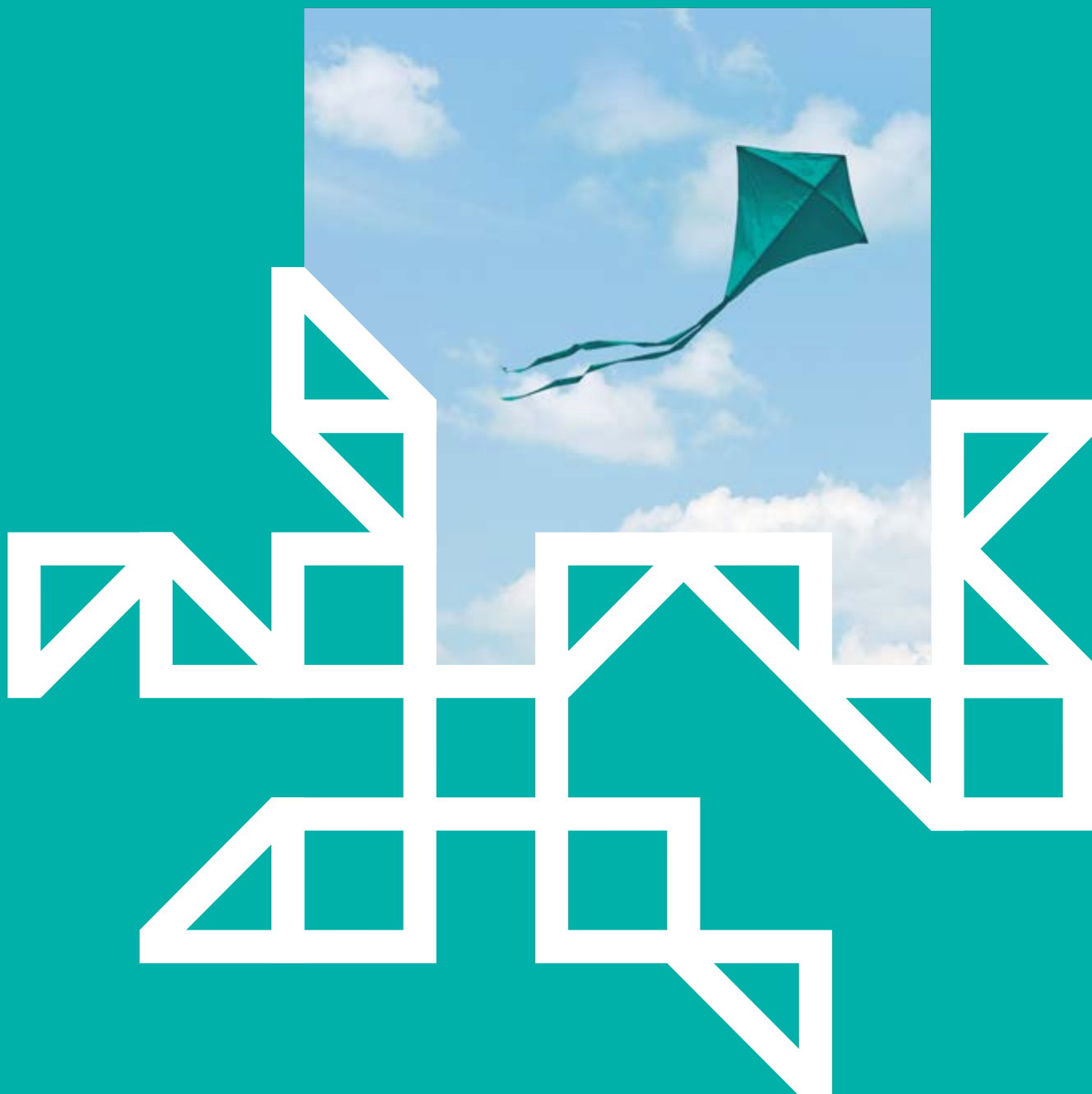




## **General contract conditions**

Works and services establishments and Headquarters



January 2024



**Index**

<b>1. General Rules</b>	<b>3</b>
1.1 Scope of application	3
1.2 Definitions	3
1.3 Priority of Documents	3
1.4 Interrelation with companies	3
1.5 Temporary Business Associations	4
1.6 Subcontracting	4
1.7 Insurance	4
1.8 Commitment to secrecy	5
1.9 Rights of third parties	5
1.10 Discovery of artefacts of historical, artistic, archaeological interest	5
1.11 Communications	5
1.12 Declarations and competences	5
1.13 Survey	5
<b>2. Work</b>	<b>5</b>
2.1 Site Area	5
2.2 Site Manager	6
2.3 Works Assistant	6
2.4 Project or Technical Specification	6
2.5 Variation of the Project or Technical Specification	6
2.6 Start of Work	6
2.7 Suspension of Works	6
2.8 Completion of Works	6
2.9 Testing	6
2.10 Guarantees	7
2.11 Penalties for delayed execution	7
2.12 Delivery, transfer of ownership and risks	7
2.13 Client's Materials	7
2.14 Contractor's Materials	7
2.15 REACH Regulation	7
<b>3. Personnel, safety, labour and environmental protection</b>	<b>7</b>
3.1 Personnel	7
3.2 Compliance with current employment regulations and documentation to be produced by the Contractor	7
<b>3.3 Health, Safety and Environment</b>	<b>8</b>
3.4 Working permits	10
<b>4. Prices, accounting, invoicing and terms of payment</b>	<b>10</b>
4.1 The Price	10
4.2 New Prices	10
4.3 Settlement, Invoicing and Payment Terms	10
4.4 Insurance and bank guarantees	10
4.5 Credit assignment	10
4.6 Audit of Accounts	11
4.7 Taxes and Fees	11
<b>5. Insolvency proceedings</b>	<b>11</b>
<b>6. Assignment of the contract by the contractor</b>	<b>11</b>
<b>7. Express termination clause</b>	<b>11</b>
<b>8. Withdrawal</b>	<b>11</b>
<b>9. Force majeure</b>	<b>11</b>
<b>10. Obligations of the Contractor after termination of the Contract</b>	<b>11</b>
<b>11. Governing Law and Jurisdiction</b>	<b>12</b>
<b>12. Administrative Liability</b>	<b>12</b>
<b>13. Information and data protection</b>	<b>12</b>
13.1 Protection of information	12
13.2 Personal data protection	12
<b>14. Sustainable Development</b>	<b>12</b>



## 1. General Rules

### 1.1 Scope of application

These General Contract Conditions (hereinafter: the Conditions) apply to all contracts, whether framework contracts, agreements or specific contracts entered into by Itelyum Regeneration S.p.A. for the performance of works and/or services (hereinafter referred to as the Works), unless specifically amended, supplemented or waived in writing by the Parties by means of special, supplementary or general conditions or by specific contractual agreements. The Conditions shall prevail over all general terms and conditions of the Contractor's works or supplies, as well as over any clause and/or provision stated in the invoice and any other document issued by the Contractor. The Conditions shall apply unless mandatory provisions of law provide otherwise. Any possible conflict between the Contract and the documents accompanying the Contract shall be resolved by the application of the criterion of prevalence of the contractual provision of a more special nature over that of a more general nature, according to the order of priority under item 1.3.

### 1.2 Definitions

#### Contractor

The contractor executing the Works shall, under its sole responsibility, comply with the provisions of the law, as well as observe all regulations, standards and prescriptions of the competent Authorities concerning work in general, the acceptance of works and building materials, labour contracts, safety and hygiene at work, environmental pollution and anything else that may in any case affect the Contract also in connection with the execution of activities on or near operating plants.

#### Ascertainment contract

A contract whose consideration is directly commensurate with the time of employment of means and resources for the execution of the Works.

#### Lump sum contract

Contract for which the consideration consists of a sum referring to the work or service as a whole.

#### Measured Contracting

Contract whose consideration consists in the fixing of a price for each measurable element of the Works.

#### Work Area

This means the area where the Works are to be carried out.

#### Site Area

Area on which the Contractor prepares means, works and personnel for the execution of the Works, also by means of the arrangement of fixed or movable structures where means, works and personnel are to be housed. The Site Area does not necessarily and completely coincide with, or include, the Works Area. The Site Area shall be made available to the Contractor by the Client free of charge.

#### Works Assistant

A person delegated by the Client to whom the task of technical/administrative control of the Contractor in charge of the execution of the Works is assigned. The Works Assistant for each work assigned shall also perform the activity of coordination between the Contractor's personnel and the Client's personnel potentially involved, on the basis of the provisions of the DUVRI and/or the Work Permit. Within the framework of the company organisation, it is configured as the Person in Charge pursuant to Legislative Decree 81/08, as amended and supplemented.

#### General or Special Specifications or Special or Supplementary Conditions

Rules referring to the execution of works and services necessary to take into account the specificities of the different sites of the Client and the specificities of the activity covered by the Contract.

#### Site Manager

A person of adequate technical-managerial capacity delegated by the Contractor to manage the Site. This person must be present in the Works Area for the entire duration of the Works.

#### Testing

Activity of the Client, duly formalised in contradictory discussion with the Contractor, whereby it is acknowledged that the work or service has been carried out in a workmanlike manner and/or according to the prescriptions of the Contract, the Supplementary Conditions or Tender Specifications.

#### Client

Itelyum Regeneration S.p.A.

#### Contract

Document or set of documents in both paper and electronic form (including, by way of example but not limited to, the Purchase Order, Special Specifications/Supplementary Conditions, Project/Technical Specifications, these Conditions) that creates the agreement between the Client and the Contractor for the execution of the Works. The Contract shall be subject in all respects to Italian laws and regulations.

#### Risk Assessment Document (DVR)

Document required by Article 17 of Legislative Decree 81/08 as amended.

#### D.U.V.R.I.

Single Document for the Evaluation of Interference Risks, as provided for by Article

26 of Legislative Decree 81/08 and subsequent amendments and supplements, indicating the measures adopted to eliminate or, where this is not possible, minimise the risks arising from interference.

#### Contract Manager

Unit or Function of the Client whose main competences are: the management of relations with the Contractor, the verification of compliance with the schedules and times scheduled in the Contract, the technical-operational control of the services (also making use of the other company units in charge) and their subsequent technical acceptance. The Contract Manager reports to the Works Assistants.

