

## GENERAL TERMS OF CONTRACT

THESE "GENERAL TERMS" REGULATE ORDERS/CONTRACTS ISSUED BY EACH OF THE COMPANIES BELONGING TO THE CERVED GROUP (HEREAFTER ALSO "CERVED" or "CLIENT") ON THEIR OWN ACCOUNT OR ON BEHALF OF ANOTHER COMPANY (PRINCIPAL).

1) **ORDER/CONTRACT CONFIRMATION:** THE ORDER/CONTRACT WILL BE UNDERSTOOD TO BE ACCEPTED AND THE RESPECTIVE CONTRACT CONCLUDED UPON RECEIPT BY CERVED OF THE COUNTERSIGNED ORDER/CONTRACT.

THE CONCLUSION OF THE CONTRACT IMPLIES UNCONDITIONAL ACCEPTANCE OF THESE GENERAL TERMS.

2) **CONTRACTOR OBLIGATIONS:** BY SIGNING THE ORDER/CONTRACT, THE **CONTRACTOR** UNDERTAKES, FOR THE ENTIRE DURATION OF THE CONTRACT, TO EXECUTE THE CONTRACT WITH THE UTMOST PROFESSIONAL DILIGENCE AND THE BEST AVAILABLE TECHNIQUES, ACCORDING TO THE CONDITIONS, METHODS, TERMS AND REQUIREMENTS CONTAINED IN THE CONTRACT, IN A PROFESSIONAL MANNER AND USING QUALIFIED PERSONNEL SUITED TO CARRYING OUT THE ACTIVITIES FOR WHICH THEY ARE EMPLOYED.

FURTHERMORE, IT UNDERTAKES TO:

- ADOPT, IN EXECUTING THE CONTRACT, EVERY PRECAUTION AND EVERY INITIATIVE NECESSARY TO AVOID DAMAGE OF ANY NATURE, MATERIAL OR IMMATERIAL, DIRECT AND INDIRECT, TO PERSONS AND TO PROPERTY, REMAINING LIABLE FOR EVERY ACTION NECESSARY TO REMEDY DAMAGE CAUSED AS WELL AS COMPENSATION FOR DAMAGES CAUSED TO CERVED AND/OR TO THIRD PARTIES BY ITS PERSONNEL OR BY WORKERS ENGAGED IN ANY CAPACITY IN EXECUTING THE CONTRACT (FOR EXAMPLE, SUBCONTRACTORS);

- INDEMNIFY AND HOLD HARMLESS CERVED FROM ANY LIABILITY, DIRECT OR INDIRECT, FROM ANY CHARGE DERIVING FROM IT, AS WELL AS FROM ANY LEGAL ACTIONS BROUGHT BY THIRD PARTIES IN ANY WAY CONNECTED TO EXECUTION OF THE CONTRACT.

- USE DULY RECRUITED PERSONNEL, PAY ALL REMUNERATION, TAX, INSURANCE, SOCIAL SECURITY AND CONTRIBUTION PAYMENTS DUE ITS EMPLOYEES AS ENVISAGED BY LAW AND BY APPLICABLE COLLECTIVE LABOUR AGREEMENTS.

- PROMPTLY INFORM CERVED OF ANY CHANGE TO THE INFORMATION SENT IN RELATION TO THE COMPOSITION OF ITS OWNERSHIP STRUCTURE AND ITS CORPORATE BODIES;

- COMPLY WITH ALL LEGAL PROVISIONS IN FORCE ON SAFETY, HYGIENE AND HEALTH OF WORKERS, AS WELL AS REFERRING TO EQUIPMENT AND MACHINES.

### 3) PRICES AND DURATION

THE PRICES INDICATED IN THE ORDER/CONTRACT ARE FIXED AND UNCHANGEABLE EVEN IN DEROGATION OF ART. 1664 OF THE ITALIAN CIVIL CODE. THE PRICES MAY ONLY BE CHANGED IF EXPRESSLY ENVISAGED IN THE ORDER/CONTRACT.

