

GENERAL PURCHASE CONDITIONS OF STEF GROUP – CGC (ed. 2024)

- 1. Scope of Application.** These General Purchase Conditions (hereinafter "GPC") apply to orders for goods and/or services (hereinafter "Supply/ies") placed by any Italian company within the STEF Group (hereinafter referred to as "the Buyer"). These GPC apply either in the absence of a contract between the Buyer and the Supplier (hereinafter "Supplier") or as a supplement to any contract between the parties, in which case, in case of conflict, they shall prevail over the provisions of the contract and any Supplier's general conditions.
- 2. Absence of Purchase Volume Obligation – Non-exclusivity.** The Buyer does not commit to any minimum or overall purchase volume of Supplies from the Supplier. Furthermore, the Buyer does not grant any exclusivity to the Supplier unless there is a written agreement between the parties.
- 3. Order Management.** Upon receiving the order from the Buyer, the Supplier has 2 days to acknowledge the order; failure to do so will result in the order being considered accepted by the Supplier without reservations.
- 4. Changes to Supplies.** Any changes to the quantity or other specifications of the Supplies cannot be made without the prior written agreement of an authorized representative within the Buyer and the Supplier.
- 5. Supplier's Obligations.** The Supplies must be made in accordance with: (i) the terms of the order, GPC, and any specific conditions; (ii) local laws and regulations concerning applicable technical regulations, as well as hygiene, safety, quality, and reliability of materials, and also environmental protection; (iii) best practices and according to the best professional diligence. In this regard, the Supplier undertakes to deliver results. Upon request of the Buyer, the Supplier will certify the origin of the Supplies. The Supplier will indicate in all documents issued by him, such as technical-commercial proposals, specification documents, waybills, etc., as well as on packaging, whether the Supply is hazardous or subject to specific regulations, and in such case, the Supplier will promptly communicate to the Buyer the applicable rules and precautions. The Supplier is responsible for the delivery and the Supply in good condition and with adequate indications for their final destination at the Buyer.
- 6. Execution Times. Penalties.** The Supplier acknowledges that compliance with the deadlines indicated in the orders is an essential obligation for the correct execution of the Supplies. In case of non-compliance with these deadlines, the Supplier shall pay, without the need for formal notice and/or written dispute, a penalty equal to 1% of the total amount excluding taxes of the order considered per working day of delay, up to a maximum of 15% of the order amount, without prejudice to further damages. In addition, the Buyer shall have the right to cancel the order due to the delay.
- 6.1. Withdrawal.** Regardless of what is provided in other agreements, and therefore with precedence over them, in the case of a fixed-term contract, the parties grant the Buyer the right to withdraw from the contract at any time, to be exercised with a notice of 1 (one) month via registered mail with return receipt or PEC.
- 7. Personnel.** The personnel of the Supplier remains under the exclusive responsibility and hierarchical, disciplinary, and legal authority of the Supplier, who will exercise the power of direction and control over its personnel. The Supplier undertakes to employ, for the execution of the Order, professionally experienced workers in adequate numbers. The Supplier's personnel must comply with the instructions and, in general, the overall regulations in force on the Buyer's site. Before performing the services, the Supplier's personnel must obtain the necessary authorizations for intervention from the Buyer's Management or Security Service. The issuance or not of such authorization is at the discretion of the Buyer. Without this authorization, the Supplier's personnel cannot access the Site, and this cannot constitute a justification for any delay in the execution of the resulting service. At the end of the execution of the Supplies, the Supplier must ensure and guarantee that the badges and other means of access entrusted, the material made available, the passwords, access keys to machines, and computer applications that have been made available to its personnel are returned to the Buyer, as well as all the information or data provided to the Supplier in any form for the execution of the Supplies.
