

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

- 1.1. In these General Purchase Conditions (hereinafter "GPC"), the following terms, highlighted in the body of the document with a capital letter, shall have the meaning indicated in this article, regardless of whether they are used in the singular or plural:
 - **Affiliate**: the company that controls or is controlled by one of the Parties;
 - **Goods**: the material that the Supplier must deliver in accordance with the Contract, including accessories, documents, or anything related, even implicitly, to the proper fulfillment of the obligations under the Contract;
 - **Delivery**: the delivery of the Goods and/or the provision of the Services by the Supplier in accordance with Article 5;
 - **Contract**: the contract governed by these GPC, signed by both Parties or, in case of an Order for the purchase of Goods and/or Services issued by Kiwa, the Order accepted by the Supplier;
 - **Data**: Non-public data and information, including personal data relating to an identified or identifiable natural person, acquired by the Supplier in preparation for or during the performance of the Contract, regardless of whether such data or information concerns Kiwa, its Affiliates, or their customers or suppliers and is designated as confidential;
 - **Intellectual Property Rights**: (a) patents, utility models, copyrights, database rights, trademarks, trade names, industrial designs, know-how, and proposed inventions; (b) patent applications or derivatives thereof, such as, but not limited to, confirmations, renewals, extensions; and (c) all other intellectual property rights;
 - **Supplier**: Any natural or legal person who supplies or promises to supply Goods and/or Services to Kiwa;
 - **Kiwa Italia Group**: Kiwa Cermet Italia S.p.A., Kiwa Cermet Idea S.r.l., Kiwa Moroni S.r.l., as well as Kiwa Italia Holding S.r.l. which carries out management and coordination activities over the companies of the Kiwa Italia Group;
 - **Kiwa**: Kiwa Cermet Italia S.p.a. or another company of the Kiwa Italia Group indicated in the Order or Contract as the buyer or **principal**;
 - **231 Model**: the Organisation, Management and Control Model pursuant to Italian Legislative Decree No. 231/2001 adopted respectively by Kiwa Cermet Italia S.p.A., Kiwa Moroni S.r.l., as well as by Kiwa Italia Holding S.r.l.;
 - **Order Modification**: a change to the Order that alters, modifies, omits, adds, or otherwise changes the Order or parts thereof;
 - **Offer**: conditions proposed by the Supplier for the supply of Goods and/or Services to Kiwa;
 - **Order**: request by which Kiwa instructs the Supplier to supply Goods and/or Services;
 - **Parties**: Kiwa or the Supplier and collectively the "Parties";
 - **Services**: the performance obligations that the Supplier must provide in accordance with the Contract.

2. SCOPE OF APPLICATION

- 2.1. Unless otherwise agreed upon by Kiwa, these GPC are intended to apply to any Offer submitted by the Supplier

and to all agreements concluded or to be concluded between Kiwa and the Supplier regarding the purchase of Goods and/or Services from Kiwa.

- 2.2. Therefore, any general conditions of sale of the Supplier, oral agreements, waivers, modifications, specific terms or conditions, will not apply and cannot under any circumstances be considered an integral part of any Contract concluded between Kiwa and the Supplier unless expressly and specifically accepted in writing by authorized Kiwa personnel. In any case, any requests for modifications to these conditions contained in Supplier documents other than the Contract signed by Kiwa (e.g., emails, invoices, packing slips, etc.) are excluded.
- 2.3. Kiwa reserves the right to modify these GPC by publishing them on the website www.kiwa.it, where they will be available and accessible to the Supplier using ordinary diligence.

3. METHODS OF CONCLUSION OF THE CONTRACT AND SUBSEQUENT AMENDMENTS

- 3.1. The Purchase Agreement will be deemed concluded between the Parties on the date of signing the private agreement or, in case of an Order, upon receipt by Kiwa of the Order in full and duly signed for acceptance by the Supplier; it is understood that any requests for Order Changes will not be valid, binding and/or effective unless expressly and previously accepted in writing by Kiwa.
- 3.2. Kiwa shall have the right to cancel the Order or to refuse, in whole or in part, any supply made by the Supplier in the event of failure to return the Order duly signed and complete with the required documentation (for example, but not limited to, valid DURC (Document of Regularity of Contributions), insurance certificate, declarations regarding compliance with social security and remuneration obligations towards its employees, etc.) by the date indicated in the Order or, in its absence, within 20 (twenty) days from the date of its receipt. It is understood that the execution of the Supply shall, in any case, constitute tacit acceptance of these GPC as well as of any specific ones indicated in the Order.
- 3.3. Once the Contract has been concluded, all subsequent correspondence between the Parties must always refer to the Order number or other reference communicated by Kiwa and any contractual modification must always be expressly agreed and approved in writing by the Parties.

