

TREVI - Finanziaria Industriale S.p.A.

Via Larga di Sant'Andrea 201 - 47522 Cesena (FC), Italy

Share Capital € **123.053.514,60**, fully paid-up

Tax Code/VAT Number 01547370401

GENERAL PURCHASE CONDITIONS FOR GOODS AND SERVICES

(GPC - January 2024)

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1. GENERALITIES. SCOPE OF APPLICATION

- 1.1** The following general purchase conditions (hereinafter, the "**General Conditions**") apply to all supplies of goods and provision of services by the supplier (hereinafter, the "**Supplier**") to Trevi - Finanziaria Industriale S.p.A. (hereinafter, the "**Buyer**" and, together with the Supplier, the "**Parties**") in any form finalised through a purchase contract (hereinafter, the "**Purchase Contract**") or the express confirmation of the purchase order (hereinafter, the "**Purchase Order**") issued by the Buyer. These General Conditions are published and freely available on the website www.trevifin.com.
- 1.2** Any amendment and supplement to the General Purchase Conditions shall only be binding on the Parties if they specifically accept it in writing.
- 1.3** The General Conditions are the only conditions governing purchases of goods and services made by the Buyer and rendered by the Supplier based on Purchase Orders or Purchase Agreements issued by the Buyer. The Supplier, therefore, renounces the application of any of its own general and special conditions, which shall, thus, be deemed ineffective between the Parties.
- 1.4** Any purchase of goods and services between the Parties shall, therefore, be governed by the General Conditions, the Purchase Agreement, if any, and the Purchase Order. The General Conditions, together with the Purchase Order and the Purchase Agreement, if any, and all documents annexed to it, constitute the entire agreement between the Parties about the supply and supersede all previous agreements, communications, declarations, correspondence, oral or written, exchanged or concluded between the Parties relating to it. In the event of any ambiguity or discrepancy between such documents, the Purchase Order or the Purchase Agreement shall have priority in interpreting and resolving such ambiguity or discrepancy.
- 1.5** Any variations requested by the Buyer in the quantities of the goods or services rendered by the Supplier shall result in a variation of 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 by the new quantities requested. Variations requested by the Buyer that change the nature and quality of the goods or services shall instead be subject to a written agreement of the Parties.

2. ACCEPTANCE OF PURCHASE ORDERS

- 2.1** The Purchase Order shall be considered binding and irrevocable for the Buyer from the moment the Buyer receives the order confirmation duly signed for acceptance by the Supplier, which shall be received within and no later than 15 (fifteen) days from receipt of the Purchase Order or a different term indicated therein. If the Supplier has yet to return the duly countersigned order confirmation, the Buyer may cancel the Purchase Order and refuse the supply.
- 2.2** By accepting the Purchase Order, the Supplier supplies the goods and services according to the attached technical specifications.
- 2.3** If the Supplier's acceptance of the Purchase Order contains additions or modifications, such acceptance shall be deemed to be a counteroffer by the Supplier, which shall only be considered to be accepted by the Buyer when the latter expressly confirms it in writing by issuing a specific Purchase Order reflecting the additions or modifications included by the Supplier.
- 2.4** The Buyer may issue the Purchase Order by electronic transmission or fax.

3. RISK AND OWNERSHIP. DELIVERY AND ACCEPTANCE

3.1 Delivery

To ascertain compliance with the delivery terms and the transfer of risk for damage or loss, in whole or in part, of the goods from the Supplier to the Buyer, the rules referred to in the Purchase Order or the Purchase Agreement shall apply. Unless otherwise provided, the Supplier (i) shall bear the risks of possible damage or loss of the goods during transport up to their delivery to the address indicated in the Purchase Order or the Purchase Agreement or, failing that, to the Buyer's address, and (ii) shall ensure that the packaging and transport of the goods are carried out by the Supplier itself, also using third parties, at its own expense, with every precaution to preserve the goods from any damage up to delivery.

