



**PWG Srl – Società con Socio Unico**

Castello d'Argile (BO), via E. Mattei, 8

Tel.: 051-686.20.00 r.a. – Fax: 051-686.13.43

Tax Code and VAT number 02873661207

[www.pwgsrl.com](http://www.pwgsrl.com)

[info@pec.pwgsrl.com](mailto:info@pec.pwgsrl.com)

## GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

### 1. SCOPE

PWG S.r.l. - with legal and operational headquarters in via E. Mattei, 8-40050 Castello D'Argile -BO- share capital Euro 1,000,000.00 (one million, 00) tax code, VAT number 02873661207, with registration in the Register of Companies of BOLOGNA under REA no. BO-474108. These general terms and conditions of contract (hereinafter the "General Conditions" and/or also simply "GTC"), already present on the website of PWG S.r.l. at the address [www.pwgsrl.com](http://www.pwgsrl.com), are immediately known and accessible to third parties and in particular to the Supplier, through the link provided in this paragraph. These GTC shall govern the relations between the Supplier (as defined in the Order) and the Company (PWG), unless the mandatory relations between the Ordering Party and the Supplier have already been regulated by a framework agreement, which assumes and has the exclusive source of negotiation in the relations between the parties. **Principal** (as defined in the Order, hereinafter **"PWG Srl – Società con Socio Unico, or also just PWG"**) relating to the supply of goods (hereinafter the "Supply") by the Supplier in favour of PWG (PWG and the Supplier, hereinafter, jointly, the "Parties"). These General Conditions, together with the Order, the annexes and the documentation containing specific provisions relating to the Supply, are an integral and substantial part of the Order itself and together they constitute the only contract capable of regulating the relations between the Parties (hereinafter the "Contract"), which, therefore, fully replaces any other and different contractual agreements previously signed between the Parties. These General Terms and Conditions shall be deemed to have been known and accepted, also pursuant to art. 1341 and 1342 of the Italian Civil Code, with the simple acceptance of the Order received and the execution of the same. If these GTC have not been received by the Supplier for any reason, they will be considered to be known and accepted by the Supplier, being published on the website of PWG S.r.l. at the address [www.pwgsrl.com](http://www.pwgsrl.com).

Any amendment to the Agreement shall be accompanied by a deed signed by both Parties.

In the event of a conflict between the General Terms and Conditions and the Order, the former shall prevail, unless expressly waived by the Parties. In the event of a conflict between the documentation containing specific provisions relating to the Supply and/or Installation, the annexes and the Order itself, the latter shall prevail. By accepting, even tacitly, these General Conditions, the Supplier expressly waives the application of its general and/or particular conditions, even if previously sent and/or referred to, which shall therefore be considered ineffective between the Parties.

### 2. ACCEPTANCE OF THE ORDER

The Order will become binding for the Parties once accepted by the Supplier by written communication to be sent to PWG, in compliance with the provisions of article 3 below, within the term indicated in the Order itself and, in any case, no later than 5 calendar days. After this deadline, the Order will be considered revoked/terminated. If no deadline for acceptance is indicated, the Order may be revoked at any time by PWG.

The Supplier, by accepting the Order, undertakes to perform the Supply in accordance with the provisions of the Contract. Any requests for changes following the acceptance of the Order must be reported by the Supplier to PWG in writing, in any case, before the start of the execution of the Contract; in order for the aforementioned amendments to be truly effective and binding for PWG, the latter must have signed the appropriate written acceptance of the same, otherwise, they will be entirely ineffective and unenforceable against the Customer. In the event that the performance of the Contract takes place before the acceptance of the changes by PWG, the Contract will be deemed concluded in accordance with these conditions.

### 3. COMMUNICATIONS

Communications between the Parties must be made in writing to the addresses of correspondence and in the manner indicated in the Order.

The Parties undertake to promptly report any changes.

### 4. CONSIDERATION

The consideration for the Supply and Installation covered by the Contract is the amount indicated in the Order under the heading "Total Order" (hereinafter the "Consideration"). The Consideration is all-inclusive and includes all elements, expenses, charges and everything necessary for the exact execution of the Contract

by the Supplier, including the charges for compliance with the legal requirements on health and safety in the workplaces work, where applicable, which will be expressly communicated by the Supplier and included in the Order.

### 5. BILLING AND PAYMENT TERMS

In the invoice, the Supplier must indicate the name of the person requesting the goods and the Job/Project code (if applicable) to which the expense will be attributed.

The invoice must contain the indication of the purchase order number sent by PWG. PWG will be entitled to reject invoices that indicate a date prior to the date of the order. In this case, such invoices shall be cancelled by the Supplier by issuing

of credit note and replaced with invoices bearing the correct date. Payment shall be made by PWG by bank transfer or bank receipt to the Supplier's bank account within the payment terms indicated in the Order.

