

General Purchase Conditions and Special Contract Conditions and Informative Note on processing personal data of Gruppo DP S.p.A.

General Purchase Conditions of Gruppo DP S.p.A.

1. General principles. These General Purchase Conditions (hereafter "Conditions") are an integral part of the contract between Gruppo DP S.p.A. (hereafter "Gruppo DP") and the Supplier or Contractor (hereafter "Supplier") – both together "Parties" – and are the only ones which regulate the purchase orders issued, the goods or services purchase contracts, the consultancy contracts and the Gruppo DP contracts. Any modification and addition, as well as any other document or General Condition of Sale of the Supplier wholly or partially different from these Conditions will only be valid in the event of prior specific written acceptance by Gruppo DP in the person of its pro tempore legal representative, also making express reference to the specific order or contract. Otherwise these Conditions alone will prevail between the Parties and be applicable. Gruppo DP will not, therefore, for any reason and in any manner and in any case be constrained by any General Conditions of Sale of the Supplier not even when they are sent to Gruppo DP or explicit reference is made in the correspondence, in the offer, in the order confirmation, in the contract or in another manner, except what is mentioned above with reference to the explicit, specific and formal acceptance in writing by Gruppo DP, in the person of the pro tempore legal representative. Gruppo DP reserves the right to modify these Conditions without having to give notice, without prejudice to the new Conditions being applicable only to the purchase orders transmitted and to the contracts stipulated after they are published on the website www.gruppodp.com.

1.1 Special Contract Conditions. For all contracts having the purpose to assign supply contracts for goods or services, forming an integral part of the contract between Gruppo DP and the Supplier, there are not only these General Purchase Conditions but also the Special Contract Conditions (SCC) contained in a separate document.

1.2 Change and publication of conditions. Gruppo DP reserves the right to change these General Purchase Conditions as well as the aforesaid Special Contract Conditions without obligation to give notice beforehand, always given that the new Conditions will only apply to purchase orders transmitted and contracts signed after being published on the www.gruppodp.com website. It is therefore the Supplier's duty to read and take note of the conditions on the aforesaid website.

2. Proposals. Supplier proposals and price quotations are not binding for Gruppo DP and will in no way cause any obligation to arise for account of Gruppo DP. The Supplier's proposal shall always refer to a formal request for supply and/or order by Gruppo DP and shall clearly point out any possible differences compared to the request or order itself. The Supplier undertakes to also consider and manage as strictly confidential all the information forwarded by Gruppo DP for the purpose of preparing the proposal. When formulating the proposal the Supplier shall account for all the costs necessary to guarantee compliance on its side to all the commitments provided by labour regulatory provisions, compulsory insurance, safety at workplace, fire prevention and environmental from time to time applicable.

3. Orders – cancellation and rescission – transfer. Orders, contracts and requests for supply or services shall be unconditionally formulated in writing, the same as for any changes or supplements and shall come from the legal representative or, failing this, from parties officially authorised by the latter. The validity of any verbal agreements is strictly subordinated to written confirmation from Gruppo DP, in the aforesaid formats, without which the latter will be in no way effective. Any whatsoever difference in the goods or services, scope of the supply, as against the order or request, must always be accepted in writing beforehand by Gruppo DP. Failing this the latter will be considered as a default of the Supplier with all the ensuing legal consequences also on the issue of Supplier liability, remedies that could be taken by Gruppo DP, comprising, purely as an example, the latter's right to claim full compensation for damage. Gruppo DP may cancel an order or rescind from the contract at own unquestionable judgement should the Supplier fail to accept the order in writing within the term of 7 days from when said order had been forwarded by Gruppo DP or, at own discretion, may deem that the Supplier is no longer eligible to regularly honour its commitments. Gruppo DP may furthermore cancel an order or rescind from the contract at own unquestionable judgement should the latter have reason to believe that the Supplier is unable to guarantee compliance with each commitment provided under applicable labour/compulsory insurance and/or safety at workplace and/or fire prevention and/or environmental regulatory provisions. The Supplier may only transfer the rights and commitments deriving from the contract concluded with Gruppo DP to third parties prior to written permission from Gruppo DP and anyhow also in said latter event will be held personally responsible towards Gruppo DP for all the third-party activities, as if they had all been set up by said Supplier. Given the above the Supplier shall include the Conditions of this document and Special Contract Conditions (towards Gruppo DP) in the relative contracts entered with said parties and have them totally and unquestionably accepted by the latter.

