



## GENERAL CONDITIONS OF SALE CEPAS

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These general terms and conditions of the Contract ("General Conditions") govern the methods, terms and conditions governing all the services provided by Cepas S.r.l. ("CEPAS") and are effective towards the individual Client of CEPAS ("Client"). Unless otherwise agreed in writing with the individual Client in a specific way, all contracts for the provision of services stipulated by CEPAS with the Client are governed by the General Conditions which form an integral and substantial part of each offer, proposal, purchase order and confirmation of the purchase order of the services marketed by CEPAS and, once accepted in writing by the Client, the General Conditions apply to each individual service contract stipulated between CEPAS and the Client in derogation and mainly to any general conditions of the Client's purchase.

### 1. SCOPE OF THE ACTIVITY OF CEPAS

1.1 The services from time to time provided by CEPAS to the Client are those identified in the individual Contract stipulated between CEPAS and the Client following the acceptance by the Client of the contract proposal or the commercial offer that CEPAS has sent to the Client or following acceptance by CEPAS of the supply order sent to CEPAS by the Client ("Services").

### 2. METHODS OF EXECUTION OF THE ACTIVITY OF CEPAS

2.1 The Services will be provided by CEPAS in the interest of the Client for the period specified in the individual Contract stipulated between CEPAS and the Client ("Contract") or, in the event that the Contract does not specify for which period of time the Services must be provided, the Services will be provided by CEPAS for as long as necessary to achieve the result expected by the Client.

2.2 CEPAS only provides the Client with the Services as indicated in the Contract and, therefore, any other service or activity that the Client requires CEPAS to provide must be regulated by a specific Contract to be stipulated ad hoc between CEPAS and the Client.

2.3 CEPAS performs the Services with the diligence referred to in Article 1176 of the Civil Code, according to the uses of its profession and the rules of its art on the basis of documents, data and specific instructions provided to CEPAS by the Client (in the latter case where these instructions have been acknowledged and confirmed in writing by CEPAS) or, in the absence of instructions from the Client, on the basis (i) of what is indicated in the intervention request form signed by the Client or in the Contract; (ii) of rules, rules, practices, practices or professional practices applicable with reference to the specific performance in which the Services are expressed; (iii) the methods deemed most appropriate by CEPAS according to both the nature of the requested service and the technical constraints deriving from it, and the amount of the agreed fees.

2.4 CEPAS checks with the requested care and applies appropriate professional diligence regarding the selection and assignment of its personnel and the provision of its services, taking into account the state of knowledge and technology at the time of their execution and, if, in carrying out the Services, CEPAS delegates to duly qualified third parties as its own suppliers of all or part of the activity covered by the Services, CEPAS directly assumes responsibility for the work of its own auxiliaries and suppliers.

2.5 The Client agrees that CEPAS may subcontract or entrust to third parties its services the performance, in whole or in part, of the Services by transmitting to all of its auxiliaries all information relating to the Client whose knowledge of CEPAS is necessary for the provision of the Services. In the event that the services are rendered by CEPAS under the accreditation procedure, the faculty of subcontracting or entrusting to third parties will be limited to those activities for which the accreditation standard does not forbid the possibility.

2.6 Client acknowledges and accepts that CEPAS has the right to modify the Services in order to comply with the requirements of the applicable law on the subject provided that such modifications do not materially affect the nature and overall nature of the Services.

2.7 In carrying out the Services, CEPAS does not replace other subjects having the Client's cause (such as, by way of example, designers, architects, engineers, consultants, professional firms, builders, contractors, construction managers, artisans, managers, transporters), regardless of the intervention of CEPAS, they maintain responsibility towards the Client for all the duties for which they are responsible.

2.8 If within the mandate it has assigned to CEPAS the latter must use laboratories, in order to carry out activities related to the provision of the Services under the Accreditation scheme, only laboratories that (i) are accredited by ACCREDIA (sole accreditation body) will be used ) or by other accreditation bodies signatories to the "Multilateral Agreement" signed in EA (European co-operation for accreditation); (ii) where they do not have ACCREDIA accreditation, they comply with the UNI CEI EN ISO / IEC 17025 standard (with the clarification that it is the responsibility and responsibility of CEPAS to verify, with costs and charges borne by the Client, the work of the laboratories in compliance with this standard UNI CEI EN ISO / IEC 17025).

