

These General Terms and Conditions of Contract (the “**Terms**”), together with the Offer and the relevant annexes, govern the contractual relationship concerning the Services provided by the Offeror to the Client.

Terms indicated with an initial capital letter shall have the meaning attributed to them in Article 1 (“**Definitions**”), even if used elsewhere in these Terms. Any special terms and conditions relating to specific types of activities (including accredited activities) (the “**Special Conditions**”), where attached to or referred to in the Offer, shall apply in addition to these Terms. In the case of ongoing relationships, unless otherwise agreed in writing, these Terms shall also apply to subsequent Offers/orders accepted by the Client, without the need for a further reference. Any general or special terms and conditions of the Client are expressly excluded and shall not apply, even in the absence of an express rejection, unless previously accepted in writing by the Offeror.

Article 1 – Definitions

For the purposes of the proper interpretation of these Terms, the following definitions shall apply:

- a) “**TÜV Rheinland Group Companies in Italy**” or “**TÜV Rheinland Italy**” means, jointly or severally, TÜV Rheinland Italia S.r.l., Icaro S.r.l. and HON Consulting S.r.l., as indicated in the Offer.
- b) “**Offeror**” means exclusively the TÜV Rheinland Group company in Italy issuing the Offer to the Client, as indicated therein, and in particular:
- TÜV Rheinland Italia S.r.l., a sole shareholder company, having its registered office at Via Enrico Mattei 3, 20005 Pogliano Milanese (MI), Italy, VAT and tax code No. 12184570153; or
 - ICARO S.r.l., a sole shareholder company, having its registered office at Piazza Duomo 1, 52044 Cortona (AR), Italy, VAT and tax code No. 01155020512; or
 - HON Consulting S.r.l., a sole shareholder company, having its registered office at Via Lepanto 23, 59100 Prato (PO), Italy, VAT No. 02203700972,
- which shall be the sole contractual party towards the Client.
- c) “**Client**” means the entity that accepts the Offer or signs the Contract.
- d) “**Contract**” means the set of obligations arising from these Terms, the Offer and the Annexes accepted by the Client.
- e) “**Annexes**” means the documents attached to and/or referred to in the Offer and/or in these Terms, including the technical annexes applicable pursuant to the Applicable Regulations.
- f) “**Special Conditions**” means any special conditions applicable to specific types of activities (including accredited activities), attached to and/or referred to in the Offer.
- g) “**Services**” means all activities, services, tests, inspections, conformity assessments or other professional activities set out in the Offer and governed by the Contract.
- h) “**Fees**” means the remuneration payable for the performance of the Services by the Offeror.
- i) “**Reports**” means written reports, assessments, laboratory results, analyses, calculations, estimates, observations and any other document prepared or collected by the Offeror in the performance of the Services.
- l) “**Applicable Regulations**” means the regulations applicable to the performance of the Services, including national and international laws, technical standards, guidelines or regulations issued by competent authorities or standard-setting bodies.
- m) “**Parties**” means, jointly, the Offeror and the Client.

Article 2 – Formation of the Contract & Hierarchy of Documents

1. The Contract shall be deemed concluded between the Parties exclusively:

- a) upon receipt by the Offeror of the Offer, these Terms and the Annexes duly signed by the Client for full acceptance, without amendments, additions, reservations or conditions, together with the documentation and information requested in the Offer and in the Annexes, provided that the Client has submitted them within the essential term of thirty (30) days from receipt of the Offer; and, solely and exclusively:
- b) provided that the documentation and information submitted by the Client comply with what is required in the Offer and in the Annexes. Failing such compliance, the Contract shall not be deemed concluded. Where, in the absence of the Contract being concluded pursuant to the above, the Offeror nevertheless proceeds - at the request of or with the consent of the Client, including by conclusive conduct - to perform the

Services, the contractual relationship shall be governed exclusively by the Offer and these Terms. Any general or special terms and conditions of the Client shall be deemed rejected and shall have no effect whatsoever, unless expressly accepted in writing by the Offeror.

2. Where the information and documentation referred to in the preceding paragraph do not comply, the Client - only upon the Offeror's request - may submit compliant documentation within thirty (30) days from receipt of such request, failing which the Contract shall not be concluded. The time limits set out in the preceding paragraphs are expressly agreed as essential terms pursuant to Article 1457 of the Italian Civil Code.

3. The Contract consists of the following documents which, in the event of conflict, shall prevail in the following order:

- (i) any agreements, amendments or specific arrangements subsequent to the Offer, agreed in writing and signed by both Parties;
- (ii) the Offer issued by the Offeror;
- (iii) the Special Conditions and the technical Annexes, where applicable;
- (iv) these Terms.

In the event of interpretative doubt, each clause shall be interpreted in good faith and, as far as reasonably possible, in a manner that ensures its validity and effectiveness, taking into account the overall contractual balance of the Parties.