4. Terms and delivery. The Supplier is bound to regularly observe the agreed date of delivery or supply or installation or execution, which is to all effects always to be considered an essential term also pursuant to art. 1457 of the Italian Civil Code. Should the Supplier be unable to regularly honour its commitments, it will immediately notify Gruppo DP. Save for diverse agreements formalized in writing, with the above-mentioned procedures, no delivery delayed, partial or dissimilar to the order or agreed conditions will be permitted. Eventual toleration or acceptance of delayed, partial or dissimilar delivery of goods or services provided does not signify any whatsoever submission or renouncement by Gruppo DP to its rights, the contractual and lawful remedies anyhow remaining unprejudiced, as well as any right and action taken by Gruppo DP, comprising, purely as an example, the right to claim eventual damage suffered/being suffered.

5. Commitments and guarantees. The Supplier undertakes to guarantee and carry out effective quality controls on goods and services provided, both in conformity to applicable regulatory provisions and rules and regulations, as well as others, for the purpose of always assuring a high standard of quality and/or services with good workmanship and anyhow with the highest degree of diligence. Should an order and contract name the Supplier responsible for installation, if not otherwise agreed in writing (with the aforementioned formalities), all direct and indirect costs linked with the latter comprising, purely as an example, board and lodging and travelling expenses for the personnel will be exclusively charged to the Supplier. The prices from time to time agreed upon with the Supplier are to be considered all-in and, if not diversely specified, prices are understood as "FOB Incoterms 2010" for import, "CIP Incoterms 2010" for European community transfer and free domicile for domestic deliveries. The Supplier undertakes to comply with all the commitments provided by labour, compulsory insurance, safety at workplace, fire prevention and environmental regulatory provisions from time to time applicable.

6. Ownership and risk. The ownership of the goods will be transferred to Gruppo DP when they are delivered to the address indicated in the order. Until delivery of the goods to the place of fulfillment, the Supplier is responsible for all the risks, including but not limited to damage, accidental loss, theft or damage. If delivery including installation is agreed, the risk of loss will become Gruppo DP's exclusively when installation is completed and final acceptance made. Unless otherwise agreed on, to be made in writing, lien agreements in favour of the Supplier on goods in the contract is always strictly excluded.

7. Packing and shipping. The goods regarding the service or supply must be packed by the Supplier so that they guarantee correct preservation during transport and to prevent loss, damage, drops, breakage etc. and sealed so that any theft can be determined. The Supplier is also responsible for any damage caused to goods due to inadequate packing. Along with the transferred goods, the Supplier must deliver Gruppo DP all the necessary and suitable documentation (for example technical and safety sheets, use and maintenance manuals, warranty certificates, licences, etc.), without any exclusions.

8. Origin and conformity of goods. The goods, purpose of the supply, shall conform to the European Union and Italian regulatory provisions from time to time applicable, comprising, purely as an example, provisions on matters of safety and protection of health, environmental and protection of consumer and origin. Should the goods be destined for sale in a non-European Union country, the Supplier shall guarantee that the goods also conform to the regulatory provisions applicable in the country of destination. The Supplier shall comply with provisions of the law and regulations in force in the country where the goods are produced, purely as an example, also comprising matters of manufacturing, safety, hygiene, environmental, packing, packaging, delivery of goods etc... At Gruppo DP's request the Supplier shall provide precise information for each single consignment as to the origin of the goods, and in particular consign the original certificate of origin and deal with all the other formalities provided by applicable regulatory provisions. The Supplier shall provide all the technical information pertinent to the quality of the product (comprising the chemical, physical characteristics, safety data sheet and/or information and precautions for usage or for safety comprising those to be communicated to the consumer) should this be required by Gruppo DP in order to check or guarantee conformity of the latter to regulatory provisions in force in the European Community and in the country of destination.

9. Services. Specific reference is made to provisions given under the Special Contract Conditions, to be understood as here re-written and immediately applicable. The Supplier is bound to directly provide the goods and services, scope of the Contract, and may not subcontract execution out to third parties, not even in part, if not prior to written authorisation from Gruppo DP and personally from the legal representative pro tempore, and directly referred to the specific order or contract. In any case the Supplier will anyhow be held responsible, towards Gruppo DP, for the total fulfillment of all the obligations relevant to the supply of goods and services by the subcontractor. The Supplier will therefore be held liable towards Gruppo DP for all the subcontractor activities. Unless diversely provided by the contract, the intellectual works (models, drawings, brands, projects, texts, written works, editorial contents, advertising materials, multimedia creations, software, websites, applications and so on) produced by the Supplier or by third parties to whom said works had been assigned in subcontract, will be transferred to Gruppo DP immediately upon production, without any obligation for additional remuneration from Gruppo DP, accounting for the fact that payment for their production had already been recognized in the price of the goods and/or service, understood as all-in. The Supplier and its subcontractors will not have any right to said works, which will therefore fully become property of Gruppo DP. There where the Supplier has been informed by Gruppo DP about the purpose of the goods and/or services, it will guarantee total conformity of the latter to the stated purpose. Gruppo DP may utilize and exploit, at own discretion, all the results achieved in the execution of the services, comprising inventions and usage and exploitation rights according to the law on copyright, and/or other applicable regulatory provisions, without any remuneration for the Supplier as already specified above. The Supplier shall guarantee that the works carried out by the latter (the same as for any subcontractors) shall be accomplished in total compliance with all the regulatory provisions from time to time applicable, purely as an example, those of a tax, labour, compulsory insurance, privacy and processing of personal data, copyright, safety at workplace, fire prevention and environmental nature. Upon request from Gruppo DP the Supplier is bound to issue appropriate documentation as evidence of compliance with said regulatory provisions. Any liability of Gruppo DP for accidents possibly occurring on their premises is specifically excluded.

