



Acqua Minerale San Benedetto S.p.A.
Socio Unico
*Società soggetta all'attività di direzione e coordinamento
di Zoppas Finanziaria S.p.A.*

GENERAL TERMS AND CONDITIONS OF GENERIC MATERIALS PURCHASE

1. GENERAL INFORMATION

These General Terms and Conditions of Purchase (hereinafter referred to as GTC) will apply to all supplies of Good(s) (as defined below) carried out by your company (hereinafter referred to as the Supplier) in favor of Acqua Minerale San Benedetto and its affiliates (hereinafter referred to as San Benedetto), in fulfillment of Purchase Orders/Contracts in any form signed between your company and San Benedetto.

The General Terms and Conditions may be integrated or amended by specific provisions of the Purchase Orders/Contracts, being it understood that, although the latter will prevail over the content of the GTC, the effectiveness of such additions or amendments will be limited to the specific Purchase Order/Contract.

The Supplier consequently renounces the application of any of its own general and specific terms and conditions of sale which must, therefore, be considered ineffective between the Parties.

2. DEFINITIONS

For the purposes of these General Terms and Conditions of purchase, the following terms will have the meaning assigned to them as follows:

“San Benedetto”: Acqua Minerale San Benedetto S.p.A, with registered office based in Italy, Scorzè (VE), viale Kennedy 65, registered in the Venice Business Register, registration number and tax code 00593710247 and its subsidiaries;

“Supplier”: the company, body, natural or legal person specified in the purchase order/contract that will supply goods to San Benedetto;

“GTC”: these General Terms and Conditions of Purchase, “GTC2024” version.

“Parties”: San Benedetto and the Supplier;

“Supply”: supply of goods that the Supplier must perform in favor of San Benedetto;

“Purchase Order/Contract”: the purchase order/contract issued by San Benedetto and containing the relevant execution specifications”

“Good(s)”: means all generic materials, products, raw materials and technical material, the subject of the Purchase Order/Contract.

3. GENERAL PROVISIONS

These GTC. govern the Purchase Orders/Contracts issued by San Benedetto for the purchase of goods; any exceptions or amendments apply only if approved in writing by San Benedetto.

The Supplier acknowledges that the signing - or tacit acceptance - of these Terms and Conditions does not guarantee any minimum order number by San Benedetto, nor it can be understood as a guarantee of continuity/exclusivity of the relationship with San Benedetto.



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The contractual relationship is perfected between the Parties with the signature by the Supplier of the Purchase Order/Contract for acceptance. In any case, the C.GTC and the Purchase Order/Contract are considered tacitly accepted 5 days after sending the Purchase Order/Contract or, if earlier, once the execution of the supply by the Supplier has started.

The GTC will also apply to Supplies carried out by the same Supplier after the first one, without the need for a new subscription. The Supplier undertakes not to use the supply relationship with San Benedetto for promotional purposes without the express authorization of the latter. The Supplier is prohibited from transferring the execution of the purchase order or the credit deriving therefrom to third parties, even partially.

4. PURCHASE ORDER

The Purchase Order/Contract is the binding document with regards to a) Quantity b) Technical specifications c) Unit and overall price d) Delivery terms and methods e) Payment terms and methods f) Other information useful for carrying out the service.

If the Purchase Order/Contract does not provide otherwise, the following indications will always apply: delivery: free to destination Acqua Minerale San Benedetto SpA, viale Kennedy 65, 30037 Scorzè (VE), Italy; terms of return of goods: DAP reference to Incoterms 2023 or subsequent updates with transport, shipping, insurance and packaging costs/risks borne by the Supplier until delivery at the San Benedetto factory or other destination agreed between the Parties; payment: 120 days from invoice date end of month by bank transfer.

5. TECHNICAL SPECIFICATIONS

The Supplier undertakes to carry out the Supply in accordance with the Technical Specifications indicated by San Benedetto or agreed with the latter. The Supplier must disclose San Benedetto any disputes regarding the content or completeness of the Technical Specifications, under penalty of forfeiture, within 30 days of receiving them.

6. DECLARATION OF CONFORMITY

The Goods ordered must comply with the qualitative, quantitative, intended use and technical requirements specified in the Purchase Order, and in these Terms and Conditions, including the binding compliance requirements. The Supplier also guarantees that the Goods comply with all current safety regulations, the applicable regulations in force in the EU, in the Country of production and in any specified destination Countries.

