



Acqua Minerale San Benedetto S.p.A.  
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## **“General Purchase Conditions of Machinery/Industrial Plant of Acqua Minerale San Benedetto S.p.A.”**

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## **Article 1 General Clauses**

- 1.1. These general conditions of purchase and installation of industrial machinery/plant (hereinafter "General Terms and Conditions") regulate and constitute an integral part and are applied as essential clauses of each Contract/Purchase Order of machinery/industrial plant and the related and relevant provision of assembly, commissioning, operational verification normal running and Testing (hereinafter "Contract"), issued by Acqua Minerale San Benedetto S.p.A. or one of its Affiliates (hereinafter also "Customer").
- 1.2. In particular, the following form an integral and essential part of each Contract:
  - The Purchase Order (hereinafter "PO") in which the essential elements of the Contract are specified.
  - Technical specifications and description of activities
  - Agreed financial terms and timeframes
  - The General Terms and Conditions of Purchase of Machinery/Industrial Plant of Acqua Minerale San Benedetto S.p.A.
- 1.3. Only the special conditions set out in the Contract (hereinafter "Special Conditions") shall prevail over these General Terms and Conditions and may constitute an exception, amendment or supplement thereto.
- 1.4. Any supply/sale conditions of the Supplier shall in no case be applicable to the Contract and related purchase orders issued by the Customer.
- 1.5. In the event that one or more clauses provided for in these General Terms and Conditions are for any reason become invalid or contrary to the mandatory legal provisions, the invalidation or opposition to mandatory legal provisions shall not extend to the other clauses of these General Terms and Conditions. The parties shall replace the clauses found to be invalid or contrary to the law with other clauses - legally permitted - that allow the Contract to be given a content as close as possible to that which the parties had originally intended.

## **Article 2 Acceptance of the Contract**

- 2.1. The Supplier represents that it meets all the necessary requirements in relation to the type of goods to be supplied, under penalty of termination of the contract pursuant to Article 1456cc.
- 2.2. The Contract shall be deemed to have been concluded only upon receipt by the Customer of the acceptance of the duly stamped and signed Contract by the Supplier. It shall be prohibited for the Supplier to commence execution of the Contract before having returned it duly stamped and signed.
- 2.3. By accepting the Contract, all terms and conditions, technical specifications and any other reference contained therein, including these General Terms and Conditions, are understood to be accepted by the Supplier, even if not expressly referred to in the Contract.
- 2.4. Unless otherwise agreed in writing between the Parties, the Contract does not give the Supplier any guarantee in terms of minimum purchase and/or continuity over time of the supply relationship with the Customer.

## **Article 3 Prohibition of subcontracting and prohibition of assignment of the Contract and credit**

- 3.1. The Supplier is prohibited from assigning or assigning to third parties, even partially, the fulfilment of the Contract and/or the execution in whole or in part of the services implied therein, without prejudice to the prior written authorisation of the Customer.
- 3.2. The Supplier who assigns to third parties authorised by the Customer pursuant to the previous paragraph the execution, in whole or in part of the services implied in the Contract, shall not be released from the obligations and responsibilities assumed towards the Customer with this Contract and will remain the sole responsibility towards the Customer for the exact fulfilment thereof.
- 3.3. For the purpose of obtaining the prior written authorisation from the Customer, the Supplier shall give notification in writing of the Company's name, tax address and place of production of the third-party supplier, as well as the activities assigned to the latter.
- 3.4. For all supplies assigned to authorised third parties, the Supplier also undertakes in any case to ensure that: (i) they carry out the supply in the manner requested by the Customer, in compliance with this Contract; (ii) they do not entrust the supply of the goods, in whole or in part, to third-party subcontractors.
- 3.5. In the event of non-fulfilment by each authorised third party of one or more prohibited acts pursuant to this Contract, at the simple request of the Customer, the Supplier shall cease any relationship and shall terminate the respective contract with the authorised third party by immediately ceasing all activities relating to the supply conferred upon the latter.



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3.6. It shall also be prohibited for the Supplier to transfer all or part of this Contract and the receivables from the Customer to third parties, as well as to grant mandates for collection and/or to arrange factoring.