10. Liability and Penalty in the event of Supplier's default. The Supplier by accepting and/or executing the order or upon conclusion of the contract, undertakes to exonerate and hold Gruppo DP, its directors, shareholders and employees free from any whatsoever claim or in court or out of court lawsuits taken out by third parties against the latter, concerning the business, services, goods, scope of or instrumental to the supply, connected and/or subsequent to the latter or anyhow to the Supplier's services or relevant execution. The Supplier likewise undertakes to hold Gruppo DP and its directors, shareholders and employees and third parties free from any damages to objects or persons incurred whilst

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carrying out the activities, scope of the contract, and/or order. There where penalties are envisaged in contract or order, Gruppo DP will be entitled to compensate the latter with sums eventually due to the Supplier and to anyhow demand total payment, always given in all cases the right to be compensated for greater damage.

11. Intellectual property and disclaimers. The Supplier hereby acknowledges that any trade marks to be reported on products involved in the contract, if transmitted by Gruppo DP or in any case if they are used by them, are and remain the exclusive property of Gruppo DP (or any clients of Gruppo DP owning the relevant trade marks), irrespective of the fact that these trade marks are registered or not by Gruppo DP (or by any clients of Gruppo DP owning the respective trade marks) in the country where the Supplier has its offices or abroad. The Supplier thus expressly waives all right to such trade marks, acknowledging to all effects the full ownership to Gruppo DP (or to any clients of Gruppo DP owners of the respective trade marks). Asso and Gruppo DP are examples of exclusive trade marks of Gruppo DP. The Supplier undertakes to maintain strict confidentiality and privacy on the supplies whose object is goods trade marked Gruppo DP (or owned by clients of Gruppo DP), or others, undertaking to not disclose to third parties the existence of the supply relationship or in any case the services which these conditions refer to and any other aspect regarding them, for any reason whatsoever. Any extra stock, labels, packages and any other material bearing a trade mark of Gruppo DP (or owned by clients of Gruppo DP), which may remain with the Supplier after the interruption of the relationship for any reason whatsoever, must be destroyed by the Supplier at their own care and expense, since resale and/or transfer to third parties for any reason and any other form of use or even only for preservation is specifically forbidden. The goods created on the basis of technical information, diagrams, drawings or models provided by Gruppo DP can never be used by the Supplier outside the supply contract, nor can they be offered or transferred to third parties. The Supplier expressly guarantees to Gruppo DP that the goods or services provided and their use or marketing in accordance with the contract or order do not violate any patent, copyright or other intellectual property right of third parties or otherwise. The Supplier undertakes to hold Gruppo DP harmless from any third party claims for violation of intellectual property rights or for any other claim or action, connected to the above. The Supplier must grant Gruppo DP, free of charge, the transferrable rights of use without place, content and time constraints for the plans, drawings, models, software, technical data, images and the other documents regarding the contract or the order. Gruppo DP may freely use, duplicate and distribute this information to third parties in any form and with any means.