The Supplier is aware that San Benedetto works in the food sector and that it is required to comply with specific self-control procedures to avoid risks of product contamination as well as the use of materials certified as suitable for food. In relation to this circumstance, the Supplier undertakes towards San Benedetto to:

- 1) scrupulously observe the instructions provided for access to the production plants thereof;
- 2) promptly disclose any information in its possession regarding the qualitative characteristics of the goods supplied which, for any reason, make them unsuitable for use in the food industry.

San Benedetto reserves the right to suspend payments, pending the Supplier's submission of the mandatory declarations or certificates of conformity required by current laws regarding machinery, materials and equipment for the food industry.

7. PRICES AND PAYMENT

The prices indicated in the Purchase Order/Contract are fixed. Price changes justified by increases in supply costs occurring after acceptance of the Purchase Order/Contract are therefore excluded.



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Any price increases resulting from changes to the Supply requested by San Benedetto must be immediately communicated by the Supplier to San Benedetto and accepted by the latter. The fee for any installation and assembly work is understood to be included in the price of the Supply indicated in the Purchase Order/Contract, unless otherwise agreed.

San Benedetto may suspend payments in the event of non-compliance by the Supplier or if there are the circumstances from which it is likely that the Supplier will not comply regularly.

The Supplier is expressly prohibited from issuing drafts/cash order for the payment of invoices.

With the exception of credit transfers with the Findynamic platform, expressly authorized by the Customer, the transfer of credit and/or factoring is prohibited.

Any changes to the IBAN code must be communicated to the Customer with at least 45 days' notice to the certified email address amministrazionefornitori.sanbenedetto@registerpec.it

8. DELIVERY

The delivery of the Supply must be carried out by the Supplier exactly at the time, place and under the terms and conditions envisaged in the Purchase Order/Contract; San Benedetto's right to subsequently modify, by postponing, the delivery date indicated in the initial purchase order, following changed needs in the planning and/or execution of the works for which the order was placed, is without prejudice to the above.

In this case the Supplier will not be able to claim any type of compensation even for storage and/or warehousing of the ordered goods.

In the event that delivery occurs after the date established in the Purchase Order/Contract, due to the Supplier's needs, no penalty will be applied for the first week of delay. For each subsequent day of delay, San Benedetto will have the right to apply a penalty equal to 1% of the price of the Supply, or any batch of Supply, which is delivered late, without prejudice to compensation for any greater damage suffered.

San Benedetto is authorized by the Supplier to deduct the amount of the penalty directly from the payments due to the Supplier.

The delivery terms indicated in the purchase order are essential; therefore, any delay attributable to the Supplier which extends beyond 20 days from the delivery date envisaged in the Purchase Order/Contract will be just cause for termination of the relationship with compensation for the damage suffered. In any case, any delays must be communicated as soon as possible, in order to attempt a rescheduling and limit the delay. The costs of transport, packaging and insurance of the supply are borne by the Supplier as well as the risks of destruction of the goods until they are received by the service responsible for this at San Benedetto premises. Ownership of the goods supplied passes to San Benedetto upon their receipt by the service in charge at San Benedetto premises.

9. SUPPLY CHAIN SECURITY

The Supplier declares that (i) the goods produced, stored, shipped or transported by order of San Benedetto, delivered to San Benedetto or taken for delivery by San Benedetto are produced, stored, prepared and loaded in safe commercial premises and in areas of safe loading and shipping and are protected against unauthorized tampering during production, storage, preparation, loading and transportation; (ii) only trusted personnel are used for the production, storage, preparation, loading and transport of these goods; (iii) its suppliers and authorized subcontractors act in compliance with the above principles, thus guaranteeing the security of the supply chain.



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10. INDUSTRIAL PROPERTY

All drawings, projects, documents, technical information, as well as models or samples that San Benedetto communicates, even verbally, or makes available to the Supplier for the execution of the Supply, will be considered Confidential Information of San Benedetto and, as such, of exclusive property of San Benedetto.

