GENERAL CONDITIONS OF PURCHASE OF INTERPUMP GROUP S.P.A.

Version of November 2026

Section I - Definitions – Purpose – Order Acceptance 2
1. Definitions 2
2. Acceptance of the Order 4
3. Qualification of the Supplier and quality of the Subject of the Order 4
Section II - Execution of the Order, testing and payment of the Consideration 5
4. Order execution terms, delays and penalty 5
5. Verification of the delivery of the Products and the performance of the Services 6
6. Product packaging and transport document 6
7. Installation and testing of the Products 6
8. Consideration and payment 7
Section III - Warranty and further responsibilities of the Supplier 7
9. Warranties 7
10. Additional responsibilities of the Supplier 8
11. Insurance 9
Section IV – Visits, audits and Equipment 9
12. Inspections and audits 9
13. Free loan for use of the Equipment 10
Section V - Termination of the Contract 11
14. Withdrawal 11
15. Termination due to breach by the Supplier 11
16. Express termination clause 11
17. Force Majeure and suspension of the Contract 11
Section VI - Compliance 12
18. Property rights and industrial property - Confidentiality 12
19. Prohibition of advertising 12
20. Code of Ethics, Supplier Code Of Conduct and Model 231 12
21. Anti-corruption. 13
22. **Trade compliance** 13
23. Management of Personnel and of environmental and worker health and safety aspects 13
24. Processing of personal data and security incidents 14
25. ESG System 15
Section VII - Applicable Law and Jurisdiction 15
26. Applicable law and place of jurisdiction 15
Section VIII - Miscellaneous 15
27. Prohibition of assignment and subcontracting 15

28. Final provisions.....15

Section I - Definitions – Purpose – Order Acceptance

1. Definitions

1.1. The following definitions and abbreviations apply:

i. **Equipment:** means any equipment, tool or asset owned by the Purchaser.

ii. **Acceptance**: means the acceptance of the Order by the Supplier. Acceptance may take place (*i*) formally, in writing, or (*ii*) by execution of the Order. In any case, if the Supplier does not reject the Order in writing within 5 (five) business days of receipt, the Order shall be deemed to be definitively accepted by the Supplier.

iii. **Framework Agreement (FA)**: means any framework agreement for the supply of Products and/or Services signed by the Purchaser and the Supplier.

iv. **Purchaser**: means the company Interpump Group S.p.A. with registered office in Sant'Ilario d'Enza – Reggio Emilia, Via E. Fermi 25, Tax Code 11666900151, VAT number IT01682900350, which issues the Order.

v. **General Conditions of Purchase (GCP)**: means the general terms and conditions of purchase of Interpump Group S.p.A. in the version in force from time to time.

vi. **Supplier Code Of Conduct**: means the supplier code of conduct adopted by the Purchaser and available on its corporate website, which sets out the ethical principles and rules of conduct that the Purchaser follows in managing its business and in its dealings with suppliers and other third parties.

vii. **Code of Ethics**: means the Code of Ethics adopted by the Purchaser.

viii. **Contract**: means jointly the GCP, any FA or other agreement signed between the Purchaser and the Supplier, and each Order. The additional documents referred to as forming an integral part of the Contract, as specified in the Contract itself, also form part of the Contract. In the event of a conflict between the provisions of the contractual documentation, the following order of precedence shall apply: (*i*) Order; (*ii*) FA or other agreement signed between the Parties; (*iii*) GCP.

ix. **Consideration**: means the price for the purchase of the Subject of the Order specified in the Order itself and determined on the basis of the Price Lists in force from time to time and applied between the Parties, or of the separate agreements reached between the Parties from time to time.

x. **NIS 2 Implementing Decree**: means Legislative Decree no. 138/2024 on the "*Transposition of Directive (EU) 2022/2555 concerning measures for a high common level of cybersecurity across the Union, amending Regulation (EU) no. 910/2014 and Directive (EU) 2018/1972 and repealing Directive (EU) 2016/1148".*

xi. **Product Documentation**: means all the necessary technical documentation relating to the Products and the related certificates required by the Regulations, the competent Authorities, the Contract and/or applicable commercial practices.

xii. **Supplier**: is the company indicated as the supplier in the Order.

xiii. **Force Majeure**: means any event or circumstance beyond the control of the Affected Party that the Affected Party could not have avoided by using the diligence, prudence and skill of a reasonable and prudent operator. The event or circumstance must prevent the performance, in whole or in part, of the contractual obligations of the Affected Party. Force Majeure includes, by way of example but not limited

to: (*i*) war and other hostilities, invasion, acts of terrorism, mobilisation, confiscation or embargo; (*ii*) epidemics or pandemics followed by a declaration of a "state of emergency"; (*iii*) contamination by ionising radiation and contamination resulting from nuclear fuels, explosives or other dangerous substances; (*iv*) rebellion, revolution, insurrection, coup d'état and civil war; (*v*) riot, tumult, disorder, strike or other industrial action, except where this is of a purely corporate nature or is caused by unlawful conduct of the Affected Party, its affiliates or its subcontractors; (*vi*) earthquake or other natural disasters followed by a declaration of a "state of emergency"; (*vii*) subject to the provisions below, provisions and rulings of public authorities and/or local bodies that inhibit activities related to the Products and/or Services.

xiv. **Confidential Information**: means the Technical Specifications as well as all data and/or information of an economic, managerial, legal, commercial, technological, advertising and/or otherwise nature relating, directly or indirectly, to the Purchaser, as well as the Purchaser's intellectual and industrial property rights and trade secrets and information relating to the Purchaser's products.

