



PWG Srl - Single-member company

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GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

1. SCOPE

PWG S.r.l. - with registered office 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, registered in the Bologna Companies Register under number REA BO-474108.

The present general terms and conditions of contract (hereinafter the "General Terms and Conditions" and/or also only "GTC"), already present on the website of PWG S.r.l. at www.pwgsrl.com, are of immediate knowledge and accessibility to third parties and in particular to the Supplier, through the link shown in this section. These GTC shall regulate the relations between the Supplier (as defined in the Order) and the Company (PWG), unless the obligatory relations between the Customer and the Supplier have already been regulated by a framework agreement, which shall be and remain the exclusive source of negotiation in the relations between the parties. **Customer** (as defined in the Order, hereinafter referred to as "PWG Srl - Società con Socio Unico, or even just PWG") relating to the supply of goods (hereinafter referred to as the "Supply") by the Supplier in favour of PWG (PWG and the Supplier, hereinafter jointly referred to as the "Parties").

These General Terms and 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 with it, constitute the only contract governing the relations between the Parties (hereinafter the 'Contract'), which therefore fully replaces any other and different agreements previously signed between the Parties. These General Terms and Conditions shall be deemed to be known and accepted, also pursuant to Articles 1341 and 1342 of the Civil Code, with the mere acceptance of the Order received and the execution thereof. If, for any reason, these GTC have not been received by the Supplier, they shall nevertheless be deemed to have been acknowledged and accepted by the Supplier, as they are published on the PWG S.r.l. website at the following address:www.pwgsrl.com;

Any amendment to the Contract must be recorded in a document 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 derogated from by the Parties. In the event of a conflict between the documents 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 Terms and Conditions, the Supplier expressly renounces the application of its own general and/or particular conditions, even if previously sent and/or referred to, which shall therefore be deemed to have no effect between the Parties.

2. ACCEPTANCE OF ORDER

The Order shall become binding on the Parties once it has been accepted by the Supplier by written notice to be sent to PWG, in accordance with the provisions of Article 3 below, within the term indicated in the Order itself and, in any event, not later than 5 calendar days. Upon expiry of this period, the Order shall be deemed revoked/cancelled. If no deadline for acceptance is specified, the Order may be revoked at any time by PWG.

By accepting the Order, the Supplier undertakes to perform the Supply in accordance with the terms of the Contract.

Any requests for changes following the acceptance of the Order must be notified by the Supplier to PWG in writing, in any case, before the start of execution of the Contract; in order for the aforesaid changes to be really effective and binding for PWG, the latter must have signed a written acceptance of the same, otherwise they will be completely ineffective and unenforceable against the Customer. In the event that the execution of the Contract takes place before the acceptance of the changes by PWG, the Contract shall be deemed to have been concluded under these conditions.

3. COMMUNICATIONS

Communications between the Parties shall be made in writing to the correspondence addresses and in the manner specified in the Order. The Parties undertake to promptly report any changes.

4. FEE

The fee for the Supply and Installation covered by the Contract is the amount indicated in the Order under 'Total Order' (hereinafter the 'Fee').

The Fee is all-inclusive and includes every element, expense, charge and everything necessary for the proper performance of the Contract

by the Supplier, including the costs of complying with legal requirements regarding health and safety in the workplace, where applicable, which will be expressly communicated by and at the expense of the Supplier and included in the Order.

5. INVOICING 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 expenditure will be charged.

The invoice shall contain the purchase order number sent by PWG. PWG shall be authorised to reject invoices indicating an earlier date than the date of the order. In that case, such invoices shall be cancelled by the Supplier by issuing credit notes 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 in accordance with the payment terms specified in the Order.

The Supplier is obliged to promptly notify PWG of any changes in its personal and fiscal data, such as but not limited to VAT number, address, and company name. Failure to communicate the aforementioned data shall result in the suspension of payment of the invoice containing data that is not up-to-date with respect to the data communicated to PWG.

PWG is also authorised, upon signing and/or tacit acceptance of these GTC, to directly offset the agreed price for the Supplies against the disputed amounts in respect of penalties (Article 6) and any additional costs incurred (Article 7).

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

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

The delivery terms for 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 acknowledged 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 shall be required to indicate to PWG the new expected delivery and/or Installation terms. In such a case, PWG shall have the right to accept the change in 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 can be compensated, having the Supplier given its authorisation, by PWG with the price and/or part thereof of the Supply; acceptance must be communicated in writing, or it must be communicated that it wishes to avail itself of the legal termination of the Contract for non-fulfilment by the Supplier, subject to the right to claim for damages.

