

## GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

(CGAC ed. January 2025)

### 1. Overview. Scope of application

- 1.1 The following general conditions of purchase (hereinafter, the "**General Conditions**") shall apply to all supplies of goods and/or services provided by the supplier (hereinafter, the "**Supplier**") to Soilmec SpA (hereinafter, "**Purchaser**" and, together with the **Supplier**, the "**Parties**") in any form, finalized by means of a purchase agreement (hereinafter, the "**Purchase Agreement**") or by means of an express confirmation of the purchase order (hereinafter, the "**Purchase Order**") issued by the Purchaser. These General Conditions are published and freely accessible on the website: [www.soilmec.com](http://www.soilmec.com).
- 1.2 Any amendment, and/or addition to the General Conditions shall be binding on the Parties only with specific written acceptance by both of them.
- 1.3 The General Conditions are the only terms and conditions applicable to the purchases made by the Purchaser of goods and/or services supplied by the Supplier based on the Purchase Orders or Purchase Agreements issued by the Purchaser. The Supplier therefore waives the application of any of its own general and particular conditions which must therefore be considered ineffective between the Parties.
- 1.4 Any purchase of goods and/or services between the Parties shall therefore be governed by the General Terms and Conditions, the Purchase Agreement, if any, and the Purchase Order. The General Terms and Conditions, together with the Purchase Order and the Purchase Agreement, if any, and all documents attached thereto, constitute the entire agreement between the Parties regarding the supply and supersede any previous agreement, communication, declaration, correspondence, oral or written, exchanged or finalised between the Parties relating thereto. In case of any ambiguity or discrepancy between the aforementioned documents, the Purchase Order or the Purchase Agreement shall prevail in the interpretation and resolution of such ambiguity or discrepancy.
- 1.5 Any changes requested by the Purchaser in the quantities of goods or services to be supplied by the Supplier will determine a change in the overall price, either upwards or downwards, by applying the unit prices for the goods or services indicated in the Purchase Order or Purchase Agreement based on the new quantities requested. However, variations requested by the Purchaser which may alter the nature and/or quality of the goods or services shall be subject to a written agreement between the Parties.

### 2. Acceptance of Purchase Orders

- 2.1 The Purchase Order becomes binding and irrevocable for the Purchaser once the order confirmation, duly signed for acceptance by the Supplier, is received by the Purchaser. The order confirmation must be received by the Purchaser within 15 (fifteen) days from the receipt of the Purchase Order or from any other time therein specified. Until the Supplier has returned the duly countersigned order confirmation, the Purchaser may revoke the Purchase Order and/or refuse the supply.
- 2.2 Upon acceptance of the purchase order, the Supplier agrees to supply the goods and/or services in compliance with the attached technical specifications.
- 2.3 If the Supplier's acceptance of the Purchase Order contains any additions or modifications, it will be considered a counter-offer. The Purchaser must confirm the counter-offer by issuing a specific Purchase Order that reflects the additions or modifications included by the Supplier.
- 2.4 The Purchase Order may also be issued by the Purchaser by electronic transmission or fax.

### 3. Risk and Title. Delivery and Acceptance

#### 3.1 Returns

The *Incoterms* rules mentioned in the Purchase Order or in the Purchase Contract will be applied to determine the compliance with the delivery conditions and the transfer of the risk of total or partial damage or loss of the Goods from the Supplier to the Purchaser. Unless otherwise agreed, the Supplier shall ensure that the packaging and transport of the goods are carried out by itself, or by a third party, at its own expense, with all the precautions necessary to protect the goods from any damage until delivery.

### **3.2 Transfer of title and acceptance**

Ownership of the goods will be considered transferred to the Purchaser at the moment of risk transfer as specified by the *Incoterms* applicable to the specific agreed method of delivery. Ownership of the work created in execution of the service(s) shall be transferred to the Purchaser upon its acceptance. In both cases, and where applicable, the goods or services (or any work product thereof) shall be deemed to have been finally accepted by the Purchaser only upon the positive outcome of the inspection procedure adopted by the Purchaser.

