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## 1 Purpose of the General Terms and Conditions of Purchase

- 1.1 HYSYTECH S.r.l. ("HST") pursues the goal of guaranteeing its customers the best possible quality for its products and intends to select partners that can ensure a reliable supply of goods and services, as well as to implement efficiencies in the supply chain.
- 1.2 To this end, by signing these General Terms and Conditions of Purchase ("GTCP"), the supplier ("Supplier") shares HST's business values and accepts that the GTCP apply to any supply of goods and services to HST.

## 2 Definitions and Interpretation

- 2.1 Unless otherwise stated in the GTCP, the following terms shall have the meanings ascribed to them below:

**"Processing Activities"** means any provision and/or service necessary for the production process of HST performed by the Supplier on raw materials and/or semi-finished products supplied by HST to the Supplier, including but not limited to, washing, galvanising, painting in compliance with the Processing Specifications indicated in the Purchase Order at any given time;

**"Good(s)"** means the raw materials, mechanical components, electrical components, accessories, tools, equipment, spare parts, machinery and anything else necessary for the manufacture of HST products, as well as the result of the Processing Activities;

**"Contract"** means the Purchase Order and/or a separate agreement between the Supplier and HST, as supplemented by these GTCP;

**"Force Majeure"** means an event or series of related events (e.g., natural disaster or act of God, civil unrest, terrorism, mass contamination, political or financial crisis, embargo, suspension of import licences) that is beyond the control of the parties and significantly and adversely affects the ability of the parties to fulfil their respective obligations under the Purchase Order. It is understood that labour shortages and/or inability to conclude contracts with subcontractors and/or strikes of a non-national character are not considered Force Majeure events;

**"Technical Specifications"** means all types of Technical or Technological Specifications, models, drawings, designs and/or samples that HST will make available to the Supplier for the design, testing, development, production, supply of the Goods and/or Services and/or Processing Activities;

**"IPR"** means any intellectual property, including patents, utility models, trademarks and service marks, firm, insignia, domain names, design rights, copyright, moral rights, topography rights, database rights, trade secrets and commercial and industrial know-how; **"Purchase Order"** or

**"PO"** means a written purchase order, including its annexes forming an integral part thereof, sent by HST to the Supplier as provided for in the GTCP, containing the conditions applicable to the supply of Goods and/or Services and/or Processing Activities (e.g. quantity, type and code of the Goods, Technical Specifications, prices, discounts relating to quantity, packaging arrangements, delivery terms, time of performance of the works, terms and conditions of payment, place of performance of the Services, Specification of the Processing;

**"Materials"** means the raw materials and/or semi-finished products made available by HST to the Supplier for the performance of Processing Activities;

**"Services"** means the services specified in a Purchase Order including but not limited to, the performance of installation, start-up and commissioning, testing and verification and/or warranty activities.

**"Processing Specifications"** means HST's technical requirements set forth in a Purchase Order relating to the performance of Processing Activities on Materials, including, but not limited to, washing, galvanising, painting.

- 2.2 In these GTCP and for the purposes of any Contract, any reference to a Party and/or Parties shall mean HST and/or the Supplier who has accepted these GTCP pursuant to article 4.1 below.

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### 3 Subject matter of these GTCP

- 3.1 These GTCP apply to every purchase made by HST and shall be deemed to be fully referred to and an integral and essential part of every Purchase Order, order confirmation by the Supplier and/or separate agreement between the Supplier and HST, even if not expressly referred to.
- 3.2 In the event of any conflict, discrepancy or contradiction between the GTCP and the documents set out below, the order of priority shall be as follows:
- i. Purchase Order;
  - ii. GTCP;
  - iii. Technical Specifications and/or Processing Specifications, even if not attached to the Purchase Order;
  - iv. the other annexes to the Purchase Order;
  - v. Supplier's offer, if attached to or referred to in the Purchase Order.
- 3.3 By accepting these GTCP, the Supplier expressly waives its own general terms and conditions of supply or sale, if any, even if they are referred to in the Supplier's order confirmations, accounting documents or other documentation of the Supplier, whether prior or subsequent to the acceptance of the Purchase Order and/or these GTCP.
- By accepting these GTCP, the Supplier acknowledges and accepts that these GTCP shall apply to all POs issued by HYSYTECH S.r.l., as the company issuing the PO.