4. FEES, INVOICING AND PAYMENT METHODS

- 4.1. Unless otherwise agreed, the prices set forth in the Contract shall be in euros, net of VAT, fixed at a fixed rate and not subject to revision. They are inclusive of all costs, including, but not limited to, taxes, duties, insurance, any packaging costs, and anything related to the fulfillment of the Supplier's obligations. In any case, no fees will be paid for the preparation of offers/quotes, delivery of samples, or visits, qualifications and/or due diligence by the Supplier, nor for inspections and/or audits at the Supplier's sites. In case of conformity assessors, if the Supplier undertakes a training program to obtain a new qualification after the initial qualification, no additional compensation will be paid for the new qualifications.
- 4.2. Payments will be made by bank transfer to the current account in the name of the Supplier and communicated to Kiwa, upon invoice and within the terms indicated in the

Contract or, in the absence of an invoice, within 60 (sixty) days plus 10 (ten) from the end of the month following the date of issue of the invoice.

- 4.3. Invoices must be made out to Kiwa and include the Contract references and the Contract Identification Code (CIC), if applicable. Under no circumstances will Kiwa be held liable for any payment delays due to irregularities in the tax documents issued by the Supplier, incorrect or late communication of updated bank account information, or other circumstances solely attributable to the Supplier.
- 4.4. If a fixed price has been agreed for the provision of services, Kiwa will not pay any contractual extras, unless otherwise agreed in advance in writing.
- 4.5. Unless expressly authorized in advance in writing by Kiwa, the Supplier is expressly prohibited from assigning any receivable or claim, in any form whatsoever.
- 4.6. In the event of defects, faults, or in any case of non-punctual and exact fulfillment by the Supplier, including with reference to the tax documentation and other documentation not to be provided pursuant to these GPC or other specific conditions set forth in the Contract, the payment terms may be suspended by Kiwa until the fault or defect has been eliminated.
- 4.7. If the payment for the Services is to be determined, even partially, on a final basis based on the work actually performed, the Supplier shall provide advance and timely reporting of the same on a monthly basis, or with another agreed frequency, in order to allow Kiwa to verify the appropriateness of the invoiced price.
- 4.8. Kiwa shall have the right to offset the amounts to be paid to the Supplier with any sum, including penalties or damages, owed by the Supplier.

5. DELIVERY METHODS OF GOODS AND/OR SERVICES

- 5.1. Unless otherwise agreed, the place of delivery for the Goods will be Kiwa's warehouse and for the Services, the location indicated in the Contract.
- 5.2. The Goods delivery will also include that of all components, auxiliary materials, accessories, tools, spare parts, operating instructions, instruction manuals and other documents necessary to achieve the intended purpose of the supply thereof, even if not specifically mentioned in the Contract.
- 5.3. All Goods deliveries must be notified to Kiwa in advance by means of a suitable shipping notice that precisely indicates the type, quantity, and weight. Shipping notices, delivery notes, invoices, and all correspondence must include the Order number or other reference communicated by Kiwa, as well as, as applicable, whether the delivery is for full payment or a down payment.
- 5.4. The invoice accompanying the Goods must include: i) the transport document number; ii) the indication of the tax liability in force or, in case of exemption, the applicable law article; iii) the Order number or other reference communicated by Kiwa; iv) the description of the material.
- 5.5. In case of transporting hazardous or restricted materials, these must be shipped in compliance with applicable laws and appropriately marked.
- 5.6. For non-EU goods not released for free circulation, invoices must be accompanied by a certificate of origin or a Community movement certificate. The goods must comply with applicable regulations and all relevant restrictions due to export control regulations.

