



PWG Srl - Single-Member Company

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GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS

1. SCOPE OF APPLICATION

PWG S.r.l., with registered and operating office at via E. Mattei, 8-40050 Castello D'Argile -BO-, share capital EUR 1,000,000.00 (one million/00), tax code and VAT number 02873661207, registered with the BOLOGNA Companies Register under REA No. BO-474108.

These general terms and conditions of contract (the "General Conditions" and/or "GCC"), already published on PWG S.r.l.'s website at www.pwgsrl.com, are immediately available and accessible to third parties, particularly the Supplier, through the link in this paragraph. These GCC shall govern the relationship between the Supplier (as defined in the Order) and the Company (PWG), unless the obligations between the Purchaser and the Supplier are already governed by a framework agreement, which shall constitute the exclusive contractual basis of their relationship.

The Purchaser (as defined in the Order, hereinafter "PWG Srl - Single-Member Company", or simply "PWG") in relation to the supply of goods (the "Supply") by the Supplier to PWG (PWG and the Supplier together, the "Parties").

These General Conditions, together with the Order, its annexes and the documentation containing specific provisions concerning the Supply, form an integral and substantive part of the Order and together constitute the sole contract governing the Parties' relationship (the "Contract"), fully replacing any other or different contractual agreements previously signed by the Parties. These General Conditions shall be deemed known and accepted, including for the purposes of Articles 1341 and 1342 of the Italian Civil Code, merely by acceptance and performance of the Order received. If, for any reason, the Supplier has not received these GCC, they shall nevertheless be deemed known and accepted, as they are published at www.pwgsrl.com.

Any amendment to the Contract must be set out in a document signed by both Parties.

In the event of conflict between these General Conditions and the Order, the former shall prevail unless expressly derogated from by the Parties. In the event of conflict between documentation containing specific provisions concerning the Supply and/or Installation, the annexes and the Order, the Order shall prevail.

By accepting these General Conditions, including tacitly, the Supplier expressly waives application of its own general and/or special conditions, even if previously sent and/or referred to, which shall therefore have no effect between the Parties.

2. ACCEPTANCE OF THE ORDER

The Order shall become binding on the Parties when accepted by the Supplier by written notice sent to PWG in accordance with Article 3 below, within the period stated in the Order and in any event within 5 calendar days. After that period, the Order shall be deemed revoked/expired. If no acceptance period is stated, PWG may revoke the Order at any time.

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

The Supplier must notify PWG in writing of any requested amendments following acceptance of the Order, in any event before performance of the Contract begins. Such amendments shall be effective and binding on PWG only if PWG has signed a specific written acceptance; otherwise they shall be wholly ineffective and unenforceable against the Purchaser. If performance begins before PWG accepts the amendments, the Contract shall be deemed concluded on these conditions.

3. COMMUNICATIONS

Communications between the Parties must be made in writing to the correspondence addresses and by the methods stated in the Order. The Parties undertake to notify any changes promptly.

4. CONTRACT PRICE

The price for the Supply and Installation covered by the Contract is the amount stated in the Order under "Order Total" (the "Price").

The Price is all-inclusive and includes every item, expense, charge and everything necessary for proper performance of the Contract by the Supplier, including, where applicable, the costs of compliance with workplace health and safety requirements, which shall be expressly communicated by and at the Supplier's expense and included in the Order.

5. INVOICING AND PAYMENT TERMS

The Supplier must state on the invoice the name of the person requesting the goods and the Job/Project code (where applicable) to which the expense is to be allocated.

The invoice must state the purchase order number sent by PWG. PWG may reject invoices dated before the Order. The Supplier must cancel such invoices by issuing a credit note and replace them with correctly dated invoices.

PWG shall pay by bank transfer or bank collection receipt into the Supplier's bank account within the payment terms stated in the Order.

The Supplier must promptly notify PWG of any change in its identification and tax details, including, by way of example, VAT number, address and company name. Failure to notify these details shall result in suspension of payment of any invoice containing details not updated in relation to those notified to PWG.

