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## **General Terms and Conditions for Purchase of Enilive Deutschland GmbH Headquartered in Munich (11/25)**

### **1. Scope**

Unless anything different has been agreed, the following Standard Purchasing Conditions apply to all orders for deliveries and/or services from supplier (entrepreneur) (hereinafter "Partner") by Enilive Deutschland GmbH (hereinafter "Enilive").

### **2. Order/Order Confirmation**

On orders equal to or greater than € 100,000.00 - or below that amount at specific request of Enilive – the Partner is required to return to Enilive the confirmation of the order to Enilive within one week. The contract will not be considered to have been signed until Enilive is in possession of the Partner's countersigned confirmation. This applies correspondingly in the e-procurement system to order confirmations sent to Enilive via the Internet.

In signing the order confirmation, the Partner (hereinafter also referred to as "Partner") acknowledges without reservation Enilive's general terms and conditions for purchase. Amendments or additions to the contents of the order will only be valid when confirmed by Enilive in writing. Enilive is not bound by Partner's delivery or service conditions, even when Enilive has not contradicted them.

Should an order confirmation not be necessary or should the Partner carry out the delivery without our having received the order confirmation within the time stipulated in section 1, the delivery shall be considered acknowledgement of Enilive's general terms and conditions for purchase.

Enilive will not acknowledge deliveries made or services provided without a written order and they will not give rise to any contractual claims against Enilive.

### **3. Dates**

The agreed dates for the delivery or the provision of the service must be complied with under all circumstances; otherwise Enilive has the right, at Enilive's option and without setting a grace period, to demand either a subsequent shipment and reimbursement of the costs of the delay or compensation on account of non-fulfilment, or to rescind the contract.

In order to enable Enilive to make alternative arrangements in time, the Partner is required to inform Enilive in writing should it become evident that the delivery date/date for the provision of the service will not be met. He is not entitled to an appropriate extension of the delivery/service deadline in the event of event of force majeure. Enilive is entitled to annul the contract without the obligation to pay compensation should the delay prove to be intolerable.

### **4. Shipping Documents**

Every delivery of materials must include a numbered despatch note stating the date of the shipment, the number and date of the order or call-off and an exact description of the goods ordered.

Simultaneously, a complete duplicate of the despatch note must be sent to the purchasing department of Enilive Deutschland GmbH – Munich headquarters – and to the delivery point of Enilive Deutschland GmbH referred to in the delivery order.

In the event of part shipments, the following information must be provided as a marginal note on the despatch papers:

- total quantities of goods so far delivered,

- the quantity delivered with this part shipment,
- the quantity of goods still to be delivered.

### **5. The Right to Check the Delivery or the Service**

The Partner is required to enable Enilive to check his delivery or service during every phase of its production. The Partner will not be entitled to derive any rights whatsoever from our making use of this opportunity. In particular, such a check will not constitute acceptance.

### **6. Acceptance and Transfer of Risk**

Acceptance will take place after Enilive has had the opportunity to thoroughly appraise and investigate the delivery or service. The Partner will bear the risk also of accidental destruction and accidental deterioration until Enilive accepts and takes possession of the goods at the destination named by Enilive.

### **7. Prices**

The agreed prices are fixed prices. They will be considered free of delivery charges and inclusive of packaging and adequate insurance cover to the destination stated by Enilive.

### **8. Invoicing and Payments**

After delivery has been made or the service provided, invoices must be submitted to Enilive Deutschland GmbH – Munich headquarters, Central Accounting Department with the following information:

- the number and the date of the order and the material call-off,
- the number and date of the despatch advice,
- the number and the date of the acceptance note (provided that acceptance has already taken place).

In the event of part shipments and shipments to different destinations, separate invoices must be issued for each part shipment and each destination.

Enilive is entitled to return all invoices that do not comply with these requirements.

Until correct despatch notes and invoices that comply with the above conditions have been received, Enilive is entitled to withhold all payments relating to such shipments.

Unless anything different has been agreed, payment will be made within 14 days of the shipment and the receipt of the invoice subject to the deduction of 3% cash discount or within 30 days with no deduction.

### **9. Right to Offset Claims and Withhold Services**

The Partner is only entitled to offset his claims against Enilive's claims to the extent that that they are acknowledged or have been established in law; a right to withhold services is excluded.

### **10. Assignment of Receivables**

The assignment of receivables due from Enilive, or similar rights is excluded.