#### **Article 4 Intellectual and industrial property**

- 4.1. The drawings, patents, models, know-how, samples, specifications, technical documents and any other data that may be made available to the Supplier by the Customer, shall remain the exclusive property of the latter and may be used by the Supplier solely and exclusively for the execution of the Contract. The Supplier shall be responsible for the diligent storage and non-dissemination of the aforementioned material which, once the supply is completed, must be returned to the Customer.
- 4.2. If the Customer orders a machine/system from the Supplier that has a new and/or customised configuration specifically created for the Customer, it shall be expressly understood that upon payment of the price of the Contract all exclusive intellectual and industrial property rights, copyright, economic exploitation and registration / patent inherent in this configuration shall be transferred to the Customer, without prejudice to the possibility that the Supplier may propose to third parties machinery/systems that include this new and/or customised configuration. In particular, therefore, the agreed sale price shall also include the consideration due to the Supplier for the assignment to the Customer of all the aforementioned rights inherent in the new and/or customised configuration.
- 4.3. The Supplier undertakes immediately to: (i) keep the configuration of the new and/or customised plant/machinery strictly confidential (ii) sign any document useful or necessary to better establish the rights of the Customer on this new configuration and /or customized and (iii) refrain in any case from engaging in any conduct that may in any way harm the Customer's intellectual property rights.

#### **Article 5 Delivery terms and penalties**

- 5.1. Unless otherwise agreed between the Parties, the delivery of the machinery/plant must be carried out by the Seller and at the plant indicated by the Customer or at other destinations specifically indicated in the Contract (DDP delivery). The delivery of the machinery/industrial plant is finalised in writing at the time of drafting and approval of the report certifying the positive assembly in compliance with the technical specifications agreed with the Customer, upon receipt of the documentation provided for in the Annex **SB\_SPP\_M0080\_ALLEGATO 5"** and the related testing of said machinery/plant. The minutes will be drawn up jointly and approved in writing by both Parties.
- 5.2. The start-up, commissioning, operational verification up to the final testing of the machinery/industrial plant and instruction of the Customer's workers must be carried out by the Seller after delivery, no later than the terms set forth in the Contract.
- 5.3. The delivery and commissioning terms referred to in the Contract are determined taking into account the needs arising from the Customer's planning and programming and therefore are considered binding and essential.
- 5.4. In case of delays in the delivery of the machinery and of the documentation envisaged in the Annex **"SB\_SPP\_M0080\_ALLEGATO 5"**, of the testing and/or commissioning attributable to the Supplier, the Customer reserves the right to apply to the Supplier, in addition and without prejudice to any right of termination and compensation for additional damages incurred by the Customer, a penalty deemed fair and non-reducible, commensurate with the economic damage to the Customer resulting from failure to comply with the production schedule. This penalty will be equal to 1% of the value of the order for each week of delay with respect to the delivery/installation/testing dates agreed between the Parties, up to a maximum of 10% of the value of the order. Any penalties accrued shall be deducted, by offsetting, from the outstanding portion of the price to be paid.
- 5.5. After 30 (thirty) days from the delivery deadline indicated in the Contract, the Customer may – pursuant to Article 1456 of the Italian Civil Code – terminate the Contract for the purchase and installation of industrial machinery/plant and obtain supplies from other suppliers, without prejudice to compensation for damages and the recovery of any additional costs incurred for the purchase of products from other sources. The Supplier shall be obliged to refund to the Customer the amount already paid as an advance.



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#### **Article 6 Force Majeure**

- 6.1. In the event of force majeure, the parties may request the suspension and resumption of the execution of the Contract within different terms to be set by mutual agreement.
- 6.2. The party that is unable to perform its services due to force majeure, undertakes to communicate, within three days from the occurrence of said causes, the date on which they arose and the date on which they will likely cease to be in effect. If the force majeure event invoked by the Supplier results in a delay of more than 30 days in the execution of the Contract, the Customer shall be entitled to terminate the contract at any time by sending a registered letter with acknowledgement of receipt to the Supplier.

#### **Article 7 Shipping**

The supply must always be accompanied by the shipping document indicating:

- Reference to the Contract (date and subject) and order number;
- date of shipment;
- item code and description;
- quantity;
- weight;
- means of shipping;
- TARIC code where required;
- batch number;
- Reason: delivery of goods in execution of contract/order No. ... of... agreed and accepted by the parties on ....

