

## **GENERAL TERMS AND CONDITIONS OF CONTRACT/SUPPLY OF GRUPPO ANTONINI S.P.A./FRAMEWORK AGREEMENT**

### **A) DEFINITIONS**

“Client”: “Gruppo Antonini s.p.a.” and/or “GA”

“Contractor” and/or “Supplier”, hereinafter also referred to as “Contractor”: the natural or legal person appointed by GA to perform an activity/work/supply, as indicated in the order issued by GA.

“Parties”: “Client” and “Contractor and/or Supplier”.

“Contract and/or Order”: the order issued by GA to the Contractor for the performance of an activity and/or work and/or supply in the interest of GA, which is governed by these General Terms and Conditions as supplemented and/or derogated from by the special conditions indicated in the Order.

“Activities/Work/Supplies”, hereinafter also referred to as “Activities”: the activities, work and/or supplies covered by the Order that must be performed by the Contractor in a workmanlike manner and in strict compliance with the Terms.

“End Customer”: the customer of GA who has commissioned the latter to carry out Activities that include the activities and supplies covered by the Contract/Order. Where the Activities are requested by the Client in its own exclusive interest, the End Customer shall be GA itself.

“GA Project”: the graphic representation of what is to be performed by the Contractor. The GA Project is and remains the property and ownership of GA (even if owned by the End Customer and provided by the latter to GA for the performance of the activities/supplies entrusted to the latter by the End Customer).

“Project Carried Out by the Contractor and/or Supplier”: the subject matter of the Activities contracted by GA to the Contractor, consisting of the creation of a design whose results will be owned by GA, which will be free to dispose of them and transfer them to third parties.

“Price/Consideration”: the price/consideration (lump sum or measured), agreed and accepted by the Parties, for the Activities, as indicated in the Order/Contract.

“Deadline(s)”: all deadlines (dates) set out in the Contract/Order for the execution (including partial and/or step-by-step execution), delivery and any installation/assembly, where applicable, of the Activities indicated in the Order, including partial and final deadlines (“Final Date”); all Deadlines are considered essential pursuant to Article 1457 of the Italian Civil Code in the interest of GA.

“Documents and/or Certifications”: all documentation and certifications that must be issued and delivered by the Contractor/Supplier to GA, indicated in the Order and/or in any case clearly and/or logically and/or customarily required due to the nature and/or purpose of the Activities requested by GA.

“Technical Specifications”: all documents and technical specifications attached by GA to the Order/Contract that must be used by the Contractor for the proper performance of the Activities.

“Delivery”: the formal delivery to GA by the Contractor of the result of all Activities covered by the Order, including all Documents/Certifications and any Installation where applicable.

“Partial Delivery”: where provided for and permitted in the Order, the formal delivery to GA by the Contractor of a part (step) of the result of the Activities/subject of the Order, which, unless otherwise specified in the Order, will be verified and tested only upon final Delivery.

“Installation/Assembly”: where applicable, this consists of the installation/assembly work as specified in the Order.

“Preliminary Testing”: where specified in the Order, preliminary verification by GA of the quantity of Activities delivered, without this implying any form of acceptance by GA, either in terms of quantity or quality.

“Final Testing”: verification by GA and the End Customer of the Activities and Documents/Certifications delivered to GA by the Contractor and consequent acceptance and/or evidence of faults, shortcomings and/or defects and/or non-compliance with the Order by GA and/or the End Customer.

“Construction Site”: the Pertusola site in Lerici (SP) owned by GA, where GA carries out both industrial and nautical activities, as well as the Arcola site (SP), where GA carries out industrial/metalworking activities, as well as any other site indicated by the Client in the Order/Contract, including offshore and overseas sites.

“Final Work”: the work on which the Contractor's Activities have been performed and/or included/incorporated and which must be delivered to the same Client or, if applicable, to its End Customer.

“Work partially completed by GA”: part of the Final Work already completed by GA and on which the Contractor must carry out the Activities, subject to verification by the latter that said work does not present any defects and/or problems that could compromise the execution of the activities for which the Contractor is considered responsible.

“GTCS”: these General Terms and Conditions of Contract/Supply of Gruppo Antonini S.p.A., which shall govern all future Orders/Contracts.

“Framework Agreement”: the validity of these GTCS extended to all future Orders/Contracts issued by GA to the Contractor without the need, for each new Order/Contract, to refer to them, attach them or have them signed again for acceptance by the Contractor.

### **1) Effectiveness of Definitions**

The Definitions form an integral and substantial part of these GTCS. The Definitions may be referred to in the text of the GTCS with either capital or lowercase initial letters, without altering their meaning.

### **2) Validity of these GTCS for all future Orders/Contracts – Framework Agreement**

These GTCS are valid between the Parties to the Framework Agreement, with the consequence that, once signed by the Contractor, they govern both the first Order/Contract issued by GA and all future Orders/Contracts issued by GA to the Contractor, without the need for them to be signed again and/or referred to and/or attached to each future order. These GTCS shall remain valid between the Parties until notice of withdrawal is given by one of the two Parties, it being understood that the withdrawal shall not affect Orders/Contracts already issued by GA prior to receipt of the notice of withdrawal, which, despite the withdrawal, shall continue to be governed by these GTCS. In the event that, during the term of the GTCS, new regulations on occupational health and safety and environmental aspects come into force, these shall be automatically applicable to the relations between the Parties, with the Contractor being obliged to comply with them immediately, without prejudice to GA's right to request the signing of new GTCS containing the specific additions.

### **3) Effectiveness and Validity of the Order/Contract**

Once the Parties have discussed the terms of each Order/Contract (price, dates/terms, etc.), GA will send the Contractor an Order/Contract proposal, which may also be entitled “order” (hereinafter the “Order/Contract Proposal”), which will be finalised and become a valid and effective Order/Contract between the Parties only upon return to GA by the Contractor of the Order/Contract Proposal duly signed on each page (“Acceptance”). valid and effective Order/Contract between the Parties, exclusively upon the Contractor's return to GA of the Order/Contract Proposal duly signed on each page (“Acceptance”). If GA does not receive the Acceptance within 10 (ten) days of sending the Order/Contract Proposal, the Order/Contract Proposal shall automatically lapse and become null and void.

The Acceptance must be received by GA either by hand delivery with original signatures and/or by certified email and/or by digital signature, as indicated by GA in the Order Proposal/Contract.

GA shall have the right, but not the obligation, to consider the Order/Contract accepted also by email and/or by conclusive facts and therefore with the commencement of Activities by the Contractor.

### **4. Subject of each individual Order/Contract**

In each Order/Contract, GA shall indicate and/or attach:

- i) the subject matter of the Activities;
- ii) the Terms;
- iii) the Price/Consideration;
- iv) list of Documents/Certifications;
- v) any indication of the place where the Activities will be carried out in whole or in part;
- vi) indication of the place of Delivery;
- vii) any Technical Specifications;
- viii) any GA Project;
- ix) any supplementary and/or derogatory provisions to these GTCS;
- x) any other element deemed useful by the Parties.

It will not be necessary to refer to and/or attach and/or sign these GTCS, which will automatically govern any future Contract/Order.

## 5. Performance of Activities – Contractor’s Commitments and Guarantees

The Contractor guarantees and undertakes to perform all the Activities covered by the Order/Contract:

- i) in complete autonomy, providing its own means for the organisation of site personnel, as well as the management of the necessary machinery and equipment, assuming full responsibility for the risk;
- ii) in full compliance with GA’s Designs and Technical Specifications and, in general, with the documentation attached to the Order/Contract and/or with the instructions that will be provided by GA, including during the course of the work;
- iii) the Contractor declares and guarantees that it has the technical and financial capacity, its own resources and highly qualified and trained personnel to perform all the Activities covered by the Order/Contract in a workmanlike manner and in full compliance with the Terms;
- iv) The Contractor declares and guarantees (and in this regard undertakes) that, prior to Acceptance of the Order/Contract, it has carefully examined the purpose and content of the Activities, all documents/Technical Specifications and, where applicable, the GA Project and/or the Work already partially completed by GA and on which the Activities are to be performed, and declares and warrants, based on its experience and technical/business and financial capabilities, that the Subject Matter of the Order/Contract Proposal and all attached documents (documents and Technical Specifications, any GA Project, etc. nothing excluded), all the elements necessary to correctly perform the Activities are indicated, there are no gaps and/or omissions, they are clear and there are no defects or quality and/or structural problems (including with regard to the work already partially completed by GA) and, in general, any problem that could compromise the execution of the Activities in a workmanlike manner (and in accordance with the Order/Contract) of the Activities and compliance with the Terms;
- v) In accordance with the provisions of Article 5 iv) , the Contractor undertakes, prior to acceptance of the Order Proposal/Contract, at its own expense and responsibility, to notify the Client in writing of any possible problems/faults/defects/omissions/lack of clarity identified in said Proposal and in all documents attached and/or referred to therein (including Technical Specifications, any GA Project, none excluded) and/or in the Work already partially completed by GA, which must or should be eliminated/modified to ensure the proper execution of the Activities and/or to avoid an increase in costs and/or a delay in relation to the Terms. In the absence of such prior notification, the technical content of the Proposal and all documents attached and/or referred to therein and/or the work shall be deemed to have been accepted by the Contractor and shall be considered compliant and free from defects such as to prejudice the execution of the Contractor’s Activities, and the guarantee referred to in Article 5 iv) shall remain valid and effective. As a result, the Contractor shall be liable for any delays and damages that may arise for GA from the failure to examine and/or inaccurate examination of the Proposal and all documents attached and/or referred to therein and/or the Work partially performed by GA, and shall not be entitled to claim costs and/or prices/for the performance of all corrective activities aimed at eliminating the aforementioned problems/faults/defects, which corrective activities must be carried out promptly by the Contractor at its own expense and responsibility, in agreement with GA and the End Customer and in compliance with the Terms indicated in the Order/Contract, without any delay and/or postponement.
- vi) The Activities must be performed in a workmanlike manner by technically qualified and specialised personnel, adequately trained and instructed in occupational health and safety and environmental protection. The number of employees must be adequate for the type and scope of the activities to be carried out, depending on the nature of the activities and the equipment and machinery used. The work must be carried out in full compliance with the agreed timetable, also in view of the final deadline that GA is required to meet for its End Customer.
- vii) The Contractor acknowledges the importance that the Activities covered by the Order/Contract have for the Client, taking into account the importance of the End Customer, the significance and complexity of the work, compliance with deadlines/terms and the significant penalties (known to the Contractor) that GA will have to pay to its End Customer in the event of delays.

