

Industrie De Nora S.p.A.  
 De Nora Water Technologies Italy S.r.l.  
 De Nora Italy S.r.l.  
 De Nora Italy Hydrogen Technologies S.r.l.  
 Capannoni S.r.l.

## General Conditions of Purchase ("General Conditions")

### 1. The Contract

These General Conditions apply to the purchase of products, components, materials or other goods (hereinafter the "Goods") and/or services (hereinafter, the "Services") by either De Nora legal entity mentioned above (each of them, the "Purchaser") from any supplier of such Goods and/or Services (the "Supplier"). The Purchaser and the Supplier are referred to individually as a "Party" or collectively as the "Parties". The Goods and/or the Services described in the purchase order issued by the Purchaser and signed for acceptance, or tacitly performed, by the Supplier ("Purchase Order"), together with any related specifications, drawings or other documents expressly incorporated or referred to in the Purchase Order and these General Conditions are hereinafter, collectively, referred to as the "Contract". In the absence of specific written acceptance by the Supplier, the Supplier will be deemed to have tacitly accepted the Contract (including these General Conditions) upon commencement of the supplies of Goods and/or Services set forth in the Purchase Order.

The Contract shall not be varied and no conditions contained in any quotations, letters, advice notes, invoices or other communications or forms issued by the Supplier shall annul or vary them, unless expressly agreed by both Parties in writing.

### 2. Assignment and Subcontracting

The Supplier shall not assign nor sub-contract the supply of the Goods and/or the Services, in whole or in part, nor any right, obligation or claim hereunder, without the prior written consent of the Purchaser. Should the Purchaser consent in writing to the assignment or sub-contracting of the whole or any part of the supplies set forth in this Contract to any third party, such consent shall not in any way relieve the Supplier from its obligations under the terms of the Contract and Supplier may proceed with such assignment or sub-contract, provided that the following conditions are met: (a) the third party has the competences, experience, resources, certifications and authorizations that are necessary to provide the Goods and/or Services in line with the highest standards in the relevant field; (b) Supplier will provide Purchaser with any information and/or document requested by Purchaser to verify the compliance by the third party with the provisions of the Contract; (c) the third party accepts, and is bound to comply with, the provisions of the Contract; (d) Supplier will indemnify and hold Purchaser harmless from any claims which may be brought by the third party against Purchaser; and (e) Supplier remains fully liable toward Purchaser for any damages, costs, expenses (including but not limited to attorney fees) and sanctions suffered and/or incurred by Purchaser as a consequence of any action or omission of the

third party.

This Contract shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the respective Parties.

### 3. Goods and Services

The Supplier shall provide the Goods and/or the Services and the Purchaser shall pay the Supplier the prices in accordance with Section 4 of these General Conditions. The Supplier warrants to the Purchaser that it is expert in the provision of the Goods and/or Services and shall not deviate from any provision of the Contract unless prior approval to do so has been obtained in writing from the Purchaser.

The Supplier warrants to the Purchaser that the Goods and/or the Services:

- (a) will be performed by appropriately qualified, trained and experienced personnel, with due care, skill and diligence, in accordance with high industry standards of quality, and that such personnel are competent in relation to any equipment used in the performance of the Contract; the Supplier, upon request, shall promptly provide evidence of the qualification of any personnel involved in the performance of the Contract;
- (b) will be of merchantable quality and fit for any purposes held out by the Supplier or referred to in the Contract;
- (c) will be free from material defects;
- (d) will be new and unused and free and clear of any liens and encumbrances;
- (e) will correspond in all material respects with any relevant specifications, samples, drawings and/or descriptions which forms part of the Contract and/or provided by Purchaser;
- (f) will comply with any applicable performance or service levels or any other key performance indicators, as may be indicated in each Purchase Order and/or by Purchaser;
- (g) will comply with all applicable quality assurance standards, statutory requirements and Applicable Laws (as defined in Section 16 hereunder); and
- (h) will be formulated, designed, constructed, finished and packaged so as to be safe and without risk to health.

The Supplier shall act as an independent contractor and neither the Supplier nor its employees shall be, nor be deemed to be, either expressly or impliedly, employees of the Purchaser. This Contract does not create any partnership between the Purchaser and the Supplier.