#### **Article 8 Packaging**

- 8.1. The supply must be packaged by, at the expense and under the responsibility of the Supplier in such a way as to protect it from damage, avoid deterioration, damage and loss during transport.
- 8.2. Any particular conditions contained in the Contract must be respected; failing that, the most appropriate methods must be used based on the needs, the types of transport and the handling needs in the locations detailed by the Customer.

#### **Article 9 Risks and transfer of ownership**

- 9.1. The risks of transport and shipment of the industrial machinery/plant shall be borne entirely by the Supplier, unless otherwise expressly agreed. All risks of deterioration/damage to the machinery/industrial plant shall be transferred to the Customer with the installation thereof at the Customer's plant or at other destinations specifically referenced in the Contract.
- 9.2. The machinery/industrial plant must be equipped with all the relevant technical documentation, compliance and warranty. This documentation must be provided to the Customer exclusively in Italian.
- 9.3. All materials, devices and components of the machinery/industrial plant must be new, of the best quality available on the market, and comply with the safety and product regulations in force.
- 9.4. The ownership of the machinery/industrial plant passes to the Customer upon the positive outcome of the final testing – duly documented – to be carried out at the plant designated by the Customer or at other destinations specifically referred to in the Contract.

#### **Article 10 Installation, Commissioning, Operational Verification up until normal running and Final Testing**

- 10.1. For the assembly of the machinery/industrial plant, as well as for the start-up, commissioning, operational verification, final testing and instructions of the Customer's workers, the Supplier shall send its own qualified technicians to the Customer's establishment or to other destinations specifically referred to in the Contract.
  - The Supplier shall identify the installer of the plant, work equipment or other technical facilities in relation to his/her area of competence. The Installer must comply with the occupational health and safety regulations, as better explained in the General Safety Conditions of Acqua Minerale San Benedetto S.p.A. (CGS), as well as the instructions provided by the manufacturer/manufacturer in accordance with standard procedure.
- 10.2. The commissioning, the verification of operation up to normal running, the final testing of the machinery/industrial plant and the instructions of the Customer's workers, shall be carried out under the terms and with the methods referred to below in compliance with the final deadline specified in the Contract.
- 10.3. The completion of the delivery, installation, commissioning, operational verification and testing activities must be confirmed by a specific report signed by both Parties and delivered to the Customer.



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- 10.4. The Supplier shall initiate the commissioning and operational verification activities up to normal running within the terms specified in the Contract. The term "commissioning" refers to the phase during which the machinery/industrial plant is put into operation in order to verify the correct mechanical, electrical, electronic, technical, pneumatic and safety operation thereof. The term "operational verification until normal running" means the phase during which the machinery/industrial plant is put into operation in order to verify its correct production with reference to the technical specifications and performance levels referred to in the Contract. If, during the commissioning and/or operational verification until normal running, defects or discrepancies are found in the materials, in the running, or in the safety devices, the Supplier undertakes within a reasonable period set in consultation between the Parties to rectify them at its own expense. At the end of each individual activity, a special report must be drawn up, signed by both Parties.
- 10.5. In compliance with the deadline specified in the Contract, the Supplier, when it deems that the operational verification until normal running is completed and the machinery/industrial plant is ready for final testing, shall give written notice to the Customer 10 (ten) working days in advance. The final testing of the machinery/industrial plant shall be conducted jointly between the Parties. The test carried out must be proven by a report signed by both parties and by the relevant certificate that the Supplier must deliver to the Customer at its own expense.
- 10.6. In the event that the final test is performed in the presence of both parties, the Customer shall start to monitor the maintenance of the mechanical performance of the machinery/plant for a timeframe agreed with the Supplier, at the end of which the machinery/plant shall be deemed to be accepted. During this period, the consumption of electricity/air etc. shall also be monitored in relation to the machinery that the supplier undertakes to guarantee and maintain over time as per the declared specifications.
- 10.7. If the test is unsuccessful, the Supplier at its own cost, care and expense must comply with what is necessary to eliminate any and all faults and defects that resulted in the negative result, within the peremptory term of 10 working days from the date of the relevant report. Once this deadline has expired, the penalties for delay in delivery and testing provided for in Article 5.4 shall be applicable. Any extensions to the aforementioned 10-day deadline shall be valid only if agreed in writing and formally signed by both Parties.
- 10.8. In the event that the performance requirements are not met, and it is not possible to pass the operational verification phase and/or the final testing phase, the Customer may terminate the purchase/order under the Contract (pursuant to Article 1456 of the Italian Civil Code) by giving written notification to the Supplier and the Supplier shall refund to the Customer the portion of the purchase price paid up to the date of the notice of termination, without prejudice to any greater damage.

