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Department involved and Distribution:

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	Department	Name	Signature
Issued	LGL	F. Arlati	
Verified	PUR	M. Bellati	
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Approved	CEO	P. Pozzi	

1.0 DEFINITIONS

For the purposes of this contract, the terms and expressions herein, if used with a capital letter, shall have the following meaning:

"Contractor": any third-party company, natural person or legal entity, which, by virtue of a contract or service contract, has undertaken to perform the services and activities provided for therein with the help of Personnel and at the Plants;

"Company Commissioning the Work": means A.Agrati S.p.A. or its subsidiary companies;

"Contract": means the contract or service contract by and between the Contractor and the Company Commissioning the Work;

"Consideration": means the consideration due by the Company Commissioning the Work to the Contractor as identified in the Contract;

"GCC": means these general contractual conditions;

"Italian Legislative Decree 81/2008": means Italian Legislative Decree no. 81 of 9 April 2008 "Consolidated Act on health and safety at work" and subsequent amendments;

"Parties": means, collectively, the Contractor and the Company Commissioning the Work; **"Party"** each of the Parties;

"Personnel": means (i) workers employed by the Contractor (or the Subcontractor, as defined below) or regularised by means of employment contracts and similar, who perform their work activities in the context of the execution of the Contract; (ii) the collaborators and/or consultants used by the Contractor (or the Subcontractor) in relation to the performance of the services under the Contract;

"Contact person": means the representative of the Company Commissioning the Work who is responsible for activities related to the execution of the Contract, including the management of information flows and communications relating to the execution of the Contract;

"Person responsible for the project": means the internal employee of the Contractor's organisation who is responsible for the operational and administrative activities related to the execution of the Contract, including the management of information flows and communications relating to the execution of the Contract;

"Plant": means the production plants of the Company Commissioning the Work where the Contractor's personnel perform the services;

"Subcontractor": means any third-party company, natural person or legal entity commissioned by the Contractor and authorised by the Company Commissioning the Work to perform some of the services and activities under of the Contract, with the help of Personnel and at the Plants.

2.0 PURPOSE AND SCOPE

These GCCs apply to all Contractors who, on the basis of the Contract, perform the services provided for therein in favour of the Company Commissioning the Work, with the help of Personnel and at the Plants.

The GCCs form an integral and essential part of the Contract and prevail over the Contractor's general contractual conditions, if any, and may be waived and/or amended only subject to a written agreement between the Parties. The GCCs also provide adequate disclosure to the specific risks present in the Plants. By signing these GCCs, the Contractor accepts and declares:

- A. that it has been informed of the specific risks present in the Plants including, by way of example, those related to the circulation of vehicles and people, machines and hoists in operation, the proximity of power lines, the presence of flammable or corrosive substances and the existence of confined spaces;

- B. that it has examined the places where the services are to be performed and where the Personnel will be required to work, including their nature and conformation also with regard to the possibility of access, the availability of electricity, water, supplies and risks;
- C. that it is aware of the work organisation of the Company Commissioning the Work, the contents and prescriptions of Model 231 and the related protocols (including the Code of Ethics);
- D. that it has read and understood the evacuation and emergency plan of the Company Commissioning the Work;
- E. that it is aware of the environmental, health and safety and waste management regulations in force from time to time;
- F. that it is aware of the reference time period in which, and/or the date by which, the services or works shall be performed and/or completed;
- G. that it has, in turn, informed and trained the Personnel in relation to points A, B, C, D, E and F above.

In relation to the above, the Contractor will waive any complaint, claim for damages and/or recourse against the Company Commissioning the Work.

3.0 PERSON RESPONSIBLE FOR THE PROJECT AND CONTACT PERSON

With regard to the need for collaboration and information, the Contractor will appoint the Person responsible for the project, whose name shall be communicated to the Company Commissioning the Work before performing the services.

