



HYDROSERVICE
engineering & systems

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS ANNEX NO. 1 TO THE PURCHASE ORDER

HYDROSERVICE S.p.A.

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Sede Legale: Via Torino, 2 - 20123 MILANO (MI) - Italy
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1. Objective of the General Terms and Conditions

- 1.1 Unless otherwise stated in the contract, the supply of goods (hereinafter referred to as “Goods”) to Hydroservice by the “Supplier” (hereinafter referred to as “Supplier”, “HYDROSERVICE”, and jointly ‘Parties’) is governed by these General Terms and Conditions, excluding the Supplier’s sales terms and conditions attached to its offer and/or offer confirmation and/or any document not included in the purchase order issued by HYDROSERVICE (hereinafter referred to as: Order).
- 1.2 The contract entered into by the Parties (hereinafter referred to as: Contract), which consists of the specific conditions laid down in it, the General Terms and Conditions (Annex 1) and any other annex specified in the Contract, such as technical specification, price lists, HYDROSERVICE Code of Ethics (available on the website www.hydroservice.it) etc., represents the complete and unique set of rights and obligations of the Parties. The contract replaces any other previous agreement, letter, negotiation, and offer referred to it, unless they have been integrated as a reference in the Contract, the provisions of which prevail over those of the General Terms and Conditions. The Supplier’s offer shall always be deemed the last in the order of precedence.

2. Offer of the Supplier

The offer of the Supplier shall be clear and complete and, unless otherwise required by HYDROSERVICE, shall be valid for 90 days from the date of issue.

3. Order and Order Confirmation

The Order shall be accepted by the Supplier by means of an order confirmation or by filling in and signing the Annex A twice (hereinafter referred to as: Confirmation) within 5 working days from the sending date. The Contract is concluded when HYDROSERVICE receives the Confirmation by the abovementioned time limits. Any amendment and its acceptance shall be made in writing and transmitted also by e-mail, provided that the issuing company and the signatory are clearly identifiable. The Supplier declares its acceptance of any usage of Collaborative Supply Chain tools by the Customer in order to manage the purchase orders.

4. Prices and Payment terms

- 4.1 The price of the Goods, VAT excluded, remains fixed and unchanged for the whole duration of the Contract. The Goods delivered will be invoiced according to what specified in the paragraph 4.2., and the payment of the relevant invoices shall be executed by HYDROSERVICE according to the payment terms specified in the Contract.
- 4.2 The invoices referred to the Goods sent to fornitori@hydroservice.it and not attached to the transport documents shall include the Order number for each invoiced Goods, the reference to the transport documents and the list of the Goods in the sequence in them specified, the payment terms indicated in the Contract, any Customs Code, and the country of origin of the goods.
- 4.3 The lack of one or more of these documents and/or the indication of wrong data will affect the regular payment of the invoices without any liability on the part of HYDROSERVICE.

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5. Delivery of the Goods and Relevant Documentation

- 5.1 The Parties agree that the compliance with the delivery date is a precondition and that this deadline is referred to the date of the delivery of the Goods to the customer or to the address it has specified, regardless of the return conditions indicated in the Order. Notwithstanding the provisions of Article 8, if only a part of the ordered quantity can be delivered within the delivery date, the supplier shall request the authorization for the partial dispatch.
- 5.2 The delivery of the Goods shall be accompanied by two copies of the transport documents showing the supplier's company name as well as the Order number, the drawing number/code, the description and quantity of the goods to be delivered, the date of dispatch, the number of packages dispatched and any other specific information required in the Order.
- 5.3 In case of specific requirements of HYDROSERVICE, HYDROSERVICE may ask for partial and/or advance deliveries and the supplier will make any reasonable effort to meet the customer's requirement without charging any additional cost.
- 5.4 Together with the Goods, the supplier shall deliver the applicable technical documentation, such as the user manual and the maintenance manual, the warranty certificate, the installation and assembly instructions, etc..
- 5.5 In case of differences between the quantities and/or weights and/or sizes declared by the supplier and those actually received by the customer, the customer's declaration will prevail.
- 5.6 If the Goods are delivered to places and/or subjects different from those specified, the goods shall be deemed as not delivered, without prejudice to any obligation and liability on the part of the supplier.
- 5.7 When the Goods are delivered to the customer or to the address specified in the contract, the ownership of the Goods is transferred to the customer.
- 5.8 If the purchased goods encompass one or more software programs, it is understood that the supplier grants a free usage license of the Goods to the customer, if the asset is internally used, and to the customer and its clients, in case of Goods to be included in products to be sold. Furthermore, the customer may make back-up copies of the software and, at its own expense, it may ask the supplier to change them.