#### **Article 11 Liability for defective product and non-compliant product**

- 11.1. The Supplier represents that the Plant shall be compliant and fully consistent with all applicable legal regulations in force at the time, as well as with the specifications, requirements and provisions of any nature set forth in the annexes to the Contract that form an integral part thereof.
- 11.2. The Supplier shall be liable for any damage caused to property or persons attributable to a defective part or parts of its supply. In addition, the Supplier shall be obliged to hold the Customer harmless from any request for compensation as a result of defects, non-compliance, non-reliability of its supply, compensating the Customer for any and all damages suffered.
- 11.3. The Supplier also undertakes to indemnify the Customer for any costs incurred, and more generally, for any damages suffered and/or the consequences of any sanctions of any nature imposed by virtue of any measures adopted by the national supervisory and control Authorities of the Market and/or by the judicial authorities of the countries of destination of the products to be supplied.

#### **Article 12 Warranty**

- 12.1. The Supplier shall ensure full ownership of the supply sold and the legitimacy of the transfer, which is understood to be free from pledge and/or any other preliminary attachment.
- 12.2. The Supplier also guarantees, for a period of 12 months from the final positive test, the mechanics, technology and proper functioning of the materials and components used and undertakes to replace the parts of the machinery/plant at its own cost, care and expense that are defective and/or unsuitable for the continuity of the operation (the machinery must provide for guaranteed operation 24 hours a day, every day of the year, with the exception of scheduled stops for routine maintenance).



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### **Article 13 Safety of machinery/plants/work equipment**

- 13.1. Without prejudice to the provisions of Article 12, the machinery and/or plants and/or work equipment (hereinafter referred to, for the purposes of this clause, for the sake of brevity only as "products") delivered by the Supplier must comply, where relevant and applicable in whole or in part of the aforementioned "products", with the requirements of Directive 2006/42 /EC, as well as all other legislative and regulatory provisions or those contained in directives - Italian and/or EU - including future provisions that are relevant and applicable - at the time of delivery - to the type of "products", all in order to ensure that the essential safety requirements are met. In cases of non-relevance or non-applicability of the aforementioned European regulations, directives and/or regulations, the "products" must comply with the national provisions of the Member States governing the safety requirements of the "products" themselves and, in any case, to all the relevant and applicable provisions, at the time of supply, in the market of the country for which they are intended.
- 13.2. The Supplier also undertakes to deliver: (i) all the necessary technical documentation as provided for in the Annex "**SB\_SPP\_M0080\_ALLEGATO 5**" relating to the products – useful or mandatory pursuant to law – including the "Instruction Manual for use" which must be drawn up in compliance with point 1.7.4 of Annex I of the Machinery Directive 2006/42/EC (Essential Health and Safety Requirements) and/or any specific product standards; (ii) The EC Declaration of Conformity which must contain the items envisaged in Annex II of Directive 2006/42/EC and in particular must be of type IIA for all machinery delivered; (iii) at the request of the Customer S.p.A., the documentation prepared by the manufacturer as specified and required by the Machinery Directive 2006/42/EC, in order to meet the essential safety requirements, including, by way of example, the Risk Assessment of the machinery aimed at identifying all related hazards and establishing the effectiveness of the safety measures, the calculation and validation of the safety functions implemented as well as the document relating to the ESR (Annex I Directive 2006/42/EC) demonstrating the effective compliance with the essential safety requirements (ESR).
- 13.3. The Supplier also undertakes to provide the necessary collaboration and the best possible support so that the Customer can be placed in the best condition to manage in full legality his role and the related responsibilities of "employer" and user of "products" in all relations established with the competent administrative and/or judicial authorities, as well as, where necessary, to support the Customer in any administrative and/or judicial and/or out-of-court proceedings in Italy, in any other EU Member State and in any another non-EU country in whose market the "products" are intended to be used and in any case of dispute related to the aforementioned "products". In particular, the Supplier undertakes to deliver to the Customer, within 3 days of the request, whenever necessary for valid and proven reasons and, in particular, whenever necessary for the purposes of an administrative and/or judicial procedure in progress or in the process of being established, further 'technical files' and/or, in general, further technical documentation of the "products", additional documentation with respect to what has already been submitted pursuant to Article 18, in accordance with the provisions of the European product directives and regulations applicable to said "products", as well as the national regulations in force and applicable at the time of supply in the country for which the "products" are intended.