#### 4. Payment Terms

The prices specified in the Contract are fixed and firm and are not subject to escalation, also with express derogation to article 1664 of the Italian Civil Code. Any costs for the measures taken in order to remove or at least minimize health and safety risks deriving from the interferences pursuant to the applicable provisions of the Legislative Decree 81/2008, if any, shall be indicated in the Purchase Order. **To the extent permitted by law, and unless otherwise agreed by the Parties in the Purchase Order, the Purchaser shall deliver payment due to the Supplier within 90 days after Purchaser's receipt of undisputed invoice, following delivery of the Goods and/or completion of the Services as specified in the Purchase Order.** All prices include all sales, use, excise, ad valorem, property, *tariffs, duties, levies or other governmental charges or assessments of any kind, whether domestic or foreign, which are enacted or become effective before or after the date of this Contract* due or applicable to the supply of the Goods and/or the Services. The Supplier shall be responsible for and pay all taxes, including, but not limited to, sales, use, license, income taxes, social security or similar contributions or business and occupation, and any other fees, duties or assessments incurred or assessed on the Supplier and/or its employees as a result of this Contract. The Supplier shall be responsible to pay all remuneration and benefits due to the Supplier Employees (as defined in Section 29 hereunder) under any individual or collective agreement and/or pursuant to any Applicable Laws.

If the Purchaser disputes any item in any invoice, in whole or in part, then the Purchaser shall be liable to pay only the undisputed portion of such invoice until such time as the Purchaser and the Supplier have reached a written agreement as to the disputed amount. The Purchaser shall promptly notify the Supplier of any such disputed amount.

The Purchaser shall be entitled to set-off against the amounts payable to the Supplier under this Contract any amount owed to the Purchaser by the Supplier on any account and howsoever arising.

#### 5. Invoicing.

The Supplier shall issue separate invoices for each Purchase Order number. The Purchaser will not accept nor process for payment any invoice unless its Purchase Order number appears thereon.

#### 6. Drawings and Technical Data

Any deviation from or modification to the specifications or the drawings included in the Contract is expressly subject to the Purchaser's prior written approval. If the Supplier considers there is any omission, inconsistency or inaccuracy in such specifications or drawings or that any modification should be made in order to deliver the Goods and/or the Services in accordance with Section 3, the Supplier shall immediately notify the Purchaser in writing. The Supplier agrees that all documents, drawings or other deliverables created or produced by Supplier in connection with this Contract are works made for hire, or if they do not so qualify, the Supplier agrees to assign all rights and title in all such work and documents to the Purchaser. Whether or not the Purchaser shall have indicated his approval, the Supplier

shall at all times remain solely responsible for the accuracy of any drawings or technical data related to the Goods and/or the Services.

#### 7. Labor, Plant and Materials

Except where specified to the contrary, the Supplier shall provide all labor, tools, plant, equipment and materials to ensure the proper and workmanlike performance of the Contract. Materials shall be new and of appropriate quality. With respect to the equipment necessary to carry out the Services, if any, the Supplier warrants that it shall only use equipment owned by the Supplier or on which the Supplier has legal right, even if owned by third parties or by the Purchaser. In the performance of the Services, the Supplier shall use materials, equipment, machinery, control instruments and facilities that comply with the requirements established by any applicable laws concerning safety and prevention of incidents on the workplace. The Supplier also undertakes to carry out the maintenance of the aforesaid items, in order to constantly comply with any Applicable Laws.

#### 8. Progress Checks, Inspections and Tests

The Purchaser shall be entitled, at its discretion (having given the Supplier reasonable prior written notice) to check progress under the Contract, to inspect the Goods and/or any work regarding the Goods (and/or the Services pursuant to Article 1662 of the Italian Civil Code), and to make such tests as are prescribed in the Contract, during the performance of the Contract and before delivery of the Goods and/or the Services. The Supplier shall afford the Purchaser's or Purchaser's client's representative every facility for such purpose, including access to the Supplier's (or its subcontractor's) premises at all reasonable times. Any travel, labor and living costs, incurred by the Purchaser in the performance of, or witnessing of any such testing shall be for the Purchaser's account.

#### 9. Delivery

Compliance with the delivery time set out in the Contract shall be of the essence with respect to delivery of all Goods and/or Services. The Supplier shall comply with the delivery time and INCOTERMS (in the release 2020 and/or in any latest release as applicable from time to time) and/or any other terms as specified in the Purchase Order. In the event that the Supplier fails to complete delivery of Goods and/or Services in accordance with the delivery schedule or delivery date set out in the Purchase Order, the Purchaser shall be entitled to recover liquidated damages from the Supplier, at the rates specified in the Purchase Order. In addition to liquidated damages, the Purchaser reserves the right, at its sole option, to obtain the Goods or Services from third parties at Supplier's risk and cost and to claim for any further loss or damage incurred by the Purchaser as a result of the failure to deliver the Goods and/or the Services in accordance with the Purchase Order.