In relation to such Confidential Information, the Supplier, even after the termination of the relationship, is required to: (a) use it exclusively for the correct execution of the Order; (b) keep it with the utmost care and confidentiality and return it to San Benedetto at the latter's request; (c) identify it as property of San Benedetto; (d) not reproduce or copy it in any way unless this is necessary for the execution of the Supply; (e) not transmit it or reveal its contents to third parties without the prior consent of San Benedetto.

In the event that the design, testing or development work is carried out by the Supplier in execution of a specific assignment from San Benedetto in this sense, any inventions, the related industrial property rights, the drawings and in general the technical results obtained will be of exclusive property of San Benedetto, provided that the task has been entrusted for consideration. The Supplier guarantees, at all times, San Benedetto against any and all claims by owners or licensees of patents, trademarks, licenses, designs, models and other intellectual works used for the purpose of carrying out the Supply.

11. EQUIPMENT, MOLDS

The equipment (gauges, molds, specific equipment, control equipment, etc.) that San Benedetto makes available to the Supplier for the execution of the purchase order remain the exclusive property of San Benedetto.

12. PACKAGING

The packaging of the goods subject to the Supply is the responsibility of the Supplier. It must comply with the regulations in force at the time of delivery and with the specifications indicated in the Purchase Order, as well as created in such a way as to guarantee the identification and integrity of the goods during transport, loading, unloading, movements through use of standard equipment and even prolonged storage over time.

13. SUBSUPPLIES

The Supplier arranges on its own initiative to order the raw materials, semi-finished products or finished parts, and anything else necessary for the execution of the supply. It is solely responsible for the choice of subcontractors, their performance and the possession of the necessary requirements for the regular execution of the subsupplies.

14. PERSONAL DATA PROTECTION

The Supplier and San Benedetto declare that, in the execution of this Purchase Order/Contract and the related Purchase Order/Contract, personal and contact data of directors, employees and/or collaborators who, depending on the duties and tasks assigned, manage and/or execute this Purchase Order/contract and/or the Contract (personal data, company e-mails, telephone numbers, smartphone numbers for work use, etc.) may be communicated to each other, or otherwise made available to the relevant contact persons.

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

The data will be retained until the mutual services covered by the Contract Order and/or Purchase Order/Contract are completed and subsequently in accordance with the statute of limitations set for the company's deeds and documents.

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



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The Supplier and San Benedetto therefore declare that any processing relating to the above-mentioned personal data will be compliant with EU Regulation 2016/679 and based on principles of correctness, lawfulness and transparency, as well as protection of the confidentiality and rights of all the subjects involved, using suitable tools to guarantee security and confidentiality in accordance with the provisions of the said decree.

The complete information policy pursuant to Art. 13 – 14 of EU Reg. 2016/679 (GDPR) is available on the Website <http://www.sanbenedetto.it/en>

15. WARRANTY

The Supplier undertakes to supply goods suitable for the use for which they are intended, free from faults or defects and compliant with current legislation. The goods must also have the required reliability, availability and maintainability indices according to the values contained in the Technical Specifications. The simple delivery or payment of the goods cannot in any case be considered as acceptance of the goods, which takes place by the competent San Benedetto bodies according to the methods indicated below in this Article. The Supplier may send its personnel to the San Benedetto premises, by agreement with it, to examine the means and procedures used in the receipt control and acceptance testing. In the event that, upon receipt control, the non-conformity of the goods delivered to the agreement is revealed, San Benedetto will issue a "NON-CONFORMITY REPORT FORM" indicating the non-conformity detected, the quantities, the order references and the notice to the Supplier to intervene within 48 hours of receipt. The Non-Conformity Report Form will be sent to the Supplier by fax or email to the address indicated by the Supplier in the Purchase Order or order confirmation. If 48 hours have passed from receipt of the Report Form without the Supplier having remedied the non-conformity or having made agreements with San Benedetto, the latter will have, at its choice, one or more of the following options, without prejudice to the right to compensation greater damage suffered: (a) accept any quantitative differences found with the right to correspondingly modify the quantities of any subsequent supplies; (b) reject the non-compliant part of the supply, with the right, if the Supplier does not collect it immediately, to return it by courier to the Supplier's address, at its expense, also compensating the transport costs with any amounts due to the Supplier, even for subsequent orders.