BY ACCEPTING THE CONTRACT, THE **CONTRACTOR** RECOGNISES:

- HAVING BEEN MADE FULLY AWARE OF THE TYPE OF SERVICES, THE NATURE OF THE LOCATIONS, THE LOCAL CONDITIONS AND ALL OTHER NECESSARY ELEMENTS IN RELATION TO THE CONTRACT AND HAVING TAKEN THEM INTO ACCOUNT IN RELATION TO ALL CIRCUMSTANCES AND RISKS THAT MAY INFLUENCE EXECUTION OF THE SERVICES AND THE DETERMINATION OF THE PRICES OFFERED;

- THE REMUNERATIVE NATURE OF THE CONTRACTUAL PRICES AS BEING SUITABLE OVERALL TO COVER THE PROFIT OF THE **CONTRACTOR** AND THE ENTIRETY OF THE COSTS, CHARGES AND OTHER RISKS RELATING TO PERFECT EXECUTION OF THE CONTRACTUAL ACTIVITIES;

- HAVING ASSESSED AND CONSIDERED REMUNERATED FOR ANY COST RELATING TO THE PAYMENT OF SALARIES, BONUSES, INDEMNITIES, REIMBURSEMENTS AND DELIVERIES NOT ENVISAGED, OR IN ANY CASE EXCEEDING WHAT IS ESTABLISHED IN NATIONAL COLLECTIVE LABOUR AGREEMENTS, HAVING FULLY ASSESSED THE ACTUAL COST OF LABOUR ALSO BASED UPON THE ENVIRONMENTAL CONDITIONS, AS WELL AS ANY COST RELATING TO OVERTIME AND WORK ON PUBLIC

HOLIDAYS AND AT NIGHT THAT MAY BE NECESSARY TO CARRY OUT THE SERVICES BY THE CONTRACTUAL DEADLINES;

- THAT, GIVEN THE ABOVE, NO RESERVATION CAN BE PUT FORWARD CLAIMING THAT THE INDIVIDUAL PRICES ARE, FOR ANY REASON, LACKING IN REMUNERATION.

THE SUPPLY HAS THE DURATION INDICATED IN THE ORDER. ANY TACIT RENEWAL IS EXCLUDED AND THE CONTRACTOR MAY TERMINATE THE CONTRACT EARLY ONLY IN THE EVENT OF BREACH BY THE CLIENT.

### 4) PERSONNEL PROVIDING THE SERVICES

THE **CONTRACTOR** IS SOLELY LIABLE FOR THE ACTIONS OF ITS EMPLOYEES USED IN ANY CAPACITY IN EXECUTION OF THE CONTRACT.

THE **CONTRACTOR** UNDERTAKES TO:

- CARRY OUT THE SERVICES WITH SUITABLE AND QUALIFIED PERSONNEL IN AN ADEQUATE NUMBER AND QUALITY FOR COMPLIANCE WITH THE OBLIGATIONS DERIVING FROM THE CONTRACT AND OF PROVEN CAPACITY;

- ENSURE THAT ITS PERSONNEL RESPECT THE PROCEDURES IN PLACE AT CERVED FOR ACCESS CONTROL IF SENT TO WORK ON COMPANY PREMISES;

- COMMUNICATE TO CERVED, BEFORE THE START OF THE CONTRACT, THE NAMES, PERSONAL DETAILS, INSURANCE AND SOCIAL SECURITY POSITIONS, AS WELL AS PROVIDE A COPY OF THE PAYROLL (TAKEN FROM THE EMPLOYMENT LEDGER) OF PERSONNEL EMPLOYED IN EXECUTING THE CONTRACT;

- ENSURE THAT ITS PERSONNEL, WHEN EXECUTING THE SERVICES, BEHAVE WITH THE UTMOST CORRECTNESS AND HONESTY, AND ENSURE THAT PERSONNEL WHO BREACH THOSE OBLIGATIONS, ALSO IF INSTRUCTED BY CERVED, LEAVE THE WORKPLACE;

- PROVIDE ALL PERSONNEL EMPLOYED IN EXECUTING THE CONTRACT WITH WORK CLOTHING SUITED TO THE CHARACTERISTICS OF THE ACTIVITY TO BE CARRIED OUT AS WELL AS EQUIP THEM, WHERE REQUIRED, WITH AN IDENTIFICATION BADGE SHOWING THE NAME OF THE **CONTRACTOR**;

- INFORM CERVED OF ANY CHANGE RELATING TO PERSONNEL EMPLOYED IN EXECUTING THE CONTRACT. CERVED RESERVES THE RIGHT TO PERFORM CHECKS AT ANY TIME, IN ORDER TO VERIFY THE FULFILMENT OF THIS OBLIGATION.