Article 3 – Performance of the Services, scope and technical responsibility

1. The Services shall be performed by the Offeror with autonomy, independence and impartiality with respect to the Client's interests and in accordance with the applicable regulations, as well as with the technical criteria, procedures and test and/or assessment methodologies in force at the time the Contract is concluded, unless otherwise agreed in writing by the Parties.
2. Unless expressly provided for in the Contract or in the Annexes, the Services do not include consultancy activities aimed at influencing, guaranteeing or facilitating a positive outcome of testing, inspection, conformity assessment, certification or other activities subject to independence, impartiality and conflict-of-interest requirements under the Applicable Regulations and the rules of the accreditation bodies. It is expressly agreed that this prohibition applies exclusively to those Services for which such independence requirements apply and does not prevent the Offeror or other TÜV Rheinland Group companies from carrying out consultancy, advisory or technical-organisational support activities where permitted by the Applicable Regulations, provided that such activities are separate, autonomous and not capable of compromising the independence, impartiality and objectivity of conformity assessment activities.
3. The performance of the Services constitutes an obligation of means and not of result and does not imply any guarantee of a positive outcome of tests, inspections or conformity assessments, nor any obligation for the Offeror to issue certifications, attestations or declarations of conformity, except as expressly required by the Applicable Regulations or by the Contract.
4. Where the Services must be repeated due to negative test results, changes made to products, plants, processes or documentation provided by the Client, or for any other cause not attributable to the Offeror, the Client shall pay the additional costs, fees and expenses in accordance with Article 5.
5. Reports, certificates and, in general, the results of the Services shall not be deemed final and may not be used by the Client unless and until formally approved in writing by the Offeror, where required by the Applicable Regulations.
6. Where, after the execution of the Contract, changes occur to the Applicable Regulations, technical standards or mandatory requirements applicable to the Services, the Offeror shall be entitled to an additional fee proportionate to the activities required to adapt the performance of the Services, subject to written notice to the Client indicating the estimated technical impacts and, where possible, timing and costs.
7. The technical scope of the Services shall be set out in the Offer, the Annexes and - where applicable - in the Special Conditions for Accredited Activities, which supplement and prevail over these Terms.
8. In performing the Services, the Offeror may use Artificial Intelligence tools or systems (“AI”), including decision-support or generative systems, in compliance with applicable laws and regulations, including Regulation (EU) 2024/1689 (the “AI Act”).

Article 4 – Client's cooperation obligations

1. The Client undertakes, at its own cost and expense, to perform all cooperation activities necessary to enable the proper performance of the Services, including, by way of example and without limitation, the provision of information, documentation, technical data, samples, access to premises and equipment, as well as any other activity indicated in the Offer, in the Annexes or required by the applicable regulations.
2. The Client warrants that all information, documents, data, statements and samples provided to the Offeror are true, complete, up to date, clear and reliable, and assumes full responsibility for any omissions, inaccuracies or incompleteness.
3. The Client warrants that files, software, digital media and connected devices supplied to the Offeror are free from viruses, malware or harmful elements to the Offeror's IT systems. The Offeror shall not be liable for data loss, unauthorized access or damage to the Client's IT systems arising from interconnection with the Offeror's equipment necessary for the performance of the Services, except in cases of wilful misconduct or gross negligence.
4. Where the Services are performed at the Client's premises (or at third-party sites made available by the Client), the Client shall ensure safety conditions in compliance with Legislative Decree no. 81/2008, providing the Offeror's personnel with all information on specific risks, prevention and emergency measures, and making available any required PPE. The Client remains in any event solely responsible for the management, operation, supervision and safety of the plants and equipment concerned by the Services.
5. Where the Client participates in activities at the Offeror's premises, it warrants that its personnel are properly trained, informed and instructed and are equipped with the required PPE, having previously reviewed and accepted the risk information made available by the Offeror.
6. The Client shall promptly inform the Offeror in writing of any involvement in judicial, administrative or inspection proceedings relating to product safety, conformity or liability which are connected, even indirectly, with the Services.
7. Any breach, including partial or late performance, of the obligations under this Article entitles the Offeror to:
 - a) suspend the performance of the Services;
 - b) claim full reimbursement of any additional costs incurred, including any downtime costs, under-utilization of technical resources, repeated or ineffective activities, as well as - where applicable - documented costs for handling, storage, disposal or destruction of uncollected or unsuitable samples;
 - c) make the resumption of the Services conditional upon full rectification of the relevant breach.
8. The Client shall fully indemnify and hold harmless the Offeror from any liability, cost, sanction, loss or expense arising from:
 - a) omissions, delays, inaccuracies or breaches of the obligations set out in this Article;
 - b) acts or omissions of the Client, its employees, agents, contractors or third parties engaged by it;
 - c) non-conformity of plants, equipment, facilities or samples made available to the Offeror;
 - d) improper use of the Offeror's trademarks, logos, Reports or certificates.
9. The Offeror's right to terminate the Contract pursuant to Article 11 remains unaffected

Article 5 – Costs, Fees and Payment Terms

1. The costs and fees for the Services shall be those set out in the Contract.
2. The costs and fees for Services performed, by agreement of the Parties, during specific time slots or on specific days shall be increased as follows:
 - a) +25% for Services performed between 6:00 p.m. and 8:00 p.m. on working days;
 - b) +50% for Services performed between 8:00 p.m. and 8:00 a.m. on working days, as well as between 8:00 a.m. and 6:00 p.m. on days preceding public holidays;
 - c) +100% for Services performed between 8:00 a.m. and 6:00 p.m. on public holidays.
3. The hourly rates of the appointed technical staff shall apply for each hour or fraction of an hour used.
4. The following shall also be due: (a) costs relating to the disposal of samples, where requested or required; and (b) any other amounts provided for under the Contract.