**Unless otherwise agreed in the Purchase Order, the Goods shall be delivered INCOTERMS DDP (in the release 2020 and/or any latest release as applicable from time to time) at the destination designated by the Purchaser.** Partial deliveries shall only be permitted if explicitly stated in the Purchase Order. The Supplier shall contact the Purchaser

for approval prior to shipping the Goods. The Supplier shall ensure that all Goods are packed in a safe and sufficient manner so as to avoid damage or loss until delivered.

#### **10. Passage of title and risks**

Risk of loss shall pass in accordance with the INCOTERMS (in the release 2020 and/or any latest release as applicable from time to time) specified in the Contract.

Title to all Goods and/or Services will pass to and vest in Purchaser on the earlier of (i) the date of delivery (as regulated in Section 9) or (ii) the date of payment by Purchaser according to Section 4.

#### **11. Inspection and Warranty**

The Purchaser has the right to inspect the Goods and/or the Services on or after the delivery date. The Purchaser, at its sole option, may inspect all or a sample of the Goods and/or the Services, and may reject all or any portion of the Goods and/or the Services if it determines the Goods and/or the Services are non-conforming or defective. If the Purchaser rejects any portion of the Goods and /or Services, it has the right, effective upon written notice to the Supplier, to: (i) terminate this Contract in its entirety; (ii) accept the Goods and/or Services at a reasonably reduced price; or (iii) reject the Goods and /or Services and require replacement of the rejected Goods and/or re-work of the rejected Services. All related costs and expenses shall be borne by Supplier. If the Supplier fails to timely deliver replacement Goods and/or re- work the Services, the Purchaser may replace them with goods or services from a third party and charge the Supplier the cost thereof and terminate this Contract for cause pursuant to Section 20 herein.

For a period of 24 months after the date of delivery of the Goods and/or the Services (or such other period as is stated in the Purchase Order), the Supplier shall, with all possible speed and without cost to the Purchaser, replace, repair or make good any defective Goods or Services or any part thereof found to be defective whether due to faulty material, workmanship, design, or to any act or omission of the Supplier.

#### **12. Reservation of Rights**

The making of, or the failure to make, any inspection or payment for the Goods and/or Services covered by this Contract shall in no way impair Purchaser's right at any time to reject non-conforming or defective Goods or Services, nor be deemed to constitute acceptance by the Purchaser of the Goods or the Services, nor shall affect in any way Supplier's performance of its obligations under this Contract, notwithstanding Purchaser's knowledge of the non-conformity or defect, its materiality or the evidence of its discovery.

#### **13. Changes**

The Purchaser may, at any time, by a written modification, request changes to the scope of this Contract. For each change an equitable adjustment shall be negotiated in the price and/or the delivery schedule to be included in a written change order signed by both Parties. Nothing herein shall excuse the Supplier from proceeding with the performance of the changes requested by the Purchaser, prior to the negotiation of any equitable adjustment of the prices.

#### **14. Indemnity**

In addition to the indemnities set forth in Section 15, Section 16 and elsewhere herein, the Supplier hereby agrees to assume the risk of and to release, defend, indemnify, and hold harmless the Purchaser, its Affiliates, and their directors, officers, employees, agents or representatives (hereinafter "**Indemnified Party**") from and against all loss, damage, liability, cost and expense (including, without limitation, attorneys' fees) arising out of any injury (including, but not limited to, death) to any person or damage to any property (including, but not limited to, customer's property), resulting from or in any way connected with the performance of this Contract or the Goods and/or the Services supplied hereunder, except to the extent such loss, damage, liability, cost or expense is exclusively caused by any Indemnified Party.

The Supplier shall furthermore indemnify and hold the Purchaser harmless from: (i) any claim which may be raised against the Purchaser by the Supplier Employees for whatever right, reason or cause connected with or incident to the performance of the Services, including but not limited to any claims pursuant to Legislative Decree 81/2008 and/or Legislative Decree 276/2003 and/or for damage for which the Supplier Employees are not indemnified by INAIL (National Institute for Insurance against Accidents at Work); and (ii) any claim which may be raised against the Purchaser by any third parties (including, but not limited to, social security and welfare institutions, public authorities and public services) arising as a direct or indirect consequence of the performance or non- performance of the Services, or the supply or non-supply of the Goods, by the Supplier.