The Supplier is obliged to promptly notify PWG of any change in its personal and tax data, such as, but not limited to: VAT number, address, company name. Failure to provide the aforementioned data will result in the suspension of payment of the invoice containing data that is not updated with respect to those communicated to PWG.

PWG is also authorized, by signing and/or tacit acceptance of these GTC, to directly offset the agreed price for the Supplies with the amounts disputed as a penalty (art. 6) and any additional costs incurred (art. 7).

### 6. PLACE, TERMS AND METHODS OF DELIVERY OF THE SUPPLY

The Supply covered by the Contract shall be delivered and executed, at the Supplier's expense, to the address and places indicated by PWG in the Order.

The terms of delivery of the Supply, indicated in the Order by PWG, are to be considered essential, pursuant to Article 1457 of the Italian Civil Code, and expressly accepted and known by the Supplier.

Any delays in the delivery of the Supply that are foreseeable by the Supplier must be promptly communicated in writing to PWG, Purchasing Department, and the Supplier will be required to indicate to PWG the new terms of delivery and/or Installation envisaged. In this case, PWG shall be entitled to accept the modification of the delivery term of the Supply, requesting, if the delivery term is longer than three working days, a daily penalty equal to 3% of the value of the order itself, which may be offset, having the Supplier expressed its authorization, by PWG with the price and/or part of the price of the supply; the acceptance must be communicated by written communication, or it must be communicated that it intends to avail itself of the termination of the Contract by law for breach of contract by the Supplier, with the right to take action for compensation for damages.

The products must be delivered by the supplier taking all appropriate measures to ensure the correct transport and storage of the materials without compromising their integrity or ability to perform their function. In the event that PWG, at its sole discretion, retains the non-compliant supply, or part of it, in order to be able to adapt it to the production cycle, it will have the right to ask the supplier for the payment of a penalty which, regardless of the problems created, will be equal to Euro 100.00 (one hundred/00) plus VAT per hour, from a minimum of 8 (eight) hours to a maximum of 6 (six) working days: the Supplier shall be required to pay the indemnity upon mere request by PWG; however, PWG reserves the right to request compensation from the Supplier for greater damages, including that from PWG's Customers in the event of delay, termination, or claim for damages for defects caused and connected to this breach.

In any case, the Supplier shall be held solely responsible for all consequences dependent on the delayed execution of the delivery of the Supply.

The packaging of the goods is intended to be lost unless otherwise agreed in writing: the packaging must in any case be appropriate for the material supplied and the means of transport used.

In the execution of the Contract, the Supplier undertakes to:

a) comply with the laws and comply with all the regulations, standards, requirements of the competent authorities, including European ones, applicable to the Contract, in particular the Supplier undertakes to supply the Customer only with Products that comply with the regulations in force, undertaking to comply with all the requirements relating to substances regulated and/or banned by the European Union and, in particular those indicated in Regulation 2006/1907/EC (REACH Regulation);

b) to ensure under its sole responsibility, in the event that it manufactures or markets the Products outside the European Union, that all the Products comply with the European regulations and directives in force, both general, including those concerning health and prevention of workers' accidents, both specific, related to the components used;

c) keep constantly informed of any changes, issue of new measures that integrate and replace existing directives;

d) answer for the exact fulfilment of its legal, tax and contractual obligations, including towards its suppliers and subcontractors, if any.

### 7. CONTROL OF SUPPLY

The goods subject to Supply must comply with the indications specifically established in the Order by PWG, with the latter reserving the right to carry out a quantitative and qualitative control of the goods subject to Supply, the Supply being considered definitively accepted only after the positive outcome of the checks by PWG.

In the event of a negative outcome of the checks, the Supply will be refused or returned at the expense of the Supplier and any Installation and de-installation costs (PWG employees, travel expenses, etc.) incurred by PWG will remain the exclusive responsibility of the Supplier, without the latter being entitled to payment of the Consideration, or of any amount for any reason, not even compensation, except for the right to compensation for damages in favor of PWG.

If the Products are found to be defective and/or non-correspondent to what was ordered, including with respect to any technical specifications of PWG S.r.l., the Supplier must promptly remedy this by repairing/replacing the Product. In the case of non-conforming Products, PWG S.r.l., at its sole discretion, shall also have the right to: (a) adapt the non-conforming Products with additional work by and at the expense of the Supplier (b) cancel the order with simple written notice to the Supplier, (c) refuse the individual Products or their components, or the entire batch of which they are part without requesting their replacement; in any case, PWG S.r.l.'s right to terminate the Supply Contract in the event of non-acceptance of the Products due to non-conformity of the same with respect to what was ordered remains and no amount for any reason will be due to the Supplier

### 8. SUPPLIER'S WARRANTY

The Supplier undertakes to provide PWG with a warranty for non-conformities and defects relating to the Supply and Installation for a period of two years from the date of acceptance of the same.