5. Payment shall be made within thirty (30) days from the date of issuance of the relevant invoice, unless a different term is indicated in the Offer. The Offeror shall not be required to detail in the invoice individual cost items already indicated in the Offer.
6. Any processing materials (e.g., samples, materials, components, prototypes or other goods) provided by the Client for the performance of the Services shall be collected within the term indicated in the Offer or, failing that, within ten (10) days from the Offeror's notice, that the activities have been completed.
7. Should such term elapse without collection, the Offeror may, at its sole discretion, store, return or dispose of the materials, charging the Client:
 - a) documented disposal or return costs;
 - b) storage costs equal to **€10.00/sqm/day**, in addition to handling/management costs up to a maximum further **5%**.
8. The Offeror shall not assume any liability for the preservation, integrity, deterioration or loss of samples not collected within the above time limits, as such items must be removed by the Client.
9. The Client expressly waives any right to dispute the amount of any invoice that has not been disputed in writing to the Offeror, by registered letter with return receipt or by certified e-mail ("PEC"), within seven (7) days from receipt of the relevant invoice.
10. Late payment interest shall accrue on any overdue amount pursuant to Italian Legislative Decree no. 231/2002, from the due date until payment in full.
11. Any set-off by the Client between its own receivables and the amounts due to the Offeror is excluded, unless the Offeror has given its prior written consent.
12. The Client undertakes to comply with its payment obligations without being entitled to suspend or delay payment of fees, costs and reimbursements due, even in the event of disputes, objections or claims relating to the Services, without prejudice to Article 8.3. It is understood that any dispute may only be raised after full payment of all sums due.
13. Pursuant to Article 1252 of the Italian Civil Code, the Client expressly agrees that the Offeror may set off, by simple written notice, any credit it has against the Client against any debt owed by the Offeror to the Client, without prejudice to the exercise of any other right or remedy available to the Offeror under the law or the Contract.

Article 6 – Right to use the TÜV Rheinland trademark and logo

1. Where, pursuant to the Contract, the Client is granted the right to use the TÜV Rheinland trademark and logo, such right shall in no case entail:
 - a) the right to assign or license the use of the TÜV Rheinland trademark and logo;
 - b) the right to exclusive use of the TÜV Rheinland trademark and logo;
 - c) the right to make any modification to the TÜV Rheinland trademark and logo.
2. The right to use the TÜV Rheinland trademark and logo shall in any case be deemed revoked:
 - a) upon expiry of the validity period of the certificate in respect of which it was granted;
 - b) where the Client fails to promptly inform the Offeror of any significant change to the requirements set out in the Applicable Regulations which may result in the revocation and/or suspension of the validity of the certificate in respect of which such right was granted;
 - c) where the surveillance audits or assessments required for the renewal or maintenance of the validity of the relevant certificate have not been performed or have produced a negative outcome;
 - d) upon termination of the Contract for any reason whatsoever.
3. In all cases of revocation of the right to use the TÜV Rheinland trademark and logo referred to in paragraph 2 above, the Client shall immediately return to the Offeror any reproduction, specimen and reproduction tool of the TÜV Rheinland trademark and logo in its possession.
4. The TÜV Rheinland trademark and logo shall be exclusively those supplied by the Offeror or those reproduced by the Client solely by using the specimens and reproduction tools supplied by the Offeror.

Article 7 – Intellectual Property

1. All copyrights and co-authorship rights and economic exploitation rights, as well as all related intellectual property rights in and to expert reports, test results, calculations, drawings, models, Reports and, in general, any other activity performed by the Offeror in the performance of the Contract (including any work products and materials created by the Offeror) shall be and remain the exclusive property of the Offeror.

2. The Client may use the expert reports, test results, calculations, drawings, models, trademarks, logos and the results of any other activity performed by the Offeror in the performance of the Contract solely and exclusively within the scope, limits and purposes of the Contract, and any licence or assignment, including any implied licence or assignment, other than as expressly provided for in the Contract, is hereby excluded.
3. The Client shall promptly notify the Offeror of any fact or act, whether attributable to the Client itself or to third parties, of which it becomes aware and which may constitute an actual or potential infringement of the Offeror's rights referred to in paragraph 1 above, as well as of any claim, complaint or cease-and-desist notice received from third parties concerning such rights.
4. The Client undertakes to refrain from using, even indirectly, the trademarks, logos, distinctive signs or any reference to the involvement of the Offeror for advertising, promotional or commercial purposes, unless previously agreed in writing by the Offeror and in compliance with the Applicable Regulations and with the conditions applicable to accredited activities.

Article 8 – Claims relating to the Services

1. Any claim by the Client concerning the performance of the Services shall be notified to the Offeror by registered letter with return receipt or by certified e-mail ("PEC") no later than **ninety (90) days** from the performance of the Services to which the claim relates.
2. Failure to comply with the formalities and the time limit set out in paragraph 1 above shall result in the Client's express waiver of the relevant claim.
3. In any event, no claim referred to in the preceding paragraphs may be asserted, including in judicial proceedings or by way of defence, unless and until the fees and costs relating to the relevant Services, as well as the corresponding expenses and advances, have been fully paid.