2.9 In the event that the services are to be rendered under the accreditation / notification regime, the contractual relationship between CEPAS and the Client is also applicable to the regulations and / or technical specifications issued by the same bodies in charge of accreditation / notification.

2.10 In the event that the Client is subject to bankruptcy proceedings, CEPAS may ask, at its sole discretion, to carry out an additional audit, possibly also in order to turn the certificate already issued in case of continuation of the activity authorized by the Delegated Judge.

2.11 If Client agrees now that Accredia ("Accreditation Body"), in order to ascertain that the evaluation methods adopted by CEPAS itself comply with the reference standards, may:

- involve its observers in the audits carried out by CEPAS;

- make direct visits to the Client, always through the use of their own personnel.

The participation of observers in the audits and / or any visit conducted directly through the use of staff of the Accreditation Body, is in any case previously agreed between CEPAS and the Client.

If the Client does not give his approval, the validity of the certificate is suspended until approval is granted, for a maximum period of 3 months.

After 3 months, in the absence of approval for the verification, the certification is revoked.

The assessment methods used by Accreditation Bodies are shown in the appropriate form regulations and / or communications / circulars available on their websites.

The Client undertakes from now on to make available to the Accreditation Body the documentation that CEPAS used as a reference during previous audits.

However, these checks / audits do not relieve the Client from his contractual or legal obligations.

### 3. DOCUMENTS AND REPORTS

3.1 All documents that the Client makes available to CEPAS to allow the latter to provide the Services and other documents that CEPAS should acquire by virtue of the provision of the Services will be considered by CEPAS exclusively as documents and information acquired without their content may result in CEPAS increasing the liability that CEPAS has assumed towards the Client pursuant to the General Conditions or an extension of the obligations that CEPAS has assumed towards the Client.

3.2 CEPAS has the right to communicate or transmit reports, certificates and other documents or informational supports issued by CEPAS to any third party where this is required by law and / or regulation applicable to CEPAS or by public authorities having jurisdiction over CEPAS or on the Client.

3.3 The reports, certificates and documents issued by CEPAS upon the performance of the Services may be reproduced exclusively by the Client and in full, with further clarification that any reproduction or partial quotations of such reports, certificates or documents must be previously authorized in writing by CEPAS and that the use of such reports, certificates or documents outside the context of specific purposes for which such reports, certificates or documents have been prepared by CEPAS will never imply any responsibility of CEPAS both towards third parties that towards the Client.

3.4 In consideration of the fact that the reports, certificates and documents issued by CEPAS are based on information, documents and data that have been made available to CEPAS by the Client, CEPAS does not guarantee the accuracy of the information contained in the reports, in the certificates and in the documents issued by CEPAS, neither CEPAS guarantees the quality of the results or the effectiveness or relevance of the conduct that the Client will consider independently in the light of the results of the information contained in the reports, certificates and documents issued by CEPAS.

3.5 The Client acknowledges and expressly accepts (i) that none of the reports, certificates and documents issued by CEPAS constitutes or may be interpreted or used as a guarantee, even partial, having as its object the absence of faults and / or defects the operation of any equipment, apparatus or installation in relation to which CEPAS has carried out the Services; (ii) that no liability can be attributed to CEPAS with reference to damages, costs, charges or expenses incurred by the Client as a result of any risk, defect, defect or non-conformity of the goods, equipment, apparatus or installations in relation to which CEPAS has the Services that have been identified after the provision of the Services have been carried out or, in any case, the identification of which was made possible by technologies, know-how or technical skills not available at the time the Services were provided.