#### Works

The term "Works" shall mean the set of activities that the Contractor is obliged to perform under the Contract and that are to be carried out in the manner and within the time stipulated.

#### Part(s)

The Client and the Contractor, each, the Party and jointly also the Parties.

#### Work Permit

Document indicating, prior to the execution of the Works, the specific risks of the areas involved and the activities considered and the relative prevention and protection measures to be adopted related to the risks inherent in the working methods and the conditions that must be fulfilled in order for the Works to be started and completed.

The Work Permit may descend from and be an integral part of a D.U.V.R.I. or, in cases where the latter is not provided for, it may take its place.

#### Project or Technical Specification

Determination of the work or service carried out by the Client by means of a graphical description or drawn up by the Contractor by means of a completed technical form or by a duly authorised professional, if provided for by law.

#### Client Representative

A person duly authorised by the Client to represent it, whom the Contractor may consult at any reasonable time and whose instructions, requests and decisions shall be binding on the Contractor in respect of any matter relating to the Contract, and therefore this figure, unless expressly specified by the Client in the case of multiple signing of the Contract, shall coincide with the subscriber to the Contract.

#### Contractor's Representative

A person duly authorised by the Contractor to represent the Contractor whom the Client may consult at any reasonable time and whose instructions, requests and decisions shall be binding on the Contractor in respect of any matter relating to the Contract, and therefore such person, unless otherwise indicated, shall be the subscriber to the Contract.

#### Sub-Contractor

Natural or legal person engaged by the Contractor to carry out all or part of the Works, subject to the Client's written approval.

#### Third parties

Any natural or legal person other than the Parties.

### 1.3 Priority of Documents

The contractual documents are supplementary to each other and must be interpreted systematically.

In the event that a document presents lexical ambiguities and/or gaps, clarifications and additions will be made using the other documents in the following order of precedence:

1. Contract or Order;
2. Special Specifications or Special or Supplementary Conditions;
3. General Contract Conditions

The hierarchical criterion will be used, following an equal order of precedence, even in the case of conflict between documents or between individual clauses thereof.

### 1.4 Interrelation with companies

The interrelation between companies, the management of their coordination and the time planning of concurrent activities are regulated through the drafting of the D.U.V.R.I. and Work Permits, as described below.

Difficulties of any nature whatsoever, to be borne by the Contractor, arising from the simultaneous execution of other activities, shall be deemed to be included in the burdens assumed and may not be invoked either to fulfil obligations arising from these General Conditions or from other contractual documents, or to justify delays or non-execution of the works, or to request shifts in the contractual deadlines for the completion of the works.

The Contractor shall be obliged to solve any interference problems with third parties only through the Client, in the person of the Client's Representative or the Contract Manager.

The Contractor's responsibility for the hygiene, safety, prevention and protection of workers employed by the Contractor or in any case employed and/or used by the Contractor in the Works Area and Site Area shall remain unaffected.



### 1.5 Temporary Business Associations

Without prejudice to the provisions of the applicable legislation in force, the relationship between the Client and any Temporary Association of Companies (ATI) is also governed by the following provisions.

#### a) Responsibility

The responsibility of each of the member companies of the Temporary Association of Companies is limited to that arising from the performance of their respective activities, without prejudice to the joint and several liability of the agent company.

Therefore, in the event of non-fulfilment of any kind on the part of a principal company, the agent company (or lead company) is obliged to immediately take over the execution of the works, without this causing problems of any kind for the Client, such as, for example, delays in the completion of the Works, requests for higher charges, etc.

#### b) ATI structure

Under no circumstances may the composition and structure of the temporary association of companies be changed without the prior approval of the Client.

In the event of the bankruptcy of a principal company, the agent company (unless it indicates, with the Client's approval, another successor company that meets the necessary requirements) is obliged to carry out directly or by means of other principal companies all the Works for which the bankrupt company is responsible. In the event of bankruptcy or serious default of the agent company, the Client reserves one of the following rights:

- continue the contractual relationship relating to the execution of the Works in question with the principal company (or companies) on the basis of a new contract, subject to the cancellation of the Contract and subject to the establishment, if necessary, of a new Temporary Association of Companies;
- resolve the Contract, in the manner and on the terms set out in these conditions

#### c) Bank guarantees

All bank guarantees, if any, must be issued for the full amount exclusively by the agent company.

#### d) Invoicing

Each member company of the Temporary Association of Companies shall issue an invoice for the part of the work it has carried out; the agent company shall send the invoices of all the companies of the Temporary Association of Companies together with the documentation to be enclosed to the Administrative Unit/Function of the Client in a single letter.

It should be noted that in the event of any discrepancies and/or differences between what is contained in the articles of association and/or by-laws of the Temporary Association of Companies and what is set out in the Contract, the Contract shall always prevail.

### 1.6 Subcontracting

The Contractor is forbidden to subcontract, in whole or in part, and in any form whatsoever, the execution of the Works without the Client's prior written approval. The Contractor shall also be obliged to obtain new authorisation if the subject matter of the subcontract is changed or the amount of the subcontract is increased and/or other elements are changed.

Any request must be adequately motivated, must contain all useful and necessary information in order to allow the Client to make the appropriate evaluations and must be received sufficiently in advance of the starting date of the Works (at least seven working days). All subcontracting applications must be drawn up on the basis of the forms provided by the Client.

If the Client, during execution of the subcontracted activities, ascertains that one or more of the conditions contemplated by the applicable legislation and/or the Tender Contract do not exist or are no longer met with respect to a Subcontractor, it may proceed, as the case may be, to cancel or revoke the authorisation or suspend the relative activities until the cause for suspension ceases. In the latter case, the Client shall warn the Contractor to put an end to the irregularities detected within a term of three days from receipt of the warning, under penalty of revocation of the subcontract authorisation. The Contractor must replace the Subcontractor in respect of whom the existence of reasons for exclusion under the laws in force has been ascertained. Following the cancellation or revocation of the authorisation to subcontract, the Contractor shall be obliged to immediately terminate the subcontracting agreement itself with direct assumption of the relative activities, without any additional charge for the Client and without prejudice to compensation for any damage suffered by the Client. In the contracts with the Subcontractors, all the prescriptions contained in the Contract, relating to the activities that are the subject of the subcontract itself, must be included. The performance of subcontracted services may not be subject to further subcontracting. Any entrusting to third parties of the execution of part of the services covered by the Contract shall neither exclude nor limit the obligations and burdens contractually assumed by the Contractor, who shall remain solely responsible for the workmanlike execution of the Contract, as well as for any compensation to third parties damaged during such

execution. The Contractor must inform the Client's unit that manages the Contract, for all sub-contracts stipulated for the execution of the Contract, of the name of the subcontractor, the amount of the Contract and the Activities entrusted.

The application for subcontracts must be supported by a third-party liability insurance policy that covers, with the same terms and conditions and maximum sums as under art. "1.7 Insurance" below, also the case of damage caused by subcontractors and their employees. The Contractor is directly and exclusively responsible towards the Client for the work of subcontractors and sub-suppliers and their employees and must hold the Client harmless from any of their claims and demands. It is agreed that the Contractor undertakes to the Client to insert the following clause in the subcontract agreement with the subcontractor: *"The subcontractor has no direct action against the Client [Itelyum Regeneration S.p.A.] to obtain payment of the amounts agreed with us, with a commitment to indemnify us in this regard"*.

At the Client's request, the Contractor must prove with appropriate documentation that it has paid for the subcontracted portion of the work.

### 1.7 Insurance

The Contractor, in order to cover the activities that are the subject of the Contract or in any case related to them, must be in possession of the insurance covers, in addition to those established by Law, stipulated with primary Insurance Companies, listed below, unless otherwise agreed, which must be exhibited at the Client's request:

- 1) Third Party Liability (RCT) for damage caused to persons and/or property of Third Parties, including the Client, its employees, consultants and/or other auxiliaries, as well as any Subcontractors and/or subcontractors/sub-suppliers and other auxiliaries of the Contractor including their employees, with a single limit per claim of not less than the threshold indicated in the Contract or in the Special Conditions. In particular, the policy must include:
  - the liability of subcontractors, sub-subcontractors, employees, consultants and in any case all those who take part in works on behalf of or under contract to the insured;
  - damages from interruption or suspension of activities of third parties;
  - damage to property within the scope of execution of the works
  - damage to property of others resulting from fire to property of the insured or owned or possessed by him;
- 2) Third Party Liability and Liability towards Employees (RCT/RCO) with a ceiling established, also per person, in the Contract or in the Special Conditions;
- 3) All Risks of the CAR (contractor all risks) or EAR (erection all risks) type for damage to the work. In this policy, the designation Insured shall apply not only to the Contractor, but also to the Client, Subcontractors, Suppliers, Sub-suppliers, Designers, Works Management, Safety Managers, Inspectors and all participants in the works.

The All Risks policy shall remain in force throughout the duration of the works until the end of all final acceptance/provisional acceptance operations; in the event of a commissioning period, the policy shall remain in force until the end of this period.

- 4) Professional Civil Liability to cover all damages, including financial losses, arising from errors or omissions resulting from the project as well as from the performance of the activities that are the object of the assignment; the policy shall also cover damages resulting from the non-conformity of the work with its intended use. The policy must operate at first risk. Similar coverage must also be held by all the professionals and/or external collaborators used by the Designer for the execution of this assignment.

All insurance covers must contain an explicit clause waiving the Insurer's right of subrogation against the Client, his employees or appointees, except in the case of fraud.

The policies must be valid for the entire duration of the contract, with the guarantees and maximum sums required remaining operative. The punctual payment of the premiums is the Contractor's obligation, and failure to pay the same may in no case be invoked against the Client. Any deductibles, uncovered amounts and limitations of cover or inefficiencies of the policies shall be borne entirely by the Contractor. The insurance obligations and fulfilments contemplated in this article do not in any way limit the responsibilities of the Contractor, which remains the sole subject responsible for execution of the Contract in a workmanlike manner and, in any case, in compliance with all legal, regulatory, administrative and/or contractual provisions.

