



Acqua Minerale San Benedetto S.p.A.  
"Company managed and coordinated  
by Zoppas Finanziaria S.p.A."

## **GENERAL CONTRACTUAL CONDITIONS OF SAN BENEDETTO S.p.A. (WORK AND SERVICES)**

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## 1. INTRODUCTION

- a. The Customer is a company that operates in the production and distribution of food products and, in particular, mineral water and beverages in general (ATECO code 11.07) and needs to appoint third parties to perform activities ancillary and complementary to its main business;
- b. The production cycle within which the Customer's activities are organised requires the execution of numerous ancillary and complementary activities;
- c. The Customer intends to outsource specific ancillary and complementary activities to third parties;
- d. The Contractor operates in the market and has declared its willingness to carry out, with the organisation of the necessary means and with management at its own risk, the activities specified herein;
- e. The Contractor holds INAIL and INPS insurance positions and applies to its employees the remuneration and regulatory conditions envisaged by the national collective labour agreement for the category;
- f. The Contractor has declared its willingness to carry out and independently manage, under its own responsibility, the activities requested by the Customer;
- g. In relation to the activities to be carried out, the Contractor declares:
  - that it has sufficient experience, skills and resources;
  - that it possess the necessary administrative authorisations to carry out the activities;
  - that it has adopted a management model for occupational safety;
  - that there are no outstanding social security contributions, as shown in the DURC attached to this contract;
  - that it is not subject to any impediments deriving from disqualification sanctions pursuant to Italian Legislative Decree 231/01;
  - that there are no legal disputes pending with workers for non-payment of wages or contributions.

## 2. AREA OF APPLICATION

- 2.1 These General Contractual Conditions (hereinafter, the "GCC") define the terms and conditions that apply to each individual contract (hereinafter, "Contract") concluded between Acqua Minerale San Benedetto S.p.A. or Affiliates (hereinafter also, the "Customer") and a "Contractor", hereinafter also, "the Parties", for the acquisition of works and/or services.
- 2.2 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
  - The agreed economic conditions and timing (offer)
  - The GCC
- 2.3 Any derogation from or amendment of the GCC proposed by the parties will be valid only if made in writing and accepted by the Parties and will be applied only to the Contract for which it was proposed, without the possibility of the exception's being extended to subsequent contracts entered into with the same contractor.

## 3. SUBJECT OF THE CONTRACT

- 3.1 The subject of the Contract is the Works or services as better indicated in the Contract, to be carried out in the work areas indicated by the Customer.
- 3.2 The Contract does not establish any permanent collaboration between the Contractor and the Customer.
- 3.3 The Works and/or Services must be carried out according to industry standards, with independent organisation of the necessary resources and technically suitable personnel, in compliance with any plans and execution specifications that may be attached to the Contract. It is forbidden for the Contractor to start performance of the Contract before having returned it duly stamped and signed.

In any case, the subject of the Contract includes the following, which must be carried out under the responsibility and at the expense of the Contractor: all the works and interventions to be carried out, the documents to be produced, the materials to be supplied, the services to be provided and any other activity, even if not specifically indicated in the PO, insofar as necessary for contract to be carried out according to industry standards, in compliance with all applicable legal requirements and technical/procedural regulations. If, during the performance of the Contract, the Customer detects the need to make substantial changes to the



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contract, the Contractor must provide qualified and suitable labour and the necessary means to implement said changes without this giving rise to any reserve or request for particular fees in addition to the amounts agreed in advance between the Parties for said changes. The Contractor has the right to require that orders, technical instructions or any changes to the programmes or provisions originally supplied be communicated in writing.

- 3.4 Any additional Works and/or Services will instead be specified by the Customer from time to time, and the Contractor must submit an offer for them that will be the object of specific negotiations.
- 3.5 The Customer reserves the right to cancel certain works or categories of works from the Contract, with it being understood that, in this case, the Contractor will not only have nothing to claim either by way of compensation or by way of loss of earnings, but also the originally agreed fee will be reduced accordingly.
- 3.6 Any variants and/or changes that the Contractor intends to make will become enforceable only after explicit approval by the Customer. Variants and/or changes made by the Contractor without explicit written approval by the Customer cannot be compensated and shall remain the responsibility of the Contractor itself, without prejudice, if requested by the Customer, to any restoration at the Contractor's care and expense, in addition to compensation for any damages suffered by the Customer.