During the warranty period, the Supplier undertakes, at its own care and expense, to carry out all the necessary interventions to eliminate discrepancies and defects and restore the correct functionality of the Supply.

As an alternative to the above, PWG shall be entitled to request that the Fee be proportionally reduced without prejudice to compensation for damages in the event of fault of the Supplier.

It is understood that if the discrepancies or defects of the goods subject to Supply are such as to make them completely unsuitable for their destination, PWG may request the termination of the Contract, with the right to request in addition to the penalties contractually provided for in art. 6, also the greatest damage suffered.

### 9. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

The Supplier declares that it is aware of and agrees with the ethical principles established by the United Nations regarding human and labor rights.

The Supplier undertakes to refrain from engaging in conduct contrary to them in the performance of the obligations assumed towards PWG by signing the Contract.

Any violation of these ethical principles is considered as a breach of contract and therefore legitimizes PWG to terminate the contractual relationship in place with the Supplier pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for any damages suffered by PWG as a result of such non-compliance.

In the execution of the Contract, the Supplier shall make use of suitably qualified and/or specialised personnel (hereinafter referred to as the "Workers") with whom it maintains an employment and/or collaboration relationship in compliance with current legislation and the ethical principles established at international level on human and labour rights.

The Workers will depend solely and exclusively on the Supplier with the exclusion of any directive, disciplinary and control power on the part of PWG.

The Supplier is and remains directly and exclusively responsible for the Workers and, therefore, undertakes to indemnify and hold PWG

harmless from any claim made, for any reason, by said Workers or third parties, due to failure to comply with the provisions of this article or in any case in relation to the execution of the obligations referred to in the Contract.

The Supplier with regard to the Workers undertakes:

- comply with the obligations deriving from the laws and regulations in force on labour law, social security, insurance, health and safety in the workplace and accidents, assuming all the related charges;
- adopt health and safety measures aimed at preventing risks at work, with particular reference to the rules of Legislative Decree 81/2008, and ensure that these measures are applied to workers;
- apply to Workers regulatory and remuneration conditions not inferior to those resulting from the collective labour agreements applicable to the reference category;
- to pay the Workers all remuneration, tax, insurance, social security and social security contributions applicable to the employment relationship.

The Supplier, at the request of PWG and within the deadline indicated by the same, undertakes to produce all the documentation proving the fulfilment of the obligations established in this article, as well as the documentation certifying the notification to the competent social security institutions of the Workers employed and the payment of contribution, social security and insurance payments.

In any case, together with each invoice, the Supplier undertakes to provide, where expressly requested by PWG, a copy of the following documents:

- D.U.R.C. (Single Document of Contribution Regularity) in validity;
- self-certification relating to the regular payment of salaries and any other economic treatment to its employees.

The Parties declare that they are aware of the regulations referred to in art. 17-bis of Legislative Decree 241/1997, introduced by Legislative Decree 124/2019 converted, with amendments, by Law 157/2019 on the subject of combating the omitted or insufficient payment, including through undue compensation, of withholding taxes, in the context of procurement contracts, subcontracting, entrustment to consortium members or contractual relationships however called characterized by the prevalent use of labor at the customer's places of activity and with the use of capital goods of property of the latter or attributable to it in any form, with a total value exceeding Euro 200,000.00 (two hundred thousand/00).

The Parties agree that, if the conditions for the application of the legislation referred to in the previous paragraph are met, in conjunction with the acceptance of the Order, the Supplier shall also deliver to PWG the Single Document of Tax Regularity (so-called Tax Regularity). D.U.R.F.) valid.

In the event that the D.U.R.F. is not available, the Supplier undertakes to send PWG, within 5 working days following the deadline for payment referred to in Article 18, paragraph 1, of Legislative Decree no. 241 of 1997, the following documents:

- copy of the payment proxies relating to the payment of withholding taxes referred to in Articles 23 and 24 of Presidential Decree No. 600 of 1973, Article 50, paragraph 4, of Legislative Decree no. 446 of 1997 and Article 1, paragraph 5, of Legislative Decree no. 360 of 1998, by the Supplier withheld from the Workers directly employed in the execution of the Contract;
- a list of the names of all the Workers, identified by tax code, employed in the previous month directly in the execution of the works or services entrusted by PWG, with details of the hours of work performed by each recipient in the execution of the work or service entrusted, the amount of remuneration paid to the Worker related to such service and the details of the tax withholdings made in the previous month in respect of such Worker, with separate indication of those relating to the service entrusted by PWG.