The Person responsible for the project shall:

- A. supervise the performance of the services or works;
- B. coordinate, supervise and manage Personnel, also by exercising disciplinary power, and by ensuring that Personnel do not enter workplaces that are not strictly related to the services and activities to be performed;
- C. ensure compliance with the laws and regulations in force from time to time on safety and hygiene at work and environmental protection;
- D. ensure that the Personnel is in possession of the individual means of accident prevention suitable for the conditions of the places where the services or works are to be performed and for the type of activity itself, with a commitment to have the Personnel use these means of protection;
- E. for any need, including those relating to coordination and safety, contact the Contact person, whose name will be communicated by the Company Commissioning the Work prior to the performance of the services.

The Contact Person, as the person in charge of the interests of the Company Commissioning the Work, will have the task of staying in touch with the Contractor and, as part of its supervision activities pursuant to Article 10 below, may report any behaviour by Personnel that may be the subject of a sanction, leaving the Contractor free to decide whether or not to impose sanctions. Under no circumstances may this activity be considered as interference by the Company Commissioning the Work in the Contractor's organisation.

4.0 CONTRACTOR'S OBLIGATIONS

The Contractor shall be considered responsible for all services, means and equipment necessary to execute the Contract, unless otherwise agreed in writing between the Parties.

The services and activities under Contract shall be performed under the Contractor's full and complete responsibility, in compliance with the laws and regulations in force from time to time (including those

relating to the environment, health and safety and waste management), as well as with these GCCs and any specific conditions set out in the Contract.

By way of example and without limitation, the Contractor shall:

- A. fulfil its obligations with the diligence required by the nature of the activity under the Contract;
- B. maintain discipline and good order at the Plant, also by adopting the precautions and measures required to avoid injury or damage to Personnel, third parties, property or the environment;
- C. coordinate with the Company Commissioning the Work to ensure that the working hours and/or shifts of Personnel are compatible with the activities of the Company Commissioning the Work of other contractors, without prejudice, however, to the Contractor's autonomy in Personnel management; any presence at the Plant on Saturdays, public holidays or at night shall be agreed in advance with the Contact Person;
- D. cooperate in the implementation of measures to prevent and protect against risks at work, preparing all the documentation required by the laws and regulations in force from time to time, paying special attention to activities that may generate interference with those of the Company Commissioning the Work or other contractors or service providers (DUVRI, Interference Risk Assessment Document);
- E. possess and maintain the necessary technical and professional suitability requirements, including, but not limited to, those with reference to the protection of occupational health and safety pursuant to Italian Legislative Decree no. 81 of 2008;
- F. obtain and maintain, for the entire duration of the Contract, the authorisations required for the execution and performance of the services and activities, as well as any possible permission and/or authorisation;
- G. provide all the information and documentation requested by the Company Commissioning the Work to verify the Contractor's reliability;
- H. suspend the performance of services if this is required for safety reasons, or by order of the competent authorities, without prejudice, however, to the right of the Company Commissioning the Work, in the case in which the suspension is caused by a fact attributable to the Contractor, to obtain reimbursement for charges and expenses incurred due to such suspensions;
- I. ensure that, starting from the point of connection to the networks of the Company Commissioning the Work, the service installations comply with accident prevention regulations and to provide certifications on request;
- J. comply with the contents and prescriptions of Model 231 and of the relevant protocols (including the Code of Ethics) and to ensure that its Personnel comply with the principles contained therein;
- K. perform anything else not specified but required for the proper execution of the services under the Contract.

For the document management under point F above, the Company Commissioning the Work may adopt a special portal where the Contractors shall directly upload the required documentation, which shall be automatically sent electronically. The uploaded documents shall be validated by the Company Commissioning the Work before starting the activities under the Contract.

5.0 INSURANCE OBLIGATIONS

Without this entailing any limitation or exclusion of liability towards the Company Commissioning the Work or third parties, the contractor shall take out and maintain an insurance policy with a leading company with a maximum liability limit of not less than Euro 5,000,000.00 per claim and per insured year for the entire duration of the Contract, to cover any damage caused in the performance of the Contract to individuals and/or property belonging to the Company Commissioning the Work or third parties.

In case of personal injuries, any sub-limits may not be less than Euro 3,000,000.00 per claim and per insured year. The guarantee shall also cover any damages to the customers of the Company Commissioning the Work that can be ascribed to the Contractor's execution of activities, including damage deriving from delays in the delivery of the products of the Company Commissioning the Work or from downtime claims.