#### **4. OBLIGATIONS OF THE CUSTOMER**

- 4.1 Unless otherwise agreed, the Customer undertakes to:
  - I. deliver the area to the Contractor in accordance with the arrangements set forth in the operating procedures in force within the Plant;
  - II. provide, where required, a free area that will be used by the Contractor for the huts, machinery, equipment and warehouses (including temporary deposits of materials or machinery for optimal conservation and use), and for any other facility to be used for the set-up of the work areas;
  - III. provide, at its own expense, the continuous supply of energy, heating and water utilities for the performance of the services. It should be noted that any interruption of these supplies due to force majeure or reasons in any case not dependent on the Customer may not constitute entitlement to any type of compensation;
  - IV. provide the Contractor, exclusively in the person of its Service Manager, promptly with all information and specifications useful for the execution of the assignment;
  - V. if it asks the Contractor to make changes, to give the Contractor in writing all the instructions and requirements necessary and/or appropriate for the execution of the Works and/or Services;
  - VI. communicate in good time to the Contractor the start date of the verification of the regular execution of the works, inviting it to participate in the aforementioned verification operations;
  - VII. provide restrooms, a canteen and, where required, the use of suitable changing rooms.

#### **5. OBLIGATIONS OF THE CONTRACTOR**

- 5.1 The Contractor undertakes, for the entire duration of the Contract, to perform the service covered by the Contract with its own suitable means and according to the conditions, methods, terms and requirements contained in the documents forming part of the Contract and, moreover, undertakes to guarantee to the Customer that all activities will be carried out in accordance with the legal requirements, the highest professional diligence, the best available techniques, according to industry standards and using qualified personnel suitable to carry out the activities.
- 5.2 To this end, the Contractor declares that it has full knowledge of the location where the services will be carried out and that it is aware of all the factual and local circumstances relevant to the execution of the work, and therefore may not raise objections for any difficulties that may arise during the performance of its services.
- 5.3 The Contractor must ensure that its workers are aware of the Italian language and can read and write. The Contractor will ensure the presence/availability of a Site Coordinator with coverage in accordance with the production needs of the Customer.
- 5.4 The Contractor undertakes to observe, with respect to its employees, all laws, regulations and collective agreements regarding economic/regulatory treatment, social security and protection against workplace



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accidents and occupational diseases, with it being understood that the Contractor is responsible for the relative civil and criminal charges and liabilities envisaged by the laws in force in this area.

- 5.5 The Contractor undertakes to regularly meet the trade union, remuneration, insurance and social security charges in force during the execution of the Works and/or Services, in compliance with the applicable laws, regulations and collective labour agreements, indemnifying and holding harmless the Customer against any liability in this regard. For the workforce to be employed in Works and/or Services that require, based on the legislation in force, or the provisions of the Contract, possession of a specific qualification or professional accreditation, the Contractor is required to produce the relevant certificates, on request from the Customer.
- 5.6 The Contractor must submit the DURC to the Customer on a four monthly. The Contractor also undertakes to provide the Customer with the certificate of compliance with the requirements set forth in art. 17-bis(5) of Italian Legislative Decree no. 241 of 9 July 1997 (DURF) or, alternatively, the information and documentation referred to in paragraphs 1, 2, 3 and 4 of Article 17-bis(2) of Italian Legislative Decree no. 241/97.
- 5.7 Without prejudice to the provisions of art. 8, the Contractor expressly acknowledges that the non-fulfilment of even one of its obligations, and in particular, the non-payment of the salaries accrued for the work services provided in the performance of this contract or failure to promptly pay to the social security or insurance institutions the amounts and contributions due in accordance with the law or the collective agreement on the salaries themselves, will unquestionably entitle the Customer to suspend payment of the amounts due until the Contractor provides proof, through documentation deemed suitable by the Customer, that it has definitively settled the remuneration and contribution situation, and to terminate the contract due to the negligence of the Contractor.
- 5.8 In any case, the Customer is hereby authorised to suspend all payments to the Contractor and to replace the latter or any subcontractors in carrying out, in their name and on their behalf and up to the amount owed and possibly outstanding, the obligations of the Contractor and/or subcontractors towards both the employees and the social security and welfare institutions.
- 5.9 The Customer may pay the fees due to the Contractor exclusively following delivery and verification of the legitimacy and completeness of the documentation regarding the regularity of contributions both in relation to the personnel employed by the Contractor and in relation to the personnel employed by any subcontractors.
- 5.10 The Contractor undertakes, where envisaged, to carry out the work according to the technical supply specifications attached to the Contract.
- 5.11 The Contractor undertakes, where envisaged, to provide the Customer with regular certification of compliance of the work under the Contract.
- 5.12 In the case of assignment of works within the Customer's company, it will also be the Contractor's responsibility to autonomously organise and manage the area of competence expressly reserved to it by the Customer within the company.

