

These General Conditions of Purchase (the “GCP”) form an integral part of the Contract, as defined in Art. 1, and govern the relations between the Buyer and the Supplier concerning the supply of Products and/or the performance of Services, including contracts for works, regardless of the legal qualification of the underlying relationship. Capitalised terms have the meaning attributed to them in Art. 1, including when used in the remainder of the text or in the Annexes. Any general or particular conditions of the Supplier are expressly excluded and shall not apply, unless previously accepted in writing by the Buyer. In the event of conflict, the hierarchy set out in Art. 2.8 shall apply.

In the case of ongoing relationships, these GCP shall apply to all subsequent Orders issued by the Buyer, without the need for further reference, unless otherwise agreed in writing.

Art. 1 – Definitions

For the purposes of the correct interpretation of these GCP, the following definitions shall apply:

- a) “**TÜV Rheinland Group Company in Italy**” or “**Buyer**” means the TÜV Rheinland Group Company in Italy indicated in the Order, and in particular:
 - TÜV Rheinland Italia S.r.l. a socio unico, with registered office at Via Enrico Mattei 3, 20005 Pogliano Milanese (MI), Tax Code and VAT No. 12184570153;
 - ICARO S.r.l. a socio unico, with registered office at Piazza Duomo 1, 52044 Cortona (AR), Tax Code and VAT No. 01155020512;
 - HON Consulting S.r.l. a socio unico, with registered office at Via Lepanto 23, 59100 Prato (PO), VAT No. 02203700972,as the sole contracting party vis-à-vis the Supplier for the Order issued.
- b) “**Supplier**”: the person, whether natural or legal, who accepts the Order or who performs the supply of Products and/or Services.
- c) “**Order**”: the document issued by the Buyer containing the description of the Products and/or Services requested, the price, delivery terms and any other applicable conditions.
- d) “**Products**”: goods, components, materials, equipment, devices, software or other items that are the subject of the supply.
- e) “**Services**”: professional activities, consultancy, technical services or other activities that are the subject of the Contract.
- f) “**Documentation**”: any technical or administrative document relating to the performance of the Contract, including, by way of example, manuals, certifications, reports, deliverables, declarations of conformity and minutes.
- g) “**Parties**”: the Buyer and the Supplier jointly.
- h) “**Contract**”: the set of documents governing the relationship between the Parties in relation to a single Order, consisting of these GCP, the Order and any particular conditions contained therein, the Annexes and any amendment or supplement expressly accepted in writing by the Buyer.
- i) “**Annexes**”: the documents annexed to these GCP, including Annex 1 – Supplier Registration Form and Annex 2 – Data Processing Agreement, as well as any further annex expressly referred to in the Order or in these GCP, which form an integral part thereof.

Art. 2 – Conclusion of the Contract, Suspension, Amendment and Document Hierarchy

- 2.1 The Order is issued by the Buyer in writing, signed by authorised persons in accordance with internal procedures, and may be transmitted by e-mail or dedicated IT systems.
- 2.2 The Order shall be deemed accepted by the Supplier if, within 10 (ten) working days of receipt, no written refusal is received; performance, even partial, shall in any event constitute full acceptance.
- 2.3 Any amendment or supplement proposed by the Supplier shall not be binding on the Buyer unless accepted in writing by the latter.
- 2.4 The Buyer reserves the right to modify the delivery or performance dates within 10 (ten) working days from the issuance of the Contract.
- 2.5 The Supplier shall complete and sign Annex 1 – Supplier Registration Form and promptly communicate any change in the data indicated therein.
- 2.6 The Buyer may at any time, by written notice, request the total or partial suspension of the performance of the Contract, with effect from the date indicated or, in the absence thereof, from receipt of the notice. The Supplier shall immediately suspend the activities concerned and take the necessary measures for the preservation and custody of the parts already performed. Delivery terms shall be extended for a period equal to the duration of the suspension up to 90 (ninety) days. Beyond

such term, the Supplier shall be entitled exclusively to reimbursement of reasonable and documented expenses incurred for the preservation of the parts already performed, to the exclusion of any further indemnity, compensation or loss of profit.

The Supplier shall resume performance upon request of the Buyer, taking all reasonable measures to reduce the effects on delivery times, and may under no circumstances suspend performance without prior written authorisation of the Buyer.