## 6. Contractor’s Works Manager/Supervisor – Absence – Suspension of Activities – Express Termination Clause

Whether all or part of the Activities are to be carried out on site (and therefore at the Client’s premises and/or at sites indicated by the Client) or at the Contractor/Supplier’s premises, the latter undertakes to ensure the daily and constant presence of a Works Manager/Supervisor appointed by the Contractor who will fully represent the latter and shall have the power to sign any document relating to the Activities, including SALs and any changes to the work, and shall be the main interface with the Client, as well as having all the powers and duties provided for by law for the figure of the Supervisor, having the requirements and relevant certifications and exempting GA from any obligation to verify this point. In the absence of the constant and daily presence of the Works Manager/Supervisor and/or in the absence of the relevant certifications, the Client shall have the right to suspend the execution of the Activities to the detriment of the Contractor, with the consequence that the suspension period shall have no impact on the Terms set out in the Order/Contract, which shall remain unchanged. After 5 consecutive days of suspension, without the Contractor having reinstated the daily and constant presence of its Works Manager/Supervisor and/or having provided the regular certification (communicating in writing the reinstatement and any new name and providing the relevant documentation in this case) the

Order/Contract shall be terminated pursuant to Article 1456 of the Italian Civil Code and the Client shall be entitled to claim compensation for all direct and indirect damages related to said serious breach and subsequent termination.

## 7. Contractor’s Responsibilities and Obligations – Breaches – Penalties

The Contractor shall be solely responsible for all activities/supplies/obligations that are not specifically indicated in the Order/Contract and/or in these GTCS as being the responsibility of the Client and, in particular, without the list being exhaustive:

- i) Supply of services and consumables to complete all Activities and any Installation/Assembly in accordance with best practice.
- ii) The provision of knowledgeable, trained and skilled personnel (and, if appropriate for the type of Activity, also highly specialised).
- iii) The permanence and validity, for the entire duration of the Order/Contract and the work, of the authorisation pursuant to Article 68 of the Italian Navigation Code (where necessary for activities to be carried out in an area under state concession) which the Contractor, by signing these GTCS, declares to already possess and guarantees that it will possess for any future Order/Contract with the Client.
- iv) Forwarding of documentation to GA (without the list being exhaustive: DM10, F24, DURC, DURF, etc.) certifying that all the Contractor’s personnel (and/or its subcontractors authorised by the Client) are in compliance with monthly wages, insurance and social security positions and that all personnel are guaranteed adequate wages and conditions which must be always in line with the applicable National Collective Labour Agreements. Without prejudice to the above, in particular, the Contractor shall submit to the Client on a quarterly basis the updated DURC (social security contribution payment certificate) and the paid payslips of each employee and/or collaborator (with sensitive data removed) of the Contractor (and/or its subcontractors authorised by the Client) present on the Construction Site and employed in the performance of the Activities, together with documentation evidencing the correct payment of social security contributions (as an alternative to payslips, the Contractor shall send, on a monthly basis, for each employee or collaborator used in the performance of the Activities, a declaration signed by the latter, certifying that, on the date of issue of the declaration, he has regularly received any salary and entitlements which were due from the employer and that all contributions have been paid).
- v) The adoption of all necessary measures to ensure the safety of persons and property during the performance of the Activities to be carried out at the Client’s Construction Site and/or other sites, including the Contractor’s premises.
- vi) The constant availability of a Works Manager/Supervisor and at least one safety manager (and any other requirements prescribed by current regulations), in possession of the relevant certifications, to be delivered in advance to the Client.
- vii) A list of equipment/machinery owned by the Contractor and/or rented in its own name, brought onto the Construction Site, to be communicated in writing to the Client before being brought onto the Construction Site, together with all the relevant certifications required by law for their correct and safe use.
- viii) Suitable and valid equipment/machinery in compliance with current regulations and regularly maintained and tested, suitable for carrying out, also from the point of view of the safety of the personnel employed, the Activities provided for in the Order/Contract and any variations thereof.
- ix) Provision of all PPE required by occupational health and safety regulations and also those which are considered as appropriate for the safe execution of the work.
- x) All costs/expenses for renovations and/or repairs due to defects/faults found, attributable to the Contractor, during and after the execution of the Activities.
- xi) Daily cleaning of the Construction Site and proper disposal of waste and work debris.
- xii) Where all or part of the Activities are to be carried out within the Client’s Construction Site and/or at another site indicated by the Client, the Contractor shall comply with the following:
  - a. The work areas within the Construction Site shall be delivered clean and organised by the Client. Failure to do so shall require the Contractor to immediately (and in any case within 24 hours) notify the Client in writing. Failure to do so shall result in the areas being considered delivered perfectly clean and organised.
  - b. The work areas within the Construction Site must be returned to the Client, at the Contractor’s expense and responsibility, cleaned of all waste, waste material or consumables, and at the end of each working day they must always be left clean and free of waste, debris and/or equipment and/or goods of any kind, also to avoid dangerous situations and/or obstacles for personnel (whether of the Contractor, the Client or third parties) present on the Construction Site and/or for third parties. The disposal of containers of paint, fuels, oils, hazardous and/or polluting and/or toxic and/or flammable

materials used and/or brought onto the Site by the Contractor and, in general, the disposal of any waste, must be carried out promptly by the Contractor at its own expense and responsibility and in full compliance with the relevant legal provisions. Failing this, if the Client notices that the areas are not kept clean and free of waste and/or equipment and/or verifies that disposal has not been carried out promptly and/or that it has not been carried out in accordance with the relevant regulations, the Client shall be entitled to apply, for each individual breach (and therefore for each container not disposed of correctly and/or promptly and/or for each time that the work area is found to be incorrectly cleaned and cleared) a penalty (deemed fair and unchangeable by the Parties) of € 700.00 (seven hundred/00) in addition to any greater damage and in addition to the right to proceed with disposal itself, charging all related costs to the Contractor, with the right to offset them, together with the penalties, against its own debts. The charging of these penalties shall not exempt the Contractor from its obligation to proceed with disposal and/or cleaning. GA also reserves the right to apply to the Contractor all the penalties provided for in GA's internal procedures listed in Annex 3 and all subsequent revisions/additions communicated by GA to the Contractor, as well as GA's right to charge the Contractor for all penalties/fines imposed on GA by public authorities and arising from the Contractor's non-compliance.

- c. Any materials and/or equipment provided on loan/for use by the Client must be returned immediately after use and repositioned in their place following the instructions of the Client's pro-tempore site manager.
- d. Any waste materials resulting from work carried out by the Contractor must be collected daily in the appropriate containers, sorted by type (in full compliance with separate waste collection), which the Contractor must request in advance and in good time from the Client's Site Manager/HSE.
- xiii) Issuing of a weekly work log containing the following information:
  - a. First and last names of operational personnel present on the Construction Site.
  - b. Equipment in use on the Construction Site.
  - c. Detailed description of the activities carried out, including the percentage of progress for each brand/process/supply.
  - d. Any other notes that may be useful for the smooth running of activities.
- xiv) HSE, QA/QC supervisor who must always be present on the Construction Site.
- xv) Provision of adequate toilet facilities and changing rooms on site for the Contractor's personnel (and subcontractors authorised by the Client).

#### 8. Client Costs for Activities carried out within the Construction Site

In addition to what is expressly provided for in the Order/Contract and in the regulations on health and safety at work and environmental protection, the following costs shall be borne by the Client:

- A. Office containers (only if expressly provided for in the Order/Contract) for the Contractor's supervisors, without any obligation of custody on the part of the Client.
- B. Supply of industrial water in the work area of the Construction Site.
- C. Supply of 220/380V 32kVa electricity in the work area of the Construction Site.
- D. Supply of compressed air in the work area of the Construction Site, to be used exclusively under care and responsibility of the Contractor.
- E. Vehicles and personnel for loading/unloading and handling the Contractor's work machinery and consumables, but only if expressly provided for in the Order/Contract, otherwise they remain the responsibility of the Contractor.
- F. Provision (only if expressly provided for in the Order/Contract) of a dedicated area for containers and office modules supplied by the Contractor (who shall have exclusive custody thereof), which must be removed immediately, at the Contractor's care, expense and responsibility, no later than three days after completion of the Activities carried out on Site and/or within three days of a simple written request from the Client, failing which the latter shall have the unquestionable right to remove and/or move them to another area, charging the costs to the Contractor and offsetting them against its debts to the latter.
- G. Changing rooms, showers and toilets shall be made available to the Contractor's personnel (and its authorised subcontractors), but only if expressly provided for in the Order/Contract; otherwise, they shall remain the responsibility of the Contractor. For these services, if provided and made available by the Client, without any obligation of custody on its part, the Contractor, who will assume custody, shall pay the Client the amount of €30.00 (thirty/00) plus VAT per month for each of its employees/collaborators (including those of subcontractors) who enter the Site to use the changing rooms, showers and/or toilets. The aforementioned amount shall be automatically increased each year by 100% of the consumer price index for blue-collar and white-collar households (FOI). The Client shall be entitled to offset the credit for these services against any debts owed to the Contractor.
- H. Provision, where necessary and without any surveillance, of covered work areas,

appurtenant areas and areas for material storage.

- I. Provision, where provided for in the Order/Contract or at the Contractor's request (if requested by the Client, upon payment of a fee for hot hire), of lifting or handling/transport equipment with operator (to which the hot rental rules will apply, regardless of whether the Client requests a fee for their use or not). Lifting/handling/transport equipment means cranes, overhead cranes, forklifts, forklifts, and cranes already present on the Construction Site, which will be used by the Client's personnel, managed under the care and responsibility of the Contractor's personnel, unless handling is planned to be managed directly by the Contractor.
- J. Supply and assembly of scaffolding, trestles, and elevating platforms required for the execution of the activities, provided that the Contractor may use said equipment, at its sole care and responsibility, exclusively by personnel adequately trained in working at heights and in general in the use of the equipment in full compliance with all occupational health and safety regulations. To this end, the Contractor undertakes to verify, at its sole care, expense, and responsibility, prior to each use of said equipment, that it has been properly and safely assembled, implementing all necessary and/or appropriate measures for its safe use, and verifying that it is suitable for use based on the specific work to be performed and the environments in which it is to be performed. Whenever the Contractor detects safety and/or suitability issues in the use of said equipment, it must refrain from using it and must immediately notify the Client in writing of the identified issues, so that the latter can address them.
- K. Provision of all engineering documents required to carry out the activities.