IN THE EVENT OF BREACH, ASCERTAINED IN ANY MANNER, OF THE AFOREMENTIONED OBLIGATIONS, CERVED HAS THE LEGAL RIGHT TO TERMINATE THE CONTRACT, PURSUANT TO ART. 1456 OF THE ITALIAN CIVIL CODE.

THE **CLIENT** MAY, AT ANY TIME AND AT ITS SOLE DISCRETION, PREVENT ENTRY BY ONE OR MORE WORKERS OF THE CONTRACTOR WHO ARE DECLARED UNACCEPTABLE.

THE UNACCEPTABILITY WILL BE COMMUNICATED IN WRITING TO THE CONTRACTOR FOR REASONS RELATED TO THE CONDUCT OF THE MEMBER OF STAFF DURING SERVICE, IN THE PHASES IMMEDIATELY PRECEDING OR SUBSEQUENT TO EXECUTION OF THE SERVICE OR FOR ANY OTHER REASON THAT IS EVEN ONLY IN PARTIAL CONFLICT WITH THE BEST IMPLEMENTATION OF THE WORKS UNDER THIS CONTRACT.

THE CONTRACTOR WILL BE OBLIGED TO REPLACE THE WORKER WHO HAS BEEN DENIED ACCESS AS SOON AS POSSIBLE.

THE CONTRACTOR'S PERSONNEL ARE STRICTLY PROHIBITED FROM ACCEPTING GIFTS OR PRESENTS FROM THE **CLIENT**.

### 5) PROOF OF FULFILMENT OF TAX, REMUNERATION, CONTRIBUTIONS AND INSURANCE OBLIGATIONS,

THE **CONTRACTOR** UNDERTAKES, WHEN SUBMITTING EACH INDIVIDUAL INVOICE FOR WHICH PAYMENT IS REQUESTED, TO PROVIDE A COPY OF THE FOLLOWING DOCUMENTATION:

(I) COPY OF THE CERTIFICATION OF LABOUR COMPLIANCE (DURC) ISSUED BY INPS IN ACCORDANCE WITH CIRCULAR 92 OF 26/07/2005;

THE **CLIENT** HAS THE RIGHT TO SUSPEND PAYMENT OF THE PRICE UNTIL THE **CONTRACTOR** HAS PRODUCED THE AFOREMENTIONED DOCUMENTATION, NAMELY THE DURC.

THE **CONTRACTOR** AND/OR ANY SUBCONTRACTORS MUST RESPECT, IN RELATION TO ITS PERSONNEL AND IN RELATION TO ALL BODIES IN CHARGE, ALL EMPLOYER OBLIGATIONS (INCLUDING THAT OF DUE PAYMENT OF REMUNERATION, PAYMENT OF SOCIAL SECURITY AND WELFARE CONTRIBUTIONS AND PAYMENT OF INSURANCE PREMIUMS, AND OF THE DUE PAYMENT OF TAX WITHHOLDINGS ON EMPLOYEE INCOME) IN RELATION TO EMPLOYMENT, HEALTH AND SAFETY, RECRUITMENT AND REMUNERATION, SOCIAL SECURITY AND WELFARE, TAXATION AND ACCIDENT PREVENTION ENVISAGED BY APPLICABLE LAWS AND REGULATIONS, BY NATIONAL COLLECTIVE LABOUR AGREEMENT FOR THE RELEVANT INDUSTRY AND BY LOCAL OR COMPANY AGREEMENTS, PRIMARY OR SUPPLEMENTARY, IN FORCE WHEN THE CONTRACT IS EXECUTED.