### 4 Purchase Order and Acceptance

- 4.1 The Purchase Order shall be deemed binding on the Supplier upon its receipt, unless rejected in writing within 3 days, and shall in any event be deemed accepted in the event of performance, even only partial, by the Supplier of any of the activities set out in the Purchase Order.
- 4.2 HST shall be bound to purchase from the Supplier only those Goods and/or Services and/or Processing Activities that will be specifically indicated in the Purchase Order.
- 4.3 The Purchase Order may be sent to the Supplier in electronic form by e-mail to the address of the Supplier indicated in the offer or to a different address agreed upon in writing between the Parties. The Parties waive all objections as to the validity and enforceability of any Purchase Order based on electronic transmission.

### 5 Changes to the Purchase Order

- 5.1 HST is authorised at any time to request changes to the Goods and/or Services and/or Processing Activities indicated in the Purchase Order already issued pursuant to article 4 above, including but not limited to, changes to specifications, drawings, date and place of delivery, packaging, quality, quantity and means of transport.
- 5.2 If a change requested pursuant to article 5.1 above results in an increase or reduction of the Supplier's costs and/or a potential delay in delivery, the Supplier shall promptly notify HST thereof and the parties shall agree in writing on the terms and conditions under which the requested changes are to be carried out.
- 5.3 HST is also authorised to cancel the Purchase Order for any reason whatsoever by simply notifying the Supplier in writing within 48 (forty-eight) hours of the acceptance of the Purchase Order by the Supplier pursuant to article 4 above, without anything being owed by HST to the Supplier, for any reason whatsoever, for such cancellation.

### 6 Processing Activities

- 6.1 If, pursuant to the Purchase Order, the Supplier performs Processing Activities for the benefit of HST, the following additional conditions shall apply, it being understood that the other provisions of the GTCP shall remain fully valid and applicable, provided that they do not conflict with this article 6.
- 6.2 HST shall deliver the Materials at its own care and expense to the Supplier's premises indicated in the Purchase Order for the Supplier to carry out the required Processing Activities in accordance with the provisions of the Purchase Order and the Processing Specifications.

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- 6.3 Upon receipt of the Materials and before performing the Processing Activities, the Supplier shall be obliged to check the Materials and inform HST of any defects found by visual inspection.
- 6.4 In the event of non-conformity and/or rejection of the Goods that may result from the Processing Activities, unless the Supplier proves that such non-conformity is attributable to HST pursuant to article 6.3 above, the Supplier shall compensate HST for the value of the Materials, whereas nothing shall be due for the Processing Activities from which the non-conformity and/or rejection of the Goods results.
- 6.5 From the moment of receipt of the Materials, the Supplier shall be responsible for their safekeeping, ensuring that the Materials (i) are not damaged and/or deteriorate (ii) are stored completely separately from other goods/products/merchandise (iii) are clearly marked as the exclusive property of HST.
- 6.6 Unless otherwise specified in the Purchase Order, the Goods shall be made available for collection EXW (Incoterms 2020) at the address of the Supplier's place of business and within the timeframe specified in the Purchase Order, it being understood that the Supplier shall also return to HST any non-conforming and/or waste Goods and/or Materials properly identified as such. Until delivery to HST, the Supplier shall ensure that non-conforming and/or waste Goods and/or Materials adequately identified as such (i) do not suffer damage and/or deteriorate (ii) are stored completely separately from other goods/products/goods (iii) are clearly marked as the exclusive property of HST.
- 6.7 HST reserves the right, subject to prior written notice, to carry out an inventory of the Materials and Goods at the Supplier's premises, it being understood that the Supplier shall be fully responsible for the storage of such Materials and Goods until their removal by HST.