- 5.7. Kiwa reserves the right to postpone Delivery, in which case the Supplier shall store, protect, and insure the goods in appropriately packaged, separate, and identifiable packaging. Early or partial Deliveries will be rejected unless otherwise agreed.
- 5.8. Shipments must be made in accordance with any requirements specified in the Contract. Failure to comply with these requirements will result in the Supplier being charged for all costs arising from such non-compliance.
- 5.9. In the event of a delay in Delivery, the Supplier shall immediately notify Kiwa in writing without prejudice to the consequences of such failure to comply under the Contract or the provisions of law.
- 5.10. The Supplier shall ensure that the Goods are packaged appropriately to prevent any damage during transport and during loading and unloading operations. Any damage caused by inadequate packaging will be charged. Each package must be clearly labeled with the quantity of the contents and the Purchase Order (or other reference), in compliance with any additional requirements indicated by Kiwa.
- 5.11. The delivery terms indicated in the Order/Contract shall be deemed essential. Unless otherwise agreed, in the event of a delay not due to force majeure, Kiwa may apply a penalty corresponding to 1% of the total Contract amount for each full week of delay, up to a maximum of 5% of the total amount, regardless of the quantity of the delivered supply. For the purposes of applying penalties, non-compliant Goods and/or Services will be considered undelivered. Should the delay continue beyond the fourth week, Kiwa may terminate the Contract pursuant to Article 19 below, retaining any penalties already accrued and without prejudice to compensation for any further damages suffered.

6. SUPPLIER'S OBLIGATIONS AND WARRANTY

- 6.1. The Supplier declares that it possesses the appropriate skills, qualifications, and requirements, as well as the specific knowledge and abilities to provide the Goods and/or Services requested by Kiwa and, in attestation of this, undertakes to provide all necessary documentation both during the qualification phase and subsequently in the event of the conclusion of the Contract.
- 6.2. The Supplier also guarantees that the Goods and/or Services delivered to Kiwa will in any case comply with what was contractually agreed, be suitable for use and/or employment and free from defects and non-conformities.
- 6.3. Unless otherwise agreed, the warranty period on the Goods and/or Services will be 12 (twelve) months from the date of Delivery thereof and in the event of repair and/or replacement of the Goods, the warranty term will start anew from the Delivery of the repaired and/or replaced Good.
- 6.4. The Supplier will carry out the supply completely independently and at its own risk, observing the diligence required by the activity covered by the Contract, hiring personnel with regular employment contracts, in compliance with applicable laws and regulations.
- 6.5. Unless otherwise agreed, the Contract will not be in any way exclusive, subordinate, or parasubordinate, or a corporate relationship, and will involve the Supplier performing the work, without observing specific timetables, primarily using its own work and without any

subordination to Kiwa. The Supplier will also use its own autonomous and distinct work organization and resources, even if organized in coordination with Kiwa's activities and needs, thereby assuming all business risks associated with the Contract.

- 6.6. In any case, by signing the Contract, the Parties undertake to operate in a spirit of maximum collaboration and in strict compliance with all applicable laws and regulations and, in any case, in accordance with the highest applicable ethical standards.

7. CONTROL OF GOODS AND/OR SERVICES

- 7.1. Kiwa reserves the right to conduct, at any time, checks to ensure that the Goods and/or Services are delivered or performed by the Supplier in perfect compliance with the Contract. Acceptance of the Goods by Kiwa will not constitute acceptance, as acceptance is subject to the positive outcome of Kiwa's checks to verify the conformity of the Services and the absence of defects in the delivered Goods.
- 7.2. In the event that one or more non-conformities are detected, Kiwa may, at its sole discretion, terminate the Contract pursuant to Article 19 below or, if the non-conformity can be remedied without prejudice to Kiwa, set a reasonable deadline within which the Supplier must eliminate/correct the aforementioned non-conformity, without prejudice in any case to Kiwa's right to compensation for damages suffered.
- 7.3. The transfer of risk from the Supplier to Kiwa will take place only upon delivery of the Goods to the place contractually agreed between the Parties.
- 7.4. In case of external professional services related to conformity assessment activities (e.g., certification, inspection, testing, validation, and claims verification), monitoring of the suppliers and Supplier's performance and the resulting actions will be defined in the Kiwa internal management system procedures, to which full reference is made and for which the Supplier will receive specific training during the qualification phase.

8. INDUSTRIAL AND INTELLECTUAL PROPERTY

- 8.1. By signing the Contract with Kiwa, the Supplier guarantees that the use of the Goods delivered by it will not infringe any industrial or intellectual property rights, such as patents, trademark rights, design rights, copyright and/or other third-party rights, and that the Goods delivered will be free from third-party charges and claims.
- 8.2. The Supplier undertakes to indemnify and hold harmless Kiwa and/or its Affiliates from and against all claims arising from any violation of the rights referred to in the previous paragraphs of this article.
- 8.3. The Supplier may not copy drawings, plans, designs, diagrams, and technical or other files received from Kiwa for the performance of the Contract, except to the extent necessary for the proper performance of the Contract. At the end of the Contract term or upon request by Kiwa, all drawings, plans, designs, diagrams, and technical or other files, as mentioned above, must be returned to Kiwa. This information is and will remain, as applicable, the property of Kiwa and/or its customers and/or its Affiliates.