### 4. CLIENT COMMITMENTS AND RESPONSIBILITIES

4.1 The Client undertakes (i) to provide CEPAS with its maximum collaboration and to provide CEPAS with all the information and documents necessary to enable CEPAS to carry out the Services in a diligent, efficient and correct manner; (ii) to ensure that the documents, instructions and information delivered to CEPAS to enable it to perform the Services are reliable, truthful, clear and understandable; (iii) to ensure compliance with all the safety requirements in the workplace in which the Services will be carried out and to ensure that the information on the risks of the workplace and on the prescriptions is supplied to the staff assigned by CEPAS for the provision of the Services in the field of occupational safety applicable therein, whether the Services are carried out on their own sites or on third party sites; (iv) to perform - assuming therefore the exclusive responsibility - the operational activities and the manoeuvres on the plants that are necessary for the best performance of the Services; with the clarification that, during the period in which the Services are carried out by CEPAS, the Client will retain responsibility for the management, use and surveillance of systems, equipment and appliances that are the object of the Services; (v) to refrain from mentioning, for advertising or promotional purposes, the intervention of CEPAS in the absence of a prior written agreement with CEPAS or from using the CEPAS trademarks or logos in a way that is different from what is sometimes agreed with CEPAS; (vi) to indemnify and hold CEPAS harmless from any liability, cost, expense or expense that CEPAS is called upon to incur also against third parties as a result of or due to actions or omissions committed by the Client with intent or serious intent fault or in the event that the Client has violated even one of the General Conditions.

4.2 The Client is obliged (i) to inform CEPAS in writing of any involvement in proceedings concerning the application of liability legislation, if said procedures are inherent, connected or connected to the Services that CEPAS must provide on behalf of the Client and the Client acknowledges and accepts that, when CEPAS has been informed of such situations, CEPAS is obliged to notify the competent accreditation body or, in any case, to give evidence during surveillance visits, (ii) to allow the access to CEPAS staff and accreditation / notification bodies at their sites and sites.

### 5. RESPONSIBILITY OF CEPAS

5.1 Without prejudice to the case in which the performance of the Services involves the solution of technical problems of special difficulty, in which case Article 2236 of the Italian Civil Code will apply, CEPAS's liability will be limited according to the following: without prejudice to cases of fraud or gross negligence, in relation to which it will not operate any limitation of liability, the maximum liability that CEPAS can sustain as a result of any claims of the Client in relation to the provision of the Services and for damages resulting from breach of contract or extra-contractual liability, will be limited to the emerging damage (with the express exclusion of the loss of profit) and, in any case, can not in total exceed an amount equal to the greater between an amount of Euro 25,000.00 (twenty-five thousand / 00) and twice the total amount of the fees paid by the Client to CEPAS for the provision of those Services that have determined the responsibility of CEPAS to the Client, with the clarification that, where the amount of the fees paid by the Client to CEPAS for the provision of those Services that have determined the responsibility of CEPAS to the Client correspond to an indivisible set of services, their distribution, to order to allow the calculation of the indemnity due from CEPAS to the Client, will be carried out proportionally to the time dedicated to the execution of each service.

5.2 In consideration of the circumstance for which CEPAS does not assume any direct contractual obligation towards the assignees of the Client, without prejudice to the mandatory provisions of law, the Client undertakes to indemnify and hold harmless CEPAS and its auxiliaries from any claims that may be made against CEPAS and its auxiliaries by third parties in relation to the performance of the Services.

5.3 The Client undertakes to notify CEPAS in writing of any complaint concerning the provision of the Services, under penalty of forfeiture of any right to any indemnity, compensation or indemnity whatsoever, within 30 (thirty) days from the day on which the facts likely to determine the responsibility of CEPAS to the Client with the further clarification that any action of the Client against CEPAS in relation



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to any liability of CEPAS to the Client or his claimants with reference to the provision of the Services shall be considered definitively declined 6 (six) months from the completion of the Services by CEPAS, except for any specific legislative prescription.

### 6. FEES

6.1 CEPAS reserves the right to review and amend its charges at least annually and, in any case, automatically after the first three years cycle; these charges will be adjusted to take into account the increase in the consumer price index for blue and white collar worker households (FOI), any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.

6.2 Notwithstanding clause 6.1, CEPAS will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonable control of CEPAS or if the Client requests any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then CEPAS reserves the right not to commence or continue with the provision of the Services, or any part hereof.

6.3 Unless otherwise agreed from time to time with the Client in writing, the Considerations must be paid to CEPAS within 30 (thirty) days from the date of issue of the relevant invoice by CEPAS or, in the event that this date could not be determined, from the date of completion of the provision of the Services.