#### 9. Safety and hygiene in the workplace and environmental aspects during the execution of the Activities on the Client's Construction Site – Express Termination Clause – Penalties

9.1 The Contractor is required to ensure full and correct application of all provisions set forth in Legislative Decree No. 81 of 8 April 2008, as amended and supplemented. The Contractor is also obliged to comply strictly with the requirements contained in the DUVRI and in the HSE Plan for the contract, which must be considered an integral and substantial part of each individual Order/Contract and/or are attached to it or have been delivered, if necessary based on the Activities to be performed, to the Contractor prior to Acceptance of the Order/Contract. To this end, the Contractor acknowledges that, by accepting each Order/Contract, it automatically acknowledges and declares that it has received and adequately reviewed the aforementioned two documents, that it has no comments on their content and that it has disseminated and shared their content with all its personnel/collaborators (including those of subcontractors).

9.2 The Contractor is required to comply with and fully apply the specific operating and safety procedures prepared by the Client, which must be considered an integral and substantial part of each individual Order/Contract and/or are attached thereto or have been delivered to the Contractor prior to Acceptance of the Order/Contract. To this end, the Contractor acknowledges that, by accepting each Order/Contract, it automatically acknowledges and declares that it has received and adequately reviewed the aforementioned procedures, that it has no comments on them, and that it has disseminated and shared their content with all its personnel/collaborators (including those of subcontractors).

9.3 The Contractor shall pay particular attention to interfering and/or particularly risky activities, such as, by way of example and without limitation: operations in confined spaces, painting and/or sandblasting activities on board structures, work at height, use of lifting and handling equipment (such as aerial work platforms and forklift trucks), as well as lifting operations in general.

9.4 Before commencing the Activities to be carried out on Site, the Contractor is required to submit a specific risk assessment document relating to the work to be carried out on Site. This document constitutes and will constitute an integral part of the Order/Contract.

9.5 Before commencing work on the Construction Site, the Contractor must also provide the Client with all the documents and information required by these GTCS and by the individual Order/Contract, in accordance with the terms and conditions specified therein. The Contractor must promptly provide the Client's Health and Safety Service with all the necessary information regarding changes in the workforce on the Construction Site.

9.6 All personnel employed on the Construction Site by the Contractor (including subcontractors' personnel) must always carry and display their personal identification badge. Failure to do so will result in the application of the penalties provided for in the Client's procedures, which the Contractor, by accepting each Order/Contract, automatically declares to be aware of and accept.

9.7 In the event of use of equipment and/or vehicles owned by the Client, prior formal written authorisation from the latter must always be obtained, and the Contractor undertakes and guarantees that the personnel who will use said equipment and/or vehicles are adequately trained and instructed, as required by current safety regulations, and always verify, prior to their use, its proper and safe operation, undertaking, failing this, not to use the aforementioned equipment/means and to immediately notify the Client in writing of any problems encountered, so that the Client can verify and resolve them before use. The Contractor assumes full and exclusive responsibility for the use of such equipment, thereby indemnifying the Client.

9.8 Below is an extract of the main obligations and prohibitions, in addition to those already provided for above, incumbent upon the Contractor, to be implemented automatically with the additional provisions and requirements contained in Legislative Decree No. 81 of 8 April 2008, No. 81, as amended and supplemented, and in all regulations concerning workplace health and safety and environmental protection, as well as with the provisions specifically contained in each individual Order/Contract and in the documentation relating to the safety of the Client and the Contractor:

- a) the Contractor must always have a Site Supervisor on the Construction Site (equipped with all the relevant certifications/courses/training, with the obligation to deliver them in advance to the Client, with the Contractor being liable for any delayed and/or incorrect delivery) to verify aspects related to the safety of its personnel and, in the event of his absence, the Contractor must immediately identify a suitable replacement and notify the Client in writing;
- b) The Contractor must always have an adequate number of personnel trained in emergency response and first aid on the Construction Site.
- c) All personnel employed on the Construction Site by the Contractor

- (including subcontractors' personnel) must be medically fit for the task to be performed and, if not, must be immediately removed from the site area.
- d) All personnel present and/or employed on the Construction Site by the Contractor (including subcontractors' personnel) must have received adequate information, education and training based on the task/activity, on health and safety in accordance with Articles 36 and 37 and Title III of Legislative Decree 81/08 and specific regulations on the subject (including the State-Regions Agreement signed on 17/4/2025).
- e) All personnel present and/or employed on the Construction Site by the Contractor (including subcontractors' personnel) must always display their company ID badge or at least have it available on the Construction Site.
- f) All personnel present and/or employed on the Construction Site by the Contractor (including subcontractors' personnel) must always wear protective helmets and safety shoes in the Construction Site areas, in addition to the PPE specific to the work being carried out. The Contractor must also always assess in advance, based on the type of work to be carried out and taking into account possible errors and carelessness on the part of its personnel, the most appropriate and even just suitable PPE useful for reducing the severity of accidents (in this regard, the Client also draws attention to the Contractor to protect the eyes and respiratory tract, for which appropriate and suitable PPE must always be used and/or even just appropriate PPE based on the work carried out). It is necessary for the Contractor's workers (and/or its subcontractors) to wear clothing that clearly identifies their affiliation with the Contractor.
- g) It is strictly forbidden to modify the safety equipment provided by the Client (scaffolding, scaffolding towers or protective railings) and, in the event of proven necessity, the Client's personnel must be asked to authorise the modifications through the personnel specialised for this purpose. By way of example, it is forbidden to modify in any way and/or move the scaffolding structure, or remove boards from the walking surface, or build ladders and supports with materials present on the Construction Site that have not been previously authorised by the site manager or the technical personnel of the scaffolding sub-supplier.
- h) Any equipment introduced by the Contractor/on the Construction Site must be CE certified or comply with Annex V of Legislative Decree 81/08, and the equipment must be indicated and communicated in writing by email to the Client before being allowed on the Construction Site.
- i) The Contractor is prohibited from bringing ladders and similar equipment that do not comply with the relevant standard onto the Site.
- j) The Contractor's supervisors must always verify that the activities carried out do not interfere with other activities in progress on the Site, coordinating the work on a daily basis with the Client's Site representatives. In particular, it is strictly forbidden to:
- Carry out work without checking for the presence of flammable substances in the work area and, in any case, protecting the surrounding materials.
  - Carry out work in enclosed spaces without first installing extraction and air exchange systems.
  - Work in confined spaces without the appropriate work permit form.
  - Introduce chemicals into work areas using unsuitable and unidentified containers.
  - Carry out painting work without installing suitable extraction and ventilation systems in closed rooms.
- k) In the case of activities such as grinding and/or welding and/or those involving the use of blowtorches or flammable materials, ensure that these do not interfere with other adjacent operations or that the resulting sparks and splinters may cause damage to third parties and/or property, and always ensure in advance that there are no flammable substances of any kind in the work area (and/or inside the property where such activities are carried out). To this end, the Contractor shall, at its own expense and responsibility, obtain a gas-free certificate from a qualified technician. For the performance of the aforementioned activities, the Contractor shall use personnel trained in fire prevention and equipped with the relevant authorisations, permits and training.
- l) When working at height (on scaffolding, aerial work platforms, etc.), always ensure that the area below is closed to people and that no work is being carried out in the area below.
- m) In the case of work involving the lifting of goods and/or equipment within the Construction Site using cranes or other machinery owned and/or used by the Contractor, the latter must always check in advance that the machinery used is suitable for lifting the weight, is regularly maintained, is in perfect working order and is safe. Whether the Contractor uses its own equipment for lifting or requests the availability of a crane with an operator from the Client (in which case the hot hire rules apply, even if use is free of charge), the Contractor must always, at its own expense and responsibility, supervise the lifting operations with the utmost care, using personnel trained in slinging and in the supervision of such operations, and ensuring that, during these operations, all personnel and any third parties are not in the manoeuvring/lifting area and/or in positions that could create a hazard to their safety, and must always be kept at a safe distance from the lifted load and the ropes/cables/chains used while they are under tension.
- n) When painting or applying intumescent coatings, always ensure that closed rooms are properly ventilated.
- o) When working in areas without natural lighting, ensure that, in addition to ordinary artificial lighting (always low voltage), a safety lighting system is in place.
- p) It is strictly forbidden to use work equipment such as aerial work platforms, forklift trucks and cranes without valid authorisation and driving licences.

q) It is strictly forbidden to set up improvised and non-compliant electrical systems to power your equipment. Only authorised connections to the site switchboards, equipped with compliant connections, must be used.

r) It is strictly forbidden to bring in and/or consume alcoholic beverages (and, of course, psychotropic substances or drugs of any kind, even if permitted by law and/or contained in medicines) in the Site areas, just as it is forbidden to consume food in the Site areas and/or smoke (including electronic cigarettes), except in the designated areas.

9.9 Given the importance of strict compliance with all provisions regarding workplace health and safety and protection set forth in this Article 9, the Parties mutually acknowledge that any single violation constitutes a serious breach by the Contractor and agree that the violation of even one of the obligations and provisions set forth in this Article 9 and/or in general by Legislative Decree 81/08 and subsequent amendments, as well as the incorrect application of the provisions of the DUVRI/HSE Plan and/or other coordination and/or safety documents by the Contractor, constitute grounds for termination of the contract pursuant to Article 1456 of the Italian Civil Code, with additional costs and damages to be borne by the Contractor. In any case, the Contractor irrevocably acknowledges the Client's right to apply, to each individual violation, the provisions and penalties provided for in its internal procedures (it being understood that the Contractor, by signing any future Order/Contract, automatically declares that it is aware of and accepts them without reservation) as well as the Client's right to offset the amount of any penalty imposed against the Contractor's receivables.