## 7 Delivery

- 7.1 The Goods shall be suitably and carefully packed in accordance with the highest quality standards, taking into account the nature of the goods to be shipped and the means of transport used, as well as in such a way as to allow for easy unloading and in compliance with the safety requirements for those tasked with such activity.
- 7.2 Unless otherwise communicated by HST, the Goods shall be delivered DDP ("Delivered Duty Paid - Returned Duty Paid" - Incoterms 2020) and unloaded at the registered office in Strada del Drosso 33/18, 10135 Turin, Italy.
- 7.3 HST reserves the right to reject, at the Supplier's care and expense, supplies delivered before the delivery date indicated on the Purchase Order.
- 7.4 The Supplier shall promptly inform HST in the event of circumstances that may cause a delay in delivery. In the event of late delivery, HST shall be entitled to:
  - i. require delivery of all or part of the Goods and apply a penalty of 0.5% of the price of the undelivered Goods for each day of delay, without prejudice to compensation for any greater damage; and/or
  - ii. cancel the Purchase Order with immediate effect by written notice to the Supplier, without any liability on the part of HST for such cancellation; and/or
  - iii. procuring the Goods from third parties and charging the costs thereof to the Supplier.The above remedies are without prejudice to any other rights that HST may have against the Supplier in the event of late delivery under these GTCP or under applicable law.
- 7.5 If, upon delivery, it is found that the quantity of Goods delivered does not correspond to the quantity indicated in the Purchase Order, HST shall have the right to:
  - i. accept excess Goods, reserving the right to change the quantity of subsequent deliveries accordingly;
  - ii. reject excess Goods and return them at the Supplier's care and expense;
  - iii. require immediate delivery of the missing Goods at the Supplier's expense, if necessary also by special express delivery.

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The above remedies shall be without prejudice to any other rights that HST may have against the Supplier for damage suffered as a result of or in connection with the quantitative difference in the Goods delivered.

7.6 The transfer of ownership of the Goods to HST shall take place upon delivery, with the exception of the Goods that HST reserves the right to return to the Supplier pursuant to these GTCP.

## 8 Consignment Stock

8.1 HST reserves the right to request that the Supplier apply the consignment stock scheme (sale or return contract) to the supply of Goods, and the Supplier undertakes to make every effort to comply with this request. The terms of consignment stock will be negotiated on a case-by-case basis between the parties in a separate agreement, including, inter alia, the transfer of ownership of the Goods to HST upon withdrawal from the stock.

## 9 Services, Installation and Commissioning Activities, Manuals

9.1 If envisaged by the Purchase Order, the Supplier shall go to the location specified by HST in the Purchase Order ("Site") for the performance of the Services, including in the case of the installation and/or commissioning of the Goods, in accordance with the timescales and procedures set out in the Purchase Order. In the event of delays in the performance of the Services with respect to the timescales agreed upon in the Purchase Order, HST reserves the right to apply a penalty equal to 0.5% of the price for each day of delay in the performance of the Services, without prejudice to compensation for any greater damage. Unless otherwise agreed, the Supplier shall perform and complete the Services during a single visit to the Site and, if more than one day is required, on several consecutive days, subject to agreement with HST.

9.2 The Supplier shall deliver the manuals for the use and maintenance of the Goods no later than the date of delivery of the Goods to the Site or to HST's premises. Use and maintenance manuals will be delivered in the language indicated in the Purchase Order, and in any case, always also in English, in digital format, unless otherwise indicated in the Purchase Order or unless otherwise provided for by applicable law.

9.3 The Supplier shall, upon delivery of the Goods, also make available to HST the certificates requested in the Purchase Order, in the language indicated therein and, in any case, always also in English, in digital format, unless otherwise indicated in the Purchase Order or unless otherwise provided for by applicable law.