Products must be delivered by the Supplier taking all appropriate measures to ensure the proper transport and storage of materials without compromising their integrity or ability to fulfil their function. In the event that PWG, at its sole discretion, withholds the non-compliant supply, or part of it, in order to adapt it to the production cycle, it will be entitled to ask the Supplier to pay a penalty that, 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 obliged to pay the indemnity upon the simple request of PWG; however, this is without prejudice to PWG's right to claim from the Supplier compensation for any greater damage, including that from PWG's Customers in the event of delay, termination, or claim for damages for the defects caused and related to this non-fulfilment.

In any case, the Supplier shall be held solely liable for all consequences resulting from the delayed delivery of the Supply. Unless otherwise agreed in writing, the packaging of the goods is considered disposable; in any case, the packaging must be appropriate for the material supplied and the means of transport used.

In the performance of the Contract, the Supplier undertakes to: a) comply with the provisions of the law and observe all regulations, standards and requirements of the competent authorities, including European authorities, applicable to the Contract. In particular, the Supplier undertakes to supply the Customer only with Products that comply with current legislation, undertaking to comply with all 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 Products outside the European Union, that all Products comply with applicable European regulations and directives, both general, including those concerning health and accident prevention of workers, and specific, related to the components used;

(c) keep itself constantly informed of any amendments, issuance of new measures supplementing, replacing existing directives;

d) to be liable for the exact fulfilment of its legal, tax and contractual obligations, also towards its suppliers and subcontractors, if any.

7. SUPPLY CONTROL

The goods to be supplied must comply with the specifications set out in the Order by PWG, which reserves the right to carry out a quantitative and qualitative check on the goods to be supplied. The Supply shall only be considered definitively accepted after PWG has carried out a successful check.

If the checks are unsuccessful, the Supply will be rejected or returned at the Supplier's expense and any installation and uninstallation costs (PWG employees, travel expenses, etc.) incurred by PWG will be borne exclusively by the Supplier, without the latter being entitled to payment of the Fee or any amount for any reason, including compensation, except for the right to compensation for damages in favour of PWG.

If the Products are found to be defective and/or do not correspond to what has been ordered even with respect to any technical specifications of PWG S.r.l., the Supplier shall promptly remedy the situation by repairing/replacing the Product. In the event of non-conforming Products, PWG S.r.l., at its sole discretion, shall also be entitled to: (a) adapt the non-conforming Products with additional machining at the Supplier's care and expense (b) cancel the order by simply notifying the Supplier in writing, (c) reject the individual Products or their components, or the whole lot to which they belong without requesting their replacement; in any case, PWG S.r.l. shall have the right to terminate the Supply Contract in the event of non-acceptance of the Products due to their non-conformity with the order and no amount shall be due to the Supplier for any reason whatsoever

8. SUPPLIER'S WARRANTY

The Supplier undertakes to provide PWG with a warranty for discrepancies and defects in the Supply and Installation for a period of two years from the date of acceptance thereof.

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

As an alternative to the foregoing, PWG shall be entitled to demand that the Fee be proportionately reduced, without prejudice to compensation for damages in the event of fault on the part of the Supplier.

It is understood that if the non-conformities or defects of the goods supplied are such as to render them totally unsuitable for their intended purpose, PWG shall be entitled to terminate the Contract, with the right to claim not only the penalties contractually provided for in Article 6, but also the greater damages suffered.

9. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

The Supplier declares that it is aware of and agrees with the United Nations' ethical principles on human and labour rights.

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

Any breach of these ethical principles shall be considered a breach of contract and shall therefore entitle PWG to terminate the contractual relationship with the Supplier pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to PWG's right to compensation for any damages suffered as a result of such breach.

In performing the Contract, the Supplier shall employ suitably qualified and/or specialised personnel (hereinafter referred to as the 'Workers') with whom it has an employment and/or collaboration relationship in compliance with current legislation and internationally recognised ethical principles regarding human and workers' rights.

The Workers will be solely and exclusively dependent on the Supplier with the exclusion of any power of direction, discipline and control 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 whatsoever, by said Workers or by third parties, by reason of the failure to comply with the

provisions of this article or in any case in relation to the performance of the obligations under the Contract.