9.10 The measures provided for by the regulations on the prevention of pandemics and/or epidemics will be adopted on the Construction Site. GA reserves the right to introduce any measures deemed important for the health of workers, even during the execution of an Order/Contract, with which the Contractor must comply. In any case, it is strictly forbidden for the contractor's personnel to access the Site areas in the event of flu symptoms, fever or symptoms that may suggest infection with an ongoing pandemic/epidemic. The Client's HSE service may, however, assist the Construction Site workers by taking the body temperature of employees to monitor the situation.

9.11 The Contractor shall ensure the correct application of all provisions of Legislative Decree No. 152/2006 and subsequent amendments and additions, with specific reference to waste management and emissions into the atmosphere and water. It shall also ensure compliance with the provisions of the DUVRI documents and the HSE Plan for the contract in environmental matters and, in particular, shall manage all waste produced in accordance with the provisions of the law and the instructions received from the Client, ensuring the daily cleaning of its workplace and the assigned Construction Site area, thus also avoiding obstacles and/or dangers to people.

9.12 The violation of even one of the environmental protection regulations provided for by Legislative Decree 152/2006 and subsequent amendments, as well as the provisions of the DUVRI and the HSE Plan for the contract in environmental matters and, in general, the provisions of Articles 9.10 and 9.11, constitute, pursuant to Article 1456 of the Italian Civil Code, grounds for termination of the contract to its detriment. In any case, the Contractor irrevocably acknowledges the Client's right to apply, to each individual violation, the provisions and penalties provided for in its internal procedures, it being understood that the Client has the right to offset the amount of any penalty imposed against the Contractor's receivables.

9.13 In the event of repeated conduct that does not comply with the standards of cleanliness and/or safety and/or environmental protection, as provided for in Article 9, the Client shall have the unquestionable right to remove the Contractor's employees (and/or those of its subcontractors) from the Site, without the latter being able to make requests for an extension of the contractual terms or modification of the timetable to the Client, and with the obligation of the latter to immediately replace the removed personnel with suitable personnel.

#### 10. Other Contractor Obligations – Indemnity

The Contractor, also on behalf of any subcontractors, must submit all documentation requested by the Client, referred to as "Authorised Site Access Documents," to the Client before entering the Client's work areas and commencing work. If the Contractor fails to fulfil this obligation within the time frame and in the manner described above, the Contractor, its employees and any other collaborators shall not be authorised to enter the Construction Site and any consequential delays in the work shall be charged to the Contractor as its responsibility. The Contractor undertakes:

- I. to apply to its employees regulatory and remuneration conditions that are not inferior to those resulting from collective labour agreements and supplementary agreements, including local ones, in force at the time and in the location where the work is carried out, and to verify, under its own responsibility, that its subcontractors also apply the same treatment to their employees;
- II. to comply with (and ensure that its subcontractors comply with) all legal provisions relating to the hiring of labour, insurance against accidents at work and social security and welfare contributions in favour of workers, with timely payment to them of wages, salaries, remuneration and contributions.
- III. to indemnify, guarantee and hold harmless the Client from any prejudice, damage and expenses, including legal expenses, that the Client may incur (including expenses for its own legal assistance) as a result of any actions, claims or reasons brought by any third party (including employees and/or collaborators of the Contractor and/or its assignees, including subcontractors and their employees) against it, which are caused or motivated by conduct and/or omissions objectively attributable to the Contractor or its subcontractors, or are in any case the consequence of non-compliance and/or breach of the obligations incumbent upon the Contractor/subcontractor(s) and/or the guarantees provided by signing these GTCS for any future Order/Contract, including with regard to workers pursuant to Article 29 of Legislative Decree 276/03 and subsequent amendments and additions, self-employed workers and/or collaborators.

#### 11. Means and Assets Owned by the Client – Exclusive Liability of the Contractor and Indemnity in favour of the Client

The use of materials, machinery, equipment, tools and anything else belonging to the

Client is prohibited to the Contractor, unless specifically authorised by the Client. In any case, any use shall be at the sole risk and under the sole responsibility of the Contractor, who shall carefully verify in advance the suitability and efficiency of the means used and shall ensure that it is used exclusively by personnel who are adequately trained, suitable and equipped with all the necessary and/or appropriate courses for the correct and responsible use of such machinery/equipment. The Contractor hereby undertakes to indemnify and hold harmless the Client from any liability and/or prejudicial consequences that the latter may suffer as a result of damage caused by anyone arising from and/or connected with the use of said machinery/equipment by the Contractor's personnel and/or collaborators and/or its subcontractors, even if the damage is due to the unsuitability and/or lack of efficiency of the equipment, which the Contractor was obliged to check before its actual use. Upon prior request, the employees of the Contractor and any Subcontractors may use the services available in the Client's work areas according to schedules, costs and methods to be agreed with the Client, who may, at its sole discretion, deny such possibility. In the event of authorisation, the Contractor shall ensure that its employees (or those of subcontractors) who use the Client's property are in possession of the necessary qualifications (to be delivered in advance to the Client) and professional competence and that they have received adequate training and information regarding the conditions of use and foreseeable abnormal situations. When the Client's equipment is used with an operator provided by the Client itself, the wet hire rules shall apply (regardless of whether a fee is expected or not) whereby the vehicle with operator will be coordinated by the Contractor under its own exclusive responsibility and with full indemnity for the Client.

## 12. Means and Assets Owned by the Contractor

All machinery and equipment owned by the Contractor must be CE certified and comply with EU regulations on worker safety and protection. Such machinery and equipment must be clearly marked with a plate indicating the name of the owner company and specifically listed in a list to be delivered to the Client upon entry to the Construction Site. The aforementioned machinery and equipment must also be maintained in the necessary conditions of efficiency for safety and regular use and must be equipped with all the necessary and/or appropriate protections and safety devices to prevent accidents at work. All electrical machinery and equipment must be powered by 48V (or, if not 48V, by means of an isolation transformer). The Client's Safety Manager shall have the right to inspect the Contractor's equipment and machinery, even during the course of the work and for the entire duration of the contract. Any connections and/or disconnections to electrical lines or other technological systems supplying power to machinery and equipment, etc. installed by the Contractor may only be carried out by the Client's internal maintenance personnel. If the Contractor and/or Subcontractor request access to the Site for their vehicles, they must allow the Client's personnel to check the contents of the vehicle both on entry and exit, upon simple request, under penalty of being prohibited from entering or leaving the Construction Site areas.

## 13. Execution of Activities – Duration and Essential Terms – Personal Integration – Notice to comply and Termination

The duration (Term) of the work is indicated in each individual Order/Contract. All terms indicated in the Order/Contract (and/or in the time schedule attached to it and/or subsequently agreed upon), both intermediate and final (even if the Order/Contract uses expressions such as 'approximately' and/or 'indicative'), shall always be considered essential pursuant to Article 1457 of the Italian Civil Code in the interest of the Client.

The Contractor hereby declares that it is fully aware of the importance for the Client of strict compliance with the Terms, also in consideration of the terms that the Client must comply with in relation to its End Customer and the significant penalties that the Client risks incurring in the event of delay.

In the event that, for any cause and/or reason, even if not due to the Contractor's fault and/or omission, the work is delayed with respect to the intermediate deadlines and/or in any case such as to suggest a delay with respect to the final deadline, the Contractor shall immediately remedy the situation by significantly and adequately supplementing the workforce, also based on the Client's instructions, to make up for and/or avoid delays. Failing this, the Client shall send a written warning to proceed with said integration and, failing this, if fifteen days have passed without the Contractor having effectively done so, the contract shall be deemed terminated pursuant to Article 1454 of the Italian Civil Code due to the latter's actions and fault.

## 14. Amount of Activities - Immutability

The amount of the activities is determined in each individual Order/Contract.

Where the amount is to be calculated on a measured basis, it shall be understood to be unchangeable in amount. Only the final measurements may be modified.

Where a lump sum is provided for, it shall be understood to be fixed and unchangeable. In the event of increases in labour and material costs, Article 1664 of the Civil Code shall apply.

Any changes to the amounts may be agreed in writing (under penalty of ineffectiveness) between the Parties during the execution of each Order/Contract where changes and/or extras occur.

## 15. Changes and/or extras to the Activities – *ius variandi* – Written form

The Client shall have the unquestionable right, during the execution of the contract, to increase or decrease the number of Activities (*ius variandi*) entrusted to the Contractor.

In the event of a reduction, the Client shall notify the Contractor of the work to be removed from the Order/Contract and the related amounts (calculated either on the basis of the amounts indicated for the work removed or, failing that, on the basis of the contract value, the measurements indicated and the work removed, according to a proportion, measurements/quantity/amount), with the Contractor waiving the right to contest and/or request anything for any reason, including loss of earnings, with the exception of payment for any Activities already correctly performed in whole or in part prior to notification of the change/removal, provided that the aforementioned Activities are accepted by the Client and are delivered to the Client in advance, as a condition for the enforceability of the related credit.

In the event of changes that require additional work and/or extras not provided for in the individual Order/Contract, which are requested by the Client (and/or its End Customer) and/or proposed by the Contractor for a better result of the work, these must always be quoted in advance in writing by the Contractor, with a precise indication of the extra costs

and/or variations and any timing for execution (only if the Contractor anticipates that the execution of the extras will actually require a change to the Completion Date and/or Intermediate Deadlines), and must be accepted in writing by the Client; in the absence of a written quotation and/or written acceptance, the Contractor may not/shall not carry out the variation/extra work and, in any case, in the absence of written authorisation, it may not request/claim any compensation/indemnity/claim (which it hereby waives) of any kind or nature for any extras/variations that may be carried out, which will be considered within the Order/Contract and as such delivered to the Client without any change to the Completion Date and without any additional compensation. The Client retains the right, for any variations/extras carried out by the Contractor but not previously quoted and accepted in writing, to request their immediate removal and restoration to their original state at the Contractor's expense and responsibility, without any postponement of the deadlines.

## 16. Delays and Penalties – Prohibition on suspension of work by the Contractor – Termination

16.1 In the event of delays in the performance of the Activities due to the Contractor's fault and/or failure to comply with the obligation to integrate personnel as indicated in Article 13, without prejudice to the termination of the Order/Contract pursuant to Articles 1457 and/or 1454 of the Italian Civil Code, the Parties agree to apply the following penalties, deemed fair and unchangeable, without prejudice to any greater damages.