Article 9 – Exclusions of liability, indemnities and waivers

1. The Offeror shall not be liable for any loss or damage suffered by the Client arising from any change in the Applicable Regulations governing the performance of the Services occurring either after or during their performance.
2. The Offeror shall not be liable for any loss or damage suffered by the Client arising from any statement of the Offeror that has not been made in writing and signed by the person specifically designated by the Offeror as responsible for the performance of the Services.
3. The Offeror shall not be liable for any loss or damage suffered by the Client arising from any failure to meet any deadline applicable to the performance of the Services, except in cases of wilful misconduct or gross negligence of the Offeror.
4. The Offeror shall not be liable for any loss or damage suffered by the Client, its employees, agents, contractors or any third parties engaged by the Client or made available to the Offeror, arising from:
 - a) the failure, delay or incorrect delivery by the Client and/or its appointed persons of information and documentation, as well as from the lack of quality, in whole or in part, of the samples, required under the Offer or the Annexes;
 - b) defects or faults of plants, equipment or any other items under the custody of the Client or made available by the Client to the Offeror;
 - c) acts or omissions of the Client, its employees, agents, contractors or third parties engaged by the Client or made available to the Offeror;
 - d) improper use of the Reports and certificates issued by the Offeror by the Client, its employees, agents, contractors or third-party representatives.
5. The Client shall indemnify, hold harmless and defend the Offeror from and against any loss, damage, liability, cost or expense arising from:
 - a) the failure, delay or incorrect delivery of the information and documentation required from the Client, as well as from the lack of quality, in whole or in part, of the samples, required under the Offer or the Annexes;
 - b) defects and/or faults of plants, equipment or any other items under the custody of the Client or made available by the Client to the Offeror;
 - c) acts or omissions of the Client, its employees, agents, contractors or third parties engaged by the Client or made available to the Offeror;
 - d) improper use of the Reports and certificates issued by the Offeror by the Client, its employees, agents, contractors or third-party representatives;
 - e) any claim, including by third parties or accreditation bodies, arising from acts or omissions of the Client or from the Client's breach of the Applicable Regulations.

6. The Client expressly waives any right of action against the Offeror which the Client, as an insured party, may be entitled to bring against the insurer under any insurance policy taken out by the Offeror for the benefit of the Client, as well as any action relating to the same claims covered under such policy for any amount exceeding the limits set out in paragraph 7 below.
7. The Client expressly waives any claim against the Contractor in respect of any amount exceeding the liability limits set out below, without prejudice to the provisions of Clause 8 below: (i) in the case of a fixed-price contract, three (3) times the value of the Contract; (ii) in the case of contracts for recurring services on an annual basis, the value of the annual fixed fee; (iii) in the case of contracts priced on the basis of man-days or number of items, EUR 20,000; (iv) in the case of framework agreements providing for the issuance of individual purchase orders, three (3) times the value of the individual purchase order in connection with which the damage occurred.
8. Without prejudice to Clause 7 above, the total aggregate liability of the Contractor – for any reason whatsoever and on any legal basis, whether in contract or in tort – shall in any event not exceed the lower of: (i) ten (10) times the value of the Contract; and (ii) EUR 2.500.000,00 (two million five hundred thousand).
9. Except in cases of wilful misconduct or gross negligence, the Contractor shall in no event be liable for any indirect, non-material or consequential damages, including, by way of example, loss of profit, loss of opportunity, business interruption, plant shutdown, third-party penalties and punitive damages.

Article 10 – Withdrawal, partial cancellation and rescheduling of the Service

1.1 The Client may withdraw from the Contract by giving written notice to the Offeror by certified e-mail ("PEC").

1.2 In the event of withdrawal:

- (i) where withdrawal occurs before the Offeror has notified the Client of the operational scheduling of the Services, the Client shall pay a contractual penalty equal to 20% of the fees for the Services, and in any case not less than EUR 300,00 (three hundred);
- (ii) where withdrawal occurs after the Offeror has notified the Client of the scheduling of the Services, the following contractual penalties shall apply, calculated on the fees for the Services:
 - a) more than thirty (30) days' prior notice before the scheduled start date of the Services: 25%;
 - b) between thirty (30) and sixteen (16) days: 30%;
 - c) between fifteen (15) and five (5) days: 40%;
 - d) less than five (5) days: 50%.

2.1 Where, due to the nature of the Services, the Services are technically and economically severable, the Client may request the partial cancellation of the Services covered by the Contract, to the extent such cancellation is practically feasible, subject to the following contractual penalties, calculated on the value of the cancelled Services:

- (i) where partial cancellation occurs before the Offeror has notified the Client of the operational scheduling of the Services, a penalty equal to 20% shall apply;
- (ii) where partial cancellation occurs after the Offeror has notified the Client of the operational scheduling of the Services, the following penalties shall apply:
 - a) more than thirty (30) days' prior notice before the scheduled start date: 25%;
 - b) between thirty (30) and sixteen (16) days: 30%;
 - c) between fifteen (15) and five (5) days: 40%;
 - d) less than five (5) days: 50%.

3.1 Any rescheduling of the dates or deadlines for the performance of the Services requested by the Client and already scheduled by the Offeror shall be permitted only subject to the availability of the Offeror's technical, professional and logistical resources and shall not constitute an automatic right of the Client.

