

## POWER4FUTURE S.p.A.

Registered office Via Stelloni Ponente, 33 – 40012 Calderara del Reno (BO) - Italy  
TAX CODE/VAT NO. 03941241204

### GENERAL PURCHASING P4F CONDITIONS (CGAC SI ed. January 2022)

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## **1. INTRODUCTION AND DEFINITIONS**

1.1. The general conditions of purchase set forth hereunder form an integral part of the orders awarded by POWER4FUTURE to the supplier and apply to the relevant relationships unless otherwise set forth in the special terms and conditions of the order.

1.2. For the purpose of these terms and conditions and the special terms and conditions of the order, the terms hereunder, regardless of whether in singular or plural form, will have the following meaning specified for each as follows:

**“POWER4FUTURE”**: POWER4FUTURE S.p.A.;

**“supplier”**: a natural or legal person or groups of such persons with whom POWER4FUTURE concludes works, service or supply contracts.

**“Purchasing Department”**: the purchasing department of POWER4FUTURE which has issued the order.

**“Department in Charge”**: the Production Unit indicated as the final recipient of the supply or, if no such indication exists, the Purchasing Department;

**“Confidential Information”**: any information of any kind (commercial, financial, technical, operational, managerial, administrative, legal, etc.) and in any form (written or oral, in visual or electronic form, on paper, or on magnetic or digital media, without any exception), including by way of mere example data, know-how, drawings, models, plans, formulas, designs, procedures or processes, images, files, archives, databases, software and source codes, materials, samples of materials, products, equipment and all the relevant technical and functional specifications, which the supplier should have access to before or after the date of execution of the order, directly or indirectly, including by accessing the documentation and/or goods of any kind provided, following commercial discussions or during the execution of activities related, connected or consequent to the order, regardless of whether they were specifically identified as “confidential”, “classified”, “privileged” or “price-sensitive”;

**“Production Unit”**: head office, directorates, offices, factories, other production sites and other places available to POWER4FUTURE.

1.3. References to laws and regulations of any type referred to in these conditions shall be deemed to refer to the provisions of such laws and regulations in force at the time of their application.

## **2.CONTRACT PROCEDURES AND TERMS OF EXECUTION**

2.1. POWER4FUTURE shall, solely through the Purchasing Department, send any technical documentation necessary for the performance of the order along with such order.

2.2. Unless otherwise specified, the order must be accepted by the supplier within 20 (twenty) days from the date of the order itself by returning to the Purchasing Department a copy of the order (or of the acceptance form) and of the technical documentation duly signed on each page or signing the electronic order by digital signature. The contract between POWER4FUTURE and the supplier will be deemed as executed only upon receipt by POWER4FUTURE of such documents. The supplier shall not initiate execution of the contract before having returned to POWER4FUTURE the duly signed order, including the section relating to the specific acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code, according to the procedures and terms set forth in these terms and conditions or specified in the order itself.

2.3. All the quantities, measures, types, prices or considerations and information of any kind listed by the supplier in the offer, and all the relevant technical and economic information acquired by the supplier during negotiations, either in writing or verbally, shall have the sole purpose of allowing the parties to attain a better understanding of the specifications of the request or of the offer. The above information shall not be taken in any way as parameters or reference values for future and possible requests or monetary claims.

2.4. The supplier acknowledges that any amendments and/or changes to and/or issuance of orders will be the exclusive responsibility of the Purchasing Department. The supplier shall never enter into negotiations or undertake binding engagements with parties other than the Purchasing Department.

2.5. Any negotiation whatsoever entered into in breach of paragraph 2.4. hereof will not be binding on POWER4FUTURE; any obligations assumed will be borne by the supplier.

2.6. In any event, POWER4FUTURE shall not accept or execute payment requests for orders not issued directly by the Purchasing Department.

2.7. The supplier must promptly communicate to the Department in Charge all changes made to its corporate details, including e.g. if the tax position used for performance of the order is different from that of the registered office of the supplier or that communicated at the time of the order (e.g. permanent establishment in Italy).