16.2 Where Intermediate Deadlines are provided for, and their essential nature is not expressly excluded from the order, a penalty equal to 3% of the value of the lot related to the Intermediate Deadline for which there is a delay shall be applied. This applies for each week or fraction of delay, up to a maximum of 20% of the value of the work scheduled for the delayed Intermediate Deadline.

16.3 In the event of delays with respect to the Final Delivery Date of the Activities, a penalty shall be applied, which shall be added to any penalties already applied pursuant to Article 16.2, equal to 2% (two per cent) of the total value of the contract order (if measured on the basis of the total estimated value according to the measurements indicated in the Order/Contract and/or its annexes) for each week and/or fraction of delay, up to a maximum of 15% (fifteen per cent) of the value of the Order/Contract, including variations/extras.

16.4 The Contractor is expressly prohibited from suspending the Activities for any reason other than force majeure. The Contractor may not suspend the Activities even in the event of delays in payment by the Client, unless such delays exceed 90 consecutive days and provided that the related credit is not disputed (in terms of amount and/or quantum) by the Client. In the event of unlawful suspension and/or suspension not authorised in writing by the Client, the Order/Contract shall be terminated by operation of law pursuant to Article 1456 of the Italian Civil Code, with the Client being entitled to compensation for all direct and indirect damages suffered and to be suffered.

## 17. SAL, Invoicing and Payments – Suspension – Contractual Interest

At the end of each work period specified in the Order/Contract and/or in the relevant time schedule, the Contractor shall draw up the SAL, i.e. the counting of entitlements/work progress status. Upon receipt of the SAL, the Client's Works Management, after due verification and any modification of the SAL based on the Activities that have been effectively and regularly/correctly performed, shall issue the "Certificate of Payment". The Client undertakes to send the Certificate of Payment to the Contractor no later than seven (7) working days from the date of receipt of the SAL, provided that the work indicated therein has been effectively, regularly and correctly performed. Once the Certificate of Payment has been obtained, the Contractor shall issue the relevant invoice, which it shall send or deliver to the Client. Payment of the invoiced amount shall be made within the time frame specified in the Order/Contract. Invoices must be issued with reference to a single Order/Contract; cumulative invoices for multiple contracts are not permitted. Before commencing work, the Client and Contractor shall agree on a form for calculating progress, which shall be calculated on a monthly basis and/or on any other basis specified in the Order/Contract.

The Client may, at its sole discretion, replace the Payment Certificate with the signature for acceptance of the SAL delivered by the Contractor, which shall have the same effect as the aforementioned Certificate.

To be validly issued and to make the related credit enforceable, each invoice must always indicate all the details of the Payment Certificate and/or the SAL signed by the Client. Failure to do so will result in the invoice not being paid by the Client and no interest for late payment will accrue.

The authorisation to issue invoices and the acceptance of work progress reports and/or the issuance of the Certificate of Payment shall not, in any case, constitute as formal acceptance of the Activities and/or as a waiver by the Client of the right to claim for any faults and defects in the work, even if obvious, as the Client has the right and the power to contest all possible faults (even if obvious) at the end/completion of all the Activities commissioned to the Contractor, as the presumption referred to in Article 1666 of the Italian Civil Code does not apply, and this is all the more so where there is an End Customer, also taking into account that, upon completion, all the contracted Activities must be assessed, verified, tested and accepted by the latter.

Payment of invoices shall also be subject (and as a further condition for the credit to be due and payable) to the Contractor submitting, by e-mail, all documentation certifying the regular and timely payment of salaries and all social security, insurance and tax contributions relating to each employee/collaborator employed by the Contractor (and/or its subcontractors) in the execution of the Order/Contract. In the event of failure to submit the aforementioned documentation, as well as in the event that it is not fully compliant and up to date, the invoices issued by the Contractor and the related credits shall be unenforceable and the Client shall have the unquestionable right and power to suspend all payments (without accruing any interest). In any case, the Client shall have the right to withhold and/or offset the Contractor's credits with any payment request — without any exception, should the Client receive payment under the joint and several liability provisions of Article 29 of Legislative Decree 276/03 and subsequent amendments, as well as any legal costs that the Client may incur in defending against such a claim. The Client shall in any case have the right and the power to offset any of its own claims against the Contractor with claims of the latter arising from any Order/Contract and therefore the right to offset its own claims (including penalties) relating to a specific order against the Contractor's claims, even if relating to a different Order/Contract, with the Contractor waiving the right to raise objections and/or disputes.

The Contractor shall not be entitled to claim any payment until it has correctly fulfilled

the obligations set out in this order and, consequently, the Client may legitimately suspend payment until the Contractor has fulfilled all the obligations that give rise to and make such payment due.

The Client's representatives authorised to approve the progress reports shall be indicated in the Order/Contract, or in a subsequent written communication. Failing this, the only person who may approve them is the sole or delegated administrator.

In the event of late payments by the Client, the Parties agree, notwithstanding any other provision of law, to conventional interest at the six-month Euribor rate (applicable at the time of the delay) plus 2 points, excluding any other type of interest and claims for further damages, which the Contractor hereby waives. In the event of payment delays of less than 90 days, the Contractor may not suspend and/or reduce the Activities, but shall be entitled to take legal action to recover this credit.

#### **18. Suspension of works ordered by the Client – Delay in resuming works – Penalties and Termination**

The Client shall have the power and right to suspend the Activities for its own needs, including any requests from its End Customer, for a maximum period of 70 (seventy) working days, even if not consecutive, unless the suspension is due to force majeure and/or non-compliance or defects attributable to the Contractor. The suspension period shall result in a corresponding postponement of all intermediate deadlines for the works as well as the Completion Date, without the Client being entitled to make any claims for additional costs and/or compensation or of any other kind due to the suspension, which it hereby waives.

If the aforementioned suspension is less than 5 consecutive working days, once it has ended, the Contractor must immediately resume the Activities no later than 24 hours after notification of the end of the suspension.

If the suspension exceeds the aforementioned 5-day period, once the suspension period has ended, the Client shall notify the Contractor, who shall mobilise equipment and personnel and resume the Activities no later than three consecutive days after receiving the aforementioned notification.

In the event that the Contractor does not resume the performance of the Activities within the two aforementioned terms, the Client shall be entitled to apply a penalty (which shall be added to any further penalties provided for in the GTCS and/or in the Order/Contract) equal to 0.5% of the value of the Order/Contract for each day of delay up to a maximum of 12%, without prejudice to greater damages, it being understood that, in the event of a delay exceeding 7 consecutive days, the Customer shall be entitled, in addition to receiving the penalties accrued, to consider the Order/Contract terminated pursuant to Article 1457 of the Italian Civil Code and to obtain compensation for damages.

Without prejudice to the right to invoke termination by law pursuant to Article 1456 of the Italian Civil Code in the cases provided for by the GTCS, the Client shall also have the right, without thereby waiving the right to enforce such termination, to suspend the Activities in the event of non-performance by the Contractor and, in particular, shall have such right both in the event that the Contractor fails to provide the DURC within the terms and, in general, all documentation certifying the regularity of remuneration, contributions, social security and tax charges, and in the event that the Contractor fails to provide the DURC within the terms and, in general, all documentation certifying the regularity of remuneration, contributions, social security and tax charges, and in the event that the Contractor fails to provide the DURC within the terms and, in general, all documentation certifying the regularity of remuneration, contributions, social security and tax charges, and in the event that the Contractor fails to provide the DURC within the terms and, in general, all documentation certifying the regularity of remuneration, contributions, social security and tax charges, and in the event that the Contractor fails to provide the DURC within the terms and, in general, all documentation certifying the regularity of remuneration, contributions, social security and tax charges, and in the event that the Contractor fails to provide the DURC (certificate of social security compliance) within the deadline and, in general, all documentation certifying the regularity of remuneration, contributions, social security and tax obligations, or in the event of non-compliance and/or gaps and/or omissions on the part of the Contractor with regard to strict compliance with all regulations concerning the management of environmental aspects and health and safety at work (including, but not limited to, failure to provide and/or inadequate information to its personnel employed to carry out the work or failure to provide and ensure the regular use of all PPE that is mandatory and/or even merely appropriate for the safe execution of the work).

In this case, after suspending the works, the Client shall invite the Contractor to comply with the above within 15 days of the date of notification, after which, failing this: the contract shall be considered terminated by operation of law pursuant to Article 1456, Article 1454 and, in general and alternatively, Article 1453 of the Italian Civil Code, with all the consequences, including in terms of the Client's right to obtain compensation for damages suffered and to be suffered.

Periods of suspension due to the Contractor's non-compliance ("Suspension due to the Contractor's Actions and Fault") shall not affect the terms of execution and completion of the works, which shall remain unchanged and essential.

#### **19. Prohibition of Subcontracting – Contractor's Liability – Termination – Prohibition of credit transfer and Penalty**

19.1 Unless prior written authorisation has been obtained from the Client, the Contractor is prohibited from subcontracting all or part of the contract. In any case, subcontracts exceeding 20% of the contract value will not be permitted (and are therefore prohibited). The Contractor must submit a specific written request to the Client, providing the company name and address of the subcontractor(s), as well as any other information necessary to obtain the Client's prior written approval. The Contractor must also attach these General Terms and Conditions of Contract to the request, which must also be accepted and signed by the subcontractor(s) (it being understood that the Client shall not enter into any direct relationship with the subcontractor, who shall continue to be contractually bound only to the Contractor), as well as all the documentation (including insurance) already requested from the Contractor under the GTCS and the Order/Contract, which must also be submitted by the Contractor on behalf of the subcontractor(s).

In the absence of the aforementioned documentation, the subcontracting request will not be processed and, therefore, will be considered not proposed/accepted. Subcontracting authorisation, if granted by the Client, does not in any case relieve the Contractor of its responsibilities towards the Client arising from the Contract and its annexes, with the

consequence that the Contractor will always be liable to the Client for any breaches and/or liabilities of its subcontractor. The Contractor shall require the subcontractor(s) and its personnel to strictly comply with all the rules prescribed by the Client for the Contractor's personnel. If, for any reason and at any stage of the work, the Client should detect negligence and/or incompetence on the part of the subcontractor(s) and/or breaches of the obligations set out in the contractual documents, it shall notify the Contractor, who shall warn the subcontractor(s) to fulfil the obligations in question in a timely manner. If, 15 days after such notification, the subcontractor has not correctly fulfilled the Client's requests, the latter shall have the unquestionable right to consider the Order/Contract with the Contractor terminated pursuant to Article 1454 of the Italian Civil Code and, in any case, shall have the right to remove the defaulting subcontractor from the Construction Site and/or prohibit them from accessing it, without the Contractor being able to object and/or make any claims for any reason whatsoever, which it hereby waives. All provisions of the GTCS and the Order/Contract relating to various breaches, termination, penalties, etc. applicable to the Contractor shall remain in force, including for breaches attributable to its subcontractor, for which the Contractor shall be liable to the Client.