3.2 Ownership transfer and acceptance

Ownership of the item(s) shall be deemed to be transferred to the Buyer upon its delivery to the address specified in the Purchase Order or the Purchase Agreement or, in the absence thereof, to the Buyer's address. Ownership of the work carried out in the performance of the service(s) shall be deemed transferred to the Buyer upon its acceptance by the latter. In both cases and where applicable, the good or service (or the work, if any, which is the object of the same) shall be deemed definitively accepted by the Buyer only upon the positive outcome of the inspection procedure adopted.

3.3 Place and time of delivery

The Supplier undertakes to deliver the goods or perform the service punctually according to the terms indicated in the Purchase Order and the Purchase Agreement, by which neither delays nor early deliveries are permitted. The Buyer shall be entitled to return any goods delivered before the agreed deadline, at the Supplier's expense, or to charge the latter for the storage costs and financial charges relating to the early delivery period. Partial deliveries or supplies are excluded unless expressly provided for in the Purchase Order or the Purchase Agreement.

The Supplier acknowledges and accepts that the terms of delivery of the goods or performance of the service set out in the Purchase Order or the Purchase Agreement are essential to the Buyer's interests.

3.4 Delayed delivery

Unless otherwise provided for in the Purchase Order or the Purchase Agreement, in the event of a delay in the delivery of the goods and the performance of the service, the Buyer shall have the right to apply a penalty for the delay to the extent set out in the Purchase Order or the Purchase Agreement, for each day or week of delay

in the delivery of the goods or the completion of the service concerning the agreed term. The Buyer shall, in any case, be entitled to compensation for any greater damage caused to it directly or indirectly, including, but not limited to, damages for loss of production resulting from the delay in delivery of the goods or completion of the service.

4. PRICE AND PAYMENT

- 4.1** The amount to be paid by the Buyer to the Supplier as consideration for the purchase of the goods and performance of the services shall be the amount specified in the Purchase Order.
- 4.2** Unless otherwise agreed, the prices indicated in the Purchase Order, and the Purchase Agreement shall be understood as fixed and all-inclusive and not subject to any revision, upward or downward, whatever the variations in the prices of materials and labour costs may occur during the execution of the order. It is specified that this provision is also to be considered as an exception to articles 1467 and 1664 of the Italian Civil Code.
- 4.3** The terms and methods of invoicing and payment of the amounts due (and not disputed) as consideration for the goods supplied and services performed are those specified in the Purchase Order and the Purchase Agreement.
- 4.4** The Supplier expressly acknowledges that any payment in its favour may be made by bank transfer only to the account indicated in the Purchase Order and Purchase Agreement.
- 4.5** If the Purchase Order or the Purchase Agreement relates to the provision of services, the payment of the invoices issued by the Supplier is conditional on the Supplier's prior demonstration, with the transmission and acquisition of the relative documentation in favour of the Buyer, of full compliance with the provisions of the law about the observance of the remuneration, in terms of both regulations and economic, as well as social security, welfare and insurance in favour of its employees. The Supplier shall, in any case, indemnify and hold the Buyer harmless from any damages, losses, costs or expenses (including any sanctions imposed by law) that may be caused to it because of any breach and non-fulfilment by the Supplier of its obligations under this article.
- 4.6** In all cases of default by the Supplier, the Buyer shall have the right to suspend payments due to the Supplier without accruing any interest or penalty until the Supplier remediates the default.

5. VISITS AND INSPECTIONS

- 5.1** The Supplier acknowledges and accepts that, without prejudice to any other remedy or right, the Buyer shall have the right to enter the Supplier's premises and conduct visits to verify the progress of and compliance with the Supplier's performance of the Purchase Order and the Purchase Agreement.
- 5.2** The Supplier also acknowledges and accepts that the Buyer has the right to inspect and verify the goods supplied or the service performed on the date of delivery or completion of the service or during its performance. If, following the inspection, the Buyer considers that the good or service does not comply with the terms of the Purchase Order or the Purchase Agreement and has defects or faults of any kind, the Buyer has the right to refuse the goods supplied or the service rendered. In this case, the Supplier takes prompt action to collect the goods, repair or replace them, or perform services by what was agreed, bearing all the consequential costs and expenses, including but not limited to the transport and shipment costs of non-conforming goods.