2.8. The supplier shall bear exclusive responsibility for the performance of obligations towards Italian authorities associated with its direct or indirect presence and/or with the performance of activities within the Italian territory.

### **3. AMENDMENTS TO THE ORDER**

3.1. POWER4FUTURE may amend the contents of the order, provided that this is done in good time, as deemed necessary at the latter's sole discretion.

### **4. PLACE OF DELIVERY OF THE GOODS**

4.1. The place of delivery of the goods shall be the Production Unit or other place specified in the order.

### **5. DISPATCH**

5.1. The dispatch of the goods supplied shall be performed at the place of delivery at the care and at the expense of the supplier and under its responsibility in order to guarantee the full integrity of the goods and full compliance with the delivery terms mentioned in the order. The dispatch risks shall be in any case borne by the supplier. Particular conditions, if any, included in the order shall have to be complied with. In the absence of particular conditions, the most suitable means shall be used, upon preliminary notification to the Department in Charge.

5.2. The supplier shall give prompt notice of the dispatch to the Department in Charge. Each dispatch will be accompanied by one copy of the dispatch note, including the order details order (supplier code, number and position), and the package note, with the list of the goods contained (including the POWER4FUTURE Material Code) and the related quantity and weight (according to the unit of measure set out in the order) and all additional indications set out in the order. Should the dispatch note have certain shortcomings, errors or omissions that do not allow the unique/precise identification of the goods or their attribution to a specific order, POWER4FUTURE reserves, at its sole discretion, the right not to take charge of such goods.

5.3. POWER4FUTURE will not take charge of any goods that are delivered earlier than agreed or in a quantity exceeding that specified in the order.

5.4. POWER4FUTURE reserves the right, at its sole discretion, to take charge of any goods which have been delivered early or in excess. In such case, the expenses for storage and for the proper preservation of the goods shall be charged to the supplier, along with the risk of their deterioration and/or destruction.

5.5. The delivery of goods is agreed to be undertaken in accordance with the DDP clause (Incoterms 2010) for all goods coming from EU countries, or already released for free circulation in the EU, and with the DAP clause (Incoterms 2010) for all goods coming from non-EU countries or in any case subject to custom constraints. It is understood that the delivery will be carried out at the warehouse or any other location that may be indicated to the carrier by the receiving personnel.

In case of goods sold by EU suppliers and coming from EU countries other than Italy, the invoice must specify the combined TARIC nomenclature code. Supplies from countries other than the country of the supplier, as indicated in the order heading, must be preceded by a notice of at least 10 (ten) days to be sent by fax to the place where the goods are to be delivered specified in the order, to the Department in Charge and to the dispatch address of the invoices indicated in the order, containing the information and the documents necessary for the proper logistical management and any customs compliance; without prejudice to the supplier's exclusive liability for the fulfilment of the obligations undertaken, any additional expenses incurred by POWER4FUTURE due to the fact that the deliveries in question originate in countries different from the country of the supplier, will be borne by the latter.

5.6. In the case of non-EU goods not in free circulation, the invoices must be accompanied by the certificate of origin or by the EU certificate of free circulation of goods.

5.7. The goods must comply with applicable EU and Italian laws and regulations.

5.8. In all cases where POWER4FUTURE does not take charge of the goods, they will be rejected and the associated risks, charges and expenses will remain the sole responsibility of the supplier. Any costs incurred by POWER4FUTURE for the return of such goods will be charged to the supplier.

5.9. Any extra costs which POWER4FUTURE may incur as a result of non-compliance with the provisions of Article 5 hereof will be charged to the supplier.

## **6. ACCEPTANCE OF THE GOODS**

6.1. The delivery of goods to the receiving personnel does not imply any acceptance, which will be given instead after the positive outcome of the verification of the conformity of the goods with the order and of the absence of defects. POWER4FUTURE is entitled to report to the supplier, even after receipt and regardless of whether the invoices have been paid, the presence of defects or the non-conformity of the goods with the order, in accordance with Section 11. In such case, the supplier must promptly remedy the non-conformity and replace any goods with flaws or defects in relation to the scheduled needs of POWER4FUTURE's work.