2.7 Where the Buyer intends to modify the subject matter, specifications or terms of the supply during performance, it shall transmit to the Supplier a written request for modification. The Supplier shall provide within 5 (five) working days an assessment of the impact on timing and costs. The modification shall be binding only upon written acceptance by the Buyer. In the absence of such acceptance, the Supplier shall perform the supply in accordance with the original terms. The Supplier may not make modifications to the supply without prior written authorisation of the Buyer.

2.8 In the event of conflict or discrepancy between the documents comprising the Contract, the following shall prevail, in order: (i) the Order and its annexes and any particular conditions contained therein; (ii) the technical Documentation specifically referred to; (iii) the Annexes; (iv) these GCP.

Art. 3 – Prices, Invoicing and Payments

3.1 The prices indicated in the Order are fixed, firm and binding and are deemed inclusive of all costs necessary for the performance of the supply, including by way of example transport, packaging, insurance, travel, overheads and any other charges, unless otherwise indicated in the Order. Arts. 1660 and 1664 of the Italian Civil Code are expressly derogated, as well as, where applicable, Arts. 1467 and 1468 of the Italian Civil Code.

3.2 The Supplier shall issue an invoice only upon delivery of the Products or acceptance of the Services pursuant to Art. 6. Each invoice must indicate: (i) Purchase Order or Contract number; (ii) delivery reference (i.e., DDT or equivalent document) or service acceptance document pursuant to Art. 6; (iii) IBAN and BIC bank details; (iv) payment terms and due date; (v) issuer's contact details. Invoices not complying with the requirements of this article shall not be payable and shall not trigger the payment terms.

3.3 Payment shall be made by bank transfer within 60 (sixty) days from end-of-month invoice date, unless a different term is indicated in the Order, subject to conformity and proper performance. Payment does not constitute acceptance of the Products or Services.

3.4 Where circumstances indicate that the Supplier is unable to meet its imminent obligations, the Buyer may suspend payments until the Supplier demonstrates its ability to perform. During the suspension, the Supplier may not suspend performance of its own obligations.

3.5 The Buyer may deduct by way of set-off – upon prior written notice – any sum owed by the Supplier, including penalties and the sums referred to in paragraph 9.3-bis, pursuant to art. 1243 of the Italian Civil Code.

3.6 The assignment or delegation to third parties of the Supplier's receivables, in whole or in part, is prohibited without prior written consent of the Buyer.

Art. 4 – Delivery Terms and Penalty for Delay

4.1 The delivery or completion terms indicated in the Order are essential pursuant to art. 1457 of the Italian Civil Code. The Supplier shall immediately inform the Buyer in writing of any event that may cause delays, as soon as it becomes aware thereof.

4.2 In the event of delay attributable to the Supplier, the Buyer may apply a penalty equal to 2.5% (two point five percent) of the value of the delayed supply for each week of delay, up to a maximum of 5% (five percent) of the same value. Reaching such threshold does not limit the Buyer's right to termination and compensation for greater damages. Alternatively, the Buyer may arrange, directly or through third parties, for the supply not rendered, charging the Supplier all documented costs incurred.

Art. 5 – Delivery, Transfer of Risk and Labelling

5.1 The Supplier shall deliver the Products and related Documentation, or perform the Services, at the place, within the terms and in the manner indicated in the Order. Each delivery of Products must be accompanied by a DDT (transport document) bearing at least the Order reference, description and quantity of Products, number of packages and, where applicable, batch and serial number. Manuals,

test reports, declarations of conformity, certificates of origin and any other required Documentation must be delivered simultaneously.

5.2 Early or partial deliveries are not permitted without prior written authorisation of the Buyer. In the event of early delivery by more than 10 (ten) days from the agreed term, the Buyer may refuse delivery and return the Products at the Supplier's expense and risk.

5.3 The risk of loss or damage to the Products shall remain with the Supplier until acceptance, express or tacit, pursuant to Art. 6. Signing the DDT does not constitute acceptance of the Products nor waiver of the right to contest defects, faults or non-conformities.

5.4 Products must be uniquely identified by means of labelling or other agreed method, suitable to ensure traceability.

Art. 6 – Acceptance

6.1 The conformity verification shall be completed within 15 (fifteen) working days from the complete delivery of the Products, together with all required Documentation, or from completion of the Services, unless a different term is indicated in the Order. Upon expiry of such term without written notice of non-conformity, the Products or Services shall be deemed accepted limited to non-hidden defects and faults detectable with ordinary diligence; the Buyer's rights regarding hidden defects shall remain unaffected, within the terms and in the manner provided in Art. 9.3. This paragraph shall apply subject to paragraphs 6.5 and 6.6.