PWG reserves the right to suspend the payment of the Consideration up to the amount of 20% of the same, or for an amount equal to the amount of the unpaid withholdings with respect to the data resulting from the documentation transmitted, if the Supplier has not delivered the D.U.R.F. nor has it complied with the obligation to transmit the payment proxies referred to in point a) and the information relating to the Workers employed referred to in point b) above, or there is an omitted or insufficient payment of withholding taxes with respect to the data resulting from the documentation transmitted.

Without prejudice to the foregoing, the Supplier undertakes to hold PWG harmless and indemnified from any liability, both judicial and extrajudicial, which relates to the Contract or which derives from the acts or omissions of the Supplier and/or the Workers and/or any subcontractors.

In the event of non-compliance by the Supplier with the obligations of this article, in any way ascertained, PWG shall have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

## 10. PROHIBITION OF SUBCONTRACTING

The Supplier shall perform the Contract through its company.

It is expressly forbidden for the Supplier to entrust the execution of the Contract to third party subcontractors, without the express written authorisation of PWG. In this case, the Supplier will be liable to PWG with respect to the services performed by the subcontractor.

In the event of non-compliance by the Supplier with the obligations of this article, in any way ascertained, PWG shall have the right to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

## 11. PROHIBITION OF ASSIGNMENT OF CONTRACT AND CREDIT

It is expressly forbidden for the Supplier to transfer the Contract to third parties, even partially, except in the case of express and prior written consent by PWG.

It is also expressly forbidden for the Supplier to assign the credit deriving from the Contract, except in the case of express and prior written consent by PWG.

## 12. FORCE MAJEURE

The Parties shall not be liable for the failure or delay in performance of the obligations of one of the Parties in the event that such non-performance is due to force majeure such as, but not limited to, earthquakes, fires, epidemics, floods, wars, general strikes and orders of the Public Authority or in any case unforeseen and

unforeseeable circumstances that are beyond the control of the Parties (hereinafter the "Force Majeure").

In the event of a Force Majeure event such as to cause a delay with respect to the terms of execution of the Contract, the Supplier must promptly notify PWG in writing. PWG may communicate the intention to terminate the Contract in the event that the interest in obtaining the Supply and Installation has ceased, pursuant to art. 1256 of the Italian Civil Code. Otherwise, the Supplier will be obliged to take immediate action for the performance of the services covered by the Contract as soon as the Force Majeure event has ceased.

Without prejudice to the above, it is understood that, in the case of contracts with continuous or periodic performance, if the force majeure event causing the delay or non-performance of the services covered by the Contract remains for a period exceeding 1/4 of the duration of the Contract itself, PWG shall have the right to withdraw from the Contract, without being required to pay the Supplier any amount for any reason, without prejudice to the consideration due for any services already performed.

## 13. INDUSTRIAL PROPERTY RIGHTS

The results and/or partial, final, consequent and deriving from the activities carried out by the Supplier in execution of Supply Contracts executed according to technical specifications provided by PWG, will be the exclusive property of PWG, together with all related intellectual property rights, without limitation of time and territory, and will not entitle the Supplier to any further compensation beyond that agreed in the Supply Contract.

## 14. ANTI-CORRUPTION OBLIGATIONS

Within the scope of the Contract, the Supplier undertakes for itself and for any person who, in any capacity, acts in its name and on its behalf, to comply with Italian legislation and the applicable regulations on the prevention of corruption applicable to the Parties.

The Supplier undertakes to ensure that its shareholders and owners, managers, employees and agents and in any case any person who, in any capacity, acts in its name and on its behalf, understand and comply with all the obligations referred to in this article, and also undertakes to communicate, promptly and in writing, to PWG any event or circumstance, as a result of which the obligations indicated above are no longer valid and complied with.

In the event of the initiation of any investigation, by the judicial authority or other supervisory authority, aimed at ascertaining the violation of the Anti-Corruption Laws, in which the Supplier is involved, PWG shall have the right to freely withdraw from the Contract, by written notice to be sent by registered mail with return receipt, or equivalent communication, with a notice of 15 (fifteen) days, without being required to pay the Supplier any amount for any reason, except for the fee due for any services already performed. The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of violation of the Anti-corruption Laws by the Supplier, definitively ascertained by the judicial or other supervisory authority.

PWG also reserves the right to reformulate this article in the event of changes to the Anti-corruption Laws, notifying the Supplier, who undertakes to accept the changes made in application of this article. PWG reserves the right to carry out audit activities aimed at verifying the Supplier's compliance with the obligations assumed under this article. The Supplier undertakes to cooperate, making available all documentation and information that will be requested by PWG.