By signature and/or tacit acceptance of these GCC, PWG is also authorised to set off the agreed Supply price directly against amounts claimed as penalties (Article 6) and any additional costs incurred (Article 7).

6. PLACE, TIME AND METHOD OF DELIVERY OF THE SUPPLY

The Supply covered by the Contract must be delivered/performed by and at the expense of the Supplier at the address and locations specified by PWG in the Order.

The Supply delivery dates stated by PWG in the Order are essential within the meaning of Article 1457 of the Italian Civil Code and are expressly known and accepted by the Supplier.

Any delivery delays foreseeable by the Supplier must be promptly notified in writing to PWG's Purchasing Department, stating the expected revised delivery and/or Installation dates. PWG may accept a revised Supply delivery date, requesting, where the delivery period exceeds three working days, a daily penalty of 3% of the Order value, which PWG may set off against all or part of the Supply price with the Supplier's express authorisation. Acceptance must be notified in writing; alternatively, PWG shall notify its intention to invoke automatic termination of the Contract for the Supplier's breach, reserving the right to seek damages.

The Supplier must deliver products using all measures necessary to ensure proper transport and storage of materials without compromising their integrity or ability to perform their function. If PWG, at its sole discretion, retains all or part of a non-conforming Supply to adapt it to its production process, it may require the Supplier to pay a penalty which, regardless of the problems arising, shall be EUR 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 pay this amount upon PWG's simple request. PWG retains the right to claim compensation for greater damage, including claims by PWG customers for delay, termination or defects caused by and connected with this breach.

The Supplier shall in all cases be solely responsible for every consequence of delayed delivery of the Supply.

Packaging is non-returnable unless otherwise agreed in writing and must in all cases be appropriate for the materials supplied and the transport used.

In performing the Contract, the Supplier undertakes to:

a) comply with legislation and all regulations, standards and requirements of the competent authorities, including European authorities, applicable to the Contract; in particular, supply the Purchaser only with Products compliant with current legislation, observing all requirements concerning substances regulated and/or prohibited by the European Union, particularly Regulation 2006/1907/EC (REACH);

b) guarantee, under its sole responsibility, where it manufactures or markets Products outside the European Union, that all Products comply with current European legislation and directives, both general, including workers' health and accident prevention, and specific, concerning the components used;

c) remain continuously informed of amendments and new measures supplementing or replacing existing directives;

d) be responsible for proper performance of its legal, tax and contractual obligations, including towards any suppliers and subcontractors.

7. INSPECTION OF THE SUPPLY

The goods supplied must conform to PWG's specific requirements in the Order. PWG reserves the right to inspect their quantity and quality, and the Supply shall be finally accepted only after successful completion of PWG's checks.

If the checks fail, the Supply shall be rejected or returned at the Supplier's expense. Any installation and removal costs incurred by PWG (PWG employees, travel expenses, etc.) shall be borne exclusively by the Supplier, which shall have no right to the Price or any other amount on any grounds, including compensation, without prejudice to PWG's right to damages.

If Products are found defective and/or inconsistent with the Order, including any PWG S.r.l. technical specifications, the Supplier must promptly remedy the matter by repairing/replacing the Product. For non-conforming Products, PWG S.r.l. may also, at its sole discretion: (a) adapt them through additional work carried out by and at the expense of the Supplier; (b) cancel the Order by simple written notice to the Supplier; (c) reject individual Products or components, or their entire batch, without requesting replacement. In all cases PWG S.r.l. retains its right to terminate the Supply Contract if Products are not accepted because they do not conform to the Order, and no amount shall be due to the Supplier on any grounds.

8. SUPPLIER'S WARRANTY

The Supplier shall warrant the Supply and Installation against non-conformities and defects for two years from their acceptance.

During the warranty period, the Supplier shall, at its own expense and responsibility, perform all work necessary to eliminate non-conformities and defects and restore proper functioning of the Supply.

Alternatively, PWG may request a proportionate reduction in the Price, without prejudice to damages where the Supplier is at fault.

If non-conformities or defects render the goods wholly unfit for their intended purpose, PWG may seek termination of the Contract and claim, in addition to the contractual penalties under Article 6, compensation for further damage suffered.