6.2. Whenever the order foresees that the goods are to be installed, assembled or otherwise implemented, with a service that is additional to the supply of such goods, delivery will be deemed made only as of completion of the installation, assembly or implementation. If such services do not ensure the full functionality of the goods, as set forth in the order, the rules set out in paragraph 6.1 will apply.

6.3. Whenever the order foresees that the goods are to be delivered separately, it is understood that the order is deemed fulfilled only after its integral execution. With regard to individual delivery terms, the rules set out in art. 7 shall apply.

## **7. DELIVERY TERMS – PENALTIES**

7.1. The delivery terms of the goods, both final and intermediate, which have been agreed and specified in the order and in any other contractual documentation, are to be considered mandatory.

7.2. In case of a breach of the aforesaid terms that is not justified by force majeure, liquidated damages shall be applied for an amount of 5% of the total consideration provided in the order for each week, or portion thereof of delay up to a maximum of 20% of the above consideration, unless otherwise agreed in the order itself. If the delay should exceed four weeks from the date agreed for delivery or the other contractual obligations, POWER4FUTURE may declare the contract terminated in accordance with Section 20 below and shall be entitled to the penalties already accrued and to compensation for any further damages suffered.

## **8. TESTING**

8.1. The supplier acknowledges that the goods supplied may have to be tested. Testing shall be performed by the supplier through the entities mentioned in the order or required by law, in compliance with all applicable rules, regulations and procedures. Where permitted, testing shall be performed by representatives of the supplier appointed for this purpose, who will then issue the related certificate (certificato privato).

8.2. The supplier shall bear all the expenses related to the tests, including those due to any test repetitions, the fee due to the entity in charge of the tests performed in the supplier's premises and/or plants and, if required, for testing at the Production Unit or on-board ships under construction, repair or transformation.

8.3. Persons appointed by POWER4FUTURE and representatives of the customer may attend acceptance tests and may access the supplier's workshops and factories.

8.4. The test run will be proven by a relevant certificate to be sent by the supplier to the Department in Charge. In the absence of said certificate, the goods will be considered as lacking the essential qualities for their intended use, with the consequences set out in Article 1497 of the Italian Civil Code.

8.5. Regardless of the prescribed test, POWER4FUTURE reserves the right to verify, at any time and using the methods it deems most appropriate, the compliance of the goods with the terms and conditions of the order.

## **9. INSPECTION RIGHTS**

9.1. The Production Unit which is recipient of the supply and the Department in Charge have the right to verify how the order is being performed.

9.2. Without prejudice to its liability arising therefrom, the supplier shall give persons appointed by POWER4FUTURE, and of any of its customers, free access to its workshops and factories, in order to check the progress and quality of works necessary for the fulfilment of the order.

9.3. The delegates referred to in paragraph 9.2 may perform all tests deemed appropriate in order to verify that the goods supplied comply with the conditions of the order.

9.4. The costs incurred for the tests will be borne by the supplier.

## **10. TECHNICAL DOCUMENTATION**

10.1. The supplier undertakes to deliver to the Department in Charge all the technical documentation relating to the supply within the terms provided in the order.

10.2. In the event of non-delivery of the relevant technical documentation within the terms provided in the order, the supplier shall be liable to liquidated damages equal to 0.05% of the total consideration provided in the order for every day of delay up to a maximum of 4%.

## **11. WARRANTY AND DEFECTIVE PRODUCT LIABILITY**

11.1. The supplier warrants to POWER4FUTURE that it will duly perform the supply, both in compliance with technical data and operating requirements, and in terms of the quality of the materials used, processing and operation of each of its parts and of the supply as a whole.

11.2. The above warranty will expire after 15 (fifteen) months from delivery of the works by POWER4FUTURE to the end customer.

11.3. For the purpose of the foregoing warranty and upon specific request by POWER4FUTURE or by the customer, the supplier shall be obliged to intervene, immediately or in any case within no more than 10 (ten) working days, in the Production Units or elsewhere, and to repair or replace at its own cost and as quickly as possible any goods with any defects or deviations, provided that they are reported within 60 days from the time they were discovered.