## 15. ADMINISTRATIVE LIABILITY OF ENTITIES

"Safeguard clause 231

PWG s.r.l. declares that it has adopted the Code of Ethics and the Organization, Management and Control Model pursuant to Legislative Decree no. 231/2001 and requires the Supplier to comply with the aforementioned legislation, obliging, in the performance of its activities, to apply ethical, organizational and management precepts suitable for preventing the commission of the crimes provided for by Legislative Decree no. 231/2001.

The Supplier, therefore, undertakes, in its relations with PWG s.r.l., also for its employees and collaborators, to strictly comply with the rules contained in Legislative Decree no. 231/2001 and in the Code of Ethics of PWG s.r.l., available on the website <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code of Ethics provides for the set of rules of conduct and values of business ethics and social responsibility that PWG s.r.l. recognises, accepts and shares and compliance with which makes it possible to prevent the commission of offences provided for by Legislative Decree no. 231/2001. It is in the primary interest of PWG s.r.l. that all those who have business relations with it carry out their activities in compliance with the principles and values contained in the Code of Ethics itself. In this sense, the Supplier explicitly declares that it has become aware of it and guarantees that it conducts itself in accordance with the indications contained therein.

The Supplier also undertakes to ensure that the provisions of the Code of Ethics are observed by its subcontractors and/or suppliers and their personnel. In particular, if the Supplier makes use of counterparties (suppliers, subcontractors, etc.) for the performance of the provisions of this contract, it also undertakes, before their employment, to have them sign a similar declaration.

Violation of the principles and rules contained in the Code of Ethics – including those provided for in paragraphs: 3.1. (Compliance with current legislation), 3.2. (Relations with the Public Administration), 3.4. (Giving or accepting gifts or other benefits), 3.6. (Administrative and accounting management), 3.8. (Relations with competitors), 3.9. (Conflict of interest), 3.10. (Contributions and Sponsorships), 3.11. (Money laundering, terrorism, arms and drug trafficking), 3.12. (Fight against organised crime), 3.13. (Protection of Industrial Property), 4.1. (Relations with customers), 4.2. (Relations with suppliers) and 4.3. (Human Resources Management) – is considered a serious breach of the obligations arising from this contract and gives PWG s.r.l. the right to terminate the Contract itself pursuant to art. 1456 of the Italian Civil Code, as well as to request compensation for damages, including reputational damages, suffered by the same.

PWG s.r.l. may also terminate the Contract, pursuant to art. 1456 of the Italian Civil Code, in the event of conviction of the Supplier for an offence provided for by Legislative Decree no. 231/2001, even if not in relation to relations with PWG s.r.l.

The Supplier indemnifies PWG s.r.l. for any penalties or damages that may arise to the latter as a consequence of the violation of the rules provided for by the Model and the Code of Ethics of PWG s.r.l. by the Supplier or its employees, collaborators, subcontractors and/or suppliers.

The Supplier is available to allow the execution of controls by PWG s.r.l.'s corporate functions, the latter's Supervisory Body or appointed third party specialists, subject to agreement on the timing and methods of implementation of the controls.

The Supplier undertakes to report to PWG s.r.l. any unlawful conduct and any violation of the Code of Ethics and the legislation on the liability of legal persons – limited to the profiles that affect the execution of this contract – of which he has become aware, in any way and for any reason. To this end, the Supplier may use the appropriate channels indicated in the Whistleblowing Procedure adopted by PWG s.r.l. available at the link: <http://www.pwgsrl.com/it/index.php> under COMPLIANCE"

## 16. OBLIGATION OF CONFIDENTIALITY

The Supplier undertakes, also for its members and/or employees and/or collaborators and/or auxiliaries, to keep strictly confidential and not to disclose to third parties, for the entire duration of the Contract, and in any case for the following ten years from the expiry or termination of the Contract, the information, both relating to PWG and to third parties, as well as those relating to the Contract, of which he has become aware in the execution of the Contract itself (hereinafter the "Confidential Information").

Confidential Information will be used by the Supplier to the extent that this is strictly necessary for the performance of the Contract. The Supplier shall not issue, without the prior written consent of PWG, press releases or statements to third parties regarding the existence, subject matter and/or terms of the Contract.

Without limiting the Supplier's liability, PWG may require, and the Supplier undertakes to have signed, a declaration of confidentiality commitment, in accordance with the contents included in this article, by any person (partner and/or employee and/or collaborator and/or auxiliary) who performs the services covered by the Contract.