3.2 Where rescheduling is requested by the Client and accepted by the Offeror, the following contractual penalties shall apply, as compensation for organizational costs and reallocation of resources, calculated on the fees for the rescheduled Services:

- a) more than thirty (30) days' prior notice before the scheduled start date of the Services: no penalty;
- b) between thirty (30) and sixteen (16) days: 10%;
- c) between fifteen (15) and five (5) days: 20%;
- d) between four (4) and three (3) days: 30%;
- e) less than three (3) days: 50%.

4.1 In all cases of withdrawal, cancellation or rescheduling, the Client shall remain fully liable for all costs, expenses and advances already incurred or committed by the Offeror as at the date of receipt of the relevant notice (including, by way of example, non-refundable travel costs, specific materials and third-party penalties). The Offeror shall provide appropriate supporting documentation for such amounts.

4.2 The contractual penalties provided for in this Article shall be payable as liquidated damages pursuant to Article 1382 of the Italian Civil Code, without the need for any formal notice of default and without the Offeror being required to prove the actual damage suffered.

4.3 Payment of the contractual penalties shall not prejudice the Offeror's right to claim compensation for any greater damage actually suffered.

4.4 Notices of withdrawal, cancellation or rescheduling shall be sent by certified e-mail ("PEC") or by registered letter with return receipt and shall become effective on the date of receipt by the Offeror.

4.5 The contractual penalties shall be paid within fifteen (15) days from receipt of the relevant request from the Offeror.

Article 11 – Termination, Withdrawal, Cessation or Suspension of the Offeror's performance of the Services

1. The Offeror shall be expressly entitled to terminate the Contract at any time and without prior notice, by simple written notice pursuant to Article 1456 of the Italian Civil Code, if the Client:

- a) fails to pay even one of the amounts due to the Offeror by the relevant contractual due date;
- b) breaches any of the obligations set out in Article 4 (Client's cooperation obligations);
- c) breaches any of the obligations set out in Article 6 (Right to use the TÜV Rheinland trademark and logo);
- d) breaches any of the obligations set out in Article 7 (Copyright and intellectual property rights);
- e) breaches any of the obligations set out in Article 12 (Confidentiality);
- f) breaches any of the obligations set out in Article 20 (Privacy);
- g) breaches any of the obligations set out in Article 26 (Compliance, Code of Ethics and Human Rights).

2. In any event, the Offeror shall be expressly entitled to suspend the performance of the Services and, in particular, the issuance of any certificate or Report, in the event of any breach by the Client of any obligation, even in part, arising under the Contract and/or where the Client is subject to judicial liquidation, compulsory administrative liquidation, composition with creditors, debt restructuring agreement or any other insolvency or crisis procedure provided for under Legislative Decree no. 14/2019, as amended and supplemented, without prejudice to the Client's obligation to pay all amounts due to the Offeror and to the Client's express waiver of any claim or action in connection with the exercise of such right of suspension.

3. By way of derogation from Article 1373 of the Italian Civil Code, the Offeror shall be entitled to withdraw from the Contract:

- a) within fifteen (15) days from the conclusion of the Contract, by written notice to the Client;
- b) at any time, where circumstances arise that are capable of compromising, or even only reasonably jeopardizing, the independence, impartiality or objectivity of the Offeror, or in the event of situations that may result in a breach of the requirements imposed by the accreditation bodies or the competent authorities. In such cases, the Client shall pay the fees accrued for the Services already performed, as well as the costs and expenses incurred and not recoverable. No compensation, penalty or damages shall be payable by the Offeror as a result of the exercise of this right of withdrawal.

4. Where the Offeror suspends or ceases, for any reason whatsoever, the provision of the service covered by the Contract (including, by way of example, suspension, withdrawal, limitation or renunciation of accreditations and/or notifications, or other technical or regulatory impediments not attributable to the Offeror), the Offeror shall promptly notify the Client in writing.

In such circumstances, the Offeror shall take all measures reasonably necessary to facilitate the technical and documentary transition to another suitable body or entity and may submit alternative operational or assistance proposals to the Client, including through other TÜV Rheinland Group companies.

The Client shall remain free to accept or reject such proposals, without this giving rise to any additional obligation or liability on the part of the Offeror.

With effect from the date on which the suspension or cessation of the service becomes effective:

a) the ongoing contractual relationships shall be automatically terminated by operation of law, limited to the Services not yet performed;

b) the fees accrued for the Services already performed shall remain due;

c) any amounts paid in advance for Services that can no longer be performed shall be reimbursed, net of documented expenses and costs already incurred by the Offeror and not reasonably recoverable.

This provision shall apply regardless of the causes of the suspension or cessation of the service and shall not be construed as a contractual breach by the Offeror, nor shall it give rise to any claim for damages, compensation or penalties, except in cases of wilful misconduct or gross negligence.

Article 12 – Confidentiality

1. Each Party (the "Receiving Party") shall treat as confidential all technical, commercial and organizational information of the other Party (the "Disclosing Party") received in connection with the Contract (the "Confidential Information") and shall use such Confidential Information solely for the performance of the Contract.

2. Confidential Information shall not include information that:

- (a) is in the public domain through no fault of the Receiving Party;
- (b) was already known to the Receiving Party;
- (c) was lawfully obtained from third parties;
- (d) was independently developed;
- (e) is required to be disclosed by law, by order of a competent authority or by accreditation bodies or supervisory authorities;
- (f) is necessary for accreditation or recognition procedures.