6. WARRANTY OF GOODS AND SERVICES. COMPLAINTS

- 6.1** The Supplier guarantees that the goods delivered and the service rendered are free from defects and faults and comply with the technical specifications attached to the Purchase Order and the Purchase Agreement. The goods and services delivered shall be considered defective if (a) they do not comply with the technical specifications, drawings, designs and any other requirements set out in the Purchase Order or the Purchase Agreement, (b) they are not suitable for the use for which the Buyer intended to use them, and (c) they do not comply with the applicable legislation. The Supplier hereby irrevocably waives any objection to any delay on the Buyer's part in reporting the defects.
- 6.2** Unless otherwise provided for in the Purchase Order or the Purchase Agreement, the Supplier guarantees the conformity of the goods supplied or the service rendered under the terms of these General Conditions for a minimum period of 18 (eighteen) months from the time of delivery of the goods or completion of the service.
- 6.3** Without prejudice to any right to which the Buyer is entitled under the Purchase Order and the Purchase Contract, and the law, if the goods supplied or the service rendered are defective, the Supplier shall, at the Buyer's request and within a reasonable period set by the Buyer, repair or replace the defective goods or render the service by the Purchase Order or the Purchase Contract. If the Supplier fails to do so, the Buyer may, alternatively and at its discretion, (i) terminate the Purchase Agreement or the Purchase Order under Article 16 (*Termination*), (ii) obtain an appropriate reduction in the price of the defective good or service, or (iii) if only part of the good or service is defective, have a third party of its choice, at the Supplier's expense, supply only the defective good or provide only the non-conforming service. The Supplier hereby irrevocably waives the right to object to any delay on the Buyer's part in reporting defects.
- 6.4** If the Supplier supplies goods or renders services which it does not fully own, the Supplier shall give the Buyer full indemnity against third-party claims and full warranty for eviction and claim.
- 6.5** The Parties agree that if the Buyer disputes the supply of the goods or the provision of the service for any cause or reason whatsoever, the Buyer shall have the right to suspend the relative payment until the goods are supplied or the Supplier renders the service by the terms of these General Conditions, the Purchase Contract and the Purchase Order; it is understood that the Supplier shall not be entitled to take action to recover the relative credit and no interest of any kind shall accrue on the sums not paid by the Buyer. Any payment made for the supply of the goods or the service provision shall not prejudice the Buyer's right to dispute it and to repeat the payment, in addition to claiming against the Supplier compensation for all damages suffered, none excluded.

7. SUPPLIER'S CERTIFICATIONS

- 7.1** Unless otherwise provided for in the Purchase Order and the Purchase Agreement, the Supplier shall provide the Buyer with technical or professional certificates attesting to the Supplier's particular suitability or qualifications and any other certification requested by the Buyer. A similar request may be made about the so-called "*anti-mafia certifications*".
- 7.2** In the case of a Purchase Order and Purchase Agreement signed by temporary associations, consortia, or companies united in a network contract, each entity participating in those forms of association shall submit the documents referred to in Article 7.1 above.
- 7.3** If the Supplier does not promptly comply with this article's provisions, the Buyer shall be entitled to suspend payments and declare these General Conditions, the Purchase Order, and the Purchase Agreement terminated

by the procedures outlined in Article 16 below (Termination). The Buyer reserves the right to take appropriate action to protect its rights.