### **3.3 Place and time of delivery**

The Supplier agrees to deliver the goods or perform the service in compliance with the terms specified in the Purchase Order and/or in the Purchase Agreement, whereas neither delays nor early deliveries are permitted. If goods are delivered before the agreed deadline, the Purchaser shall return them at the Supplier's expense or to charge the latter for storage costs and financial charges related to the early delivery period. Partial deliveries or supplies are excluded unless expressly agreed in the Purchase Order or in the Purchase Agreement.

The Supplier acknowledges and accepts that the terms of delivery terms of the goods or performance of the service established in the Purchase Order or in the Purchase Agreement are essential to the interests of the Purchaser.

### **3.4 Delayed delivery**

Unless otherwise specified in the Purchase Order or in the Purchase Agreement, the Purchaser reserves the right to apply a penalty for delayed delivery of goods or services. The penalty amount shall be established in the Purchase Order or in the Purchase Agreement and applied for each day or week late in the delivery of the goods or in completion of the service is late compared to the agreed deadline. In any case, the Purchaser shall be entitled to be compensated for any major damage caused to it directly or indirectly, including, but not limited to, damage caused by non-production as a result of delay in delivery of the goods or completion of the service.

### **3.5 Suspension**

The Purchaser, in its sole discretion, shall be entitled to instruct the Supplier to suspend the supply of the goods/service for any reason whatsoever by giving notice thereof to the Supplier, which shall specify the date of suspension and the estimated duration of the suspension. During the period of such suspension, the Supplier shall take all reasonable measures to reduce or control costs during the suspension period.

The Purchaser shall at any time be entitled the right to withdraw the suspension and the Supplier shall immediately restart the supply on the specified effective date of the withdrawal.

Should the Supplier believe that such suspension justifies a change in the amount specified in the Purchase Order or in the Purchase Agreement due to costs incurred by the Supplier and/or in the delivery date, the Supplier shall submit a written request by enclosing documentation which gives evidence of the change in amount and/or in the delivery date. The Purchaser shall inform the Supplier, within 5 (five) days of the Supplier's request, that the latter has been accepted or rejected, or it shall be integrated with details.

## **4. Price and payments**

**4.1** The amount that the Purchaser shall pay the Supplier for the goods and/or for performance of the services is the one indicated in the Purchase Order.

**4.2** Unless otherwise agreed, the prices indicated in the Purchase Order and/or in the Purchase Agreement are fixed and all-inclusive and shall not be subject to any revision, increase or decrease. This applies regardless of any increases or decreases in the prices of materials and/or labour cost that may occur during the completion of the order. The Parties agree that this provision is also to be considered in derogation of articles 1467 and 1664 of the Italian civil code.

**4.3** The terms and conditions for invoicing and payment of the amounts actually due (and not disputed) as a price for the goods supplied and/or services performed are those specified in the Purchase Order and/or in the Purchase Agreement.

**4.4** The Supplier expressly acknowledges that every payment will be made via bank transfer to the bank address indicated in the Purchase Order and/or Purchase Agreement.

**4.5** If the purpose of the Purchase Order or the Purchase Agreement is services to be performed, payment of the invoices issued by the Supplier shall be subject to the latter's prior demonstration along with the transmission and acquisition of the relevant documentation by the Purchaser, of full compliance with the law concerning the observance of remuneration, both from a regulatory and economic point of view, as well as and from the point of view of contribution, welfare and insurance of its employees. In any case the Supplier shall hold the Purchaser harmless and relieved from any and all damages, losses, costs or expenses (including any penalty imposed by the law) that may arise from any breach and/or failure by the Supplier to fulfil its obligations as provided for in this article.

**4.6** In all cases of Supplier default, the Purchaser shall have the right to suspend payments, without interest or penalty, until such default is remedied.

## **5. Visits and Inspections**

**5.1** The Supplier acknowledges and accepts that, without prejudice to any other remedy or right, the Purchaser has the right to access and visit the Supplier's premises to verify the progress and compliance with execution of the Purchase Order and/or the Purchase Agreement.

**5.2** The Supplier also acknowledges and accepts that the Purchaser has the right to inspect and check the goods supplied or the service performed on the delivery date or during its execution. Following the inspection, if the Purchaser deems that the goods or services do not comply with the specifics provided for in the Purchase Order or in the Purchase Agreement and/or suffer from faults or defects of any kind, the Purchaser shall have the right to refuse the goods supplied or the service performed. In this case, the Supplier agrees to promptly collect repair or replace the goods or to perform the services in accordance with what has been agreed, and to bear all the consequent expenses and costs, arising therefrom including by way of example, the transportation and shipping costs of non-complying goods.