12. Guarantee, claims and suspended payment. The Supplier shall consign the goods and provide the services with good workmanship, devoid of faults and defects and conformant to the agreed specifications or anyhow required by Gruppo DP. The Supplier shall furthermore guarantee that the goods and services will be consigned/supplied by qualified personnel and will satisfy current technical standards as well as all the applicable regulatory provisions comprising, purely as an example, those covering safety, labour medicine, hygiene, tax and customs provisions, environmental protection, data protection, etc ... Should the machinery, equipment and systems be the scope of the contract or order, then the latter shall conform to the special specifications applicable at the time of executing the contract and shall bear the EC marking. The Supplier guarantees not to be found in the condition of incompatibility, impossibility or conflict of interests, even temporary, with the implementation of activities, scope of the order or contract and furthermore guarantees that no breaches will be made of provisions or regulations of the law, nor third party rights whilst carrying out the job, scope of the order or contract; certifies and guarantees total ownership and/or free disposal of the goods and/or services, scope of the contract or order, as well as entitlement to any licences or brands related, pertinent or subsequent to the supply, the works and anyhow the activities, services and goods, scope of the contract or order, or anyhow of importance to the latter purposes. Acceptance of goods and/or services is subject and subordinated to Gruppo DP's inspection and control in order to check the absence of defects and the validity of the supply, anyhow always given and unprejudiced all lawful or contractual guarantees. The Supplier lends the guarantee for faults pursuant to art. 1490 of the Italian Civil Code and all the guarantees provided by Italian and European Community legislation for the specific supply or job, none being excluded. The term for notifying faults is, in specific derogation to provisions given under art. 1495 of the Italian Civil Code, 90 (ninety) working days from when the latter were discovered (for any claims laid by Gruppo DP's customers to whom the goods had been resold, the date of discovery will be considered as the date upon which Gruppo DP will receive formal written notice from the latter). In any case the Supplier irrevocably waives the right to raise objections as to delay in notifying the faults. Always given the provisions in the Special Contract Conditions, to be understood here as rewritten and immediately applicable, the Supplier irrevocably undertakes to exonerate and hold Gruppo DP free from any demand or claim laid by third parties deriving from the supply and from the services (comprising, purely as an example, loss of earnings) without the obligation of proof for account of Gruppo DP, the written notice of damages claimed by third parties being sufficient to this end. Save for proof to the contrary, the control on quality and quality tests conducted by Gruppo DP will be held as valid for the purpose of any claims. In the event of defects or faults Gruppo DP is entitled to demand that said faults and defects, even if only to minor extent, be eliminated or, at own unquestionable judgement, demand termination of contract or reduction in price also pursuant to art. 1492 of the Italian Civil Code, always given any other right and action also to compensation of damages. The method to eliminate faults will be chosen by Gruppo DP at own discretion and to this end the latter may put the goods at the Supplier's disposal in a place chosen by Gruppo DP. Costs to rectify the faults and defects will be totally charged to the Supplier, the same as for any costs to return the goods and any disassembly or accessory charges required in connection with the termination of contract. Should the faults and defects fail to be rectified within 30 days from request, the contract will be understood as automatically terminated. Should the Supplier fail to proceed directly and immediately to eliminate the faults or defects, in the event of emergency and to avoid greater damages, Gruppo DP is authorized to carry out said correction/job directly or have said correction/job carried out by third parties, at the expense of the Supplier. It is specifically agreed that should Gruppo DP, for any reason, raise objections to the supply or services, the latter may suspend payment of the amounts until the legitimacy of said objections has been judicially established, and the Supplier may not take any action to recover the relative credit and no interests of a kind will be applied to the amounts not paid by Gruppo DP, not even legal ones and those as per Legislative Decree 231/2002 or diverse. In the event whereby the corresponding amount indicated in the invoice or in the invoice subject to dispute had already been paid by Gruppo DP, the latter may withhold the amount subject to dispute from any other credits held by the Supplier towards the latter, without the Supplier being able to raise any whatsoever objection or dispute. Gruppo DP may furthermore compensate the sums possibly demanded of the Supplier as compensation for damage, with those due to said Supplier for the supply or services. Any payment already made for the supply/service will not in any way be prejudicial to the right of Gruppo DP to subsequently raise objections to the sum due from the latter and to repeat payment, apart from claim for damages, with no exclusion, nor any other right or action and the ability to accomplish any other legal or contractual remedy. In the case of supply contracts for goods and services, provisions of the law will be applied and therefore all the guarantees provided for dissimilarities and faults in the work pursuant to art. 1667 of the Italian Civil Code and subsequent amendments.

13. Invoicing. The Supplier shall issue the invoice in conformity to agreements provided in the order or contract and will forward the latter to Gruppo DP. The invoice shall make total reference to the order or to the contract. Any other documents pertinent to the executed supply, amongst which, solely as an example, any certifications also for guarantee, installation, assembly, use and maintenance manuals, or testing and inspection, Reach certifications, etc ... will be sent together with the invoice.

14. EU transfers. In relation to EU transfers, the Supplier must communicate to Gruppo DP all the administrative information necessary to perform the fiscal fulfillments envisaged by Italian legislation to Gruppo DP and in particular the custom tariff (Taric) of the goods transferred.

15. Importation and Customs. The Supplier is bound to inform Gruppo DP about any requirements pertinent to export or re-export licences for goods, based on Italian or European legislation governing control on exportation, customs regulatory provisions or others, and shall likewise inform Gruppo DP about legislation governing control on exportation and customs regulatory provisions in force in the country of origin of the products. Concerning imports from other countries the Supplier shall, amongst others, submit the following documents to Gruppo DP: invoice, packing list, bill of lading or any other forwarding document, any documents required to exploit reductions on customs duties, certificate of origin and all the additional documents from time to time necessary for customs clearance.