8. BUYER'S GOODS

Goods owned by the Buyer remain the Buyer's property, even if held or used by the Supplier to execute the Purchase Order and the Purchase Agreement. The Supplier undertakes to (i) use the Buyer's goods for the sole purpose of carrying out the supply of the goods or the performance of the service under the terms of the Purchase Order and the Purchase Agreement and (ii) visibly mark the Buyer's goods as being the Buyer's exclusive property for as long as they are used or held by the Supplier. The Supplier shall be liable to the Buyer in the event of damage to or destruction, in whole or in part, of the Buyer's goods and, to this end, undertakes to pay the Buyer the sum equal to the residual value of the damaged or destroyed goods, without prejudice to compensation for damages.

9. SERVICES. PROHIBITION OF SUBCONTRACTING

9.1 During the performance of the services, the Supplier undertakes to carefully observe all laws and regulations applicable to the provision of the service entrusted to it and undertakes to:

- (i) assume all responsibilities related to the service entrusted to it and guarantee that it has at its disposal specialised personnel suitable for the purpose;
- (ii) implement all technical, organisational and equipment measures required or prescribed by the applicable accident-prevention regulations for the provision of the service, both for the safety and hygiene of its technicians and workers and the safety of persons, plant and property of the Buyer and third parties in compliance with the applicable legislation;
- (iii) report any changes in the information provided to the Buyer regarding the ownership of its company, the shareholding structure of the Supplier and its corporate organisation;
- (iv) guarantee that the staff it shall use to perform the service (i) is, and shall be, in compliance with the provisions of the law on wages, contributions, taxes, social security and insurance, as well as with all the regulations in force concerning employment relationships (laws, regulations and National Bargaining Collective Agreements/collective agreements), para-subordinate or collaborative work, and (ii) shall be qualified for the work to be performed.

9.2 If it is called upon to provide a service at the Buyer's premises, laboratories, warehouses or offices, the Supplier undertakes to:

- (i) have its employees comply with the Buyer's company regulations and safety procedures;
- (ii) observe all precautions and prohibitions in force to prevent fire hazards;
- (iii) assume sole responsibility for claims and damages of any kind, directly or indirectly caused by its employees and activities to the Buyer's employees or property in general, expressly relieving and holding the Buyer harmless from any liability, costs, charges or claims of third parties in this regard;
- (iv) make available, at its care and expense, all equipment necessary for providing the service, guaranteeing its full suitability for the intended use and full compliance with applicable regulations.

9.3 Unless otherwise agreed in writing between the Parties, the Supplier is expressly forbidden to subcontract to third parties, even in part, the manufacture of the goods and the provision of the service covered by the Purchase Order and the Purchase Agreement. It is understood that in the event the Supplier uses sub-suppliers and sub-contractors under the terms herein permitted, the Supplier undertakes to the Buyer to enforce the provisions of Article 9 (*Services. Prohibition of subcontracting*) and Article 17 below (*Code of Ethics, Model 231, Suppliers' Code and Anti-Corruption Policy*) and, in this regard, indemnify the Buyer from any liability and damage that may arise because of the subcontracting.

10. INSURANCE

Unless otherwise provided for in the Purchase Order and the Purchase Agreement, the Supplier undertakes to take out and maintain in force, at its own expense, an insurance policy (with a leading insurance company and with deductibles and ceilings defined at normal market conditions) to cover its liability for damage to third parties for any reason whatsoever, including manufacturer's liability, arising from the performance of the Purchase Order and the Purchase Agreement. The Supplier also undertakes to deliver to the Buyer, at the latter's simple request, a copy of the above-mentioned insurance policy and suitable documentation proving the regular payment of the relevant insurance premiums.

11. INDEMNITY AND COMPENSATION

11.1 The Supplier shall be liable for and undertakes to indemnify and hold harmless the Buyer against any damage, direct or indirect, loss, claim, cost or expense (including the costs of legal defence) of the latter arising out of or in connection with any default and breach by the Supplier of the Purchase Order and the Purchase Agreement or otherwise in connection with the supply and use of the goods and performance of the service by the Supplier.