xv. **Price Lists**: means the price lists from time to time applied by the Supplier to the Purchaser for the performance of the Subject of the Order. The Price List shall apply to the Contract only upon written approval by the Purchaser.

xvi. **Purchaser's Premises**: means the Purchaser's factories, laboratories, warehouses or offices.

xvii. **Model 231**: means the Organisation, Management and Control Model adopted by the Purchaser pursuant to Legislative Decree No. 231 of 8 June 2001.

xviii. **Regulations**: means jointly all the regulatory requirements in force from time to time applicable to the Contract. These requirements concern, among other things, the import, export, production, use, sale, packaging, transport, storage, marking and distribution of the Subject of the Order, as well as, by way of example only and not limited to, environmental, labelling and marking regulations, permits, authorisations, certifications, country of origin and notifications on the hazardousness of materials. The Regulations also include all laws, regulations, practices and disciplines, whether national, European or issued by other States, applicable to the performance of the Contract, including, by way of example only and not limited to, labour law, occupational health and safety and environmental regulations.

xix. **Privacy Regulations**: means Regulation (EU) 2016/679/ ("GDPR") together with the regulations applicable from time to time on the protection of personal data.

xx. **Subject of the Order**: jointly indicates the Products and/or Services that are the subject of each Order from time to time.

xxi. **Order**: means any purchase order for Products and/or Services issued by the Purchaser to the Supplier. The Order specifies the quantity, the characteristics of the Subject of the Order, the price, the terms and conditions of delivery and payment, and the Technical Specifications. In the event that the order relates to machinery or capital goods, it also indicates whether installation or testing is to be carried out.

xxii. **Party**: means either the Purchaser or the Supplier, depending on the context.

xxiii. **Affected Party**: means the party affected by a Force Majeure event.

xxiv. **Parties**: means the Purchaser and the Supplier jointly.

xxv. **Personnel**: means the employees, directors, consultants or other associates, in any capacity, of the Supplier employed in the performance of the Contract.

xxvi. **Products**: means the products specifically indicated in the Order from time to time, whether they are Customised Products or Standard Products.

xxvii. **Customised Products:** means (*i*) Products developed from the Supplier's products and for which the Buyer has requested certain developments or adaptations designed by the Supplier, Interpump Group S.p.A. or both; (*ii*) Products designed and manufactured exclusively for the Purchaser on the basis of

specific instructions provided by the Purchaser to the Supplier. The Customised Products are subject to an exclusivity restriction in favour of and in the interest of the Purchaser, and this has been taken into account in the Price Lists.

xxviii. **Standard Products**: means both the products that appear in the Supplier's catalogue and those that are generally sold or distributed by the Supplier, which are the subject of the Order from time to time.

xxix. **Services**: means the services specifically indicated in the Order from time to time.

xxx. **Environment, Social and Governance (ESG) System**: means the set of policies, procedures and practices adopted to ensure the ethics and sustainability of Interpump Group S.p.A.

xxxi. **Technical Specifications**: means any written agreement that identifies the technical specifications of the Subject of the Order identified by the Purchaser.

xxxii. **Subcontractors**: means the third parties to whom the Supplier entrusts, subject to the Purchaser's written authorisation, part of the supply of the Subject of the Order.

xxxiii. **Delivery Report:** means the document signed by the Parties certifying the delivery of the Equipment from the Purchaser to the Supplier.

1.2. Terms defined in the singular are sometimes used with the same meaning in the plural, and vice versa, where the context requires it.

2. Acceptance of the Order

2.1. With the Acceptance, the Supplier accepts the GCP in full and without reservation and is obliged to execute the Order in accordance with the Contract. Specifically:

(i) the GCP are understood to be fully and unconditionally accepted by the Supplier; the Supplier also waives the application of any of its own general or special conditions of sale, which in any case remain ineffective between the Parties, even if referred to in the commercial documentation submitted to the Purchaser;

(ii) the Supplier undertakes to execute the Order in accordance with the provisions of the Contract. No changes may be made to the Order without the prior written authorisation of the Purchaser.

2.2. Before Acceptance, the Supplier must, under penalty of forfeiture, report any need for changes with respect to what is specified in the Order itself. In this case, the changes proposed by the Supplier can only be considered accepted if they are incorporated into a new Order from the Purchaser.

2.3. Apart from the case regulated in article 2.2. above, any communication from the Supplier that does not comply with the Order shall not give rise to any obligation on the part of the Purchaser and shall not be valid as a counter-proposal.

2.4. The Purchaser reserves the right to make any change to the Order by issuing an "Order Variation" specifying the effective date. The Order variation shall be deemed accepted by the Supplier if the latter does not express its disagreement in writing to the Purchaser within 5 (five) business days of receipt.

2.5. Even when this is not expressly provided for in the Contract, the Supplier assumes all the related obligations, also committing itself, pursuant to article 1381 of the Italian Civil Code, for the acts of third parties involved from time to time in the performance, including, by way of example but not limited to, Personnel and Subcontractors.

2.6. The Parties expressly agree that periodic and recurring orders to the Supplier do not entail the granting of any exclusivity benefit to the Supplier.

2.7. The Parties expressly agree that periodic and recurring orders to the Supplier do not entail any commitment by the Purchaser to achieve minimum purchase volumes. Accordingly, the Purchaser shall under no circumstances be obliged to place further orders with the Supplier.

3. Qualification of the Supplier and quality of the Subject of the Order

3.1. The Supplier undertakes to supply the Products and perform the Services in accordance with the Contract, the Regulations, best practices and the industry and international standards applicable on the date of delivery.