16. Terms of payment. The terms of payment provided in the order or contract are held as valid. Apart from all that has been provided by regulatory provisions, by the contract, order and these General Conditions and Special Contract Conditions, payment of invoice is also subordinated to having received the latter in time sufficient to control the perfect regularity of the supply and absence of faults. Payment does not constitute acceptance of the conditions or prices, nor a waiver to rights and actions by Gruppo DP in relation to goods or services received dissimilar to those contractually agreed or to any other aspect.

17. Termination due to default. Expressed termination clause. The contract may always be cancelled due to default in cases provided by the law (arts. 1453 of the Italian Civil Code and subsequent and other regulatory provisions applicable). This having been stated, Gruppo DP and Supplier specifically agree that the contract shall be understood as automatically terminated pursuant to and by virtue of art. 1456 of the Italian Civil Code (and other regulatory provisions applicable) in the following cases: - Failure of Supplier to observe the principles established in the Gruppo DP Ethical Code, - Breach by Supplier of the obligation of confidentiality, - insolvency of Supplier de facto or by law or unforeseen non-eligibility of the latter to regularly carry out its commitments and/or to fall short of permits or licences required by the law, - unforeseen impossibility to purchase or use the goods and services, scope of the contract or order, due to introduction of new regulatory provisions, - failure of Supplier to comply to even only one of the commitments provided under applicable labour rules and regulations and/or compulsory insurance and/or safety at workplace and/or fire prevention and/or environmental.

In the event of termination due to any contractual cause, the Supplier shall immediately return all the documentation acquired to Gruppo DP and shall without delay and at own care and expense deal with the disassembly and removal of its systems, equipment or machinery, together with any waste derived from said removal.

18. Confidentiality and secrecy. The Supplier undertakes to consider and manage all the commercial, process or product, organisational, technical or any other kind of information acquired directly or indirectly as a result of the supply or services agreement or in any case that they have become aware of during it or during the negotiation phases as confidential. For these purposes, the Supplier is obliged to adopt all the measures of prevention necessary to avoid diffusion and ensure that their own employees, collaborators, agents, dealers, suppliers or sub-suppliers are also bound by this confidentiality clause. In the event of this confidentiality clause not being observed, Gruppo DP may cancel the contract for just cause, without prejudice to claiming compensation for all damages. The Supplier may not in any case exploit the information received for commercial purposes, for intellectual property, transfer it to third parties or use it for purposes other than the contract or order.

19. Autonomy of the parties. Gruppo DP and the Supplier declare and confirm to be independent parties and to retain their own independence. In particular when performing the activities indicated in the contract, the Supplier will act independently and with the free initiative as regards the organisation of the same.

20. Data processing. The Supplier declares to have received and read the informative note drawn up by Gruppo DP referred to processing personal data of suppliers, their representatives and personnel (employees and collaborators) pursuant to regulatory provisions in force comprising EU Regulation 679/2016 and subsequent amendments or supplements. See website www.gruppodp.com for a copy of the informative note hereby attached to these General Conditions and Special Contract Conditions.

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21. Code of Ethics. The activities indicated in the order or contract or in any case regarding it will be carried out by the Supplier in respect of the Code of Ethics adopted by Gruppo DP, the text of which is available on the website www.gruppodp.com in the section Legal Area is to be considered included in these Conditions. Not observing the principles established in the Code of Ethics establishes a serious contractual non-fulfilment and will give Gruppo DP the right to cancel the contract for just cause and to claim compensation for damage. The Supplier guarantees that performing the activities indicated in the contract will be performed using exclusively workers of adult age, employed contractually or otherwise engaged in complete respect of the laws in force and in respect of the accident prevention standards and environmental protection laws in force in the country.

22. Force majeure. Gruppo DP may suspend execution of its contractual obligations, not only in the events indicated above or envisaged by law, but also when this execution is made impossible or excessively difficult by an unexpected impediment not depending on its will, including but not limited to: natural calamities, war, requisitions, strikes, without the Supplier being able to make any claims. If the suspension due to force majeure lasts for more than four weeks Gruppo DP will have the right to cancel the contract, without the Supplier being able to make any claims.

23. Disputes, applicable legislation, Court of jurisdiction. The purchase conditions and the individual contracts/relations, as well as any dispute that may arise are subject and regulated exclusively by Italian law. Any dispute that may arise between the Parties shall be exclusively subject to Italian jurisdiction. The court of Genoa (Italy) has exclusive jurisdiction. Application of the United Nations Convention on Contracts for the International sale of goods (CISG) or of other international conventions relative to the law and regulations applicable to the sale of the products or services is expressly excluded.