6.2 In the event of dispute, the burden of proving conformity shall lie with the Supplier.

6.3 In the event of non-conformity or incompleteness, the Buyer may, at its discretion and without additional formalities:

- reject the Products or Services and request their replacement or repetition;
- request repair or correction at the Supplier's care and expense;
- obtain a price reduction proportional to the defect;
- terminate the Order in whole or in part pursuant to Art. 21;
- entrust remedial activities to third parties at the Supplier's expense and risk;
- charge the Supplier €400.00 for each Product lacking the required inspection or conformity certificate, or the greater costs incurred, in addition to compensation for any further damages.

6.4 The right to compensation for greater damages and the application of the penalties referred to in Art. 4 shall remain unaffected. The Buyer may also reject delivered Products and stocks from previous batches, as well as cancel subsequent delivery schedules, in the event of non-conformity.

6.5 The supply shall be deemed complete only upon full delivery of the Products and/or performance of the Services together with all required Documentation; failing this, the supply shall be deemed incomplete and not accepted and the verification period referred to in paragraph 6.1 shall not commence.

6.6 In the case of mixed supplies, acceptance of Products or individual phases does not imply acceptance of the entire supply. By way of derogation from paragraph 6.1, tacit acceptance shall not apply in such cases: unless otherwise agreed in writing, the supply shall be deemed completed and accepted only upon the positive outcome of the final integrated testing, subject to written acceptance by the Buyer and delivery of the required Documentation.

Art. 7 – Liability

7.1 The Supplier is liable for the exact performance of the Contract and the conformity of Products, Services and Documentation with the contractual and legal requirements. The Supplier is released from liability exclusively in the cases and within the limits set out in Art. 8.

7.2 To the maximum extent permitted by applicable law, the Buyer shall not be liable to the Supplier for indirect or consequential damages, loss of profit, loss of goodwill or reputational damages, regardless of the cause or foreseeability of the event.

Art. 8 – Force Majeure

Force majeure means an unforeseeable event, beyond the Supplier's control and unrelated to its activity, which makes conforming performance physically impossible. Sanctions, embargoes and governmental measures that make performance objectively impossible also constitute force majeure, if they arise after the conclusion of the Contract. Restrictive or sanctions measures in force or foreseeable at the date of conclusion of the Contract do not constitute force majeure.

The Supplier shall notify the occurrence of the event within 48 (forty-eight) hours, indicating its nature, scope, expected duration and

mitigation measures adopted. In the absence of timely notification, the Supplier may not invoke force majeure.

Where the supply does not resume normally within 15 (fifteen) days from the interruption, the Buyer may terminate the Order with immediate effect.

The Buyer may suspend receipt and payment of Products and/or Services, without obligation to compensate, in the event of force majeure events affecting its own activities, giving written notice to the Supplier within 48 (forty-eight) hours.

Art. 9 – Warranties

9.1 The Supplier warrants that the Products, Services and Documentation:

- conform to the Order, technical specifications, applicable standards and best industry practice;
- are free from defects, faults and non-conformities, including in design, manufacture or performance;
- are free from encumbrances, liens and third-party rights;
- for Products, are made of new and never-used materials, unless otherwise agreed in writing.

9.2 The Supplier further represents and warrants that it possesses the skills, licences, qualifications and authorisations necessary for the performance of the Contract and that neither it, nor its potential subcontractors, is subject to restrictive measures, embargo or sanctions under applicable law, and undertakes to carry out activities in compliance with applicable requirements of independence, impartiality, professional diligence and absence of conflicts of interest, promptly informing the Buyer of any circumstance, including potential ones, that may compromise them.

9.3 Unless more favourable conditions are indicated in the Order, the Supplier warrants the Products and works for a period of 36 (thirty-six) months from delivery or, where testing or acceptance is provided for under Art. 6, from the date of positive outcome of acceptance. Notice of defects, faults or non-conformities shall be timely if made within 90 (ninety) days from discovery. This warranty is contractual in nature and is in addition to, without replacing, the rights and remedies available to the Buyer under law — including Arts. 1490 ff., 1667 ff. and 1669 of the Italian Civil Code — which shall remain unaffected as a minimum level of protection. The application of the good functioning warranty under art. 1512 of the Italian Civil Code is excluded, unless otherwise agreed in writing.

9.4 In the event of replacement, repair or modification, a new warranty period of equal duration shall commence from the new date of acceptance. The remedies referred to in Art. 6 shall remain applicable in any event.