3.2. The Supplier declares that it has all the technical and organisational capabilities, as well as all the authorisations and licences necessary to execute the Orders.

3.3. In addition, the Supplier undertakes to:

(i) provide, for each of the Products, all the information and documents necessary for the completion of customs formalities, including the customs nomenclature (TARIC format - 10 digits), the country of non-preferential origin and, where applicable, the long-term declaration for proof of preferential origin, as well as all technical documents and certificates of conformity;

(ii) provide a specific declaration of preferential origin in the manner provided for by the Regulations;

(iii) deliver the Products with the Product Documentation. Any Product supplied without the relevant Product Documentation shall be deemed not to have been delivered to the Purchaser;

(iv) indicate any Product that has dual use pursuant to the Regulations, including Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items and subsequent amendments and additions;

(v) declare and guarantee that the Products do not contain and will not contain, for the entire duration of the Contract, any materials originating from areas of armed conflict and/or characterised by situations of human rights abuse;

(vi) inform the Purchaser, in writing and with reasonable notice, of any change concerning: (*a*) the design, process and/or production line relating to the Subject of the Order; (*b*) the Product Documentation; (*c*) any other element that may affect, for any reason, the execution of the Orders.

3.4. The Purchaser retains the right to carry out inspections of the Supplier's quality system and/or to request copies of the relevant manuals and certifications in order to verify their reliability.

Section II - Execution of the Order, testing and payment of the Consideration

4. Order execution terms, delays and penalty

4.1. The deadlines for delivery of the Products and performance of the Services indicated in the Order are to be considered mandatory and essential, in favour of the Purchaser and binding on the Supplier.

4.2. In any case, the Supplier undertakes to promptly notify the Purchaser in writing in the event of a delay in the delivery of the Products or in the performance of the Services or in the event that it is not possible to fully execute the Order, even if the delay is due to Force Majeure circumstances.

4.3. Unless otherwise indicated in the Order, the delivery of the Products must be carried out by the Supplier according to the following terms: Delivery Duty Paid - DDP, place of destination specified in the Order, Incoterms® ICC 2020.

4.4. Partial deliveries of the Products or partial performance of the Services are only permitted with the prior written authorisation of the Purchaser.

4.5. Except in cases of Force Majeure, any delay in the full fulfilment of the Order that has not been previously accepted in writing by the Purchaser and that exceeds 3 (three) working days gives the Purchaser, at its discretion, the right to cancel the Order or to apply a penalty equal to 1% (one per cent) of the Consideration for each week, or fraction of a week, of delay, up to a maximum of 5% (five per cent) of the Consideration. This is without prejudice to the Purchaser's right to compensation for any greater damage. The Supplier declares that it considers this penalty to be reasonable and hereby waives any action, claim or request to obtain a reduction thereof pursuant to article 1384 of the Italian Civil Code.

5. Verification of the delivery of the Products and the performance of the Services

5.1. If the Purchaser finds a discrepancy in the quantity or quality of the Products delivered, or in the performance of the Services, with respect to the provisions of the Order, it has the right to:

a) refuse the delivery of excess and/or non-conforming Products, having them collected at the Supplier's care and expense;

b) retain the excess Products, charging the costs to the Supplier and making equal changes to the quantities of any subsequent supplies;

c) request the Supplier to immediately send the missing quantities or the compliant Products, or to use third parties to procure the missing or compliant quantities;

d) obtain the Supplier's immediate correction of the performance of the Services that has been found to be non-compliant;

e) arrange, either directly or through third parties, for the performance of the Services that the Supplier has performed in a non-conforming manner.

5.2. For the purposes referred to in article 5.1. above, the Purchaser is required to notify the Supplier in writing of its intention, at the same time assigning the Supplier, where applicable, the deadline for fulfilment of the obligation.

5.3. The expenses incurred by the Purchaser in each of the cases provided for in article 5.1. above shall be borne entirely by the Supplier, without prejudice to the Purchaser's right to take action against the Supplier for compensation for any greater damage suffered.

6. Product packaging and transport document

6.1. The Supplier shall ensure that, at the time of shipment to the Purchaser, all Products are properly described, classified, packaged, marked and labelled and are in a condition suitable for transport in accordance with the Regulations and the standards of the relevant sector. The Supplier also ensures that the Products are packaged and delivered in such a condition that they can be stored without deterioration for a period of at least 12 (twelve) months.

6.2. The Supplier shall be liable for damages resulting from incorrect packaging or insufficient securing of the Products.

6.3. The Products must always be accompanied, by the Supplier, by the transport documents, drawn up in accordance with the Regulations.

6.4. If, with the Purchaser's express authorisation, the Supplier delivers the Products directly to third parties without their prior transit through the Purchaser's Premises, the Supplier undertakes to send the Purchaser, at the time of shipment, a copy of the transport document and to ensure the successful completion of the shipment. The Supplier also guarantees its fullest cooperation if the Purchaser requests information on the status of the shipment.

7. Installation and testing of the Products

7.1. Where agreed in the Order, the installation of the Product shall be carried out by specialised technicians appointed by the Supplier, at the latter's cost and expense, this having been taken into account in determining the Consideration.

7.2. At the end of the installation, the Parties shall jointly test the Product to verify its full functionality. The positive outcome of the test shall be formalised by the signing of a specific final acceptance report. The expenses and costs of testing shall be borne by the Supplier, this having been taken into account in determining the Consideration.