2. The Receiving Party may disclose Confidential Information to its employees, consultants, subcontractors and Group companies on a need-to-know basis, provided that they are bound by confidentiality obligations equivalent to those set out herein.

The Confidential Information shall remain the property of the Disclosing Party. Upon request, the Receiving Party shall return or destroy such information, except for:

- (i) copies retained as evidence of proper performance and for documentation purposes;
- (ii) copies contained in automatically generated backup systems;
- (iii) retention required by law, authorities or accreditation bodies.

4. The confidentiality obligation shall remain in force for two (2) years following termination of the Contract, without prejudice to the continued protection of trade secrets for as long as they remain such.

5. Any breach of the confidentiality obligations set out in this Article shall constitute a material breach pursuant to Article 1456 of the Italian Civil Code and shall entitle the Offeror to terminate the Contract with immediate effect, without prejudice to its right to claim further damages.

Article 13 – Term of the Contract

The Contract shall take effect as from the date of its conclusion and shall remain in force for the entire period required for the performance of the Services.

Article 14 – Assignment

The Client may not assign, directly or indirectly, the Contract or any of the obligations arising therefrom without the prior written consent of the Offeror.

The Client is also prohibited from assigning, even partially, any receivables arising against the Offeror under this Contract without the prior written consent of the Offeror.

It is understood that the Offeror may freely assign or transfer this Contract, in whole or in part, to companies belonging to its Group or to third parties capable of ensuring the proper performance of the Contract, without requiring the Client's consent.

Article 15 – Entire Agreement and Amendments

1. The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement between them.

2. Without prejudice to Article 25, any amendment to the Contract shall have no effect unless expressly agreed in writing by the Parties.

3. The Contract is drawn up in the Italian language. In the event of any discrepancy with any translation, the Italian version shall prevail.

Article 16 – Severability

1. The nullity, voidability, ineffectiveness or invalidity, in whole or in part, of one or more obligations under the Contract shall not affect the validity, effectiveness or enforceability of the remaining provisions.

2. Any provision of the Contract that is or becomes null, void, ineffective or invalid, in whole or in part, shall be replaced or supplemented, to the extent necessary, by provisions which, in accordance with the rules of contractual interpretation, best reflect the original intent of the Parties and preserve the validity of the Contract.

Article 17 – Waiver of breaches

Any conduct of the Offeror, including by way of tolerance, shall not be deemed to constitute an implied or express waiver of any breach by the Client, in whole or in part, of any obligation under the Contract. Any express waiver by the Offeror of a breach by the Client of any obligation under the Contract shall not be construed as a waiver of any other breach.

Article 18 – Notices

All notices between the Parties shall be deemed valid and effective only if sent to the Parties' certified electronic mail (PEC) addresses indicated in the Contract or, failing that, to their registered offices or to any other address duly notified by one Party to the other, by registered letter with return receipt or by certified electronic mail (PEC), and shall take effect as from the date of receipt.

Article 19 – Governing law and exclusive jurisdiction

The Parties agree that the Contract shall be governed by Italian law and expressly agree that any dispute arising out of or in connection with the performance or interpretation of the Contract shall be subject to the exclusive jurisdiction of the Court of Milan.

Article 20 – Privacy

1. The Offeror and the Client shall process the personal data of their respective representatives, employees and/or contractors in compliance with Regulation (EU) 2016/679 ("GDPR") and the applicable national data protection legislation, including Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018 (the "Italian Privacy Code"), and solely for purposes connected with the negotiation, execution and performance of the Contract, as well as for the fulfilment of the related legal obligations, pursuant to Article 6(1)(b) and (c) of the GDPR.
2. Each Party shall act as an independent data controller.
3. The Parties mutually declare that they have received and understood the other Party's privacy notice in accordance with Articles 13 and 14 of the GDPR. The Offeror's privacy notice, in its capacity as data controller, is also available on the institutional website of the TÜV Rheinland Group company acting as Offeror under the Contract (www.tuv.com, privacy section).
- 3-bis. In relation to the processing activities referred to in this Article, carried out by the Offeror acting as an independent data controller, data subjects may exercise their rights pursuant to Articles 15-22 of the GDPR by sending a request to the privacy contact e-mail address of the TÜV Rheinland Group company in Italy acting as the Offeror under the relevant contractual relationship, as indicated below:
 - for TÜV Rheinland Italia S.r.l.: privacy@it.tuv.com;
 - for ICARO S.r.l.: privacy@icarocortona.it;
 - for HON Consulting S.r.l.: h-on.privacy@tuv.com.
- 3-ter. The personal data processed by the Offeror shall be retained for the period strictly necessary to pursue the purposes referred to in this Article and, in any case, in accordance with the information set out in the Offeror's privacy notice.
- 3-quer. Data subjects shall in any event retain the right to lodge a complaint with the Italian Data Protection Authority (Garante per la protezione dei dati personali) pursuant to Article 77 of the GDPR.
4. For the purposes set out above, each Party – in its capacity as an independent data controller – represents and warrants that:
 - I. it shall process the personal data disclosed by the other Party in compliance with the principles of lawfulness, fairness, transparency, data minimization and security set out in the GDPR and in the applicable legislation;
 - II. it has implemented and shall maintain up-to-date appropriate technical and organizational measures pursuant to Article 32 of the GDPR and shall ensure adequate training of authorized personnel;
 - III. it shall provide data subjects, under its own responsibility, with the information notice required under Articles 13 or 14 of the GDPR;
 - IV. it shall ensure that data subjects are able to exercise the rights provided for under Articles 15 to 22 of the GDPR;
 - V. it has an appropriate legal basis pursuant to Article 6 of the GDPR for disclosing to the other Party the personal data of its representatives,

employees and contractors necessary for the conclusion and performance of the Contract.