9.5 Any modification to the Products, Services, Documentation or related processes that may affect quality, conformity, safety, performance or traceability must be authorised in advance in writing by the Buyer.

9.6 The Supplier shall ensure compliance with applicable customs, export control and dual-use regulations, providing all necessary documentation and indemnifying the Buyer against any consequences arising from violations. Non-compliance constitutes a material breach pursuant to Art. 21.

9.7 For contracts with a value equal to or exceeding €200,000.00, or upon specific indication in the Order, the Buyer may require the Supplier to provide an autonomous, unconditional and irrevocable bank guarantee, issued by a leading credit institution, equal to 5% (five percent) of the gross value of the Contract, to cover the warranty obligations for the entire period referred to in Art. 9.3. The guarantee shall cover remedial costs, damages and any payment restitutions, including interest.

Art. 9-bis – Social Security, Tax Compliance and Labour Documentation

9.1-bis Where the Supplier is a company, sole proprietorship or other entity employing its own personnel or collaborators in the performance of the Services, the Supplier warrants, for the entire duration of the Contract, its compliance with social security, pension, insurance and tax obligations, as well as the correct fulfilment of remuneration obligations towards its personnel.

Prior to the commencement of the supply, the Supplier shall transmit to the Buyer:

- a) updated Chamber of Commerce extract, not older than 6 months;
- b) valid DURC (Certificate of Social Security Compliance);
- c) self-declaration attesting remuneration, social security, pension, insurance and tax compliance;

d) where required by applicable law or by the Buyer in light of the nature of the relationship, anti-mafia documentation pursuant to Legislative Decree 159/2011;

e) any further documentation reasonably requested in relation to the nature of the supply.

For supplies consisting of contracts for works or services, particularly if labour-intensive or performed, even partially, at the Buyer's premises, the Supplier shall also transmit the documentation necessary to enable the Buyer to carry out the verifications connected to legal obligations and any applicable joint liability profiles. In such cases, unless otherwise provided by law or specifically requested by the Buyer, the Supplier shall transmit on a quarterly basis a valid DURC and, upon the Buyer's request, extracts from the Single Employment Register limited to personnel employed in the performance of the Contract, in compliance with applicable data protection legislation.

The remaining documentation shall be provided upon the Buyer's request, where reasonably necessary in relation to the nature of the supply, the value of the Contract, the manner of performance or applicable law. The Buyer's right to request at any time the documentation referred to in this article shall remain unaffected, where necessary to comply with legal obligations, carry out compliance verifications or prevent joint liability profiles.

Where the Contract value is equal to or exceeding euro 200,000.00 and the conditions under art. 17-bis of Legislative Decree 241/1997 are met, the Supplier shall also transmit to the Buyer the documentation required by applicable law, including, where applicable, F24 payment delegations relating to withholdings for personnel employed in the performance of the Contract, a valid DURF and any further documentation required by applicable regulations, within the timeframes provided therein.

9.2-bis In the event of failure to transmit the documentation required under this article, the Buyer may suspend, in whole or in part, payments accrued or accruing until compliance, without this constituting a breach by the Buyer or giving the Supplier the right to suspend its own performance or accrue default interest, without prejudice to mandatory applicable legislation.

9.3-bis Where the Buyer is called upon to respond, including on a joint and several basis, pursuant to art. 29 of Legislative Decree 276/2003, art. 17-bis of Legislative Decree 241/1997 or other applicable law, for remuneration, social security, pension, insurance or tax debts of the Supplier, the Buyer shall have the right to full recourse against the Supplier for all sums paid, plus legal interest from the date of payment, as well as for any cost, charge, penalty, expense or damage incurred. The Buyer may withhold such amounts by way of set-off pursuant to Art. 3.

9.4-bis The Supplier shall ensure timely payment of remuneration within the terms of the applicable national collective bargaining agreement, shall indemnify and hold harmless the Buyer from any claim, dispute, cost, penalty, damage or liability connected to violations in labour, social security, mandatory insurance or tax matters, and shall promptly inform the Buyer of any dispute, inspection, assessment or proceeding that may have repercussions on the performance of the Contract or on the Buyer's liability. Breach of the obligations under this article shall constitute grounds for termination pursuant to Art. 21, without prejudice to the Buyer's right to full compensation for damages.

Art. 9-ter – Occupational Health and Safety

The Supplier shall adopt all necessary measures for the prevention of accidents and the safeguarding of personnel safety, in compliance with Legislative Decree 81/2008 and subsequent amendments. Any accident or incident involving its personnel shall be formally reported to the Buyer by the end of the calendar day of occurrence, indicating circumstances and causes; the Supplier shall keep the Buyer informed of developments in any investigations or inquiries.