## **6. METHOD OF PERFORMANCE OF THE CONTRACT**

- 6.1 The activities, as better described in the Contract, will be coordinated with the production requirements and agreed with the Customer's Service Manager.
- 6.2 For the performance of the contracted works or services, the Contractor will make use of its own personnel under its own direction and full responsibility. It also undertakes to comply with the provisions of the General Safety Conditions (GSC) attached to these General Contractual Conditions.
- 6.3 If the Contractor is unable to perform even one of the services covered by this contract, it undertakes to promptly notify the Customer with at least 24 hours' notice of the start time of the contracted services, in order to allow the Customer to make other provisions for its needs.
- 6.4 The Contractor must notify the Customer by email of the replacement of workers in the event of illness, holidays and miscellaneous. The replacement must be made with operators with the same level of training. The Contractor undertakes to reduce the hiring of new personnel as much as possible.
- 6.5 The Customer requires the presence of a Site Coordinator during the performance of the activities covered by the Contract.



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- 6.6 The Customer reserves the right, pursuant to art. 1662 of the Italian Civil Code, to inspect and supervise the execution of the activities at any time and to request their interruption if it identifies a violation of the GCC or any other provision regarding workplace safety and the application of accident prevention measures.

## **7. ACCEPTANCE OF THE WORK AND DISCREPANCIES**

- 7.1 In compliance with the terms set out in the Contract, the Contractor shall give written notice of the completion of the work to allow the Customer to proceed with the verification thereof in order to accept the works or report any defects or discrepancies, by signing the end-of-work report.
- 7.2 The express or tacit acceptance of the work without reservation by the Customer shall release the Contractor from any liability for discrepancies or defects in the work itself if these were known to the Customer or easily recognisable, provided that they have not been intentionally concealed.
- 7.3 The Customer must, under penalty of forfeiture, report any discrepancies and defects to the Contractor within eight days of discovery, in accordance with the provisions of art. 2226 of the Italian Civil Code, by registered letter with acknowledgement of receipt or by certified email. The Customer may choose to request that the defects and defects be eliminated by the Contractor, at its own expense, or that the price be proportionally reduced. However, if the defects and discrepancies make the work completely unsuitable for its intended use, the Customer may request termination of the contract. This is without prejudice to the right to compensation for damages.
- 7.4 The right to legal proceedings shall be subject to a time limit of within one year of delivery.

## **8. INTEGRATED WORKPLACE SAFETY AND ENVIRONMENT MANAGEMENT SYSTEM**

The Customer implements an integrated workplace safety and environmental management system (UNI ISO 14001 - UNI ISO 45001). It is thus committed to maintaining compliance with legislative obligations and ensuring continuous improvement and therefore requires commitment and cooperation to ensure the following:

- implementation of the obligations envisaged by current environmental and safety legislation;
- implementation of the procedures and protocols envisaged by the Company's integrated management system;
- involvement in company enhancement projects;
- the **immediate** reporting to the Customer of accidents, near misses, dangerous situations and environmental accidents;
- involvement in training and communication initiatives aimed at improving the environment and safety;
- inspections by the Customer aimed at assessing compliance with the obligations envisaged by the contract.

The Contractor hereby declares that the contracted services will be carried out by its workers, who guarantee that they are professionally fit and qualified for the correct and timely performance of the services.

For the purposes of the management of occupational safety and respect for the environment, the Contractor declares that it has read, accepted and applied the General Safety Conditions (GSC) attached to these GCC.

The Contractor undertakes to disclose all information and documents contained in the GSC, in a complete and appropriate manner, to its employees, associated companies and authorised subcontractors.

To carry out the activities, the Contractor must use suitable equipment fitted with the best possible technology (BAT - Best Available Technologies), in order to minimise the risk to workers' health and the environmental impacts. During the coordination phase, the best technologies currently applicable in the areas covered by this contract will be identified.

## **9. SERVICE MANAGER (Responsible for carrying out supervisory activities)**

The personnel employed by the Contractor for the execution of the contracted services shall work under the guidance and direction of one or more adequately trained and informed Service Managers. The Contractor shall notify the Customer in writing - before the start of the activities covered by this contract - of the name(s) of the Service Manager(s) as well as, in advance and in writing, of any changes to the same.