## **6. Warranty of goods and services. Complaints**

**6.1** The Supplier guarantees that the goods delivered and/or the service performed are free from faults and defects and comply with the technical specifications attached to the Purchase Order and/or the Purchase Agreement. The goods and/or services supplied are considered defective if (a) they do not comply with the technical specifications, drawings, projects and any other requirements established in the Purchase Order or the Purchase Agreement, (b) they are not suitable for the use for which the Purchaser intended them, and/or (c) do not comply with applicable legislation. The Supplier hereby irrevocably waives the right to object to any delay by the Purchaser in reporting defects.

**6.2** Without prejudice to what is otherwise envisaged in the Purchase Order or Purchase Agreement, the Supplier guarantees the conformity of the goods supplied or the service performed in the terms of these General Conditions for a minimum period of 24 (twenty-four) months from the moment of delivery of the goods or completion of the service.

**6.3** Without prejudice to any rights due to the Purchaser pursuant to the Purchase Order, the Purchase Agreement, and to the law, if the goods supplied or the service performed are defective, upon request of the Purchaser within a reasonable time set forth by the Purchaser, the Supplier will have to repair or replace the defective goods or perform the service in compliance with the Purchase Order or the Purchase Agreement. If the Supplier fails to do so, the Purchaser may, alternatively and at its own discretion, (i) terminate the Purchase Agreement or the Purchase Order according to art. 16 (*Termination*), (ii) obtain an appropriate reduction of the price of the defective goods or service, or (iii) appoint a third party, at its own discretion and at the Supplier's expenses, in

order to take care of repair, replacement of defective goods or of the performance of the service. The Supplier hereby irrevocably waives the right to object to any delay by the Purchaser in reporting faults and defects.

- 6.4** Without prejudice to the provisions of article 6.3 above, in the event that the repair or replacement, re-performance or other action is necessary and urgent, the Supplier hereby authorises the Purchaser to intervene immediately, directly or through a third party, at the Supplier's cost. The necessity and urgency of the action as well as the costs incurred shall be duly documented by the Purchaser promptly after the action has been carried out. An action shall be considered necessary and urgent if a non-immediate execution of such action could have a detrimental effect on the equipment (e.g. machine downtime, etc.).
- 6.5** If the Supplier supplies goods or provides services of which it does not have full ownership, the Supplier shall indemnify the Purchaser in full against any claim by third parties and shall provide a full guarantee against eviction and claims.
- 6.6** The Parties agree that if the Purchaser disputes the supply of goods or performance of the service for any reason whatsoever, the Purchaser shall be entitled to suspend the relevant payments until the goods are supplied or the service are performed by the Supplier in accordance with the terms and conditions set out in the General Conditions, the Purchase Agreement and/or the Purchase Order. It is understood that the Supplier shall not be entitled to act for the recovery of the credit and that no interest of any kind shall be charged on the sums not paid by the Purchaser. Any payment made for the supply of the goods or the performance of the service shall not affect in any way the Purchaser's right to contest such supply of goods or performance of service and to repeat the payment as well as to claim compensation from the Supplier for any damages suffered, without any exception.

## **7. Supplier certifications**

Unless otherwise provided in the Purchase Order and/or in the Purchase Agreement, the Supplier shall demonstrate to the Purchaser that it has obtained, if necessary, even from an accredited body, the declarations of conformity with the certifications required by the Purchaser.

## **8. Purchaser's Goods**

The goods owned by the Purchaser shall remain its property, even if they are held or used by the Supplier to execute the Purchase Order and/or the Purchase Agreement. The Supplier undertakes to (i) to use the Purchaser's goods solely for the purpose to execute the supply of goods or to provide the service in the terms set out in the Purchase Order and/or the Purchase Agreement; and (ii) to visibly mark the Purchaser's goods as the sole property of the latter while they in Supplier's possession or use. The Supplier shall be liable towards the Purchaser for any full or partial damage to or destruction of the Purchaser's goods. For this purpose, it undertakes to pay the Purchaser an amount equal to the residual value of the goods damaged or destroyed, without prejudice to any compensation for damages.