Art. 10 – Intellectual Property

10.1 All intellectual and industrial property rights, as well as economic exploitation rights, in the results, works, deliverables, documents, reports, analyses, drawings, software, know-how, inventions, methods, processes and any other material created or developed by the Supplier in the performance of the Contract are assigned to the Buyer at the time of their creation, on an exclusive, irrevocable, transferable, sublicensable basis and without territorial, temporal or use limitations, being fully remunerated by the Contract consideration.

10.2 The Buyer may use, modify, adapt, reproduce, distribute, publish, integrate, assign, license or sublicense and otherwise exploit such results, including partially, in combination with other materials or in the context of subsequent projects, directly or through TÜV Rheinland Group Companies, clients, partners or appointed third parties, without the need for further consent of the Supplier or additional fees. Such rights shall remain effective also after termination of the Contract.

10.3 Any pre-existing rights, software, tools, methods, know-how or materials of the Supplier shall remain its property; to the extent they are incorporated in or necessary for the use of the results provided, the Supplier grants the Buyer an irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable licence for the use and exploitation of the Contract results.

10.4 The Supplier warrants that the Products, Services, Documentation and results do not infringe third-party intellectual or industrial property rights and indemnifies the Buyer and the TÜV Rheinland Group Companies from any claim, cost, damage or expense, including legal fees, arising from actual or alleged infringements. In the event of claims, the Supplier shall, at its own expense, obtain the necessary rights, modify or replace what was supplied, without prejudice to the Buyer's right to compensation for damages.

10.5 Where Products, Services or results incorporate software, open-source components or third-party elements, the Supplier shall inform the Buyer in advance in writing, indicating licences, restrictions, disclosure obligations, costs and any other relevant conditions. The Supplier may not use the Buyer's name, trademarks or logos without prior written consent.

Art. 11 – Insurance and Indemnity

The Supplier shall take out and maintain for the entire duration of the Contract a civil liability, professional liability and product liability insurance policy with a leading insurance company, suitable to cover the financial consequences of its liability in relation to the Order in compliance with the Buyer's policies and any limits indicated in the Order. A copy of the policy and renewal certificates shall be provided upon request.

The Supplier shall indemnify and hold harmless the Buyer, its directors, employees and collaborators from any claim for direct and indirect damages and from any other claim connected to the performance of the Contract, including personal injuries, property damage, as well as from any liability arising from the Supplier's failure to comply with its obligations as employer, including those under Art. 9-bis.

The Supplier further undertakes to ensure that the policies provide for a waiver of subrogation against the Buyer and the TÜV Rheinland Group Companies in Italy.

Art. 12 – Confidentiality

12.1 For the purposes of these GCP, "Confidential Information" means all information, of any nature and on any medium, made available to the Supplier or otherwise learned in connection with the Contract, including by way of example technical, commercial, organisational, financial information, documentation, deliverables, know-how and trade secrets of the Buyer or its clients and/or partners. Such information shall be considered confidential even if not expressly marked, where reasonably qualifying as such based on its nature or context.

12.2 The Supplier undertakes to: (i) use Confidential Information exclusively for the performance of the Contract; (ii) not disclose or make it accessible to third parties, except to the extent strictly necessary and to persons bound by equivalent confidentiality obligations; (iii) adopt adequate technical and organisational measures to ensure its security and prevent unauthorised access or use; (iv) not use it, even indirectly, for its own benefit or for the benefit of third parties, nor reuse content or works incorporating it.

12.3 Confidentiality obligations shall remain in force for 5 (five) years from termination of the Contract and, in any event, as long as the information retains its confidential nature under applicable law.

Upon termination of the Contract or upon request of the Buyer, the Supplier shall return or destroy without delay all Confidential Information, except to the extent necessary for legal obligations.

12.4 The Supplier shall inform the Buyer without delay and in any event within 24 (twenty-four) hours of any unauthorised access or incident relating to Confidential Information and shall cooperate to limit its effects. Where the event is of an IT nature, the notification regime set out in Art. 16 shall apply and prevail over this article. Where the

Supplier is required by law to disclose Confidential Information, it shall give prior notice to the Buyer, where permitted, limiting disclosure to the strictly necessary.

12.5 Violation of this article constitutes a material breach and cause for immediate termination pursuant to Art. 21, without prejudice to the right to full compensation for damages.