- 7.1. Regularity of Personnel – Guarantees to the Buyer.** The Supplier must exclusively employ its own regularly hired personnel. The personnel employed by the Supplier must be subject to economic and normative treatment not lower than that provided for by national collective agreements for the relevant sector and by local supplementary agreements in force at the time the service is provided, with the application of all regulations in force regarding social security, welfare, and compulsory insurance. If requests for salary or insurance-adjustment are made against the Buyer regarding personnel employed by the Supplier in the execution of the service provided at the branch or, in any case, in any way resulting from the service in question, the Supplier must indemnify the Buyer from any claim and demand, and in case of condemnation to the payment of any sum, the Supplier remains obliged to its immediate restitution to the Buyer, with interest and reimbursement of all ancillary expenses, including legal ones, incurred by the latter. In this regard, the Buyer will be entitled to suspend the payment of the Supplier's fees for an amount equal to 1.5 times the amount requested. The Buyer undertakes to inform the Supplier of the existence of any claims or demands made against it within the terms mentioned above, in order to allow the Supplier to take appropriate initiatives for its own protection and that of the client.
- 7.2. Documentation.** If requested by STEF, the Supplier undertakes to provide: a) a list of employed workers; b) any other documentation necessary to verify the Supplier's compliance with salary, social security, and tax obligations related to the employed personnel. The Supplier commits, in any case, to submit to the Buyer the updated DURC (Unique Certificate of Regularity of Contributions) related to its Company, along with a declaration stating that the payments certified by the DURC also pertain to the individuals employed in the execution of this contract. Failure to submit will be considered as a subjective lack of requirements, even for the purpose of contract resolution. The parties mutually agree that STEF ITALIA's obligation to make payment to the Supplier is conditionally subject to the Supplier's submission to the Buyer of the correct VAT invoice, DURC, and, if requested by Stef, the documentation referred to in this clause 7.2.
- 7.3. Tools.** The Supplier undertakes to use the machines, equipment, tools, and provisional works (hereinafter "tools") necessary and sufficient for the execution of the Order. The Supplier must use only tools owned by the Supplier or otherwise legally available. All tools must be used by the Supplier following good technical standards, by experienced and adequately trained and informed personnel, minimizing noise and in compliance with current accident prevention and occupational hygiene regulations.
- 7.4. Workplace Safety** (integrated by the CGS attachment and any DUVRI). In fulfilling the legal obligations prescribed for the safety and health of workers, the Supplier receives and declares to have thoroughly analyzed the safety information, and the parties undertake to fulfill, each within their competence, what is provided for in the CGS attachment and, if present, DUVRI. The Buyer demands, and the Supplier undertakes, the most scrupulous compliance with all legal obligations prescribed for safety, especially those established by Legislative Decree no. 81/2008.
- 8. Acceptance of Supplies – Non-compliance.**
- 8.1. For all Supplies that justify an "Intervention Report":** if the Supplies are in line with the technical requirements of the Buyer, an Intervention Report will be drawn up, signed between the parties. All reservations therein not resolved within 48 hours will legitimize the billing of the penalties specified above. Moreover, in the case of reservations, the Supplier undertakes to resolve them immediately, taking necessary actions without additional costs to the Buyer, and until all reservations are declared resolved by the Buyer. **8.2. For all Supplies that justify an "Intervention Report" after the visit:** at the end of each visit to the Buyer's Site under the above conditions, the Supplier undertakes to send the Buyer, within 48 hours after the date of the visit, a detailed Intervention Report describing improvement points, anomalies found, delivered and/or performed Supplies, time used, all actions still to be implemented by the Supplier (in the ways and times to be agreed upon between the parties), any useful observations, and also all elements or documentation expressly requested by the Buyer. **8.3.