11.4. The parts repaired or replaced shall be guaranteed at the same conditions as for the supply in paragraph 11.1, for a period equal to that under paragraph 11.2 and starting from delivery of the repaired or replaced part.

11.5. If the supplier fails to eliminate the defects or deviations within the stipulated terms, POWER4FUTURE shall be entitled, notwithstanding any other of its rights, to take action in this regard directly or through third parties, without further notifications, and charging the related expenses to the supplier in default.

11.6. Where it is necessary to take prompt action, even before having notified defects or deviations, POWER4FUTURE shall have the same rights and powers mentioned above.

11.7. Should POWER4FUTURE be held accountable for the defects, regardless of when they become apparent, of a product assembled by the supplier or by its sub-suppliers, POWER4FUTURE will have a right of recourse action against the supplier to which the defective component assembled is attributable.

## **12. SAFETY OF SUBSTANCES/ PREPARATIONS/ PRODUCTS/ MATERIALS**

12.1. The supplier expressly warrants to POWER4FUTURE that the materials provided comply with all applicable regulations on product safety, in particular with reference to compliance with the provisions of Regulation (EC) No 1907/2006 (REACH), Regulation (EC) No 1272/2008 (CLP) and Italian Legislative Decree no. 81/08.

12.2. For the purposes of TITLE IX – “Hazardous substances” of Italian Legislative Decree 81/08, regarding protection from chemical agents, carcinogens and mutagens, all products and materials supplied – the composition of which includes substances or preparations classified as chemicals by applicable law or that, although not classified as dangerous, may pose a risk because of their chemical-physical, chemical, chemical-technological characteristics – must be provided together with a list of the products and materials containing chemicals that make up the subject of the order and the related safety data sheets prepared in accordance with applicable regulations.

12.3. The safety data sheets must be delivered or sent in electronic form to the Production Unit.

12.4. If for any reason, or also at the request of POWER4FUTURE, after the issuance of the order and prior to the delivery of the goods, products and materials under the order were to be replaced and/or modified so as to change their “classification for the purposes of labour and environment risk assessment”, with particular reference to the hazard statements H340 (ex R46; ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49 ), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39) and H372 (ex R48) according to Regulation (EC) 1272/2008, the supplier shall send POWER4FUTURE in advance and promptly, and in any case at least sixty (60) days before the date of delivery of the goods and/or the start of the works, the list of the products and materials containing chemicals and the safety data sheets of the new products included in the list, together with any updates to safety data sheets compared already provided.

12.5. By signing the order, the supplier represents and warrants that all the activities required, connected or associated with such order, including any warranty services, will be carried out using ready-to-use materials that are not classified as carcinogens and mutagens with “Hazard Statements” H340 (ex R46; ex R47), H350 (ex R45) and H350i (ex R49).

## **13. PRICES**

13.1. The prices mentioned in the order are to be considered as fixed on the whole and not subject to adjustment until complete execution of the order, irrespective of the provisions of article 1467 of the Italian Civil Code. Prices are agreed to be inclusive of dispatch, transport and packaging costs and all other charges, costs or expenses.

## 14. PAYMENT

14.1. Payments must be made by bank transfer within 90 (ninety) days of the delivery of the goods upon presentation of the invoice. Any delay in payment due to irregularities and/or non-compliance of invoices or to delays in issuing or sending them by the supplier will in no event be attributable to POWER4FUTURE.

14.2. The supplier undertakes to promptly communicate to the Department in Charge its current account number as well as the details of the bank where the account is open, and to timely notify any relevant variation.

14.3. All notices required under and for the purposes of paragraph 14.2, including any payment instructions, will be made by written notice on the supplier's letterhead, signed in original by its legal representative. The notice will clearly indicate the stamped or written name and surname of the signatory close to the signature and his/her qualification as legal representative. Any and all communications made using methods or formats other than those set out above will be null and void; consequently, they will be considered as not carried out and unenforceable against POWER4FUTURE, which will not be required to make any communication in relation thereto.

14.4. In no event can the supplier make any claim for a delayed payment if such delay is caused by the fact that the notice of its bank details has not been given or was incorrect or late.