7.3. If the test has a negative result due to defects or non-conformities of the Products, the Purchaser shall notify the Supplier in writing by means of a negative result report, in which the non-conformities found are listed. Within 20 (twenty) working days of receipt of such notice, the Supplier shall, at its own care and expense, remedy the defects and discrepancies complained of. Once the corrective action has been completed, the Parties shall proceed with a new test. If the second test is also unsuccessful, the Purchaser shall jointly avail itself of the following remedies:

(i) reduction of the Consideration by 30% (thirty per cent);
(ii) elimination, directly by the Purchaser or through third parties, of the discrepancies that emerged during testing, with the related costs charged to the Supplier.

7.4. All approval or authorisation procedures required by law shall be at the Supplier's expense.

8. Consideration and payment

8.1. The prices indicated in the Price Lists and the Consideration are in the currency specified from time to time, fixed and invariable. Automatic changes on the basis of subsequent cost increases are therefore excluded, unless otherwise agreed in writing by the Parties.

8.2. The Consideration includes all costs – including, but not limited to, those relating to packaging and insurance for transport to the place of delivery specified in the Order – as well as taxes and duties.

8.3. The Supplier is required to issue the relevant invoice only after the Purchaser has accepted the execution of the Order.

8.4. Invoices issued by the Supplier for the execution of the Order must comply with the Regulations and contain all the data indicated in the Order. By way of example but not limited to, they must show the Order number, the delivery note, the Transport Document, the customs code and the Country of origin/Made In. Invoices must be sent to the Purchaser at the SDI indicated in the Order or to the Certified Email address indicated by the Purchaser.

8.5. The Supplier acknowledges and accepts that the Purchaser makes payments exclusively through the banking system and in full compliance with the Regulations, including those on the traceability of cash flows.

8.6. The Supplier's right to receive payment of the Consideration is subject to the proper execution of the Order and its acceptance by the Purchaser.

8.7. Unless otherwise indicated in the Order, the Supplier's invoices shall be paid by the Purchaser within 90 (ninety) days from the end of the month of the invoice date. The Parties expressly acknowledge that this term is reasonable and justified by the technical nature of the Products, which requires a minimum amount of time for quality checks, testing and integration into the Purchaser's systems, in accordance with Legislative Decree 231/2002 and subsequent amendments.

8.8. Neither the acceptance of delivery by the carrier nor the payment of the Consideration in itself constitutes final acceptance of the Product or Services by the Purchaser.

8.9. The Supplier expressly acknowledges and agrees that the Purchaser may suspend payments at any time in the event of partial or total breach of the Contract by the Supplier. It is understood that the suspension of payments by the Purchaser does not entitle the Supplier to suspend the fulfilment of its obligations towards the Purchaser.

8.10. The Purchaser shall be entitled to set off the sums payable against any sum, for whatever reason, owed by the Supplier to the Purchaser.

Section III - Warranty and further responsibilities of the Supplier

9. Warranties

9.1. The Supplier warrants that the Products comply with the Technical Specifications, are suitable for sale and use, and are free from encumbrances. It also guarantees that the materials used are free from any lack of conformity, flaws and obvious and/or hidden defects, and that the Services, including the workmanship, are performed in a workmanlike manner and in compliance with the Regulations.

9.2. The Supplier is liable, in accordance with the Regulations and the contractual obligations assumed, for any defect in the Products or Services. In this respect, it undertakes to indemnify and hold the Purchaser harmless from any claim relating to such defects and from the related damages suffered by the Purchaser or by third parties. The Supplier also undertakes, among other things, to actively participate, at its own expense, in any recall campaign.

9.3. The Supplier undertakes to guarantee:

(i) the correct functioning of the Products for 2 (two) years from the date of delivery;

(ii) the correct performance of the Services for 2 (two) years from the completion of the relevant performance.

9.4. For the entire warranty period referred to in article 9.3., the Supplier undertakes, at its own expense and at the request of the Purchaser, to maintain, repair or replace the Products and to repeat the performance of the Services.

9.5. In express derogation from the term referred to in article 1495 of the Italian Civil Code, the Supplier declares that it acknowledges and accepts that the report of the defect shall be made by the Purchaser in writing within 30 (thirty) days from:

(i) from the date of delivery, for recognisable defects in the Products;

(ii) from the date of discovery, for hidden defects in the Products, including defects discovered at the time of unpacking;

(iii) from the date of discovery, in relation to the Services;

(iv) from the date on which the Purchaser receives notice from the third-party customer of the existence of the non-conformity or defect of the Products already sold and delivered to the third-party customer.

9.6. During the period of validity of the warranty referred to in art. 9.3. above, the Purchaser shall have the right to request, by written notice to be sent to the Supplier, at its own discretion:

(i) the repair or replacement or refund of the defective or faulty Product, to be carried out at the Purchaser's premises;

(ii) the repetition or reimbursement of the defective or non-conforming Service.

9.7. For the purposes referred to in article 9.6. above, the Purchaser is required to notify the Supplier in writing of its decision, at the same time assigning the Supplier, where applicable, the deadline for fulfilment of the obligation. The Supplier is required to bear in full the expenses and costs associated with the occurrence of any of the cases provided for in article 9.6. above.

9.8. In the event of repair or replacement of the Product pursuant to article 9.6. (*i*) above, a new warranty period shall commence from the date of replacement pursuant to article 9.3. (*i*).

9.9. In the event of repetition of the Service pursuant to article 9.6. (*ii*) above, a new warranty period shall commence from the date of completion pursuant to article 9.3. (*ii*).

9.10. Should the Supplier fail to comply with the Purchaser's request pursuant to article 9.6. above, the Purchaser, upon written notice to the Supplier, shall have the right to proceed directly or through third parties with the simultaneous charging of costs and expenses to the Supplier. If the Purchaser does so directly, a new warranty period shall commence pursuant to article 9.3. (*i*) or article 9.3. (*ii*) as the case may be.