6.4 In the event that the Client should omit the payment of the Fees due to CEPAS on the relevant payment date, without prejudice to any other right of CEPAS pursuant to the applicable law (and without prejudice to the Client's obligation to pay CEPAS the default interest on Fees not paid to CEPAS) (i) CEPAS has the right to suspend the provision of the Services and (ii) the Client can not use, even partially, any certification, certification or report produced by CEPAS, nor can it rely on it to the full payment by the Client of the Charges due, default interest for late payment and any other expenses to which CEPAS has the right to payment as a result of the default or delayed payment of the Fees by the Client.

6.5 The Client acknowledges and expressly accepts that the Consideration is due to CEPAS even if CEPAS can not issue its certification, certification or report for any reason connected to the results obtained in connection with the provision of the Services for the issue of such certifications, attestations or reports.

6.6 In the event that the Client requests CEPAS to change the timing of the provision of the Services that CEPAS has already planned and agreed with the Client with a notice of less than 10 (ten) working days or communicate to CEPAS the same day it would be owed to carry out a certain activity concerning the provision of the Services the intention not to carry out such activity, CEPAS has in any case the right to invoice the Client the entire Costs agreed with the Client with reference to the deferred or cancelled service provision and to charge the Client the relative expenses that CEPAS had to support.

6.7 Pursuant to and for the purposes of article 1252 of the Italian Civil Code, the Client expressly accepts that CEPAS can offset, by means of a simple written communication sent to the Client, any credit that CEPAS has towards the Client with any debt that CEPAS has towards the Client and without this being prejudicial to CEPAS the exercise of other rights attributed to CEPAS by the applicable law.

6.8 The Client acknowledges and expressly accepts that the special conditions of the Contract stipulated between CEPAS and the Client may provide that the full payment of the Fees due to CEPAS for the provision of the Services must be completed prior to the release by CEPAS of the certification, of the attestation or report whose release is scheduled for completion of the provision of the Services.

6.9 The Client authorizes CEPAS, in case of its own default and / or delay in paying CEPAS of the invoices issued by it, to issue invoices with direct remittance or prepayment before carrying out the surveillance activity, activity subject to payment of the invoices themselves.

### 7. FORCE MAJEURE

7.1 No responsibility can be attributed to CEPAS in the event CEPAS is unable to perform the services due to the occurrence of any force majeure event occurring independently of or outside the sphere of reasonable control of CEPAS with the clarification that CEPAS will have the right to obtain from the Client a reasonable extension of the deadline for the completion of the Services previously agreed with the Client in order to allow CEPAS to fulfill its obligations once the force majeure event ceases.

7.2 In the event that the force majeure event continues for more than 90 (ninety) calendar days, the Contract stipulated between CEPAS and the Client will be automatically resolved with the clarification that, in this case, the Client will still have to pay CEPAS the Consideration accrued in relation to the Services effectively provided by CEPAS up to the date of occurrence of the force majeure event, as well as reimbursement to CEPAS for all the costs and charges that CEPAS has incurred for the provision of the Services until that date.

7.3 For the purposes of this paragraph 7, "Force Majeure Event" means, including but not limited to, conflict, civil war, coup d'état, acts of terrorism, sabotage, currency restrictions, embargoes, sanctions, acts of authority, whether lawful or not, compliance with any law, regulation or governmental order, application of security and/or restrictive measures applied in compliance with laws or authoritative acts, expropriation, seizure, nationalization, plague, epidemic, pandemic, extreme natural event, explosion, fire, destruction of equipment, prolonged interruption of transportation, telecommunications, information system or energy and raw material supplies, strike and/or lockout, occupation of factories and premises. "Epidemic" means the rapid propagation, over a greater or lesser area, of a contagious disease, and "Pandemic" means the propagation, in at least two continents, through strong human-to-human transmission, of a disease typified by the effectiveness and rapidity with which it spreads.