Art. 13 – Prohibition on Subcontracting and Assignment of the Contract

The Supplier may not subcontract, assign or otherwise entrust to third parties, in whole or in part, the performance of the Contract, nor assign or transfer the rights and obligations arising therefrom, without the prior written consent of the Buyer. Even where authorised, the Supplier remains fully liable for the exact performance of all obligations under the Order, including for acts of subcontractors or appointed third parties, and undertakes to ensure that they assume in writing obligations at least equivalent to those provided for in these GCP.

The Buyer is expressly authorised to assign or transfer, in whole or in part, the Order, the related contractual relationship and/or the receivables arising therefrom to companies within its group or to third parties, including in the context of corporate transactions, reorganisations or transfers of business or business units.

Art. 14 – Supplier's Independence and Absence of Representation or Subordination

The Supplier performs the Order in full organisational, managerial and economic independence, with its own organisation of means and personnel and at its own risk, without any link of subordination, quasi-subordination or integration into the Buyer's corporate organisation.

The Supplier's personnel, even when operating at the Buyer's premises or sites, remain under the exclusive employment, direction and responsibility of the Supplier, which is responsible for their coordination, supervision, remuneration and all social security, insurance, tax and legal obligations. Any instructions provided by the Buyer relate exclusively to contractual coordination, expected results and requirements of safety, site access, compliance and adherence to company policies, and cannot be interpreted as exercise of directive, disciplinary or organisational power.

The Supplier has no power to represent the Buyer or to assume obligations, make declarations, formulate offers or bind the Buyer in any way towards third parties, unless prior power of attorney or written authorisation is granted.

Art. 15 – Data Protection

15.1 The Parties process the personal data of their respective representatives, employees and collaborators in compliance with Regulation (EU) 2016/679 ("GDPR") and applicable national legislation, exclusively for purposes connected to the negotiation, conclusion and performance of the Contract and related legal obligations, pursuant to Article 6(1)(b) and (c) of the GDPR. Each Party acts as an independent data controller.

15.2 The Supplier declares that it has received, read and understood the Buyer's privacy notice available at www.tuv.com.

15.3 Where the Supplier must process personal data on behalf of the Buyer, it shall be appointed as Data Processor pursuant to Article 28 GDPR through the signing of Annex 2 ("Data Processing Agreement"), which forms an integral part of these GCP.

Art. 16 – Cybersecurity and Information Security

16.1 The Supplier shall adopt and maintain for the entire duration of the Contract adequate technical and organisational IT security measures, suitable to ensure confidentiality, integrity, availability and resilience of the systems, data and infrastructure used in the performance of the supply, in compliance with applicable legislation, including NIS2 (Directive (EU) 2022/2555), the related Legislative Decree 138/2024 and any further provisions that may come into force.

16.2 The Supplier shall notify the Buyer without delay and in any event within 24 (twenty-four) hours of discovery of any IT security incident, critical vulnerability or unauthorised access that may affect the performance of the Contract or the security of the Buyer's systems or data, indicating the systems involved, the containment measures adopted and the remediation plan. Such notification shall absorb the obligation under Art. 12 when the two events coincide.

16.3 Upon request of the Buyer, the Supplier shall provide documentary evidence of the measures adopted and shall cooperate in IT security verifications or audits, including those extended to sub-suppliers having access to the Buyer's systems or data.

16.4 Violation of this article constitutes a material breach pursuant to Art. 21, without prejudice to the right to full compensation for damages, including incident management costs and penalties imposed by competent authorities for failures attributable to the Supplier.

Art. 17 – Compliance, Ethics, Anti-Corruption and Legislative Decree 231/2001

17.1 The Supplier declares that it has read and fully accepts the TÜV Rheinland Group Code of Ethics, the Global Anti-Corruption Policy, the Compliance, Integrity and Sustainability policies published at www.tuv.com and the Supplier Code of Conduct published at Corporate Procurement | WO | TÜV Rheinland, compliance with which constitutes an essential condition of this Contract pursuant to art. 1455 of the Italian Civil Code, and undertakes to comply with their contents for the entire duration of the Contract, extending such obligation to its employees, collaborators and authorised subcontractors pursuant to art. 2049 of the Italian Civil Code.

17.2 The Supplier undertakes to prevent the commission of predicate offences under Legislative Decree 231/2001, adopting organisational safeguards appropriate to its risk profile, refraining from conduct relevant under the same decree and cooperating, upon request, with information and compliance declarations. The Supplier shall promptly inform the Buyer in writing of inspections, proceedings or investigations connected, even indirectly, to the performance of the Contract.