10. Additional responsibilities of the Supplier

10.1. The Supplier has full and complete responsibility for the execution of the Orders and for any direct and indirect damages arising, for whatever reason, from the execution of the Orders.

10.2. If the Purchaser is liable to third parties for any damage (including any damage to persons or property) arising from the Subject of the Order, the Purchaser shall promptly inform the Supplier, who hereby undertakes to indemnify and hold the Purchaser harmless for any and all losses, damages, charges, costs or expenses, including legal fees, arising from any claim.

10.3. The Supplier guarantees the availability of spare parts, components and consumables relating to the Products for a period of at least 10 (ten) years from the date of the last delivery. In the event that the Supplier plans to cease production of a Product or a part thereof, it shall notify the Purchaser in writing with at least 12 (twelve) months' notice, granting the Purchaser the right to place a final purchase order for the necessary requirements.

11. Insurance

11.1. For the entire duration of the Contract, the Supplier undertakes to take out and maintain suitable *all-risk* policies to cover comprehensive general civil liability (RCT/RCO). The policies must cover damage, for whatever reason, caused by the Supplier, the Personnel and the Subcontractors due to actions and/or omissions occurring during the performance of the Contract or deriving from property and structures for which the Supplier has custody, including the Equipment. The coverage must also extend to any damage to materials, premises and adjacent works, as well as to damage suffered by the Purchaser, the Purchaser's Premises, its employees and/or its associates. The policies must also cover direct and indirect damage to persons and property suffered by third parties and employees, whether or not subject to INAIL insurance, with a maximum limit per single claim of not less than Euro 5,000,000 (five million/00), unless a different amount is agreed in writing between the Parties. The Parties expressly agree that the minimum insurance requirements do not limit or modify the Supplier's legal or contractual responsibilities. The policy must include an express clause waiving the right of recourse by the insurance company against the Purchaser.

11.2. It is expressly agreed that the Supplier's insurance shall be applicable to all compensation obligations borne by the Supplier, regardless of whether the activities related to the performance of the Subject of the Order may be partially or fully entrusted to Subcontractors. To this end, if the Supplier makes use of Subcontractors, it undertakes and guarantees that the latter shall provide the same insurance coverage as the Supplier itself.

Section IV – Visits, audits and Equipment

12. Inspections and audits

12.1. At any time, the Purchaser reserves the right to proceed, directly or through third parties appointed by it, to:

(i) inspect the Products during the production phase at the Supplier's premises;

(ii) carry out inspections at the time of performance of the Services, whether they are carried out at the Purchaser's Premises or at places over which the Purchaser has no legal control;

(iii) carry out audits at the Supplier's premises in order to verify any aspect that may affect the correct and timely execution of the Contract.

12.2. The performance of inspections and audits pursuant to article 12.1. above:

(i) does not affect the Purchaser's right to reject the Products or to request the repetition of the Service, in the event of non-conformity;

(ii) shall not be construed as an acknowledgement of the proper fulfilment of the obligations incumbent on the Supplier.

12.3. In the event of inspections and audits pursuant to article 12.1. above, the Supplier undertakes to grant the Purchaser – or third parties appointed by the Purchaser – the right of access to its premises and sites and to provide any information and/or documentation that the Purchaser may request.

13. Free loan for use of the Equipment

13.1. The use by the Supplier of any Equipment loaned free of charge by the Purchaser exclusively for the purpose of fulfilling the Contract shall be governed by the provisions of this article 13.

13.2. The Equipment loaned free of charge to the Supplier is and remains the exclusive property of the Purchaser.

13.3. The Supplier, for its part, declares that it has inspected the Equipment and found it suitable for the performance of the Contract, in a good state of repair, efficiency and maintenance, free from faults and defects that impair its use. It is understood that the use of the Equipment does not exempt the Supplier from the responsibility to execute the Order in accordance with the Technical Specifications identified by the Purchaser and the Contract in general.

13.4. The Supplier undertakes to take delivery of the Equipment and to use it solely and exclusively for the purposes set forth in the Contract, with the utmost diligence, in accordance with its intended use and in compliance with the instructions and requirements for use and maintenance set out in the documentation delivered to it by the Purchaser or, in any case, according to the indications provided to it by the latter.

13.5. From the date of delivery indicated in the Delivery Report and until the time of the actual return of the Equipment to the Purchaser, the Supplier assumes the role of custodian of the Equipment and is fully liable for any damage to the Equipment, including its loss, tampering, destruction or damage, even if resulting from unforeseeable circumstances.

13.6. The Supplier also undertakes to:

(i) take care of the Equipment and keep it in perfect working order, providing at its own care and expense the maintenance necessary for the use and enjoyment of the Equipment, as well as to keep the Equipment in good condition and in a safe and properly functioning state;

(ii) not to make any changes to the Equipment that have not been agreed in advance in writing with the Purchaser;

(iii) use the Equipment solely and exclusively for the performance of the Contract, without the possibility of transferring its use and enjoyment to third parties, unless previously agreed in writing with the Purchaser;

(iv) promptly notify the Purchaser of any anomalies, non-conformities or malfunctions of the Equipment;

(v) prevent the Equipment from being subject to any form of privilege, charge, pledge, security or other type of guarantee and, in the event of judicial liquidation or other insolvency proceedings, or enforcement proceedings against it, take all necessary measures and actions to protect the Purchaser's right of ownership of the Equipment;

(vi) obtain insurance cover against the risks of fire and theft, either by means of a specific policy or by including them in the general policy of the industrial plant.