9. LIABILITY AND INSURANCE OBLIGATIONS

- 9.1. The Supplier shall be liable to Kiwa and any third party for any personal injury, property damage, or other material damage, loss, or harm caused directly or indirectly by the Supplier and/or its personnel, agents, or subcontractors in the performance of the Contract. In particular, and by way of example and without limitation, the Supplier shall defend, indemnify and hold Kiwa harmless from and against any product liability claims that may arise or be attributed to Kiwa as a result of defects in the Goods.
- 9.2. The Supplier shall indemnify and hold Kiwa harmless from and against all claims made by third parties for compensation for losses or damages attributable to the Supplier and/or its personnel, agents, or subcontractors in the performance of the Contract.
- 9.3. The Supplier therefore undertakes to stipulate and maintain effective, for the entire duration of the execution of the Contract, adequate insurance coverage with a leading insurance company, in order to cover any liability towards Kiwa and third parties, simultaneously undertaking to hold Kiwa harmless from such damages and liabilities.
- 9.4. To demonstrate the insurance obligations set forth in this article, the Supplier shall provide Kiwa with a copy of the relevant insurance certificate, which shall demonstrate that the insurance coverage is valid and will remain valid for the entire duration of the Contract. It is understood that the insurance shall not limit the Supplier's liability in any way or for any reason, and that the Supplier shall be held liable in the event that the value of any damages exceeds the limits set forth in said insurance policies and shall cover any difference between the value of the damage and the amount reimbursed by the insurance coverage.

10. SPECIFIC OBLIGATIONS IN THE FIELD OF LABOUR LAW, SOCIAL SECURITY AND SAFETY

- 10.1. The Supplier undertakes to observe and ensure that all personnel employed to perform the Contract observe all applicable labor, social security, health, safety, and environmental regulations required for the performance of the Contract and for the safety of themselves, their employees, and third parties, and to refrain from carrying out any acts that may undermine the safety regulations specifically applicable to the activity covered by the Contract.
- 10.2. The Supplier represents and warrants that it complies and will comply for the entire duration of the Contract with all regulatory and contractual provisions regarding wages, insurance and social security contributions, insurance, accidents, as well as obligations inherent in the employment relationship of its personnel, in accordance with applicable legislation and collective bargaining agreements.
- 10.3. In the event of access to Kiwa's and/or its customers' workplaces, the Supplier (i) must review the documentation provided relating to workplace safety (e.g., the Risk Assessment Document (RAD o DVR), safety plan, procedures, etc.) limited to items of specific interest; and (ii) undertakes to scrupulously comply with the company procedures adopted regarding health, prevention, and safety at work and, where deemed necessary due to unforeseen circumstances, to request any information from the head of the Prevention and Protection Service or personnel. The Supplier's interventions must always be

carried out in complete safety and in such a way as to avoid accidents or the contraction of occupational diseases. Any consequences of the Supplier's failure to use PPE cannot, in any way, be charged to Kiwa. Should the nature of the services require it, the Supplier may use Kiwa's equipment free of charge to complete the assigned activity. Such activities, carried out at Kiwa's headquarters and using company equipment, must be: a) explicitly commissioned by the relevant Manager and indicated on the technical assignment; b) clearly attributable to the activity covered by the contract and an integral part of it; c) subject to submission of the company's DUVRI (Single document on the assessment of risk from interference).

10.4. In case of Services performed directly at Kiwa's customer, the latter shall directly provide the Supplier with detailed information on the specific risks and the prevention and emergency measures adopted in relation to the activity carried out on the premises and in any other environments where the services agreed between the parties will take place. To access the premises/construction sites of the customer being inspected, the Supplier must have the appropriate identification badge. In this regard, the Supplier must examine the customer's documentation relating to workplace safety (Risk Assessment Document, safety plan, procedures, etc.) limited to the items of specific interest. If the Supplier deems the information received insufficient, it shall formally request from the customer all the information necessary to prevent accidents, injuries, and occupational diseases. However, if the Supplier deems the prevention system adopted to be inadequate to prevent risks related to the activity to be performed, it shall promptly report this fact to Kiwa for subsequent decisions. Given the independent nature of the work performed, the Supplier personally assumes all risks relating to any accidents, injuries, or occupational diseases resulting from the inadequacy or incompleteness of the information or prevention system adopted by the customer, thereby fully exempting Kiwa from liability. The completeness of the information and the accuracy and adequacy of the prevention system adopted by the customer in relation to the activity the Supplier is required to perform are essential conditions for the Supplier to commence activities. For its part, the Supplier undertakes to scrupulously comply with the corporate procedures adopted by Kiwa's customer regarding workplace safety and to request information, even during work, from the manager or employees of the Prevention and Protection Service (S.P.P.), if deemed necessary due to unforeseen circumstances. If, due to such omissions, accidents or illnesses occur, no charges may be made against Kiwa for any reason. The Supplier is required to use all personal protective equipment (PPE) required to perform the activity, previously provided by Kiwa's customer or in its possession. If the Supplier deems such PPE insufficient, it must immediately request additional PPE from Kiwa's customer before commencing the work. Also in this case, given the independent nature of the employment relationship between Kiwa and the Supplier, the Supplier is responsible for verifying the suitability of the PPE before using it and, if necessary, for its addition using the system described above. The Supplier must also request appropriate information regarding the