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The Service Manager(s) shall:

- represent the Contractor vis-à-vis the Customer
- supervise, on the Contractor's behalf, the execution of the works covered by the Contract and handle all the duties envisaged by the laws in force, with particular reference to workplace safety and environmental protection
- ensure the control, management and supervision of the performance of the services by the personnel used by the Contractor.

For the Customer, the Service Manager will be indicated in the Contract.

The Customer may contact the Service Manager(s) for any report, information or special request concerning the services themselves.

During the hours of work of the Contractor's personnel, at least one Site Coordinator must always be present, in order to ensure the correct technical management of the works. The Service Manager must also be present/available for the adequate management of the disciplinary aspects of the personnel as well as the timely application of the current regulations on workplace health and safety and the prevention of accidents by the personnel themselves.

## 10. QUALITY CONTROL

The Contractor hereby declares that it is aware that the Customer operates in the packaging of food products and in particular of mineral water and beverages in general. It therefore undertakes to observe, and ensure its personnel observe, all the instructions and directives on the subject of food hygiene and safety issued by the Customer's Quality Control and HACCP.

The Contractor guarantees, at its own expense, that it will ensure the training and instruction of the personnel, implementing all the procedures regarding the quality system and the relative updates that will be provided by the Customer.

The Contractor also undertakes to make its personnel available, at its own expense, for participation in the training courses provided for by Lombardy Regional Council Decree 282/2002 and Legislative Decree 155/97 and Regulation (EC) No 852/2004, which the Customer will arrange.

## 11. DURATION AND WITHDRAWAL

- 11.1 The term and effectiveness of the GCC will take effect and be valid from the date of execution of the relevant Contract until any new issue.
- 11.2 The Contract will be fully effective upon receipt by the Customer of its acceptance, duly stamped and signed by the Contractor. It is forbidden for the Contractor to start the execution of the Contract before having returned it duly stamped and signed.
- 11.3 The Contract will end on the date of completion of the activities covered by the Contract or, where envisaged, the positive outcome of the testing of the activities themselves.
- 11.4 The dates referred to in point 11.2 in the provision of services will be specified in the relative PO.
- 11.5 Tacit extension and automatic renewal of the Contract is not permitted.
- 11.6 Each party reserves the right to withdraw at any time, subject to 30 days' notice, in the event of any serious breach. To this end, without limitation, the parties hereby agree that infringement of the obligations set out in points 5, 8 and 10 will constitute a serious breach by the Contractor.

## 12. CONSIDERATION

For the performance of the services covered by the Contract, the Customer will pay the Contractor a fee determined as indicated in the Contract, where the costs for the management of occupational safety are also indicated. The fee is fixed and binding for the parties for the duration of the Contract.

This consideration must be understood as inclusive of any and all rights and payables of the Contractor in relation to the Contract.



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Payment will be made as indicated in the Contract, on the invoice date, by bank transfer to the credit institution indicated on the invoice by the Contractor.

### **13. TAX OBLIGATION VERIFICATIONS**

- 13.1 The Contractor undertakes to provide the Customer with certification of the fulfilment of the obligations to pay the withholding taxes on the income from employment and the VAT due in relation to the services provided under the contract.
- 13.2 To this end, the Contractor undertakes to send the Certificate of compliance with the requirements set forth in art. 17-bis paragraph 5 of Italian Legislative Decree 9 July 1997 no. 241 (DURF);
- 13.3 Alternatively, it will provide the Customer, within five working days after the payment deadline, by certified email, with the payment delegations relating to the payment of withholding taxes, as well as a list of the names of all workers, identified by tax code, employed during the previous month directly in the execution of the works or services entrusted, including by subcontractors, with details of the hours of work performed by each recipient in the execution of the work or service entrusted, the amount of remuneration paid to the employee linked to said service and details of withholding tax payments carried out in the previous month with respect to the worker in question, with a separate indication of those relating to the service assigned by the Customer.
- 13.4 The Contractor acknowledges that non-fulfilment of the above-mentioned obligations shall entitle the Customer to suspend the terms of payment of the fees.

### **14. LIABILITY AND INSURANCE**

- 14.1 The Contractor shall be liable for any damage caused to people, buildings, plants, machines, tools and various materials in its own or third-party storage, as well as any damage caused to the environment as a result of non-compliance with the regulations in force concerning protection of the soil, water and atmosphere, unless it can be proven that these events occurred due to facts not attributable to the Contractor itself.
- 14.2 In addition to all the insurance policies required by law, the Contractor declares that it has taken out, with a leading insurance company and with a maximum limit of €3,000,000.00, an insurance policy to cover civil liability towards third parties/workers relating to the services covered by the Contract.
- 14.3 At the same time as signing the Contract, the Contractor will deliver a copy of the aforementioned insurance policy to the Customer and undertakes to communicate in advance and in writing to the same any change relating to the insurance policy in question.

