

## General Conditions of Purchase (MDGS54-c)

**1. Order** Purchase Order (ODA) is issued subject to these General Conditions and the Special Conditions contained therein. In the event of any conflict between the above documents, the provisions contained in the ODA shall prevail over the others. The provisions of this agreement shall prevail over any conditions of the Supplier. The ODA shall be deemed accepted as soon as it is received by the Supplier, unless it is formally rejected within 3 days of receipt of the ODA. Any amendments and/or objections to the ODA shall be considered valid if received within and no later than three days and expressly accepted by AXIANS. If the ODA concerns continuous or periodic services, AXIANS shall have the right to withdraw from the contract at any time, by sending a notice with 15 days notice. The Supplier shall be paid for the services rendered up to the date of withdrawal, without any right to further compensation, indemnity and/or reimbursement of expenses, even deriving from relations with subcontractors, as an exception to Article 1671 of the Italian Civil Code.

**2. Price and Invoicing** Price refers to the activities that are the subject of the ODA, according to the conditions, methods and times established therein, to be understood as including safety charges, which shall be highlighted separately. The Supplier waives any possible increase and/or revision of the prices due to cost fluctuations. Shipping, packaging, customs, insurance and any other tax, expense or charge that may be imposed by the competent authorities or by the applicable legislation, are included in the agreed price. In the case of supplies destined for tax-privileged territorial areas, special requirements must also be met, subject to agreement with AXIANS. The invoice shall report the details of the ODA to which it refers. Payment shall be made according to the terms and procedures indicated in the ODA, after verifying that the Supplier has correctly fulfilled its obligations.

**3. Delivery** The delivery terms indicated in the ODA are essential, mandatory and binding for the Supplier, unless otherwise agreed between the parties. AXIANS has the right to reject goods or services that are received before the agreed delivery date or to charge the Supplier for storage costs and financial charges for the period of early delivery. The conditions of delivery and return of the goods shall be understood to be DDP at the place of delivery indicated in the Order. The goods must be delivered together with the documentation prescribed by current legislation (such as, for example, delivery note, user manuals, guarantee certificates, certificate of origin, declaration of free exportability, etc.). The return of the goods to the carrier or forwarding agent does not release the Supplier from the obligation to deliver. Defective or non-conforming goods shall be rejected and made available to the Supplier, at the Supplier's expense.

**4. Penalties** In the event of failure to comply with the delivery terms, for whatever reason - except in the case of proven force majeure, which the Supplier must promptly notify in writing - the Supplier shall be charged a penalty of 0.5% of the order value for each day of delay, without prejudice to the right to claim for greater damages. In the event of delays exceeding 15 days, AXIANS shall be entitled to terminate the ODA, pursuant to Article 1456 of the Italian Civil Code, with the application of a penalty equal to 20% of the value of the unfulfilled contract, without prejudice to the right to claim for greater damages. The amount of the penalty will be immediately invoiced to the Supplier and, if possible, offset against any credit accrued by the Supplier.

**5. Force Majeure** The delivery terms may be extended in the event of force majeure events that prevent the execution of the ODA, if immediately reported in writing to AXIANS. If the delay in delivery for force majeure exceeds 15 days, AXIANS shall have the right to terminate the ODA by written notice, without the Supplier having any right to claim compensation.

**6. Liability** Supplier agrees to indemnify and hold AXIANS harmless from any claim, contractual or ex-contractual, made against it by third parties with respect to activities, services, materials, instruments, equipment or facilities. AXIANS assumes no liability towards third parties for commitments entered into by the latter

with the Supplier in connection with the performance of activities under the ODA. Moreover, the Supplier releases AXIANS, holding it harmless, from any liability deriving from the non-fulfilment of its legal or contractual obligations, including salary, contribution, insurance, tax and/or related penalties of any kind.