14.5 It is understood between the Parties that POWER4FUTURE may at any time offset any debts owed by the supplier to POWER4FUTURE, including any penalties due, with any debts owed by POWER4FUTURE to the supplier (in both cases, irrespective of the security from which the debt arose and of whether such liabilities are certain, liquid or payable), in accordance with Article 1252 of the Italian Civil Code.

## 15. INVOICING

15.1. Invoicing will take place according to the intervals indicated in the order. The invoice must indicate the order number in relation to which it was issued; each invoice must refer to one individual order.

15.2. With reference to Italian suppliers, invoices must be issued in the electronic invoice format (XML) and sent via the Interchange System (SDI). Invoices and change notes should be sent using the Sending Format set forth for invoicing between individuals or B2B, which includes a 7-character "W7YVJK9" Consignee Code. For delivery of electronic invoices, it is sufficient to include the correct Consignee Code W7YVJK9 and the VAT number 03941241204. The SDI will forward the document to the electronic address communicated by POWER4FUTURE using the "registration service" rather than any other address which may be indicated in the electronic invoice. Should an invoice be issued using a method other than that required by law (e.g. paper form), the invoice - by express legal provision - will be considered not issued.

15.3. With reference to suppliers with registered offices abroad, invoices, credit notes and related attachments should be sent to the following e-mail address: **power4future@legalmail.it**. If it is not possible to use e-mails, any invoices, credit notes and related attachments may be sent by post to the following address:

**POWER4FUTURE S.p.A., Via Stelloni Ponente 33 - 40012 Calderara di Reno (BO).**

15.4. Any costs which POWER4FUTURE S.P.A. may incur as a consequence of defects, errors or omissions in relation to the documentation submitted by the supplier (invoices, transport documents, certificates of origin, etc.) will be borne by the supplier.



## **16. INCORRECT OR INCOMPLETE DOCUMENTATION**

16.1. Any costs which POWER4FUTURE may incur as a consequence of defects, errors or omissions in relation to the documentation submitted by the supplier (invoices, transport documents, certificates of origin, etc.) will be borne by the supplier.

16.2. A lump sum of EUR 50.00 (fifty) may be charged as a reimbursement of the related management costs for each transport document which is incomplete or that has been filled out incorrectly.

## **17. WEIGHT**

17.1. For goods invoiced by weight, the price to be paid will be based on the weight recorded on receipt of such goods by the balance equipment at the place of delivery, unless otherwise specified in the order.

## **18. WORKS TO BE PERFORMED WITHIN THE PRODUCTION UNITS.**

18.1. Should the services referred to in the contract relating to the Works be carried out for technical reasons or due to the particular nature of the processing, even occasionally, within the Production Units or at third-party production sites, they will be regulated by directives and/or provisions of POWER4FUTURE and/or those applicable to POWER4FUTURE itself. The acceptance of the order therefore constitutes proof that the supplier has read and/or received a copy of the aforesaid directives and/or provisions and that they are fully, unconditionally accepted.

18.2. In case of non-compliance with the aforementioned directives and/or provisions, and in particular breach of the communication obligations relating to the Company's personnel and/or compliance with safety regulations, with particular regard to non-compliance with the provisions contained in the D.U.V.R.I. (Interference Risk Assessment Document), POWER4FUTURE shall have the right to declare the contract terminated in the manner described in paragraph 20.2 below, in any case without prejudice to the right to compensation for damages suffered by POWER4FUTURE.

## **19. CONTRACTUAL DOCUMENTATION – ANTI-MAFIA CERTIFICATION – INSURANCE**

19.1. The supplier acknowledges and agrees that POWER4FUTURE, also with regard to the nature and quality of its own customer or of the goods supplied, may request the preliminary presentation of technical or professional certificates attesting the particular suitability or specific qualifications of the supplier. A similar request may be made in connection with so-called “Anti-mafia Certifications”.

19.2. In the event the order has been signed by temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in paragraph 19.1 shall be presented by each of the parties participating in these forms of association.