11.2 The Supplier shall be liable and shall indemnify and hold harmless the Buyer for any (a) damage suffered by a third party because of any failure or defect in the goods supplied or the service rendered by the Supplier, including any defect in material or workmanship, improper construction or design, packaging, delivery (b) any recall, repair or replacement of the goods required by the competent authorities due to the non-compliance of the goods with laws and regulations applicable from time to time; (c) infringement of any intellectual or industrial property right and any other right in general owned by third parties, as well as for (d) any legal or administrative action or proceeding instituted or threatened by third parties that may legitimately make claims on any grounds whatsoever. The Supplier undertakes to the Buyer to (i) inform the Buyer, promptly and in any case no later than 3 (three) days after the Supplier becomes aware, using written notice, of the occurrence of facts and circumstances that may give rise to disputes by third parties and for which third parties may legitimately make claims, and of proceedings instituted or threatened by third parties; (ii) the onus of prompt settlement of any claims by third parties who assume that their rights have been infringed because of the Buyer's possession or use, as the case may be, of the goods and services; (iii) cooperate in good faith with the Buyer in choosing the best line of defence. The Buyer shall have the right to appoint, at the Supplier's cost and expense, its advisers to join the advisers appointed by the Supplier to defend 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 exclusive property of that Party and, unless otherwise provided for, no right and claim is acquired, transferred or granted to the other Party because of the supply of the goods and the provision of the service in the performance of the Purchase Order and the Purchase Agreement.

12.2 If any of the Supplier's intellectual and industrial property rights are incorporated in the goods supplied and the service rendered, the Supplier hereby grants the Buyer any non-exclusive, royalty-free, perpetual, irrevocable, territorially unlimited, and transferable right to use, exploit, license, sub-licence such rights.

12.3 The Supplier acknowledges and accepts that all intellectual and industrial property rights connected with and relating to drawings, designs, models, calculations, technical and general specifications, tables, samples, prototypes, methodologies, measuring instruments, databases, software, films, digital videos, photographs,

and any other technical documentation not in the public domain, owned by the Buyer (hereinafter, the "**Technical Documentation**") made available to the Supplier for the supply of a good and the provision of a service in the performance of the Purchase Order and the Purchase Agreement are and shall remain the exclusive property of the Buyer, and no rights shall be deemed transferred to the Supplier. The Supplier, therefore, undertakes to (i) use the Technical Documentation for the sole purpose of executing the Purchase Order and the Purchase Agreement; (ii) keep and maintain the Technical Documentation in a good state of preservation, adopting all the measures from time to time with the highest level of diligence permitted so that the documentation is not damaged, tampered with, dispersed, or in any case, used for purposes other than those permitted (iii) not copy, modify, alter or damage the Technical Documentation, in whole or in part; (iv) return the Technical Documentation promptly and at the Buyer's request and destroy any copies.

12.4 The Supplier also acknowledges and accepts that all intellectual and industrial property rights connected with and relating to the invention resulting from the supply of the goods and the provision of the service carried out on behalf of the Buyer are and shall remain the exclusive property of the Buyer. Any inventions resulting from the execution of the Purchase Order and the Purchase Agreement shall, on the other hand, remain the Supplier's property, without prejudice to the Buyer's right to use and exploit them without limitation. Any additions and improvements made by the Supplier in the performance of the Purchase Order and the Purchase Agreement shall be deemed the exclusive property of the Party holding the intellectual or industrial property right to which the addition and improvement relates.

13. CONFIDENTIALITY

13.1 The Supplier acknowledges and recognises that the Buyer owns the Confidential Information and holds any related intellectual property rights.

13.2 For these General Conditions, "**Confidential Information**" means, jointly: (i) the Technical Documentation, (ii) any other information, commercial or otherwise, other than the Technical Documentation, concerning the Buyer and the Trevi Group, its materials, products, processes, services and activities, supplied in any form by and on behalf of the Buyer to the Supplier and of which the Supplier has become aware in connection with the execution of the Purchase Order and the Purchase Agreement, even if not expressly classified as "confidential", (iii) any note, study or other document prepared by the Supplier that contains or in any case reflects the Technical Documentation or the information referred to in the previous point.