use of PPE from the PPE manager or personnel in the event of particular situations that arise.

11. TRACEABILITY OF FINANCIAL FLOWS

- 11.1. In the event of a Contract related to public contracts entered into between Kiwa and its customer, the Supplier, as a subcontractor of Kiwa, undertakes to promptly comply with all obligations set forth in Law no. 136 of 13 August 2010, which contains provisions regarding the traceability of financial flows, and undertakes to carry out all financial transactions related to the execution of the Contract in the manner set forth in the aforementioned Law, aware that failure to fulfill any of the obligations set forth therein will result in the automatic termination of the Contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code.
- 11.2. The Supplier, also, undertakes to immediately notify the contracting authority that is Kiwa's customer and the competent prefecture/territorial office of any breach by its counterparty of its financial traceability obligations.
- 11.3. Each financial transaction will be carried out exclusively through the bank account notified by the Supplier, pursuant to Law no. 136 of 13 August 2010 and subsequent amendments.

12. DECLARATION OF CONFORMITY, CODE OF CONDUCT AND ADMINISTRATIVE RESPONSIBILITY OF ENTITIES (LEGISLATIVE DECREE 231/2001)

- 12.1. The Supplier undertakes:
 - i) to be aware of, respect, and ensure that all its personnel or collaborators appointed by it respect the Kiwa Italia Group Code of Ethics, the Code of Conduct and Compliance, where applicable, the 231 Model adopted by Kiwa as well as the anti-bribery and corruption policy for the parts applicable to suppliers, all of which can be downloaded from the website www.kiwa.it, and, if requested, also the Code of Conduct, Integrity Pact, and/or Model 231 of Kiwa customers to whom its Goods and/or Services will be destined, for the parts applicable to external collaborators;
 - ii) for conformity assessment services, to issue, including on behalf of its representatives, declarations aimed at confirming the absence of any conflicts of interest with Kiwa and/or its customers;
 - iii) to comply with the procedures and instructions that will be required by Kiwa for the execution of the activities connected to the Contract and everything that will be required to be specified from time to time to exclude any type of impediment to the establishment or continuation of the contractual relationship for the supply of the Good and/or Service;
 - iv) not to offer or accept any form of corruption, gifts, products or services that could compromise its independence and/or are prohibited under Kiwa's Anti-Corruption Policy and to provide, where requested, the Declaration of Compliance required by Kiwa's procedures regarding third parties;
 - v) to treat all Data collected during the course of activities for Kiwa in a strictly confidential manner, undertaking to report to Kiwa any incident relating to the unwanted disclosure of information or the unlawful processing of data that may be detected during the course of activities for Kiwa, undertaking to respect the confidentiality

conditions set out in these GPC, even after the termination of the Contract;

- vi) to report any potential conflict of interest with Public Bodies pursuant to Legislative Decree 165/2001 and in particular, if an employee or former employee of a Public Body, to indicate the existence of such a condition prior to signing the Contract by indicating the name and address of the Public Body and, if applicable, obtaining authorization from the Body at his/her own expense in good time for the assumption and performance of the assignment proposed to Kiwa;
- vii) to respect and commit its employees, collaborators and assistants to comply with the provisions of Legislative Decree 231/01 and its subsequent amendments and additions [as well as, where applicable, the 231 Model adopted by the Kiwa Italia Group company involved in the contractual relationship](#);
- viii) to promptly inform Kiwa if any risks of violation of this article are detected, aware that Kiwa may periodically verify the Supplier's compliance with such conduct, undertaking to compensate Kiwa for all damages resulting from improper, incomplete information or failure to fulfill its obligations.