### **15. PENALTIES AND SANCTION SYSTEM**

In order to implement the UNI ISO 45001/UNI ISO 14001 Integrated Management System and the General Safety Conditions and without prejudice to the other remedies provided for in the contract and any compensation for damages, the Contractor is required to pay the following penalties in favour of the Customer:

- a) €200 for each violation of the rules on the adoption and use of PPE by employees;
- b) €1,000 for each breach of the safety procedures ascertained by the competent supervisory bodies;
- c) € 200 for each document not delivered to the Customer (e.g. DURC, employee list, Chamber of Commerce certificate, DVR, PPE list, insurance, etc.)
- d) € 100 for each violation of the provisions on personnel identification (use of identification cards, use of personnel not previously communicated);
- e) € 100 for each non-compliance ascertained during the quality audit conducted by the Customer according to the Quality System adopted;
- f) € 300 for each violation of the procedures of the HACCP manual as referred to in art. 8 of the General Safety Conditions.
- g) € 500 for each environmental and occupational safety violation.



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## **16. SECRECY AND CONFIDENTIALITY OBLIGATIONS**

The Parties undertake to maintain the utmost confidentiality and secrecy on all matters concerning their business organisation and not to disclose to third parties the documents, data and any other information of which they become aware through the performance of this contract and also after its termination, for any reason. In particular, the Parties will take all precautions necessary to safeguard the confidentiality and will impose this obligation on their personnel, prohibiting them from any abusive use of the information received or, in any case, learned.

## **17. PERSONAL DATA PROTECTION**

The Contractor and the Customer declare that, in the performance of this agreement and the related Contract, personal and contact data may be communicated to each other, or in any case made available to their respective contacts (personal data, company email addresses, company telephone numbers, smartphones for work use, etc.) of directors, employees and/or agents who, depending on the tasks and duties assigned, manage and/or execute this agreement and/or the Contract.

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

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

The individual employee or agent 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.

Therefore, the Contractor and the Customer declare that any processing relating to the aforementioned personal data will be compliant with EU Regulation 2016/679 and based on principles of integrity, lawfulness and transparency, as well as protection of the confidentiality and rights of all parties involved, by means of instruments suitable for guaranteeing security and confidentiality in compliance with the provisions of said decree.

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

## **18. FORCE MAJEURE**

18.1 In the event of force majeure, the Parties may request the suspension and resumption of the performance of the Contract within different terms to be set by mutual agreement.

18.2 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 occurred and the date on which they will likely cease to take effect. If the force majeure event invoked by the Contractor results in a delay of more than 30 days in the execution of the Contract, the Customer shall have the right to terminate the contract at any time by sending a registered letter with acknowledgement of receipt to the Contractor.

## **19. ORGANISATION, MANAGEMENT AND CONTROL MODEL pursuant to Italian Legislative Decree 231/2001**

19.1 The Contractor is aware that the Customer's organisation has adopted and implements an Organisation, Management and Control Model pursuant to Italian Legislative Decree 231/2001, with the related Code of Ethics (<http://www.sanbenedetto.it/en>). It declares that it has read the same from the company website and understood them.

19.2 The Contractor shall adhere to the principles of the aforementioned Organisation, Management and Control Model as well as its annexes and undertakes to respect the contents, principles, and procedures therefore and, in general, to refrain from any behaviour that may constitute the offence indicated in Italian Legislative Decree 231/2001 and annexes to the Contract. Infringement of the rules envisaged in the aforementioned documents will constitute a serious breach of contract.

19.3 The Contractor shall hold harmless our organisation against any sanctions or damages that may arise to the latter as a result of violation of the aforementioned documents by the Contractor or its agents.

19.4 If the Contractor, or any of its agents, violates the precepts mentioned in the previous point, as well as in the case of the commission of predicate offences under Legislative Decree 231/2001 by the Contractor or any of its agents, the Customer may terminate this contract with a communication to be sent by registered



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- letter with return receipt or certified email. Termination will take effect immediately from the date of receipt of the communication. Our organisation may also take action for compensation for any damages already incurred or incurred at a later date.
- 19.5 The Contractor is willing to allow the execution of inspections by the Customer's Supervisory Body pursuant to art. 6 of Italian Legislative Decree 231/01, subject to agreement on the time frames. Said inspections must comply with labour law and the law on the protection of personal data.
- 19.6 The Contractor has been informed and accepts that the inspections may also be carried out by the company departments of the Customer or of any third-party specialists appointed.
- 19.7 The Contractor undertakes to report to the Customer's Supervisory Body any cases of violation of the principles contained in all the aforementioned documents, according to the methods indicated in the Code of Ethics and in the Protocols attached to the contract.