The Company Commissioning the Work reserves the right to request insurance cover in excess of the minimum amounts indicated above due to particular obligations and services under the Contract. Should the insured amounts be lower than the above minimum amounts, the Company Commissioning the Work reserves the right to supplement its insurance cover, without prejudice to the right to charge the Contractor for any additional costs incurred.

Before the execution of the Contract, the Contractor shall provide the Company Commissioning the Work with suitable documentation certifying the required insurance coverage, as well as proof of payment of the relevant premiums on each due date.

The Contractor will also promptly inform the Company Commissioning the Work of any claims that may affect the maximum amount requested.

6.0 – ASSIGNMENT OF CONTRACT / SUBCONTRACT

Unless expressly authorised in writing by the Company Commissioning the Work, the Contractor may not transfer the Contract or any related rights and/or obligations to third parties, in whole or in part, even together with the transfer of a company and/or company branch; nor may it subcontract, in whole or in part, the performance of the services and activities under the Contract.

In any case, it is understood that subcontracting is prohibited for carrying out work in confined spaces as defined by Italian Presidential Decree 177/2011 Article 2, paragraph 2.

In the event of a request for subcontracting, the Company Commissioning the Work shall be provided with the documents requested from time to time, also relating to subcontractors. It is understood that if the Company commissioning the work carries out checks for its own protection, relating to the technical and professional suitability of the Sub-Contractor, the Contractor shall still be responsible for correct verification.

Authorisation for subcontracting may also be granted by the Company Commissioning the Work in electronic form via the portal under Article 4 above, if implemented.

The authorisation to subcontract may be revoked in the event of the Subcontractor breach of its legal or contractual obligations. In this case, the Contractor shall ensure that the Sub-Contractor ceases the performance of the services.

In case of authorisation to subcontract, the Contractor:

- A. shall ensure that the Subcontractor's activity complies with the provisions set out in the Contract and shall be liable to the Company Commissioning the Work for any breach caused by the Subcontractor's activity;
- B. shall include in the subcontracts a specific clause containing the Subcontractor's declaration that it is aware of and undertakes to comply with all the provisions contained in the Contract and in these GCCs;
- C. shall also ensure that the Subcontractor's activity is carried out in compliance with the laws and regulations in force from time to time, with special reference to health and safety at work, environmental protection and waste management. The Contractor shall also ensure that the Subcontractor meets the remuneration and contribution obligations of its personnel pursuant to the law and to the applicable collective and individual agreements.

The Contractor shall indemnify and hold the Company Commissioning the Work harmless from any action, claim or other prejudicial consequence that the Company Commissioning the Work may suffer

as a result of the Subcontractor's failure to comply with any of the above law provisions or contractual obligations.

Any check of the Sub-contractor's suitability requirements by the Company Commissioning the Work shall not release the Contractor from its liability towards the Company Commissioning the Work.

In the event of subcontracting some of the services without the prior written authorisation of the Company Commissioning the Work, the latter will be entitled to terminate the Contract pursuant to Article 1456 of the Italian Civil Code.

7.0 PERSONNEL

In relation to the activities covered by the Contract, the Contractor shall operate through an autonomous business organisation with management at its own risk, use of its own capital and Personnel. The Contractor declares that it has the power to organise the necessary means and the power to organise and manage the Personnel. There shall be no equality of pay between the personnel of the Company Commissioning the Work and the Personnel.

The Contractor's normal business organisation includes determining the number, qualification and specific training of the Personnel to be employed to carry out the activities entrusted with the Contract, as well as the exact compliance with the laws and regulations in force from time to time on labour law and social security, bearing all related charges. Moreover, the Contractor undertakes to apply to the Personnel regulatory and salary conditions not lower than those resulting from the collective labour agreements in force.

In this regard, the Contractor undertakes to provide the Company Commissioning the Work, at the latter's request, with the following information and supporting documentation:

- A. at each expiry date, its own DURC (Italian Single document of regularity of contributions);
- B. the UNILAV communications;
- C. a declaration and/or any documentation certifying the payment of salaries;
- D. the INAIL insurance position number; INPS or Cassa Edile.

