCE


1. **Factory Acceptance Test (FAT):** unless otherwise provided by the Parties in the Order and/or STCs takes to send the Customer, without any undue delay, a copy of the FAT Report. The Customer will provide any parts for the execution of the tests in good time before the pre-testing.
2. In the event that the Supplier does not comply with the deadlines agreed between the Parties regarding the execution of the FAT, the Customer will be entitled to charge the Supplier a penalty equal to 0.5% of the value of the Order for each day of delay, up to a maximum of 10% of the value of the Order, without prejudice to compensations for any greater damages.
3. **Installation and commissioning:** once the Machinery has been delivered, unloaded and placed on the dedicated site, the installation of the same must take place no later than fifteen (15) days from the date of delivery. The installation of the Machinery shall be arranged by the Supplier, except as may be provided between the Parties in the Order and/or in the STCs, within fifteen (15) working days from the day of commencement of the installation. In carrying out the installation activity, the Parties undertake to cooperate with each other and in particular:
 - a) Unless otherwise agreed, the installation of the Machinery in the final position is carried out by the Supplier, through its technician or a partner authorized by the same and communicated in advance in writing to the Customer. The Supplier will provide the Customer, attaching them to the order confirmation, the installation conditions and the placement plans in which any requirements and provisions to be borne by the Customer may be specified, which the Customer undertakes to comply within the time necessary for the timely installation. In order to ensure a rapid process, the Customer may provide all existing and available lifting equipment on loan for use to the responsible technician and the Supplier's employees, in accordance with the provisions *below*;
 - b) after the installation has been carried out correctly, the Supplier's technician will carry out the commissioning of the Machinery, during which he verifies and tests that all the systems and components of the Machinery are designed, installed and tested according to the Customer's operational needs.
4. **Site Acceptance Test (SAT):** unless otherwise provided by the Parties, the Supplier will carry out, in the presence of the representatives of the Parties, the final testing of the Machinery according to a specific procedure agreed between the Parties, in order to verify the correct state of installation and functionality of the Machinery in relation to the needs and operating environment, including documentary checks, functional tests and checking the correct integration with other systems and peripherals. During the acceptance phase of the Machinery, in the event that:

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

- a) no defects and errors are found that limit the suitability for use of the Machinery or decrease its value, upon completion of the final testing, a special report ("**SAT Report**") will be prepared by the representatives of both Parties, which will be signed by the Parties for acceptance;
 - b) if any removable defects and errors are found, the Customer shall have the right to request the Provider to remove such defects and errors within ten (10) days from the day on which the defect was discovered; if this is not the case, or if the defects are not rectified within the above period, the Customer shall be entitled to take action to rectify the defect at the Supplier's expense;
 - c) if non-removable errors and defects in the Equipment are found, the Supplier shall, at its own care and expense, replace the Machinery at its own expense with another brand new and fully operational Machine, compatible with what is indicated in the Order or in other contractual documentation, within a period to be agreed between the Parties.
5. **Instructions:** unless otherwise provided by the Parties, the Supplier shall also, during the period of carrying out all installation and testing tests, instruct the Customer's personnel assigned to operation and maintenance regarding the correct operation of the Machinery.
 6. The Customer will be entitled to request that the Machinery be subject to regulatory verification by a notified body at the sole responsibility and expense of the Supplier, in order to verify its legal and regulatory compliance with the applicable legislation, including, but not limited to, the Machinery Directive 2006/42/EC and subsequent amendments, the Pressure Equipment Directive-PED, electromagnetic compatibility, national and international regulations relating to gas, electricity and handling equipment and any other legislation, directive or regulation applicable to the Machinery. The Supplier shall communicate all inspection reports and statements to the Customer and shall include them in the technical file.