## 20. 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>).



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## 21. SUBCONTRACTING AND TERMINATION OF THE CONTRACT

- 21.1 It is forbidden for the Contractor to subcontract or transfer all or part of the Contract to other companies and in any case to delegate or transfer to others the execution of the activities assigned with the contract itself and/or the receivables deriving from it. The aforementioned prohibition does not apply in cases where the contract is assigned to a parent company, subsidiary or affiliate of one of the Contracting Parties, considered as such pursuant to and for the purposes of articles 2359 et seq. of the Italian Civil Code. In any case, the Customer, by way of derogation, is entitled to give the Contractor, also at its request, prior written authorisation to subcontract individual tasks or works/services falling within the scope of this contract. In this case, the Contractor shall in any event remain liable to the Customer for the subcontracted activity. In any case, only first-level subcontracts will be authorised; therefore, any requests for additional subcontracting levels will not be accepted.
- 21.2 If the Contractor is allowed to subcontract or transfer part of the activities entrusted to it, it shall undertake to ensure that the subcontractors meet the technical and professional requirements required by the GCC. It is understood that the Contractor must always notify the Customer in writing of the names of the Subcontractors involved in the service, together with the attributions and the type of service assigned to each of them.
- 21.3 The Contractor must, in any case, ensure that the Subcontractor complies with all the requirements set forth by the Contractor by the contractual documents as well as by the regulations in force. In the case of authorised subcontracting, the Contractor will therefore remain fully liable to the Customer for the obligations assumed under the Contract. It will also be up to the Contractor to verify that the Subcontractor has duly implemented and paid tax withholdings on employee income. The Contractor is, in any case, required to obtain from the Subcontractor the necessary documentation certifying its regularity of remuneration, contributions and insurance (Building Fund, if due), promptly delivering it to the Customer and relieving the latter from any liability for any breaches by the Subcontractor; failing this, the Customer reserves the right to suspend payment of the consideration.
- 21.4 If, for any reason, whatever the State of Progress of the service, the Customer determines the Subcontractor's inexperience or the violation of the obligations set out in the contractual documents, it will notify the Contractor which, consequently, must immediately interrupt the subcontracting relationship and comply with the instructions received.

## 22. ASSIGNMENT OF CREDIT

The Contractor is not granted the right to transfer to third parties all or part of the receivables established against it, for the services relating to the Contract.

## 23. COMMUNICATIONS

All communications relating to the Contract must be made in writing to the Customer which is party to the Contract, by registered letter with return receipt or certified email to the following addresses:

Acqua Minerale San Benedetto SpA - Viale Kennedy, 65 - 30037 Scorzè (VE) - Certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Alpe Guizza SpA Viale Kennedy, 65 - 30037 Scorzè (VE) - Plant SP 419 Km 7 - 13893 Donato (BI) - certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Gran Guizza SpA - SS 17 - 65026 Popoli (PE) - certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Acqua di Nepi SpA - Località Graciolo, 01036 - Nepi (VT) - certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Source Cutolo Rionero in Vulture - Contrada Santa Maria degli Angeli - 85020 Atella (PZ) - certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)



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Fonti del Pollino SpA - Viale Kennedy, 65 - 30037 Scorzè (VE) - Location Fiumara Sp4 - 85040 Viggianello (PZ) - certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Guizza del Friuli Srl - Via Crosaris, 20 - Frazione Paradiso - 33060 Pocenia (UD) - certified email: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Nuova Villasor S.r.l. – Località S'acqua cotta snc – 09034 Villasor (SU) – PEC: [ufficio.acquisti@pec-societa.it](mailto:ufficio.acquisti@pec-societa.it)

Communications are understood to be made on the date of their effective receipt by the recipient.

#### **24. DISPUTES**

- 24.1 If the Customer considers that the Contractor is operating in violation of the provisions of the GCC and respective annexes, it shall charge the Contractor with this non-fulfilment and, after 30 days without the Contractor providing proof of having remedied it, reserves the right to suspend the payments due and to withhold them to guarantee the fulfilment of the above obligations.
- 24.2 The Customer also reserves the right to suspend payments and to withhold the sums as collateral in all cases in which the supervisory bodies proceed to charge the Contractor with violation of the obligations envisaged in terms of occupational safety or social security payments and tax in favour of workers.
- 24.3 For such suspensions or late payments, the Contractor may not make any objections or be entitled to compensation or claims for interest on arrears.