19.3. The supplier acknowledges and agrees that the effectiveness of orders for more than EUR 150,000.00 (one hundred fifty thousand) is subject, among other things, to the supplier sending to the Purchasing Department, at the same time of acceptance, the following documents:

a) certificate of registration with the Italian Chamber of Commerce, Industry, Agriculture and Artisanry, with the Company record of the supplier or equivalent certificate in case of foreign entities; b) self-declaration under Articles 46 and 47 of Italian Presidential Decree 445 of 28 December 2000, using the form annexed to the orders, with which the owner or director with powers of representation of the supplier, states that none of the causes of prohibition, revocation or suspension referred to in Article 67 of Italian Legislative Decree no. 159/2011 and subsequent amendments and additions, exist in relation to themselves, to cohabiting family members and to all other persons specified by Article 85(1-2c) of Italian Legislative Decree no. 159/2011. In the case of an order issued in favour of temporary associations of enterprises, consortia or companies involved in a network contract, the documents referred to in a) and b) must be provided by each of the parties participating in these forms of association. All the above is without prejudice to the obligation for the supplier to maintain the documentation constantly updated, to promptly inform POWER4FUTURE about any changes regarding the documentation referred to in points a) and b), and to resubmit the documents within the



deadline set for the documentation already in POWER4FUTURE's possession and in any case after six months from receipt of the order.

19.4. The supplier undertakes to denounce to the Judicial Authority any attempt of extortion, intimidation or conditioning of criminal nature, in any form, including against its shareholders and directors, as well as the related family members.

19.5. If the supplier fails to comply promptly with the provisions of this article, POWER4FUTURE has the right to suspend payments and to declare the order terminated, in the manner set forth in paragraph 20.2, thus also reserving its right to bring any appropriate action in order to protect its rights.

19.6 In relation to the responsibilities incumbent on the supplier, the supplier is obliged to deliver to POWER4FUTURE, at the latest at the time of acceptance of the order and/or delivery of the Works, suitable insurance policies taken out with a primary insurance company. Such insurance policies must be taken out in compliance with the requirements set out in the annex "Insurance Coverage for POWER4FUTURE Suppliers".

The insurance must expressly cover gross negligence of the insured party and gross negligence or willful misconduct of individuals for whom the supplier is liable, pursuant to regulations, and/or to the general contractual terms and conditions of POWER4FUTURE.

## **20. EXPRESS TERMINATION CLAUSE**

20.1. The Parties agree that the order will automatically be terminated in case of default or breach by the supplier of the obligations set forth in the provisions hereunder, in any case without prejudice to POWER4FUTURE's right to claim compensation for any and all related, connected and consequent damages incurred:

- Paragraph 7.2. (Delay in delivery of goods exceeding four weeks);
- Sections 18.2 and 18.3 (Failure to comply with directives and/or provisions of POWER4FUTURE or other third-party sites);
- Section 19. (Non-compliance with the provisions related to contractual documentation and anti-mafia certification);
- Section 22. (Prohibition against assignment of the order);
- Section 29. (Non-compliance with the provisions related to the *"Supplier's declaration of the absence of conflicts of interest"*);
- Section 30 (Non-compliance with the Code of Conduct and Organizational, Management and Control Model)
- Paragraph 32.6 (Duration of *force majeure* exceeding 30 days).

20.2 In order to declare the contract terminated, POWER4FUTURE shall notify the supplier by registered mail with recorded delivery or by certified e-mail of its intention to terminate. Termination of the contract shall become effective as of receipt of the notice.

## **21. FINANCIAL GUARANTEES**

21.1. The supplier acknowledges that POWER4FUTURE shall request suitable guarantees from third parties to cover any advance payments, the quality and operation of the subject matter of the supply and performance of the guarantee obligations to which the supplier is bound.

21.2. The supplier acknowledges that all guarantees issued by third parties covering the obligations set forth in the order must indicate "POWER4FUTURE S.p.A., Via Stelloni Ponente 33 – 40012 Calderara di Reno (BO), Tax code 03941241204" as beneficiary.