6. Goods Acceptance

- 6.1 The supplier guarantees that the delivered Goods are:
- i. suitable for the agreed usage and free from defects that will compromise their usage;
 - ii. in compliance with the Italian and EU laws and that they are manufactured with advanced qualitative techniques and standards;
 - iii. in full compliance with the applicable qualitative specifications or standards and with any other contractual requirement.
- 6.2 The customer shall report any non-conformity within 30 (thirty) days. The complaint of hidden defects and malfunctions shall be notified to the supplier within a year from the delivery date. Defective goods shall be available to the supplier to be inspected for three working days; after this period, and unless otherwise specified in writing by the supplier, they will be return at the supplier's expense, provided that they are repaired and/or replaced within 7 working days from the return date.
- 6.3 Notwithstanding the customer's right to compensation for damages caused by such hidden

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defects, if the supplier clearly declares the impossibility to repair and/or replace the goods within the abovementioned period of 7 days, at its own discretion, the customer may repair or have them repaired, or purchase them elsewhere, and then charge any extra cost to the supplier, or it may terminate the contract pursuant to Article 16.

7. Penalty for Delayed Delivery

- 7.1 If the supplier delivers the Goods after the contractual delivery date, once the period of exemption of 3 working days added to the transport period is expired, HYDROSERVICE shall be entitled to charge the supplier with a penalty of 1% of the value of the late-delivered Goods for each day of delay up to 10% of the contract value, without prejudice to its right to compensation for any further damage. The payment will be executed after a specific invoice is issued by HYDROSERVICE.
- 7.2 If the delayed delivery net of the abovementioned period of exemption exceeds 20 working days and it is not due to force majeure according to Article 8, at its discretion, HYDROSERVICE may purchase the delayed Goods elsewhere by charging the supplier with the incurred extra costs, or it may terminate the contract according to Article 16.

8. Force majeure

- 8.1 The delayed delivery of the Goods due to national category strikes, fires, floods, earthquakes or any other force majeure event suffered by the supplier, notified in writing to HYDROSERVICE and seriously damaging the latter's business, represents a justified delay and allow the supplier to postpone the delivery date for a period of time not longer than the duration of the effects of such event. If those effects will last more than 4 weeks, HYDROSERVICE may terminate the contract with regard to the quantity of the Goods not delivered yet pursuant to Article 15.
- 8.2 If the force majeure event seriously damages HYDROSERVICE's business, HYDROSERVICE shall inform the supplier and, unless otherwise specified for the Goods delivery, each contractual delivery date will be postpone for a period of time not longer than the duration of the effects of such event. If such effects will last more than 4 weeks, HYDROSERVICE may terminate the contract with regard to the quantity of the Goods not delivered yet pursuant to Article 16.

9. Packaging

- 9.1 Goods shall be delivered in a commercial eco-friendly packaging suitable to preserve their integrity during the transport and handling.
- 9.2 Any case or package provided by HYDROSERVICE on free loan for use to package and transport the Goods remain its property and will be used only for the purpose for which they have been provided, and they shall be properly employed and stored in order to avoid damages and excessive wear.

10. Advertising

Any advertisement related to the contract issued by the Supplier shall be previously authorized by the customer, and it will be subject to the provisions on confidentiality under Article 14.