24. Application of provisions in the European REACH Regulation. For the purpose of applying the European REACH Regulation the Supplier guarantees that none of the substances indicated in the SVHC list are to be found in the products under supply or, if present, are in a quantity lower than the established threshold. In said case the Supplier shall forward written communication to Gruppo DP about the substances present and estimated average values. Should Gruppo DP discover that the products under supply contain a substance indicated in the SVHC list it may cancel the contract with immediate effect due to default, with the right to return the goods and be reimbursed for what has been paid, save for the right to claim payment for major damage.

For Acceptance,

Date _____ the Supplier _____

In accordance to arts. 1341 and 1342 of the Italian Civil Code, the Supplier declares to specifically approve the clauses pursuant to nos. 1) General principles; 1.1) Special Contract conditions; 1.2) Change and publication of Conditions; 2) Proposals; 3) Orders – cancellation and recession – transfer limits and sub-contracting; 4) Terms and delivery - repayment of damages; 5) Commitments and guarantees; 6) Ownership and risk; 7) packaging and shipping obligations - damage compensation; 8) Origin and conformity of goods - consigning technical information on the product; 9) Services – indemnity - transfer of intellectual works; 10) Liability and penalties in the event of Supplier's default; 11) intellectual property and indemnity; 12) Guarantees for faults and eviction – terms for notifying faults - indemnity for complaints - waiving exceptions - contract cancellation - payment suspension; 16) Terms of payment; 17) Termination due to default - Expressed termination clause; 18) Confidentiality and secrecy; 21) Cancellation due to not observing Code of Ethics principles; 22) Suspension and cancellation due to force majeure; 23) Disputes – applicable legislation – court of jurisdiction; 24) Guarantees and commitments on issues pertinent to the REACH European regulation.

the Supplier _____

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Special Contract Conditions of Gruppo S.p.A.