### **Article 14 Obligations of the Supplier arising from implementation activities - Personnel regulations, Safety (Italian Legislative Decree 81/2008) and Environment (Italian Legislative Decree 152/2006).**

- 14.1. The Supplier is responsible for the activities of assembly, commissioning, operational verification until normal running, testing of the machinery/industrial plant and training of the Customer's workers. The Supplier shall carry out the above-mentioned activities exclusively with its own means and through its own qualified and technically suitable personnel with respect to the work to be performed, duly paid and classified in compliance with all the legislative and regulatory provisions as well as those of the National Collective Employment Contract in force.
- 14.2. The Customer applies an integrated environment and safety management system in the workplace (UNI ISO 14001 - UNI ISO 45001), and is thus committed to maintaining compliance with legislative obligations and continuous improvement and therefore requires commitment and collaboration on the following issues:
- implementation of the obligations envisaged by current environment and safety legislation;
  - implementation of the procedures and protocols envisaged by the Company's integrated management system;
  - involvement in Company enhancement-related projects;



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- immediate notification to the customer of accidents - almost-accidents - hazardous situations - environmental accidents;
  - involvement in training and communication initiatives aimed at improving the environment and safety;
  - audit activity by the Customer aimed at assessing compliance with contractual obligations
- 14.3. The Supplier represents that the activities of assembly, commissioning, operational verification until normal running, testing of the machinery/industrial plant will be carried out by its workers who can prove that they are professionally adequate and qualified for correct and timely performance of said activity.
- 14.4. For the purposes of the management of occupational safety and respect for the environment, the Supplier warrants and represents to have read, accepted and applied the General Terms and Conditions for the Management of Occupational Safety and Environmental Management (**CGS**) attached to the present terms and conditions.
- 14.5. The Supplier undertakes to disclose all information and documents contained in the CGS, in a complete and appropriate manner to its employees, associated companies and subcontractors.  
To this end, the Supplier undertakes to:
- transmit to the Customer at the respective deadlines, the information and documentation referred to in paragraphs 1, 2, 3 and 4 of Article 17 bis 2 of Legislative Decree 241/97 or alternatively and if the terms and conditions are met, the certification referred to in paragraph 5 of Article 17 bis 2, specifying that in the event of non-fulfilment, the provisions of paragraph 3 of Article 17 bis 2 (DURF) shall apply;
  - enter into (if not already provided) and keep valid for the entire term of the Contract a third-party liability policy<sup>1</sup> that indemnifies the Customer against damage to persons and/or property, including the interruption of activities, caused by the Supplier during the installation activities of the machinery/plant, by its personnel and/or by its appointees, as well as by the products used in the execution of the assignment, with a leading insurance company and with a maximum limit of not less than €10,000,000 for claim with evidence of payment of the insurance premium at the contractual maturity. A copy of the insurance certificate must be delivered to the Customer upon signing the Contract;
  - enter into (if not already provided) and keep valid for the entire term of the Contract a third-party liability policy for any vehicles used for the commissioning of the machinery/system, pursuant to Legislative Decree No. 198 of 6 November 2007 with a leading insurance company and with a maximum limit of €6,500,000 for personal injury and €1,500,000 for damage to property per claim, with proof of payment of the insurance premium upon expiry of the Contract. A copy of the insurance certificate must be delivered to the Customer upon signing the Contract;
  - enter into (if not already provided) and keep valid for the entire term of the Contract a third-party liability policy with a leading insurance company and with a maximum limit of at least € 5,000,000 per claim, for accidents that may affect the personnel used by the Supplier, also through third parties, which indemnifies the Customer against any claim it may face in this regard, also in the event of non-compensation of the same by INAIL, with evidence of payment of the insurance premium upon expiry of the Contract. A copy of the insurance certificate must be delivered to the Customer upon signing the Contract;
- 14.6. The Customer shall be held harmless and indemnified by the Supplier for any prejudice that may arise from any breach by the Supplier of the above obligations and for any claim of employees/collaborators/auxiliaries of the Supplier or third parties formulated by reason of the execution of this contract.
- 14.7. In any case, the Customer reserves the right to verify compliance by the Supplier with all applicable and relevant labour, health, safety and environmental regulations during the performance of the services referred to in this Contract and other related contracts.