13.7. The Supplier is liable for any damage caused by the Equipment and undertakes to indemnify and hold the Purchaser harmless from any liability, both towards the Purchaser and towards third parties, for any damage, direct or indirect, connected with or arising from the use of the Equipment.

13.8. The obligations referred to in this article 13 shall remain in force until the termination of the Contract for any reason whatsoever, it being understood that the Purchaser may demand the immediate return of the Equipment without any obligation to give notice.

13.9. In any case, the Supplier is obliged to return the Equipment to the Purchaser in the condition in which it was at the time of delivery, except for normal wear and tear due to expert and diligent use.

13.10. The costs of delivering the Equipment to the Supplier's premises shall be borne by the Purchaser, while the costs of returning the Equipment to the Purchaser at the end of the Contract shall be borne by the Supplier.

Section V - Termination of the Contract

14. Withdrawal

14.1. The Purchaser shall have the right, without any charge or expense, or without incurring any obligation to pay compensation or indemnity:

(i) to withdraw from the Contract with 3 (three) months' notice;

(ii) to cancel, in whole or in part, Orders relating to Customised Products, by written notice sent to the Supplier, before delivery and within 5 (five) working days following the sending of the Order to the Supplier;

(iii) to cancel, in whole or in part, Orders for Standard Products, by written notice sent to the Supplier, before delivery and within 10 (ten) working days after the Order is sent to the Supplier.

15. Termination due to breach by the Supplier

15.1. In the event of a breach by the Supplier of its obligations under the Contract, the Purchaser has the right to contest the breach by means of a formal notice to comply, to be sent by certified email, setting a deadline of 15 (fifteen) calendar days. If the Supplier fails to comply within this period, the Contract shall be deemed terminated, without prejudice to the Purchaser’s right to compensation for any greater damage.

16. Express termination clause

16.1. The Purchaser, without prejudice to the right to compensation for any greater damage, has the right to terminate the Contract pursuant to and for the purposes of article 1456 of the Italian Civil Code, by written notice to be sent to the Supplier by certified email, in each of the cases provided for in the Contract and, in any case, in the following cases:

(i) violation of the principles and provisions of the Purchaser’s Code of Ethics and/or the Supplier Code of Conduct and/or Model 231, as well as in the event of the commission by the Supplier (or its Personnel) of one of the predicate offences provided for in Legislative Decree 231/2001 in the context of the activities covered by the Contract, even if not established by a final judgment;

(ii) violation of the provisions of article 21 of the GCP on anti-corruption;

(iii) violation of the provisions of article 23 of the GCP in relation to the fulfilment of social security, insurance and tax obligations in relation to its Personnel and of the provisions on environmental matters, as well as on the health and safety of workers;

(iv) violation of the provisions of article 24 of the GCP regarding the processing of personal data pursuant to the Privacy Regulations;

(v) breach of the prohibition on assignment and subcontracting referred to in article 27 of the GCP.

17. Force Majeure and suspension of the Contract

17.1. In the event of a Force Majeure event, the Parties may agree to suspend the performance of the Contract for the time strictly necessary for the cessation of the Force Majeure event that has occurred.

17.2. Events caused by, due to or in any case attributable to one of the Parties or to the Subcontractors are not considered Force Majeure events.

17.3. The Purchaser may at any time request the suspension of the performance of the Contract for justified reasons, with written notice of at least 10 (ten) working days, except in cases of proven urgency. In the event of suspension, the Supplier may not object or claim any sums, for any reason, in relation to the suspension. The Supplier's obligation to immediately resume the execution of the Contract once the cause of suspension has ceased remains unaffected. The Purchaser reserves the right to give the Supplier written notice if, once the causes of suspension have ceased, the Supplier does not immediately resume performance.

Section VI - Compliance

18. Property rights and industrial property - Confidentiality

18.1. With regard to the Standard Products, the Supplier declares and guarantees that it is the sole owner of all intellectual property rights or that it has a suitable licence to enable it to fulfil its obligations towards the Purchaser. The Supplier further warrants that the Standard Products and related documentation do not infringe any copyrights, patents or other industrial or intellectual property rights of third parties and that no infringement action relating to such Products or related documentation is pending or has been contested.

18.2. In the event of a breach of the foregoing article 18.1. or if the declarations referred to in the same article 18.1. prove to be false, the Supplier expressly indemnifies the Purchaser and third parties in general against any claim or action for recourse for infringement of patents, property rights, trademarks, copyrights and other similar rights protecting know-how or trade secrets, guaranteeing the lawfulness of the use and marketing of the Standard Products and assuming all costs, without exception, for the prompt settlement of the claim and compensation for any damage caused.

18.3. The Supplier grants the Purchaser a free, non-exclusive, irrevocable, worldwide licence, including the right to grant sub-licences, for a duration coinciding with the maximum period of legal protection of the intellectual property rights relating to the Standard Products (even if software is involved), in order to allow the Purchaser to use, sell, market and resell the Products, and to reproduce, translate and adapt the Product Documentation. If these intellectual property rights granted to the Purchaser are eligible for registration, the Supplier undertakes to register this licence granted to the Purchaser, in its nature as a sub-licence, in the register or registers designated for this purpose.

18.4. The Purchaser retains full and exclusive ownership of the industrial and intellectual property rights in respect of the Confidential Information and the Customised Products. The transmission of the Confidential Information pursuant to the Contract does not imply the recognition in favour of the Supplier of any right to the same and does not in any way prejudice the Purchaser's property rights (including exclusive rights) pursuant to the Regulations.