13.3 The Supplier is obliged to:

- a) keep the Confidential Information secret and not disclose it to any third party;
- b) put in place all measures and precautions necessary and appropriate to prevent the unauthorised disclosure and use of the Confidential Information; it is further acknowledged that such confidentiality shall be further protected given the global market in which the Buyer operates and the fact that the Buyer's shares are listed on regulated markets;
- c) take all necessary security measures to avoid the risks of alteration, loss, or destruction of Confidential Information;
- d) at the end of the supply, or even earlier at the Buyer's request, immediately return all documents containing the Confidential Information and destroy any hard copies or any other support, delivering to the Buyer, within 30 (thirty) days of the request, a certificate attesting to the destruction of the documents and reproductions referred to above;
- e) use the Confidential Information only to the extent necessary for the execution of the Purchase Order and the Purchase Contract;
- f) not reproduce or copy the Confidential Information except to the extent expressly authorised by the Buyer;
- g) not patent any information or data contained in the Confidential Information;

- h) limit the dissemination of Confidential Information within one's organisation to employees whose duties justify the need to know such Confidential Information;
- i) inform employees within their organisation who become aware of Confidential Information of the confidentiality commitments relating to it;
- j) not develop for third parties and supply third parties, in any capacity whatsoever, directly or indirectly, with products made using the Confidential Information;
- k) impose and ensure compliance with the obligations arising from this Article on any third party to whom the Supplier is required to transmit the Confidential Information as part of the execution of the Purchase Order and the Purchase Agreement; it is understood that the Supplier shall be liable to the Buyer for any breach of the obligations under this Article concerning the Confidential Information committed by such third party.

13.4 The Supplier acknowledges and accepts that irrespective of the duration of the contractual relationship with the Supplier, the Supplier's obligations in respect of Confidential Information under this Article shall cease to be effective when all Confidential Information becomes public knowledge due to facts for which the Supplier is not responsible.

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

14. PERSONAL DATA PROTECTION

The Parties mutually undertake to process personal data, known directly and incidentally, in executing these General Conditions, Purchase Agreement, and Purchase Order in compliance with the rules and regulations in force from time to time regarding the protection of personal data. The rules and regulations in force consist of Regulation (EU) 2016/679 (GDPR) on the protection of individuals about the processing of personal data and on the free movement of such data, the relevant Italian legislation adapting to the GDPR and the measures adopted by the Italian Data Protection Authority. The content of these General Conditions, Purchase Agreement, Purchase Order and the information that the Buyer shall receive in execution or because of these General Conditions, Purchase Agreement, Purchase Order are to be considered confidential and therefore not disclosable for any reason to third parties, except what is necessary for the correct fulfilment of the same and without prejudice to express legal obligations. The Supplier, therefore, undertakes to take all steps to prevent such information from being acquired by or disclosed to third parties.

15. FORCE MAJEURE

15.1 Failure by either Party to perform its obligations under these General Conditions, the Purchase Agreement and the Purchase Order, if prevented by objective circumstances that are unforeseeable and beyond its control, shall not constitute a breach of its obligations. In this regard, "**Force Majeure**" events shall be deemed to be wars, fires, floods, general strikes, insurrections, terrorist threats or acts, lockouts, embargoes, national or local emergencies, measures or orders of public authority, national or international import or export restrictions and other impediments beyond the will and control of each Party that make the performance of its obligations wholly or partly, temporarily or permanently, objectively impossible. Any non-performance of the Supplier's sub-suppliers and sub-contractors shall not be considered Force Majeure events.

15.2 If either Party is unable to perform, in whole or in part, its obligations under these General Conditions, the Purchase Agreement and the Purchase Order due to a Force Majeure event, it shall immediately notify the other Party and take all reasonable measures to overcome such impediment and continue performing its contractual obligations.