5. Where, in connection with the Services under the Contract, one Party is required to process personal data on behalf of the other Party, the processing Party shall be appointed in advance as a data processor pursuant to Article 28 of Regulation (EU) 2016/679, by means of a specific data processing agreement prepared by the Party acting as data controller, and solely on the basis of documented instructions of the relevant data controller. In the absence of such formal appointment, neither Party shall be authorized to process personal data on behalf of the other Party.

Article 21 – Non-solicitation

1. For the entire duration of the Contract and for a period of twelve (12) months following its termination, the Client undertakes not to hire, nor attempt to hire, directly or indirectly, nor to solicit the termination of the employment or collaboration relationship of, any employee, contractor or consultant of the Offeror who has taken part, in any capacity, in the performance of the Services under the Contract, nor to cause or allow the same to occur through any intermediary or affiliated entity.
2. In the event of a breach of this undertaking, the Client shall pay the Offeror, by way of a contractual penalty pursuant to Article 1382 of the Italian Civil Code, an amount equal to one hundred per cent (100%) of the total value of the Contract, with a minimum of EUR 50.000,00 (fifty thousand) for each breach, without prejudice to the Offeror's right to claim compensation for any greater damage.

Article 22 – Subcontracting

The Offeror shall be entitled to engage subcontractors or external collaborators for the performance of the Services, without prejudice to its responsibility towards the Client for the proper performance of the Contract.

Article 23 – Privity of contract and independence

1. This Contract shall produce effects exclusively between the Offeror and the Client.
2. No third party, including, without limitation, the Client's customers, suppliers, affiliates or related companies, shall be entitled to assert any right, claim or action of any kind arising out of or in connection with the Contract, nor to bring any action against the Offeror for performance, breach or damages.
3. The Contract does not constitute and shall not be construed as creating any mandate, agency, representation, partnership, association or joint venture relationship. The Offeror acts as an independent contractor.
4. The Client shall indemnify and hold harmless the Offeror from any claim brought by third parties in connection with the Services or the Contract.

Article 24 – Force Majeure and hardship

1. The Offeror shall not be liable where it is, even temporarily, unable to perform, in whole or in part, the Services due to the occurrence of a force majeure event, meaning any extraordinary, unforeseeable or unavoidable event, independent of the Offeror's will or beyond its reasonable control, including, by way of example and without limitation, wars, riots, terrorist acts, natural disasters, fires, epidemics or pandemics and related governmental measures, general strikes, interruption of essential services or transport services, cyber-attacks, acts of authorities, sanctions or trade restrictions, or the unavailability of laboratories or equipment for reasons not attributable to the Offeror.
2. In such cases, the contractual deadlines shall be suspended for the duration of the impediment and its consequences. Once the force majeure event has ceased, the Offeror shall be entitled to a reasonable extension of the time limits for completing the Services.
3. The Party invoking force majeure shall promptly notify the other Party by registered letter with return receipt or by certified electronic mail (PEC), describing the nature of the event, its foreseeable effects and the estimated duration, and shall take all reasonable measures to mitigate its effects.
4. If the force majeure event continues for more than ninety (90) calendar days, either Party may terminate the Contract by notice sent by PEC with immediate effect. In such case, the Client shall pay the Offeror the fees accrued for the Services actually performed up to the termination date and shall reimburse the costs and expenses incurred and not reasonably recoverable.

5. Neither Party shall be required to pay penalties, indemnities or damages for the part of the Services not performed as a result of the force majeure event.

6. In the event of hardship pursuant to Article 1467 of the Italian Civil Code, the Offeror shall be entitled to request the renegotiation of the Fees. Failing an agreement within thirty (30) days, the Offeror may withdraw from the Contract without penalties.

Article 25 – *Ius variandi*

1. The Offeror may unilaterally amend these General Terms and Conditions, the technical Annexes, the Special Conditions for Accredited Activities and, in general, the technical and operational documentation applicable to the Services, where this is necessary for:

- compliance with the Applicable Regulations, technical standards or requirements issued by accreditation bodies, competent authorities or standard-setting bodies;

- organizational, operational or safety needs of the Offeror that do not alter the essential economic balance of the Contract;

- updates to internal compliance, integrity, security and privacy procedures or management systems applicable to the Services.

2. The amendments shall be notified to the Client by registered letter with return receipt or by certified electronic mail (PEC) and shall become effective fifteen (15) days after receipt, unless a different term is indicated by the Offeror.

3. Within the same term, the Client may submit written comments. In the absence of any comments, the amendments shall be deemed accepted.

4. Where the amendments affect the economic balance of the Contract, the Client may withdraw within fifteen (15) days from receipt of the relevant notice, with effect from the date of withdrawal, without prejudice to the obligation to pay the fees accrued and the costs incurred by the Offeror up to that date.