## 10 Price, Invoice, Delivery notes, Payment

10.1 The prices indicated in the Purchase Order with respect to each type of Goods and/or Services and/or Processing Activities are fixed and invariable, and do not include VAT. The prices shall be understood to be inclusive of any and all costs for packaging, loading, transport, insurance and/or stowage of the Goods, for the provision of technical documentation, certificates and manuals for the use and maintenance of the Goods and individual components of the Goods, as well as for the performance of Services and/or Processing Activities, labour, any board, lodging, and travel, as well as for training in the use of the Goods.

10.2 The prices may not be changed or adjusted as a result of changes in raw material and/or labour costs, exchange rate fluctuations or currency devaluation or for any other reason unless otherwise agreed upon in writing between the parties.

10.3 The invoices must indicate the correct VAT rates and specify all supplier information and data, including the VAT number. The Goods shall be accompanied by the relevant transport document, duly completed, which shall also indicate the weight of the Goods, with and without packaging.

10.4 In the case of activities carried out on Research & Development projects, HST will indicate in the PO the identification code of the project in question. This code must be shown on the transport document and invoices issued by the supplier. In the event of an omission, HST reserves the right to request a credit note for the issue of a new invoice bearing the previously omitted code.

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- 10.5 Payments will be made in the manner and within the deadlines indicated in the Purchase Order. HST is henceforth authorised to offset any amount owed by the Supplier to HST on any grounds whatsoever.
- 10.6 Payment of the invoice does not imply a waiver by HST of any claims for defects and/or non-conformity of the Goods delivered and/or Services and/or Processing Activities performed.
- 10.7 HST's remedies in the event of a serious breach of the provisions of articles 4, 5, 6, 7, 8 and 9 include the suspension of payment until the breach has been remedied. Should HST exercise this right, it shall not be liable to the Supplier for any damage, nor shall HST be charged any interest on arrears for late payment resulting from the suspended payments. This provision is in addition to any other remedy available to HST under these GTCP and/or applicable law.

### 11 Customs, Origin and Export Checks

- 11.1 The Supplier shall notify HST in writing of the materials or components used in the manufacture of any Goods that the Supplier purchases in a country other than the country in which such Goods are delivered to HST and of any duties included in the price of such Goods. The Supplier shall provide HST with all documents and information necessary to establish/identify the country of origin, as well as comply with the provisions on the origin of goods of the country of destination.
- 11.2 The rights to any duty refunds and export incentives, as well as the inherent benefits, to the extent permitted, shall be automatically transferred to HST and become its exclusive property. The Supplier shall provide the necessary assistance in obtaining refunds or reimbursement of duties, taxes or expenses paid and in receiving export incentives.
- 11.3 Customs duties and expenses of the customs broker shall be borne exclusively by the Supplier, unless otherwise agreed in writing
- 11.4 The Supplier shall provide HST with all assistance necessary to determine the admissibility, timely release, customs clearance and issuance of the import customs bill, licensing requirements and minimum duties due upon importation of the Goods into the country of destination, as they shall be borne by HST. If a licence is required for the import/export of the Goods, the Supplier shall assist HST in obtaining such a licence.

### 12 Force Majeure

- 12.1 In the event of Force Majeure, the Party in such a situation shall immediately inform the other Party describing the cause of the situation and the effect of such cause on the fulfilment of its obligations.
- 12.2 The Parties shall meet within 7 days from receipt of the notice referred to in article 12.1 to agree on any changes to the Purchase Order that may be necessary or appropriate to cope with the consequences of the Force Majeure event.
- 12.3 If no agreement is reached within 30 days from receipt of the notice referred to in article 12.1, or if such event persists for a period of more than 30 days, either Party may withdraw from the Contract by written notice to the other Party.