The Client has the right at any time to request the presentation of the required policies and the Contractor must promptly send a complete copy of them, also certifying that the relevant premiums have been paid. The Client assumes no responsibility for the correctness of the insurance documents supplied by the Contractor. It is understood that the Contractor must insure itself against theft and all other damage that may be caused to the material deposited on the Client's property.

It is also understood that the existence, validity and efficacy of the insurance



policies referred to in this article is an essential condition for the Client and, therefore, if the Contractor is unable to prove insurance cover at any time, the Client may terminate the Contract, without prejudice to its obligation to pay compensation for any greater damage suffered.

### 1.8 Commitment to secrecy

The Contractor undertakes to use only for the purposes contemplated in the Contract and not to disclose to third parties the data and information belonging to the Client that are exchanged or acquired before the conclusion of the Contract and during the execution of the Works, and in any case to ensure that the obligations contemplated in this article are also observed by the persons working in the Contractor's employment or on the Contractor's behalf.

This undertaking shall remain in force, even after termination of the contract for any reason whatsoever, for a period of 10 years after termination.

The Contractor shall be held liable in all respects for the above.

### 1.9 Rights of third parties

The Contractor warrants that the drawings and documents drawn up in connection with the Contract, even if not annexed thereto, the materials, machinery, plant used and supplied by it and the working methods used for the execution of the Works do not infringe any industrial or intellectual property rights.

The Contractor shall be fully responsible for everything necessary for the performance of the services under the Contract and, in any case, for everything indicated as its responsibility in the Contract. The Contractor remains the sole party responsible for the execution of the Contract in a workmanlike manner and, in any case, for full compliance with all applicable provisions of law, regulations, administrative and/or contractual provisions, including those concerning labour law.

For this reason, the Client expressly reserves the right to carry out inspections at the Contractor's premises, including those contemplated by other provisions of the Contract, also to verify the latter's punctual observance of the above regulations, including those aimed at preventing illegal intermediation and exploitation of labour pursuant to Art. 603-bis of the Criminal Code. The foregoing shall also apply if the Contractor makes use of auxiliaries. Auxiliaries shall also be understood as all:

- a) employees and/or collaborators, however contracted and/or appointed by the Contractor;
- b) Subcontractors and/or Sub-subcontractors, however contracted and/or commissioned by the Contractor;
- c) employees and/or collaborators, however contracted and/or appointed by the persons referred to in the preceding letter, hereinafter referred to as 'Auxiliaries'.

The Contractor shall remain the sole party liable for the fulfilment of wage, contribution and/or social security obligations towards all its Auxiliaries. If one or more Auxiliaries make claims against the Client, the Contractor shall indemnify the Client in full against all such claims. For this purpose, the Contractor hereby gives full and complete indemnity in this regard. In particular, the Contractor shall hold the Client fully harmless and indemnified against any damage, action, claim and/or request for indemnity, whether judicial or extra-judicial, that the Client may suffer and/or receive from third parties (including Auxiliaries) due to the Contractor's activity.

Such indemnity shall also extend to the Contractor's failure to pay, or partial payment of, any remuneration (including severance pay) and/or tax withholding and compensation in contracts and sub-contracts and/or social security, insurance and any other type of contribution that may be due to the Auxiliaries or due to the competent social security or insurance bodies, in relation to the services rendered by the Auxiliaries under the contract commissioned by the Client, as well as to the Contractor's failure to pay, or partial payment of, as well as in the case of the Contractor's failure to comply with its obligations concerning personnel health and safety.

The Contractor thus also legitimises the Client, in the case of judicial and/or extra-judicial claims made for the above services by the Auxiliaries and/or Bodies, to retain any amount still due for any reason whatsoever from the Client to the Contractor, including the amount of the guarantee, if envisaged in the Contract, and this until complete judicial settlement, with force of res judicata, of the validity of the claims made by the Auxiliaries and/or the said Bodies, or until settlement of the dispute between the Client and the claimant.

The Contractor also undertakes to fully indemnify the Client against any legal expenses sustained by the latter for the defence of the Contractor in legal proceedings initiated also against the Contractor's auxiliaries; to this end, the Contractor hereby authorises the Client to withhold any amount still due for any reason whatsoever from the Client to the Contractor, including the amount of the guarantee, if contemplated in the Contract, to cover the said legal expenses.

The Contractor also undertakes to indemnify the Client against any damage that the latter may be obliged to pay to the Contractor's auxiliaries, in application of the provision as per paragraph 4 of Art. 26 of Lgs. Decree 81/2008 and subsequent modifications and supplements, hereby authorising the Client to withhold any amount

still due for any reason whatsoever from the Client, including the amount of the guarantee if contemplated in the Contract. If the Contractor is made up of two or more united parties, each of them shall be jointly and severally obliged with regard to the obligations provided for in the Contract and to the fulfilment of the Contract, including this clause, in compliance with applicable legislation. The Contractor is also obliged to prevent situations that may give rise to conflicts of interest and, in any case, to notify the Client immediately if such a situation should arise.

### 1.10 Discovery of artefacts of historical, artistic, archaeological interest

The Contractor must immediately inform the Client of the discovery of items of historical, artistic or archaeological interest and must provide for their safekeeping and protection, suspending the work if necessary.

In the event of suspension of the Works, the Contractor shall be entitled to an extension of the time limit for the completion of the Works commensurate with the duration of the suspension.

### 1.11 Communications

Communications relating to the Contract shall be sent in writing. If either party changes its address or contact details, it shall inform the other party in writing well in advance.

### 1.12 Declarations and competences

All the works envisaged in the contract will be entrusted to the Contractor's organisation, which must provide for them by using all the necessary equipment and means, its own personnel and its own Works Management.

The Contractor declares:

- that it has an efficient organisation and possesses the technical/entrepreneurial suitability requirements for carrying out the contractual work;
- that in offering its services to the Client it will give ample guarantee that its performance of similar work with others will not prevent it from performing work for the Client that is in every respect accurate and perfect;
- to provide, at its own care and expense, all transport of materials and equipment belonging to it.

### 1.13 Survey

The Contractor declares that it has carried out all necessary inspections in order to become aware of the difficulties and scope of the works. It has also made the necessary contacts with the Client's appropriate organisational departments in order to obtain all necessary clarifications. Furthermore, it explicitly declares that it is fully aware of the documents annexed to the Contract, the laws and regulations in conformity with which the service is to be performed, the conditions and nature of the Work Area, the quality and nature of the work, the means and ways of access to the Work Site and Logistics Work Area, and more generally, to have gathered all information on risks, also for the purposes of quantifying safety costs and drafting the Operational Safety Plan and/or the site-specific DVR (essential for the purposes of drafting the DUVRI), and anything else that may interfere with the obligations and responsibilities assumed for contractual fulfilment.

The Contractor may therefore not claim any additional remuneration for the contractual work.

## 2. Work

### 2.1 Site Area

The Contractor, when requested, must set up the Worksite in the area indicated and made available by the Client and must prepare it with means of work and equipment suitable for the nature of the Works, in compliance with the laws and procedures of the Client in force at the place where the Works are carried out.

The Contractor will ensure that the provisional connections for the utilities required at the building site (e.g. electrical, water, compressed air and steam services), from the supply points provided by the Client to the points of use, as well as the office, storage and service huts, are made in accordance with the Client's technical specifications and in compliance with the applicable legal regulations.

Any application for licences, authorisations or building permits relating to the Worksite must be requested and agreed upon with the Client and shall in any case be the Contractor's responsibility.

The Contractor is obliged to check the state of suitability of scaffolds, gangways, elevators and structures owned by the Client or third parties and used by the Contractor for the execution of the Works. The acceptance and use of such structures, if free from obvious defects, releases the Client from any liability in this respect.

All the Contractor's equipment must comply with the laws and regulations in force. At the Client's request, the documents certifying such conformity and the planned checks/maintenance must also be produced. Since the scope of the works is varied and extends to all the Client's assets, the Contractor must have full availability at its own worksite of personal protective equipment (PPE) and suitable clothing for all the types of works contemplated in the contract, such as, by way of example



but not limited to: masks, self-contained breathing apparatus, visors, insulating gloves and shoes, any special overalls, etc.. In particular, the Contractor must provide its employees with suitable work uniforms for the performance of the planned activity. This uniform must be marked with its own company logo (or header) and possibly in a different colour from that used by the Client's personnel. The Contractor must also oversee the maintenance of cleanliness and integrity of the PPE and work clothing and provide its own employees working at the Factory with suitable spare garments. It must also have suitable operating equipment in order to be able to carry out the work in complete safety.

If mobile scaffolding is used, the Contractor must ensure that it is used in compliance with current standards.

The Contractor is responsible for the correct "housekeeping" of the area assigned to it, guaranteeing the good order of the relevant equipment and warehouses. The Contractor is responsible for the management of waste typical and specific to its activity, i.e. not deriving from materials, assets and equipment belonging to the Client; waste management must be implemented in full compliance with the relevant laws in force, in terms of both registration and storage limits.

The Contractor is responsible for the care of its own worksite. No liability can be ascribed to the Client for theft and/or loss of materials or equipment belonging to the Contractor or its subcontractors. The Contractor remains liable for missing or deteriorated items of the Client's property. The Client does not guarantee any guarding and/or custodian service both inside and outside the Works Area and the Jobsite Area.

## 2.2 Site Manager

Prior to the commencement of the Works, the Contractor must appoint a Site Manager and inform the Client of his name in writing.

The Contractor shall grant such person the powers necessary for the execution of the Works in accordance with the Contract.

The Contractor shall always be responsible for the actions of its Site Manager. The Site Manager must always be present at the Worksite, whatever the nature of the Works, must respond at any time to the Client's requests and cannot be replaced after the Works have started without its prior agreement. The Site Manager shall be considered, in relation to the Contractor's other workers, as the Person in Charge pursuant to Lgs. Decree 81/08 as amended and supplemented. Before starting work, the Contractor must appoint one or more Deputy Site Managers from among its own personnel present in the Works Area. This figure may replace the Site Manager in the event of the latter's absence.