In the event of Epidemic or Pandemic, and should the Parties have agreed the terms and conditions for the prosecution of the Contract pursuant to paragraphs 7.1 and 7.2 above, they undertake to execute the Contract in compliance with any provisions or safety measures adopted to comply with laws, regulations and/or orders of the competent public authorities (such as, but not limited to, the obligation of social distancing, the use of personal protective systems, the sanitization of the premises of the locations where the Services are performed), until the earliest of (i) the date of release by the World Health Organization, or by the competent authorities, of a declaration of the cessation of the Epidemic or Pandemic, as the case may be, and (ii) the date occurring on the 30th day of the cessation of any restrictive measures introduced on a local basis by the competent authorities in order to reduce the propagation of the Epidemic or Pandemic in the territory of the State(s) where the Services must be executed.

The Customer shall notify CEPAS of any postponement or cancellation by the Customer of the terms to execute the Services or the site visits with 5 (five) business days' notice. Should the Customer do not comply

with such notice obligation, it shall be liable to pay penalties set forth in the Contract with regards to unexecuted visits/inspections.

Should an increase in the cost of performing the Services for CEPAS occur due to any update in the applicable laws (with the exception of amount due due for overtime work as regulated by the Contract), the fee due for the Services shall be increased in accordance with said cost increases, subject to CEPAS submission of the relevant evidence.

In the case of delay exceeding 7 calendar days for payment of the fees due to CEPAS by the Customer pursuant to the Contract or other agreement entered into by and between the Parties, CEPAS shall reserve the right to suspend, in whole or in part, the execution of the Services until the delayed payment is received or to require prepayment before the Services are resumed or continued.

### 8. DURATION OF THE CONTRACTUAL RELATIONSHIP - WITHDRAWAL

8.1 The contractual relationship established between CEPAS and the Client has the duration indicated in the offer of the Services that CEPAS has formulated to the Client (the "Offer") and that has been accepted by the Client.

8.2 Except as otherwise provided in the Offer, in the event that the Services provide for a certification cycle that contemplates the execution by CEPAS of maintenance checks, at the expiry of the duration indicated in the Offer, the contractual relationship established between CEPAS and the Client will be automatically and tacitly extended for a further period equal to its first initial duration, unless the Client has prevented this automatic renewal by means of a notice of termination.

This communication will be sent in writing to CEPAS in the following way:

150 (one hundred and fifty) days before the expiry date of the certificate issued by CEPAS upon completion of the Services, in the event that the frequency of maintenance checks carried out by CEPAS is at least 12 months or more

90 (ninety) days before the expiry date of the certificate issued by CEPAS upon completion of the Services, in the event that the frequency of maintenance checks carried out by CEPAS is less than 12 months.

Without prejudice to the right of the Client to withdraw from the Contract with CEPAS in compliance with the provisions of paragraph 8.3 below.

8.3 Without prejudice to different agreements made in writing between CEPAS and the Client, the Client has the right to withdraw from the Contract with CEPAS at any time by written notice sent to CEPAS in this regard, provided that, in this case, the Client must correspond to CEPAS (i) all the Fees accrued in favour of CEPAS for the provision of the Services rendered up to the date on which the withdrawal of the Client will have effect; (ii) the reimbursement of all costs, expenses and charges incurred by CEPAS for the provision of the Services rendered up to the date on which the withdrawal of the Client will have effect, (iii) an amount, by way of indemnity for early termination from the Contract, equal to 40% (forty percent) of the total amount of the Charges that the Client would have paid to CEPAS if the Client had not withdrawn and CEPAS had regularly executed the Contract until its natural cessation, without prejudice to any other right that the General Conditions attribute to CEPAS.

The provision referred to in the aforementioned point (iii) on the subject of indemnity for the early withdrawal of the Client, will not apply to the certification of services of companies operating in accordance with EC Regulations no. 303/2008, n. 304/2008, D.p.r.n. 43/12 and RT 29 Accredia.