### 13 Guarantees

- 13.1 The Supplier warrants that the Goods supplied:
- i. comply with all applicable laws and regulations in the countries where they will be used;
  - ii. are free from defects or faults, are fully functional and comply with the specifications, drawings, descriptions, designs provided by HST, including Technical Specifications and Processing Specifications; and
  - iii. are suitable and adequate for the use for which they were supplied.
- 13.2 The Supplier warrants that the Services are performed with the utmost care and professionalism, in accordance with the highest quality standards, in full compliance with the provisions and regulations in force at the place of performance of the Services, indicated in the Purchase Order.



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- 13.3 The warranty shall remain in force until the expiry of 24 months from the delivery of the Goods or the date on which the performance of the Services is completed. In the case of Goods subject to commissioning activities, the warranty shall be valid for 24 months from the date on which the commissioning of the Goods is completed.
- 13.4 At any time during the warranty period, if there are non-compliant Goods within the meaning of the above article (“Defective Goods”) and/or non-compliant Services within the meaning of art. 13.2 above (“Non-Compliant Services”), HST (in addition to its rights under article 14 below) may, at the Supplier’s expense:
- i. carry out, also by contracting third parties, any quality control, testing of Goods; and/or
  - ii. at its own discretion, refuse or require immediate replacement of the Defective Goods or, if the Parties have agreed a tolerance margin and the tolerance margin is exceeded, and if appropriate refuse or require replacement of the entire batch covered by the Purchase Order to which the Defective Goods belong; and/or
  - iii. in case of Non-Compliant Services, request immediate intervention by the Supplier to re-perform the Service until the defect has been remedied. If no action is taken by the Supplier within 24 hours of the request, HST may carry out the work itself or instruct a third party, charging costs and expenses to the Supplier, without prejudice to the warranty in favour of HST; and/or
  - iv. recover the Defective Goods by additional work if the Supplier is not able to carry out immediate replacement.
- 13.5 HST shall report defects in the Goods and Services within 60 days of becoming aware of them.
- 13.6 The Supplier undertakes to take charge of the request for intervention referred to in this article 13, going to the site if necessary, no later than 24 hours after receipt of HST’s written request, bearing the costs of repair, replacement and labour, board and lodging of the technicians intervening, as well as transport, storage, customs clearance costs. Notwithstanding the foregoing, in the event of delay, HST shall apply a penalty of 0.5 % of the price specified in the Purchase Order for each day of delay, without prejudice to compensation for greater damage.

#### **14 Indemnification and Insurance**

- 14.1 The Supplier agrees to indemnify and hold HST harmless, upon simple demand, (i) for any and all liabilities, losses, damage, expenses (including but not limited to legal and expert fees) and other costs incurred in connection with any breach of or non-compliance with the Purchase Order by the Supplier; and (ii) for any claim arising out of injury to or death of any person and damage to or loss of any property caused by Defective Goods and/or Services and/or non-compliant Processing Activities or otherwise arising out of any negligent act, omission or activity of the Supplier (or any person acting on its behalf) and any loss, cost, damage, failure to comply with the provisions of any applicable ISO and environmental regulations.
- 14.2 In addition to the obligations of indemnification and compensation set forth in article 14.1 above, the Supplier shall cooperate with HST in adopting any action that HST may reasonably take in connection with any complaint received from HST’s customers for alleged construction and environmental violations.
- 14.3 As a condition for the submission of the Purchase Order and in any case for the payment of the amount due under the Purchase Order, the Supplier undertakes to deliver to HST a copy of the insurance policy certificate with a leading insurance company and which shall include third-party, employee and product liability with adequate ceilings and/or that are in compliance with the Purchase Order. In the case of periodic deliveries and, in any case, upon simple request by HST, the Supplier undertakes to deliver a certificate attesting to the existence of insurance cover and the payment of renewal premiums. It shall be understood that the covers under the insurance policies are not intended to limit the Supplier’s liabilities and obligations under the Contract.

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14.4 HST reserves the right to request any further insurance cover from the Supplier, including transport third-party liability cover, in addition to the provisions of this article.