11. Third party's rights

With regard to the supplied Goods, the Supplier agrees not to infringe the intellectual propriety rights of third parties and to hold harmless HYDROSERVICE from and against any claim by owners or licensees of patents, licenses, drawings, models, trademarks or others related to the Goods.

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12. Goods Warranty

- 12.1 The supplier guarantees that the Goods delivered are free from defects in design and workmanship, and that they satisfy the requirements under Article 6. The whole warranty period of the Goods, including labour and spare parts, lasts 3 years from the delivery date.
- 12.2 Any defects detected during the warranty period shall be notified in writing to the supplier, and they will be managed according to the paragraphs 6.2 and 6.3.
- 12.3 The Supplier guarantees that the GOODS are reliable and able to keep unchanged their characteristics and/or performances for at least 10 (ten) years from the ACCEPTANCE date, as specified in the relevant TECHNICAL DOCUMENTATION. Furthermore, it guarantees that in case of equipment, systems and/or machinery, they will not show more than a failure per year, namely a defect that causes their production shutdown.
As this is a very important requirement for the CUSTOMER and/or for its clients, it is understood that:
- i. Each failure of the GOODS affecting the abovementioned reliability will be removed by the Supplier, under its own responsibility and expenses, within 7 (seven) working days from the notification date;
 - ii. If during the abovementioned decade two or more failures occur in the same year, or in case of decrease in the GOODS performances, beside the reparation of the GOODS, the CUSTOMER is entitled to be compensated by the SUPPLIER for the damaged suffered;
 - iii. If during the abovementioned decade more than four failures occur in the same year and/or a relevant decrease in the GOODS performances takes place, the SUPPLIER shall execute, besides the obligations under paragraph 12.4 ii. and under its own responsibility and expenses, a complete revision of the GOODS and/or shall replace them with goods perfectly working within 30 working days from the notification date.
- 12.4 The provisions in this article do not limit the SUPPLIER's liability if defects and/or the lack of reliability of the GOODS cause damages to people and/or properties owned by the CUSTOMER and/or by THIRD PARTIES.

13. Supply of Materials

Any case or package provided by HYDROSERVICE on free loan for use to package and transport the Goods remain its property and will be used only for the purpose for which they have been provided, and they shall be properly employed and stored in order to avoid damages and excessive wear.

14. Confidentiality and Personal Data Processing

- 14.1 Any confidential data and information (hereinafter referred to as "CONFIDENTIAL INFORMATION"), that HYDROSERVICE will make available to the supplier for the performance of the contract and of which the supplier will become aware during the contract period, shall not be disclosed to third parties, and they will be used by the supplier's employees responsible for

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the contract management exclusively to manage it. Such data and information will be returned to HYDROSERVICE at the end of the contract period, whatever the cause that generates it. The failure to comply with such obligation by the supplier and/or by one of its employees will allow HYDROSERVICE to terminate the contract under Article 16.