8.4 With the clarification that, in the event that the termination of the Client from the Contract with CEPAS is a consequence of a change in the law that regulates the activities that the Client has delegated to CEPAS under the Contract with the same stipulated, a change to the rules of certification determined by CEPAS, of an amendment related to the accreditation / notification / authorization rules to which CEPAS is subject or of an amendment to the technical standards of reference for the client in relation to the specific activity that CEPAS will carry out, the Client will be held to pay CEPAS only all the Fees accrued in favour of CEPAS for the provision of the Services rendered up to the date on which the withdrawal of the Client will have effect and the reimbursement of all costs, expenses and charges incurred by CEPAS for the provision of Services rendered up to the date on which the Client's withdrawal will have effect. The penalty for withdrawal as determined above will apply to the Client even in the presence of behaviours held by them and similar to the formal withdrawal (by way of example and not exhaustive: transfer of the certificate to another body, revocation of certification resulting in suspension of the same to due to the Client's failure to schedule and / or receive the inspection by CEPAS).

8.5 CEPAS has the right to withdraw from the Contract with the Client at any time by written notice to be sent to the Client at least 30 (thirty) days prior to the date on which such withdrawal will take effect and without Client has the right to take any compensation, compensation or indemnity from CEPAS, with the clarification that, when such withdrawal becomes effective, the Client (s) shall immediately pay to CEPAS all the invoiced but not yet paid to CEPAS (notwithstanding any different payment terms agreed with the Client or resulting from the General Conditions) as well as any other amount due to CEPAS in any capacity, (ii) promptly return all documents, equipment, equipment and machinery to CEPAS that CEPAS has eventually made available to the Client (which, therefore, until such a refund will be considered a deposit a trust and custodian to all legal effects), without prejudice to the acquired rights of CEPAS and the responsibilities of the Client pursuant to the applicable law and the General Conditions.

8.6 With reference to services to be provided exclusively under accreditation or authorization in accordance with the law, in the event that, for any reason, the accreditation or certification of CEPAS or of the subject under whose accreditation or authorization CEPAS fails, performs the service object of the Contract, the Contract itself will be resolved automatically and the Client can not claim from CEPAS any compensation for damages or reimbursement of any expenses.

### 9. SUSPENSIONS AND WITHDRAWALS (CERTIFICATION)

In the case of certification activities, the certification can be suspended by CEPAS through written communication, to be sent also via pec to the address communicated by the Client at the signing of the Contract, to resort to even one of the following conditions: (i) Major non-conformities during a maintenance audit, when the verification group proposes the immediate suspension of the certification (ii) Persistence of a non-conformity already reported previously and ascertained as a result of further verification (iii) Failure of the Client to implement the corrective actions required within the established time (iv) The existence of serious deficiencies related to the Client's management system based on complaints, legal actions and other objective evidence, even if not deriving from inspections. (v) Refusal by the Client to carry out periodic checks within the time limits provided or refusal to carry out the checks that the technical committee of CEPAS deems necessary for the assessment of complaints, legal actions and other objective evidence of shortcomings also emerged outside of the audits or lack of



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readiness on the part of the Client to receive the inspection already agreed between CEPAS and the Client or in the event that the Client engages in behaviours such as to hinder the verification itself (vi) Formulation by CEPAS of an exception of non-compliance communicated to the Client pursuant to Article 1460 of the Civil Code (vii) Incorrect use or misleading certification issued by CEPAS. (viii) Conduct by the Client such as to affect the commercial and business reputation of CEPAS (ix) Failure to notify CEPAS by the Client of the existence of legal proceedings in progress. (x) Express Client request. The costs incurred by CEPAS deriving from the provision for suspension of the certificate for the reasons indicated above are the responsibility of the Client who will provide for the relevant payment upon issue of the invoice by CEPAS.

The duration of the suspension can not be longer than six months and does not change the validity period of the Contract. The certification can be withdrawn by CEPAS to resort to even one of the following conditions: (i) if, after the suspension period, the circumstances that determined it have not been removed and despite the formal notice communicated in writing from CEPAS to the Client with assignment to the Client of a reasonable term to remedy the situation that led to the suspension of certification; (ii) if the severity of the Client's behavior, supported by irrefutable objective evidence, makes it necessary to protect the image of CEPAS by means of urgent measures that are the subject of an appeal to the judicial authority; (iii) if the Client is in a state of default in paying the invoices issued by CEPAS for the certification activity and this status lasts beyond 7 days from receipt of the payment notice sent to the Client.