** In the event of the Supplier's failure to meet any of its essential obligations (non-compliance with agreed deadlines, serious non-conformity of Supplies, etc.) and fails to remedy it within 48 hours after the finding of non-compliance, the Buyer may remedy the non-compliance independently or through a third-party company, at the risk and expense of the Supplier. The Supplier agrees to provide its best cooperation. **8.4. Right to Inspection.** The Buyer has the right to carry out, at any time and as it deems appropriate, inspection checks to verify the execution of the order. If the Buyer finds that the order is not being carried out according to the conditions established by the contract and in accordance with the state of the art, it may set a reasonable deadline within which the Supplier must comply with these conditions. If the deadline passes without the Supplier complying, the contract is terminated by law, except for the Buyer's right to compensation for damages.
- 9. Warranty.** In addition to legal provisions, the Supplier guarantees, for a period of 18 months, the Supplies against design, material, manufacturing, and operational defects, as well as abnormal wear resulting from use in accordance with the agreed contractual requirements. Furthermore, the Supplier guarantees the performance of the Supplies described in its offer and/or in the technical-commercial documentation. The warranty begins from the date of delivery of the Supplies or the date of the Report without reservations for Supplies requiring installation. The warranty covers all damages caused by defects or anomalies identified, as well as the costs of restoring the asset or correcting the Supply to ensure proper operation and achievement of the requested and agreed specifications. Therefore, all resulting expenses will be borne by the Supplier, including the costs of parts, labor, disassembly, transportation, and reassembly, whether incurred by the Supplier, the Buyer, or a third party. The replacement of a defective element during the warranty period initiates a new warranty period identical to the contractual warranty period. This warranty clause does not limit the Buyer's rights to compensation for damages of any kind directly or indirectly resulting from identified defects. The Supplier agrees to ensure the availability of spare parts and replacements for a period of 5 years from the delivery or installation date.
- 10. Liability/Insurance.** The Supplier will be fully liable to the Buyer, as provided by the regulations, for damages of any kind that may be caused both by the Supplier and its collaborators or any person used by the Supplier for assistance or execution, on behalf of the Supplier, of a contractual obligation, damages that may occur during manufacturing, assembly, and/or installation on the Site, as well as in the execution of certain operations and/or as a direct and/or indirect consequence of the execution of the Supplies and/or intervention on the site following the execution of the Supplies as a direct or indirect consequence of the Supplies themselves. The Supplier must be insured with insurance policies necessary to cover its liabilities arising from the execution of the Supplies.
- 11. Price/Tariffs – Invoicing – Payment Terms.** The price and/or tariffs indicated in the specific conditions and/or in the Order are considered delivered to the address indicated on the order, inclusive of packaging, transportation, insurance, duties and taxes, and Supplier's travel expenses to/from the agreed Site(s). The price and/or tariffs will be considered fixed, final, and not subject to revisions for the duration of the execution of the Supplies. Invoices will be payable within 60 days from the invoice date end of month + max 10 days currency, unless a different term is expressly agreed elsewhere in the contract. The non-payment, in whole or in part, of a single invoice cannot result in resolution, which can only occur under legal conditions and following an unsuccessful demand for performance. Any interest will accrue from the day on which the Buyer is in default, by notice or request made by the Supplier by registered letter with acknowledgment of receipt or PEC, at the interest rate under Article 1284 of the Italian Civil Code.
- 11.1. Compensazione.** Si conviene per patto espresso ed esplicitamente accettato che qualunque credito tra le parti nascente dal presente contratto, compresi quelli relativi a risarcimento danni e a clausole penali, potrà essere compensato, ai sensi dell'art. 1252 c.c., anche in assenza di liquidità, esigibilità, fungibilità ed omogeneità dei crediti.