19.2 Unless otherwise authorised in writing by the Client, it is strictly prohibited for the Contractor to assign (including through factoring) its receivables arising from orders/contracts concluded with the Client.

In the event of non-compliance with this prohibition, the Contractor shall pay the Client, as a penalty, for each invoice (and related credit) assigned, a lump sum of €650.00 (six hundred and fifty/00) plus VAT, if due, which the Client may offset against any credit owed to the Contractor, including that relating to the invoice(s) assigned.

#### **20. Insurances – Termination – Suspension**

The Contractor undertakes to take out (and this undertaking shall also extend to the subcontractor) compulsory insurance as required by law with a leading insurance company based in Italy, as well as appropriate civil liability insurance policies covering damage to persons or property and RCO, with a maximum coverage of not less than €5,000,000.00 per claim. The Contractor shall also submit an adequate policy, with the same minimum limit indicated above, which insures the Contractor's civil liability in relation to the use, within the Construction Site, of any vehicle (including cars, lorries, nothing excluded) and/or equipment and/or vehicles (including lifting/moving equipment) belonging to the Contractor and/or rented by the Contractor, and which also covers any damage suffered by such equipment/machinery/vehicles (comprehensive insurance policy for vehicles and All Risk insurance for vehicles and equipment, with an insured value equal to that of the asset used and guaranteed). In any case, the Contractor undertakes to fully indemnify the Client against any claims by third parties, without exception (including the insurance company), for damage suffered by said machinery, equipment and vehicles.

All insurance policies (including those of subcontractors) must include a waiver by the insurance company of any recourse against GA (and its legal representatives and staff) and, in general, against the person responsible. The Contractor must provide the Client with a copy of the insurance contracts (including all the aforementioned coverage and guarantees) and the receipt for payment of the relevant annual premium before the start of the work and any subsequent receipts for payment for each subsequent year of the contract term, the latter to be delivered no later than three days after the expiry date of each policy (this also applies to subcontractor policies). Failing this, the Client shall be entitled to terminate this contract pursuant to Article 1456 of the Italian Civil Code and, in any case, shall be entitled to suspend the work and suspend any payment due to the Contractor, due to the latter's actions and fault, with the same rules set out in Articles 17 and 18 applying to such non-performance.

In each individual order, the Client shall be free to indicate a higher maximum limit than that indicated above, with the Contractor being obliged to comply with the request immediately.

#### **21. Final Testing of Activities – Corrective Measures – Non-compliance and consequences**

Once the Contractor has completed all Activities, including the delivery of all documentation specified in the Order/Contract, it shall send written notification of completion of work to the Client.

Upon receipt of this notification, the following two possible procedures will apply, depending on what is specified in the Order/Contract

21.1 If the Order/Contract provides for Final Testing at the end of the work carried out by the Contractor, the Client, together with the End Customer (if different from the Client), shall carry out such testing within 60 days of receiving written notification of completion of the work, unless the deadline is extended for a maximum of 30 additional days, which may be communicated by the Client for its own needs and/or those of the End Customer.

21.2 If the Order/Contract stipulates that the Testing shall be carried out at a later date (on the Final Work), also on the basis of the commitments made by the Client to the End Customer (where applicable), or if the Order/Contract does not specify a deadline for carrying out the Final Testing, in this case, it shall be carried out together with the Final Testing on the Final Work, which shall be carried out by the End Customer together with the Client (or only by the latter where it coincides with the End Customer) and which shall also concern the testing of the Activities carried out by the Contractor. In any case, the deadline for carrying out the Final Testing may not exceed 12 months from the date of written notification of completion of the Contractor's work.

21.3 In both cases, if, following the Final Inspection, the Client finds any defects, flaws (both obvious and hidden), or discrepancies with respect to the Order/Contract and/or the documents attached thereto, including the GA Project, it shall notify the Contractor thereof, assigning it a deadline for remedying the situation, which shall be assessed on the basis of both the corrective work required and the needs of the Client and the End Customer.

Once the Contractor has completed the corrective work, it shall notify the Client in writing, who shall carry out a new Final Test within 20 days of receiving said notification, and so on until the Final Test is passed without any defects and/or faults of any kind being found (including minor defects, which will not be accepted in any case). The Contractor hereby undertakes to do everything possible, using all the resources at its disposal, to eliminate the defects/faults/non-conformities found by the Client to carry out the corrective work in the shortest possible time (and within the deadline set by the

Client).

21.4 In the event that the Contractor delays and/or takes too long to carry out the aforementioned corrective measures, the Client shall have the right to send a written warning to comply within the deadline assigned during the Final Inspection and, in the absence of prompt execution, the Client, both for its own needs and in order not to aggravate the damage to the End Customer (where applicable), shall have the right to carry out the corrective measures itself or through third-party companies, charging all costs to the Contractor and being able to offset them against any credit owed by the Contractor.

21.5 The document certifying that the Final Test has been passed shall be equivalent to approval of the Activities by the Client, except in the presence of hidden defects and/or non-conformities that may be claimed by the Client after said Final Test.

21.6 All the time taken by the Contractor to eliminate the defects/faults found will be considered a delay, also for the purposes of applying penalties and claiming damages.

## 22. Warranty of works – Expenses – Limitation on the admissibility of exceptions

22.1 The warranty on the works shall be that provided for by the provisions of law in force, except for longer periods indicated in the order/contract. The warranty period shall commence on the date of Final Acceptance as provided for in Articles 21.1 and 21.2. The Contractor expressly accepts that the warranty may also commence on the date specified in Article 21.2.

22.2 It is understood that the Contractor shall also guarantee any defects and/or faults in the equipment and machinery used in the Activities, however, and in addition, undertakes to ensure that the manufacturers of said machinery/equipment issue a parent company warranty of the same duration as that provided by the Contractor and with the same effective date pursuant to Articles 21.1 or 21.2.

22.3 The Contractor undertakes to carry out warranty work as quickly as possible, using adequate personnel in terms of both numbers and professionalism.

22.4 When the Work is still on site or in Italy, warranty repairs shall be carried out at the Contractor's sole expense and responsibility expenses and responsibility of the Contractor (who shall also bear all staff travel costs) and shall commence no later than five days (or no later than two days in the case of serious defects that prevent the use, in whole or in part, of the final work by the Client and/or End Customer) and shall be completed as soon as possible.

22.5 When the Final Work is located outside Italy, warranty repairs shall be carried out at the Contractor's sole expense and responsibility, with the exception of the Contractor's personnel travel expenses, which shall be reimbursed once all repairs have been completed, the interventions will be paid by the Client upon presentation of the supporting documents as better clarified below. The interventions under warranty must begin no later than seven consecutive days (or no later than three days in the event of serious defects that prevent the use, in whole or in part, of the Final Work by the End Customer) and must be completed as soon as possible. It is understood that airfare costs will only be reimbursed for economy class, train costs only for second class and accommodation costs only for a maximum of three-star facilities, with meal costs remaining entirely at the Contractor's expense, with the consequence that if the latter chooses higher classes than those provided for, no reimbursement will be due, unless otherwise agreed in writing between the Parties. The Client shall examine the supporting documents received by email and, if it has no comments/objections (to be raised within fifteen days of receipt of all supporting documents), shall approve them in writing and the Contractor may issue the relevant reimbursement invoice. Without the Client's written authorisation, the Contractor shall not be entitled to issue the invoice and the related credit shall be unenforceable.

22.6 The Contractor may not prevent and/or delay the execution of warranty work for any reason, hereby waiving, pursuant to Article 1462 of the Italian Civil Code, the right to raise objections that could delay and/or prevent said work and therefore having to first carry out the work and then assert its reasons vis-à-vis the Client.

22.7 If the Contractor does not take prompt action to carry out the work under warranty, once the deadlines indicated in previous Articles and have passed, the Client shall have the right to carry out and/or have the work carried out by third-party companies, even on an urgent basis, charging the Contractor for all costs and expenses, with the right to offset the related credit against any debt owed by the Client.

## 23. Ownership of projects carried out by the Contractors

When the activities/work/supplies consist wholly or partly in the execution of projects, designs, intellectual property, ownership of the same shall belong to the Client, who may freely use, modify, publish them in any way and form and/or transfer them to third parties, without the Contractor/Supplier being able to object and/or make any claim, all without the need to mention the Contractor's name each time the project/intellectual property is used.

## 24. Force Majeure

24.1 Neither Party shall be liable for any failure to comply with the terms and conditions of the GTCS and/or an individual Order/Contract if such failure is caused by natural disasters, riots, national strikes, fires, or other unforeseeable events beyond the control of the Party affected (hereinafter referred to as "Force Majeure"). In the event of Force Majeure, the Party whose performance is rendered impossible by the occurrence of Force Majeure shall endeavour to adopt solutions that will remedy, or at least limit, the consequences of Force Majeure.

The occurrence and cessation of the cause of Force Majeure must be promptly reported in writing by the Party whose performance is rendered impossible.

It is understood that, in the event that the Force Majeure affecting the Contractor lasts for more than 30 days from its onset, the Client shall have the right and power to terminate the contract early without the Contractor being able to object and/or claim anything, not even for loss of earnings, claims which the Contractor hereby waives, with the Client being obliged to pay only for the activities/work/supplies already performed and delivered and accepted by the latter.

24.2 Force majeure affecting the Contractor (provided that it is an event beyond the Contractor's control that could not reasonably have been taken into account at the time of conclusion of the Contract and could not reasonably have been avoided) constitutes Permissible Delay (to the extent of the actual delay caused).