17.3 Where the Buyer is HON Consulting S.r.l., the Supplier further declares that it has read the Organisation, Management and Control Model pursuant to Legislative Decree 231/2001 adopted by HON Consulting S.r.l. and undertakes to comply with its principles relevant to the performance of the Contract.

17.4 The Supplier is strictly prohibited from offering, promising, accepting or receiving, directly or indirectly, money, gifts or any other undue advantage to or from any person, public or private, for the purpose of obtaining or maintaining a contract or commercial advantage. Facilitation payments are prohibited in any form. The Supplier shall promptly communicate to the Buyer any conflict of interest, actual or potential, relating to the performance of the Contract.

17.5 The Supplier shall comply with applicable legislation on international sanctions, embargo, export control and dual-use products, with reference to the laws of the European Union, the United States of America and the United Kingdom. In the event of impediments arising from such legislation, it shall promptly inform the Buyer in writing, and shall be fully liable for damages caused by violations attributable to it, holding the Buyer harmless from any claim, penalty or cost arising therefrom.

17.6 The Supplier shall report to the Buyer, including through available reporting channels, any relevant violation of these provisions and shall produce upon request the documentation necessary to prove compliance. For the extension of the obligations under this article to subcontractors, Art. 13 shall apply. Non-compliance with any of the obligations under this article constitutes a material breach and cause for termination pursuant to Art. 21, without prejudice to the right to full compensation for damages.

Art. 18 – Sustainability and Supply Chain Due Diligence

18.1 The Supplier undertakes to comply with applicable legislation on environmental protection, human rights and working conditions, including along its own supply chain, including, where applicable, provisions on supply chain due diligence.

18.2 The Supplier warrants that, within its own organisation and supply chain, there are no occurrences of, inter alia, forced or child labour, significant violations of environmental legislation or corrupt or otherwise unlawful conduct, and shall adopt reasonable measures to extend such obligations to its sub-suppliers and subcontractors pursuant to Art. 13.

18.3 Upon request of the Buyer, the Supplier shall provide information suitable to verify compliance and shall promptly inform of any relevant violations.

18.4 Violation of this article constitutes a material breach pursuant to Art. 21.

Art. 19 – Artificial Intelligence

19.1 Where the Supplier intends to use artificial intelligence systems within the meaning of Regulation (EU) 2024/1689 ("AI Act") in the performance of the Contract, it must inform the Buyer in advance in writing, including by e-mail.

19.2 The use of data, documents, Confidential Information or other materials provided by the Buyer, the TÜV Rheinland Group Companies or their clients for the purpose of training, retraining, improving or developing artificial intelligence systems is prohibited, unless prior written authorisation is obtained from the Buyer.

19.3 The Supplier warrants that the use of artificial intelligence systems shall take place in compliance with applicable legislation, in a secure IT environment, and that neither the Supplier nor third parties shall acquire rights over the data, materials, know-how, intellectual property rights, Confidential Information or other elements of the Buyer used as input.

19.4 The Supplier warrants that outputs generated by means of artificial intelligence systems do not infringe third-party rights, applicable laws or regulations, and that the Buyer shall become the exclusive owner of the related results or, at a minimum, obtain the contractual use rights provided for in Art. 10.

19.5 The Supplier shall document in electronically readable format the parts of the performance generated by artificial intelligence systems and shall provide such documentation to the Buyer upon request.

19.6 In the event of violation of this article, the Supplier shall indemnify and hold harmless the Buyer and the TÜV Rheinland Group Companies from any claim, damage, cost, loss, penalty or expense arising from such violation, without prejudice to the Buyer's right to terminate the Contract pursuant to Art. 21 and to obtain full compensation for damages.

Art. 20 – Audit

The Buyer, or a third party appointed by it, has the right to access the Supplier's registered and operational offices, upon written request with 3 (three) working days' notice, for the purpose of verifying compliance with the obligations arising from the Contract. The right of audit may also be exercised after the termination of the contractual relationship. Where breaches are identified, the Buyer may charge the Supplier the documented audit costs and terminate the relationship pursuant to Art. 21.