- 1. General principles and applicability.** These Special Contract Conditions (SCC), (hereinafter "Special Conditions") form an integral part of the contract between Gruppo DP S.p.A. (hereinafter Gruppo DP) and the Supplier or Contractor (hereinafter "Supplier") in the event whereby the scope of the contract be supply of goods and/or services, wherever the latter may be executed or supplied, (purely as an example at the stand on the occasion of trade fairs, at customer and/or supplier premises etc...). The Gruppo DP General Purchase Conditions, also available on website www.gruppodp.com, are in any case, always and totally applicable. Any whatsoever change and supplement, as well as any other document or Supplier's General Sale Conditions differing in all or in part, from these Special Conditions or from the Gruppo DP General Purchase Conditions, shall only be held valid prior to specific written acceptance from Gruppo DP and personally by the legal representative pro tempore, which will also refer directly to the specific order or contract. Otherwise these Special Conditions and Gruppo DP General Purchase Conditions will be only and exclusively applied and will prevail between the Parties. Gruppo DP will therefore not, for any reason, in no way and in no event, be bound by the Supplier's General Sale Conditions not even when the latter had forwarded them to Gruppo DP or had explicitly referred to them in correspondence, in the tender, order confirmation, contract or in any other way, save for the aforementioned explicit, specific and formal written acceptance from Gruppo DP, and personally by the legal representative pro tempore. Gruppo DP reserves the right to change the "General Purchase Conditions" as well as the "Special Conditions" without obligation to give notice beforehand, always given that the new Conditions shall solely apply to purchase orders transmitted and to contracts stipulated after being published on the www.gruppodp.com website.
- 2. Safety, hygiene at workplace, fire prevention.** The Supplier guarantees that all the jobs scope of the contract will be carried out in full compliance with regulatory provisions on matters of safety and hygiene at the workplace and of fire prevention from time to time applicable. All the personnel to be used by the Supplier to execute the contract shall be of age (adult) and employed in full compliance with labour and compulsory insurance regulatory provisions. The Supplier guarantees that all the personnel has received complete and fully comprehensive information and education on health and safety risks pertinent to the jobs they will go to carry out and, where provided, have undergone a medical visit in accordance with the law.
- 3 Personal Protection Devices.** The Supplier guarantees that all the personnel used will be provided with Personal Protection Devices appropriate and envisaged for the specific job. The Personal Protection Devices will be provided, selected and controlled by the Supplier who will also see to their maintenance at own exclusive care and expense and under own exclusive responsibility. Supplier personnel will not be permitted to use Personal Protection Devices belonging to Gruppo DP.
- 4 Equipment, working devices and tooling.** The Supplier guarantees that the personnel will be provided with equipment, working devices and tooling in accordance with the law, in excellent working condition and appropriate for the jobs envisaged and that all the personnel has been efficiently trained to use the latter, also in connection with aspects pertinent to safety at the workplace. Supplier personnel will not be allowed to use equipment, working devices and tooling belonging to Gruppo DP.
- 5. Waste production and management.** The Supplier guarantees that all jobs scope of the contract will be carried out in full compliance with regulatory provisions on matters of environmental protection and waste management. All waste – none excluded – produced during the execution of the contract will be disposed of by the Supplier at own total care and expense in conformity to regulatory provisions in force.
- 6. Interference risks.** Save for differing provisions expressly specified in the Interference Risk Assessment Document (DUVRI), the Supplier undertakes to accomplish the services, scope of the contract, guaranteeing total absence of interference risks. To this end the working zones will be identified, isolated and rendered accessible to the Supplier technical personnel only whilst works are in progress. In any case, without prejudice to compliance with provisions of the law and good practice, the Supplier shall limit emissions (noise, dusts, fumes, etc.) to the utmost and guarantee maximum cleanliness and hygiene in the workplace and transit areas.
- 7. TPL/Employers liability insurance.** The Supplier declares and guarantees to have taken out a third-party liability (TPL) and employers liability policy covering own personnel with a primary insurance company with a ceiling of no less than 1,000,000 Euro (one million) and that said policy will be fully operative with reference to the execution of the contract and will also cover any possible damages suffered or caused by the sub-contractor firms.
- 8. Subcontract.** The Supplier is compelled to directly provide the goods and services, scope of the Contract, and may not subcontract the execution out to third parties, not even in part, if not prior to written authorisation from Gruppo DP and personally from the legal representative pro tempore, directly referred to the specific order or contract. In any case the Supplier will anyhow be held responsible, towards Gruppo DP, for the total fulfilment of all the obligations relevant to the supply of goods or services by the subcontractor. The Supplier will therefore be held liable towards Gruppo DP for all the subcontractor activities. The Supplier shall expect and obtain from the subcontractor total compliance with all contractual provisions and those set out in the Gruppo DP General Purchase Conditions and in the Special Conditions, as well as compliance to the provisions set out in the Gruppo DP Ethical Code. The Supplier shall guarantee that activities carried out by the subcontractor shall be accomplished in full conformity to all the regulatory provisions from time to time applicable, and in particular those of a tax, labour, compulsory insurance, safety at workplace, fire and prevention, waste and environmental prevention and management nature. The Supplier is compelled to issue, upon request by Gruppo DP, appropriate documentation as evidence of compliance with said regulatory provisions.
- 9. Contributory regularity.** The Supplier guarantees, for itself and for any subcontractors, the totally regular position of the personnel also under the contributory profile undertaking to provide, where foreseen, adequate official documentation stating his regular position.
- 10. Applicable regulatory provisions for services rendered outside Italy.** Given and unprejudiced the provisions under point 23 (Disputes, applicable legislation, Court of jurisdiction) in the General Purchase Conditions to be understood as re-written here and immediately applicable, it is specified that should the services, scope of the supply or service contract, take place outside Italy it will be the Supplier's duty (and likewise any subcontractors) to comply with maximum professional diligence with all the regulatory provisions (purely as an example on matters of a tax, labour, compulsory insurance, safety at workplace, fire prevention, waste and environmental prevention and management nature) applicable in the country where said service will be accomplished and in the country where the Supplier (or subcontractors) is fiscally domiciled.
- 11. Expressed termination clause (ETC).** Given and unprejudiced the provisions set out under point 17 (Termination due to default. Expressed termination clause) in the General Purchase Conditions to be understood as re-written here and immediately applicable, the parties expressly agree that the contract for supply of goods or services shall be understood as automatically terminated pursuant to and by virtue of art. 1456 of the Italian Civil Code, apart from the cases provided under art. 17 in the General Purchase Conditions, also in cases whereby the Supplier should be in default of the agreements as per arts. 2, 3, 4, 5, 6, 7, 8, 9 and 10 in these Conditions. In the event of cancellation due to any contractual cause, the Supplier shall immediately return all the documentation acquired to Gruppo DP and shall without delay and at own care and expense deal with the disassembly and removal of its systems, equipment or machinery, together with any waste derived from said removal.
- 12 Liabilities and Exoneration.** The Supplier shall take upon itself all the liabilities (own or consequent to any subcontracts), derived from behaviour or situations de facto or by law non conformant to the law in force on matters of a tax, customs, labour, safety and hygiene at workplace, accident prevention, fire prevention, environment and waste management nature. The Supplier shall exonerate and hold free Gruppo DP from any liability, damage, loss or harmful event possibly deriving from a breach (by Supplier or subcontractor) of the regulatory provisions on matters of a tax, customs, labour, safety and hygiene at workplace, accident prevention, fire prevention, environment and waste management nature with particular but not exclusive reference to civil court sentences, administrative penalties, pecuniary consequences of criminal sanctions, damage incurred and loss of earnings in connection with an order to block or suspend the business.