## **9. Services. Prohibition to sub-supply and subcontract**

- 9.1** While performing the services, the Supplier undertakes to strictly comply with all legal and regulatory provisions applicable to performance of the service entrusted to it and in particular undertakes:
- (i) to take all responsibility relating to the service entrusted to it and guarantee that it has specialized personnel, suitable for the purpose;
  - (ii) to implement, for the provision of the service, all the technical, organizational and equipment measures foreseen or required by the current accident prevention regulations in force; both for the safety and hygiene at work of its technicians and workers, and for the safety of the people, systems and property of the Purchaser and third parties in compliance with the applicable legislation;
  - (iii) to report any changes related to the information provided to the Purchaser regarding the ownership of the company, the shareholder structure of the Supplier and the corporate organisation;
  - (iv) to guarantee that the people used to carry out the service (i) is, and will be, compliant with legal provisions regarding remuneration, contributions, tax, welfare and insurance and with all current

legislation regarding employment relationships (laws, regulations and CCNL/collective agreements), para-subordinate or collaboration and (ii) must be qualified for the work to be carried out.

**9.2** If the Supplier is called upon to perform a service at the Purchaser's factories, laboratories, warehouses or offices, it undertakes:

- (i) to ensure that its employees comply with the Purchaser's company regulations and safety procedures;
- (ii) to comply with all precautions and prohibitions in force to prevent fire hazards;
- (iii) to assume at its own expense all responsibility for accidents and damage of any kind, directly or indirectly caused by its employees and by its activities to employees or Purchaser property in general, and to expressly indemnify and hold the Purchaser harmless from and against any and all liability, cost, charge or claim by any third party in respect thereof;
- (iv) to provide, at its own expense, all the equipment needed to perform the service, guaranteeing its full suitability for the use intended and full compliance with current regulations.

**9.3** Unless otherwise agreed in writing between the Parties, the Supplier is expressly prohibited from subcontracting, even partially, to third parties the manufacture of the goods and/or the provision of the service covered by the Purchase Order and/or the Purchase Agreement. It is understood that if the Supplier uses sub-suppliers and/or subcontractors within the terms permitted therein, the Supplier undertakes to enforce the provisions of this art. 9 (*Services. Prohibition to sub-supply and subcontract*) and the following art. 17 (*Code of Ethics, Model 231, Suppliers Code and Anti-Corruption Policy*) and, in this regard, indemnifies the Purchaser from any liability and damage that may arise as a result of the sub-supply or subcontracting.

## **10. Insurance**

Unless otherwise provided in the Purchase Order and/or the Purchase Agreement, the Supplier undertakes to stipulate and maintain in full force and effect, at its own expense, an insurance policy (with a primary insurance company, deductibles and maximum coverage in compliance with the standard market conditions) to cover any liability for damages incurred from third parties for whatsoever reason, including the manufacturer's liability, arising from or in connection with the execution of the Purchase Order and/or the Purchase Agreement. The Supplier also undertakes to provide to the Purchaser, upon its own request, with a copy of such insurance policy as well as all documentations that give evidence that the payment of the insurance premiums has been duly made.

## **11. Indemnity and Compensation**

**11.1** The Supplier will be responsible and undertakes to indemnify and hold the Purchaser harmless for any direct and indirect damage, loss, claim, cost or expense (including expenses for legal defence) that the Purchaser may be incurred due to any non-compliance and/or any violation of the Supplier under the Purchase Order and/or the Purchase Agreement and/or, in any case, in relation to the supply, the goods supplied and/or the service performed by the Supplier.