In any case, pursuant to Article 17-*bis*, par. 2, of Italian Legislative Decree no. 241/1997, the Contractor shall also forward to the Company Commissioning the Work:

- E. a copy of the payment proxies relating to the payment of withholding taxes on the salaries of workers directly employed in the performance of the works or services entrusted to it, within five days of the deadline set for such payment (the payment of such withholding taxes shall be made by specific proxy for the Company Commissioning the Work); and
- F. a list of the names of all workers, identified by their tax code, employed in the previous month directly in the performance of the works or services entrusted to them, with details of the hours worked by each employee in performing the works or services, the amount of remuneration paid to the employee associated with such service, and details of the withholding taxes paid in the previous month to such employee, with separate indication of those relating to the service entrusted by the Company Commissioning the Work.

As an alternative to the documentation under points E. and F. above, the Contractor may transmit to the Company Commissioning the Work the declaration referred to in Article 17-*bis*, par. 5, of Italian Legislative Decree no. 241/1997, issued by the Tax Office, concerning the existence of the requirements under the same provision on the last day of the month preceding the deadline for the transmission of a copy of the proxies for the payment of withholding taxes and information relating to workers.

The Contractor undertakes to indemnify and hold the Company Commissioning the Work harmless from any request, claim or action made by the Personnel or social security and welfare institutions that may arise from the Contractor's failure to fulfil salary or contributory obligations, without prejudice,

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however, to the right of the Company Commissioning the Work to offset any disbursements against the amount due to the Contractor as payment.

Pursuant to the provisions of Italian Presidential Decree no. 177/2011, Article 2, paragraph 1, letter c), for works in confined spaces, the Contractor undertakes to ensure the presence of Personnel of at least thirty per cent of the of the workforce, that has at least three years' experience of work in environments suspected of pollution or confined areas, hired on a permanent employment contract, and the Contractor ensures that, in any case, the remaining part is adequately trained.

The Contractor undertakes to ensure that the Personnel working at the Plants are provided with a special identification card accompanied by a photograph, containing the worker's personal details and the Contractor's name. This card shall be shown when entering the Plant to the porter's service of the Company Commissioning the Work, who will carry out the necessary registrations, specifying the activities for which presence at the Plant is necessary.

8.0 MATERIALS

If materials are supplied by the Contractor, they shall be of the best quality and shall comply with the use for which they are intended and with the technical specifications connected with execution of the Contract. The materials shall be received at the established delivery place and the Contractor shall provide for their control, transport, loading, unloading and arrangement in the storage areas to be agreed with the Contact Person.

The Contractor's control shall concern the compliance of the materials with the relative list, as well as their integrity and their condition for use. Any differences, faults, defects and/or reserves shall be immediately communicated to the person making the delivery, with notes, if the conditions are met, in the transport or delivery document. The Contractor shall also immediately inform the Company Commissioning the Work in writing of any differences.

The Contractor shall take care, at its own expense and responsibility, of the proper and diligent storage and shelter of its own and/or third party materials, bearing all the expenses and assuming the responsibilities related to the acceptance and custody of such materials.

The Company Commissioning the Work and the Contractor shall agree in advance the terms and conditions for delivery of materials, with particular regard to the date, the storage area and the unloading means.

9.0 EQUIPMENT

The Contractor shall obtain all the equipment and machinery required to carry out the services or works under the Contract. The abovementioned equipment and machinery may be stored inside the Plant, in the area to be notified for this purpose by the Contact Person.

The equipment and machinery used in the performance of the services or works shall comply with the law and bear the Contractor's trademark, and the Contractor shall make an inventory and keep them in custody.

For equipment subjected to periodic inspections by the ATS, the Contractor shall deliver on the request of the Company Commissioning the Work a copy of the last inspection carried out. Any inspections by ATS during the execution of contractual work cannot be carried out at the Plants.

The motor vehicles shall be driven by authorised Personnel in full compliance with the rules of the road code and special internal traffic regulations, as shown by the signs at the Plants. Parking in the vicinity of the department concerned is only permitted for loading and/or unloading materials and/or equipment. After loading and/or unloading, the vehicle shall be parked in the area indicated by the Contact Person.