For Acceptance,

Date _____ The Supplier _____

In accordance to arts. 1341 and 1342 of the Italian Civil Code, the Supplier declares to specifically approve the clauses pursuant to nos. 1) General principles and applicability; 2) Safety, hygiene at workplace, fire prevention; 3) Personal Protection Devices; 4) Equipment, working devices and tooling; 5) Waste production and management; 6) Interference Risks; 7) TPL/Employers liability insurance; 8) Subcontract; 9) Contributory regularity; 10) Applicable regulatory provisions for services rendered outside Italy; 11) Expressed termination clause (ETC). Subsequent to termination of contract; 12) Liability and Exoneration.

The Supplier _____

INFORMATIVE NOTE ON PROCESSING PERSONAL DATA - INFORMATION¹ FOR CLIENTS AND SUPPLIERS

the **DATA CONTROLLER FOR THE PROCESSING OF PERSONAL DATA²**

Pursuant to personal data protection regulations³, the **DATA CONTROLLER FOR THE PROCESSING OF PERSONAL DATA⁴** GRUPPO DP SPA (VAT No. IT03436170108 headquartered in Genoa (Italy), Via Trento 43/3, Certified public e-mail address: hr.gruppodp@registerpec.it provides, also to guarantee correct and transparent processing, **the following information:**

CATEGORIES OF PERSONAL DATA

The data processed are common and identifying personal⁵ data that you⁶ have provided/are going to provide, as clients/suppliers, natural persons or client/supplier representatives, legal entities, related to you or to third parties⁷ collected by you or by other subjects or otherwise processed in the conduct of relations with the Data Controller.

PURPOSES OF DATA PROCESSING

Data processing is performed with the following purposes:

- organisational, administrative, accounting, insurance, tax, secretarial, correspondence, credit risk management needs, etc.;
- pre-contractual/contractual obligations and in any case the purposes set out in the general terms and conditions of sale/purchase;
- checking quality and reliability;
- protection of rights⁸.

LAWFUL BASIS FOR PROCESSING

The processing of personal data is necessary for:

- the implementation of pre-contractual measures taken at the request of the data subject or for the fulfilment of the contract;
- fulfilment of specific obligations or tasks required by EU standards, laws, regulations, contracts, etc.;
- the pursuit of legitimate interest and the protection of the rights of the Data Controller.

POSSIBLE CONSEQUENCES OF THE FAILURE TO DISCLOSE PERSONAL DATA

For the personal data indicated above, any failure to disclose to the Data Controller by the data subject - in cases where it is required by legal/regulatory or contractual obligations or where it is a necessary condition for the execution of a contract - results in the impossibility to establish/continue and manage the relationship.

INTENDED RECIPIENTS

Recipients or Categories of Recipients of Personal Data are:

- Financial administration;
- Public administration;
- Lawyers and consultants;
- Statutory auditors;
- Clients/Suppliers;
- Insurance and credit institutions and their affiliated companies;
- Companies that provide IT services, consultants and debt collection companies.

These subjects usually act as independent data controllers⁹ or as data processors.

TRANSFER

The Data Controller does not transfer personal data to recipients in countries outside the European Union.

STORAGE

The data are stored until the deadline set by the applicable rules or as long as the legitimate interest in the processing continues.

RIGHTS

The data subject shall have the right in the cases provided for by law: to request, with reference to personal data, access, correction; cancellation; portability; the limitation of processing; to oppose the processing; not to be subjected to a decision based solely on automated processing, including profiling, which produces legal effects that affect them or which significantly affects their person.

To exercise these rights, the data subject may contact the Data Controller at the addresses indicated above.

RIGHT TO LODGE A COMPLAINT

The data subject has the right to lodge a complaint with the Guarantor for the protection of personal data.

AUTOMATED DECISION-MAKING PROCESS, INCLUDING PROFILING

No automated decision-making processes and/or profiling¹⁰ are carried out.

OTHER PURPOSES

If the Data Controller intends to process the data for a purpose other than that for which it was collected, it will provide the data subject, prior to such further processing, information regarding this other purpose and any other relevant information.

¹See EU Regulation 679/2016 (hereinafter GDPR), etc.

²Hereinafter "Data Controller".

³See EU Regulation 679/2016 (hereinafter GDPR), Italian Legislative Decree 101/2018 and Italian Legislative Decree 196/20013 and subsequent amendments

⁴Hereinafter "Data Controller".

⁵ Personal Data means any information relating to an identified or identifiable natural person («data subject»); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more distinctive features of the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

⁶Or third parties.

⁷Such as, for example, your employees, collaborators or other, processed, always in carrying out the services contractually provided, and to which you provide the information referred to in this and collect any necessary consents on behalf of the Data Controller.

⁸ Such as, for example, recovery of debts owed, if clients, disputes concerning the goods, if suppliers, etc.

⁹ Except as specified below.

¹⁰ Referred to in Article 22 of the GDPR.