12.2. The Supplier declares and guarantees by signing the Contract:

- a) to be aware that, in the event of violation of the rules contained in the [Kiwa Italia Group Code of Ethics](#) and/or Code of Conduct and Compliance or, where applicable, in the Kiwa [customer's documents](#), the termination of the contract itself is foreseen, without prejudice to compensation for damages;
- b) to have no impediments with Kiwa and/or its [customers and/or their respective personnel](#) also in relation to Legislative Decree 165/2001, introduced by Law 6 November 2012, n. 190;
- c) to have never received criminal or administrative convictions for the crimes provided for by Legislative Decree 231/2001 or to have no pending proceedings of any kind aimed at ascertaining the commission of one or more crimes provided for by Legislative Decree 231/2001;
- d) to be aware of the fact that it will be his/her obligation to promptly inform Kiwa in the event of any changes to what is declared in Article 12 and that in such case Kiwa will have the right to immediately withdraw from the Contract;
- e) to undertake not to carry out, without the written approval of the Kiwa representative, activities with members of their family within the scope of their assignment for Kiwa and specifically in case of conformity assessment services to issue the declarations of conformity requested from time to time in order to avoid conflicts of interest.
- f) [to be aware that, limited to relationships with those companies of the Kiwa Italia Group that have adopted a 231 Model, any breach of the relevant provisions shall constitute a material breach and shall result in the automatic termination of the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to claim damages.](#)

13. SUBCONTRACTING AND ASSIGNMENT OF THE CONTRACT

- 13.1. The Supplier is not authorized to assign, subcontract, or sublet the Order or essential parts thereof or the Contract to third parties without receiving prior written authorization from Kiwa.
- 13.2. In the event of authorized subcontracting, the effectiveness of the authorization is subject to the Supplier's strict compliance with all applicable health, safety, and environmental regulations and any other applicable legislation, as well as compliance with social security contributions and the subcontractor's production of all documentation required by applicable laws (including social security, accident prevention, anti-mafia, and financial flow traceability, public procurement code, etc.) or by Kiwa customers.

14. PROHIBITION OF UNAUTHORIZED ADVERTISING AND USE OF TRADEMARKS

- 14.1. The Supplier is prohibited from disseminating any form of advertising that refers to supplies made to Kiwa.
- 14.2. In derogation of this prohibition and at its sole discretion, Kiwa may grant authorizations from time to time for special forms of advertising to be carried out according to the methods prescribed by it.
- 14.3. The Supplier undertakes not to use the logo, trademark and/or other images relating to Kiwa and/or its Affiliates or any other distinctive sign of the same, unless prior written authorization is obtained.

15. FORCE MAJEURE

- 15.1. Force majeure means unforeseeable events and circumstances beyond the reasonable control of the affected party, the occurrence of which is unavoidable and unforeseeable for the affected party, and which have the effect of preventing the affected party from fulfilling part or all of its contractual obligations. These include, but are not limited to, the following circumstances: earthquake, cyclone, flood, fire, or other natural disasters, or epidemics, war, revolution, coup, riots, civil unrest, and other acts of war, invasion, acts of terrorism, sabotage/piracy, expropriation, confiscation, embargo, or destruction ordered by civil or military government authorities, prohibitions and acts of government authorities or public bodies, whether legal or illegal, national strikes, and lockouts.
- 15.2. Any Party prevented from fulfilling its obligations by an event of force majeure shall immediately notify the other Party and shall take all reasonable measures to remedy such impediment.
- 15.3. If, despite everything, the impediment resulting from force majeure prevents the Party from performing its service for a period exceeding 30 (thirty) days, each Party may request to withdraw from the Contract.

16. CONFIDENTIALITY

- 16.1. The Supplier acknowledges and agrees that all Data of which the Supplier becomes or becomes aware, in any way, in connection with the performance of the Contract shall be considered strictly confidential.
- 16.2. The Supplier undertakes, including on behalf of its Affiliates and/or employees and/or collaborators and/or auxiliaries, to: (i) maintain strictly confidential and not disclose to third

parties for the entire duration of the Contract and even after its termination, any Data of which it has become aware pursuant to the previous paragraph; (ii) not use the Data for purposes other than those strictly necessary for the performance of the Contract; (iii) return, upon termination of the Contract - or upon request by Kiwa during the course of the Contract - all documents received and to delete any Data and/or destroy any copies retained except as required by law; (iii) limit the dissemination of the Data to only those personnel who need to access it for the performance of the Contract and after informing Kiwa of the confidentiality commitments undertaken.