The Supplier in respect of the Workers undertakes to:

- comply with the obligations arising from current laws and regulations on labour law, social security, insurance, health and safety in the workplace and accidents, assuming all related costs;
- adopt health and safety measures aimed at the prevention of occupational risks, with particular reference to the regulations of Legislative Decree no. 81/2008, and enforce these measures on Workers;
- apply to the Workers regulatory and remuneration conditions not inferior to those resulting from the collective labour agreements applicable to the relevant category;
- pay the Workers all remuneration, tax, insurance, social security and contribution treatments applicable to the employment relationship.

The Supplier, at the request of PWG and within the deadline indicated by the latter, undertakes to produce all documentation proving compliance with the obligations set out in this article, as well as documentation certifying that the Workers employed have been reported to the relevant social security institutions and that social security and insurance contributions have been paid.

In any event, together with each invoice, the Supplier undertakes, as a necessary condition for the payment of the invoices issued, to provide PWG with copies of the following documents:

- D.U.R.C. Certificate of Social Security Compliance (Documento Unico di Regolarità Contributiva), for the verification and acquisition of which the Supplier grants express authorisation to PWG, so that the latter may, autonomously and independently, pursuant to Article 1 of the Interministerial Decree of 30/01/2015 - Ministry of Labour and Social Policies, published in the Official Gazette no. 125 of 01.06.2015, to consult and download the relevant document from the INPS 'DURC-Online' website, in order to verify the suitability/regularity of the 'DURC' document sent by the Supplier, this authorisation/proxy also being valid as an express manifestation of consent to consultation and download;
- self-certification regarding the regular payment of salaries and any other remuneration to its employees.

The Parties declare that they are familiar with the regulations set forth in Article 17-bis of Legislative Decree No. 241/1997 as introduced by Legislative Decree 124/2019 converted, with amendments, by Law 157/2019 on the subject of combating the omitted or insufficient payment, including by means of undue compensation, of withholding taxes, within the scope of contracts, subcontracts, entrusting to consortium entities or negotiated relationships however denominated characterised by the prevalent use of labour at the principal's places of business and with the use of instrumental goods owned by the latter or traceable 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 provisions referred to in the preceding section are met, upon acceptance of the Order, the Supplier shall also provide PWG with a valid Single Tax Compliance Certificate (known as D.U.R.F.).

In the event that the D.U.R.F. is not available, the Supplier undertakes to transmit to PWG, within 5 working days following the due date of the payment referred to in Article 18, paragraph 1, of Legislative Decree 241 of 1997, the following documents:

- a copy of the payment proxies relating to the payment of the 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, withheld by the Supplier from the Employees directly employed in the performance of the Contract;
- a list of the names of all Workers, identified by their tax code, employed in the previous month directly in the execution of the work or services entrusted by PWG, with details of the hours worked by each recipient in the execution of the work or service entrusted, the amount of remuneration paid to the worker in connection with such work and details of the tax deductions made in the previous month in respect of that worker, with separate indication of those relating to the work entrusted by PWG.

PWG reserves the right to suspend payment of the Fee up to 20% of the same, or for an amount equal to the amount of unpaid withholdings compared to the data resulting from the documentation transmitted, if the Supplier has not delivered the D.U.R.F. or has not complied with the obligation to transmit the payment authorisations referred to in point a) and the information relating to the Workers employed referred to in point b) above, or if there is an omitted or insufficient payment of tax withholdings with respect to the data resulting from the documentation transmitted.

Without prejudice to the foregoing, the Supplier undertakes to hold PWG harmless and indemnified against any liability, whether judicial or extrajudicial, that is related to the Contract or that arises from the acts or omissions of the Supplier and/or the Workers and/or any subcontractors.

In the event of non-performance by the Supplier of its obligations under this Article, however ascertained, PWG shall be entitled to terminate the Contract by right pursuant to Article 1456 of the Civil Code.

10. PROHIBITION OF SUBCONTRACTING

The Supplier shall perform the Contract through its own business. The Supplier is expressly forbidden to subcontract the performance of the Contract to third parties, unless expressly authorised in writing by PWG. In such a case, the Supplier shall be liable to PWG in respect of the services performed by the subcontractor.

In the event of non-performance by the Supplier of its obligations under this Article, however ascertained, PWG shall be entitled to terminate the Contract by right pursuant to Article 1456 of the Civil Code.

11. PROHIBITION ON TRANSFER OF THE CONTRACT AND CREDIT

The Supplier is expressly prohibited from assigning the Contract, even in part, to third parties, except with the express prior written consent of PWG.

The Supplier is also expressly forbidden to assign the claim arising from the Contract, except with the express prior written consent of PWG.