24.3 Upon the occurrence of a series of events constituting Force Majeure due to a single

cause, all such events shall be considered as a single event. The Contractor undertakes to minimise the effects of such delay as far as reasonably possible. Upon the occurrence of any event that the Contractor intends to rely on as a Force Majeure event which, according to the GTCS, has caused an Allowable Delay, the Contractor shall promptly notify the Client in writing no later than two days after its commencement and shall notify the Client in writing of its end no later than 24 hours thereafter. Only the period of Force Majeure resulting from these two written notifications shall constitute an Allowable Delay and, consequently, the period of time for which the Final Date shall be postponed, with the result that any delay in sending these notifications shall not be considered an Allowable Delay.

24.4 The Final Date shall be extended by one day (working day or otherwise) for each day of Permissible Delay. Without prejudice to the above, the Client shall be obliged to resume work no later than 24 hours after the date of cessation of the Force Majeure event as communicated to the Client and/or ascertained by the latter. In the event of a delay in the resumption of work, this shall be considered as a suspension of the work by the Contractor with all the consequences provided for above.

## 25. Confidentiality

25.1 The Contractor (and/or "Receiving Party") undertakes, worldwide, both for itself and on behalf of its employees, collaborators and subcontractors, also pursuant to Article 1381 of the Civil Code, to maintain the utmost confidentiality and secrecy regarding all information ("Confidential Information") received from the Client for the execution of an Order/Contract. The aforementioned Information, created on any medium, shall be considered Confidential even if not specifically qualified as such, and shall also include that transmitted and/or made available and/or processed during the execution of the activities/works/supplies. Confidential Information also includes any copy, summary or digest made of it, as well as any method, form or sample that contains or reveals, in whole or in part, the Confidential Information. The information is Confidential Information regardless of the medium in which the information or data is found and whether the Information is disclosed orally, visually, in writing or in any other way. Confidential Information includes any information that has been disclosed even before the signing of the GTCS and any Order/Contract. Part of the Confidential Information may also be protected by copyright and is therefore protected by Law 633/1941, as well as representing trade secrets and/or being subject to patents.

25.2 In particular, without this list being exhaustive, the Contractor undertakes, on a worldwide level:

- to access and use the Confidential Information acquired, subject to the Client's authorisation, for the sole purpose of preparing and carrying out the activity/work/supplies;
- to ensure confidentiality and not to disclose or reveal any Confidential Information to unauthorised third parties;
- to provide Confidential Information to third parties only where strictly necessary for the performance of the activity/work/supplies and on condition that the third parties are (I) informed by the Receiving Contractor of the confidential nature of the Information and (II) bound to comply with the obligations set out in this Undertaking;
- not to duplicate, reproduce, summarise, record and/or retain and/or store, in any form or by any means, the Confidential Information, except to the extent strictly necessary and to enable the performance of the activity/work/supplies;
- to keep Confidential Information confidential and manage it with a reasonable level of care and attention to prevent its disclosure. In particular, the Contractor shall take all necessary precautions and security measures to prevent the disclosure of the above-mentioned Information in accordance with best practice, including for purposes other than those identified in this Undertaking, and shall follow any instructions provided by the Client in this regard.
- not to use one or more pieces of Confidential Information for their own personal use;
- not to develop and/or adopt and/or use methods similar to those described in one or more of the Confidential Information items.

25.3 In any case, the obligations and prohibitions arising from Articles 98 and 99 of the Industrial Property Code, Articles 622 and 623 of the Criminal Code, as well as regulations concerning trademarks, patents, copyright, industrial secrets, and unfair competition in force anywhere in the world, shall remain the responsibility of the Receiving Party.

25.4 This Undertaking shall not apply in relation to one or more items of Confidential Information:

- which, at the time of disclosure or subsequently, becomes available to the public without the breach of this Commitment being attributable to the Contractor and provided that the Contractor can prove this circumstance in writing;
- whose use or disclosure has been expressly authorised in writing by the Client or by another company controlled by the latter;
- lawfully obtained by the Contractor from a third party without any obligation of confidentiality towards GA and/or any other company controlled by the latter in relation to that information, provided that the Contractor can prove this circumstance in writing;
- whose disclosure is mandatory due to laws, regulations, judgments or other measures of the competent Authorities. In this case, the Contractor shall be responsible for communicating such circumstances to the Client in advance, in writing, undertaking to cooperate with the Client for the best protection of the Confidential Information.

25.5. The Contractor undertakes to use the Confidential Information in full compliance with the intellectual and industrial property rights of the Client and its subsidiaries, as well as with all applicable regulations. Therefore, the Contractor expressly acknowledges that GA (including through a subsidiary company) is the owner of all rights to the same. This acknowledgement also extends to information that GA (and/or companies controlled by the latter) holds because it has received it from one of its customers.

25.6 Confidential Information, texts, oral presentations, the content of digital media and everything disclosed during the term of this Undertaking are and remain the exclusive property of GA. The Contractor acknowledges and agrees that it does not have, has never had, and does not assume by this Agreement any rights to the above, which is and shall remain the exclusive property of GA (even if held on behalf of a subsidiary and/or its

own customer).

25.7 The Contractor acknowledges that this Undertaking does not constitute a transfer of any rights by GA over the aforementioned Confidential Information and/or any tangible or intangible assets related thereto and does not grant GA any ownership rights over them and, in any case, over anything conceived and created by GA (and/or its subsidiaries) prior to and during the term of this Undertaking, which shall remain the full and exclusive property and at the disposal of GA (and/or its subsidiaries).

25.8 Nothing in this Undertaking shall be construed as granting, conferring or recognising in favour of the Contractor any right to the Confidential Information that existed prior to or may come into existence during the term of this Undertaking.

25.8 The Contractor expressly acknowledges and accepts that the result of the activity/work/supplies may itself constitute Confidential Information of GA (and/or its subsidiaries). Therefore, the Contractor undertakes to comply with all the obligations assumed in this Commitment, including in relation to the result of the aforementioned activity/work/supplies, which shall in any case remain subject to the provisions contained in this Commitment. In particular, unless otherwise specifically agreed in writing between the Parties, the Contractor hereby acknowledges GA (and/or its subsidiaries) as the exclusive owner of any and all industrial and/or intellectual property rights to the result of the activity/work/supplies, without this implying the right to payment of any additional compensation beyond that agreed in each individual Order/Contract.

25.9 No later than thirty (30) days after the termination of negotiations with GA or the dissolution, for any reason, of the individual Order/Contract, or at any time upon request by GA, the Contractor undertakes to return the originals and all copies of the media and/or documents containing Confidential Information used and/or received and/or processed in the course of the activity/work/supplies. Without prejudice to the preliminary obligation to return the documents, the Contractor undertakes to permanently delete and/or destroy any copies of the Confidential Information, on any medium, within the aforementioned period of thirty days. 'Destruction' means taking reasonable measures to destroy all copies, including electronic data, of the Confidential Information. The destruction must be confirmed in writing to GA within the same thirty-day period. The provisions for disposal referred to in the preceding point shall not apply to copies of Confidential Information communicated electronically and made as routine back-ups of information technology or to Confidential Information or copies thereof that must be retained by the Contractor in accordance with mandatory legal provisions, provided that such Confidential Information or copies thereof are subject to the same confidentiality obligations as set forth in this Undertaking and upon written request to GA. In any case, GA shall not permit any further use or access to such copies after the date of the request.

25.10 The fact that the rights recognised by this Commitment are not exercised promptly shall not be construed as a general and tacit waiver of the rights and duties established therein, nor shall it prevent the subsequent enforcement of the prompt and strict observance of the Commitment. In particular, the Commitment shall never be construed as a general and tacit waiver of the rights and duties established therein, nor shall it prevent subsequent demands for strict and timely compliance with the Commitment. In particular, any tolerance by GA of the Contractor's failure to comply with the obligations set out in this Commitment shall not constitute a waiver by GA of its rights at any time.

25.11 In addition to any remedy under applicable law, the Contractor acknowledges that breach of any provision of this Undertaking may cause irreparable harm to GA that monetary damages may not necessarily remedy, and GA may therefore take any appropriate action to prevent such harm.

25.12 This Undertaking shall take effect from the date of signing of the GTCS, but the provisions contained herein shall apply retroactively to any Confidential Information that has been provided prior to or after the date of signing. This Undertaking shall remain valid and effective for a period of not less than ten years from the date of signing of this Undertaking. In the event that the Parties sign an Order/Contract, this Undertaking shall remain valid and effective for at least five years after the completion of the activity/work/supplies and/or the termination of the Order/Contract for any reason, including withdrawal by GA. If one or more elements constituting the Confidential Information become known, the confidentiality obligation shall remain in force with regard to those elements that are not yet known.

## 26. Penalties

All penalties provided for in the GTCS and in the individual Order/Contract are governed as independent and concurrent penalties, meaning that, in the event of various types of non-compliance, the penalties will be added together and the maximum limit provided for each individual type of penalty will not apply to the sum (which will remain valid only for the purposes of calculating the individual type of penalty). It is understood that the sum of the penalties may not in any case exceed 30% of the value of the contract, without prejudice to any greater damage.

## 27. Communications

Where the GTCS stipulate that a communication must be made in writing, it shall be understood that the written form is mandatory under penalty of nullity/ineffectiveness of the content of the communication, with the consequence that any verbal/oral communications shall have no value/effectiveness.

## 28. Miscellaneous

If one or more parts of the GTCS are invalid or ineffective, all other provisions shall remain valid and effective.

Any tolerance on the part of the Client with regard to non-compliance by the Applicator shall in no way imply acquiescence to such non-compliance or a waiver of the right to enforce, even at a later date, all remedies (including termination and suspension) provided for in the GTCS and/or the Order/Contract.

## 29. Clause 231

With reference to Legislative Decree No. 231 of 8 June 2001 (the "Decree"), concerning the administrative liability of companies, as amended and supplemented, Gruppo Antonini S.p.A. declares that it has approved an Organisation, Management and Control Model (hereinafter referred to as the "Model"), a Code of Ethics and a Disciplinary System in accordance with the Decree itself, and therefore requires the contractor to comply with the aforementioned regulations and the provisions set out therein.

The Code of Ethics of Gruppo Antonini s.p.a. defines the set of corporate ethical values that the contractor, after having read it, declares to recognise, accept and share, and

compliance with which allows, among other things, the prevention of the offences provided for in the aforementioned Legislative Decree, which determine administrative and criminal liability.