**7. Health and Safety Obligations** Where applicable, Supplier shall strictly comply with all the rules laid down by law on accident prevention and occupational hygiene and shall comply with the provisions of Legislative Decree no. 81 of 9 April 2008, as amended. Specifically, the Supplier undertakes to:

implement the safety measures provided for by the accident prevention regulations; inform and train its employees on the risks related to the work entrusted, providing them with adequate PPE; provide its employees with an identification card; demand compliance with the above-mentioned regulations by its employees; use machinery, equipment and individual protection devices that comply with the regulations in force and are adequately maintained; cooperate with AXIANS for the implementation of any measure necessary to prevent risks affecting the activity, also through the drafting of the DUVRI - INFORMATION DOCUMENT; coordinate with AXIANS to eliminate interference risks between workers of the companies involved in the activities. In case of contracts according to Title IV of the aforementioned Legislative Decree, the Supplier shall be required to assess the risks and prepare suitable prevention and protection measures by formalising them through the POS and respective analysis and acceptance of the PSC. The Supplier shall be responsible for complying with the accident prevention regulations and shall take the relevant precautions in relation to the activities covered by the contract. Failure to comply with the aforementioned obligations shall result in the termination of the contract ipso iure pursuant to Article 1456 of the Italian Civil Code.

### **8. Environmental Obligations**

Where applicable, the Supplier must strictly comply with all the regulations established by law on the prevention, protection of the environment and reduction of the impacts of its activities, and in particular, it must comply with the regulations set forth in Legislative Decree no. 152 of 14 April 2006, as amended.

Specifically, the Supplier commits to: manage the waste produced by its activities according to the relevant regulations and to provide feedback to Axians; evaluate and monitor the environmental impacts of its activities by providing Axians with the respective results (CO<sub>2</sub>e emissions); propose to Axians alternative products or systems to reduce environmental impacts; provide Axians with information on the products or systems used to reduce the environmental impact of the activities or supplies entrusted; support Axians in its sustainable development through participation in events or initiatives.

**9. Declarations and Obligations of the Supplier** Supplier guarantees that, in the performance of the activities covered by the ODA, the applicable laws and/or regulations shall not be infringed, nor third parties' rights, including but not limited to industrial and/or intellectual property rights; declares and guarantees the full ownership of the goods as well as the ownership of any licences supplied, and declares that the goods are free from any lien, security or third parties' rights; warrants that the goods supplied have the qualities set forth herein, conform to the technical specifications provided for and to the standards in force, and are free from flaws or defects due to incorrect design, workmanship, preservation or to the materials used, known and/or knowable by it, which diminish their value and/or make them unsuitable, even partially, for their intended use; any flaws and defects may be reported within 60 days of discovery. Supplier undertakes to replace the faulty supply, or the defective parts, at his own care and expense, with new and original spare parts. The transport costs necessary for the replacement of the defective supply shall be borne by the Supplier. The warranty period for the goods supplied is 24 (twenty-four) months, or, if longer, any other period provided for between the parties or by the regulations in force and starts

from the date of acceptance of the supply. If the goods are replaced, the warranty period shall be automatically extended in consideration of time during which the goods were not available. The warranty does not apply if the defect is caused by natural wear and tear or AXIANS' negligence. If it is not possible to replace the defective parts, the ODA shall be cancelled and the Supplier shall be liable for damages. The Supplier declares that it has a suitable insurance guarantee, valid from the signing of the contract until the end of the contract, for all damages to property, persons and third parties, including AXIANS' employees, that it or the supplied products may cause during the execution of the activities.