9. SUPPLIER'S OBLIGATIONS AND LIABILITY

The Supplier declares that it knows and shares the ethical principles established by the United Nations concerning human and workers' rights. It undertakes to refrain from conduct contrary to them in performing its obligations to PWG under the Contract.

Any breach of those ethical principles is a contractual breach entitling PWG to terminate the relationship with the Supplier under Article 1456 of the Italian Civil Code, without prejudice to compensation for any resulting damage suffered by PWG.

In performing the Contract, the Supplier must use suitably qualified and/or specialised personnel (the "Workers") with whom it has an employment and/or collaboration relationship compliant with current legislation and internationally established ethical principles concerning human and workers' rights.

The Workers shall report solely and exclusively to the Supplier, and PWG shall have no managerial, disciplinary or supervisory authority over them.

The Supplier is and remains directly and exclusively responsible for the Workers and shall indemnify and hold PWG harmless against any claim, on any grounds, by those Workers or third parties arising from non-compliance with this Article or otherwise relating to performance of the contractual obligations.

In relation to the Workers, the Supplier undertakes to:

- fulfil obligations under current employment, social security, insurance, workplace health and safety and accident-prevention legislation and regulations, bearing all related costs;
- adopt occupational risk prevention measures, particularly under Legislative Decree 81/2008, and ensure that the Workers apply them;
- apply employment and remuneration conditions no less favourable than those under collective agreements applicable to the relevant category;
- pay all remuneration, taxes, insurance, social security and contributions applicable to their employment.

At PWG's request and within its stated deadline, the Supplier shall produce all documents proving compliance with this Article and registration of the Workers with the competent social security bodies and payment of social security and insurance contributions.

In all cases, as a necessary condition for payment, the Supplier shall provide PWG with each invoice copies of:

- a valid D.U.R.C. (Single Certificate of Social Security Compliance). The Supplier expressly authorises PWG to verify and obtain it independently under Article 1 of the Interministerial Decree of 30/01/2015, Ministry of Labour and Social Policies, published in Official Gazette No. 125 of 01.06.2015, by viewing and downloading the relevant document from the INPS "DURC-Online" website, to verify the suitability/validity of the D.U.R.C. supplied. This authorisation also constitutes express consent to consultation and downloading;
- a self-declaration of regular payment of wages and all other economic entitlements to its employees.

The Parties acknowledge Article 17-bis of Legislative Decree 241/1997, introduced by Decree-Law 124/2019, converted with amendments by Law 157/2019, concerning prevention of omitted or insufficient payment of withholding taxes, including through improper set-off, under contracts, subcontracts, assignments to consortium members or other arrangements, however named, predominantly using labour at the purchaser's premises and equipment owned by or otherwise attributable to the purchaser, with a total value exceeding EUR 200,000.00 (two hundred thousand/00).

Where the conditions for application of that legislation are met, the Supplier must also provide PWG with a valid D.U.R.F. (Single Certificate of Tax Compliance) when accepting the Order.

If no D.U.R.F. is available, within 5 working days after the payment deadline under Article 18(1) of Legislative Decree 241/1997, the Supplier shall send PWG:

- copies of payment forms for withholding taxes under Articles 23 and 24 of Presidential Decree 600/1973, Article 50(4) of Legislative Decree 446/1997 and Article 11(5) of Legislative Decree 360/1998, withheld from Workers directly engaged in performing the Contract;
- a list of all Workers, identified by tax code, directly engaged during the preceding month in the work or services entrusted by PWG, detailing each worker's hours on that work or service, remuneration relating to that performance and withholding taxes applied in the preceding month, separately identifying those relating to the work entrusted by PWG.

PWG may suspend payment of up to 20% of the Price, or an amount equal to unpaid withholding taxes shown in the documents supplied, if the Supplier has neither provided the D.U.R.F. nor supplied the payment forms in (a) and Worker information in (b), or if the documentation shows omitted or insufficient payment of withholding taxes.