#### **15. Intellectual Property Rights**

The Supplier shall fully indemnify the Purchaser against all claims, liabilities, damages, losses, costs and expenses concerning infringement or alleged infringement of any patent, design, trade mark, service-mark, copyright, and/or other intellectual and/or industrial property rights and/or similar protection which arise out of or in connection with the Goods and/or the Services or from anything done by or for the Supplier in relation to the Goods and/or the Services or any use or transfer to third parties by the Purchaser of such Goods and/or Services. Notwithstanding the foregoing, Supplier shall have no liability to Purchaser if any intellectual or industrial property infringement or claim thereof is based upon or arises out of the compliance with designs, plans or specifications furnished by or on behalf of the Purchaser. Unless otherwise agreed explicitly in writing between the Parties, all know-how, ideas, discoveries, inventions, intellectual works, methods, processes, copyright, trademarks, design rights, database rights, software rights, patent rights, utility model rights and other intellectual and/or industrial property rights (whether or not registered or registerable) conceived, developed, created and/or however obtained by the Supplier Employees within the activities to be performed under the Contract (and/or within the activities performed for Purchaser prior to the Contract, if any) and/or in relation to any Confidential Information (as defined in Section 18

below), are and shall remain the exclusive property of the Purchaser. The Supplier undertakes (also on behalf of Supplier Employees pursuant to Article 1381 of the Italian Civil Code) to do (or refrain from doing), at the expense of the Purchaser, all reasonable acts and execute all documents as are necessary to confirm title to the Purchaser to the aforementioned intellectual and/or industrial property rights or to perfect the Purchaser's title in such rights (whether by registration or otherwise). The Supplier shall not be entitled to any remuneration or compensation, in addition to the prices set forth in the Purchase Order, with respect to any intellectual and/or industrial property rights conceived, developed, created and/or however obtained by the Supplier Employees, since such possibility has already been taken into consideration and included in the prices payable to the Supplier under the Purchase Order.

#### 16. Compliance with Laws

By acceptance of this Contract, the Supplier represents that it has complied, and will comply, with all laws, regulations, ordinances, restrictions, treaties and conventions now or hereinafter in force applicable to the Services and/or the Goods (collectively referred to hereunder as the "**Applicable Laws**") including, but not limited to, any Applicable Laws relating to: (i) pollution or protection of the environment, including emissions, discharges, releases or threatened releases of polluting substances into air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of the pollutants, contaminants or hazardous or toxic materials or wastes and/or any other environmental matters, waste management, handling of hazardous and/or dangerous products and substances; (ii) export compliance and trade regulations; (iii) conditions of employment, subcontractor selection, discrimination and health and safety, social security; (iv) any and all due diligence obligations in the supply chain for European Union importers of minerals originating from conflict-affected and high-risk areas, also known as "**Conflict Minerals**", with particular reference to Regulation (EU) 2017/821, including the covenant to maintain all the relevant documentation to prove the observance of said norms. Furthermore, the Supplier shall hold the Purchaser fully harmless and indemnified from any claim made by Supplier' consultants and/or employees also pursuant to Article 1676 of the Italian Civil Code. The Supplier shall provide the Purchaser in writing with such information as is necessary relating in any way to the Goods and/or the Services supplied and its design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transport, dismantling or disposal in compliance with Applicable Laws, including in relation to hazardous or toxic substances (if any) or to any other environmental or health or safety risks or specific regulations related to or arising from the same. The Supplier shall complete any security chain questionnaire or other document reasonably requested by the Purchaser relating to its import/export activities. The Supplier will promptly provide evidence of its compliance with any Applicable Laws upon reasonable request by the Purchaser. With respect to any Supplier's

non-compliance with any Applicable Laws the Supplier will defend, indemnify and hold the Purchaser harmless from and against any liability, claims, demands, or expenses (including attorneys' fees and other professional fees, settlements and judgments) relating to such non-compliance. The Purchaser may terminate this Contract forthwith pursuant to Article 1456 of the Italian Civil Code upon written notice to the Supplier at any time and with the consequences set forth in Section 20.2 above, if in the Purchaser's reasonable judgment, the Supplier: (i) is in material breach of any Applicable Laws; and/or (ii) fails to comply with its obligations under this Section 16.

Purchaser informs Supplier that the data collected for the purpose of this Contract and therein included shall be processed in compliance with the EU Regulation n. 679/2016. By executing the present Contract, Supplier acknowledges the privacy notice adopted by Purchaser in compliance with the applicable legislation.

#### 17. Liens

All Goods and Services delivered or performed under this Contract will be free of all liens, claims, charges and encumbrances, legal or equitable and, upon request, the Supplier will furnish the Purchaser with formal releases. If any such lien, claim, charge or encumbrance is not immediately discharged, the Purchaser may discharge the same or cause the same to be discharged at the expense of the Supplier.