## 2.3 Works Assistant

The Client controls the execution of the Works through the Works Assistant in accordance with the procedures in force in the Working Areas. In particular, the Works Assistant shall directly

- check and certify the quantity and quality of the materials and resources employed, the progress of the Works, the conformity of the Works with the Project/ Technical Specification as defined in Clause 2.4 below and their punctual execution;
- report defects, non-conformity of the Works and other possible failures;
- monitor the conformity of the Works and coordinate their execution in compliance with the provisions of the DUVRI and/or the Work Permit;
- take delivery of the Works, complete the supporting documents and carry out the necessary checks of the accounts executed by the Contractor as provided for in Clause 4.3 below.

The Works Assistant, although not having any direct or indirect hierarchical power over the Contractor's employees and/or collaborators, shall be entitled to carry out the usual checks and inspections on the methods of execution of the Works and on the materials supplied by the Contractor, and for such tasks the same shall have access at any time to the Site Area as well as to the Works Area. Without prejudice to the provisions of items 2.7 and 3.1 below, the Works Assistant shall have the right to suspend the Works in the event of immediate or imminent danger for the health and safety of workers or for the environment: in this case, besides promptly reporting the occurrence to the Site Manager, he shall inform the Contract Manager and, through the latter, the Contractor's Representative, who shall take the appropriate corrective measures with respect to the personnel and/or equipment or operating methods that are the cause of the suspension.

The activity of the Works Assistant as described above shall not relieve the Contractor from the sole responsibility for the contracted Works and shall not prejudice the rights of the Client in the testing and final acceptance of the Works.

The Client, depending on its own organisation, may have more than one Works Assistant in its production plants and areas who report to the Contract Manager.

The figure of the Work Assistant may change during the execution of the activity foreseen in the Contract, such change being formalised in the specific Work Permit.

## 2.4 Project or Technical Specification

If the work involves the drawing up of plans or Technical Specifications and these are drawn up by the Client, the Contractor must check them and notify the Client in writing of any reservations it may have before the start of the Works.

Failing this, the Project or Technical Specification shall be deemed accepted. If the Contract provides for the Project or Technical Specifications to be drawn up at the Contractor's expense, they must be approved by the Client. Such approval shall not relieve the Contractor from its responsibilities under the Contract and the law.

The Contractor shall be obliged to keep all drawings relating to the Project and the Technical Specifications and to deliver them to the Client, in their updated and final version, at the end of the Works and in any case whenever requested to do so.

All technical documents delivered by the Client to the Contractor and prepared by the latter for the execution of the Works shall be the property of the Client and must be handed over to the Contractor with updates upon termination of the Contract, whatever the cause.

After termination of the Contract, the Contractor may not use such designs directly and/or indirectly. When the design is protected by copyright law, it may be used only within the limits provided for in the Contract.

## 2.5 Variation of the Project or Technical Specification

The Contractor may not make any changes to the Project or to the Technical Specifications and in general to the determination of the Works under the Contract, nor to the methods of execution thereof, without the Client's written agreement. Consent, unless otherwise agreed, shall not entitle the Contractor to any price changes and shall constitute a formal and substantial amendment of the Contract.

Variations that consist in the mere completion of the Works do not fall under the provisions of the previous paragraph. The Client can, at any time, order, also in derogation from the provisions of article 1661 of the civil code, variations to the Project and in general to the determination of the Works as well as to the relevant execution modalities. Any variations in prices, delivery terms and guarantees, if not already provided for in the Contract, shall result from written amendments to the Contract, to be finalised before the commencement of the variation.

## 2.6 Start of Work

Work shall commence within the terms stipulated in the Contract. The date of commencement of the Works shall result from the formalisation of the start of Work and the handover of the site areas, signed by the Client and the Contractor.

Within the agreed deadlines, the Client shall proceed with the handover of the Work Area, identified in the Contract.

Adherence to the work schedule shall be checked periodically with the Client; if, through the fault of the Contractor, the schedule is not adhered to within the stipulated time, the Contractor undertakes to adapt its organisation accordingly.

## 2.7 Suspension of Works

The Client, at its complete discretion and at any time, may suspend all or part of the Works by written notice sent to the Contractor. The suspension notice must contain the duration of the suspension period, an indication of the relevant operating procedures and a specific list of additional costs over and above the prices that the Client is obliged to pay, as well as the postponement of delivery dates.

In the absence of such specific indication, during the period of suspension the Contractor shall only assume the obligation to guard the Works and to secure them, if any. If the total period of suspension exceeds ninety days, the Contractor may withdraw from the Contract.

## 2.8 Completion of Works

The works must be completed within the time limits set out in the Contract.

Contractual deadlines may be postponed in the cases contemplated by the Contract itself, for reasons of force majeure or by specific agreement between the Client and the Contractor. The extension shall not entitle the Contractor to indemnity of any kind. The date of completion of the Works shall be evidenced by the formalisation of completion of the Works, signed by the Client and the Contractor.

## 2.9 Testing

The Client's acceptance of the Works shall take place at the end of the inspection (or testing), which will be carried out, within six months from the date of completion of the Works or within the term provided for in the contract, upon the Contractor's written request. The Client can carry out the inspection also by means of a third party appointed by the Client, at its own expense.

The Contractor shall prepare at the Works area, or at another location identified in the Contract, the documentation, means and works necessary for the inspection. The Contractor shall bear the charges resulting from the inspection, as well as those resulting from the elimination of defects and non-conformities of the Works that emerge therein and that are attributable to the Contractor.

If the results of the verification are positive, i.e. the Works are found to be in con-



formity with the contractual requirements and the rules of art, the formalisation of the acceptance and acceptance shall be drawn up and signed.

The Client can refuse to formalise acceptance if the Contractor does not remove waste or materials belonging to the Contractor from the Worksite in accordance with the relevant regulations and the Client's procedures. Acceptance of the Works shall release the Contractor from liability for obvious defects, without prejudice to its liability for hidden defects pursuant to the following item.

If the inspection reveals flaws and defects attributable to the Contractor and these are not eliminated in good time for the Client, the latter may terminate the Contract in whole or in part pursuant to Chapter 7.

#### 2.10 Guarantees

The guarantees provided by the Contractor and their duration shall be specified in the Contract. Without prejudice to the foregoing, the Contractor warrants that the Works shall be carried out in accordance with the provisions of the Contract and in compliance with the rules of art, laws and regulations applicable to the Works.

The Client must, under penalty of forfeiture, report to the Contractor in writing any non-conformities, i.e. deviations from the contractual prescriptions and any defects, i.e. breaches of the rules of art, that become apparent after acceptance of the Works, within sixty days from their discovery. The Contractor shall eliminate them at its own expense, unless the Client avails itself of its right to demand that the price be proportionately reduced, subject to compensation for damage in the event of the Contractor's fault.

The Client may entrust a third party with the rectification of defects. In this case, the Contractor is obliged to reimburse or advance to the Client the relevant expenses and to pay damages in the event of fault. It may also request the termination of the Contract if the Works are wholly unsuitable for their intended purpose. The action against the Contractor shall be time-barred in 24 (twenty-four) months from the date of formalisation of acceptance and acceptance. The guarantee shall extend to replaced, repaired or modified parts.

#### 2.11 Penalties for delayed execution

Without prejudice to what is expressly stated in the Contract, in the event of non-compliance with the partial and final work completion dates stated in the Contract, also taking into account the extensions granted pursuant to items 2.6 and 2.8 above, the Contractor will pay the Client a penalty sum equal to 1% [one per cent] of the price plus compensation for any further damage for each consecutive calendar week of delay.

If the total amount of the penalty exceeds 10% of the total amount booked, the provisions of Chapter 7 shall apply.

#### 2.12 Delivery, transfer of ownership and risks

Delivery of the Works shall normally take place at the time of acceptance, referred to in Clause 2.9 above, or at a later time specified in the Contract.

Delivery may also be made at an earlier time specified in the Contract, solely for the purpose of carrying out the inspection, without this implying tacit acceptance. In the case of the construction of movable property, delivery shall take place at the domicile of the Client. If the Contract concerns the construction of movable property, ownership of the work shall pass from the Contractor to the Client upon acceptance.

In the case of the construction of installations or parts thereof on the Client's land, the Client acquires ownership of the construction realised at the end of each work progress. With the transfer of ownership of the construction, the risk of its loss or deterioration also generally passes.

The Contract may provide that this risk shall pass to the Client at a different time.

#### 2.13 Client's Materials

The Client's materials will be made available to the Contractor according to the schedule under item 2.6; delivery will be made at the place indicated by the Client. Unused materials will be returned to the Client at the Contractor's expense at the place indicated by the Client.

The Contractor must provide for the entire duration of the Contract for the safe-keeping of materials by type and quality, according to the Client's prescriptions. The Contractor agrees to use the materials supplied by the Client in such a way as to avoid waste of any kind as far as possible.

#### 2.14 Contractor's Materials

The materials must correspond to the contractual requirements and in any case be of first-class quality; they may not be used without prior inspection by the Client in the form prescribed in the contract.

The Contractor agrees to keep in constant stock at the Worksite area materials of such type and in such quantities as to ensure the continuity of the Works. The use of materials other than those delivered to the Client must be explicitly authorised in writing by the Client. The Contractor must promptly provide the Client, on its

request, with bills of materials supplied by specialised firms and allow the Client to carry out any checks it may require.

#### 2.15 REACH Regulation

With reference to EC Regulation No. 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), the performance of the Contract entails the Contractor assuming the following responsibilities:

- a) for the substances, as such or as components of mixtures, to be supplied, the Contractor must have fulfilled all obligations concerning the application of the provisions of the REACH Regulation (EC) No. 1907/2006;
- b) in the case of the substances, as such or as components of mixtures, to be supplied, the Contractor must guarantee the Client that he will not be configured as the exclusive importer or representative of the substances/mixtures supplied, thereby exempting him from the obligations imposed on such subjects by the law;
- c) in the case of the supply of articles, as defined in Article 3(3) of REACH, the Contractor must guarantee the absence, in a concentration above 0.1% w/w, of hazardous substances included in the "Candidate List of Substances of Very High Concern for authorisation" (SVHC) published on the website of the European Chemicals Agency, ECHA;
- d) in the event that the Contractor is unable to guarantee what is set forth in the previous point, the Contractor shall be obliged to replace with immediate effect the supply of articles containing substances included in the "Candidate List" with similar articles in which such substances are absent or present in a concentration not exceeding 0.1% w/w.