- 14.2 With regard to the data processing executed in connection with the performance of the contract, the Parties agree to comply with the Regulation no. 679/2016 and subsequent amendments and additions and with the relevant national law. In particular, all personal data exchanged between the Parties during the performance of the contract will be processed by each Party i. for the sole purposes specified in the contract and with regard to its performance; ii. in order to comply with the law in force and with the provisions of the Privacy Authority on personal data protection; iii. manually and/or automatically according to the principles of lawfulness and fairness and in order to protect the confidentiality and the rights of the data subjects in compliance with the proper data security and protection measures provided for by the abovementioned law.
- 14.3 The Parties agree that such data will be processed only for the period required for the specified purposes in compliance with the principle of minimization pursuant to Article 5.1.c) of the GDPR. If required, it will be retained for a following period in order to meet administrative and accounting/fiscal requirements, as well as for the period necessary to assert any right before a court of law.
- 14.4 The Parties mutually acknowledge the right of access and rectification as well as the right of data portability, if the processing is carried out by using electronic systems according to what provided for by Articles 15-22 of the abovementioned regulation.
- 14.5 The Supplier agrees to indemnify and hold harmless HYDROSERVICE from and against any liability that may result, or anyway related to infringements of the relevant regulations by the supplier itself, its employees or co-workers, i.e. third parties it has involved in the performance of the contract. If the supplier makes use of third parties located within the European Union or in non-EU Countries to perform this contract, these parties shall be necessarily authorized in writing by HYDROSERVICE and they shall ensure a proper protection level of the data processed according to what provided for by the applicable regulations and law.
- 14.6 The non-compliance and/or the infringement of the law on personal data processing will allow HYDROSERVICE to terminate the contract pursuant to Article 16.
- 14.7 Whereas the supplier has its own data controller for data processing, Hydroservice, as owner of the personal data processing, shall appoint the supplier as data controller pursuant to Article 28 of the Regulation (EU) no. 679/2016.

15. Withdrawal

- 15.1 During the validity period of the contract, the customer may withdraw from the contract, either in whole or in part, by sending a registered letter with acknowledgment of receipt or by means of a certified e-mail (PEC) when one or more of the following events occur:
- I. Delayed delivery of the Goods or serious damage to HYDROSERVICE business caused by the effects of the force majeure events that last more than 4 weeks according to Articles 8.1 and 8.2;
 - II. Sale or transfer of the supplier's company;
 - III. Clear insolvency of the supplier;
 - IV. Termination of a Contract concerning finished products incorporating the goods by an end client.
 - V. Existence or introduction of limitations to the import-export of the Goods by the competent authority of the supplier's country;

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- VI. Serious damage to the Customer's business caused by the effects of the force majeure events that last more than 4 weeks according to Article 8.2
- 15.2 Once the abovementioned registered letter or certified e-mail (PEC) is received, the supplier will immediately stop any activity related to the contract, and it will communicate to HYDROSERVICE the production progress of the goods within 3 days. Such progress will be analysed and verified by HYDROSERVICE, which will agree with the supplier what follows:
- I. Which Goods shall be completed and regularly paid;
 - II. The valorisation, the payment and the return or scrapping modalities of the work in progress;
 - III. The return modalities of CONFIDENTIAL INFORMATION and any other material received from HYDROSERVICE according to Article 14.
 - IV. The finished Goods quantity to be delivered (Security Stock together with any possible Goods already finished);
- 15.3 In no case and for no reason whatsoever shall the supplier have the right to any compensation for damages for the activities interrupted and/or not executed, following the exercise of the right of withdrawal by HYDROSERVICE.

16. Termination

- 16.1 During the validity period of the CONTRACT, HYDROSERVICE may terminate the CONTRACT, either in whole or in part, by sending a registered letter with acknowledge of receipt to the SUPPLIER if one or more of the events described in the paragraph 16.2 occur, to the extent that the SUPPLIER, if required in the written notification, will not be able to remedy within 15 (fifteen) days from the notification date.
- 16.2 Events or circumstances that allow HYDROSERVICE to terminate the CONTRACT are:
- I. Delay in the delivery of the Goods exceeding 20 working days, excluding the period of exemption according to Article 7.2;
 - II. Non-reparation and/or non-replacement of the Goods pursuant to Article 6.2;
 - III. Non-compliance with the third party's rights pursuant to Article 12;
 - IV. Non-compliance with the warranty obligations pursuant to Article 12;
 - V. Non-compliance with the confidentiality obligations pursuant to Article 14;
 - VI. Infringement of the law on personal data processing pursuant to Articles 14.1 et seq.;
 - VII. Non-authorized transfer of credit or of the CONTRACT pursuant to Article 18;
 - VIII. Serious non-fulfilment of any other CONTRACT obligation by the SUPPLIER.
- 16.3 Within 20 days from the receipt of the notification concerning the contract termination, the SUPPLIER shall return all CONFIDENTIAL INFORMATION under Article 14 and any material received by HYDROSERVICE to HYDROSERVICE pursuant to Article 13.
- 16.4 If HYDROSERVICE terminates the CONTRACT according to this Article, the SUPPLIER shall pay the damages suffered by HYDROSERVICE.