Without prejudice to the above, the Supplier shall indemnify and hold PWG harmless against any judicial or extrajudicial liability relating to the Contract or resulting from acts or omissions of the Supplier, Workers and/or subcontractors.

If the Supplier breaches any obligation under this Article, however established, PWG may terminate the Contract automatically under Article 1456 of the Italian Civil Code.

10. PROHIBITION OF SUBCONTRACTING

The Supplier must perform the Contract through its own business. It is expressly prohibited from subcontracting performance to third parties without PWG's express written authorisation. If authorised, the Supplier remains liable to PWG for the subcontractor's performance.

Any breach of this Article, however established, entitles PWG to terminate the Contract automatically under Article 1456 of the Italian Civil Code.

11. PROHIBITION OF ASSIGNMENT OF THE CONTRACT AND RECEIVABLES

The Supplier is expressly prohibited from assigning all or part of the Contract to third parties without PWG's prior express written consent.

The Supplier is likewise expressly prohibited from assigning receivables arising from the Contract without PWG's prior express written consent.

12. FORCE MAJEURE

The Parties shall not be liable for non-performance or delayed performance of either Party's obligations caused by force majeure, including, without limitation, earthquakes, fires, epidemics, floods, wars, general strikes, public authority orders or unforeseen and unforeseeable circumstances beyond the Parties' control ("Force Majeure").

If Force Majeure delays performance of the Contract, the Supplier must promptly notify PWG in writing. PWG may state its intention to terminate the Contract under Article 1256 of the Italian Civil Code if its interest in obtaining the Supply and Installation has ceased. Otherwise, the Supplier must immediately resume contractual performance as soon as the Force Majeure event ceases.

Without prejudice to the above, for contracts of continuous or periodic performance, if the Force Majeure event causing delay or non-performance continues for more than one quarter of the Contract's duration, PWG may withdraw from the Contract without owing the Supplier any amount on any grounds, other than payment for any performance already completed.

13. INDUSTRIAL PROPERTY RIGHTS

All partial, final, consequential and resulting work and deliverables arising from the Supplier's activities under Supply Contracts performed to PWG's technical specifications shall belong exclusively to PWG, together with all associated intellectual property rights, without limitation of time or territory, and shall not entitle the Supplier to any payment additional to that agreed in the Supply Contract.

14. ANTI-CORRUPTION COMPLIANCE

Under the Contract, the Supplier undertakes, for itself and anyone acting in its name or on its behalf in any capacity, to comply with Italian anti-corruption legislation and regulations applicable to the Parties.

The Supplier shall ensure that its shareholders, owners, managers, employees, agents and anyone otherwise acting in its name or on its behalf understand and comply with this Article. It shall promptly notify PWG in writing of any event or circumstance causing those obligations no longer to be valid or observed.

If any judicial or supervisory authority commences an investigation involving the Supplier into a breach of Anti-Corruption Laws, PWG may freely withdraw from the Contract by written notice sent by registered letter with acknowledgement of receipt or equivalent communication, on 15 (fifteen) days' notice, without owing any amount on any grounds other than payment for performance already completed.

The Contract shall terminate under Article 1456 of the Italian Civil Code if a judicial or supervisory authority finally establishes the Supplier's breach of Anti-Corruption Laws.

PWG also reserves the right to reword this Article if Anti-Corruption Laws change, notifying the Supplier, which undertakes to accept amendments made under this Article.

PWG may carry out audits to verify the Supplier's compliance. The Supplier shall cooperate and provide all documents and information requested by PWG.

15. ADMINISTRATIVE LIABILITY OF ENTITIES

"231 safeguard clause"

PWG s.r.l. declares that it has adopted a Code of Ethics and an Organisation, Management and Control Model under Legislative Decree 231/2001. It requires the Supplier to comply with that legislation and, in its activities, to apply ethical, organisational and management rules capable of preventing the offences covered by that Decree.