## **22. ASSIGNMENT OF THE ORDER**

22.1. The supplier shall not assign or transfer the order.

## **23. CREDIT ASSIGNMENT AND FACTORING**

23.1. The supplier shall not assign, including under a factoring contract, any credits accrued and that may accrue against POWER4FUTURE, and any ensuing from the order. Any exception to this prohibition must be agreed in writing with POWER4FUTURE at any given time.

## **24. PROHIBITION OF PUBLICITY**

24.1. The supplier shall not engage in any form of publicity making reference to any supply made to POWER4FUTURE.

24.2. Notwithstanding the foregoing prohibition and at its sole discretion, POWER4FUTURE may at any given time authorize special forms of publicity to be done in a manner to be indicated by POWER4FUTURE.

## **25. PATENTS**

25.1. The supplier fully warrants to POWER4FUTURE that the goods supplied have not been and will not be produced in violation of patent rights of any kind and belonging to anyone. If a claim related to the alleged violation of patent rights on the subject matter of the order is brought against POWER4FUTURE before a court, the supplier shall appear before such court, and hold POWER4FUTURE harmless from any further consequences, both financial and non-financial.

25.2. The supplier further warrants to POWER4FUTURE that it has the right to use and trade the goods supplied, both in Italy and abroad.

## **26. CONTRACTUAL AMENDMENTS**

26.1. Any amendment to these terms and conditions and to the special order terms and conditions must be made in writing and signed both by POWER4FUTURE and the supplier, or will otherwise be null and void.

## **27. CONFIDENTIALITY**

27.1. The supplier agrees to keep the Confidential Information strictly confidential, to ensure its secrecy and to use it for the sole purpose of performing its obligations under the order. The supplier undertakes not to disclose, circulate or communicate Confidential Information, even after termination for any reason or completion of the order, for any reason or in any manner to any third party and to take all necessary and appropriate measures and precautions to prevent unauthorized access, disclosure and unauthorized use of Confidential Information. In light of the above, the supplier, among other things, shall not sell to third parties the materials that it may have produced on the basis or making use of Confidential Information and shall limit such production, if any, to the quantities required by the order, destroying any and all waste and/or surplus.

## **28. NOTICES**

28.1. Unless otherwise specified, notices addressed to POWER4FUTURE must be sent to the Department in Charge. Notices must be on the official letterhead and signed by the legal representative, or by another person with the necessary powers to represent the supplier, or digitally signed. Alongside the signature, the first name, surname and position of the undersigned must be clearly indicated by means of a stamp or printed characters.

28.2. Any notice made other than in compliance with paragraph 28.1, or without the information requested therein, will have no effect whatsoever. Consequently, any such notice will be deemed as not given and, as such, not enforceable against POWER4FUTURE, which will not be required to make any communication in relation thereto.

## **29. CODE OF CONDUCT AND ORGANISATIONAL, MANAGEMENT AND CONTROL MODEL**

29.1. The supplier undertakes to comply with the principles contained in the Code of Conduct and in the Organization, Management and Control Model pursuant to Italian Legislative Decree 231/2001 (implementation of the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) adopted by POWER4FUTURE, published and freely consultable at the following Internet address <https://www.fincantieri.com/it/gruppo/controllate-collegate/fincantieri-si/>. In case of default in this regard by the supplier, POWER4FUTURE shall have the right to declare the order terminated in accordance with Section 20.2 of these terms and conditions, without prejudice to any other action before the Judicial Authority.

## **30 PROCESSING OF PERSONAL DATA**

30.1. Personal data processing will be performed in accordance with the principles and obligations set forth in current regulations on the protection of personal data and, in particular, Regulation (EU) 2016/679 (hereinafter, also the "GDPR"), Italian Legislative Decree 196/2003 as amended by Italian Legislative Decree no. 101 of 10 August 2018 and any other legislation on the processing of personal data in force and/or which may subsequently be issued, as well as in compliance with the measures issued by the Italian Data Protection Authority and the European Data Protection Board (hereinafter, the "Privacy Legislation").

30.2. With reference to the personal data of employees and/or partners of the other party, of which each party will become aware or in any case will process within and for the purpose of conclusion and execution of the contract, the parties undertake to process such data in compliance with the Privacy Legislation.