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<sup>1</sup> It should be noted that the Principal as well as the directors and employees and agents of the Principal, the suppliers of the Contractor, the designers and external testers, as well as the contractors, and their employees, of works complementary to this Contract, not forming the subject of said Contract, assigned directly by the Customer.



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#### **Article 15 Termination**

- 15.1. In the event that the Supplier breaches or fails to comply with one or more clauses set out in the General Terms and Conditions of Purchase or the Special Terms and Conditions, the Customer shall be entitled to terminate the Contract – pursuant to, for the effects and using the methods envisaged in Article 1454 of the Italian Civil Code – without prejudice to the right to compensation for greater damages.
- 15.2. Without prejudice to the above, the Customer may terminate the Contract with immediate effect by means of a registered letter with return receipt, fax or certified email – pursuant to Article 1456 of the Italian Civil Code – if the Supplier is in breach of one of the following provisions: Article 3 – prohibition of subcontracting and assignment of the Contract and of credit; Article 4 – Intellectual and industrial property; Article 5 – failure to comply with delivery terms; Article 10 – Installation, commissioning, operational verification until normal running and final testing; Article 12 – Failure to comply with the machinery/plant warranty; Article 13 – Safety of machines/systems/work equipment; Article 14 – Supplier obligations deriving from implementation activities - Personnel regulations, Safety (Legislative Decree 81/2008) and Environment (Legislative Decree 152/20069; Article 22 – Confidentiality obligation; Article 23 – Indemnity; Article 25 – Ethical Clauses and Legislative Decree 231/2001; Article 27 – Protection of personal data.
- 15.3. The Customer also reserves the right to terminate the Contract if a third-party company gains a majority shareholding or in any case control of the Supplier, due to the cessation of activities of the Supplier, its insolvency or if the latter becomes subject to receivership, extraordinary administration, arrangement with creditors, or bankruptcy.

#### **Article 16 Tolerance**

Any tolerance by the Customer in relation to the non-fulfilment of any obligation arising from the Contract, as well as the failure to exercise a right or granting of a more favourable treatment even extended over time, cannot be interpreted as conclusive behaviour, waiver or act constituting any right not expressly envisaged in the Contract.

#### **Article 17 Prices and payments**

- 17.1. The price due to the Supplier is indicated in the Contract and includes, in addition to the supply of the industrial machinery/plant and its accompanying equipment (for example but not limited to: technical documentation, instructions for use, compliance documentation and warranty of the machinery/plant), including assembly, commissioning, operational verification until normal running and final testing as well as instructions of the Customer's workers. For this reason, the consideration specified in the Contract must also make reference to the specific components and amounts attributable to charges and expenses relating to safety. The price also includes the consideration due to the Supplier by reason of the transfer to the Customer of the exclusive intellectual property rights and registration of any new and customised configuration of the machinery/system.
- 17.2. The price is to be considered fixed and non-revisable (notwithstanding the provisions of Article 1664 of the Italian Civil Code).
- 17.3. Payment shall be made by bank transfer according to the deadlines shown in the Contract and to the coordinates formally communicated by the Supplier to the Customer.

#### **Article 18 Taxes, Fees and Authorisations**

All taxes, duties and charges incurred or due in relation to the Supplier's deliveries and the services provided in relation to the contract for the purchase and installation of machinery/industrial plant, shall be at the care, responsibility, and expense of the Supplier.

#### **Article 19 Invoicing**

All invoices issued by the Supplier to be paid by the Customer must contain:

- Contract/PO number;
- order number
- number of the shipping document;
- list of supply items with the same information and references provided in the Contract/PO
- Payment terms and conditions (as agreed upon with the Customer)





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#### **Article 20 Efficiency**

Due to production requirements, the Customer reserves the right to request the Supplier to make adjustments or changes to the ordered supply.