12. FORCE MAJEURE

The Parties shall not be liable for non-performance or delayed performance of the obligations of either Party 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 Authorities or otherwise unforeseen and unforeseeable circumstances beyond the control of the Parties (hereinafter "Force Majeure").

If a Force Majeure event occurs that causes a delay with respect to the terms of performance of the Contract, the Supplier shall promptly notify PWG in writing. PWG may give notice of its intention to terminate the Contract if its interest in obtaining the Supply and Installation ceases to exist, pursuant to Article 1256 of the Civil Code. Otherwise, the Supplier shall be obliged to take immediate action to perform the services covered by the Contract as soon as the cause of Force Majeure has ceased to exist.

Without prejudice to the above, it is understood that, in the case of contracts for continuous or periodic performance, if the force majeure event causing the delay or failure to perform the services covered by the Contract continues 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, except for the consideration due for any services already performed.

13. INDUSTRIAL PROPERTY RIGHTS

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

14. ANTI-CORRUPTION COMPLIANCE

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

The Supplier undertakes to ensure that its partners 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 set out in this article, and also undertakes to notify PWG, promptly and in writing, of any event or circumstance as a result of which the aforementioned obligations are no longer valid and complied with.

In the event of the commencement of any investigation by the judicial authorities or any other supervisory authority aimed at ascertaining the violation of the Anti-Corruption Laws in which the Supplier is involved, PWG shall be entitled to freely withdraw from the Contract, by means of a written notice to be sent by registered letter with return receipt, or equivalent communication, with a notice period of 15 (fifteen) days, without being obliged to pay the Supplier any amount whatsoever, without prejudice to the consideration due for any services already performed.

The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Civil Code, in the event of a violation of the Anti-Corruption Laws by the Supplier, ascertained definitively by a judicial authority or other supervisory authority.

PWG also reserves the right to amend this Article in the event of changes to Anti-Corruption Laws, notifying the Supplier, who undertakes to accept the changes made in application of this article. PWG reserves the right to conduct audits to verify the Supplier's compliance with its obligations under this Article. The Supplier undertakes to cooperate by making available all documentation and information that will be requested by PWG.

15. ADMINISTRATIVE RESPONSIBILITY OF ENTITIES

"Safeguard Clause 231

PWG s.r.l. declares that it has adopted the Code of Ethics and the Organisational, Management and Control Model pursuant to Legislative Decree no. 231/2001 and requires the Supplier to conform its conduct to the aforesaid regulations, obliging itself, in the performance of its activities, to apply ethical, organisational and management precepts suitable for preventing the commission of the offences envisaged 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 abide by the rules contained in Legislative Decree no. 231/2001 and in the Code of Ethics of PWG s.r.l., which can be found on the website <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code of Ethics provides the set of rules of conduct and values of business ethics and social responsibility that PWG s.r.l. recognises, accepts and shares and whose observance makes it possible to prevent the commission of offences under 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. In this regard, the Supplier explicitly declares that they have read and understood this document and guarantees that their conduct will comply with the instructions 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 uses third parties (suppliers, subcontractors, etc.) to fulfil the provisions of this Contract, it also undertakes to have them sign a similar declaration before employing them.

Breach of the principles and rules contained in the Code of Ethics - including, in particular, those set out in sections: 3.1. (Compliance with regulations), 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. (Fighting Organised Crime), 3.13. (Protection of Industrial Property), 4.1. (Customer relations), 4.2. (Relations with suppliers) 4.3. (Human Resources Management) - is considered to be a serious breach of the

obligations arising from this contract and entitles PWG s.r.l. to terminate the Contract itself pursuant to Article 1456 of the Italian Civil Code, as well as to claim compensation for damages, also of a reputational nature, suffered by the same.

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

The Supplier hereby releases PWG s.r.l. from any penalties or damages that may arise as a result of the Supplier or its employees, collaborators, subcontractors and/or suppliers violating the rules set out in the PWG s.r.l. Model and Code of Ethics.

The Supplier agrees to allow checks to be carried out by PWG s.r.l. company departments, its Supervisory Body or appointed third-party specialists, subject to agreement on the timing and methods of implementation of the checks.

The Supplier undertakes to report to PWG s.r.l. any unlawful conduct and any breach of the Code of Ethics and of the legislation on the liability of legal persons - limited to the profiles affecting the performance of this contract - of which it 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. CONFIDENTIALITY OBLIGATION

The Supplier undertakes, also on behalf of its partners 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, any information, whether relating to PWG or to third parties, as well as any information relating to the Contract, of which it has become aware in the performance of the Contract itself (hereinafter the "Confidential Information"). Confidential Information shall be used by the Supplier to the extent strictly necessary for the performance of the Contract. The Supplier shall not, without the prior written consent of PWG, issue press releases or statements to third parties concerning the existence, subject matter and/or terms of the Contract.