16.3. In addition to the above, the Supplier also undertakes to take all measures aimed at preventing the Data from being acquired in any way by third parties and to request, if necessary, prior authorization for their disclosure to Kiwa. This authorization will in any case be subject to the stipulation of a confidentiality agreement between the Supplier and the third party to protect the confidentiality commitments set forth in these GPC and any specific conditions provided for in the Contract. It is understood that the Supplier will remain liable to Kiwa for any violation, even if committed by third parties.

16.4. It is understood that the appointment of subcontractors will not exempt the Supplier from liability for the complete and timely execution of the Contract, and the Supplier shall be deemed solely responsible to Kiwa for the obligations assumed by the subcontractors pursuant to any relevant subcontracting agreements.

17. INFORMATION SECURITY

17.1. The Supplier undertakes to adopt all necessary technical and organizational security measures to prevent the risk of alteration, loss, destruction, disclosure, or unauthorized use of the Data provided in the performance of the Contract. Kiwa reserves the right to communicate to the Supplier the security measures to be complied with, subsequently retaining the right to verify their compliance.

17.2. In the event of a security incident, the Supplier shall, at its own expense, inform Kiwa (i) as soon as possible and in any case within 24 (twenty-four) hours, report the Security Incident providing all known details, (ii) immediately take appropriate measures to mitigate any harmful effects of the Security Incident, (iii) promptly take all necessary efforts to prevent any further unauthorized possession, use, knowledge, loss, disclosure or access to Kiwa's data, (iv) follow Kiwa's instructions regarding the previous items (iii) and (iv), and (v) cooperate with Kiwa in any investigation that Kiwa deems appropriate.

17.3. The Supplier shall ensure that access to Kiwa's confidential data is limited to authorized personnel by adopting appropriate measures to prevent their disclosure. Authorized personnel means personnel who require access for the provision of Goods and/or Services to Kiwa.

17.4. The Supplier shall ensure that its personnel are sufficiently aware of the related risks and sufficiently capable of recognizing so-called "phishing attacks" and similar attacks in order to prevent such incidents from occurring and negatively impacting Kiwa.

17.5. All Kiwa Data is restricted to the European Economic Area (EEA). The Supplier must ensure that access to Kiwa Data is limited to (i) personnel located in the EEA and (ii) personnel located outside the EEA with Kiwa's explicit consent (e.g.,

in case of specific Kiwa support requests that cannot be handled by EEA personnel).

17.6. The Supplier must use up-to-date software and security solutions in accordance with industry best practices to prevent viruses or malware from being introduced into Kiwa's IT environment. If a virus or malware is found to have been introduced into Kiwa's IT environment from a system controlled or managed by the Supplier, the Supplier must take appropriate measures to reduce its impact and, if this causes interruption of the Services, loss of operational efficiency, or loss of data, to mitigate and restore such losses.

17.7. Supplier must implement adequate update or patch management for all infrastructure and software components (e.g., firmware, operating system, database, middleware, web server, applications, etc.). If a system downtime is required to apply such updates, the Supplier will notify Kiwa prior to doing so and suggest an appropriate timeframe for applying such updates or patches.

17.8. In case of supplies of IT products or special needs, upon request by Kiwa the Supplier shall:

- be certified to ISO 27001 or adopt equivalent measures and remain certified and/or compliant with ISO 27001 (or any equivalent successor) for the duration of the applicable contract(s) with Kiwa;
- Provide periodic independent review of the status of information security and information technology controls, preferably through a SOC-II assurance report. This review must be performed at least annually and cover all processing services performed by the provider in the previous calendar year. These review reports must be provided to Kiwa upon request.

17.9. The Supplier shall allow Kiwa to verify its compliance with data protection and information security obligations under the applicable Contract(s) with Kiwa. The Supplier will promptly cooperate with the auditors and provide them with any assistance they reasonably request in connection with the audit. If the audit reveals a breach of obligations, the Supplier will promptly correct any identified breach.

17.10. In the event of subcontracting, the Supplier shall impose the same safety requirements on its subcontractors by ensuring that its subcontractors adhere to the safety requirements set forth herein.

18. PERSONAL DATA PROTECTION

18.1. The Parties guarantee that they are aware of and comply with the provisions of the Law on the protection of personal data, with particular reference to the provisions in force pursuant to Legislative Decree no. 196 of 30 June 2003, "Personal Data Protection Code" (hereinafter "Privacy Code") and EU Regulation 2016/679 (General Data Protection Regulation, hereinafter "GDPR") and subsequent amendments. In particular, the Parties undertake to process personal data in compliance with the principle of data minimization and to guarantee its integrity and confidentiality.