**11.2** The Supplier will be responsible, and undertakes to indemnify and hold the Purchaser harmless, for any (a) damage suffered by a third party due to any fault or defect in the goods supplied or the service rendered by the Supplier, including any defect in the material or workmanship, improper construction or design, packaging, delivery; (b) any repair or replacement of the goods requested by competent authorities due to the non-compliance of the goods with laws and/or regulations applicable from time to time; (c) violation of any intellectual or industrial property right and/or any other right in general owned by third parties, and for (d) any judicial or administrative action or proceeding initiated or threatened by third parties who is entitled to make claims of any kind. The Supplier undertakes to (i) inform, promptly and in any case no later than 3 (three) days from becoming aware of it, the Purchaser in writing, of the occurrence of facts and/or circumstances which may generate disputes by third parties and/or for which third parties is entitled to make claims, and/or proceedings initiated or threatened by third parties; (ii) prompt set any claims of third parties who allege that their rights have been violated due to the possession or use, as the case may be, by the Purchaser of the goods and/or service; (iii) cooperate in good faith with the Purchaser to choose the best course of defence. The Purchaser will have the

right to designate, at the Supplier's cost and expense, its own consultants to support those consultants designated by the Supplier for defence against the action taken or threatened by the third party.

## 12. Industrial and intellectual property rights

12.1 The Parties acknowledge and accept that the property and any other intellectual and industrial property rights owned by each Party are and remain the sole property of that Party and, unless otherwise provided, no right and/or claim is acquired, transferred or granted to the other Party due to supply of goods and/or services in execution of the Purchase Order and/or the Purchase Agreement.

12.2 If any intellectual and industrial property rights of the Supplier are incorporated in the goods supplied and/or in the service rendered, the Supplier hereby grants the Purchaser all rights of use and/or a non-exclusive licence, free, perpetual, irrevocable, without territorial limits, transferable, with the right to sub-license any of those rights.

12.3 The Supplier acknowledges and accepts that all intellectual and industrial property rights connected and/or relating to drawings, projects, models, calculations, technical specifications, specifications, tables, samples, prototypes, methods, measuring instruments, databases, software, films, digital videos, photographs, and any other technical documentation which are not in the public domain, owned by the Purchaser (hereinafter, the "**Technical Documentation**") made available to the Supplier in relation to the supply of the goods and/or the performance of the services in execution of the Purchase Order and/or the Purchase Agreement are and will remain the sole property of the Purchaser and no rights are intended to be transferred to the Supplier. The Supplier, therefore, undertakes to (i) use the Technical Documentation for the sole purpose of executing the Purchase Order and/or the Purchase Agreement; (ii) protect and maintain the Technical Documentation in a good state of preservation, adopting all measures usable from time to time with the maximum level of diligence so that the Technical Documentation are not in whatsoever manner damaged, tampered with, lost or, in any case, used for purposes other than those permitted hereunder; (iii) not copy, modify, alter or damage, in whole or in part, the Technical Documentation; (iv) return the Technical Documentation, promptly and upon a simple request of the Purchaser, and destroy any copies thereof.

12.4 The Supplier also acknowledges and accepts that all intellectual and industrial property rights connected and/or relating to the invention resulting from the supply of goods and/or the performance of services required by the Purchaser are and will remain the sole property of the Purchaser. Any invention arising from or in connection with the execution of the Purchase Order and/or the Purchase Agreement will, however, remain the property of the Supplier, without any prejudice to the right of use by the Purchaser. Any additions and/or improvements made by the Supplier during the execution of the Purchase Order and/or the Purchase Agreement are intended as the sole property of the owner of the intellectual or industrial property right to which the addition and/or improvement refers.

## 13. Confidentiality

13.1 The Supplier acknowledges and recognizes that the Purchaser is the owner of the Confidential Information and of all related intellectual property rights.

13.2 For the purpose of these General Conditions, "**Confidential Information**" means, jointly: (i) the Technical Documentation, (ii) any other information, commercial or otherwise, other than the Technical Documentation, relating to the Purchaser and/or the Trevi Group, to its materials, products, processes, services and activities, disclosed in whatsoever manner by and/or on behalf of the Purchaser to the Supplier and/or of which the Supplier has become aware in connection with the execution of the Purchase Order and/or the Purchase Agreement, even if not expressly qualified as "confidential", (iii) any note, study or other document prepared by the Supplier which contains or reflects the Technical Documentation or the information referred to in point (ii) herein above.