THE **CONTRACTOR** ALSO UNDERTAKES TO PROMPTLY PROVIDE THE FOLLOWING DOCUMENTS TO THE **CLIENT**, EVERY TIME THE LATTER MAKES SUCH A REQUEST AND ALWAYS IN REFERENCE TO THE **CONTRACTOR** AND ANY SUBCONTRACTORS:

- CERTIFICATION PROVING PAYMENT OF TAX WITHHOLDINGS ON EMPLOYEE INCOME;
- PAYROLL OF PERSONNEL USED IN EXECUTION OF THE CONTRACT, ALSO OF SUBCONTRACTORS;
- DECLARATION CERTIFYING THE PAYMENT OF REMUNERATION TO PERSONNEL USED IN EXECUTION OF THE CONTRACT AND THE PAYMENT OF CONTRIBUTIONS THAT ARE MANDATORY BY LAW AND BY COLLECTIVE LABOUR AGREEMENTS;
- COPY OF THE FORMS CONFIRMING CONTRIBUTIONS PAYMENTS TO MANDATORY SOCIAL SECURITY INSTITUTIONS (INPS, INAIL, ETC.);
- ALL EMPLOYMENT CONTRACTS FOR EMPLOYEES TO BE USED AND COPIES OF THE RELATED MEDICAL FITNESS CERTIFICATES;
- DECLARATION THAT THE REQUIREMENTS ENVISAGED BY REGULATIONS IN FORCE FOR ISSUE OF THE "ANTIMAFIA" CERTIFICATE ARE SATISFIED;
- EMPLOYMENT LEDGER;
- RECEIPTS OF SOCIAL SECURITY, WELFARE, INSURANCE AND TAX PAYMENTS RELATING TO THE PERSONNEL EMPLOYED.

THE **CLIENT** IN ANY EVENT RESERVES THE RIGHT, WITH THE **CONTRACTOR** UNDERTAKING TO ENSURE ITS IMPLEMENTATION, TO HAVE AN INDEPENDENT AUDITING COMPANY OR OTHER OFFICER CARRY OUT SPECIFIC AUDITS OF THE ACCOUNTING BOOKS AND RECORDS AND OTHER ACCOUNTING, TAX AND CONTRIBUTION DOCUMENTS OF THE **CONTRACTOR** AND TO TAKE ALL ACTION ENVISAGED BY LAW FOR THE PURPOSE OF VERIFYING THAT OBLIGATIONS IN RELATION TO TAX, CONTRIBUTIONS AND REMUNERATION ARE SATISFIED. IF SUCH AUDITS REVEAL VIOLATIONS AND/OR NON-COMPLIANCE BY THE **CONTRACTOR** WITH REGARD TO THE DUE PAYMENT OF REMUNERATION TO PERSONNEL USED IN EXECUTION OF THE CONTRACT, OR WITH REGARD TO THE DUE PAYMENT OF SOCIAL SECURITY AND WELFARE CONTRIBUTIONS, THE COSTS INCURRED BY THE **CLIENT** FOR CONDUCTING THE AUDITS WILL BE BORNE IN FULL BY THE **CONTRACTOR**.

THE **CONTRACTOR** UNDERTAKES TO INDEMNIFY AND HOLD HARMLESS THE **CLIENT** FROM ANY CLAIM BY THIRD PARTIES, PAYMENT REQUEST, CHARGE, PENALTY AND/OR PETITION, IN ANY CAPACITY, FOR ANY REASON, DERIVING FROM BREACH BY ITS SUBCONTRACTORS OF ANY APPLICABLE REGULATION INCLUDING, IN PARTICULAR, ART. 29, PARAGRAPH 2 OF ITALIAN LEGISLATIVE DECREE 276/2003, AS AMENDED AND SUPPLEMENTED.

IF SUBJECTED TO ANY PAYMENT DEMAND AS JOINTLY LIABLE, IN ACCORDANCE WITH ART. 29, PARAGRAPH 2 OF ITALIAN LEGISLATIVE DECREE 276/2003, AS AMENDED AND SUPPLEMENTED, AND/OR IF SUBJECTED TO ANY PAYMENT DEMAND OR PENALTY IN ACCORDANCE WITH OTHER APPLICABLE LEGAL REGULATIONS IN THIS RESPECT, FOR ACTS COMMITTED AND/OR OMITTED BY THE **CONTRACTOR** AND/OR ITS SUBCONTRACTOR, THE **CLIENT** WILL ALSO HAVE THE RIGHT TO IMMEDIATELY SUSPEND PAYMENT OF THE PRICE ACCRUED BY THE **CONTRACTOR** FOR EXECUTION OF THIS CONTRACT AND NOT YET PAID BY THE **CLIENT**, AND TO RETAIN SUCH PAYMENT ON BEHALF OF THOSE ENTITLED, WITHOUT PREJUDICE TO THE