18.2. Each Party shall be liable for any disputes, actions, or claims raised by interested parties and/or any other person and/or Authority regarding non-compliance with the applicable legislation on the protection of personal data (EU Regulation 2016/679 and Legislative Decree 196/2003 and subsequent amendments) attributable to it.

- 18.3. By signing the Contract, the Supplier declares that Kiwa has duly informed him/her during the data collection phase by providing the data processing information.
- 18.4. If the subject matter of the Contract so requires, Kiwa may appoint, with a separate deed, the Supplier as Data Processor, pursuant to Article 28 GDPR, or as an Authorized Person for Processing Personal Data.
- 18.5. By signing the aforementioned appointment deed, the Supplier declares and guarantees—based on experience, ability, and reliability—full compliance with applicable provisions regarding the processing of personal data, including security measures, as set forth in the deed itself. This appointment will be effective for the execution and entire duration of the Contract or for the duration of the aforementioned processing, as indicated in the appointment deed. Likewise, the Supplier appointed as data processor will undertake to appoint in writing as persons authorized to process personal data the personnel, its employees, or any other natural persons (consultants and/or subcontractors authorized by the Data Controller), who will be authorized to process the data made available by the Data Controller. Upon specific request, the Supplier will provide the Data Controller with an updated list of appointed Data Processors. If the Supplier fails to sign the document appointing it as data processor, Kiwa shall have the right to terminate the Contract(s) for breach, even during execution, by sending certified email or registered mail pursuant to Article 1456 of the Italian Civil Code.

19. TERMINATION OF THE CONTRACT AND WITHDRAWAL

- 19.1. Kiwa, in addition to any other rights and remedies provided by law or by these GPC or any specific conditions set forth in the Contract, shall have the right to terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, with immediate effect and without notice, by notifying the Supplier by registered letter with return receipt or certified email, in the following cases:
- a) violation of insurance obligations (Article 9);
 - b) violation by the Supplier of its obligations regarding health, prevention and safety (Article 10);
 - c) violation by the Supplier of the obligation to perform the Services impartially and independently and/or to promptly report any situations that may compromise such impartiality (Article 12);
 - d) violation by the Supplier of the confidentiality obligations (Article 16) and/or information security (Article 17) and/or personal data protection (Article 18);
 - e) behavior/omission by the Supplier that is such as to directly and/or indirectly compromise the good name of Kiwa and/or its Affiliates or to prejudice Kiwa's accreditations and/or recognitions/notifications.
- 19.2. Without prejudice to the provisions of the previous paragraph, in the event of even partial non-compliance by the Supplier, Kiwa will send the Supplier a formal notice to comply within 15 (fifteen) days, after which, if the non-compliance persists, the Contract will be deemed definitively terminated pursuant to art. 1454 of the Italian Civil Code, and the Supplier will be required to return any amounts collected and compensate Kiwa for all damages suffered.
- 19.3. Kiwa, unless otherwise agreed, may freely withdraw from the Contract at any time (even during the performance of

the Services) and without incurring any liability towards the Supplier, by sending written notice to the other party by registered letter with acknowledgement of receipt or certified email with at least 30 (thirty) days' notice. Should Kiwa exercise this right, the Supplier will be entitled only to payment of the fee accrued for services already performed and reimbursement of documented expenses incurred up to the time of withdrawal.

20. FINAL PROVISIONS

- 20.1. If either Party fails to exercise any of the rights or powers reserved to it by these GPC or by the Contract, such failure shall not be deemed a waiver of such right or power, nor shall it preclude such Party from subsequently asserting such rights or powers, or any other right or power provided for by these GPC or by the Contract.
- 20.2. In the event of translation of these GPC into languages other than Italian, the Italian translation shall prevail in the event of any conflict.
- 20.3. In the event of a conflict between the provisions contained in the GPC and the specific conditions set forth in the Purchase Order, the latter shall prevail.

21. APPLICABLE LAW AND JURISDICTION

- 21.1. These GPC, as well as the specific provisions of the Order or Contract, will be governed by Italian law, with the express exclusion of the rules of private international law and any other source not expressly referred to.
- 21.2. For all disputes concerning the interpretation and/or execution of these GPC and the Orders or Contract, including those relating to their validity, the existence and amount of credits towards Kiwa, the Court of Bologna shall have exclusive jurisdiction, excluding any other alternative or concurrent jurisdiction.