#### 18. Confidentiality

Any and all information or goods (including, but not limited to, any sample, material, data, document, image, photograph, chart, know-how, idea, invention, intellectual work, chemical composition or formulation, technology, process, specification, drawing, quantity or project), of any nature (such as commercial, administrative, technical, legal, financial, etc.), provided or disclosed, directly or indirectly, by or on behalf of Purchaser or its Affiliates (as defined under Article 28 below) to Supplier or any person acting on behalf of Supplier, in any form and by any means (such as written, oral, visual, electronic, paper, tangible, intangible etc.), as well as any and all information, reproduction, elaboration and/or goods derived, conceived, created and/or however obtained by Supplier (or by any person acting on behalf of Supplier) in the performance of the Contract and/or using or knowing the information and/or goods provided or disclosed by or on behalf of Purchaser or its Affiliates (including but not limited to the Goods and/or the results of the Services) shall remain and/or become the exclusive property of Purchaser (or its Affiliates, if applicable), and shall be deemed to be the confidential information of the Purchaser (or its Affiliates, if applicable) ("**Confidential Information**"). Supplier undertakes (also on behalf of any person acting on its behalf, pursuant to Article 1381 of the Italian Civil Code) to comply with the provisions set out under this Section 18 and to keep the Confidential Information strictly confidential. In particular, without prejudice to the foregoing, Supplier undertakes to: (i) not copy, reproduce and/or transcribe any Confidential Information, except to the extent strictly necessary for the performance of the Contract; (ii) not publish and/or disclose to third parties any

Confidential Information, unless previously authorized in writing by Purchaser and provided that such third parties are bound by confidentiality-related obligations not less restrictive than those set out under this Section 18; (iii) use the Confidential Information only for the purpose of performing the Contract and not use the Confidential Information for any other purposes; (iv) adopt adequate security measures in order to protect the Confidential Information from unauthorized access, use or disclosure; (v) not reverse engineer any Confidential Information, nor use any Confidential Information for reverse engineering activities. To the extent necessary for the performance of the Contract, Supplier may disclose the Confidential Information to Supplier Employees having a genuine need to know such information for the performance of this Contract ("Authorized Persons"), provided that: (a) such Authorized Persons are informed about the confidential nature of the Confidential Information and are bound to comply with confidentiality-related obligations not less restrictive than those set out under this Section 18; and (b) Supplier remains fully liable toward Purchaser and Purchaser's Affiliates for any breach of such obligations by any Authorized Person. Purchaser (and its Affiliates, if applicable) reserves all rights, titles and interests in and to the Confidential Information. Nothing in this Contract shall be deemed to grant the Supplier or any other person any rights to use any Confidential Information except as explicitly provided under this Section 18. Upon request by Purchaser, or upon termination of this Agreement, Supplier shall immediately cease using the Confidential Information and, within ten (10) days of such request or termination, as applicable, Supplier shall return (or destroy if return is not possible) all Confidential Information in the possession of Supplier and any person acting on its behalf, without retaining any copy and confirm in writing that the Confidential Information is not used anymore and has been completely and irrevocably returned or destroyed. The obligations set out under this Section 18 shall survive the termination of the Contract until the Confidential Information will become publicly available for any reason other than the breach of confidentiality-related obligations. In the event that a separate confidentiality agreement has been executed between the Parties, these provisions as to confidentiality shall apply in addition to, and not by way of substitution of, the provisions of such confidentiality agreement.

## 19. Suspension

The Purchaser reserves the right to suspend the execution of the Contract at any time with immediate effect on written notification to the Supplier. During the suspension, the performance of all obligations relating to the Contract will be suspended, except for those concerning confidentiality and intellectual or industrial property rights. The Supplier shall safeguard the supplies of Goods and/or Services during the period of the suspension at its risk.

If the suspension lasts for more than 3 months, for a reason other than an event of Force Majeure pursuant to Section 25 hereunder or a default by the Supplier, the Supplier shall be entitled to the reimbursement of its reasonable, documented costs incurred by the Supplier as a direct consequence of the suspension.

By derogation of Articles 1460 and 1461 of the Italian Civil Code, the Supplier is not entitled to suspend the performance of the supplies of Goods and/or Services in the event of any default by the Purchaser on any of its obligations.

## 20. Termination

### 20.1 *Termination for convenience*

The Purchaser may terminate this Contract for convenience (in Italian "*recesso ad nutum*"), in whole or in part, at any time for any reason whatsoever on ten (10) days' prior written notice to the Supplier. In such event, the Supplier shall, subject only to reasonable mitigation efforts to minimize costs and Purchaser's express instructions in writing, immediately cease performing all Services and the supply of Goods to the Purchaser.