RIGHT OF THE **CLIENT** ALSO TO MAKE DIRECT PAYMENT TO THE CREDITOR OF SUCH DEMANDS IN AN AMOUNT NOT EXCEEDING THE PART OF THE PRICE STILL DUE TO THE **CONTRACTOR**, WITHOUT PREJUDICE TO THE OBLIGATION OF PRIOR COMMUNICATION TO THE LATTER. THE **CLIENT** WILL IN ANY CASE HAVE THE RIGHT TO REIMBURSEMENT FROM THE **CONTRACTOR**, AFTER THE EVENT, FOR ANY AMOUNT PAID FOR A VALUE HIGHER THAN THE PRICE DUE TO THE **CONTRACTOR**, WITHOUT PREJUDICE TO COMPENSATION FOR GREATER DAMAGES.

THE **CLIENT**, IN COMPLYING WITH THE PAYMENT OBLIGATIONS ARISING FROM ITS JOINT LIABILITY IN ACCORDANCE WITH ART. 29, PARAGRAPH 2 OF ITALIAN LEGISLATIVE DECREE 276/2003, AS AMENDED AND SUPPLEMENTED, WILL BE RELEASED FROM THE OBLIGATION TO PAY THE AGREED PRICE TO THE **CONTRACTOR** IN ACCORDANCE WITH THIS CONTRACT FOR THE AMOUNT CORRESPONDING TO THAT PAID TO COMPLY WITH THE AFOREMENTIONED PAYMENT OBLIGATIONS.

THE **CONTRACTOR** UNDERTAKES, ON ITS OWN ACCOUNT AND FOR ITS SUBCONTRACTORS, TO DELIVER PROMPTLY TO THE **CLIENT**, AND IN ANY CASE BY THE DEADLINES IMPOSED UPON THE **CLIENT** BY LAW AND/OR BY THE PUBLIC AUTHORITY AND/OR BY TRADE UNION ORGANISATIONS, A COPY OF THE DOCUMENTATION OF FORMAL OPPOSITION TO THE REQUESTING ENTITY, FOR CHARGES WHICH TRIGGER JOINT LIABILITY OF THE **CLIENT** IN ACCORDANCE WITH ART. 29, PARAGRAPH 2 OF ITALIAN LEGISLATIVE DECREE 276/2003, AS AMENDED AND SUPPLEMENTED.

IT IS EXPRESSLY UNDERSTOOD BETWEEN THE PARTIES THAT SUBMISSION BY THE **CONTRACTOR** OF THE DOCUMENTATION INDICATED IN THE ABOVE PARAGRAPHS AND THE CHECKS THAT THE **CLIENT** MAY ARRANGE AT ITS DISCRETION, OR HAVE CARRIED OUT BY ITS OFFICERS, ON THAT DOCUMENTATION OR ON OTHER ACCOUNTING, CONTRIBUTION AND TAX DOCUMENTATION OF THE **CONTRACTOR** AND/OR ITS SUBCONTRACTORS, CANNOT IN ANY WAY (I) LIMIT THE LIABILITY AND INDEMNITY OBLIGATIONS OF THE **CONTRACTOR** OR IN ANY CASE (II) LIMIT THE **CLIENT** RIGHTS ENVISAGED IN THE CONTRACT, AND IN PARTICULAR THE RIGHT TO TERMINATE THE CONTRACT IN ACCORDANCE WITH ART. 13 BELOW.