In its dealings with PWG s.r.l., the Supplier undertakes, also for its employees and collaborators, to comply strictly with Legislative Decree 231/2001 and PWG's Code of Ethics, available at <http://www.pwgsrl.com/it/index.php> under COMPLIANCE. The Code sets out the conduct rules and corporate ethics and social responsibility values recognised, accepted and shared by PWG, compliance with which prevents offences under that Decree. PWG's primary interest is that all its business partners operate in accordance with the Code's principles and values. The Supplier expressly acknowledges having read it and guarantees compliant conduct.

The Supplier shall also ensure compliance with the Code by its subcontractors and/or suppliers and their personnel. Before engaging counterparties such as suppliers or subcontractors to perform this Contract, it shall obtain their signature of an equivalent declaration.

Breach of the Code's principles and rules, particularly paragraphs 3.1 (Compliance with current legislation), 3.2 (Relations with Public Administration), 3.4 (Giving or accepting gifts or other benefits), 3.6 (Administrative and accounting management), 3.8 (Relations with competitors), 3.9 (Conflicts of interest), 3.10 (Contributions and sponsorships), 3.11 (Money laundering, terrorism, arms and drug trafficking), 3.12 (Combating organised crime), 3.13 (Protection of industrial property), 4.1 (Customer relations), 4.2 (Supplier relations) and 4.3 (Human resources management), is a serious breach entitling PWG to terminate under Article 1456 of the Italian Civil Code and seek damages, including reputational damage.

PWG may also terminate under Article 1456 if the Supplier is convicted of an offence under Legislative Decree 231/2001, even unrelated to dealings with PWG.

The Supplier hereby indemnifies PWG against sanctions or damage resulting from breach of PWG's Model and Code by the Supplier or its employees, collaborators, subcontractors and/or suppliers.

The Supplier agrees to permit checks by PWG's corporate functions, Supervisory Body or appointed external specialists, subject to agreement on timing and procedures.

The Supplier shall report to PWG any unlawful conduct or breach of the Code and legislation on legal-person liability relevant to performance of this Contract of which it becomes aware in any manner or capacity. It may use the channels in PWG's Whistleblowing Procedure, available at

<http://www.pwgsrl.com/it/index.php> under COMPLIANCE.

16. DUTY OF CONFIDENTIALITY

The Supplier undertakes, also for its shareholders, employees, collaborators and assistants, to keep strictly confidential and not disclose to third parties, throughout the Contract and for ten years after its expiry or termination, any information concerning PWG, third parties or the Contract learned in performing it ("Confidential Information").

The Supplier shall use Confidential Information only insofar as strictly necessary to perform the Contract. Without PWG's prior written consent, it may not issue press releases or statements to third parties about the Contract's existence, subject matter or terms.

Without limiting the Supplier's liability, PWG may require, and the Supplier shall obtain, a confidentiality undertaking consistent with this Article signed by each person (shareholder, employee, collaborator or assistant) performing the Contract.

This obligation does not cover data or information the Supplier can prove was or became public without breach of this or other confidentiality obligations towards third parties.

All industrial and intellectual property rights in written information provided by PWG, all copies, reproductions or parts of it, and any physical object incorporating it, are and remain PWG's exclusive property.

The Supplier shall return PWG's property at expiry or termination, or earlier when no longer needed to perform the Contract.

The Supplier represents and warrants that information transmitted to PWG during performance is not subject to restrictions on use or disclosure and that its transmission does not infringe third-party rights.

17. CORPORATE INFORMATION AND INDEPENDENCE OF PWG ENTITIES

The Supplier warrants that it has provided complete and accurate information about its ownership structure.

It shall inform PWG of any changes as soon as it becomes aware of them.

If PWG notifies the Supplier of circumstances that may compromise the independence of an entity in the PWG network under applicable rules, regulations and principles, connected with the Supplier's or its shareholders' circumstances disclosed by that information, the Supplier agrees that PWG may withdraw immediately upon receipt of notice by registered letter or certified email (PEC), without any right to indemnity or damages or any other amount for the Supplier, except payment for any performance already completed.

18. WITHDRAWAL

PWG may withdraw at any time by written notice to the Supplier, with 20 (twenty) calendar days' notice for a contract lasting more than three months and no more than six months, or 30 (thirty) calendar days' notice for a contract lasting more than six months.