#### **25. COMPETENT JURISDICTION**

For any and all litigation, dispute or controversy relating to the interpretation or execution of the clauses set forth in this contract, the Court of Venice shall have exclusive jurisdiction.

#### **26. ANNEXES**

The following annexes form part of these General Terms and Conditions:

- General Safety Conditions of Acqua Minerale San Benedetto SpA (GSC);
- DURC;
- DURF.

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.



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## GENERAL SAFETY CONDITIONS OF ACQUA MINERALE SAN BENEDETTO S.P.A.

These General Safety Regulations (hereinafter "**GSC** ") contain the terms and conditions for the management of occupational safety and the application of accident prevention regulations for works contracted out or subject to a provision of work arrangement to third parties by **ACQUA MINERALE SAN BENEDETTO SPA** with registered office at, **Viale Kennedy, 65, Scorzè (VE)**, Tax Code **00593710247**, Vat no. **01527840274**, within its production facilities.

For the purposes of the **GSC**, the following terms have the following meanings:

**"Customer"** or **"Principal"** means **Acqua Minerale San Benedetto SpA** with registered office at Viale Kennedy, 65, Scorzè (VE), Tax Code 00593710247, VAT no. 01527840274 - and its Affiliates;

**"Contractor"** or **"Supplier"** means the legal or natural person with which the Customer has concluded a contract for the purchase and installation of a machine, contract or provision of work for the execution of works and/or performance of services to be provided within the Customer's facilities;

**"Contract"** means the Contract for the purchase and installation of a machine/plant, Work Contract, or Services signed between the Customer and the Contractor for the execution of works and/or services to be rendered inside the Customer's facilities.

### **Art. 1 Introduction**

The Customer draws up an annual list of suppliers suitable for carrying out certain activities at its production facilities and needs to verify the existence of the prerequisites and set the conditions so that said suppliers can operate safely within the Customer's facilities.

Signature and acceptance of the **GSC** does not entail the conclusion of any contract that will be defined separately but constitutes a prerequisite thereof.

### **Art. 2 Effectiveness of the GSC**

The **GSC** apply to all "**Contracts**" that will be defined with the Contractor.

The **GSC** are valid and effective, and apply even if not signed by the Contractor, with the acceptance of the "**Contract**" in which they are referred to or the execution thereof.

### **Art. 3 Performance of services**

3.1 The Contractor declares, pursuant to art. 26 of Italian Legislative Decree No. 81/2008, its technical and professional fitness in relation to the works assigned under the "**Contract**", as resulting from the certificate of registration with the competent Chamber of Commerce, the DURC [Single insurance contribution payment certificate], as well as self-certification certifying said suitability, delivered to the Customer prior to the signing of the "**Contract**" and, therefore, attached to it.

3.2 The Contractor declares that the activities that will be entrusted to it will be carried out by technically suitable personnel specially trained for the performance thereof.

The Customer reserves the right, pursuant to art. 1662 of the Italian Civil Code, to inspect and monitor the execution of the activities at any time and to request their interruption if it recognises a violation of the **GSC** or any other provision on workplace safety and application of accident prevention measures.



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#### **Art. 4 - Organisation and means of the Contractor**

4.1 The Contractor declares that it has the means and organisation necessary to carry out the operations covered by the contract and therefore assumes the management thereof at its own risk. It undertakes to use only equipment and vehicles that comply with the regulations in force and of a technological level appropriate to the complexity of the activity to be carried out and to handle the ordinary and extraordinary maintenance, including carrying out the periodic checks required by law.

4.2 The Contractor guarantees, in the use of the vehicles and equipment, that its employees and agents are in possession of the necessary Training, Information, Instruction and any requirements required by the regulations in force for the type of vehicle used, such as certified training licences or driving licences etc.

4.3 The use of equipment of any kind owned by the Customer is prohibited. However, in the event that, due to the specific nature of the service, the Contractor requires the use of equipment owned by the Customer, a specific authorisation for the loan for use will be drawn up between the parties, respecting the dictates of art. 72 of Italian Legislative Decree 81/2008 (subject to declaration of authorisation to use the equipment). In these cases, any liability deriving from damage to persons, property or the environment will always be borne by the Contractor. The loan for use must in any case be of an occasional nature pursuant to Title III of Legislative Decree 81/2008.