13.3 The Supplier is required to:

- a) keep the Confidential Information secret and not disclose it to any third party;
- b) implement all measures and precautions reasonably needed and appropriate to prevent disclosure and unauthorized use of Confidential Information;
- c) adopt all security measures needed to avoid the risks of alteration, loss or destruction of Confidential Information;
- d) when the supply is completed, or even earlier at the Purchaser's request, immediately return all documents containing the Confidential Information and destroy any paper copy or any other device, giving to the Purchaser, within 30 (thirty) days thereof, evidence certifying the destruction of documents and/or copies;
- e) use the Confidential Information only as needed to perform the Purchase Order and/or the Purchase Agreement;
- f) not reproduce or copy Confidential Information except to the extent expressly authorized by the Purchaser;
- g) not patent any information or data contained in the Confidential Information;
- h) disclose the Confidential Information only to employees whose need to know that Confidential Information;
- i) inform employees, who become aware of the Confidential Information, of the not disclose undertaking relating to it;
- j) not develop for third parties and/or provide to third parties, for any reason, directly or indirectly, products created by using the Confidential Information;
- k) undertake and guarantee compliance with the obligations deriving from this article (*Confidentiality*), by and/or on behalf of any third party to whom the Supplier disclose the Confidential Information to execute the Purchase Order and/or the Purchase Agreement, without prejudice to the fact that the Supplier will be responsible towards the Purchaser for any violation of the obligations referred to in this article with respect to the Confidential Information committed by that third party.

**13.4**The Supplier acknowledges and accepts that, regardless of the duration of the contractual relationship with the Supplier, the Supplier's obligations relating to the Confidential Information pursuant to this article will cease to be effective when all the Confidential Information becomes of public knowledge due to facts not attributable to the Supplier.

**13.5**Neither these General Conditions nor the disclosure of Confidential Information provided herein will be construed as giving the Supplier any rights, licenses, patents or any other industrial property rights on information and data included in the Confidential Information.

#### **14. Protection of personal data**

The Parties mutually undertake to treat personal data, which each Party may become aware of, directly or indirectly, by the execution of these General Conditions, Purchase Agreement, Purchase Order in compliance with the data protection rules and regulations in force from time to time. The applicable rules and regulations are constituted by the General Data Protection Regulation (GDPR) relating to the data protection of individuals, transfer of personal data, the Italian legislation adopted in compliance with the GDPR and the Italian Data Protection Authority's orders. The content of these General Conditions, Purchase Agreement, Purchase Order and the information that the Purchaser may receive in execution of these General Conditions, Purchase Agreement, Purchase Order are to be considered confidential and therefore not to be disclosed for any reason whatsoever to third parties, unless required by law. The Supplier therefore undertakes to take any measures aimed at preventing that such information may be acquired in any way by, or disclosed to, third parties.

#### **15. Force Majeure**

**15.1**The failure to fulfil the obligations by one Party due to circumstances which are not foreseeable and under control of that Party will not be considered a breach of the obligations set forth in the General Conditions, the Purchase Agreement and/or the Purchase Order. In this regard, "Force Majeure" events refers to wars, fires, floods, general strikes, riots, terrorist threats or acts, lockouts, embargoes, national or local emergencies, measures or orders from public authorities, national or international import restrictions, or export and other impediments independent of the will and beyond the control of each Party that make, in whole or in part, the fulfilment of its

obligations objectively impossible, temporarily or permanently. The non-performance by the Supplier's sub-suppliers and/or subcontractors will not be considered a Force Majeure event.

**15.2**If either Party is unable to fully or partially fulfil its obligations under these General Conditions, the Purchase Agreement and/or the Purchase Order due to a Force Majeure event, it must immediately notify the other Party and must take all reasonable measures to remedy the problem and continue fulfilling its contractual obligations.

**15.3**If a Force Majeure event lasts for at least 90 (ninety) calendar days, the Purchaser shall have the right, at its discretion, to terminate the Purchase Order, the Purchase Agreement and these General Conditions by written notice to the Supplier, or to agree on satisfactory actions with the Supplier.