**10. Documentation** Supplier undertakes to provide AXIANS with the following documentation: self-certification of possession of the technical-professional suitability requirements, pursuant to art. 47 of Presidential Decree 445/2000; certificate of registration with the CCIAA (Chamber of Commerce) and/or the updated Chamber of Commerce register of the company. Upon request with suitable notice, before the payment of the agreed consideration, the Supplier shall submit to AXIANS the following documents: declaration with attached list of the personnel employed in the execution of the works; copy of the F24 form; Single Document of Contribution Regularity (DURC); declaration in lieu of affidavit DPR 445/2000 for the fulfilments provided for by art. 13-ter D.L. 837/2012; declarations signed by the workers indicating the amounts actually received or, alternatively, a copy of the relevant transfers made to the workers employed in the contract; a copy of the DM10 forms together with any extract of the UNIEMENS procedure relating to the same workers. Supplier acknowledges that AXIANS has the right to randomly and/or systematically check the strict compliance with legal and contractual obligations regarding the economic, social security, tax and welfare treatment of the personnel employed for the execution of the activities that are in any case related to this contract. The payment in favour of the Supplier of the consideration is subject to the transmission of the required documentation, as indicated above, as well as any other documentation proving the timely observance of the insurance, social security, welfare and tax obligations relating to the personnel employed in the performance of the contract. The Supplier, in accordance with Law Decree 124/2019, if the contract in question falls within the requirements provided for in Article 17-bis, co. 1, undertakes to provide AXIANS with the tax certification referred to in Article 17-bis, co. 5, or if the Supplier does not meet the requirements, it shall provide AXIANS with the documentation referred to in Article 17-bis, co. 2. The due documentation must refer to the Supplier and to any subcontractors and must be sent by PEC, in compliance with the timeframe provided for by law. In case of non-compliance, AXIANS will be obliged, in compliance with Law Decree 124/2019, to suspend the payment of the amount due, within the limits of the law, as per Article 17-bis, paragraph 3, while duly notifying the competent Revenue Agency.

**11. Confidentiality and Information Security** The Supplier undertakes to respect, and ensure that its employees and/or collaborators respect, the confidentiality of all information, data (including Personal Data), documentation and news disclosed by AXIANS and/or owned by it. In this sense, the Supplier shall be required to take all necessary preventive measures and, in particular, all actions, including legal ones, necessary to prevent the disclosure and use of the above. If the disclosure is caused by acts or facts that are directly or indirectly attributable to the Supplier, its employees and/or collaborators, the Supplier will be obliged to compensate AXIANS for any damages that are directly or indirectly caused. The confidentiality obligations referred to in this article shall also remain effective for three years after the date of completion of the activities under the contract. This confidentiality obligation can never be interpreted or used to prevent the dissemination or circulation of information that is: a) in the public domain at the time of its exchange; b) received from third parties without any confidentiality obligation; c) developed independently and internally by the Supplier without any basis in the information or documentation received by AXIANS; d) formally requested by a public authority with jurisdiction over the Parties.

**12. Prohibition of assignment of the contract and of the credit** The Supplier is expressly prohibited from assigning, for any reason whatsoever, all or part of the obligations and/or rights arising from the ODA (including the right to credit) without the prior written consent of AXIANS, under penalty of nullity of the assignment itself.

**13. Express termination clause** In addition to what is expressly provided for in the individual articles of these General Conditions and/or, if applicable, in the ODA, AXIANS may exercise the right to terminate the contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for all damages, in the event that the Supplier:

- provides goods and/or services in a manner that does not comply with the provisions of the ODA, as well as uses personnel and/or equipment that does not meet the requirements requested or imposed by the applicable regulations;
- makes changes and/or modifications to the goods and/or services without the approval and/or written authorisation of AXIANS and/or on its own initiative;
- fails to comply with the regulations in force regarding insurance, economic and social security treatment of its staff and accident prevention safety provisions; violates the anti-mafia law, if applicable;
- has failed to produce or has produced certifications and/or documentation required by applicable law, or has produced them irregularly;
- has committed a non-performance of no small importance, failing to remedy such non-performance within the term ordered by AXIANS;
- in the cases provided for in articles 4 or 13 or in the event of breach of articles 10 (obligation of confidentiality), 14 (Processing of Personal Data) and 15 (MOG 231, code of ethics, anti-corruption, human rights guide);
- is subject to receivership, bankruptcy or other insolvency or enforcement proceedings.