The certification issued by CEPAS can be canceled by CEPAS in the event that the Client requests CEPAS to withdraw from the contractual relationship established with CEPAS by registered letter R / R.

### 10. RESIDUAL PROVISIONS

10.1 Upon termination of the Contract between CEPAS and the Client, for whatever reason it has occurred, each Party undertakes to return to the other or, as required by that Party, destroy all data, information, documents to the other Party that they are in his possession and that they are confidential (or that they have been classified as confidential by the interested party even near the termination of the Contract), without prejudice to the right of CEPAS to keep a copy of any data, information, document inherent to the Client or to its activity whose conservation is foreseen by the archiving policies applied in CEPAS or is required by legal or regulatory provisions applicable in the matter or by instructions or recommendations issued by accreditation bodies.

10.2 During the validity period of the Contract established between CEPAS and the Client and for the 12 (twelve) months following the termination of the same, for whatever cause such termination occurred, the Client undertakes - directly or indirectly - not to contact, solicit, incentivize to resign or offer work or opportunities for collaboration or advice to the employees of CEPAS and to the auxiliaries whose performances CEPAS has availed in the execution of the Services in the absence of the prior written consent of CEPAS.

10.3 Where there is an incident of insolvency, seizure, attachment, liquidation, transfer of assets to their creditors, recovery plans, preventive agreements or if the Client ceases or threatens to cease the continuation of his business company or in any other case where CEPAS can reasonably fear that one of the events mentioned above is about to occur, without prejudice to any other right of CEPAS, CEPAS has the right to suspend the provision of the Services and not to execute any supply orders received from the Client, promptly informing the Client, and without this implying the Client's right to obtain any compensation, price reduction, compensation or reimbursement of any kind and, in such case, all the Fees due to CEPAS still unpaid from the Client they will become immediately demandable from CEPAS in spite of every other precedent different agreement intercoms or with the Client or in spite of any other different provision contained in the General Conditions.

10.4 Any waiver by CEPAS to claim a default by the Client can not be interpreted as a waiver to claim a further non-fulfilment of the same nature or any other non-fulfilment.

10.5 The Client acknowledges and expressly accepts (i) that the collection and processing of their data by CEPAS is carried out for purposes strictly connected and instrumental to the management of the Contract or its execution, for purposes related to the fulfilment of obligations law, regulations and community regulations and, in any case, in compliance with the provisions contained in the Legislative Decree 30-6-2003, n. 196 ("Decree"), in the EU General Regulation on the protection of personal data n. 679/2016 (hereafter "GDPR") and the information provided for in Article 13 of the Decree and referred to in articles 13 and 14 of the GDPR that the Client declares to have viewed on the CEPAS website [www.cepas.it](http://www.cepas.it); (ii) that their data may be stored in part on paper files and partly on electronic files, in compliance with the security measures provided for by the Decree and the GDPR and that such data will not be disclosed to the outside except in cases where this will be necessary in execution of a legal obligation (detailed information on the Client's rights are available on the website [www.cepas.it](http://www.cepas.it)); (iii) that the owner of the processing of his personal data is Cepas S.r.l. with registered office in Rome, Viale Mario Bianchini n. 13/15, tax code and registration number in the Rome Companies Register 12493241009; (iv) that Article 7 of the Decree and Article 15 of the GDPR confer on the Client the power to exercise specific rights for their protection.

10.6 The Contract and / or any credit that it may derive from it can not be transferred by the Client to third parties without prior written authorization from CEPAS. CEPAS may transfer to subsidiaries and / or affiliates pursuant to art. 2359 cc of this contract. The sale will not result in a change in the conditions applied to the Client.

The Client declares to be aware of the fact that CEPAS has adopted its own Code of Ethics available for viewing and downloading from the CEPAS website ([www.cepas.it](http://www.cepas.it)) and that, therefore, will operate in

full compliance with the same with regard to the aspects integrity, fight corruption, fairness of business relationships, confidentiality, conflicts of interest, security, preventing and sanctioning any behavior that differs from the provisions of this Code of Ethics.