16. ETHICS CLAUSES and Legislative Decree No. 231/2001

The Supplier is aware that the Customer's organization has adopted and implements an Organization, Management and Control Model pursuant to Legislative Decree No. 231/2001, with the related Code of Ethics (<http://www.sanbenedetto.it/en>) which it declares to have read from the company website and which it declares to have understood.

The Supplier adheres to the principles of the above-mentioned organization, management and control model as well as its annexes and undertakes to respect its contents, principles and procedures and, in general, to abstain from any behavior capable of configuring the crime cases indicated in the Legislative Decree No. 231/2001 and annexes to this Contract. Violation of the rules set out in the above-mentioned documents represents a serious breach of contract.

The Supplier hereby indemnifies the Customer for any sanctions or damages that may arise to the latter as a consequence of the violation of the above-mentioned documents by the Supplier or any of its collaborators.

If the Supplier or any of its collaborators violate the precepts mentioned in the section above, as well as in the event of commission of predicate crimes of Legislative Decree No. 231/2001 by the Supplier or any of its collaborators, the Customer may terminate this contract with communication to be sent by registered mail or certified email. The termination will have immediate effect from the date of receipt of the communication and the Customer will also be able to take action for compensation for any damage suffered or about to be suffered;

The Supplier is available to allow checks to be carried out by the Supervisory Body pursuant to Art. 6 of Legislative Decree No. 231/01 of our organization, subject to agreement regarding the timing. The checks must comply with labor law and the law on the protection of personal data. The Supplier is informed and accepts that the checks can also be carried out by means of the Customer's corporate functions or appointed third-party specialists.



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17. COMPANY POLICY

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

The mission of the San Benedetto Group is to combine quality, safety, ethics, and innovation with deep respect for the environment and the local area, while promoting and enhancing people and their dignity.

Top Management has decided to improve and strengthen the reliability, effectiveness, and efficiency of the activities carried out within the Group's companies by adopting an Integrated Management System covering Safety, Environment, Energy, Quality, Ethics, and Gender Equality.

By endorsing the "Group Company Policy," the Group aims to guide the conduct of corporate bodies and their individual members, employees, collaborators, and suppliers of all kinds toward compliance with ethical values and legal requirements.

As a company certified under UNI CEI EN ISO 50001:2018, Acqua Minerale San Benedetto S.p.A. places the utmost attention on the rational and efficient use of energy, in any form in which it is used. In line with its Group policy, AMSB seeks suppliers who share the same awareness and encourages all stakeholders to adopt energy-efficient practices within their processes.

Similarly, it is required that purchased goods incorporate the best available technology in order to minimize and optimize energy consumption as much as possible. For this purpose, each supplier is also assessed and selected based on the energy performance indicators they are able to provide during the tendering phase.

Acqua Minerale San Benedetto S.p.A. is certified under UNI/PdR 125:2022 and has adopted a gender equality management system. Within the commitments set out in the company policy, the following aspects—applicable to all suppliers as well as company personnel—are emphasized:

- a zero-tolerance principle toward any form of violence and harassment, whether physical, sexual, verbal, or digital;
- The presence of a reporting system for such incidents, which also ensures the anonymity of the whistleblower.

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

18. RIGHT OF ACCESS AND AUDIT AT THE SUPPLIER PREMISES

San Benedetto reserves the right to carry out inspections of the Supplier premises at any time, subject to prior notice, in order to verify the correct fulfillment of the obligations taken over by them in the Contract.

In particular, the Supplier immediately acknowledges and accepts that San Benedetto has the right to freely carry out audits, viewing all the Supplier's documentation necessary or useful to verify the actual compliance by the Supplier with the deduced commitments in this Purchase Order/Contract.

19. CONFIDENTIALITY OBLIGATION

The Supplier undertakes not to advertise using the Customer's name, logo and trademarks, its registered trademarks and to process any information contained in the Purchase Order/Contract and any attachments thereto on a strictly confidential basis.



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Furthermore, while accepting the Purchase Order/Contract, the Supplier undertakes to keep strictly confidential, not to reproduce for anyone, even partially, or provide to others any information or technical data received directly or indirectly from San Benedetto 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 customized configuration that it has created specifically for San Benedetto and transferred to it pursuant to the above-mentioned Art. 5.

Any possible exception must be expressly authorized by San Benedetto.