Pursuant to and for the purposes of Legislative Decree 231/01, the contractor undertakes, in its relations with the company, including on behalf of its employees and anyone working for it (pursuant to and for the purposes of Article 1381 of the Civil Code), to strictly comply with the rules contained in the Code of Ethics, available on the company's website, as well as with the regulatory requirements referred to in Legislative Decree 231/01, which form an integral and substantial part of the terms and conditions of the contract.

Any violation of the principles of the Code of Ethics of Gruppo Antonini S.p.A. or the commission, even in the form of an attempt, of the offences referred to in Legislative Decree No. 231/2001 by the contractor is considered a breach (including a serious breach) of the obligations arising from this contract and will entitle Gruppo Antonini S.p.A. to apply the disciplinary penalties provided for in its Disciplinary System 231 (including suspension of the contract, penalties and, in the most serious cases, termination) to the defaulting party. In any case, the contractor remains liable for any losses, damages and expenses incurred by the Client as a result of violations of this paragraph.

The contractor also declares that they are aware of the duties and functions of the Supervisory Body of Gruppo Antonini S.p.A. and undertakes to cooperate with it during control activities, providing any information requested.

Any communication may be made in writing, addressed to the Supervisory Body of Gruppo Antonini S.p.A. (the confidentiality of any information received by the aforementioned Body will be ensured).

## 30. Privacy Policy

Gruppo Antonini S.p.A. (hereinafter also referred to as "the Company"), a joint-stock company with registered office in Via Enrico Fermi n° 7 - 54026 Groppoli di Mulazzo (MS), tax code and VAT number 00364890459, informs you that your personal data will be processed in compliance with the provisions of the EU Regulation. The processing of personal data relating to legal persons does not fall within the scope of the personal data protection regulations set out in EU Regulation 2016/679. For the sake of clarity and transparency towards its Suppliers, the Company also provides this information to legal entities, describing the methods and purposes of all processing that it carries out or has the power to carry out on the personal data of the data subjects as defined below. The Company acts as the 'Data Controller'; the Data Controller is the person who processes personal data, establishing the purposes and methods of processing such personal data.

In practical terms, the processing of personal data of "data subjects" may be carried out by persons specifically authorised by the Company to perform processing operations. This policy concerns "data subjects", meaning the natural persons to whom the personal data refer, or all those persons who operate in the name and on behalf of the legal entity supplying the Company and whose personal data are processed by the latter.

### 1) Purpose and legal basis of personal data processing

The collection and processing of personal data by the Company is carried out for the sole purpose of adequately fulfilling the obligations related to the performance of economic activities and, in particular, for:

- the performance of pre-contractual activities and the acquisition of preliminary information prior to the conclusion of the contract.
- management of the contractual relationship and all administrative, operational, managerial and accounting activities relating to the contract (order management, invoicing, supplier reliability checks);
- management of disputes, contractual breaches, warnings, settlements, arbitration and legal disputes;
- fulfilment of obligations under laws, regulations, EU regulations and provisions issued by authorities.

The processing is carried out in accordance with the fulfilment of contractual/pre-contractual and legal obligations related to the relationship established with the Company; consequently, the express consent of the data subjects is not required.

### 2) Nature of the provision of personal data

The provision of personal data is mandatory for those personal data for which there is a legal or contractual obligation to provide them; likewise, the provision of personal data necessary for pre-contractual obligations is mandatory. Any refusal to provide such "mandatory" personal data could result in the non-execution of the contract. Any refusal to provide personal data strictly functional to the execution of contractual relationships, but for which there is no obligation to provide, will not, in principle, have any consequences, except for the possible impossibility of following up on operations related to such personal data or the impossibility of establishing new relationships.

### 3) Methods of processing and retention period of personal data

Personal data will be processed lawfully and fairly and in any case in accordance with the aforementioned legislation, using tools that guarantee the security and confidentiality of personal data; personal data will mainly be processed using IT tools for the purpose of storing, managing and transmitting the data.

The processing of personal data will be carried out mainly by company personnel specifically authorised and trained by the Company in the performance of processing operations.

With regard to other parties who may process the personal data of data subjects, please refer to point 4 of this policy.

Personal data will be stored in a form that allows the identification of the data subjects for a period of time not exceeding that necessary for the purposes for which the data are collected and processed.

In particular, in relation to the management of the contractual relationship, personal data will be stored for the periods defined by the relevant legislation and, upon termination of the contractual relationship, for a period of ten years for the storage of civil law data only.

### 4) Recipients of personal data

Regarding the personal data of relevant subjects, the Company may communicate such data in accordance with legal obligations, regulations or EU legislation. Communication, including through simple consultation or provision of the personal data of data subjects, may also take place with the following parties:

- bodies, supervisory bodies, public authorities or institutions;
- natural or legal persons providing specific services, such as data processing, administrative, tax and/or accounting consultants, organisation of trade fairs and

communication events;  
c) commercial intermediaries, banks and credit institutions, legal consulting firms, financial brokerage firms, natural or legal persons responsible for credit recovery, auditing and/or certification of financial statements and quality systems, independent collaborators of the Company, agents and referrers, insurers and brokers, companies providing personnel welfare services.

The subjects referred to in points a) and c) operate as independent Data Controllers. The subjects referred to in point b) operate as specifically appointed Data Processors. In any case, only personal data that is necessary and relevant to the purposes stated in this policy is transferred to the aforementioned subjects. The list of these third parties will be constantly updated and accessible to interested parties upon request to the Company by sending an email to the following address: [privacy@gruppoantonini.it](mailto:privacy@gruppoantonini.it). Where necessary for the performance of contractual relationships, personal data may be transferred to third countries outside the European Union (EU) or the European Economic Area (EEA) on the basis of the existence of adequacy decisions by the European Commission or on the basis of the adoption of model contractual clauses, duly adopted, or specifically authorised binding corporate rules. Personal data will not be disseminated and therefore will not be disclosed to the public or to an indefinite number of subjects.

#### 5) Rights of the data subject pursuant to Articles 15, 16, 17, 18, 20 and 21 of the EU Regulation

Each data subject may exercise their rights of access to personal data pursuant to Article 15 of the EU Regulation and the rights provided for in Articles 16, 17, 18, 20 and 21 of the same Regulation regarding the rectification, erasure, restriction of processing, portability of personal data, where applicable, and opposition to the processing of personal data. These rights may be exercised by writing to the following address: [privacy@gruppoantonini.it](mailto:privacy@gruppoantonini.it). If the Company does not respond to the request from each data subject within the time limits set out in the legislation or if the response to the exercise of rights is not satisfactory, the data subject may lodge a complaint with the Data Protection Authority. The contact details are as follows:  
Personal Data Protection Authority  
Piazza Venezia, 11 - 00187 Rome, Italy  
Fax: (+39) 06.69677.3785  
Tel.: (+39) 06.69677.1  
E-mail: [garante@gdpd.it](mailto:garante@gdpd.it)

#### 31. Withdrawal by the Client

The Client shall have the right to withdraw *ad nutum* at any time from any Order/Contract, by giving notice of withdrawal by registered letter with return receipt and/or certified email with 10 days' notice from the effective date of withdrawal. In the event of withdrawal by the Client, the Contractor shall immediately deliver to the Client the results of all Activities performed and shall be entitled exclusively to payment for the Activities performed in whole or in part on the date of withdrawal and accepted by the Client, the latter being a condition for the enforceability of the related credit. The Contractor shall not be entitled to, and hereby waives any right to, any further amount including loss of earnings and any other compensation connected with and/or arising from said withdrawal. Where the withdrawal is exercised for just cause, due to the Contractor's breach, the Client shall be entitled to compensation for damages suffered in addition to the payment of all amounts for penalties accrued up to the effective date of the withdrawal.

#### 32. Applicable Law and Exclusive Jurisdiction

These GTCS and any future order between the Client and the Contractor/Supplier, even in derogation of any applicable international convention, shall be governed exclusively by Italian law. Any dispute arising between the Parties regarding the interpretation and/or execution of the GTCS and any future Order/Contract shall be referred to the exclusive jurisdiction of the Court of La Spezia, Italy.

Annexes (forming an integral and substantial part of the GTCS)

- 1) documents to be submitted for verification of suitability in terms of health and safety
- 2) supplementary measures and procedures regarding health and safety
- 3) application of the specific procedures drawn up by GA.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Contractor declares that it has fully understood and accepted all the terms and conditions of this contract/order and specifically approves the following articles: Art. 2 (Validity of these GTCS for all future Orders/Contracts – Framework Agreement); Article 3 (Effectiveness and Validity of the Order/Contract), Art. 5 (Performance of Activities - Contractor's Commitments and Guarantees); Art. 6 (Contractor's Works Manager/Supervisor – Absence – Suspension of Activities – Express Termination Clause);

Art. 7 (Contractor's responsibilities and obligations – Breaches – Penalties); Art. 9 (Health and safety in the workplace and Environmental aspects during the execution of Activities on the Client's Construction Site – Express Termination Clause – Penalties); Art. 10 (Other Contractor Obligations – Indemnity); Art. 11 (Means and Assets owned by the Client – Exclusive liability of the Contractor and Indemnity in favour of the Client); Art. 13 (Performance of Activities – Duration and Essential Terms – Personnel Integration – Formal notice to perform and Termination); Art. 14 (Amount of Activities – Immutability); Art. 15 (Changes and/or extras to the Activities – *ius variandi* – Written form), Art. 16 (Delays and Penalties – Prohibition of suspension by the Contractor – Termination); Art. 17 (SAL, Invoicing and Payments – Suspension – Contractual Interest); Art. 18 (Suspension of Activities ordered by the Client – Delay in resuming work – Penalties and Termination); Art. 19 (prohibition of subcontracting – liability of the Contractor – Termination – Prohibition of credit transfer and Penalty); Art. 20 (Insurance – Termination – Suspension); Art. 21 (Final Testing of the Activities, Corrective measures, Non-compliance and consequences), Art. 22 (Warranty of the works – Expenses – Limitation on the admissibility of exceptions); Art. 24 (Force Majeure); Art. 25 Confidentiality); Art. 26 (Penalties); Art. 29 (Clause 231); Art. 31 (Withdrawal); Art. 32 (Applicable Law and Exclusive Jurisdiction).

#### 33. Prevailing Language

In the event of discrepancies, inconsistencies or differences in interpretation between the Italian and English versions of these General Terms and Conditions of Contract/Supply, the Italian version shall prevail.