24. LEGISLATIVE AND REGULATORY REQUIREMENTS

1. The Supplier undertakes to comply with and guarantees compliance by its staff with hygiene and safety provisions, in particular in the case of work at the Customer's premises, including but not limited to any commissioning and/or testing provisions. In this case, the Supplier undertakes to produce all the documentation required by the Customer for compliance with health and safety at work.
2. In addition, without prejudice to the provisions of the Order and/or the STCs, the Supplier warrants that the Machinery, appliances, tools, equipment, materials and installations designated with the terms "machinery", "interchangeable equipment", "safety components", "lifting accessories", "chains, ropes and belts", "removable mechanical transmission devices" and "partly completed machinery" within the meaning of the Machinery Directive 2006/42/EC, They shall be designed and installed in accordance with that Directive and in conditions suitable for their intended purpose, without exposing persons or goods to a risk of harm to their safety or health.
3. The Supplier undertakes to comply with and implement all applicable regulatory provisions, including the Machinery Directive 2006/42/EC, and in particular shall: (i) provide the "CE" declaration of conformity of the machinery to the applicable standards on the day of delivery of the Machinery; (ii) affix the "CE" marking; (iii) provide any technical report that gives evidence of the results of the research and tests carried out by the Supplier and the reports referred to in Article 9 above; (iv) provide the technical file, all technical documentation drawn up in accordance with the provisions, terms and conditions of the Machinery Directive 2006/42/EC and the necessary information such as instructions and make available the risk analysis, which may be requested by the administrative authorities; (v) with regard to risk analysis, comply with the instructions of the Machinery Directive 2006/42/EC and in particular the essential safety and health requirements for the design and construction of machinery.


	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

25. SPECIFIC EQUIPMENT AND MATERIALS

1. The Equipment will be made available at the care and expense of the Supplier, who guarantees its full suitability for the use for which it is intended, good state of maintenance as well as full compliance with current regulations. Except as provided for in the following provisions of this article, the Supplier is expressly prohibited from using any Equipment owned by the Customer.
2. If the Customer supplies or purchases and subsequently makes available to a Supplier Equipment not governed by a specific agreement, the following provisions shall apply.
3. Any Equipment supplied to the Supplier shall remain the exclusive property of the Customer. The Provider shall be liable for any loss, destruction or damage. The Supplier shall:
 - a) register and mark the Equipment as belonging to the Customer;
 - b) provide adequate insurance coverage against the risks of fire, theft, vandalism, natural disaster, unauthorized modification and other risks or insurable loss or damage;
 - c) store the Equipment with the utmost care and perform routine maintenance;
 - d) immediately notify the Customer of any need for extraordinary maintenance or replacement, it being understood that the execution of such repairs or replacement will be authorized by LU-VE and carried out at its expense;
 - e) not to transfer the Equipment outside of the Supplier's manufacturing facilities, nor to use the Equipment for any reason other than the performance of the Agreement.
4. If the Supplier is required to manufacture, develop or purchase the Equipment in order to supply the Equipment, the cost of such Equipment, as well as any contribution from the Customer, shall be agreed between the parties in writing.

26. MAINTENANCE

1. The Parties may agree to carry out maintenance activities on the Machinery purchased. In this case, the cadence of the maintenance activities, the duration of the activity and the related price must be contained in the Order or in the STCs. If the Machinery is located at one of the Customer's plants in Italy, the provisions set out below will also apply.

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

ADDITIONAL RULES FOR CONTRACTED WORKS IN ITALY


The rules below will apply to all Contracts executed in Italy by Italian or foreign Suppliers. It is understood that for anything not specified *below*, the general rules relating to Purchases will remain applicable.

27. CONTRACTOR'S OBLIGATIONS AND COMMITMENTS

1. The Supplier is required to carry out the work and/or services indicated in the Order or in the STCs in a workmanlike manner, performing them with the diligence required by the nature of the services requested, using suitable equipment and personnel professionally and quantitatively adequate in accordance with the law.
2. The Supplier is not authorized to transfer the Contracted Work to third party suppliers, nor to carry out the work or service by means of subcontractors, nor to assign the receivables deriving from it, without the prior written authorization of the Customer.
3. In this case, it is specifically agreed that the Contractor undertakes to provide, in the subcontract, as well as for any second-level subcontracts that may be authorized by the Customer, the same obligations for the Contractor contained in these GTC, in the Order or in the STCs agreed between the Parties. In any case, the Contractor shall in any case remain liable to the Customer for the full fulfilment of all contractual obligations in relation to the performance of the work or services by the subcontractor(s).
4. In the event of an accident to one of its employees, the Supplier undertakes to promptly contact the Customer's Internal Contact.
5. The works or services covered by the Contracted Work must be carried out at agreed times and compatible with the Customer's needs.
6. In any case, the Customer shall have the right to remove from its establishment, at its sole discretion, any personnel employed or subcontracted by the Supplier who do not comply with the internal regulations of the establishment and/or who are not welcome. The Supplier is obliged to immediately replace those who have been removed from the establishment for these reasons without making any kind of claim.
7. The Supplier undertakes to provide its staff and/or the subcontractor's staff with a special identification card with a photograph, containing the personal details of the worker and the employer, undertaking that this card is displayed by its own staff and/or by the subcontractor's staff during the execution of the Contracted Work. This obligation also applies to self-employed persons who carry out their activities themselves.