12. Transfer of Ownership – Transfer of Risk. The transfer of ownership related to the supplies for the benefit of the Buyer will occur at the moment of their delivery, and no ownership reservation clause can be claimed by the Supplier. The transfer of risks related to the Supplier's supplies for the benefit of the Buyer will take place in accordance with the INCOTERM DDP ("Delivered, Duty Paid") at the agreed destination (Incoterms® 2010), with rights, taxes, and insurance at the Supplier's expense.

13. Early Termination. In the event of serious and/or repeated non-compliance by the Supplier with any of its obligations under the received Order, subject to the above, the Buyer may terminate the contract by right (without a demand for performance), without prejudice to late penalties and compensation that may be claimed by the Buyer for the damage suffered.

14. Confidentiality – Representation Prohibition. The parties undertake to consider all information received and exchanged during the execution of an order or supplies as strictly confidential and agree not to disclose it to third parties unless with express written agreement, especially technical, financial, commercial, and operational information. Each party will take all appropriate measures to respect and enforce this commitment for up to 2 years following the receipt of the information. The Supplier cannot act on behalf and/or for the Buyer and undertakes not to take any action that may lead third parties to believe in the existence of relationships between the parties other than those provided for in this contract.

15. Intuitu Personae. The Supplier cannot assign to third parties all or part of the Supplies without prior written communication to the Buyer, attaching the following documents related to the Subcontractor: (a) tax data; (b) DURC; (c) a declaration of having verified the technical-professional suitability and possession of RCT and RCO insurance with adequate coverage. Non-compliance with this clause entitles the Buyer to the automatic and immediate termination of all relevant orders, due to the exclusive fault of the Supplier and without compensation. The Buyer's authorization will not modify the Supplier's contractual obligations, which will remain the sole and exclusive responsible party for the works and comply with safety regulations. Moreover, any assignment of rights or obligations of the Supplier not expressly authorized by the Buyer will constitute a serious non-compliance justifying the automatic and immediate termination of the contract. Finally, all changes in control of the Supplier's ownership, whether by purchase, sale, merger, contribution, or restructuring of the Group, not expressly authorized by the Buyer, will similarly constitute serious non-compliance justifying the automatic and immediate termination of the contract.

16. Responsible Purchasing Charter. The Supplier declares to have read and accepted the latest version of the Responsible Purchasing Charter applicable to STEF Suppliers, and whose text is available on the STEF website <https://www.stef.com/corporate/en/responsible-purchasing-charter>

16.1. Code of Ethics and Prevention of Offenses. The Supplier declares awareness that the STEF Group has adopted its own Organizational Model pursuant to Legislative Decree no. 231/01 and declares, in particular, to have read the Code of Ethics related to the specific Company and to have reviewed the principles stated therein. In this regard, the Customer/Supplier undertakes to behave in line with what is stated in the aforementioned Code of Ethics and not to violate the principles and provisions therein, and in any case, not to engage in any conduct that may expose STEF to the risk of the application of sanctions provided for by Legislative Decree no. 231/01. The Supplier is aware that the violation of this obligation, even by its representative, subordinate worker, or collaborator, constitutes a serious contractual breach under Article 1455 of the Italian Civil Code, legitimizing STEF to terminate the ongoing contract under Article 1456 of the Italian Civil Code, without prejudice to compensation for damages and the protection of rights to be exercised in competent venues.

16.2. Privacy. The parties consent to the processing of their personal data necessary for the execution of the contract. Each party has been previously informed by the other about the purposes and methods of processing, the mandatory nature of providing data to conclude and execute this contract, the subjects to whom the data may be communicated, and the scope of dissemination of the data, the rights under the GDPR (EU Regulation 2016/679), and the name of the data controller. The Supplier will be required to provide the Buyer, upon request, with the necessary documentation and personal data related to the personnel used in the execution of this contract (name, surname, date of birth, address, registration number, etc.), to exercise the control faculty pursuant to Article 7.2. and, in general, for security reasons related to the property and the individuals themselves. Personnel data may be communicated to third parties for contract execution reasons. The Supplier declares to the Buyer, indemnifying it from any liability in this regard, to have provided its personnel with extensive information on this and to have obtained their consent to the processing of personal data as per this clause. The Supplier consents to the possibility of video surveillance with image recording in the premises where the service is provided, in compliance with current regulations and for the security of corporate assets. In the event of video surveillance with image recording being installed, the Buyer will notify with specific information signs. The Supplier declares to the Buyer, indemnifying it from any liability in this regard, to have provided its personnel with extensive information on video surveillance with image recording and to have obtained their consent to the processing of personal data as per this clause.

17. Applicable Law – Jurisdiction. The contract and relations between the parties are governed by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 is expressly excluded. All disputes that may arise in relation to this contract, including those concerning its validity, interpretation, stipulation, execution, and resolution, those arising from any subsequent modifications to the contract itself, will be referred to the exclusive jurisdiction of the Parma Court.

Parma, ___/___/_____

On behalf of _____ (a STEF Company)

On behalf of the Supplier
the legal representative (stamp and signature)

The parties expressly declare their approval, pursuant to articles 1341 and 1342 of the Italian Civil Code, of the clauses set forth in Section 6 (Execution Times. Penalties.), 6.1 (Termination), 7.1. Regularity of Personnel – Guarantees to the Buyer., 7.2 (Documentation), 9. (Warranty), 11.1 (Setoff), 16.1 (Code of Ethics and Prevention of Offenses), and 17 (Applicable Law – Competent Court).

On behalf of _____ (a STEF Company)

On behalf of the Supplier
the legal representative (stamp and signature)