### **11. Warranty**

The Partner warrants that all parts he supplies or manufactures as part of an order comply with the specifications agreed in the contract, the requirements of the law, generally accepted acci-



dent prevention precautions and the regulations applicable to technical instruments, that they are labelled with the required safety precautions and operating instructions and, as far as the state of technology permits, are manufactured in such a way that the user or a third party using them in the correct manner is protected from dangers of all kinds, especially from accidents and industrial illnesses.

The Partner is required to make good immediately and at his own expense any defects in the goods and services he supplies (subsequent fulfilment). Enilive may at its option demand either a replacement delivery at no expense or a price reduction instead of subsequent fulfilment. In urgent cases or in the event of delays on the part of the Partner in remedying the defect, Enilive may without setting any additional deadline repair the defect ourselves or have it repaired at the Partner's expense. Enilive may in such cases also annul the contract and/or demand compensation; this will also apply when defects cannot be eliminated by subsequent fulfilment or by the delivery of a replacement.

The above provisions will apply to all replacements or subsequent fulfilment.

Enilive reserves the right to claim further damages resulting from a defective delivery or service culpably provided by the Partner. The Partner will bear the burden of proof that he is not responsible for the defect. The Partner waives the plea of a delay in reporting the defect.

## **12. Liability/Exemption from Liability**

The Partner is liable in accordance with the provisions of the law; he bears the burden of proof that he is not responsible for the damage. Vicarious agents will be liable should they have caused the damage at the time they performed their work. The Partner waives the opportunity for exoneration provided for in § 831 of the German Civil Code.

The Partner undertakes to relieve Enilive of all claims arising and levied against Enilive by third parties on account of negligent behaviour on the part of the Partner or his vicarious agents in carrying out work in accordance with or in connection with this contract on the first occasion of being asked in writing to do so. This will also apply to claims levied as a result of an infringement of regulations related to the environment and to damage incurred inevitably as a result of the proper performance of services, unless the Partner gave Enilive adequate warning of this risk before the work was undertaken.

## **13. Third-Party Rights**

The Partner warrants that the goods and services delivered are free of the rights of third parties.

## **14. Transfer**

The Partner will notify Enilive immediately and in writing of any change in the legal form or in the ownership of the company.

## **15. Place of Fulfilment**

The place of fulfilment for all goods and services is the relevant destination named by Enilive, and Munich for all payments.

## **16. Legal Venue/Applicable Law**

The legal venue for business people is Munich. The law of the Federal Republic of Germany will apply, as it applies between domestic parties within Germany.

## **17. Personal Data Protection**

The contracting Parties undertake to operate as independent data controllers in full compliance with the Regulation (EU) 2016/679

("GDPR") and, where applicable, other regulations, such as the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) in relation to the processing of personal data connected with the execution and performance of the agreement.

In accordance with Art. 13, 14 and 21 GDPR, the Partner is hereby informed that the data required for the execution of the agreement, such as invoicing and order processing under the agreement, will be processed and stored by Enilive. Furthermore, the Partner is informed that the data may also be forwarded to credit agencies and other third parties in the course of processing of the agreement. Further information on data protection is available on Enilive's website at: <https://www.eni.com/de-DE/geschaeftsaktivitaeten/enilive-deutschland-gmbh.html>

Persons involved in data processing are obliged to maintain confidentiality. As part of this obligation, the Partner must also point out the respective consequences (claims for damages and criminal consequences) of breaches of confidentiality obligations. The Partner shall comply with the principles of proper data processing, in particular the necessary technical and organisational measures pursuant to Art. 32 GDPR and shall monitor compliance. The Partner shall ensure that the persons involved in data processing within the scope of this contract are obliged to comply with the principles of proper data protection, regardless of whether these persons are subcontractors of the Partner, employees of the Partner or persons otherwise obliged to fulfil the Partner's obligations.

## **18. Obligation to Secrecy**

The Partner undertakes to keep strictly secret documents, drawings, processes, technical knowledge, address files, plans, data bank information and experiences as well as other facts, especially strategic planning, that become known to him as a result of the cooperation with Enilive and only to use them for the purposes of this framework contract. The Partner is required to bind his employees to secrecy, also for the time after they have left his service.

Employees of the Partner who infringe the above confidentiality undertaking may, at Enilive's request, be excluded from the fulfilment of the Partner's obligations under this contract. Data specific to Enilive may under no circumstances be disclosed to unauthorised third parties.