This obligation does not refer to data or information that the Supplier can prove to have been or become public knowledge, not in violation of this obligation of confidentiality or of any other confidentiality obligation towards third parties.

Ownership of all industrial and intellectual property rights relating to the written information provided by PWG to the Supplier and all copies, reproductions or parts thereof, as well as any physical objects including the same, is and remains the exclusive property of PWG.

The Supplier undertakes to return to PWG what is its property upon expiry or termination of the Contract or earlier when its use is no longer required for the performance of the Contract.

The Supplier represents and warrants that the information transmitted to PWG during the performance of the Agreement is not subject to restrictions of use or disclosure and the transmission to PWG does not violate any rights of third parties.

## 17. CORPORATE INFORMATION AND INDEPENDENCE OF PWG ENTITIES

The Supplier guarantees that it has provided PWG with complete and accurate information regarding its corporate structure.

The Supplier undertakes to inform PWG of any changes in its corporate structure that may occur, as soon as it becomes aware of them.

In the event that PWG notifies the Supplier that it has encountered and/or identified circumstances that may result in the compromise of the independence of an entity belonging to the PWG network pursuant to the rules, regulations and principles applicable in the case and related to the subjective situation of the Supplier and its members as resulting from the above information, the Supplier agrees that PWG may withdraw from the Contract with immediate effect from the date of receipt of the communication to be formalised by registered mail or certified email and without any right of indemnity or compensation in favour of the Supplier and without being required to pay the Supplier any amount for any reason, without prejudice to the consideration due for any services already performed.

## 18. TERMINATION

PWG shall be entitled to terminate the Contract at any time by written notice sent to the Supplier with 20 (twenty) calendar days' notice in the case of a contract lasting more than three months and equal to or less than six months; 30 (thirty) calendar days notice in the case of a contract lasting more than six months.

In the event of withdrawal, PWG will pay the Supplier the consideration due for the services performed up to the date of withdrawal without being required to pay the Supplier any further amount for any reason.

## 19. TERMINATION

The Contract shall be terminated by law, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, as well as in the cases already provided for in these General Conditions, also in the following cases:

- failure of the Supplier to comply with the requests made by PWG within the deadline communicated by PWG, in the event that the Supply is non-compliant with the provisions of the Contract;
- unjustified abandonment, interruption or suspension by the Supplier of the performance of the Contract;
- death of the Supplier, if a natural person, or modification of his or her ability to operate such as to prevent, alter or modify the performance of the Contract;
- dissolution, transformation, reduction of capital or in the event of significant changes in the Supplier's management bodies;
- decrease in financial capacity or economic solvency or any legal, economic, financial or any other difficulty affecting the regular fulfilment of the Supplier's obligations;
- performance by the Supplier of acts detrimental to PWG's image;
- loss of the Supplier's requisites necessary for the stipulation and execution of the Contract.

In the foregoing cases, the Contract shall be deemed terminated from the date of written notice communicated to the Supplier, without prejudice to the right to compensation for damages.

## 20. PROTECTION OF PERSONAL DATA

For the establishment and execution of the legal relationships governed by the General Conditions, the Parties acquire and process personal data relating to the other party in accordance with the provisions of EU Regulation 2016/679 (hereinafter referred to as the "Regulation") and the national legislation in force, including any measures issued by the Supervisory Authority, where applicable. With reference to the data processed by PWG in its capacity as Data Controller, the source of the data processed, the type of the same, the purposes of the processing, as well as the legal basis on which it is legitimately carried out are in compliance with art. 13 Regulation (e.g. the categories of recipients of personal data, the data retention period, the rights that can be exercised by the data subjects). Due to the type of services rendered, the execution of the General Terms and Conditions implies, by the Supplier, the processing of personal data relating to natural persons whose data are processed by PWG in its capacity as Data Controller in the context of its business activity: such processing is governed by the Conditions, with which the Supplier is designated as Data Processor.

The Parties mutually acknowledge that the obligations regarding the processing of personal data assumed as a whole are essential and that their non-compliance is grounds for termination of the General Terms and Conditions by law.

With regard to the processing of personal data within the scope of the Supplier's services, the Parties agree as follows.

In this clause, "Data Protection Rules" means: (i) EU General Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("Regulation"); and (ii) any other applicable laws, acts having the force of law and/or regulations on the protection of personal data, including the measures issued by the Supervisory Authority where applicable, as well as any codes of conduct.