## **16. Termination**

Without prejudice to any other remedy provided by law or contract, the Purchaser reserves the right to terminate these General Conditions, the Purchase Agreement or the Purchase Order, by giving a written notice to the Supplier, in the event of:

- (i) failure or delayed delivery of the goods or performance of the service in accordance with the terms of these General Conditions and/or the Purchase Agreement and/or the Purchase Order;
- (ii) any violation by the Supplier of the obligations stated in art. 9 (*Services. Prohibition to sub-supply and sub-contract*);
- (iii) any violation by the Supplier of the obligations stated in art. 12 (*Industrial and intellectual property rights*);
- (iv) failure to comply with the provisions regarding certifications stated in art. 7 (*Supplier Certifications*);
- (v) any Force Majeure event that lasts for at least 90 (ninety) calendar days;
- (vi) any violation by the Supplier of the commitments stated in art. 17 (*Code of Ethics, Model 231, Suppliers Code and Anti-Corruption Policy*);
- (vii) any change in the shareholder structure of the Supplier;
- (viii) insolvency, liquidation of the Supplier or other similar procedure in accordance with the relevant laws in force.

If the General Conditions, the Purchase Agreement and the Purchase Order are terminated pursuant to this article and, in any case, in the event of early termination by the Purchaser due to a material breach by the Supplier, the Purchaser, without prejudice for any damages, losses, costs of any type and nature that may suffer including expenses incurred to complete the supply or service using third parties, shall have the right at its sole discretion to (i) return the goods or refuse the services repeating the relative price; or (ii) retain the goods or maintain the services by only paying to the Supplier the price of the goods and/or services that have been already delivered or performed up to the date of termination and accepted by the Purchaser.

The Purchaser, at its discretion, may terminate these General Conditions and/or the Purchase Agreement and/or the Purchase Order for any reason and at any time by giving 10 (ten) days' notice to the Supplier.

On the date of termination, as stated in the notice, the Supplier shall cease the supply of the good or the performance of the service, save for the activities already commenced at the time of termination. Until the Supplier receives instructions from the Purchaser, the materials purchased and available for use shall be diligently stored and maintained by the Supplier.

If the General Conditions, the Purchase Agreement or the Purchase Order is terminated in accordance with the terms of this section, the Purchaser shall be entitled to retain the goods or retain the services by paying to the Supplier only the price of the goods and/or services which have already been delivered or performed to the Purchaser on or before the date of termination and accepted by the Purchaser, respectively, plus any documented and necessary expenses directly resulting from the termination. It being understood that the Supplier shall not be entitled to receive any payment for any consequential loss as a result of the termination.

The Supplier shall use its best endeavours to minimize any costs resulting from the termination for which it is entitled under this section to seek reimbursement from the Purchaser.

## 17. Code of Ethics, Model 231, Suppliers Code and Anti-Corruption Policy

The Supplier declares it has read and understood the code of ethics (the “**Code of Ethics**”), the organization, management and control model (the “**Model**”) adopted by the Purchaser pursuant to Legislative Decree No. 231 of 8 June 2001 (the “**Decree**”), and the supplier code of conduct (the “**Suppliers Code**”) and the anti-corruption policy (the “**Anti-Corruption Policy**”), made available on the website [www.soilmec.com](http://www.soilmec.com), which establish the principles to which all companies operating in Italy and abroad, in the name, on behalf or in the interest of the Purchaser or that have a relationship with any of these are required to comply with. In light of the above, and in relation to the execution of the Purchase Order, Purchase Agreement and General Conditions, the Supplier undertakes to:

- (i) manage its activities in compliance with all principles, values and commitments expressed in the Code of Ethics, the Suppliers Code, the Model and the Anti-Corruption Policy;
- (ii) refrain from any behaviour, act or omission that may violate the principles of the Code of Ethics, the Suppliers Code, the Anti-Corruption Policy and the Model adopted by the Purchaser pursuant to the Decree or commit any of the offences referred to in the Model;
- (iii) ensure that anyone who is a representative, manager or officer of the Supplier or anyone who is empowered of, even in fact, the management and control of the Supplier, and anyone is otherwise subject to the management or supervision of any of the previous subjects comply with the principles set out under this clause.

The failure by the Supplier and/or any person referred to in paragraph (iii) above to comply with any of the principles of the Code of Ethics, the Suppliers Code, the Model and the Anti-Corruption Policy as well as the commission, even attempted, of offences will result in a serious breach of the obligations set out in these General Conditions and may entitle the Purchaser to terminate these General Conditions, the Purchase Agreement, the Purchase Order with immediate effect, by written notice, without prejudice to compensation for any damage caused to the Purchaser.