If the aforementioned substitution is not possible under the same contractual conditions, it is the Contractor's responsibility to submit an offer to the Client and to execute the delivery in accordance with the Client's instructions.

Should the proposed supply of alternative articles be deemed unacceptable due to economic conditions or quality, the Client shall have the right to terminate the contract or reduce its scope of application without any obligation to pay compensation to the Contractor.

The obligation under d) is valid for the entire duration of the contract and therefore also applies to cases of any inclusion of substances in the Candidate List that occurs after the conclusion of the contract.

### 3. Personnel, safety, labour and environmental protection

#### 3.1 Personnel

The Contractor undertakes to carry out the work with personnel having the technical requisites and professional capacity appropriate to the complexity of the work. If the Client deems that one or more of the Contractor's employees do not have the necessary technical requisites for efficient execution of contractual work or behave in such a way as to significantly jeopardise execution and/or progress due to carelessness, negligence, incompetence or other reasons relating to safety and people's safety, the Client reserves the right to inform and activate the Contractor for the adoption of suitable measures. In this respect, the Contractor undertakes to take all necessary actions, not excluding also the replacement of personnel, at its own care and expense, so as to ensure compliance with contractual obligations.

The replacement of the Contractor's personnel shall in no case impair the continuity of the works.

Any disputes or observations by the Client regarding personnel and equipment must be settled by the Contractor within the term established by the Client and to the Client's full satisfaction, under penalty of work suspension. The Contractor undertakes to observe and to make subcontractors observe all the laws and regulations in force concerning labour relations, with particular regard to employment, compulsory insurance, safety, environment and hygiene at work, as well as the Client's rules, internal regulations and procedures.

All documentation concerning the performance of the employment of its own personnel and that of authorised third parties must be kept in the Worksite Area for the entire duration of the Contract and shown to the Client upon its request.

#### 3.2 Compliance with current employment regulations and documentation to be produced by the Contractor

During the execution of the Contract, the Contractor shall operate in compliance with the regulations in force, in accordance with the Contract, as well as with any other relevant collective contractual regulations, relieving the Client of any non-compliance.

In particular, it is obliged, for its own personnel, to comply with the laws on insurance and contributions, and to apply the current national labour contract for the sector. The aforementioned personnel must be duly employed, paid and insured by the Contractor and the regulatory and remuneration conditions applied must not be inferior to those established in the national labour contracts and supplementary agreements.



The Contractor undertakes to provide the Client, prior to the commencement of Works, with the following documents signed by its Representative:

- request for entry authorisation, enclosing:
  - list of the names for which entry to the Client's premises and establishments is requested, with badge or photograph enabling the Client to identify with certainty the persons entering the premises.
  - evidence of the regular employment of each worker, the type of contract for each worker (open-ended/fixed-term) and the duration in the case of a fixed-term contract; INPS/INAIL positions; details of any temporary employment contracts and their duration;
- for the names of personnel of non-EU nationality, the Contractor must also provide: a photostatic copy of the valid residence permit, taking care to omit any information concerning the person's "status" (e.g. marital status, etc.), which is not indispensable for the configuration of the existing employment relationship.
- list of vehicles whose entry into the Factory is requested;
- list of machines/equipment with annexed declaration of conformity of the same to EC standards/Machinery Directive and, where required by the type of activity to be carried out, to the ATEX Directive;
- list of the substances that the Contractor intends to use at the Factory, together with the relevant Safety Data Sheets and information on quantities, storage/containment methods.

The Contractor whose contractual relationship is of at least one year's duration must also submit, by the month of January and in respect of the previous year:

- declaration on the regularity of remuneration, specifying in it the average annual workforce broken down by qualification, the collective agreement applied;
- certification of the regularity of contributions issued by the competent bodies or, failing that, the DM10/F24 forms.

The Contractor also undertakes to provide the Client with similar documentation for any subcontractors.

Any changes must be communicated to the Client in good time.

### 3.3 Health, Safety and Environment

The Client requires that the work be carried out by the Contractor and its subcontractors, if any, in full and complete compliance with the applicable health, safety and environmental regulations.

The Client and its subsidiaries and affiliates consider it a priority to operate in compliance with the regulations and principles for the management of environmental aspects. Environmental aspects are understood as all those processes or activities with potential positive or negative effects on the environment.

In its own activities, the Contractor is responsible for the correct management of the environmental aspects related to the activities covered by the Contract, in conformity with the requirements defined by the laws in force, the authorisations in force and any indications provided by the Client. The Contractor must comply with all the regulations in force, whatever their source and/or rank, including those specifically concerning the environment, as well as all the prescriptions of the competent state, regional and local administrations.

For this purpose, the Client shall provide all necessary information and documentation to the Contractor.

The Contractor also declares at the conclusion of the Contract that it has received complete, clear and exhaustive information on the specific risks and possible major accident hazards of the environment in which it must carry out its activities, on the specific work permit procedure, and on the Client's emergency procedures. The Contractor undertakes to use personnel suitable for the execution of the contractual work.

The Client, in line with its Health, Safety and Environment Policy, intends to prevent pollution and risks of damage to its own and third parties' persons and property, and therefore requires the Contractor to comply with this Policy and the management systems in place at its sites/operating units when carrying out the works. In particular, the Contractor undertakes to ensure that its own personnel and the personnel of subcontractors, if any, comply with all existing and applicable rules, regulations and procedures received from the Client.

Any additional health, safety and environmental requirements and services that the Client deems necessary in order to better implement its own policy and/or due to applicable legislative provisions may be requested from the Contractor and agreed upon accordingly.

The Contractor agrees to inform all its employees, any Subcontractors and any Third Parties of the Client's information on health, safety and the environment in its documents, and to promote periodical meetings to consolidate the knowledge and training of its personnel. The Contractor will bear all the expenses and consequences that may arise from non-compliance with the above rules and provisions, relieving the Client from any liability also towards Third Parties.

The Contractor undertakes, pursuant to Article 26 of Lgs. Decree 81/2008 as amended and supplemented (including regulatory changes), prior to the commencement of the Works and within the scope of the drawing up of the contract, to highlight

the costs of the measures adopted to eliminate or, where this is not possible, to reduce to a minimum the risks in the field of health and safety at work deriving from the interference of works. The Contractor undertakes to actively participate, in the person of the employer or his qualified delegate, in the drafting of the DUVRI, as contemplated by art. 26 above, prior to the final stipulation of the contract and on the occasion of changes both in the contract and in its execution that determine its updating and relative safety costs. The DUVRI is an integral and effective part of the contract.

As part of the drafting of the DUVRI and/or in the case of building site activities, as contemplated by Title IV of Lgs, the Contractor undertakes to provide the Client, prior to the commencement of Works and in the event of updating, with its own Operative Safety Plan drawn up in compliance with the requirements of annex XV of Legislative Decree 81/2008 and subsequent amendments and supplements and with arts. 17, 89, 96, 101 of the same Legislative Decree 81/2008, as well as with the explanatory ministerial circulars on safety, its own procedures for the management of environmental aspects, and in particular the prevention and protection measures relating to the works.

The Contractor undertakes to inform the Client promptly of any accident, event or circumstance (whether potential or imminent) that affects the health and safety of people and the environment. The Contractor is also obliged to report any non-compliance with the requirements of the Client and the applicable health, safety and environmental laws/regulations.

The Contractor also undertakes to provide any reporting of Health, Safety and Environment data in the manner requested by the Client and, in particular, to provide all information that the Client deems necessary for a complete evaluation of safety behaviour and results (accidents, injuries, occupational illnesses, etc.) relating to the contract in question. The Contractor undertakes to promptly inform the Client, in the person of the Contract Manager or Works Assistant, of accidents and/or injuries to its personnel on the Client's sites and to produce a complete report on the event including at least

- ongoing activities
- dynamics
- type (fire, explosion, fall, etc.)
- material and total damage
- causes
- consequent action taken to eliminate the causes.

The Contractor undertakes, in the execution of the Works, to apply all the laws on Health, Safety and the Environment, with particular reference to Lgs. 105 of 2015 and subsequent amendments and additions, if applicable, as well as all internal provisions and regulations provided to it by the Client both in the DUVRI and in all transfers of information; it also undertakes to apply all regulations received, including the Work Permit, governed by the Client's system company procedures of which the Contractor is informed. The Contractor also undertakes to divulge the contents of the Plant's Internal Emergency Plan (PEI) to its own personnel before entering the site: all operators must be informed of the behaviour to be adopted in the event of an emergency and must be familiar with the company's emergency management organisation.

The Contractor shall always ensure the transfer of information to the site manager and the workers involved in the contract.

With regard to the environmental regulations that the Contractor must strictly comply with, the following regulatory sectors are given as an indication and are not exhaustive and may be supplemented by any other applicable ones:

- waste
- soil and subsoil
- dangerous substances and their safety data sheets
- transports under ADR
- emissions into the atmosphere
- vibrations
- electromagnetic pollution
- ionising and non-ionising radiation
- noise.

The Contractor is also obliged to observe the Client's laws and internal regulations for environmental protection, which the Contractor declares that it is well aware of. The Contractor must also comply with this clause for the activities of Subcontractors.

The Contractor is obliged, without any additional charge, to take (by means of its own equipment and suitable means) the waste deriving from materials, assets and equipment belonging to the Client (see Chapter 2.1) to special areas set aside for such use, separating the various types of material (metals, inert, unpolluted insulation, materials polluted with oily products, etc.) according to the type defined by the Client.

In the event of mixing of various types of material, the Contractor is obliged to separate it at his own expense, and in the event that this is no longer possible, the Client reserves the right to charge the higher disposal costs.