## **19. Health, Safety and Environmental Protection, Compliance with HSE Regulations**

The Partner is aware that Enilive is committed to the pursuit, achievement and compliance with health, safety and environmental protection goals (Health, Safety and Environment, abbreviated to HSE) that go beyond compliance with legal requirements and has committed itself to these goals as part of the so-called HSE Policy. The HSE Policy is available on the website <https://www.eni.com/de-DE/geschaeftsaktivitaeten/enilive-deutschland-gmbh.html>.

Within the scope of this agreement, the Partner is responsible for compliance with the most recent version of the relevant laws, legislative decrees, technical norms and rules of professional conduct in terms of health, safety and environmental protection, in particular with regard to technical, medical and social aspects of occupational protection and safety, the German minimum wage legislation (MiloG), all trade and fire protection regulations, environmental legislation, especially those governing emissions, soil and water protection, norms specific to equipment and a particular activity, all associated EU directives (e.g. the REACH Directive (EC) no. 1907/2006), all DIN (German Institute for

Norms), ISO and EN regulations, the provisions of VDI, VDE and VDS, manufacturers' instructions, the provisions and the set of rules of the German Social Accident Insurance ("DGUV") (hereafter referred to as HSE Regulations) and that compliance with the HSE Regulations by its staff and employees, sub-contractors and all persons whose services the Partner makes use of is guaranteed.

In the case of indications for a breach of the HSE Regulations in connection to the execution of the present agreement, Enilive may carry out inspections on the compliance with the HSE Regulations at any time, either by its own personnel or third parties appointed to carry out these inspections.

In the event of an infringement of HSE Regulations the Partner shall immediately desist therefrom and return to compliance with HSE Regulations. An infringement of HSE Regulations generally constitutes a fundamental breach of the agreement and entitles Enilive to withdraw or to terminate the agreement without notice, if the continuation of the agreement, taking into account all the relevant circumstances of the case, has become unreasonable. Such Unreasonableness shall exist in particular, if the Partner to a not insignificant degree or a not insignificant manner has infringed, infringes, or continues such infringements, although being aware thereof, and/or although the Partner does not, within a reasonable period in time fixed by Enilive, return to compliance with HSE Regulations.

## **20. Responsibility of Companies for the Conduct of their Employees and Anti-Corruption**

Partner declares that he/she has read and is aware of: (a) the Eni Code of Ethics ; (b) the general standards of transparency of the Eni Model 231 under Italian Legislative Decree 231/2001 and of the Compliance Models; (c) Eni's "Anti-Corruption" ECG Policy, including the references to whistleblowing channels; (d) the "Respect for Human Rights in Eni" ECG Policy and the "Zero Tolerance against Violence and Harassment at Work" ECG Policy adopted by Enilive and available on the website <https://www.eni.com/de-DE/geschaeftsaktivitaeten.html>. These documents have been prepared based on the principle of the relevant international regulations and best practice, which Partner shares and undertakes to observe.

With reference to this Contract, Partner declares that it respects and undertakes vis-à-vis Enilive to comply with - and to ensure that its directors, employees and/or any third parties acting on behalf of or in the interests of Partner (e.g. consultants, agents, intermediaries and equivalent figures, hereafter "Collaborators") comply with - (A) Anti-Corruption Laws (meaning (i) the United States Foreign Corrupt Practices Act; (ii) the UK Bribery Act; (iii) other anti-corruption laws applicable to the parties around the world, including the anti-corruption provisions contained in the Italian Penal Code; (v) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption, (B) Anti-Money Laundering Laws (meaning the anti-money laundering regulations of the Country in which the services under this Contract are performed and in which Partner resides or is registered), (C) the applicable laws on corporate responsibility, workers' health and safety, environmental protection and anti-terrorism, and (D) - Human Rights (meaning the principles contained in applicable national and international regulations and instruments, guidelines and best practices aimed at preventing human rights violations, including the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises and the ILO Declaration on Fundamental Principles and Rights at

Work. In case of conflicts between applicable national laws and the provisions of international human rights regulation, Partner undertakes to take all possible measures to avoid violation of the latter.