Any violation or suspected violation of the principles of the Code of Ethics, the Suppliers Code, the Model and the Anti-Corruption Policy and applicable rules must be reported without any delay to the Purchaser's Supervisory Body at the following email address [adv.soilmec@soilmec.it](mailto:adv.soilmec@soilmec.it). The reports shall contain a description of the facts that constitute a violation, even presumed, of the provisions contained in the Code of Ethics, in the Suppliers Code, in the Model and in the Anti-Corruption Policy, including information relating to the time and place of the events and the people involved. The Purchaser does not tolerate threats or reprisals of any kind against the reporting person (whistleblower) or anyone who cooperates in order to verify the validity of the report and reserves the right to take all appropriate actions against anyone who carries out, or threatens to carry out, those acts of reprisal in compliance with the law.

## 18. Miscellaneous

**18.1 Interpretation** – If the General Conditions, the Purchase Agreement, the Purchase Order are in more languages than Italian, the Italian language prevails for interpretation of the provisions contained therein and the resolution of any discrepancies or ambiguities. Any reference to prices list, general conditions or other materials of the Purchaser will be referred to the documents in force on the date these General Conditions are signed, unless otherwise provided in writing by the Parties.

**18.2 Invalidity** - The nullity or invalidity of a single clause or provision of the General Conditions, Purchase Agreement, Purchase Order, does not cause the nullity or invalidity of other clauses or provisions of the General Conditions, Purchase Agreement, Purchase Order nor does it affect the effectiveness of any other clause or provision set out herein.

**18.3 Non-assignment of contracts and credits - Prohibition of collection mandates** - The Purchase Agreement and/or Purchase Orders and the credits deriving from them shall not be assigned by the Supplier, nor mandates shall be granted to collect any payment or other forms of delegation of payment shall be allowed ; any amendment or integration of agreements and/or purchase orders shall be made in writing under penalty of nullity and shall be referred and limited to the specific case for which it is agreed. The agreement(s) and/or the purchase order(s) and the credits deriving from them may be, however, assigned by the Purchaser also to third parties. The Supplier will remain liable towards the Purchaser and/or towards any assignee for any violation of the aforementioned provision.

**18.4 No advertising** - The Supplier shall not make, on its own interests and of third parties, any advertising or claims that refer to the supplies made to the Purchaser, unless a prior written authorization has been received by the

Purchaser, in which case the supplier undertakes to comply with the form of advertising and all other conditions prescribed thereof.

## 19. Applicable Law and Jurisdiction

**19.1** These General Conditions, the Purchase Agreement, the Purchase Order are governed by Italian law. The United Nations Convention on Contracts for the International Sale of Goods or other conventions relating to the law applicable to the sale of goods shall not be applied and shall be expressly excluded.

**19.2** Any dispute, controversy or claim arising from or in relation to these General Conditions, the Purchase Agreement, the Purchase Order, including the validity, nullity, violation or termination thereof, will be referred solely to the competent judicial authority at the Purchaser's premises. It being understood, however, that the Purchaser has in any case the right, at its discretion, to take action before the competent judicial authority of the Supplier's headquarters.

Date:

The Purchaser

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The Supplier

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Pursuant to and for the purposes of articles. 1341 and 1342 Italian civil code the following conditions are expressly accepted: articles. 1 (*Overview. Scope*), 2 (*Acceptance of Purchase Orders*), 3 (*Risk and title. Delivery and acceptance*), 4 (*Price and payments*), 5 (*Visits and inspections*), 6 (*Warranty of goods and services. Complaints*), 7 (*Supplier Certifications*), 8 (*Purchaser's Goods*), 9 (*Services. Prohibition to sub-supply and subcontract*), 10 (*Insurance*), 11 (*Indemnity and compensation*), 12 (*Industrial and intellectual property rights*), 13 (*Confidentiality*), 14 (*Protection of personal data*), 15 (*Force majeure*), 16 (*Termination*), 17 (*Code of Ethics, Model 231, Suppliers Code and the Anti-Corruption Policy*), 18 (*Miscellaneous*), 19 (*Applicable law and jurisdiction*).

The Purchaser

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The Supplier

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