Without limiting the Supplier's liability, PWG may request, and the Supplier undertakes to have signed, a confidentiality agreement, in accordance with the contents of 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 relate to data or information that the Supplier can prove to have been or become public knowledge, not in breach of this obligation of confidentiality or of further obligations of confidentiality 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 comprising the same, is and remains the exclusive property of PWG. The Supplier undertakes to return to PWG its property at the expiry or termination of the Contract or at an earlier time 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 Contract is not subject to any restrictions on use or disclosure and that its transmission to PWG does not infringe any third-party rights.

17. CORPORATE INFORMATION AND INDEPENDENCE OF PWG ENTITIES

The Supplier warrants 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 as soon as they become known. In the event that PWG notifies the Supplier that it has found and/or identified circumstances that could compromise the independence of an entity belonging to the PWG network in accordance with the rules, regulations and principles applicable in this case and related to the subjective situation of the Supplier and its partners 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 notice to be formalised by registered letter or certified email, without this giving rise to any right to compensation or indemnity in favour of the Supplier and without PWG being required to pay the Supplier any amount for any reason, except for the consideration due for any services already performed.

18. WITHDRAWAL

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

In the event of termination, PWG shall pay the Supplier the consideration due for the services rendered up to the date of termination without being obliged to pay the Supplier any further amount for any reason whatsoever.

19. TERMINATION

The Contract shall be terminated by right, pursuant to and for the purposes of Article 1456 of the Civil Code, not only in the cases already provided for in these General Terms and Conditions, but also in the following cases:

- failure of the Supplier to comply within the time limit communicated by PWG with the requests made by the latter, in the event that the Supply deviates from the provisions of the Contract;
- unjustified abandonment, interruption or suspension by the Supplier of the performance of the Contract;

(c) the death of the Supplier, if a natural person, or a change in the Supplier's capacity to act that prevents, alters or modifies the performance of the Contract;
d) dissolution, transformation, capital reduction or in the event of major changes in the management bodies of the Supplier;
e) a decrease in financial capacity or economic solvency or any legal, economic, financial or other difficulties affecting the regular performance of the Supplier's obligations;
f) performance by the Supplier of acts detrimental to the image of PWG;
g) loss by the Supplier of the requirements necessary for the conclusion and performance of the Contract.
In the foregoing cases, the Contract shall be deemed terminated from the date of the written notice communicated to the Supplier, without prejudice to the right to compensation for damages.

20. PERSONAL DATA PROTECTION

For the establishment and execution of legal relationships governed by the General Terms and Conditions, the Parties shall 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 applicable national legislation, 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 processed data, the type of data, the purposes of the processing, as well as the legal basis on which the processing is legitimately carried out comply with Article 13 of the Regulation (e.g. the categories of recipients of the personal data, the period of data retention, the rights that can be exercised by the data subjects).

For the type of services rendered, the performance of the General Conditions implies, on the part of the Supplier, the processing of personal data pertaining to natural persons whose data are processed by PWG in its capacity as Data Controller within the scope of its business activity: such processing is regulated by the Conditions, whereby the Supplier is designated as Data Processor. The Parties mutually acknowledge that the obligations with regard to the processing of personal data taken as a whole are essential and that their non-fulfilment is grounds for the termination of the General Terms and Conditions as of right.

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 Regulations" means: (i) the EU General Data Protection Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("Regulation"); and (ii) any additional applicable data protection laws, acts having the force of law and/or regulations, including measures issued by the Supervisory Authority where applicable, as well as any codes of conduct. The terms listed below shall have the meaning ascribed to them in this clause and in the Data Protection Regulation:

- 'Personal data': 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 set out in Article 9 of the European Regulation 2016/679 are met; outside 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 concerning health, sex life, sexual orientation;
- 'Data subject': 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 has relations in various capacities;
- 'Data controller': PWG and the Provider who, individually 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 determined by Union or Member State law;
- 'Processor': the natural or legal person, public authority, service or other body that processes personal data on behalf of the controller;
- 'Processing': any operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, 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 shall fulfil the obligations of the data controller under the Data Protection Regulations in relation to the personal data respectively processed by each under the Contract.
- PWG undertakes to transmit personal data to the Supplier lawfully, in accordance with the provisions of the Data Protection Act, for the purposes described herein. The Supplier undertakes to indemnify and hold PWG indemnified against any claims made by interested parties in relation to any breach of this clause by the Supplier.