If it becomes necessary to use the equipment of the Company Commissioning the Work, such use will be subject to specific authorisation, and the Contractor is responsible for the following:

- A. taking delivery;

- B. the correct use and the obligation to report any anomalies, refraining from using the equipment in unsafe conditions;
- C. the fact that the Personnel assigned to use the equipment have been duly informed and trained in relation to its correct use and the specific risks involved;
- D. the delivery of the certificates of authorisation depending on the services to be carried out;
- E. returning the vehicle intact and fully functional.

Where necessary, the Company Commissioning the Work will check the operation of the equipment and will notify the Contractor of any anomalies or malfunctions.

10.0 SUPERVISION OF THE EXECUTION OF THE CONTRACT

The Company Commissioning the Work reserves the right to supervise and check the Contractor's correct performance of the services or works from the technical, administrative, safety and accident prevention point of view. It is understood that such controls will not relieve or reduce the Contractor's responsibility.

In case of infringements found by the Contact Person, the personnel of the Company Commissioning the Work assigned to the supervision may take photographic evidence of the infringement and the Contact Person may issue a formal complaint to the Person responsible. Such disputes do not imply any interference by the Company Commissioning the Work in the Contractor's autonomy, or in the performance of the services or works contemplated in the Contract, nor any assumption of responsibility for any non-compliance by the Contractor with accident-prevention regulations or any other regulations concerning health and safety.

11.0 WASTE MANAGEMENT

The Contractor shall clear the areas of the Plant where the services or works have been carried out and the surrounding areas of all materials, equipment, processing residues and waste. At the end of the services or works, the Contractor shall also provide for the complete cleaning of the workplaces or places involved in the performance of the services or works.

In case of non-fulfilment of the above obligations, the Company Commissioning the Work shall have the right to withhold from the Consideration and/or to offset the amounts necessary for the execution of the activities not carried out by the Contractor, without prejudice to the right to compensation for any damages suffered.

The Contractor is responsible for the management of all waste (special, hazardous and non-hazardous waste) produced by the Contractor or in any case generated during the execution of the activities provided for in the Contract in compliance with the laws and regulations in force from time to time. Waste will be disposed of by the Company Commissioning the Work only if it corresponds to waste already produced on site and identified in the waste inventory unless special conditions have been agreed with the Contractor.

To this end, the Contractor undertakes to:

- A. carry out waste characterisation and classification;
- B. deliver the above waste to authorised transporters and disposers and/or recoverers within the end of its activity;
- C. bear the costs deriving from the proper waste management and disposal;
- D. send for recovery/disposal all waste produced during the execution of the activities in order to avoid its storage in areas owned by the Company Commissioning the Work;
- E. should it be necessary to temporarily store the waste in areas owned and/or available to the Company Commissioning the Work, store it only in areas indicated by the Contact Person in compliance with the laws and regulations in force from time to time, with special attention to the time and quantity limits of the storage;

- F. fill in the loading and unloading register and the waste identification form on its own account as waste producer.

All documentation relating to waste management shall be kept at the Contractor's registered office or operational headquarters.

The Company Commissioning the Work reserves the right to check that the waste produced by the Contractor is handled in compliance with the laws and regulations in force from time to time.

12.0 ENVIRONMENTAL PROTECTION

The Contractor shall demonstrate its capacity to apply environmental management measures during the execution of the Contract, so as to cause the least possible impact on the environment, through the adoption of an environmental management system in compliance with the laws and regulations in force from time to time.

In this regard, non-polluting materials shall preferably be used, using techniques that guarantee that any waste produced does not remain in the environment and that prevent any possible pollution of the soil and water.

The Contact person must promptly be notified of any critical environmental situations arising during the performance of the Contract in order to implement the appropriate emergency management measures. The Contractor shall be responsible for any costs connected with restoring the environment in compliance with the laws and regulations in force from time to time.

13.0 CONSIDERATION

The Consideration shall be determined in the Contract and shall be considered fixed and invariable in that it is agreed in consideration of the set of interests regulated by the Contract and shall bear a separate indication of the Personnel security costs (not subject to reduction) provided for in relation to the services or works to be performed. The Consideration shall not be subject to revision even in case of increases or decreases in the cost of materials or labour as an exception to Article 1664 of the Italian Civil Code and therefore, the Contractor has no reason, nor shall it have reason, to claim additional surcharges and/or indemnities of any kind.