Upon termination of this Contract for convenience, the Purchaser shall pay to the Supplier the following amounts, in full satisfaction of any claims that the Supplier may have in relation to the termination and as Supplier's sole remedy for such anticipated termination: (a) all payment owed in accordance with the Contract for all Services completed and Goods supplied up to the date of the termination; and (b) sub-contractor or third party cancellation charges incurred by the Supplier due to the termination, provided that such charges were approved in writing by the Purchaser prior to the Supplier entering into the contract giving rise to the charges and to the extent such charges are substantiated by documentation satisfactory to and verified by the Purchaser.

It's expressly excluded any additional remuneration to the Supplier for the loss of profit, damages or compensation as a consequence of the Purchaser's termination for convenience, also with express derogation to Article 1671 of the Italian Civil Code.

### 20.2 *Termination for Supplier's default*

If the Supplier has not performed or complied with any of the provisions of this Contract and the Purchaser has provided written notice to the Supplier of the default, and the Supplier fails to commence to rectify or cause to be rectified the matter giving rise to the notice within 5 business days after receipt thereof, then the Purchaser may terminate the Contract with immediate effect pursuant to Article 1454 of the Italian Civil Code, in addition to any other remedies that may be granted to the Purchaser under this Contractor at law.

The Purchaser may also terminate this Contract at any time in the event that the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In the event of termination for such events, the Purchaser may complete the performance of this Contract by such means as the Purchaser selects, and the Supplier shall be responsible for any costs incurred by the Purchaser in so doing, in addition to any other damages suffered by the Purchaser.

## 21. Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of Italy excluding the Vienna

Convention on the International Sale of Goods.

All disputes arising out of this Contract which cannot be settled amicably including any question regarding its existence, validity or termination, shall be deferred to the exclusive jurisdiction of the Court of Milano, Italy.

## 22. Business ethics and Anti-Bribery

Without limitation to Section 16 above, the Supplier warrants and undertakes to the Purchaser that it shall comply with:

- a) All principles included in De Nora Code of Ethics ([Code of Ethics | De Nora](#)) - to the extent relevant to Supplier – and the applicable rules included in the Suppliers' Code of Ethics ("[Procurement | De Nora](#)") while performing their obligations under this Contract. De Nora has the right to verify, throughout the duration of the Contract, either directly or through third parties, the respect by Supplier of the Suppliers' Code of Ethics, with confidentiality and with reasonable notice;
- b) Laws, rules and regulation enacted to combat bribery and corruption (including but not limited to U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 and the Italian Legislative Decree 231/2001) and shall not directly or indirectly pay, offer, promise or give anything (including service) of value to any party, including an employee or official of a government, government controlled enterprise or company, or political party, while being aware of or having a belief that such money or item of value will be passed to influence any act or decision by such person or by any government body for the purpose of obtaining undue advantages to the Purchaser or to or any other person or entity related to this Contract;
- c) the Organizational Model pursuant to Italian Legislative Decree 231/2001 aimed to the prevention of crimes and consequent liability of corporations (the "Model"), available for consultation by the Supplier on the Purchaser's website at [Internal Controls' System | De Nora](#). The Supplier also declares that it has adopted adequate internal procedures aimed to prevent crimes involving the administrative liability of entities under Italian Decree 231/2001.

The Purchaser may terminate this Contract forthwith pursuant to Article 1456 of the Italian Civil Code upon written notice to the Supplier at any time if, in the Purchaser's reasonable judgment, the Supplier is in material breach of any of the above representations or undertakings.

The Supplier may report through the platform [Whistleblowing | De Nora](#) or other available channels included in De Nora Global Whistleblowing Policy any breach or suspected breach of De Nora Code of Ethics, Suppliers' Code of Ethics, Organizational Model pursuant to Italian Decree 231/2001, other internal procedures of De Nora eventually shared with Supplier and/or applicable laws and regulations.

## 23. International Sanctions and Export Controls

The Purchaser has adopted policies and procedures to comply with laws and regulations relating to trade control and international economic sanctions, including but not limited to restrictive measures or prohibitions under the European Union (EU), the United Nations (UN), the Italian, the United States of America (USA) and/or the United Kingdom (UK), when applicable (collectively, the "Measures").

The Supplier represents and warrants that (i) it is not included in any list of natural or legal persons, entities or bodies subject to any Measures nor owned or controlled by any such natural or legal persons, entities or bodies (a "Designated Party"); and (ii) no Designated Party will be involved in the performance of his obligation under this Contract.