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

The Supplier shall process personal data as reasonably necessary for the performance of the Contract, the fulfilment of its obligations under laws, regulations and/or notices from competent authorities or for other appropriate internal purposes (also in connection with administrative or quality control profiles).

The Supplier may not disclose personal data to third parties, except to the competent authorities, nor may he pass on personal data to any sub-contractors, unless authorised to do so in advance by PWG in writing.

The Parties agree that, in the event of the collection of data concerning the data subject, they undertake to provide the data

subject with the information specified in Article 13 of European Regulation 2016/679 at the time when they obtain the personal data.

21. INFORMATION NOTICE PURSUANT TO ARTICLE 13 OF 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 course of the negotiation negotiations, the drafting of this document and the execution and management of the relationship established.

This data will be processed by electronic and non-electronic means, and will be kept for the time necessary to perform the contractual services, in addition to the further period required by law to comply with civil, tax and fiscal obligations in force.

The data will be processed for the following purposes:

(a) compliance with legal and regulatory obligations (including obligations arising from the application of anti-money laundering legislation);

(b) performance 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 data may become aware of the data: invoicing, accounting, administrative services, anti-money laundering, anti-corruption and independence verification officers.

PWG informs you that the communication of data for the fulfilment of purposes (a) and (b) is necessary insofar as it is strictly functional for the performance of the envisaged Activities and the fulfilment of legal and regulatory obligations; without it, it will not be possible to perform the fulfilments related to the contractual services and/or fulfil 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 set by law or regulations;

2) third parties which PWG uses for the performance of contractual and legal obligations (such as banks, credit institutions, insurance companies, companies managing administrative services, carriers, forwarding agents, accounting, legal, tax consultants);

3) parties delegated and/or commissioned by PWG to perform the activities or part of the activities related to the provision of the contractual service;

4) Companies of the PWG network, for the performance of activities of internal administration, instrumental to, connected with or in support of those of PWG. In such cases, PWG guarantees that data will be transferred to third countries deemed appropriate on the basis of a decision of the European Commission; failing that, it ensures the existence of adequate safeguards for the transfer, including standard contractual clauses or standard data protection clauses.

The data is communicated to third parties after they have been appropriately designated as Data Processors or, in other cases, following recognition of independent Data Control.

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

- access to the content of their data (right of access);
- update, amend and/or correct their personal data (right of rectification);

- request the deletion or restriction of data processed in breach of the law, including data whose retention is not necessary for the purposes for which the data were collected or otherwise processed (right to be forgotten and right to restriction);

- object to the processing (right to object);

- revoke consent, where given, without prejudice to the lawfulness of the processing based on the consent given before revocation;

- lodge a complaint with the Supervisory Authority or appeal before the Judicial Authority in the event of a breach of the rules 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 may contact PWG's Data Controller

at the following e-mail address: s.vitali@pwgsrl.com •

The data controller is PWG, whose contact details and corporate data are those indicated in the Contract.

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

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

The Supplier, in particular (and again without limitation), declares that it is aware of and complies with the prohibitions set out in:

(a) Council Regulation (EU) No 2014/833 of 31 July 2014, as amended:

i. in respect of the purchase, importation or transfer to the Union, directly or indirectly, of a series of goods identified therein, if originating in Russia or exported from Russia;

ii. with regard, inter alia, to the conclusion and/or continuation of contractual relationships with "Russian entities" within the meaning of Article 5k of Regulation (EU) No 2014/833, introduced by the aforementioned Regulation (EU) No 2022/576, as subcontractors, suppliers or entities on whose capacities reliance is placed pursuant to 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, with respect to the purchase, import or transfer in the Union, directly or indirectly, of a number 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 on "restrictive measures" that may be issued in the course of the performance of this contractual relationship.

In the event of any breach of the provisions of this Article and in particular of the above-mentioned paragraphs, the Customer

reserves the right to terminate this Contract pursuant to Article 1456 of the Civil Code.

23. APPLICABLE LAW AND JURISDICTION

The Contract, and the rights and obligations of the Parties arising therefrom, are governed by Italian law even if the Supplier is based abroad.

The Court of Bologna shall have exclusive jurisdiction over all disputes arising between the Parties in connection with this Contract.

Castello D'Argile, Bologna, 2025

Signature.....

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

Castello D'Argile, Bologna, 2025

By Express Acceptance