Art. 21 – Termination

21.1 The Buyer may terminate the Contract pursuant to art. 1456 of the Italian Civil Code, with immediate effect from receipt of communication by certified e-mail (PEC) or registered letter with return receipt, upon the occurrence of even one of the following events:

- a) delay in delivery or performance attributable to the Supplier;
- b) non-conformity of Products or Services such as to compromise the reliability of the supply;
- c) dissolution, winding-up or cessation of the Supplier's activity;
- d) de facto insolvency, subjection to protests, seizures, attachments or insolvency proceedings;
- e) conviction of the legal representative for crimes relating to business management that affect the Supplier's reliability;
- f) conviction of the Supplier for violation of data protection legislation or unfair commercial practices;
- g) violation of the confidentiality obligations under Art. 12;
- h) violation of the provisions on ethics, anti-corruption and Legislative Decree 231/2001 under Art. 17;
- i) unauthorised or non-compliant use of artificial intelligence systems under Art. 19;
- j) violation of the data protection provisions under Annex 2;
- k) failure to deliver mandatory documentation within the terms under Arts. 5 and 6;
- l) entry into force of legal provisions or administrative measures that render the Order unenforceable;
- m) breach of the obligations under Art. 9-bis;
- n) violation of the cybersecurity provisions under Art. 16;
- o) violation of the sustainability and supply chain due diligence obligations under Art. 18.

21.2 Without prejudice to any further legal remedy, termination shall not affect the right to full compensation for damages.

Art. 22 – Withdrawal

The Buyer has the right to withdraw from the Contract, in whole or in part, at any time and regardless of the state of performance of the supply, by written notice by certified e-mail (PEC) or registered letter with return receipt with at least 15 (fifteen) days' notice.

Following withdrawal, the Supplier shall immediately suspend performance of the part not yet performed and shall adopt the measures referred to in Art. 2 for the preservation and custody of the parts already completed. The Buyer shall communicate the manner

and dates for delivery of the parts already performed, which the Supplier shall deliver in the state and at the places where they are located on the effective date of withdrawal.

The Supplier shall be entitled exclusively to the consideration proportional to the part of the supply effectively performed and acceptable as of the effective date of withdrawal. Indemnities, loss of profit or further claims for the part not performed are excluded.

Art. 23 – Miscellaneous Provisions

23.1 The possible nullity, invalidity or unenforceability, in whole or in part, of one or more provisions of the Contract shall not affect the validity and enforceability of the remaining provisions.

23.2 The failure or delay by the Buyer in exercising a right, power or remedy, as well as any tolerance of a breach by the Supplier, shall not constitute a waiver thereof nor a tacit modification of the contractual relationship.

23.3 The Contract constitutes the entire agreement between the Parties in relation to the Order to which it refers and supersedes any prior agreement or undertaking, written or oral, having the same subject matter.

23.4 Any amendment, supplement, derogation or waiver of the Contract shall be valid only if made in writing and signed by persons with the necessary powers on behalf of the Buyer.

23.5 Communications between the Parties shall be made in writing to the addresses indicated in the Order or subsequently communicated in writing, by certified e-mail (PEC), registered letter with return receipt or courier with proof of delivery, unless otherwise provided.

23.6 The provisions of the Contract that by their nature are intended to produce effects beyond the termination of the relationship shall remain effective thereafter.

Art. 24 – Governing Law and Jurisdiction

The Contract is governed by Italian law and any dispute shall be subject to the exclusive jurisdiction of the Court of Milan. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, 11 April 1980) is expressly excluded.

Place and date: _____

The Buyer _____

The Supplier _____

Pursuant to and for the purposes of Arts. 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has carefully read and specifically approves the following provisions: Art. 2 – Conclusion of the Contract, Suspension, Amendment and Document Hierarchy; Art. 3 – Prices, Invoicing and Payments; Art. 4 – Delivery Terms and Penalty for Delay; Art. 5 – Delivery, Transfer of Risk and Labelling; Art. 6 – Acceptance; Art. 7 – Liability; Art. 8 – Force Majeure; Art. 9 – Warranties; Art. 9-bis – Social Security, Tax Compliance and Labour Documentation; Art. 9-ter – Occupational Health and Safety; Art. 10 – Intellectual Property; Art. 11 – Insurance and Indemnity; Art. 12 – Confidentiality; Art. 13 – Prohibition on Subcontracting and Assignment of the Contract; Art. 14 – Supplier's Independence and Absence of Representation or Subordination; Art. 16 – Cybersecurity and Information Security; Art. 17 – Compliance, Ethics, Anti-Corruption and Legislative Decree 231/2001; Art. 19 – Artificial Intelligence; Art. 20 – Audit; Art. 21 – Termination; Art. 22 – Withdrawal; Art. 23 – Miscellaneous Provisions; Art. 24 – Governing Law and Jurisdiction.

Place and date: _____

The Supplier _____