The Supplier shall cooperate and undertakes to promptly provide the Purchaser with all relevant information requested by the Purchaser to comply with the Measures in relation to Goods and/or Services supplied or to be supplied.

The Supplier warrants that it has obtained all necessary export approvals for the provision of the Goods and/or Services to the Purchaser and shall notify the Purchaser if any Goods and/or Services to be supplied by the Supplier is restricted under any Measures.

The Purchaser shall be entitled to immediately terminate any Contract according to article 1456 of the Italian Civil Code (i) in the event of failure by the Supplier to comply with the provisions of this Section; (ii) due to the occurrence of any Measures or change of law or regulation (domestic or international) and/or their further application, guidance, and interpretation, affecting the Supplier's country and/or the involved persons/ entities and prohibiting Purchaser from continuing to perform the Contract, including without limitation in the event Supplier becomes a Designated Party; and/or (iii) in the event Supplier's export privileges are otherwise denied, suspended or revoked. The Supplier shall be responsible vis-a-vis Purchaser and shall indemnify and keep Purchaser harmless from all fines, penalties and all associated expenses and losses arising out of or resulting from the violation by Supplier of any of his obligations under this Section.

If the Purchaser's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):

- a) any change in the Measures including, but not limited to, the adoption of export control laws and regulations or international economic sanctions of any kind which may impact the Purchaser's obligations or which, in the reasonable judgment of Purchaser, represent a risk of liability under the Measures;
- b) any amendment, extension or revision, or any change in the interpretation or in the application, by any court or regulatory authority with competent jurisdiction, of any Measures existing at the time of execution of this Contract;

- c) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the Goods or any Services by any competent authority;
- d) any other event, whether or not similar to the ones specified above, outside the control of Purchaser, which would prevent the execution of the Contract at the originally agreed terms, because of any Measures.

The Purchaser shall notify in writing of an Excusing Event and consult the Supplier in good faith on any useful or necessary steps to ensure the regular execution of the transaction. The fulfilment of the parties' respective obligations will be suspended during a consultation period of 90 days ("Consultation Period") from the date of notification of the Excusing Event. If after the Consultation Period, Purchaser's obligations cannot be further executed because they have become impossible, invalid or unlawful under the applicable law, the Purchaser shall be entitled to terminate the Contract without any right of the Supplier to obtain compensation or any other similar relief. In case the Purchaser's obligations are not impossible, unlawful or invalid per se, but they have become more difficult or uneconomic or expose Purchaser to risks of liability under the Measures, the execution of the Contract shall be suspended since the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, Purchaser and Supplier shall each have an obligation to mitigate the prejudice suffered by each of them due to such suspension. In the event that any such suspension lasts for more than 200 days in aggregate, either party shall be entitled to terminate the Contract without any right to compensation or any other relief of the other party.

#### 24. Insurance

The Supplier shall maintain insurance coverage of the types and in the amounts required by any Applicable Laws and good industry practice, including but not limited to employer's liability or workmen's compensation insurance as applicable, product liability insurance and personal injury/property damage insurance and any other insurance which may be specified in the Purchase Order. The Supplier shall, within seven (7) days after receiving a written request from the Purchaser, (i) name and maintain the Purchaser as an additional insured under all such policies and (ii) provide to the Purchaser certificates of insurance confirming its addition to the policies, the insurers policy numbers, types and levels of coverage.

The fact that the Supplier has obtained the insurance required in this Contract shall in no manner reduce the Supplier's obligations or liability set out in this Contract.

#### 25. Force Majeure

Neither Party shall be liable to the other Party for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. For the purpose of these General Conditions, the words "**Force Majeure**" shall mean any act, event or condition that is beyond a Party's reasonable control, that materially and adversely affects a

Party's ability to perform its obligations hereunder, and that is not the result of the Party's willful misconduct, negligence, error, omission or failure to exercise reasonable due diligence. If a Party is unable to perform any of its obligations hereunder as a result of a Force Majeure event, the Party shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance. In the event that the Force Majeure event persists for a period of more than sixty (60) days in aggregate, either Party may terminate this Contract without liability to the other Party. In this case the provisions under Section 20.1 above shall apply.

#### 26. Flowdown Provisions

If Purchaser entered into the Contract to fulfill its obligations under any other agreement with a customer ("Main Contract") and the Main Contract provides that the Purchaser is liable for liquidated damages in the event of late delivery, this Section 26 will apply. To the extent that the Supplier delivers any Goods and/or Services later than the agreed delivery date and such delay causes the Purchaser to fail to meet the requirements of the Main Contract, the Supplier shall be liable to pay such portion of any liquidated damages owed by the Purchaser to its client to the extent that Supplier is responsible for such late delivery.