The Contractor also undertakes to:

- appoint its own Site Manager, prior to the start of the Works, who shall also act as Health, Safety and Environment Manager, communicating his references to the same, with the task of ensuring safety conditions and compliance, by the Contractor's personnel or on its behalf, with all regulations relating to Health, Safety and the Environment;
- in the event of application of the regulations set forth in Title IV of Legislative Decree 81/2008 for building sites as amended and supplemented, to comply exactly with the plans and/or provisions that will be transmitted and/or given by the Works Manager and/or the Safety Coordinator during the Execution of Works, as defined in the aforementioned Legislative Decree;
- adopt all precautions, measures and steps to avoid any injury or damage to persons or property or to the environment and cooperate in the implementation of the measures of prevention and protection against occupational hazards incident to the work activity covered by the contract;
- to suspend its own activity if it is required to do so due to safety problems for its own personnel or for that of the Client and/or Third Parties or for the safety of property and the environment, without requesting any charge, or by order of the competent Authorities to use suitable personnel, and to ensure the suitability of the personnel used by the Subcontractors, for the execution of the works in relation to the complexity and size of the same also for the purposes of Health, Safety and the Environment;
- use apparatus and equipment complying with the applicable standards, in particular if fire-fighting equipment (e.g. fire extinguishers) is provided for the specific activity, it undertakes to carry out regular maintenance and to produce evidence thereof at the Client's request;
- comply with existing rules and procedures concerning access to the workplace;
- transmit, if it has fixed or mobile equipped structures in the Worksite Area, the certificate of conformity with the regulations in force concerning electrical installations in places with fire/explosion hazards for the electrical system installed in its own structure; this certificate must also include the connection made to bring the electrical energy from the socket provided by the Client to the Worksite Area;
- provide the personnel working on its behalf at the worksite with all the equipment, individual and collective protection devices necessary for the correct and safe execution of the work, which is the subject of the specific contract, in relation both to the professional risks of the activity carried out and to the risks of the environment and equipment present in the Client's area, the equipment and personal clothing, of adequate quality and in compliance with the law, necessary to carry out the work in conditions of maximum safety, and to check that they are used in full and appropriately. Such personnel will be adequately trained, both in general on accident prevention, work hygiene, anti-pollution, and anything else that is useful for the execution of the work, and on the characteristics and risks connected with the structures, the substances present and the activity carried out in the Work Area;
- not to engage in conduct not provided for in the Contract and not to do anything that may in any way damage the personnel and/or property of the Client and/or the environment and/or third parties;
- observe and ensure that its own direct employees or other personnel entering the Work Area observe all internal safety regulations laid down by the Client;
- adopt, subject to the provisions of the Client's internal procedures and regulations, all appropriate measures for the safety of the work;
- inform the Client of any work or situation that may constitute a danger (either potential or imminent) to persons and the environment;
- not to obstruct passages and areas not expressly assigned to them in any way, and to maintain order and cleanliness in their areas of responsibility on a daily basis, removing any waste produced by their activities in good time for this purpose;
- use buildings and/or fixed installations and/or equipment that, in exceptional cases of necessity, the Client has granted to the Contractor for use in accordance with the good rules of diligence, prudence and expertise and exclusively for the execution of the works; do not make any changes to said buildings and/or installations and/or equipment unless after prior information and consent of the Client.

The Contractor undertakes to select suitable subcontractors for the performance of the work entrusted to it, to coordinate their activities on the building site, to monitor their conduct also for safety and environmental protection purposes.

In this respect, the Contractor also undertakes:

- to transmit before the commencement of Works to the subcontractors the information provided by the Client for the performance of activities in a specific risk and major accident hazard environment;
- to obtain from subcontractors the same information, deemed suitable for the purpose, requested by the Client and already provided by the Contractor;
- to obtain appropriate Operational Safety Plans from subcontractors.

The subcontractor shall comply, as far as the specific activity is concerned:

- to the requirements of Legislative Decree 81/2008 and subsequent amendments and additions regarding the protection of workers against risks arising from exposure to chemical, physical and biological agents at work;
- the provisions of Legislative Decree 81/08 as amended and Presidential Decree 177/2011 as amended regarding "Confined Spaces".

In the event of a breach of the legal regulations concerning Health, Safety and the Environment or of the requirements that can be traced back to the Contractor's lack of commitment, the Client shall have the right to:

- a) terminate the Contract in accordance with Chapter 7 EXPRESS TERMINATION CLAUSE, without prejudice to the Contractor's liability for any damage, accident or injury occurring during or as a consequence of the execution of the works;
- b) suspend the works to the detriment of the Contractor and charge him with all consequential and/or resulting higher expenses;
- c) not admit to the Work Area those workers who are found not to be so protected or who are found not to comply with the above requirements.

The Client will have the right at any time to request and carry out inspections and checks, also by means of internal company departments or third parties, or to provide additional provisions for the purposes of workers' safety and environmental protection. The Contractor therefore undertakes to ensure its own availability and that of its personnel to actively collaborate in such initiatives. In the case of work carried out at the Contractor's premises/factories, the Contractor undertakes to carry out the work in compliance with all the Health, Safety and Environment regulations contemplated by the laws in force and with any additional requirements and performances in the field of Health, Safety and the Environment requested by the Client.

### 3.3.1 Radiation sources

Notwithstanding the fact that the Contractor will comply with the Client's specific work execution procedure pursuant to Lgs. Decree 81/2008 and subsequent amendments, which will be implemented in the specific risk assessment Work Programme, and that the Contractor must provide the Client's SPP with all specialised information on radioactivity for the protection of workers in the Work Area and of the population in the neighbouring areas, in the event of:

- Work carried out in areas of the Client where there are risks of exposure to ionising radiation from activities carried out by the Client or by third parties commissioned by the Client; or
  - Work whose execution involves the use by the Contractor of its own devices, apparatus or materials that may give rise to risks of exposure to ionising radiation;
- The Contractor shall comply with all the provisions of the relevant specific legal regulations in force and, when expressly mentioned in the Agreement, also with any applicable provisions:
- referred to in the Protection and Safety requirements of the Client,
  - contemplated by the Technical Specification, if any.

The fundamental aspects that must always be observed by the Contractor for works falling within the scope of the above cases are as follows:

- a) The Contractor's ionising radiation sources can be transferred to areas under the Client's responsibility only if they are destined in areas previously assigned by the Client and taken over and managed by the Contractor itself and on the Client's express authorisation. In this case, the Contractor will expressly indemnify and hold harmless the Client from any liability directly or indirectly connected with operations in this area.
- b) Any sanctions imposed by the public authorities for the Contractor's non-compliance with the applicable legal regulations shall be borne exclusively by the Contractor, who shall hold the Client harmless.
- c) Before starting activities that involve the use, in the Client's areas of responsibility, of radiation sources belonging to the Contractor, the Contractor must provide the Client with a copy of the communication sent in advance (at least 15 days before the start of use of the sources in a specific area) to the competent territorial Supervisory Authorities and a copy of the specific radiation protection report produced by the Qualified Expert appointed by the Contractor on the occurrence of the conditions under paragraph 7 of annex IX of Lgs. Decree 230/95 and subsequent modifications and supplements.
- d) If the Contractor is to work in the presence of radiation sources belonging to the Client and in areas for which the Client is responsible, he must undertake to comply with the directives issued by the Client and with the regulations laid down in the current provisions on the radiological protection of workers (its own, the Client's or their equivalent) and of the population.
- e) If: the Contractor's activity is specifically aimed at controlling, maintaining, carrying out works and anything else that may be correlated with radiation sources used in the Client's practices, and/or the work carried out by the Contractor is configured as a specialised service, the Contractor shall assume full responsibility for the operations carried out and for the consequences that may derive therefrom, relieving the Client from all liability also towards Third Parties.



f) If the Contractor makes use of External Workers, i.e. category A workers called to carry out activities in Controlled Zones operated by subjects other than their employer, (art. 4, par. 2, letter i) of Lgs./95 and subsequent modifications and supplements), the Contractor must send the Client a copy of the Employer's notification of external company (art. 62 Lgs. Decree 230/95 and subsequent modifications and supplements) and deliver, before work commences, the radiation protection booklets so that they can be updated by the Client's Qualified Expert. Consequently, the Contractor assumes full liability for all the provisions of this article towards its personnel, the Client and its personnel, the Subcontractors, third-party companies and their personnel, and any Third Parties, for any accidents that may occur during the execution of the work, and expressly guarantees and indemnifies the Client against any claim or demand in this respect by any party entitled thereto.

### 3.4 Working permits

The Contractor shall comply with the contents of the Work Permits issued by the Client.

The Contractor shall bear the charges arising from the suspension of the Works, if any, resulting from the issue of daily Work Permits, from the prohibition of the use of flames, from explosion tests, from the observance of the regulations specified in the individual Permits (spreading of protective sheets, covering of sewers with tarpaulins, etc.).

## 4. Prices, accounting, invoicing and terms of payment

### 4.1 The Price

The prices for the execution of the works or the criteria for their determination are fixed in the Contract.

The Contractor declares that it has received from the Client and that it has directly acquired all information concerning the execution of the Works and their location, that it has carefully examined the internal rules and procedures in force at the Client's production sites and premises, with particular regard to safety, work, health and environmental protection standards, and that it has consequently taken them into account in the determination of prices.

The Contractor therefore intends, by signing the Contract, to assume the risk of any greater onerousness of its own performance on any cause, even extraordinary and unforeseeable, that may depend on it, and therefore waives the right to revise prices, notwithstanding the provisions of Article 1664 of the civil code. With regard to the costs arising from the joint drafting of the DUVRI or from updates in progress of the same therefore from aspects related to the safety of persons in the performance of the activity at the Client's premises, such prices shall be highlighted and fixed as safety costs and shall be an integral part of the contract.

The prices, irrespective of whether they are determined on the basis of measure, on the basis of the body of the work, on the basis of the ascertainment or in any other contractual form, include all charges, including the costs for safety and the expenses necessary for the execution of the works in accordance with the Special Specifications/ Supplementary Conditions, the rules of art and the contractual provisions, with the exception of the following charges, which are to be borne by the Client, with an exhaustive list unless otherwise specified in the contract:

- Delivery of the Work Area and the Site Area
- Delivery of the materials and means of work stipulated in the Contract as well as in the Project/Technical Specifications, if this is its responsibility.
- Indication of the accesses to the Site and the Works area as well as the routes to be followed to reach them, which must be kept passable by the Client for the means of transport and work vehicles to be used in the execution of the Works.
- Provide, in the quantities strictly necessary for the execution of the Works, water at mains pressure from the Client's mains in the vicinity of the Site Area and the Works Area, electricity, compressed air and steam at mains pressure, if available and in any case compatibly with the needs of the Client's production plants and only if indispensable for the execution of the Works.
- Application of authorisations, permits and licences necessary for the execution of the work.
- Emptying, isolation, decontamination of pipes, equipment, containers, machinery, object of the activity, containing substances of any kind, belonging to the Client, including toxic, harmful, irritating, corrosive, flammable, oxidising, asphyxiating substances.
- Release of cold or hot work permits.