18.5. The Supplier undertakes to maintain the utmost confidentiality and secrecy with regard to the Confidential Information and to take all measures and precautions reasonably necessary and appropriate to prevent the disclosure and unauthorised use of such information.

18.6. In the event that the Supplier identifies, or has a reasonable suspicion that a security incident has occurred, relating to the safeguarding of Confidential Information and Customised Products, the Supplier shall inform the Purchaser promptly, and in any event within 24 (twenty-four) hours of discovery. The Supplier undertakes to cooperate with the Purchaser in any investigation of security incidents.

19. Prohibition of advertising

19.1. For any advertising or commercial information that refers to the commercial relations with the Purchaser, the Supplier undertakes to request prior express written authorisation from the Purchaser.

20. Code of Ethics, Supplier Code Of Conduct and Model 231

20.1. The Supplier declares that it has read and is familiar with the content of the Code of Ethics and the Model 231 published on the company website and undertakes to fully respect their principles and provisions in the performance of all activities covered by the Contract.

20.2. The Supplier undertakes to promptly inform the Purchaser of any situation or event that may constitute a violation of the (*i*) Code of Ethics, (*ii*) the Supplier Code of Conduct or (*iii*) the Model 231.

20.3. The Supplier undertakes to comply with and respect all the compliance policies and guidelines adopted by the Purchaser and available on the Purchaser's website.

21. Anti-corruption.

21.1. The Supplier undertakes to refrain from engaging in any conduct that may result in a violation of the applicable legislation on corruption in both the public and private sectors. Accordingly, the Supplier undertakes not to receive the offer, promise or giving of money and/or other benefits of any kind that are not due.

21.2. For the purposes referred to in article 21.1., the Supplier undertakes to comply with all applicable anti-corruption laws and regulations and not to engage, either by act or omission, in conduct that may result in the Purchaser being liable for a breach of such rules. The Supplier also undertakes to immediately inform the Purchaser of any event of which it becomes aware that may result in an unfair financial or other advantage under the Contract, and to provide the Purchaser with the necessary assistance to respond to any requests from the competent authorities in the field of combatting corruption.

22. Trade compliance

22.1. The Supplier represents and warrants that neither it, nor its beneficial owners, nor its supply chain are subject to economic or financial sanctions or trade restrictions imposed by the European Union, the United States of America (*e.g.* OFAC) or other competent authorities. The Supplier also guarantees that the Products and raw materials used do not come, directly or indirectly, from countries or territories subject to a total or partial embargo.

23. Management of Personnel and of environmental and worker health and safety aspects

23.1. In the performance of the Contract, the Supplier undertakes to fulfil all insurance, contribution and social security obligations relating to the activity carried out and to the Personnel. To this end, within 30 (thirty) days from the start of the performance of the Contract, the Supplier shall provide the Purchaser with the details of its registration with the social security and insurance institutions.

23.2. The Supplier declares that it applies to its Personnel the regulatory, economic, remuneration and contribution treatment provided for by the applicable Regulations, by the relevant National Collective Labour Agreement and, where applicable, by the regional, territorial and company agreements signed by the comparatively most representative trade unions at national level. Where applicable, the Supplier also declares that it employs foreign Personnel with a valid residence permit and in compliance with the legal requirements.

23.3. The Purchaser has the right to carry out checks aimed at ascertaining the Supplier's compliance with the statutory contribution and social security obligations. To this end, the Supplier undertakes to provide, upon the Purchaser's request, the appropriate documentation to prove compliance with the updated labour and social security obligations (by way of example, the DURC, a copy of the certificates regarding social security and INAIL payments).

23.4. The Supplier hereby undertakes to indemnify and hold the Purchaser harmless from any possible cost or damage, action, objection, dispute or claim, whether judicial or extra-judicial, and from disputes that may arise either directly with the Personnel or with the social security and/or welfare institutions or with any other authority for matters inherent in, connected with or in any case arising from the relationship between the Supplier and its Personnel.

23.5. The Supplier undertakes to comply with the regulations in force concerning the environment, health and safety in the workplace, including, by way of example but not limited to, Legislative Decree 152/2006 and Legislative Decree no. 81/2008, as well as the current legislation on energy and environmental sustainability, including, by way of example but not limited to, the applicable requirements of Legislative Decree 50/2016. To this end, the Supplier declares that it has adopted all the technical and organisational measures required by accident prevention regulations and by the provisions on occupational health and safety.

23.6. The Purchaser has the right to carry out checks aimed at ascertaining the Supplier's compliance with the obligations regarding the environment, occupational health and safety. To this end, the Supplier undertakes to provide, upon the Purchaser's request, the appropriate documentation to prove the fulfilment of these obligations.

23.7. If the Supplier is called upon to provide the Services at the Purchaser's Premises, the Supplier undertakes to:

(i) comply with and ensure that its Personnel comply with the company regulations and safety procedures as communicated by the Purchaser;

(ii) comply with all the precautions and prohibitions in force, including to prevent fire hazards.

23.8. The Supplier hereby undertakes to indemnify and hold the Purchaser harmless from any possible cost or damage, action, objection, dispute or claim, whether judicial or extra-judicial, and from disputes that may arise either directly with the Personnel, or with the social security and/or welfare bodies or with any other authority for matters inherent in, connected with or in any case arising from any accidents at work and/or damage in any way suffered by the Personnel and/or any damage caused by the Personnel to property or persons or to the Purchaser's Premises, including third parties with respect to the Contract, including the Purchaser's employees.