28. EXECUTION OF ACTIVITIES AND COMPLIANCE WITH APPLICABLE LEGISLATION

1. The Supplier undertakes to promptly comply with all the regulations applicable to the activity carried out in execution of the Contracted Work and in particular, but without prejudice to the generality, the regulations referred *to below*.
2. **Compliance with the legal requirements indicated in Legislative Decree 152/06:** The Supplier undertakes to fully comply with the regulatory obligations in force on environmental matters, as governed by Italian Legislative Decree no. 152 of 03/04/2006, as a minimum requirement for the stipulation and maintenance of the contract. The Customer reserves the right to request from the supplier, at any time, any objective evidence of such compliance, such as waste identification forms (FIR) and/or copies of the environmental authorizations of transporters and disposers. The Supplier also undertakes to comply with the Customer's internal procedures regarding the environment and the correct management of

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

environmental aspects (waste, noise, emissions, etc.). It is understood that the Supplier is responsible at its own expense for the management and disposal of waste, including any hazardous waste, produced during the execution of the work or services covered by the Contracted Work. With regard to packaging activities, the Supplier undertakes to:


- i. Prefer the use of packaging materials and/or products obtained from recycled packaging waste;
- ii. Prefer the use of materials and/or packaging products with reduced environmental impact, not containing, for example, carcinogenic substances that can be released during decommissioning/incineration and/or characterized by chemical/physical requirements attested by brands or certificates (biodegradability, recyclability, low weight/surface ratio, etc.)
- iii. Prefer the use of packaging designed *for assembly in* order to facilitate the recovery and recycling of the various components during the disposal of the packaging itself.

3. **Logistics Activities:** In cases where the Contracted Work has as its object the provision of logistics services, the Supplier, in application of the provisions of Legislative Decree 286/05, undertakes to:

- i. Carry out its activities in accordance with the provisions of Legislative Decree 286/05, making use in particular, for road transport activities, of companies established in Italy registered in the National Register of Road Hauliers, or companies not established in Italy, but with a qualification for international road transport and road cabotage activities in Italian territory;
- ii. Receive and keep declarations from its carriers, with reference to the work of their respective drivers, compliance with collective and individual employment agreements, social security and welfare legislation, and road transport of goods on behalf of third parties, as well as for loss, damage or damage to the goods carried;
- iii. To ensure that, when carrying out road haulage services, carriers comply with the laws and regulations protecting road traffic safety and social security, and to be held liable for violations of these provisions.


4. **Compliance with occupational health and safety regulations**

- i. The Supplier, before the start of the execution of the works, undertakes to carry out, if necessary, considering the type of activity and the duration of the Contracted Work, at the request of the Customer's Internal Contact and jointly with him, a further recognition of the places where the activity covered by the Contracted Work will be carried out, to verify the general and specific conditions included and connected to the activities covered by the Contracted Work, as well as communicate and/or confirm the general and specific prevention measures to be taken.
- ii. The Customer shall provide the Contractor with information about risks, prevention and emergency measures. The Supplier undertakes to cooperate and coordinate with the Customer's personnel in the implementation of measures for the prevention and protection of risks at work, including any operational interference between the Parties and with third parties, as well as to respect, in detail, all the obligations of the current legislation relating to safety, occupational hygiene, fire and environmental prevention, as well as to ensure that they are respected by its employees and those of its subcontractors. According to current legislation, not only the laws and regulations must be considered included, but also all the rules of good technique dictated by the bodies in charge of this.
- iii. The Supplier undertakes to avoid any conduct (commissive or omissive) of its own and/or its employees and/or subcontractors, in violation of state and/or regional laws, regulations of local authorities, provisions issued by the Customer for its own factories or offices, relating to safety, occupational hygiene, and the environment, without prejudice, in any case, to compensation for any damage suffered by the Customer.