**14. Ethics and Anti-Corruption Code, Human Rights Guide and Model 231**

Supplier is aware that AXIANS organization has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/01, together with the related Code of Ethics, Human Rights Guide and Anti-Corruption Code, which it declares to have read on the company website ([www.axians.it](http://www.axians.it)) and which it declares to have understood. Supplier adheres to the principles of the aforementioned Organisational, Management and Control Model and its annexes and undertakes to comply with its contents, principles and procedures and, in general, to refrain from any conduct liable to constitute the offences referred to in Legislative Decree 231/01. It also undertakes to respect and ensure that any of its collaborators respect all the principles contained in the aforementioned documents and the Protocols of Conduct provided for by our organisation pursuant to Legislative Decree 231/2001. Violation of the rules laid down in the aforementioned documents shall constitute a serious breach of contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code. The Supplier hereby indemnifies AXIANS against any penalties or damages that may be incurred by AXIANS as a result of the violation of the aforementioned documents by the Supplier or its employees.

**15. Processing of Personal Data** Personal Data of subjects and organisations in a relationship with AXIANS shall be processed in accordance with the provisions of the applicable law on the processing of personal data, in compliance with the provisions of the General Data Protection Regulation 679/2016. The Supplier undertakes and obliges to process the Personal Data held by AXIANS in accordance with the aforementioned legal provisions and exclusively for administrative, accounting, commercial reasons or for the execution of this Agreement. The aforementioned Data may be disclosed to third parties only for the reasons for which it was collected and processed. Where applicable, AXIANS hereby appoints the Supplier, whom it accepts, as the External Data Processor.

**16. Obligation to Comply with Management Systems** Supplier is aware that AXIANS's organisation has adopted management systems in accordance with the ISO 45001 Occupational Health and Safety, ISO 9001 Quality, ISO 14001 Environment and ISO 27001 Information Security standards, which it states it has read on the company website ([www.axians.it](http://www.axians.it)) and that it has understood (Management Systems Policy). The Supplier adheres to the principles and objectives of the aforementioned management systems and undertakes to respect their contents and principles. It also undertakes to respect and ensure that any collaborators of the Supplier respect all the principles contained in the aforementioned documents.

**17. Export Control** The Supplier represents and warrants that all goods, software, technology and/or services provided under the Axians ODA are fit for shipment, destination, end-use and end-user as communicated by Axians in accordance with the export control provisions, if any, contained in regulations issued in the United States, UN Resolutions, regulations in effect in the Supplier's country and/or the country from which the goods will be exported. The Supplier further agrees that: (i) The Export Compliance Declaration ("Export Compliance Declaration") forms an integral part of the ODA; (ii) Supplier will inform Axians as soon as possible if any of the goods, software, technology and/or services are no longer suitable for shipment to the said destination; (iii) In the event that additional goods, software, technology and/or services are added to the initial ODA, the Supplier will assess their suitability for export and either provide a new Declaration of Conformity for Exports or inform Axians that they are not suitable for export. Axians may terminate the Contract in the event that the Supplier violates this article or if Axians considers that the violation or the application of sanctions may occur. In the event of termination of the Contract, Axians shall not be obliged to grant the Supplier any compensation, indemnity, or other. The Supplier shall provide Axians with any documentation relating to this contractual relationship in order to enable Axians to comply with the controls provided for by export control laws and regulations, including the export laws and regulations of the United States of America, the European Union, the United Kingdom and any other country relating to the goods, software, technology or services covered by the ODA. The Supplier shall indemnify Axians against all claims, demands, liabilities, damages, expenses, fines, penalties, attorneys' fees and all other expenses arising from export restrictions that the Supplier has not disclosed. The Supplier shall indicate the customs tariff codes of the country of delivery for all goods, software, technology and/or services. For goods, software, technology and/or services subject to control, the national export control codes and, if the goods, software, technology and/or services are subject to US export regulations, the ECCN or ITAR classification codes shall be indicated. Evidence of preferential origin as well as declarations and marks of conformity of the country of delivery or destination should be presented without being requested; certificates of origin will be presented upon request.