PWG shall pay for performance completed up to withdrawal, without owing the Supplier any further amount on any grounds.

19. TERMINATION

In addition to cases already provided in these General Conditions, the Contract shall terminate automatically under Article 1456 of the Italian Civil Code in the following cases:

- a) failure by the Supplier to comply within PWG's stated deadline with its requests where the Supply does not conform to the Contract;
- b) unjustified abandonment, interruption or suspension of performance by the Supplier;
- c) death of the Supplier, if an individual, or a change in its ability to operate that prevents, alters or modifies performance;
- d) dissolution, transformation, capital reduction or significant changes in the Supplier's management bodies;
- e) reduced financial capacity or solvency, or legal, economic, financial or other difficulties affecting proper performance of the Supplier's obligations;
- f) acts by the Supplier damaging PWG's image;
- g) loss of the qualifications required to enter into and perform the Contract.

In those cases, the Contract shall be terminated from the date of written notice to the Supplier, without prejudice to the right to damages.

20. PERSONAL DATA PROTECTION

To establish and perform the legal relationships governed by these General Conditions, the Parties acquire and process personal data concerning the other Party in accordance with EU Regulation 2016/679 (the "Regulation") and current national legislation, including applicable measures issued by the supervisory authority.

For data processed by PWG as Controller, the source and type of data, processing purposes and lawful legal basis comply with Article 13 of the Regulation (e.g. categories of recipients, retention period and data subjects' rights).

Given the services provided, performance involves the Supplier processing personal data of individuals whose data PWG processes as Controller in its business activities. That processing is governed by these Conditions, under which the Supplier is appointed Personal Data Processor.

The Parties acknowledge that all assumed personal data processing obligations are essential and that breach constitutes grounds for automatic termination of these General Conditions.

For processing in connection with the Supplier's services, the Parties agree as follows.

"Personal Data Protection Legislation" means: (i) EU General Data Protection Regulation 2016/679 on protection of individuals with regard to personal data processing and free movement of such data; and (ii) any other applicable law, instrument having force of law or regulation on personal data protection, including applicable supervisory authority measures and codes of conduct.

The following terms have the meanings assigned in this clause and Personal Data Protection Legislation:

- "Personal data": any information relating to an identified or identifiable individual. Data processed respectively by PWG and the Supplier are ordinary data or special categories as defined below, which may be processed only where the conditions of Article 9 of Regulation 2016/679 are met; processing special categories outside those cases is prohibited.
 - "Special categories of personal data": data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; genetic data; health; sex-life or sexual-orientation data.
 - "Data subject": an identified or identifiable individual. Data subjects whose data PWG and the Supplier process include employees, collaborators, candidates, customers, suppliers, business partners, counterparties and other third parties with whom relationships are established in various capacities.
 - "Controller": PWG and the Supplier, which alone or jointly with others determine the purposes and means of processing; where these are determined by Union or Member State law, that law may specify the controller or criteria for its designation.
 - "Processor": an individual or legal person, public authority, agency or other body processing personal data on behalf of the Controller.
 - "Processing": any operation or set of operations on personal data or sets of data, automated or otherwise, 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 Controllers in relation to data disclosed to PWG by or on behalf of the Supplier.
 - Both shall fulfil Controller obligations under Personal Data Protection Legislation for data respectively processed under the Contract.
 - PWG shall transmit personal data to the Supplier lawfully, in accordance with that legislation, for the purposes stated here. The Supplier shall indemnify and hold PWG harmless against any data-subject claim concerning its breach of this clause.
- The Supplier shall implement appropriate technical and organisational measures ensuring security appropriate to the risk.

It shall process personal data as reasonably necessary to perform the Contract, fulfil obligations under laws, regulations or competent authority communications, or for other appropriate internal purposes, including administration or quality control.

It may not disclose data to third parties other than competent authorities, nor transmit data to subcontractors, without PWG's prior written authorisation.

When collecting data from data subjects, the Parties shall provide the information required by Article 13 of Regulation 2016/679 at the time of collection.