The Works shall be carried out by ascertainment when no other system of evaluation and measurement is possible; such Works may involve labour, materials and means and must in any case be approved in advance by the Client in writing.

If the contract expressly provides for a price revision, the price revision shall be deemed to refer to the Works actually performed on the date specified in the contract and resulting from the accounting documents.

To this end, the Contract will indicate the prices to be updated and the references for their calculation.

Price revisions, even if provided for in the Contract, will not be applied if the agreed delivery deadlines are extended for reasons not attributable to the Client.

### 4.2 New Prices

If, for the purpose of complete and proper execution of the Works or in the event of variations in the Project/Technical Specifications, the Contractor must carry out works whose prices are not provided for in the Contract, they must normally be agreed upon at the Contractor's proposal. Such proposal will not be necessary if the new price can be established by direct comparison with the contractual prices. If this is not possible, the proposal shall be made by interpolation or extrapolation of the price; failing this, the analysis shall be made with reference to the market costs at the time of the agreement, however, verifying their congruity with the contractual prices.

If a new price is not agreed upon in advance, the Contractor shall nevertheless be obliged to carry out the Works, which the Client shall account for according to the price provisionally established by the Client, and shall postpone the determination thereof until the date of acceptance of the Works.

### 4.3 Settlement, Invoicing and Payment Terms

If the Contract provides for prices to be paid on the basis of the progress of Works, the corresponding invoices will be issued after the Works have been accounted for. The progress of the Works shall be determined monthly, unless otherwise specified, on the basis of the Project or by field surveys. If the field surveys show quantities in excess of those of the project/technical specification, which have not been authorised in advance, the relevant accounting shall be carried out on the basis of the project/technical specification.

The works will be accounted for by the Contractor in the Client's information system on the basis of the determinations made in the contradictory manner.

The invoice must be accompanied by all documentation for any checks and inspections by the Client and drawn up in accordance with the methods and forms provided by the Client, which the Contractor declares that it knows and accepts.

In the event of any discrepancy between the Contractor's accounting of the Works and the results of the above-mentioned contradictory procedure, a consequent adjustment shall be made.

If the Contract provides that the price is to be paid on account of the progress of the Works, the relevant invoices shall be issued, after all contractually required checks/acts have been carried out and with a positive outcome, and in any event not later than 30 (thirty) days from the date of issue of the relevant progress of the Works and paid on the due dates provided for in the Contract.

The Contractor shall not suspend or interrupt the Works in the event of non-payment by the Client of one or more invoices or in the event of a dispute as to the amounts thereof.

### 4.4 Insurance and bank guarantees

If requested by the Client, the Contractor is obliged to issue in favour of the Client, to the extent and within the term specified in the Contract, a "first demand" guarantee issued by a bank and/or primary insurance company of the Client's liking.

The relevant text shall be drafted in accordance with the text proposed by the Client. This guarantee must be obtained at the Contractor's expense.

If the guarantee is not drawn up as proposed by the Client, the Contractor will be obliged to make the necessary adjustments at its own expense. The guarantee covers the costs for non-fulfilment or incorrect fulfilment of the Contract and for those related to compensation for damages resulting from any non-fulfilment. It is also provided to guarantee the reimbursement of the sums paid in excess to the Contractor with respect to the results of the final liquidation, subject, however, to the possibility of compensation for greater damage. The Client also has the right to avail itself of the guarantee for any additional expenses incurred for the completion of the work in the case of termination of the Contract to the Contractor's detriment, as well as to provide for the payment of the sums due by the Contractor for non-compliance with the rules and prescriptions of collective labour agreements, laws and regulations on the protection, insurance, assistance and physical safety of workers, however present in the Works Area.

If the start of works is extended for reasons not attributable to the Contractor, the guarantee must be extended by the same period by the Contractor itself but at the Client's expense.

Conversely, the aforementioned expenses shall be borne by the Contractor if the start of works is delayed for reasons for which the Contractor is responsible.

In the event of failure to provide the guarantee referred to in this Article, the Client reserves the right to terminate the Contract.

### 4.5 Credit assignment

Unless expressly authorised by the Client, pursuant to art. 1260 par. 2 of the civil code, the assignability of all receivables due to the Contractor under the Contract is excluded, with the Contractor's consequent liability towards the Client for any



breach of the above agreement. Moreover, the Contractor shall not be entitled to grant third parties mandates for collection or to use any other form of delegation for collection.

#### 4.6 Audit of Accounts

The Client, following written notice given to the Contractor, shall have the right to inspect, at any time and up to 10 (ten) years after expiry of the Contract, all invoices and supporting documentation of the Contractor relating to services rendered. The Contractor undertakes to keep detailed and truthful documentation to be supplied to the Client for the purpose of auditing the accounts.

#### 4.7 Taxes and Fees

The Contractor shall pay all taxes, duties, licences and fees connected with the Contract and imposed by governmental and/or other authorities having jurisdiction over the Contract.

The Client shall not assume any liability in the event of any physical failures on the part of the Contractor, who undertakes to strictly adhere to the relevant regulations.

### 5. Insolvency proceedings

In consideration of the fact that the Client carries out hazardous activities, also pursuant to and for the purposes of Art. 2050 of the civil code, all Contractors are chosen by the Client on the basis of their subjective qualities of reliability and professionalism.

Therefore, in the event that the Contractor is subjected to any of the insolvency procedures provided for by the laws in force, the Contract, pursuant to and for the purposes of Art. 72 para. 2 of Royal Decree No. 267 of 1942, shall be terminated by right. In this case, and unless otherwise ordered by the judicial authority, the Client shall pay only for the works carried out by the Contractor up to the termination of the Works, provided that they conform to the prescriptions of the Contract and to the extent that they are useful for the use for which they are intended, accounted for at the rates and prices provided for in the Contract.

No other remuneration shall be due to the Contractor by the Client.

Materials belonging to the Client must be returned to the Client immediately.

### 6. Assignment of the contract by the contractor

The Contractor is forbidden to assign the Contract in whole or in part to Third Parties without the Client's written consent.

Failure to comply with this prohibition shall result in the immediate termination of the Contract in accordance with Chapter 7 - EXPRESS TERMINATION CLAUSE, without prejudice to the Client's right to compensation for all consequential damages and to reimbursement of any expenses incurred.

### 7. Express termination clause

In addition to the cases specifically envisaged in the contract, the Client may avail itself of the procedure pursuant to art. 1454 of the civil code and shall in any case have the right to terminate the contract pursuant to art. 1456 if the Contractor fails to fulfil its obligations under the sections:

1.6 Subcontracting; 1.7 Insurances; 2.6 Start of Works; 2.9 Acceptance; 2.11 Penalties for delayed execution; 3.1 Personnel; 3.2 Compliance with current labour regulations and documentation to be produced by the Contractor; 3.3 Health, Safety and Environment; 3.4 Work permits; 4.5 Assignment of credit.

The right of termination is also exercised in the following cases:

- if the Contractor is subjected to enforcement actions by creditors;
- if there is a change in the ownership or management of the Contractor's business or any change in the form of business under which the Contractor operates;
- if there are provisional or final preventive measures or judicial acts and/or orders, including precautionary measures, issued by the Public Administration and/or the Judicial Authority, against the owners or legal representatives of the Contractor and those of any Subcontractors, plants or assets at the disposal of the Contractor or Sub-Contractor, or the person under jurisprudence, issued by the Public Administration and/or the Judicial Authority, on environmental and safety matters, also and with reference to the regulations against the phenomena of criminal association and/or organised crime. If there are provisional or final measures issued pursuant to Decree 231 against the legal person of the contractor or any of the subcontractors pursuant to Legislative Decree 8/06/2001 no. 231 as amended and supplemented (Disciplina della responsabilità amministrativa delle persone giuridiche, delle società e delle associazioni anche prive di personalità giuridica).

### 8. Withdrawal

The Client shall have the right, at any time and whatever the stage of progress of the Works, at its sole discretion, to terminate the Contract, in whole or in part, with prior written notice of at least 30 (thirty) days, stating which part of the Works is to be terminated and the day on which the termination takes effect. From that time the Contractor shall cease all activity on the part of the Works that has been indi-

cated and shall complete only those Works excluded by the termination.

The contractual relations between the Parties shall be governed as follows.

If termination occurs before the Contractor has equipped the Site Area, the Client's decision shall not entitle the Contractor to any right to damages or to any compensation for non-performance of the Works.

If the termination occurs after the Contractor has installed the Site Area and before the start of the Works, the Contractor shall only be entitled to an indemnity, the amount of which shall be mutually agreed upon in relation to the Contractor's documented out-of-pocket expenses for the transport and installation of the Site Area and its equipment.

Finally, if withdrawal occurs during the execution of the Works, the Client shall be obliged to pay the price for the Works that have been executed and tested and the useful materials existing in the Site Area before the withdrawal notification, and to pay an indemnity, to be agreed upon by mutual agreement, to the extent of a share of the total cost borne by the Contractor for the erection and dismantling of the Site Area and for provisional works, proportional to the amount of the works not executed at the date of withdrawal notification.

This indemnity, including the relevant depreciation of the machinery, all related overheads, damages and any charges towards third parties, none excluded, shall in no case exceed 10% of the amount of the Works not performed.

### 9. Force majeure

The Parties shall not be held liable for any non-performance and/or delay due to force majeure.

Force majeure shall be understood to mean events and/or circumstances of an exceptional and/or unforeseeable nature that, despite their efforts to prevent and contain them, the Parties themselves were unable to stop, avoid and/or control and that prevented the performance of the Contract in whole or in part.