In particular, the parties acknowledge that each of them assumes the status of independent Data Controller and to this end they mutually undertake to: i) restrict the processing of personal data to the above mentioned purpose only; ii) make personal data accessible to authorized employees and collaborators only insofar as is strictly necessary; iii) store personal data in compliance with the principles of proportionality and necessity and, in any case, until the processing purpose has been pursued; iv) warrant the exercise of the rights granted to data subjects under Articles 12 *et seq.* of the GDPR, with particular reference to the rights inherent to the disclosure obligations; v) implement all technical and organizational measures to ensure a level of security appropriate to the risk according to the parameters established by European privacy legislation (Articles 32-35 of the GDPR).

30.3. The supplier acknowledges having received the privacy policy with the contents set forth in Articles 13 and 14 of the GDPR from POWER4FUTURE and undertakes to send such policy to its employees and/or consultants and/or all natural persons whose personal data may be processed by POWER4FUTURE in the execution of this contract, assuming all responsibility and/or holding POWER4FUTURE harmless from any damaging consequences deriving from the non-observance of this clause.

POWER4FUTURE undertakes to maintain and process the supplier's personal data for the purpose and for the time strictly necessary for the execution of the contract, without prejudice to legal obligations that set out a different storage period.

30.4. Any appointment as Data Processor pursuant to Article 28 of the GDPR will be made by signing the deed of appointment as per Annex no. [●].

30.5 In order to ensure an adequate level of protection of personal data, where data processing is conducted by a supplier located in countries outside the European Economic Area (EEA), the Parties hereby establish that they will use the Standard Contractual Clauses adopted by the European Commission pursuant to Directive 95/46/EC, as well as any other contractual instrument or protection measure that may be identified by the Italian Data Protection Authority.

30.6 In case of breach of the obligations under this article by the supplier, POWER4FUTURE shall have the right to declare the order terminated in accordance with Section 20.2 of these terms and conditions, without prejudice to any other action before the Judicial Authority.

### **31. FORCE MAJEURE**

31.1. In any case of force majeure whatsoever which the parties are not able to foresee using due diligence, the parties shall be entitled to request the discontinuance and the resumption of the contract execution within a term to be determined by mutual agreement.

31.2. Events of force majeure include wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restriction in the use of energy, general lack of raw materials or other essential elements for production, embargoes, countrywide strikes called by trade unions to which the parties belong, requirements of civil and military authorities and any other element that may not be predicted using due diligence.

31.3. In the cases referred to in the preceding paragraph, delivery terms shall be extended for a period corresponding to the working days lost due to occurrence of the aforementioned force majeure events.

31.4. The party who cannot perform its obligations or who may not benefit from the other party's performance due to a force majeure event undertakes to notify to the other party (for the supplier, to the Purchasing Department and the relevant Production Unit), within 7 (seven) days from the occurrence of said event, the date on which it has occurred and the date on which it presumably shall cease its effects.

31.5. Should the occurrence of force majeure events delay the progress of other works already scheduled in close association with the delivery of the goods affected by such events, the supplier shall take all action and apply all remedies necessary in order to minimize such delay to any extent possible. In case of negligent omissions by the supplier, any additional costs which POWER4FUTURE may incur will be borne entirely by the supplier, without prejudice to the right to compensation for any damages suffered by POWER4FUTURE.

31.6. Should the events of force majeure continue for more than 30 (thirty) days, the parties shall be entitled to consider the order as terminated according to the procedures set forth in article 20.2 hereof.

### **32. APPLICABLE LAW – JURISDICTION**

32.1. These terms and conditions and the particular terms and conditions of the order will be governed by the laws of Italy, with the express exclusion of all regulations of international private law and any other sources of law not expressly mentioned herein.

32.2. The Court of Milano shall have exclusive jurisdiction for any dispute concerning the interpretation and/or execution of these terms and conditions and of the orders, including disputes relating to their validity or to the existence or total amount of any credits due to POWER4FUTURE, with the express exclusion of any other alternative or concurrent jurisdiction. Such jurisdiction or venue may not be derogated even by reason of a joinder.