5. In any event, the amendments shall not apply retroactively to Services already performed.

Article 26 – Compliance, Code of Ethics and Human Rights

1. The Client declares that it has reviewed and agrees to comply with the principles set out in the TÜV Rheinland Group Code of Ethics, the Global Anti-Corruption Policy and the Corporate Compliance, Integrity and Sustainability policies and procedures published on www.tuv.com. The Client undertakes to comply with the applicable laws and regulations relating to corporate integrity, human and labour rights, health and safety, environmental protection, personal data protection, competition law and the prevention of corruption.

2. The Client is prohibited from offering, promising, giving, requesting or accepting, directly or indirectly, money, benefits or any other undue advantage; facilitation payments are strictly prohibited. The Client shall refrain from any conduct that may compromise the independence, impartiality and objectivity of the Offeror and shall promptly notify the Offeror in writing of any actual or potential conflicts of interest relating to the Services.

3. The Client warrants compliance with the applicable laws and regulations on export controls, economic sanctions and embargoes (EU, US, UN and any other applicable jurisdictions). In the event of any transfer or making available to third parties, in Italy or abroad, of the services provided by the Offeror (or parts thereof), the Client undertakes to comply with the applicable national and international (re-)export control regulations. Performance of the Contract is conditional upon the absence of any impediment arising from such foreign trade regulations and from the absence of embargoes and/or sanctions; in the event of any such impediment, the Offeror shall be entitled to suspend or refuse performance, without liability, without prejudice to its right to payment of the amounts accrued.

4. The Client undertakes to prevent the commission, within the scope of the contractual relationship, of the predicate offences referred to in Legislative Decree no. 231/2001, by adopting organizational and control measures appropriate to its risk profile. The Client shall refrain from any conduct attributable to the relevant offences and shall cooperate, upon reasonable request of the Offeror, by providing compliance information and declarations. The Client shall promptly notify the Offeror in writing of any inspections, proceedings or investigations involving the Client in relation to facts potentially relevant under Legislative Decree no. 231/2001 and connected, even indirectly, with the Services.

5. Where the Offeror is HON Consulting S.r.l., the Client declares that it has reviewed and undertakes to comply, to the extent applicable to the contractual relationship, with the organizational, management

and control model adopted pursuant to Legislative Decree no. 231/2001 by HON Consulting S.r.l. (including the Code of Ethics, protocols/procedures and whistleblowing channels), with particular reference to the rules of conduct, information duties towards the Supervisory Body (Organismo di Vigilanza) of HON Consulting S.r.l., the prohibitions and the preventive controls relevant to the Services. Where necessary, the Parties shall attach to the Offer the applicable extracts of the Model/231 protocols of HON Consulting S.r.l.

6. Any suspected irregularities, breaches or non-compliance with the above principles may be reported, including on a confidential basis, through the reporting channels made available by the Offeror.

7. The Client warrants that its employees, consultants, suppliers and subcontractors involved in the Services shall comply with obligations equivalent to those set out in this Article, and the Client shall be liable for their conduct as if it were its own.

8. Any breach of this Article shall constitute a material breach pursuant to Article 1456 of the Italian Civil Code and shall entitle the Offeror to exercise the remedies set out in Article 11, without any liability on the part of the Offeror and without prejudice to the right to claim damages and any other available remedy, including the right to refuse or withdraw the use of trademarks, logos, certifications and reports where continued use would conflict with compliance obligations or accreditation/notification requirements.

9. The Client shall indemnify and hold harmless the Offeror from and against any liability, cost, charge or sanction arising from any breach of this Article and/or from any act or omission of the Client or of the persons engaged by the Client, including costs related to audits, inspections and measures adopted by accreditation bodies or authorities.

Read, confirmed and signed for full and unconditional acceptance

Place and date _____

The Client _____

The Client expressly declares that it has read and fully understood the above General Terms and Conditions of Contract and specifically approves in writing, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following clauses: Article 2 (Formation of the Contract & Hierarchy of Documents): paragraphs 1 and 2; Article 3 (Performance of the Services, scope and technical responsibility): paragraphs 2, 3, 4, 5 and 6; Article 4 (Client's cooperation obligations): paragraphs 3, 7 and 8; Article 5 (Costs, fees and payment terms): paragraphs 2, 6, 7, 8, 9, 10, 11, 12 and 13; Article 6 (Right to use the TÜV Rheinland trademark and logo); Article 7 (Intellectual Property); Article 8 (Claims relating to the Services): paragraphs 2 and 3; Article 9 (Exclusions of liability, indemnities and waivers): all paragraphs; Article 10 (Withdrawal, partial cancellation and rescheduling of the Services): all paragraphs; Article 11 (Termination, Withdrawal, Cessation or Suspension of the Offeror's performance of the Services): paragraphs 1, 2, 3 and 4; Article 12 (Confidentiality): paragraph 5; Article 14 (Assignment); Article 19 (Governing law and exclusive jurisdiction); Article 21 (Non-solicitation); Article 22 (Subcontracting); Article 23 (Privity of contract and independence): paragraph 4; Article 24 (Force Majeure and hardship); Article 25 (*Ius variandi*); Article 26 (Compliance, Code of Ethics and Human Rights): paragraphs 8 and 9.

Read, confirmed and signed for full and unconditional acceptance.

Place and date _____

The Client _____