#### **Art. 5 - Contractor's employment relationship**

5.1 The Contractor undertakes, in the execution of the activities, to use exclusively its own personnel regularly hired or used under a regular supply contract.

5.2 The Contractor undertakes to guarantee to its personnel remuneration not lower than that established by the collective contractual rules in force for the National Collective Labour Agreement to which they belong, as well as to adhere scrupulously to all obligations and charges relating to social security and welfare (including those pertaining to accident prevention) deriving from the provisions of laws and regulations in force.

5.3 On request from the Customer, the Contractor will be required to show the payroll and registration number of the personnel in charge as well as the receipts of the contribution payments prescribed by the current legal provisions and any other suitable document to prove the regularity of the employment relationship.

5.4 The Contractor must communicate to the Customer, at least 5 days before the start of the contracted activities, the names of all personnel by completing the '**Entry Declaration**' form. Entrance to the plant and the start of the works will be allowed only to personnel communicated in advance to the Customer and after having produced the documentation required by the '**Document request**' form.

5.5 If personnel changes are necessary, the Contractor undertakes to communicate the replacement or integration with adequate notice, which shall not, in any case, be less than 1 day. However, the Customer has the right to request, in writing, the substitution of operators deemed unsuitable, who, in any case, must be replaced within maximum 1 day.

5.6 The Contractor is required to provide its personnel with a suitable identification card accompanied by a photograph, containing the personal details of the worker and an indication of the Employer, as required by art. 6 of Italian Law no. 123.

5.7 The Customer reserves the absolute right to order the removal from the production unit of any Contractor personnel resulting as non-compliant in terms of remuneration, social security and insurance.

5.8 The Contractor undertakes to transpose the obligations referred to in the previous paragraphs into the contracts with the subcontractors, while also providing for the right referred to in paragraph 6.8, exercised by the Customer, in the event of inaction on its part.

#### **Art. 6 - Accident prevention measures**

6.1 The Contractor undertakes to cooperate with the Customer in the implementation of measures to prevent and protect against risks at work and to coordinate its own protection and prevention measures against the interference risks to which they are exposed.



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6.2 The Contractor declares, with the signing of the GSC, that it has received a copy of the '**Procurement Contract - Risk Info**' document detailing the risks present in the company, the **DUVRI** Interference Risk Assessment document and the **Emergency Operating Plan**, which form an integral part of this contract.

6.3 The Contractor undertakes to disclose all information contained in the attached documents to its employees, associated companies and subcontractors, in a complete and appropriate manner.

6.4 The Contractor undertakes to prepare adequate vertical and horizontal signage specific to the activity to be carried out and to communicate to the Customer the names of the Person in charge of the works, the Employer for safety and the Health and Safety Officer with adequate advance notice.

#### **Art. 7 - Health and Safety Measures**

7.1 The Contractor acknowledges that the Customer is a food industry and that it is required to comply with specific regulations governing the correct hygiene practice in the production and packaging of foodstuffs, according to the HACCP method. Consequently, it undertakes to comply with the provisions of the HACCP manual, an extract of which is provided in document SB\_AQ\_GMP0017. The Contractor also undertakes to make its personnel available, at its own expense, for participation in the training courses provided for by Lombardy Regional Council Decree 282/2002 and Legislative Decree 155/97 and Regulation (EC) No. 852/2004, which the Customer will arrange.

#### **Art. 8 - Environmental protection measures**

8.1 The Contractor is required to comply with the rules of conduct and measures for environmental protection as indicated in the '**Environmental Protection Conduct**' model, in order to pursue the environmental improvement objectives set by the Customer.

8.2 Unless otherwise specified in the contract, the Customer is identified as the "waste producer". The waste produced during processing must be delivered to the ecological area identified by the Customer in full compliance with the provisions of Italian Legislative Decree 152/2006 (Consolidated Environmental Law) and subsequent amendments and additions.

8.3 If, during the contractual phase, the contractor is identified as the producer of the waste, it must manage at its own expense the waste from the processes covered by the contract in full compliance with the provisions of Legislative Decree 152/2006 (Consolidated Environmental Law) and subsequent amendments and additions. Any checks may be carried out by the Customer in order to ensure the correct management of waste.

8.4 Waste must, in any case, be removed from the area concerned by the activity, preventing untidy accumulations and problems for handling.

#### **Art. 9 - Annexes**

- Entry Declaration Form;
- Document Request Form;
- Procurement contract risk info;
- DUVRI;
- Emergency Operating Plan;
- Company Traffic Regulations;
- Environmental Protection Conduct;
- SB\_AQ\_GMP0017;

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.