10.7 The Client undertakes, (i) to respect all the contents of the Code of Ethics of CEPAS; (ii) not to engage in acts or behaviors such as to determine a violation of the Code of Ethics; (iii) to adopt and implement, where necessary, procedures suitable for preventing said violation; (iv) to assume any responsibility deriving from the violation of the principles, rules and provisions contained in the Code of Ethics, keeping CEPAS unharmed from any liability, expense or expense that CEPAS itself is called upon to incur in this regard; (v) to promptly notify CEPAS of any violations of the principles, rules and provisions contained in the Code of Ethics of which he has come to know about the activity object of the Contract.

### 11. EXPRESS RESOLVED CLAUSE

11.1 The parties agree that, in addition to what is generally provided by art. 1453 c.c. for cases of non-fulfilment of contractual obligations, constitute grounds for termination of the Contract on the initiative of the Client pursuant to art. 1456 c.c. the following hypotheses:

- the Client is subject to bankruptcy proceedings;
- Client behaviour contra legem;
- inaccuracies or non-conformity of the data provided by the Client to CEPAS for the stipulation of the Contract;
- the Client does not allow auditing activities, directly or by participating in those carried out by CEPAS, by Accredia;
- the Client cites, for advertising or promotional purposes, the intervention of CEPAS in the absence of a prior written agreement or use the trademarks or logos of CEPAS in a way that is different from what is in turn agreed with CEPAS itself;
- the Client assigns to the third party the Contract and / or any credit that it may derive from prior written authorization from CEPAS;
- breach by the Client of the principles, rules and provisions contained in the Code of Ethics and in the basic safety standards adopted by CEPAS.

11.2 This resolution will occur from the date of receipt of the communication sent by registered letter with return receipt or PEC, with which CEPAS declares that it intends to make use of this express termination clause, without prejudice to the right to compensation for any consequent damage.

### 12. APPLICABLE LAW AND JURISDICTION

12.1 For anything not regulated by the General Conditions, the provisions contained in the Italian Civil Code will be applied, in a residual manner.

12.2 The General Conditions are governed by and interpreted in compliance with Italian law with the exception of the law relating to conflicts of law.

12.3 Any dispute in any case connected to these General Conditions will be referred to the exclusive jurisdiction of the Court of Milan.

**For acceptance**

Date: \_\_\_\_\_

The client

Stamp and signature \_\_\_\_\_

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Client specifically approves the clauses provided for in the following articles: article 2.5 (on subcontracting), 2.6 (on the CEPAS right to modify the Services), 2.10 (on the subject of bankruptcy proceedings against the client), 2.11 (on the subject of the Accredia audit), article 3.3 (on the subject of the Client's right to reproduce the reports, certificates and documents issued by CEPAS during or after outcome of the provision of the Services), 3.4 (on the subject of limitations on the guarantee regarding the accuracy of the information contained in the reports, in the certificates and documents issued by CEPAS during or after the performance of the Services); 3.5 (on the subject of limitations on the use of reports, certificates and documents issued by CEPAS during or after the performance of the Services and the responsibility of CEPAS); Article 4 (Commitments and responsibilities of the Client), Article 5 (Responsibility of CEPAS), Article 6 (Fees), Article 7.2 (on the resolution of the Contract due to force majeure events), Article 8 (on the subject of automatic renewal and renewal of the Contract, on the matter of withdrawal from the Contract by CEPAS or the Client, on the subject of penalties and on the issue of automatic resolution), Article 9 (Suspension and Withdrawals), article 10.2 (on the Client's commitments during the validity and following the termination of the Contract), article 10.3 (regarding the right of CEPAS to suspend the provision of the Services and to demand payment of the Fees), article 10.5 (on the subject of data processing), article 10.6 (on the subject of transfer of the Contract), Article 10.7 (on the subject of the Code of Ethics), Article 11 (Express Closing) and 12.3 (on the subject of exclusive jurisdiction in the event of disputes).

**For acceptance**

Date: \_\_\_\_\_

The client

Stamp and signature \_\_\_\_\_

### NOTICE:

This English translation is done by machine and in any case of differences between original Italian (original) text and this translation, the Italian (original) text as primary shall be used only.

Document is valid in case that Italian (original) or/and English translation is signed by Client.