- 6) **BREACH:** ANY NON-FULFILMENT OR OMISSION IDENTIFIED BY CERVED AND/OR BY THE PRINCIPAL COMPANY IN THE QUALITY, OWNERSHIP OR EXECUTION OF THE WORKS AND/OR SERVICES, OR ANY ASCERTAINMENT BY THEM THAT THE WORKS AND/OR SERVICES ARE NOT FULLY COMPLIANT WITH THE CONTRACT, WILL CONSTITUTE BREACH BY THE **CONTRACTOR**. IF SUCH CIRCUMSTANCES ARISE, CERVED AND/OR THE PRINCIPAL COMPANY HAS THE RIGHT TO SUSPEND THE PAYMENTS DUE AND/OR TO OFFSET THESE AGAINST ANY RECEIVABLES DUE FOR ANY REASON FROM THE **CONTRACTOR**.

THIS IS WITHOUT PREJUDICE IN ANY CASE TO THE RIGHT OF CERVED AND THE PRINCIPAL COMPANY TO TERMINATE THE CONTRACT FOR BREACH PURSUANT TO ART. 1456 OF THE ITALIAN CIVIL CODE, ACCORDING TO THE PROVISIONS OF ART. 13, WITHOUT PREJUDICE TO COMPENSATION FOR DAMAGES SUFFERED.

- 7) **INVOICING:** INVOICES MUST BE ADDRESSED AND SENT AS INDICATED ON THE COVER SHEET OF THE ORDER/CONTRACT. **THE INVOICE MUST ALWAYS INDICATE: NUMBER AND DATE OF THE ORDER/CONTRACT and UNIT TO WHICH THE ORDER/CONTRACT REFERS.**

**IN THE ABSENCE OF THIS INFORMATION, THE ADMINISTRATIVE PROCEDURE IS BLOCKED.**

- 8) **PAYMENT:** WITHOUT PREJUDICE TO THE PROVISIONS OF ART. 5 ABOVE, THE INVOICE WILL BE PAID ACCORDING TO THE METHODS INDICATED ON THE FRONT OF THE RESPECTIVE ORDER/CONTRACT.

PAYMENTS WILL ONLY BE MADE AFTER DUE SUBMISSION OF AN INVOICE, ALSO FOR ANY ADVANCES, WITH DIRECT REMITTANCE OF THE INVOICE BY THE ADDRESSEE COMPANY AT THE END OF THE MONTH IN WHICH THE INVOICE IS DUE.

THE RECEIVABLE ORIGINATING FROM THIS SUPPLY MAY NOT BE TRANSFERRED TO THIRD PARTIES, PURSUANT TO ART.1260, 2ND PARAGRAPH OF THE ITALIAN CIVIL CODE.

- 9) **LIABILITY:** EACH PARTY WILL BE LIABLE FOR ALL DAMAGES ARISING FROM FULFILMENT OF THEIR OBLIGATIONS REGULATED BY THESE GENERAL TERMS. IN PARTICULAR, THE **CONTRACTOR** WILL ARRANGE ADEQUATE INSURANCE TO COVER ALL RISKS AND WILL OBTAIN FROM THE INSURER THE WAIVER OF ANY RECOURSE ACTION AGAINST CERVED AND THE PRINCIPAL COMPANY.

THE **CONTRACTOR** AGREES TO INDEMNIFY AND HOLD HARMLESS CERVED AND THE PRINCIPAL COMPANY FROM ANY COMPLAINT, ACTION, DEMAND OR LOSS DERIVING FROM INJURIES, INCLUDING DEATH OF A PERSON, OR DAMAGE TO PROPERTY, CAUSED BY NEGLIGENCE AND/OR AN ACT ATTRIBUTABLE TO THE SUPPLIER/**CONTRACTOR**, ITS EMPLOYEES, CONTRACTORS AND/OR PERSONS IN ANY CASE EMPLOYED IN ANY CAPACITY.

**10) PROHIBITION OF ASSIGNMENT OF ORDERS/CONTRACTS:**

NEITHER THIS CONTRACT NOR THE OBLIGATIONS OF THE **CONTRACTOR** MAY BE ASSIGNED OR SUBCONTRACTED BY THE **CONTRACTOR** WITHOUT THE WRITTEN CONSENT OF CERVED AND/OR OF THE PRINCIPAL COMPANY.