17. Information note concerning the Import-export Limitations

When a request for proposal is received, or anyway when the Confirmation is sent, the supplier shall inform HYDROSERVICE about any possible export limitation and re-export of the Goods that can be incorporated in the HYDROSERVICE final products, by providing any information useful to manage any import-export permission and/or license. The non-fulfilment of the abovementioned obligation will allow HYDROSERVICE to terminate the Contract according to Article 16.

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18. Transfer of the Contract and of the Credit

The Supplier may not transfer the credits resulting from the Contract nor the Contract itself. Therefore, any act contrary to this clause will be ineffective and the non-fulfilment of any of the abovementioned obligations will allow HYDROSERVICE to terminate the Contract according to Article 16.

19. Waiver

Any failure by HYDROSERVICE not to assert or exercise, at any time, any right, power, remedy or option under this Contract, shall not constitute a current or future general waiver of any further exercise of such rights, powers, remedies or options.

20. Articles surviving the Contract termination

The Parties agree that the provisions in the Articles 6. Goods Acceptance, 11. Third party's rights, 12. Goods Warranty, 14. Confidentiality and Personal Data Processing, 18, Transfer of the Contract and of the Credit, 21. Applicable Law, 22 Disputes and Jurisdiction will survive the termination and/or the transfer of the Contract for any reason, and that they will remain valid and effective for 4 years from the abovementioned termination date.

21. Applicable law

This Contract is governed by the Italian law, excluding the United Nations Convention on the International Sale of Goods dated 1980.

22. Disputes and Jurisdiction

Disputes arising under this Contract, or anyway related to it, shall be submitted to the exclusive Judicial Authority of the Jurisdiction of the Court of Busto Arsizio.

In the event of disputes between the Parties, the Supplier may not suspend, even in part, the performance of the Contract for the period required to solve them.

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23. Signing of the Contract

The Supplier declares that it accepts, in full and without reservations, these General Terms and Conditions for the Supply of Goods.

Date, Stamp and Supplier's signature

In particular, for the purposes and for the effects of Articles 1341 and 1342 of the Italian Civil Code, the Supplier specifically approves in writing the following conditions:

Article 6 Goods Acceptance; Article 7 Penalty for Delayed Delivery; Article 11 Third Party's Rights; Article 12 Goods Warranty; Article 14 Confidentiality and Personal Data Processing; Article 15 Withdrawal; Article 16 Termination; Article 18 Transfer of the Contract and of the Credit; Article 21 Applicable law; Article 22 Disputes and Jurisdiction.

Stamp and Supplier's Signature

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Annex A

(on letterhead paper of the Supplier)

Acceptance form of the Contract no. [REDACTED] dated [REDACTED]

We accept, in full and without reservations, this Contract ruled by the specific terms and conditions specified therein and by the following Annexes: Annex 1 General Terms and Conditions for the Supply of Goods.

Date and Signature of the person representing the Supplier with the indication of his/her role in the company

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Furthermore, for the purposes and for the effects of Articles 1341 and 1342 of the Italian Civil Code, I declare to expressly accept the provisions in:

- The Contract:
- The following Articles of the General Terms and Conditions for the Supply of Goods:

Article 6 Goods Acceptance; Article 7 Penalty for Delayed Delivery; Article 11 Third Party's Rights; Article 12 Goods Warranty; Article 14 Confidentiality and Personal Data Processing; Article 15 Withdrawal; Article 16 Termination; Article 18 Transfer of the Contract and of the Credit; Article 21 Applicable law; Article 22 Disputes and Jurisdiction.

Date and Signature of the person representing the Contractor with the indication of his/her role in the company

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