The Supplier undertakes to implement these adaptations/changes in compliance with the deadlines and the relevant economic conditions agreed upon with the Customer, where compatible with its technical/design capacity.

In the event that such changes involve a change in production costs, the Supplier must notify the Customer in advance, for its assessment and possible acceptance in writing.

#### **Article 21 Right of access and audit at the Supplier's premises**

The Customer reserves the right to carry out at any time, subject to prior notice, inspections at the Supplier's premises in order to verify the correct fulfilment of the contractual obligations assumed by the latter.

In particular, the Supplier acknowledges and accepts from the outset that the Customer is entitled to freely carry out audits, accessing in consultation all the Supplier's documentation necessary or useful to verify the effective compliance by the Supplier, or of the commitments implicit herein.

#### **Article 22 Confidentiality obligation**

The Supplier undertakes not to advertise using the name, logo and trademarks of the Customer, its registered trademarks and to treat any information contained in the Contract and any attachments thereof as strictly confidential. Furthermore, upon entering into the Contract, the Supplier undertakes to keep strictly confidential, not to reproduce for anyone, even partially, or to provide to others any information or technical data received directly or indirectly from the Customer during the execution of the Contract.

The Supplier also undertakes not to use and to keep strictly confidential all information relating to the new and/or customised configuration of the plant/machinery that the Supplier created specifically for the Customer and transferred to the latter by virtue of Article 4.

Any exception must be expressly authorised by the Customer.

The confidentiality commitments set forth in this clause shall be valid and binding up to 5 years after the end of the commercial relations between the Customer and the Supplier, without prejudice to the industrial secrecy safeguards set forth pursuant to Article 98 and 99 of Italian Legislative Decree 30/2005.

#### **Article 23 – Indemnity**

The Supplier assumes full responsibility towards the Customer in ensuring that its supply (including any new and/or customised configuration referred to in Article 4) is not and shall not be produced in breach of intellectual property rights/industrial property belonging to third parties, including patents or property licences, while ensuring the Customer the freedom and lawfulness of the use and trade of said supply and/or in breach of any other provision envisaged in the relevant and applicable law.

Furthermore, the Supplier undertakes to indemnify the Customer from any claim or claim of third parties – also originating from proceedings, actions, complaints – resulting from violations perpetrated by the Supplier (and/or its authorised subcontractors) of any right and/or provision envisaged in applicable law, including infringements of trademarks, patents, know-how or other industrial/intellectual property rights, promptly compensating the Customer for any and all damages suffered.

#### **Article 24 - Validity of General Terms and Conditions**

These General Terms and Conditions are valid and binding from the date of signing – and/or tacit acceptance – by the Supplier and until the signing – and/or tacit acceptance – of new and subsequent General Terms and Conditions of purchase and installation of machinery/industrial plant proposed by the Customer.

In particular, these General Terms and Conditions are understood to be tacitly accepted by the Supplier, at the time of confirmation of the Contract (or the related order issued by the Customer) for the purchase of machinery/industrial plant and shall apply to said Contract and related order, even if not expressly referred to.

These General Terms and Conditions supersede and replace any previous agreement between the Customer and the Supplier.



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#### **Article 25 Ethical Clauses and Italian Legislative Decree 231/2001**

The Supplier is aware that the Customer's organisation has adopted and implements an Organisation, Management and Control Model pursuant to Legislative Decree 231/2001, with the related Code of Ethics (<https://www.sanbenedetto.it>), represents to have read from the Company website and declares to have understood.

The Supplier adheres to the principles of the aforementioned Organisation, Management and Control Model as well as its annexes and undertakes to respect its contents, principles, and procedures and, in general, to refrain from any conduct that may constitute the offences referred to in Italian Legislative Decree 231/2001 and annexes to this Contract. The infringement of the rules envisaged in the aforementioned documents represents a serious breach of contract.

The Supplier hereby indemnifies the Customer for any sanctions or damages to which the latter may be exposed as a result of the violation of the aforementioned documents by the Supplier or any of its employees.