21. INFORMATION NOTICE UNDER ARTICLE 13 OF REGULATION (EU) 2016/679

PWG advises that it will obtain personal data of individuals acting for the Supplier (such as first name, surname, fax, email and telephone number) during negotiations, preparation of this document and performance and management of the relationship. Data shall be processed electronically and otherwise, and retained for the time needed for contractual performance plus the further statutory period required by current civil and tax obligations.

Processing purposes are:

- a) compliance with legal and regulatory obligations, including anti-money-laundering requirements;
- b) performance of contractual obligations.

The legal basis is fulfilment of contractual and legal obligations.

Authorised persons who may access data include personnel responsible for invoicing, accounting, administration, anti-money-laundering, anti-corruption compliance and independence checks.

Providing data for purposes (a) and (b) is necessary, as it is strictly instrumental to the envisaged activities and legal and regulatory compliance. Without it, contractual and/or legal obligations cannot be fulfilled.

For those purposes data may be disclosed to:

- 1) public authorities, including courts, for their institutional duties within legal or regulatory limits;
- 2) third parties used by PWG to fulfil contractual and legal obligations, such as banks, credit institutions, insurers, administrative service providers, carriers, freight forwarders and accounting, legal and tax advisers;
- 3) persons delegated or appointed by PWG to perform all or part of activities relating to contractual services;
- 4) PWG network companies for internal administration and activities ancillary, connected or supportive to PWG's. PWG guarantees that transfers shall be to third countries deemed adequate by a European Commission decision; otherwise it ensures appropriate safeguards, including standard contractual clauses or standard data protection clauses.

Third parties receive data after appropriate appointment as Processors or, otherwise, recognition as independent Controllers.

Individuals whose data are processed may exercise rights under Regulation 2016/679 and current national law:

- access their data (right of access);
- update, amend and/or correct them (right to rectification);
- request erasure or restriction of unlawfully processed data, including data no longer requiring retention for their collection or processing purposes (right to be forgotten and right to restriction);
- object to processing (right to object);
- withdraw consent, where given, without affecting lawfulness of processing based on consent before withdrawal;
- lodge a complaint with the supervisory authority or bring proceedings before a court for breach of data protection legislation;
- where legally provided, receive a copy of data supplied to the Company in a structured, commonly used, machine-readable format and request transmission to another Controller (right to data portability).

To exercise these rights, contact PWG's Data Controller at s.vitali@pwgsrl.com.

The Controller is PWG, whose contact and corporate details are stated 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 knows and complies with EU Regulations imposing "restrictive measures" in connection with the serious situation in Ukraine, including, without limitation, Regulation (EU) 833/2014, as amended, concerning "restrictive measures in view of Russia's actions destabilising the situation in Ukraine".

In particular, and without limitation, it acknowledges and complies with the prohibitions under:

- a) Council Regulation (EU) 2014/833 of 31 July 2014, as amended:
 - i. concerning direct or indirect purchase, import or transfer into the Union of the goods identified therein if originating in or exported from Russia;
 - ii. concerning, among other things, entering into and/or continuing contractual relationships with "Russian persons" under Article 5k of Regulation (EU) 2014/833, introduced by Regulation (EU) 2022/576, as subcontractors, suppliers or entities whose capacities are relied upon under public procurement directives, where those relationships exceed 10% of the contract value;

Council Regulation (EC) 765/2006 of 18 May 2006, as amended, concerning direct or indirect purchase, import or transfer into the Union of the goods identified therein if originating in or exported from Belarus.

The Supplier also undertakes to comply fully and punctually with any further "restrictive measures" legislation issued during the contractual relationship.

For breach of this Article, particularly the paragraphs agreed above, the Purchaser reserves the right to terminate the Contract under Article 1456 of the Italian Civil Code.

23. GOVERNING LAW AND JURISDICTION

The Contract and the Parties' resulting rights and obligations are governed by Italian law, even if the Supplier is established abroad. The courts of Bologna shall have exclusive jurisdiction over all disputes between the Parties relating to this Contract.

Castello D'Argile, Bologna, 2025

Signature

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

Castello D'Argile, Bologna, 2025

For express acceptance