The terms listed below shall have the meanings given to them in this clause and in the Regulations on the protection of personal data:

- "Personal Data" means any information relating to an identified or identifiable natural person. The personal data that PWG and the Supplier respectively process are common data or data belonging to special categories, as defined below, which may be processed only if the conditions provided for by art. 9 of European Regulation 2016/679; Apart from these cases, any processing of data belonging to special categories is prohibited;
- "Special categories of personal data": personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership; genetic data; data relating to health, sex life, sexual orientation;
- "Data subject" means an identified or identifiable natural person. The data subjects whose personal data are processed by PWG and the Supplier are included in the following categories: employees, collaborators, candidates, customers, suppliers, business partners, counterparties, other third parties with whom it establishes relationships in various ways;
- "Data Controller": PWG and the Supplier who, alone or jointly with others, determine the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria applicable to its designation may be established by Union or Member State law;
- "Processor" means the natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;
- "Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, the comparison or interconnection, restriction, erasure or destruction.
- Both the Supplier and PWG shall be deemed to be Data Controllers in relation to personal data disclosed to PWG by or on behalf of the Supplier.
- Both the Supplier and PWG will comply with the obligations of the controller under the Data Protection Regulations in relation to the personal data processed by each of them under the Agreement.
- PWG undertakes to transmit personal data to the Supplier lawfully, in accordance with the provisions of the Regulations on the protection of personal data, for the purposes described in this deed. The Supplier undertakes to indemnify and hold PWG harmless from any claim made by interested persons in relation to any breach of this clause by the Supplier.

The Supplier undertakes to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

The Supplier will process personal data as reasonably necessary for the purposes of the execution of the Contract, the obligations that are incumbent on it by virtue of laws, regulations and/or communications by competent authorities or for other appropriate internal purposes (including in relation to administrative or quality control profiles).

The Supplier may not communicate personal data to third parties, except for the competent authorities, nor may it transmit personal data to any sub-contractors, unless it is previously authorized to do so by PWG in writing.

The Parties agree that, in the event of collection of data concerning him/her from the data subject, they undertake to provide the data subject, at the time of obtaining the personal data, with the information indicated in Article 13 of European Regulation 2016/679.

## 21. INFORMATION PURSUANT TO ART. 13 REGULATION (EU) 2016/679

PWG informs that it will come into possession of personal data of natural persons acting on behalf of the Supplier (such as name, surname, fax, email, telephone number) acquired in the context of

negotiation negotiations, the drafting of this document and the execution and management of the relationship established.

These data will be processed using electronic and non-electronic means, and will be stored for the time necessary for the execution of the contractual services, in addition to the additional period provided for by law in compliance with civil, tax and tax obligations in force.

The data will be processed for the following purposes:

- a) compliance with legal and regulatory obligations (including obligations deriving from the application of anti-money laundering legislation);
- b) execution of contractual obligations.

The legal basis for the processing is the fulfilment of contractual and legal obligations.

The following categories of persons authorised to process the data may become aware of the data: invoicing, accounting, administrative services, anti-money laundering and anti-corruption compliance and independence checks.

PWG informs that the communication of data for the fulfilment of purposes (a) and (b) is necessary as it is strictly functional to the performance of the planned Activities and the execution of legal and regulatory obligations; otherwise, it will not be possible to carry out the obligations related to the contractual services and/or fulfil the legal obligations.

The data may be communicated, for the purposes indicated, to:

- (1) public authorities (including courts), for the performance of their institutional functions within the limits established by law or regulations;
- 2) third parties used by PWG for the execution of contractual and legal obligations (such as banks, credit institutions, insurance companies, administrative service management companies, carriers, freight forwarders, accounting, legal and tax consultants);
- 3) persons delegated and/or appointed by PWG to carry out the activities or part of the activities related to the provision of the contractual service;
- 4) Companies of the PWG network, to carry out internal administration activities, instrumental, connected or in support of those of PWG. In such cases, PWG guarantees that the transmission of data will be carried out to third countries deemed adequate on the basis of a decision of the European Commission; failing that, it ensures that appropriate safeguards are in place for the transfer, including standard contractual clauses or standard data protection clauses.

The data are communicated to third parties subject to appropriate designation in the role of Data Processors or, in other cases, following the recognition of an independent Data Controller.

The natural person to whom the processed personal data refer may exercise the rights provided for by Regulation (EU) 2016/679 and by the national legislation in force, indicated below:

- access the content of their data (right of access);
- update, amend and/or correct your personal data (right to rectification);
- request the erasure or limitation of the processing of data processed in violation of the law, including those whose retention is not necessary in relation to the purposes for which the data were collected or otherwise processed (right to be forgotten and right to limitation);
- object to the processing (right to object);
- revoke consent, if given, without prejudice to the lawfulness of the processing based on the consent given before the withdrawal;
- lodge a complaint with the Supervisory Authority or appeal before the Judicial Authority in the event of violation of the regulations on the protection of personal data;
- receive, in the cases provided for by law, a copy of the personal data provided to the Company in a structured, commonly used and machine-readable format, and request that such data be transmitted to another data controller (right to data portability).