#### 27. Entire Agreement

The terms and conditions herein supersede any inconsistent terms and conditions in any document submitted by the Supplier to the Purchaser (including but not limited to any offer from Supplier). This Contract reflects the entire agreement of the Parties related to the supply of the Goods and/or the Services. The Parties hereby explicitly agree to exclude the application of any Supplier's general terms and conditions.

#### 28. General

If any term or provision of this Contract is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract. All notices, requests, consents, claims, demands, waivers and other communications hereunder ("Notice") shall be in writing and addressed to the Parties at the addresses set out in the Contract or to such other address that may be designated by the Parties in writing from time to time. Notices may be delivered by personal delivery, courier, facsimile, certified email or registered mail. Except as otherwise provided in the Contract, a Notice is effective (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this provision. Any delay in exercising or non-exercise of any right by either Party shall not be deemed a waiver of that right. Any remedy conferred upon each Party for breach of the Contract shall be in addition to and without prejudice to all other rights and remedies available to such Party, unless otherwise specifically set forth in the Contract.

For the purpose of these General Conditions, the word "**Affiliate**" means, with respect to either Party, any other legal entity directly or indirectly controlling, controlled by, or under common control with, such Party. For the purpose of this definition, to "control" a legal entity means having

directly or indirectly: (i) the ownership of the shares (or similar instruments) representing at least the majority of the voting rights in such legal entity; (ii) the right, including the rights originating from any agreement, to appoint the majority of the members of the board of directors (or similar governing, or audit/control body) of such legal entity; or (iii) the power, whether by contract or otherwise, to direct the policies or management of such legal entity.

For the purpose of these General Conditions, except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the words "and/or".

#### **29. Supplier's Nominated Contact and Employees staffed for the performance of the Services**

The Supplier shall bear any and all liabilities regarding the management, the organization and the supervision of the Services. Any Supplier's employee, agent, consultant or servant involved in the development, creation or supply of the Goods or the performance of the Services (collectively the "**Supplier Employees**") shall have no working relations with the Purchaser. The Supplier will designate and communicate in writing to the Purchaser the Supplier's nominated contact having the responsibility to: (i) coordinate all activities required for the performance of the Services; (ii) issue any directions to Supplier Employees; and (iii) monitor the compliance by any Supplier Employees of the policies and procedures applicable at the site where the Services shall be performed, as in force from time to time. With respect to the Supplier Employees, the Supplier undertakes to comply with any and all obligations set forth by the Legislative Decree 81/2008 and/or any subsequent Applicable Laws. Should the Services be performed at any site of the Purchaser and/or its client, the Parties shall inspect the site for the assessment of risks and shall prepare or update the applicable document for the evaluation of interference risks ("**DUVRI**") and/or the applicable document for the evaluation of risks ("**DUVR**"). The Supplier shall inform the Supplier Employees of, and cause such Supplier Employees to comply with, the provisions contained in the DUVRI and/or the DUVR. The nominated contact of the Supplier shall implement the measures of prevention of, and protection from, risks to which the Supplier Employees are subjected, due to the possible interferences deriving from the performance of the Services.

#### **30. Specific acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code**

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Supplier specifically accepts and approves the following clauses of these General Conditions: **1** (The Contract); **2** (Assignment or subcontracting subject to Purchaser's prior written consent); **4** (Payment terms); **6** (Assignment to Purchaser of the rights in the drawings, technical data and documents); **9** (Penalty for failure to meet essential delivery terms); **10** (Passage of title); **11** (Inspection and warranty/Purchaser's right to reject the Goods/Services /Purchaser's right to terminate the Contract); **12** (Retention of rights); **13** (Modifications/Supplier's

obligation to make the modifications requested by the Purchaser); **16** (Compliance with the law/ Purchaser's right to terminate the Contract); **19** (Suspension of Contract performance); **20.1** (Termination for convenience by Purchaser); **20.2** (Purchaser's right to terminate the Contract for Supplier's default); **21** (Jurisdiction); **22** (Purchaser's right to terminate the Contract for breach of Supplier's representations and warranties); **23** (International sanctions and export laws/ Purchaser's right to terminate the Contract); **23 last paragraph** (Termination/suspension for Excusing Event); **25** (Force Majeure and exclusion of liability); **27** (Entire agreement - exclusion of application of Supplier's general terms and conditions); **28** (General provisions: written form for communications - exclusion of tacit waiver).