The confidentiality commitments deduced in this clause will be valid and binding for up to 5 years following the end of the commercial relations between San Benedetto and the Supplier, without prejudice to the industrial secret protections provided pursuant to Articles 98 and 99 of Legislative Decree No. 30/2005.

20. INDEMNIFICATION

The Supplier assumes full responsibility towards San Benedetto in guaranteeing that its supply (including any new and/or customized configuration referred to in Art. 5) is not and will not be produced in violation of intellectual property/industrial rights belonging to third parties, including patents or proprietary licenses, thus guaranteeing San Benedetto the freedom and lawfulness of the use and trade of said supply and/or in violation of any other rule established by relevant and applicable law.

Furthermore, the Supplier undertakes to hold San Benedetto harmless from any claim by third parties - including those originating from proceedings, actions, complaints - resulting from violations perpetrated by the Supplier (and/or its authorized subcontractors) of any right and/or regulation provided for by applicable law, including violations of trademarks, patents, know-how or other industrial/intellectual property rights, promptly compensating San Benedetto for any damages suffered.

21. CERTIFICATIONS

San Benedetto SpA is ISO 14001 certified for the Environmental Management System, and ISO 50001 for the Energy Management System, and is equipped with an organization, management and control model pursuant to Legislative Decree No. 231/2001 and a Code of Ethics available on <http://www.sanbenedetto.it/en> in the "Corporate Area" section. The Supplier must comply with the aforementioned principles of social/environmental responsibility, with the provisions of Legislative Decree No. 231/2001, as amended and supplemented, Legislative Decree No. 81/2008, as amended and supplemented, Legislative Decree No. 152/2006, as amended and supplemented (Consolidated Environmental Law), the provisions on the safety of the supply chain (referred to in Art. 8) and the San Benedetto Code of Ethics; the Supplier also undertakes to ensure that its Suppliers and Subcontractors also comply with the principles mentioned above. The Supplier hereby undertakes to indemnify San Benedetto from any sanctions or damages that may arise as a consequence of the violation of these commitments by the Supplier and/or its employees/collaborators/suppliers/subcontractors.

The Supplier undertakes to energetically offer high-performance and sustainable products and related packaging and to indicate the specific environmental certifications or labels inherent to them.

Furthermore, the Supplier must - every 120 days - deliver a copy of its updated and valid single insurance contribution payment certificate to San Benedetto.

22. HEALTH, SAFETY AND ENVIRONMENT

Upon delivery of the supply to the place indicated by the Buyer in the Purchase Order/Contract, the Supplier will observe and ensure that all its employees, representatives or subcontractors comply with the regulations in force at the above-



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mentioned place regarding health, safety, working and environment conditions in addition to current legislation and applicable regulations on the matter.

If the Supplier, its possible subcontractors, employees, agents or representatives do not comply with the above-mentioned provisions, San Benedetto reserves the right to refuse access to or stay in the delivery locations to the Supplier and the above-mentioned subjects.

The Supplier will bear all consequences deriving from failure to comply with the obligations referred to in this Article and from the denial of access or stay at the place of delivery, including all expenses incurred by the Supplier due to the above-mentioned denial of access or stay.

In this regard, the Supplier will indemnify and hold San Benedetto harmless from any claim made against San Benedetto by anyone, for any reason and/or cause.

23. TERMINATION DUE TO NON-COMPLIANCE

For the purposes and with the modes of Art. 1456 of the Italian Civil Code, San Benedetto may terminate any ongoing order and the commercial relationship with the Supplier if the Supplier defaults on:

- fraud, gross negligence, contravention in the execution of contractual obligations and conditions;
- loss by the Supplier of the requirements for the execution of the supply;
- unjustified suspension of supplies;
- failure to respect the quality of supplies

San Benedetto also reserves the right to terminate orders in progress if a competing third-party company were to take control of the Supplier, or due to the Supplier's business cessation, its serious state of insolvency or even if it finds itself in a situation of controlled administration, extraordinary administration, agreement among creditors, bankruptcy or any other insolvency procedure.

24. APPLICABLE LAW AND JURISDICTION

The Court of Venice is competent for any dispute.

San Benedetto reserves the right to reach an agreement with the Supplier in the court where the latter has its registered office.

These GCT as integrated by the Purchase Order/Contract are governed by Italian law.