15.3 If a Force Majeure event persists for at least 90 (ninety) calendar days, the Buyer shall have the right, at its discretion, to terminate the Purchase Order, the Purchase Agreement, and these General Conditions by giving written notice to the Supplier or agreeing with the Supplier on actions to be taken to the satisfaction of both Parties.

16. TERMINATION

Without prejudice to any other remedy provided by law or contract, the Buyer shall have the right to terminate these General Conditions, the Purchase Agreement, and the Purchase Order by written notice to the Supplier in the event of:

- (i) non-delivery or delayed delivery of the goods or performance of the service by the Supplier under the terms of these General Conditions and the Purchase Agreement and the Purchase Order;
- (ii) any violation by the Supplier of its obligations under Article 9 (*Services. Prohibition of Subcontracting*);
- (iii) any violation by the Supplier of its obligations under Article 12 (*Industrial and Intellectual Property Rights*);
- (iv) failure to comply with the certification provisions of Article 7 (*Supplier's Certifications*);
- (v) each Force Majeure event that persists for at least 90 (ninety) calendar days;
- (vi) any violation by the Supplier of the commitments set out in Article 17 (*Code of Ethics, Model 231, Suppliers' Code and Anti-Corruption Policy*);
- (vii) any change in the corporate structure of the Supplier;
- (viii) insolvency, liquidation of the Supplier or other similar proceedings under the relevant laws.

In the event of termination of these General Conditions, the Purchase Agreement and the Purchase Order under this article, and in any case, in the event of early termination by the Buyer for a material breach by the Supplier, the Buyer, without prejudice to any damages, losses, costs of any kind and nature that it may incur, including expenses incurred to complete the supply or service by relying on a third party, shall be entitled at its discretion to (i) return the goods or refuse the services subject to the supply by repeating the relevant price or (ii) retain the goods or the services by paying the Supplier only the price of the goods and services that have already been delivered or returned to the Buyer on or before the termination date and accepted by the Buyer.

17. CODE OF ETHICS, MODEL 231, SUPPLIERS' CODE AND ANTI-CORRUPTION POLICY

The Supplier declares that it has read and understood the code of ethics (the "**Code of Ethics**"), the management and control model (the "**Model**") adopted by the Buyer under Italian Legislative Decree No. 231 of 8 June 2001 (the "**Decree**"), the supplier code of conduct (the "**Suppliers' Code**"), and the anti-corruption policy (the "**Anti-Corruption Policy**"), all of which are available on the website www.trevifin.com, which establish the principles to which all companies operating in Italy and abroad, in the name of, on behalf of or in the interest of the Buyer or having relations with any of them are required to comply. Considering the above, and concerning the execution of the Purchase Order, Purchase Agreement and General Conditions, the Supplier undertakes to:

- (i) manage its activities in compliance with all the principles, values and commitments as expressed in the Code of Ethics, the Supplier Code, the Model and the Anti-Corruption Policy;
- (ii) refrain from any conduct, act or omission that may violate the principles of the Code of Ethics, the Suppliers' Code, and the Anti-Corruption Policy and the Model adopted by the Buyer under the Decree or commit any of the offences referred to in the Model;
- (iii) ensure that those who perform functions of representation, administration or management of the Supplier or those who exercise, even de facto, the management and control thereof, as well as persons subject to the direction or supervision of any of the preceding persons, comply with the principles set out under this clause.

Failure to comply, by the Supplier and any of the persons referred to in paragraph (iii) above, with any of the principles of the Code of Ethics, the Suppliers' Code, the Model and the Anticorruption Policy as well as the commission, even in the attempted form of the predicate offences shall constitute a serious breach of the obligations under these General Conditions and may entitle the Buyer to terminate these General Conditions, the Purchase Agreement and the Purchase Order with immediate effect, following written notice, without prejudice to compensation for any damages caused to the Buyer.