The Contract shall be aleatory as agreed by the Parties pursuant to Article 1469 of the Italian Civil Code, with consequent impossibility for the Contractor to terminate it due to excessive onerousness.

The payment of the Consideration, to be made by bank transfer, is subject to the following conditions:

- A. prior ascertainment by the Company Commissioning the Work that the Contractor has completed the services or works to which the invoice refers, as specified in the Contract;
- B. positive outcome of the check on the payment of remuneration, social security and insurance due with respect to its own personnel by the Contractor and, where applicable, by the subcontractors, which will be carried out by checking the regularity of the Contractor's DURC and that and of all subcontractors, if any;
- C. positive outcome of the check on the payment of withholding tax on the salaries of workers employed in the performance of the works and services entrusted by the Company Commissioning the Work, in accordance with the provisions of Article 17-bis of Italian Legislative Decree no. 241/1997.

Each Consideration shall be paid upon presentation of a regular invoice and once the execution of the Contract has been checked.

Any consideration for the use of the plants and equipment of the Plant shall be agreed between the Company Commissioning the Work and the Contractor. In case of failure to reach an agreement, the Company Commissioning the Work shall unilaterally decide the consideration on a temporary basis, without prejudice to the Contractor's right to make specific reserves.

In addition to the above, the Contractor shall not be entitled to claim any remuneration.

14.0 WARRANTY

The Contractor shall provide the guarantees contemplated by law in relation to the execution of the Contract, with effect from the date of completion of the services and/or works.

The Contractor guarantees that the services and/or works are in compliance with the Contract, suitable for their intended use and free from defects. Where applicable, as an exception to the provisions of Articles 1667 and 2226 of the Italian Civil Code, the Contractor undertakes to provide a guarantee for non-conformities and defects even if the faulty work is accepted and/or the non-conformities or defects are known or recognisable to the Company Commissioning the Work.

The Company Commissioning the Work shall inform the Contractor in writing of any defects within 60 days from their discovery.

Without prejudice to the right of the Company Commissioning the Work to compensation for damages, during the guarantee period, the Contractor shall perform again, or replace and/or repair, at its own expense and in the shortest possible time, and in any case within the term indicated by the Company Commissioning the Work, any services, activities or works that do not meet the requirements.

Failure on the part of the Contractor to promptly carry out any requests for new performance or replacement or repair shall entitle the Company Commissioning the Work to do so on its own account and to charge the Contractor for the relevant expenses.

The replacement and/or repair of the materials and/or goods included in the services or activities or works and/or part of them shall entail the extension of their guarantee period.

The guarantee also covers transport and installation of materials and/or goods and/or part of them (and related charges and/or intervention costs) included in the services or works.

On conclusion of the services or works covered by the Contract, the Contractor undertakes to issue, any certification, project, use and maintenance manual, work file provided for or prescribed by the laws and regulations in force from time to time, in electronic format and with digital signature (unless otherwise agreed with the Company Commissioning the Work).

15.0 INDEMNITY

The Contractor shall be responsible for and undertakes to indemnify and hold the Company Commissioning the Work, its Customers or any third parties harmless, and in any case to pay compensation for any damages that the Company Commissioning the Work or the aforesaid parties may incur as a result of:

- A. any breach by the Contractor or by its Personnel of its commitments or obligations under the Contract or the laws and regulations in force from time to time;
- B. any claim, action in or out of court, brought by third parties in relation to the services deriving from the Contract for facts attributable, directly or indirectly, to the Contractor itself and/or its directors, Personnel and/or subcontractors;
- C. any liability for damages to persons and things deriving from the manner of the execution of the services under the Contract.