By way of example only and without limitation, the following shall be considered force majeure: wars, riots, fires, floods, earthquakes and other natural events of an exceptional nature, national and industrial strikes, impediments due to specific legislative measures, or measures of public authority, other impediments of equal gravity beyond the control of the Parties and all of an unforeseeable nature.

The event of force majeure shall suspend the obligations of the Parties, but shall not affect the validity of the Contract.

Any damage suffered by the Contractor arising directly or indirectly from force majeure events will be at the Contractor's expense and the Contractor cannot claim any compensation and/or indemnity from the Client. Similarly, the Client will not be able to claim any compensation and/or indemnity from the Contractor for any damage suffered by the Contractor as a result of force majeure events.

Delays caused by force majeure are not considered force majeure:

- stops imposed by the competent authorities for non-compliance with safety, health and environmental regulations by the Contractor;
- delays by the Contractor in the procurement of materials and/or services;
- delays in the delivery of Subcontractors;
- material scraps due to faulty workmanship by Subcontractors;
- strikes limited to the Contractor's plants and employees, including strikes, states of unrest, as well as participation by the Contractor's employees in strikes of any kind other than national and industrial strikes.

Events of force majeure shall be notified in writing by the affected Party to the other Party as soon as possible and in any event no later than on the 3rd (third) day after the occurrence of the event.

Sufficient explanation of the force majeure and the foreseeable duration must be given in the notice.

The Client reserves the right to request from the Contractor, in addition to the written declaration, a certificate from the Chamber of Commerce of the place where the works are carried out or from another public authority recognised by the Client, certifying the truthfulness of the facts contested under this clause.

For delays caused by events of force majeure, the Contractor shall be entitled to an extension of time by as many days as the suspension resulting from the force majeure event.

The duration of the extension will be agreed in writing between the Parties.

Should the force majeure events persist, or be expected to persist for a period of more than 15 (fifteen) days, the Parties shall meet to determine the criteria to be observed for the continuation or termination of the Contract.

Should the event persist for more than 30 (thirty) days, the Client shall have the right to terminate the Contract.

In any case, the Contractor shall be obliged to endeavour to reduce the damaging effects induced for the Client by the force majeure event(s).

### 10. Obligations of the Contractor after termination of the Contract

Whatever the cause of termination of the Contract, the Contractor shall deliver the Works executed, the Client's unused materials, the Work area, the Site area and any other areas, free from persons and things, in the same state in fact and in law in



which they have been delivered to the Contractor, assuming the relevant charges. In the event of termination of the Contract for reasons for which the Contractor is responsible, the Contractor must demolish the Works, if so requested by the Client, and remove the demolished parts and any rubbish. If the Contractor fails to do so, the Client will do so, subject to a warning to comply within a reasonable term to be sent in writing to the Contractor, and the Contractor will be charged with the relevant expenses. In this case, the Client is also authorised to sell the Contractor's property on the Contractor's behalf at the price it deems appropriate, offsetting the relevant amount.

## 11. Governing Law and Jurisdiction

The Contract is governed by Italian law.

In the event of disputes of any kind, the Contractor shall fulfil its obligations under the Contract. Any disputes relating to the validity, interpretation, execution and termination of the Contract, except in the case of arbitration referred to below, shall be submitted to the exclusive jurisdiction of the Court of Lodi.

If the Contract provides for an arbitration clause, it shall provide that the dispute shall be decided by three arbitrators who shall decide according to law. The arbitrators shall be appointed one by each party, with communication to each other by registered letter. The third arbitrator, who shall act as chairman of the board, shall be designated by agreement between the two arbitrators appointed by the parties or, in default, by the President of the Court of Lodi. The latter shall also appoint, at the request of the other party, the arbitrator of the party that, having been invited, does not appoint him directly within thirty (30) days of the request.

## 12. Administrative Liability

The Contractor declares that it is aware of the regulations in force regarding the administrative liability of entities, with particular reference to the provisions of Legislative Decree no. 231 of 8 June 2001. The Contractor also declares that it has read Itelyum's Code of Ethics and Itelyum Regeneration's Sustainability Policies and that it respects their contents. The documents can be consulted at the following link:

<https://www.itelyum-regeneration.com/it/sostenibilita/sistemi-gestione-certificati/>

it also declares that it has adopted and effectively implemented company procedures and conducts and has issued instructions to its employees and/or collaborators that are suitable to prevent the commission, even attempted commission, of the offences in relation to which the penalties set forth in Legislative Decree no. 231 of 8 June 2001 apply, and it undertakes to the Client to maintain all of them effectively implemented for the entire duration of the Contract. The Parties agree that the non-compliance, even partial, of the adoption and/or effective implementation of the aforementioned prescriptions constitutes a serious breach of contract. Consequently, the Client reserves the right:

- a) to suspend the performance of the Contract, to be exercised by means of a registered letter containing a concise indication of the information, including factual information or legal proceedings, to be inferred from the non-compliance, and/or
- b) to rescind unilaterally, also during execution, or to terminate the Contract, to be exercised by registered letter containing a brief indication of the factual circumstances or legal proceedings proving non-compliance.

Exercise of the right as per letters a) and b) above shall be to the Contractor's detriment, and the Contractor shall be charged with all additional expenses and costs deriving from or consequent to such non-compliance and the Contractor shall always be liable for any detrimental event or damage that may occur as a consequence of such non-compliance and shall be obliged to indemnify the Client for any third-party action deriving from or consequent to such non-compliance.

## 13. Information and data protection

### 13.1 Protection of information

In the course of the performance of the Services by the Contractor to the Client, either Party may have access to information of the other Party (whether in verbal, printed or electronic form) which relates to past, present or future activities concerning the business, research, development, products, services and technical knowledge and which shall be identified by the other Party as confidential ("Confidential Information").

Confidential Information of one Party may be used by the other Party only in connection with the performance of the Services and only those resources shall have access thereto - employees and/or project collaborators - who need it for the performance of the Services. Each Party undertakes to protect the confidentiality of the other Party's Information with the same care as it protects its own confidential information and in no event shall the Parties use less than reasonable diligence in protecting such Information. The Contractor undertakes to enforce its Resources' obligations under this Article. Confidential Information shall not be copied or reproduced without the prior written consent of the disclosing Party. All Confidential Information made available during the execution of the order, including any copies

thereof, shall be returned or destroyed upon the occurrence of the first of the following events:

- a) upon completion of the Services;
- b) at the request of the disclosing Party unless the receiving Party is authorised to retain such Confidential Information otherwise.

The Client may retain, in the manner provided for in this Article, a copy of the Contractor's Confidential Information for the purpose of keeping its own books or for quality control purposes.

The provisions contained in this Article shall also be effective after the date on which the Contractor has completed, for whatever reason, the performance of the Services.

### 13.2 Personal data protection

Pursuant to Legislative Decree No. 196/2003 and EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data - General Data Protection Regulation, which entered into force on 24 May 2016 and is applicable from 25 May 2018 (hereinafter, "GDPR" or "Regulation") the Contractor, in the course of the performance of the Order arising from this Contract, may collect personal data of which the Client is the Data Controller, either directly from the Client or from third parties.

The Contractor declares that he has the experience, technical skills and resources that enable him to implement appropriate technical and organisational measures to ensure compliance with data protection legislation and the protection of data subjects. The Contractor warrants that access to Personal Data shall be limited exclusively to its employees and collaborators whose access to Personal Data is necessary for the performance of the Services and who have been identified in advance in writing. At the Client's request, the Contractor undertakes to assist the Client in defending itself in the event of proceedings before the supervisory or judicial authorities concerning the processing of Personal Data.

The Contractor undertakes to assist the Client with suitable technical and organisational measures, insofar as this is possible, in the fulfilment of the latter's obligations to follow up any requests of the interested parties as referred to in Chapter III of the GDPR and to provide the Client with any useful information and/or documents. The Contractor shall make available to the Client all information necessary to demonstrate compliance with the obligations under the Data Protection Act, whether instructed or authorised, for the purpose of monitoring the fulfilment of the obligations and instructions hereunder.

The Contractor undertakes to indemnify the Company against all damages, costs or charges of any kind and nature whatsoever, as well as against all disputes, actions or claims brought against the Owner by interested parties and/or any other person and/or Authority arising from any breach of this deed on the part of the Client (or any of its Sub-responsible Parties) or any failure to comply with the instructions contained in this deed or any further instructions that may have been given in writing by the Company.

Upon expiry of the Contract and/or the Services or, in any case, in the event of termination - for whatever reason - of the effectiveness of this deed, save for the existence of an obligation imposed by law or by national and/or community regulations providing for the preservation of Personal Data, the Contractor shall interrupt any processing of Personal Data and shall provide, at the Client's choice, either for the immediate return of the Personal Data to the Client or for their complete deletion, in both cases issuing at the same time a written declaration that no copy exists at the Contractor's premises.

In the event of a written request by the Client, the Contractor shall be obliged to indicate the technical methods and procedures used for erasure/destruction.

## 14. Sustainable Development

The Client has signed the UN Global Compact and pursues its 10 founding principles:

### Human Rights

- 1) Businesses are required to promote and respect universally recognised human rights within their sphere of influence; and to
- 2) make sure that they are not, even indirectly, complicit in human rights abuses.

### Work

- 3) Businesses are required to uphold the freedom of association of workers and recognise the right to collective bargaining
- 4) the elimination of all forms of forced and compulsory labour
- 5) the effective elimination of child labour;
- 6) the elimination of all forms of discrimination in employment and occupation.

### Environment

- 7) Businesses are required to support a preventive approach to environmental challenges; to



- 8) undertake initiatives that promote greater environmental responsibility; and to
- 9) encourage the development and dissemination of environmentally friendly technologies.

**Fight against corruption**

- 10) Companies undertake to fight corruption in all its forms, including extortion and bribery.

The Contractor undertakes to respect the Principles of the Global Compact, directing all its activities, whether carried out by its own personnel or by subcontractors, accordingly.

Throughout the duration of the Contract, the Contractor undertakes to allow the Client to verify the degree of fulfilment of the requirements of this Article, the Client being entitled to request termination of the Contract, for reasons attributable to the Contractor, in all those cases in which the Client has sufficient and justified knowledge that the Contractor or its subcontractors have contravened any of the above-mentioned Principles.



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