Any violation or suspected violation of the principles of the Code of Ethics, the Suppliers' Code, the Model and the Anti-Corruption Policy and the applicable rules shall be reported without delay to the Buyer's Supervisory Board at the dedicated e-mail address odv.trevifin@trevifin.com. Reports shall contain a description of the facts constituting a violation, even if alleged, of the provisions contained in the Buyer's Code of Ethics, Suppliers' Code, Model and Anti-Corruption Policy, including information on the time and place of the occurrence of the facts represented as well as the persons involved. The Buyer shall not tolerate threats or retaliation of any kind against the whistleblower or any person who has collaborated in the activities of verifying the merits of the report and reserves the right to take all appropriate action against anyone who carries out or threatens to carry out such acts of retaliation in compliance with the provisions of the law.

18. MISCELLANEOUS

18.1 Interpretation - Should the General Conditions, the Purchase Agreement, and the Purchase Order be drawn up in more than one language other than Italian, the Italian language shall prevail for interpreting the provisions and resolving any discrepancies or ambiguities. Any reference to list prices, general conditions or other material of the Buyer shall be deemed to refer to the documents in force at the date of signing these General Conditions unless otherwise provided for in writing by the Parties.

18.2 Invalidity - The nullity or invalidity of a single clause or provision of the General Conditions, Purchase Agreement, or Purchase Order shall not entail the nullity or invalidity of any other clause or provision of the General Conditions, Purchase Agreement, or Purchase Order, nor shall it affect the effectiveness of any other clause or provision therein.

18.3 Non-transferability of contracts and credits - Prohibition of mandate for collection - The Purchase Contract(s) and Purchase Order(s) and the deriving credits are not transferable by the Supplier, nor is it possible to grant mandates for collection or other forms of delegation of payment of the same; any amendment or integration of the contracts and Purchase Order(s) requires the written form under penalty of nullity and shall be limited to the particular case for which it is agreed. The contract(s) and purchase order(s) and the credits arising from there are, on the other hand, freely assignable by the Buyer to third parties. The Supplier shall remain liable to the Buyer and any assignees for any breach of the provision above.

18.4 Prohibition of advertising—The Supplier is prohibited from making any publicity in its interest or the interest of third parties concerning supplies made to the Buyer. As an exception to this prohibition, the Buyer may occasionally grant special written authorisation at its sole discretion. In such a case, the Supplier undertakes to comply with the form of advertising in addition to all other conditions prescribed to it.

19. APPLICABLE LAW AND JURISDICTION

19.1 These General Conditions, the Purchase Agreement, and the Purchase Order are governed by Italian law. The application of 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 is excluded.

19.2 Any dispute, controversy or claim arising out of or in connection with these General Conditions, the Purchase Agreement, and the Purchase Order, including the validity, nullity, breach or termination thereof, shall be referred exclusively to the competent Court at the registered office of the Buyer; it being understood, however, that the Buyer shall, in any case, have the right, at his discretion, to bring proceedings before the competent Court at the registered office of the Supplier.

Date:

The Buyer

The Supplier

Under and for articles 1341 and 1342 of the Italian Civil Code, the following conditions are expressly accepted: articles 1 (*Generalities. Scope of Application*), 2 (*Acceptance of Purchase Orders*), 3 (*Risk and Ownership. Delivery and Acceptance*), 4 (*Price and Payments*), 5 (*Visits and Inspections*), 6 (*Warranty of Goods and Services. Complaints*), 7 (*Supplier's Certifications*), 8 (*Buyer's Goods*), 9 (*Services. Prohibition of Subcontracting*), 10 (*Insurance*), 11 (*Indemnity and Compensation*), 12 (*Industrial and Intellectual Property Rights*), 13 (*Confidentiality*), 14 (*Personal Data Protection*), 15 (*Force majeure*), 16 (*Termination*), 17 (*Code of Ethics, Model 231, Suppliers' Code and Anti-Corruption Policy*), 18 (*Miscellaneous*), 19 (*Applicable Law and Jurisdiction*).

The Buyer

The Supplier