## 15 Technical Specifications and IPR

15.1 The Technical Specifications and/or Processing Specifications, as well as all material and information of any nature provided by HST to the Supplier, are and shall remain the exclusive property of HST and may only be used by the Supplier to produce the Goods and/or perform the Services and/or Processing Activities to be supplied to HST pursuant to the Purchase Order.

15.2 The Supplier undertakes to:

- i. keep the Technical Specifications and/or Processing Specifications confidential in accordance with article 18 below and to return them immediately to HST upon request;
- ii. not reproduce or cause to be reproduced by third parties, in whole or in part, the Technical Specifications and/or Processing Specifications except within the limits expressly authorised by HST; and
- iii. not use any Technical Information and/or the Processing Specifications and/or other information based, in whole or in part, on Technical Specifications and/or the Processing Specifications to produce goods that are not the Goods and/or to perform services and/or processing activities that are not the Services and/or the Processing Activities.

15.3 Prior to the performance of the Contract, the Supplier shall inform HST in writing whether specific Goods and/or Services and/or Processing Activities are protected by the Supplier's IPR and, if so, to which IPR they are subject, it being understood that a failure to do so shall constitute a waiver of the relevant IPR vis-à-vis HST.

15.4 The Supplier warrants that the production, use and sale of the Goods and/or the performance of the Services and/or Processing Activities does not violate any applicable laws and regulations or the IPR of third parties in any way. The Supplier shall bear the cost of any third-party claims and shall indemnify and hold HST harmless from such claims or any other actions that may be brought by third parties against HST.

## 16 Use of HST names and trademarks and Publications

16.1 No Party shall use any name, logo, firm or insignia, trade or service mark, or other designation without the prior written consent of the Party owning or controlling such firm or insignia or trademark or other designation.

16.2 Without the prior written consent of HST, the Supplier shall not disclose to third parties in any way (including marketing tools or other media) that it has entered into a contract with HST or that it is providing Goods and/or Services and/or Processing Activities to HST without the prior written consent of HST, unless required to do so by applicable law or regulation.

## 17 Withdrawal and Termination

17.1 HST shall have the right to unilaterally withdraw from the Contract at any time and for any reason upon 60 days' prior written notice to the Supplier, without any liability to the Supplier for any reason whatsoever, without prejudice to the consideration accrued at the date of the withdrawal. The Supplier waives any right to unilateral withdrawal from the Contract.

17.2 Without prejudice to the other provisions set out in these GTCP and to all remedies envisaged by applicable law, HST shall have the right to cancel the Purchase Order and/or terminate the separate contract entered into with the Supplier with immediate effect upon receipt by the Supplier of the relevant written notice, if the Supplier is found to be in breach of its obligations under any of the following articles: 4, 5, 7, 9, 10, 13, 14, 15, 16, 18 et 19. Such termination shall not affect a Party's liability for obligations arising prior to the date of termination.

17.3 If HST fails to fulfil an obligation of no minor importance under the Contract, except where such non-fulfilment is due to even partial non-fulfilment on the part of the Supplier, the latter may give notice to HST to fulfil it within the period specified in the notice, in any event no less than sixty days. Should HST fail to fulfil its obligations under the Contract, the Supplier shall in any event be bound by the proper fulfilment of its obligations under the Contract.



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## 18 Confidentiality

- 18.1 The Supplier may not disclose or otherwise make accessible to third parties any information, including Technical Specifications and/or Processing Specifications, which the Supplier has acquired or to which it otherwise has access as a result of or in connection with the Purchase Order.
- 18.2 The confidentiality obligations referred to in this article shall remain in force for a period of 10 years after the termination of any supply relationship with HST for whatever reason.
- 18.3 Any disclosure to third parties regarding the existence and content of these GTCP by any means of communication shall be agreed in advance between the Parties in writing.
- 18.4 Upon termination of the contractual relationship, the Supplier shall immediately return to HST all documents that may have been handed over to the Supplier.