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

29. PAYROLL, SOCIAL SECURITY AND TAX OBLIGATIONS FOR THE SUPPLIER

1. With reference to its employees, the Supplier undertakes to comply with all current and future labour law, social security, accident prevention, occupational safety and tax regulations, first of all providing the Customer at least 5 (five) days before the start of the work, if required by law on the basis of the work performed:
 - a) Self-certifying declaration pursuant to art. 47 of Presidential Decree 445/2000, aimed at verifying, pursuant to art. 26 of Legislative Decree 81/08, the possession by the Supplier of the technical-professional suitability requirements;
 - b) Certificate of registration of the Supplier with the Chamber of Commerce, Industry and Crafts;
 - c) Copy of the insurance policy for damages of the activity carried out by the Supplier where required;
 - d) Copy of the Single Document of Contribution Regularity (DURC) not older than 120 days from the date of commencement of the works;
 - e) List of the Supplier's personnel who will be employed to carry out the services covered by the Contracted Work, with an indication of the tax code number of each employee and the date of recruitment (e.g. UNILAV);
 - f) Risk assessment pursuant to Art. 28 of Legislative Decree 81/08 relating to the activities covered by the Contracted Work with a description of the security measures activated (Operational Safety Plan – POS);
 - g) Evidence of non-subjection to suspension or disqualification measures pursuant to art. 14 of Legislative Decree 81/08 due to non-compliance with the provisions of the law regarding undeclared work, or for repeated violations of the law on safety at work.
2. The Supplier undertakes to cooperate with the Customer for the implementation of measures for the prevention and protection of risks at work that affect the work activity covered by the Contracted Work, including the risks of interference between the works of the various companies involved in the execution of the overall work or with the activities carried out by the Customer at the production unit or the site concerned.
3. In this regard, the Supplier undertakes to provide the Ordering Party with the information requested by the Ordering Party in a correct, complete and non-misleading manner, on the basis of which the Ordering Party prepares the DUVRI in accordance with Art. 26 D.Lgs. 81/08. The Supplier also undertakes to promptly inform the Customer of any changes to the information and/or documents provided to the Customer, so as to allow the latter to keep the DUVRI adequately updated. Under penalty of nullity, the Parties must also jointly draw up a report containing information on the costs of the measures taken to eliminate or, where this is not possible, to minimize the risks to health and safety at work arising from interference with work.
4. If, in order to carry out the work covered by the Contract, it is necessary to install a temporary and mobile construction site at the Customer's plant, the provisions of Title IV of Legislative Decree 81/08 will apply. The Supplier hereby guarantees the fulfilment of all the obligations set out therein to the extent of its competence and also undertakes to collaborate with the Customer and with the persons appointed by the same for the fulfilment of what is required by the aforementioned legislation.
5. In any case, the Supplier hereby undertakes to indemnify the Customer and to indemnify him from any liability, claim, right, compensation or action asserted against the Customer in relation to the remuneration, contribution, insurance and tax position of the workers that the Supplier will use in the execution of this Contracted Work. The Supplier shall therefore reimburse the Ordering Party for any sums that the latter may have to pay as a result, plus interest at the statutory rate from the date of payment made by the Ordering Party until the date of reimbursement to the Customer.
6. If, in order to carry out the contracted activity, the Supplier and the Customer agree to use plant, equipment and/or machinery owned by the Customer, the Supplier will be required to fill in the appropriate

	Title GENERAL TERMS AND CONDITIONS OF PURCHASE	Code D-0033625	Version 2.0
		Status Published	Date 21/01/2025

form that the Customer will provide and deliver to the latter at least 5 (five) days before the start of the work.

30. ACCEPTANCE OF THE CONTRACTED WORK

1. The Parties agree that the Supplier shall put the Customer in a position to carry out the aforementioned verification and testing, as well as the control of the performance of the works during their execution in order to verify that the execution of the work or services proceeds both in strict compliance with the applicable regulations, and in a workmanlike manner and according to the conditions established by the Parties.
2. Acceptance is only represented by the issuance by the Customer of the Approval in writing, any form of tacit acceptance being excluded. The approval of the work is issued after the completion of the work or the completion of the work.
3. In the event of discrepancies in the performance of the Contracted Work, the Customer may set a deadline within which the Supplier must take action to realign with the contractual obligations.
4. The Parties explicitly agree that any partial acceptance of the works or works covered by the Contracted Work may not entail the obligation of final acceptance of the activity, the Customer remaining free to contest in whole or in part the correct execution of the work or works even in the presence of partial acceptances that occurred during the course of execution.

For Acceptance (Stamp & Signature)

Date: _____

Supplier (Legal Representative)

For express approval of the articles: Purpose of the GTC; Selection, Order and Acceptance; Delivery; Warranty; Liability and insurance; Withdrawal and Termination, Law and Jurisdiction; Warranty (CAPEX); Testing and acceptance; Acceptance of the Contracted Work.

Supplier (Legal Representative)