To exercise the above rights, you can contact PWG's Data Controller at the following e-mail address: [s.vitali@pwgsrl.com](mailto:s.vitali@pwgsrl.com)  
The Data Controller is PWG, whose contact details and company data are those indicated in the Contract.

## 22 APPLICATION OF RESTRICTIVE MEASURES AGAINST THE RUSSIAN FEDERATION, BELARUS AND REGIONS OF UKRAINE CONTROLLED BY SELF-PROCLAIMED INDEPENDENT REPUBLICS.

The Supplier declares that it is aware of and complies with the provisions of the EU Regulations that provide for "restrictive measures" in relation to the serious situation in Ukraine, including (but not limited to) EU Regulation no. 833/2014 as amended, concerning "restrictive measures in consideration of Russia's actions destabilizing the situation in Ukraine".

The Supplier, in particular (and always by way of non-exhaustiveness), declares to be aware of and to comply with the prohibitions referred to:

- a) Council Regulation (EU) No. 2014/833 of 31 July 2014, as subsequently amended;

i. the acquisition, import or transfer to the Union, directly or indirectly, of a series of goods identified therein, whether originating in Russia or exported from Russia;

ii. regarding, among other things, the conclusion and/or continuation of contractual relations with "Russian subjects" pursuant to art. 5k of Regulation (EU) No. 2014/833, introduced by the aforementioned Regulation (EU) No. 2022/576, as subcontractors, suppliers or entities on whose capacities they rely under the Public Procurement Directives, where the value of such relationships exceeds 10% of the value of the contract.

Council Regulation (EC) No. 765/2006 of 18 May 2006 as amended, regarding the purchase, import or transfer to the Union, directly or indirectly, of a series of goods identified therein, if originating in Belarus or exported from Belarus.

The Supplier also undertakes to fully and punctually implement any further regulatory provisions that, on the subject of "restrictive measures", may be issued during the execution of this contractual relationship.

In the event of violations of the provisions of this article and in particular of the paragraphs agreed above, the Client reserves the right to terminate this Contract pursuant to art. 1456 of the Italian Civil Code.

## 23. APPLICABLE LAW AND JURISDICTION

The Contract, as well as the rights and obligations of the Parties deriving from it, are governed by Italian law even if the Supplier is based abroad.

The Court of Bologna shall have exclusive jurisdiction over all disputes that may arise between the Parties in relation to this Agreement.

Castello D'Argile, Bologna, ..... 2025

Signature.....

PURSUANT TO ART. 1341 ET SEQ. OF THE ITALIAN CIVIL CODE, THE SUPPLIER DECLARES TO HAVE READ AND ACCEPTED THE GENERAL CONDITIONS AND, IN PARTICULAR, THE FOLLOWING CLAUSES: ART. 1. (SCOPE OF APPLICATION), ART. 2 (ACCEPTANCE OF THE ORDER), ART. 4 (CONSIDERATION), ART.5 (INVOICING AND PAYMENT TERMS), ART.6 (PLACE, TERMS AND METHODS OF DELIVERY OF THE SUPPLY), ART. 7. (CONTROL OF SUPPLY), ARTICLE 8 (SUPPLIER'S GUARANTEE), ARTICLE 9 (SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES), ARTICLE 10 (PROHIBITION OF SUBCONTRACTING), ARTICLE 11 (PROHIBITION OF ASSIGNMENT OF CONTRACT AND CREDIT), ARTICLE 12 (FORCE MAJEURE), ARTICLE 13 (INDUSTRIAL PROPERTY RIGHTS), ARTICLE 14 (ANTI-CORRUPTION OBLIGATIONS), ARTICLE 15 (ADMINISTRATIVE LIABILITY OF ENTITIES), ARTICLE 16 (OBLIGATION OF CONFIDENTIALITY), ARTICLE 17 (CORPORATE INFORMATION AND INDEPENDENCE OF PWG ENTITIES), ARTICLE 18 (WITHDRAWAL), ARTICLE 19 (TERMINATION), ARTICLE 20 (PROTECTION OF PERSONAL DATA), ARTICLE 22 (APPLICATION OF RESTRICTIVE MEASURES AGAINST THE RUSSIAN FEDERATION, BELARUS AND THE REGIONS OF UKRAINE CONTROLLED BY SELF-PROCLAIMED INDEPENDENT REPUBLICS), ARTICLE 23 (APPLICABLE LAW AND JURISDICTION).

Castello D'Argile, Bologna, ..... 2025

By express acceptance .....