## 19 Personnel, Remuneration, Tax and Social Security Obligations and Personnel Grading

- 19.1 The Supplier in any case warrants and undertakes that the personnel used in the supply of the Goods and/or the performance of the Services and/or the Processing Activities shall receive an overall remuneration no lower than the minimum wages established by the Collective Labour Bargaining Agreement for the sector they belong to.
- 19.2 The Supplier warrants that its personnel must, in accordance with the laws in force, be equipped with the technical requirements and the appropriate professional skills, with the prohibition of resorting, even on a temporary and/or occasional basis, to the use of persons who are not in possession of the necessary authorisations, permits issued by Law Enforcement, the Territorial Labour Directorate, the Municipal Offices and the relative clearances that may be necessary also in compliance with the laws in force on health, safety and the environment. In the case of the employment of non-EU personnel, the Supplier is obliged to verify their possession of a valid residence permit for work purposes.
- 19.3 The Supplier assumes any and all responsibility, control and direction of the work of its personnel and/or collaborators, without any subordination, semi-subordination or other ties with HST, whether towards HST or third parties.
- 19.4 The Supplier undertakes to pay salaries, insurance, social security and welfare contributions for all personnel used in the supply of the Goods and/or performance of the Services and/or Processing Activities in a punctual and regular manner. The Supplier also warrants compliance with the obligations of a tax, insurance and contributory nature relating to personnel, as well as compliance with the prescriptions concerning social security and insurance contributions and any others in force or that may arise during the performance of the Purchase Order, and in any case warrants the existence of all registrations, authorisations, qualifications required by the laws in force, including those relating to the particular nature of the activity and to the individual working partners and/or employees and/or collaborators operating.
- 19.5 The Supplier shall indemnify and hold HST harmless against any costs or consequences that the latter may incur in the event of any claims by the Supplier's personnel and/or collaborators, or by labour and/or social security institutions, in respect of the work performed by the Supplier in favour of HST for up to two years after termination of the Contract. To this end, in addition to the provisions of these GTCP, also notwithstanding the provisions of art. 29 of (It.) Legislative Decree no. 276/2003, the Supplier releases HST from the joint and several obligation provided for in that provision in relation to the Supplier's wage and social security obligations for its personnel and/or collaborators performing the activity covered by the PO. Accordingly, for the entire term of the Contract and for two years following its expiry, the Supplier undertakes to indemnify and hold HST harmless against any claim or action concerning the recognition of employment relationships of any kind, allegedly entertained with HST, including actions under art. 29 of (It.) Legislative Decree no. 276/2003. These obligations to indemnify and hold harmless may be satisfied, if they arise during the term of the Contract, by the fees due by HST to the Supplier.
- 19.6 At the request of HST, the Supplier shall produce the employee and payroll books, the accident register, and it shall be the Supplier's obligation to provide appropriate certification (including the valid in-leave insurance contribution payment certificate), also by means of self-certification, proving the payments to the Social Security and Tax Authorities pursuant to art.

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13-ter of (It.) Decree Law of 22 June 2012, no. 83 as amended and supplemented. Failure to produce the above-mentioned certifications before the due date of the invoice for the month in question shall entitle HST to suspend payment of the invoices due until such time as the above-mentioned certification is presented.

- 19.7 The Supplier shall comply with all workplace safety regulations, including the provisions of (It.) Legislative Decree No. 81/2008, as well as any internal regulations of HST's customers, a copy of which HST will provide to the Supplier where necessary. HST reserves the right at any time to request from the Supplier a copy of the documentation proving fulfilment of the obligations under this article 19.7, and the Supplier undertakes to make such documentation available within 24 hours of receipt of the written request by HST.
- 19.8 HST will make available to the Supplier all necessary information in order to promote effective cooperation for the management of any interference that may arise between the activities carried out by HST, the activities carried out by the Supplier and those carried out by third parties, including by HST's customer on the site.
- 19.9 HST reserves the right to immediately suspend the performance of all activities by the Supplier in the event that it detects, in its sole discretion, a breach of the safety obligations set out in article 19.7, as well as in the event that the Supplier does not deliver the complete documentation to HST within the time limit set out in article 19.7.