16.0 CONSEQUENCES FOR NON-COMPLIANCE WITH SAFETY REQUIREMENTS

If the Contractor fails to comply with its obligations on health and safety at work, the Company Commissioning the Work shall notify the Person responsible for the Project and, in addition to the other remedies already provided for in these GCCs, shall have the right to:

- a) request the payment of an amount of up to Euro 500.00 as a penalty for any ascertained violation, without prejudice in any case to the right to obtain compensation for the greater damage suffered;
- b) suspend the performance of the services until normal safety conditions are restored, requesting the payment of an amount of up to Euro 500.00 as a penalty for each calendar day of delay in

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performance, without prejudice in any case to the right to obtain compensation for the greater damage suffered.

17.0 TERMINATION

The Company commissioning the work shall have the right to:

- - terminate the Contract pursuant to art. 1456 of the Civil Code, by sending a registered letter with advice of receipt to the Contractor, in the event of non-compliance by the Contractor to the obligations under articles 4, 5, 6, 7, 11 and 12;
- - in the event of breach of Contract by the Contractor, terminate the Contract, pursuant to and for the purposes of article 1454 of the Civil Code, after sending the Contractor a specific warning to perform, within a term of no less than 15 (fifteen) days from the date of receipt of the said warning;
- - withdraw from this Contract, for any reason or cause whatsoever, even before expiry, subject to payment to the Contractor of the Consideration accrued up to the date of termination of the Contract in relation to the Services actually performed;
- - in the event of unforeseeable events beyond the Parties' control (e.g. lock-down), to withdraw from this Contract with a written notice of one month to be communicated to the Contractor by registered letter with advice of receipt and subject to payment of the Consideration accrued by the Contractor up to the date of termination of the Contract in relation to the Services actually performed.

In the event of termination of the Contract, the Company Commissioning the Work shall inform the Contractor of the date for the execution of the delivery operations of any works already executed and of the operations for the cross-examination of their quantity and quality.

Should the Contractor fail to witness the above inspections or refuse to sign the relative report, the Company Commissioning the Work may avail itself of a notary public who, with the assistance of an expert, will check the state and quantity of the works carried out at the Plant and at the disposal of the Company Commissioning the Work, drawing up the relevant report.

For works that have not been completed but have been duly executed, the Contractor will receive the Consideration in proportion to the whole amount agreed.

In the event of the Contractor's default, the Company Commissioning the Work reserves the right to claim compensation for all damages suffered and, in particular, the right to claim from the Contractor the reimbursement of any expenses incurred for any reason whatsoever in excess of those it would have incurred if the Contractor's had duly executed the Contract.

18.0 DEROGATIONS

The provisions set out under Articles 7 (third, fourth and fifth clauses), 9 (third clause) and 13 (third clause, letters B. and C.) shall not apply if the Contractor's registered office is not located in Italy. The Company Commissioning the Work reserves the right to request, from time to time, in the light of the services provided by the Contractor, substitute or supplementary documentation.

19.0 APPLICABLE LAW AND JURISDICTION

These GCCs are governed by Italian Law.

Any dispute relating to the interpretation, validity, execution and termination of the GCCs shall be submitted to the exclusive jurisdiction of the Court of Milan.

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Annexes

GF.115 Annexe 1: "List of contractors' documents"

- GF.115 Annexe 2: "Summary report on the assessment of business risks on safety and environment"
GF.115 Annexe 3: "Appointment of the Person responsible for the project"
GF.115 Annexe 4: "Self-certification of the technical, professional and regularity requirements of the company's workers"
GF.115 Annexe 5: "Self-certification of the technical, professional and regularity requirements of the workers - construction works"
GF.115 Annexe 6: "Self-certification of the technical, professional and regularity requirements of the workers - foreign company"
GF.115 Annexe 7: "Subcontracting authorisation"
GF.115 Annexe 8: "Service Frame Contract"

* * *

_____, (place) _____, (date)

Agrati

The Contractor

Pursuant to and for the purposes of Article 1341 and 1342 of the Italian Civil Code, the Contractor approves separately the clauses referred to in the following paragraphs:

- 2.0 Purpose and field of application**
- 4.0 Obligations of the Contractor**
- 5.0 Insurance obligations**
- 6.0 Subcontracting**
- 7.0 Personnel**
- 11.0 Waste management**
- 14.0 Guarantee**
- 15.0 Indemnity**
- 17.0 Termination**
- 19.0 Applicable law and competent court**

_____, (place) _____, (date)

Agrati

The Contractor