If the Supplier, or any of its employees, infringes the precepts mentioned in the previous point, as well as in the event of the commission of predicate offences of Legislative Decree 231/2001 by the Supplier or any of its collaborators, the Customer may terminate this Contract, giving notification by registered letter with return receipt or certified email. The termination shall take effect immediately from the date of receipt of the notification and the Customer may also seek compensation for any damages suffered or that may have been incurred;

The Supplier is willing to allow the execution of controls by the Supervisory Body pursuant to Article 6 of Italian Legislative Decree 231/01 of our organisation, subject to agreement on the timing. The controls must comply with labour law and the law on the protection of personal data. The Supplier is informed and accepts that the controls may also be carried out by means of the Customer's corporate functions or appointed third parties.

#### **Article 26 Company policies**

The Acqua Minerale San Benedetto S.p.A. Group aims to fully comply with the laws and regulations in force in relation to the performance of its activities.

The mission of the San Benedetto Group is to combine quality, safety and innovative capacity with a deep respect for the environment and the territory with the enhancement of people.

The General Management has decided to improve and consolidate the reliability, effectiveness and efficiency of the activities carried out at Group companies, adopting an Integrated Safety, Environment, Energy and Quality Management System.

By signing the "Group Corporate Policy", the General Management aims to guide the conduct of corporate bodies and their individual members, employees and their collaborators and suppliers in various capacities towards respect for ethical values and compliance with regulations legislative.

As a UNI CEI EN ISO 50001: 2018 certified company, Acqua Minerale San Benedetto S.p.A. pays the utmost attention to the rational and efficient use of energy, in whatever form it is used. Therefore, in line with its Group policy, AMSB seeks suppliers with the same sensitivity and encourages all stakeholders to adopt an efficient use of energy in their processes.

Equally, it is required that the goods purchased adopt the best available technology so that energy consumption is reduced and therefore optimised as much as possible. In this regard, each supplier is also assessed and selected on the energy efficiency indicators that it will be able to submit during the offer phase.

The General Management of the San Benedetto Group undertakes to make this document known and to disseminate it to all Group employees and to all parties interested in the Company's activities (<https://www.sanbenedetto.it>)

#### **Article 27 Personal data protection**

Supplier and Customer represent and warrant that in the execution of this contract and the related Contract, personal and contact data may be submitted to each other, or in any case made available to their respective contacts (personal data, Company emails, Company phones, smartphones for use, etc.) of directors, employees and/or collaborators who, depending on the tasks and duties assigned, manage and/or execute this Contract and/or the Contract.

Therefore, both Parties shall process such personal data to the extent that this is strictly necessary for the execution of all aspects of the contract and/or the Contract.

The data shall be retained until completion of the mutual services covered by the Contract and/or Contract and subsequently in accordance with the statute of limitations envisaged for the deeds and documents of the Company.



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The individual employee or collaborator may exercise all the rights listed in Articles 15 to 21 of EU Regulation 2016/679, without prejudice, however, to the limits arising from the legitimate interest of the employer.

The Supplier and the Customer therefore represent and warrant that any processing relating to the aforementioned personal data shall be compliant with EU Regulation 2016/679 and based on principles of fairness, lawfulness and transparency, as well as protection of the confidentiality and rights of all parties involved, using instruments suitable to ensure security and confidentiality in compliance with the provisions of said Regulation.

The complete disclosure pursuant to Articles 13-14 of EU Regulation 2016/679 (GDPR) is available on the website <http://www.sanbenedetto.it>

#### **Article 28. Applicable law and place of jurisdiction**

The Contract shall be governed by and construed in accordance with the provisions of Italian law.

In the event of a dispute in any way relating to this Contract, the Court of Venice shall be the only competent court, notwithstanding any other competing court envisaged by current legislation.

#### **Article 29 Annexes**

The Supplier – in the execution of the Contract – also undertakes to respect the contents of the following annexes, which are an integral part of the same, together with these general terms and conditions:

- General Safety Conditions of Acqua Minerale San Benedetto S.p.A.
- SB\_SPP\_M0080\_ALLEGATO 5.
- Technical Specifications of Machinery Construction

For the convenience of the Parties, this Agreement is drawn up in two languages: Italian and English. In the event of a dispute, the Italian text shall be the governing and prevailing version and the only language of the proceedings will be in Italian

Place: \_\_\_\_\_

Date: \_\_\_\_\_

THE SUPPLIER

\_\_\_\_\_