## 20 Quality and Environment

- 20.1 Prior to delivery, where provided for in the specific Purchase Order, the Supplier shall carry out all necessary tests in order to verify the conformity of the Goods with the defined technical specifications and applicable regulations.
- 20.2 Without prejudice to the exclusive liability of the Supplier, HST is permitted to check, also by means of third parties appointed thereby, at any time and in any place the supply of the Goods and/or the performance of the Services and/or the Processing Activities. The Supplier undertakes to provide HST with all necessary assistance in carrying out the aforementioned checks.
- 20.3 The Supplier shall use all resources and facilities necessary for the production of the Goods (including materials, energy and water) efficiently and in such a way as to minimise the environmental impact resulting from its production, in particular with regard to waste, waste water, air pollution and noise. In the event that, in order to fulfil its obligations under the Purchase Order, the Supplier must supply or use chemicals of any kind, the Supplier shall promptly inform HST in writing and deliver an updated copy of the safety data sheet of the products prior to each supply or use thereof. The delivery of these forms and their acceptance by HST is an essential condition for the performance of the activities under the Purchase Order.

## 21 Miscellaneous

- 21.1 Upon prior notice to the Supplier, HST may have access to, and make copies of, all information, books, documents, payroll data, receipts, correspondence and other electronic and non-electronic documentation of the Supplier relating to the supply of the Goods and/or Services and/or the Processing Activities for the purpose of checking or ascertaining the Supplier's performance of and compliance with the terms of the Contract. The Supplier shall be obliged to retain such information and documents for a period of no less than 10 years.
- 21.2 The Supplier undertakes to ensure, as far as possible, that any subsidiaries or parent companies, their employees, agents and other representatives, as well as its own suppliers and subcontractors, comply with the obligations and constraints set out in these GTCP.
- 21.3 Any deviation from or amendment to these GTCP shall only be valid if agreed in writing through the so-called "Agreement for Amendments to the GTCP", signed in original by both Parties.
- 21.4 The Contract, including any claim arising therefrom, may not be assigned, in whole or in part, or otherwise transferred by the Supplier to a third party, without the prior written consent of HST.

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21.5 The Supplier may not subcontract in whole or in part the performance of the Contract and/or any other activity covered by the Purchase Order unless expressly authorised in writing by HST. In the event of authorised subcontracting, the Supplier shall in any case remain jointly and severally liable with the subcontractor towards HST.

## 22 Applicable Law and Jurisdiction

22.1 The Contract is governed by Italian law. The Parties hereby expressly exclude the applicability of the Vienna Convention on Contracts for the International Sale of Goods.

22.2 Any dispute arising out of or in connection with the Contract shall be decided by the Court of Turin, which the parties elect as being exclusively competent.

Date	Supplier's signature and stamp
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Having examined and understood their contents, pursuant to articles 1341 and 1342 of the (It.) Civil Code, the Supplier specifically approves the following clauses included in these GTCP: 3.3 (waiver of Supplier's general terms and conditions); 4.1 (binding effect of the Purchase Order); 5.1 (amendments to the Purchase Order); 5.3 (cancellation of the Purchase Order); 6.3 (verification of the Materials); 7.4(ii) (annulment of the Purchase Order); 8 (application of Consignment Stock); 10.4 and 19.5 (HST's right to offset); 10.6 (suspension of payment); 12 (withdrawal due to Force Majeure); 13.4(iii) and 13.7 (repair of defects by third parties or HST); 15.3 (waiver of undisclosed IPR); 17.1 (waiver of Supplier's right of withdrawal and HST's withdrawal); 17.2 (termination); 17.3 (HST's default and waiver of Supplier's non-performance objection); 19.9 (suspension of the Contract); 24.4 (prohibition of assignment of the contract; prohibition of assignment of receivables); 25.2 (jurisdiction).

Date	Supplier's signature and stamp
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