IF THE EXECUTION OF THE WORKS OR SERVICES ARE SUBCONTRACTED TO THIRD PARTIES, ALL RIGHTS OF THE BUYER ARISING FROM THIS CONTRACT, INCLUDING THE RIGHT TO CLAIM DAMAGES, WILL BE ENFORCEABLE AS MUCH UPON THOSE THIRD PARTIES AS ON THE **CONTRACTOR**.

**11) OCCUPATIONAL SAFETY:** THE **CONTRACTOR** WILL ADOPT ALL MEASURES AND PRECAUTIONS NECESSARY TO PREVENT

WORKPLACE ACCIDENTS AND TO PROTECT THE SAFETY OF PERSONNEL EMPLOYED ON PREMISES OF THE **CLIENT** CERVED, AS ENVISAGED BY ITALIAN LEGISLATIVE DECREE 81/08, AND MUST INFORM CERVED'S HEAD OF THE PREVENTION AND PROTECTION SERVICE IN ADVANCE WITH A VIEW TO PREPARING A WORKS COORDINATION PLAN; IN PARTICULAR, THE **CONTRACTOR** UNDERTAKES TO PROVIDE THE OPERATIONAL SAFETY PLAN TO CERVED, PRIOR TO WORKS COMMENCEMENT, AS ESTABLISHED BY ART. 89, PARAGRAPH 1, LETTER H) OF ITALIAN LEGISLATIVE DECREE 81/08, AND WILL MAKE SPECIFIC CONTACT WITH CERVED IN ORDER TO COOPERATE IN IMPLEMENTING THE PROVISIONS OF ART. 26 OF ITALIAN LEGISLATIVE DECREE 81/08.

THE **CONTRACTOR** DECLARES HAVING FULFILLED THE OBLIGATION TO INFORM ITS PERSONNEL OF THE SPECIFIC RISKS OF THE WORK SERVICES TO BE PROVIDED AND UNDERTAKES TO ENSURE THEIR COMPLIANCE WITH REGULATIONS IN FORCE ON OCCUPATIONAL HEALTH AND SAFETY.

THE **CONTRACTOR**, IN EXECUTING THE WORKS, UNDERTAKES TO USE SUITABLE EQUIPMENT COMPLIANT WITH SAFETY REGULATIONS IN FORCE, IF REQUESTED PROVIDING APPROPRIATE DOCUMENTATION RELATING TO THE COMPLIANCE OF THE EQUIPMENT USED.

THE **CONTRACTOR** WILL PROVIDE CERVED WITH DETAILED SPECIFICATIONS OF THE COSTS INCURRED FOR OCCUPATIONAL SAFETY PROTECTION.

**12) EXPRESSION OF AGREEMENTS:** THIS CONTRACT, CONSTITUTING

AN EXPRESSION OF THE AGREEMENTS REACHED BETWEEN THE PARTIES, CANCELS AND REPLACES EACH AND ANY DIFFERENT AND PREVIOUS AGREEMENT MADE, AS WELL AS ALL CLAUSES THAT MAY APPEAR IN THE QUOTES, BIDS, BILLS, INVOICES AND ALL ELSE USED BY THE **CONTRACTOR**. IF ONE OR MORE CLAUSES ARE DECLARED INVALID IN ACCORDANCE WITH LAW, THE REMAINING CONDITIONS WILL REMAIN IN FORCE.

**13) TERMINATION:** THIS CONTRACT MAY BE TERMINATED BY

CERVED, AS WELL AS IN THE CASES ALREADY INDICATED IN THE ABOVE ARTICLES OF THESE GENERAL TERMS OF CONTRACT, ALSO PURSUANT TO ART. 1456 OF THE ITALIAN CIVIL CODE, IN CIRCUMSTANCES WHERE THE **CONTRACTOR**:

1. DOES NOT DELIVER THE DOCUMENTATION INDICATED IN ART. 5;

2. ARBITRARILY SUSPENDS EXECUTION OF THE WORKS OR SERVICES REFERRED TO IN THE CONTRACT;
3. FAILS TO COMPLETE THE CONTRACTUAL SERVICES IN A PROFESSIONAL MANNER;
4. USES CERVED-OWNED MATERIALS AND EQUIPMENT IMPROPERLY OR FOR PURPOSES DIFFERENT FROM THOSE CONTRACTUALLY ESTABLISHED;
5. REPEATEDLY PERFORMS ACTIONS THAT HARM THE IMAGE OF CERVED;
6. IS IN BREACH OF THE RULES ON OCCUPATIONAL HEALTH AND SAFETY;
7. IN EXECUTING THE CONTRACT, USES UNSUITABLE AND/OR UNAUTHORISED PERSONNEL, ASCERTAINED IN ANY MANNER BY THE **CLIENT**, ACCORDING TO LEGAL AND/OR CONTRACTUAL REQUIREMENTS.