24. Processing of personal data and security incidents

24.1. The Parties undertake to process personal data in accordance with the Privacy Regulations. Each Party acts as an independent Data Controller with reference to the personal data of its employees, associates in various capacities, suppliers and customers communicated to the other Party for the purposes of entering into, managing and performing the Contract. Each Party is therefore responsible for fulfilling the obligations laid down in the Privacy Regulations for the processing operations for which it is responsible, including the provision of appropriate information to data subjects pursuant to article 13 and 14 of the GDPR.

24.2. The Parties undertake to process the personal data of which they become mutually aware as a result of or in connection with the Contract exclusively for purposes strictly related to its performance and for the time necessary to pursue such purposes, in compliance with the principles of lawfulness, fairness, transparency, purpose limitation and data minimisation. It is therefore forbidden for both Parties to use such data for their own purposes or for purposes other than those agreed.

24.3. Each of the Parties undertakes to notify the other Party, without undue delay and in any event in compliance with the time limits set out in article 33 GDPR, of any breach of personal data relating to the Contract or otherwise processed in connection with it of which it becomes aware and which it may suffer, providing all the information necessary and available to fulfil its respective obligations to notify the Supervisory Authority and/or to inform the data subjects.

24.4. In the event that the Supplier processes personal data of which the Purchaser is the data controller, the latter shall undertake to comply with all the obligations set forth in article 28 of the GDPR and with all matters better regulated between the Parties by means of a specific written deed of appointment.

24.5. In the event that the Supplier identifies, or has a reasonable suspicion that a security incident has occurred, in its IT systems with the characteristics set out in article 25 of the NIS 2 Implementation Decree, the Supplier undertakes to inform the Purchaser promptly and, in any case, within 24 (twenty-four) hours of

discovery. The Supplier also undertakes to cooperate promptly, providing all the necessary information if the IT systems or infrastructures to which it has access are also compromised.

24.6. The Supplier also undertakes to adopt minimum measures not less than those provided for in article 24 of the NIS 2 Implementation Decree for essential and important entities, in consideration of the fact that the Purchaser falls within the relevant scope of application and is required to put in place adequate safeguards for the prevention and management of IT security risks.

25. ESG System

25.1. The Supplier declares that it is informed about the initiatives and commitments undertaken by the Purchaser in the field of sustainability and ESG responsibility, and that it shares its principles and values.

25.2. The Supplier also undertakes to promptly notify the Purchaser of any circumstance, event or behaviour that may constitute a violation of the ESG principles adopted by the Purchaser.

Section VII - Applicable Law and Jurisdiction

26. Applicable law and place of jurisdiction

26.1. The Contract is governed by and shall be interpreted in accordance with Italian law, with the express exclusion of the application of the 1980 Vienna Convention on the International Sale of Goods and without reference to the provisions on conflict of laws.

26.2. All disputes to which the Contract may give rise shall be subject to the exclusive jurisdiction of the Court of Reggio Emilia.

Section VIII - Miscellaneous

27. Prohibition of assignment and subcontracting

27.1. The Supplier is required to inform the Purchaser in advance and to obtain its written consent if it intends to use one or more Subcontractors for the performance, in whole or in part, of the activities covered by the Contract. To this end, the Supplier undertakes to include in the contract with the Subcontractor all the obligations provided for in the Contract.

27.2. It is understood that the Supplier, even if it has obtained the Purchaser's consent pursuant to article 27.1., remains solely responsible for the correct and timely execution of the activities provided for in the Contract and is therefore fully liable to the Purchaser also for the work of the Subcontractors.

27.3. Without prejudice to the provisions of article 27.1. above, the Purchaser may proceed with the full or partial assignment of the Contract in favour of other Interpump Group companies, without prejudice to the obligation to promptly notify the Supplier, which hereby waives any objection in this regard.

27.4. The assignment of the Supplier's claims against the Purchaser, specific collection orders and other payment delegation systems are not permitted without the Purchaser's prior written authorisation.

28. Final provisions

28.1. If a provision of the Contract is deemed null and void or ineffective, the remaining provisions shall remain valid and effective between the Parties. In such cases, the Parties undertake to negotiate in good faith a replacement clause that reflects the original intent as closely as possible.

28.2. The failure or delay by either Party to exercise any of the rights or powers granted by the Contract shall not be construed as a waiver or forfeiture of such right and/or power.

28.3. The Contract contains the entire agreement between the Parties and supersedes any previous contract or agreement, whether written or oral, in relation to the subject matter of the Contract.

28.4. Without prejudice to the provisions of article 28.2. and 28.3. above, the Contract may not be amended except by written agreement again signed by the Parties.

[***Supplier's company name***]
Name and surname of the legal representative *pro tempore* [●]
Date [●]
Signature [●]

Specific signature pursuant to Articles 1341 – 1342 of the Italian Civil Code

In accordance with Articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read and hereby specifically accepts the following clauses:

- Article 2 – Acceptance of the Order;
- Article 4 – Terms of execution of the Order - delays - penalty;
- Article 5 – Verification of the delivery of the Products and the performance of the services;
- Article 7 – Installation and testing of the Products;
- Article 8 – Consideration and payment;
- Article 9 – Warranties;
- Article 10 – Additional responsibilities of the Supplier;
- Article 13 – Free loan for use of the Purchaser's Equipment;
- Article 14 - Withdrawal;
- Article 16 – Express termination clause;
- Article 17 – Force Majeure and Suspension of the Contract;
- Article 23 – Management of personnel and of environmental and worker health and safety aspects;
- Article 26 – Applicable law and jurisdiction;
- Article 27 – Prohibition of assignment and subcontracting.
- Article 28 – Final provisions.

[***Supplier's company name***]
Name and surname of the legal representative *pro tempore* [●]
Date [●]
Signature [●]