IN ALL CASES OF BREACH, CERVED - AT ITS SOLE DISCRETION - MAY ASSIGN A DEADLINE TO THE **CONTRACTOR** OF NO LESS THAN FIFTEEN DAYS TO REMEDY THE SITUATION, NOTIFIED BY RECORDED DELIVERY LETTER. THIS DEADLINE MAY BE REDUCED IN VIEW OF THE SPECIFIC SUBJECT OF THE CONTRACT.

**14) CODE OF ETHICS, ORGANISATION MODEL PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/2001 AND ANTI-CORRUPTION POLICY**

THE CERVED GROUP, IN CONDUCTING ITS BUSINESS AND IN MANAGING ITS RELATIONSHIPS, REFERS TO THE PRINCIPLES CONTAINED IN ITS CODE OF ETHICS, ANTI-CORRUPTION POLICY AND THE RELATED ZERO TOLERANCE PLAN FOR CORRUPTION, AS WELL AS THE ORGANISATIONAL MODEL IN ACCORDANCE WITH ITALIAN LEGISLATIVE DECREE 231/2001, WHICH CAN BE CONSULTED AT [www.cerved.com/modelli-ex-d-lgs-231-01-societa-del-gruppo/](http://www.cerved.com/modelli-ex-d-lgs-231-01-societa-del-gruppo/) AND AT [company.cerved.com/it/esg-sostenibilita](http://company.cerved.com/it/esg-sostenibilita)

CERVED ASKS THAT ITS COMMERCIAL PARTNERS RESPECT THE DOCUMENTS INDICATED ABOVE ALSO UNDERTAKING TO ADOPT THE NECESSARY MEASURES TO PREVENT ACTS OF CORRUPTION AND/OR REFER TO EQUIVALENT PRINCIPLES IN CONDUCTING THEIR OWN BUSINESS AND IN MANAGING RELATIONSHIPS WITH CERVED AND ITS THIRD PARTIES.

**15) CONFIDENTIALITY:** ANY INFORMATION OR DOCUMENT SENT OR

MADE AVAILABLE BY THE CLIENT TO THE CONTRACTOR MUST BE CONSIDERED STRICTLY PRIVATE AND CONFIDENTIAL AND MUST NOT BE DISCLOSED UNDER ANY CIRCUMSTANCES TO THIRD PARTIES. ANY DOCUMENT, REGARDLESS OF THE STORAGE MEDIA USED, MUST BE IMMEDIATELY RETURNED OR DESTROYED BY THE CONTRACTOR AT THE END OF THE CONTRACT.

**16) PRIVACY:** EACH PARTY UNDERTAKES TO COMPLY WITH

APPLICABLE REGULATIONS ON PERSONAL DATA PROCESSING. THE SUPPLIER DECLARES HAVING READ THE PRIVACY POLICY ON PERSONAL DATA PROCESSING CARRIED OUT BY THE CLIENT, AVAILABLE AT THE LINK <https://www.cerved.com/it/informativa-trattamento-dati-personali>. WHERE NECESSARY, THE SUPPLIER AGREES TO BE DESIGNATED DATA PROCESSOR BY MEANS OF A SPECIFIC AND SEPARATE AGREEMENT.

**17) APPLICABLE LAW AND JURISDICTION:** THESE GENERAL TERMS

ARE GOVERNED BY AND MUST BE INTERPRETED ACCORDING TO ITALIAN LAW. FOR ANY DISPUTE RELATING TO THE CONTRACT, THESE GENERAL TERMS, THEIR INTERPRETATION AND THEIR EXECUTION, THE PARTIES ACCEPT THE EXCLUSIVE JURISDICTION OF THE COURT OF MILAN