In particular, Partner undertakes to refrain - and to cause its directors, employees and/or Collaborators refrain - from (A) offering, promising, giving, paying, authorizing anyone to give or pay, directly or indirectly, economic advantages or other benefits, (i) to a public official or private individual so that they omit an act in violation of their official duties or as payment for such conduct, (ii) to a public official so that they carry out one of their functions or as payment for such conduct; iii) to obtain or ensure themselves an undue advantage in relation to their business activity or iv) in any case in violation of the applicable laws; (B) offering, promising, giving, paying, authorizing someone to offer, promise or give or pay, directly or indirectly, unofficial payments made to a public official for the purpose of expediting, favouring and in general facilitating the performance of a routine and non-discretionary activity due in any event within the scope of his official duties (so-called Facilitation Payment); (C) accepting or authorising someone to accept, directly or indirectly, economic advantages or other benefits or requests or solicitations for economic advantages or other benefits in violation of the Anti-Corruption Laws; (D) acquiring, receiving, possessing, concealing, using, substituting or transferring, money, goods or other benefits with knowledge or suspicion that they are derived from unlawful activities or carrying out other transactions in connection therewith in such a way as to obstruct, conceal or disguise the identification of their unlawful origin.

With reference to this Contract, Partner further declares and warrants that it has issued and implemented provisions to its directors, employees and/or Collaborators aimed at preventing the commission, even attempted commission, of the conduct sanctioned by the Anti-Corruption Laws and by the applicable laws on corporate responsibility, workers' health and safety, environmental protection and anti-terrorism and undertakes to Enilive to ensure the full implementation of those provisions throughout the duration of the Contract.

With reference to the execution of the activities covered by this Contract, Partner hereby represents and warrants that any third parties that it may wish to employ in connection with the activities covered by this Contract previously authorised by Enilive in the cases provided for in this Contract: a) shall be subjected by Partner to appropriate and proportionate due diligence controls - ensuring their traceability and filing - in order to verify its ethical and reputational profile and its ability to perform the required services in accordance with its legal and contractual obligations, including the provisions of this clause; and b) will carry out services/activities exclusively on the basis of a written contract that provides for them equivalent conditions and obligations to those indicated in this article.

With reference to this Contract, Partner undertakes to:

- accurately and transparently record in its accounting books any amounts received or paid under this Contract;
- promptly inform Enilive in the event of news of the commencement by the relevant authorities of investigations or proceedings concerning the alleged violation of the Anti-corruption and Anti-money Laundering Laws, as well as the applicable laws on corporate responsibility, workers' health and safety, environmental protection and anti-terrorism, undertaking to provide any future updates on the matter (except for what may be considered as subject to legal privilege);



- promptly report to the Enilive any request or demand relating to any undue payment of money or other benefit which may have been received or any other information concerning the commission, even in the attempted form, of the offences referred to by the applicable laws on corporate responsibility, workers' health and safety, environmental protection and anti-terrorism as well as any suspected or confirmed violations concerning Human Rights of which it becomes aware, making itself available to provide Enilive with any supporting documents/information (except for those that may be considered as subject to legal privilege);
- keep the documentation relating to the execution of this Contract, also by any third parties employed, for the time required by applicable regulations.
- comply, and ensure that its directors, employees and Collaborators, including subcontractors and ancillary subcontractors comply with the applicable law regulations, best practices, guidelines and regulations on employment terms and conditions (wages and salaries, working hours, holidays, rest periods, leave, protection of minors of non-working age, supervision methods and accommodation, if any, offered to personnel employed in connection with the execution of contractual services) as well as with national and international regulations against trade and trafficking of human beings, and legislation on immigration and the legality of the stay of third-country nationals as well as forced labour;
- make available to Enilive any information and documentation that may be requested by it for the periodic updating of compliance checks.

Partner declares that it has no conflict of interest with respect to this Contract and agrees to promptly inform Enilive in the event that such a situation should arise during the execution of the Contract. Conflict of interest for the purposes of this Contract shall mean any situation relating to Partner or to a person in Partner's organisation (e.g. family, affinity or personal relationships, personal or financial roles/appointments/interests held in third companies or with third parties) that is likely to interfere with the ability of (i) the directors and employees of Enilive and/or (ii) any other person or entity, public or private, involved in the execution of the activities under this Contract to perform their functions or activities with independence, impartiality and objectivity.

The Parties agree that the failure of Partner to comply with the statements, guarantees and obligations relating to compliance with Anti-Corruption Laws and/or Anti-Money Laundering Laws and/or Human Rights laws, as well as the applicable laws on corporate responsibility, workers' health and safety, environmental protection and anti-terrorism shall constitute a material breach.

If Partner, in the reasonable judgement of Enilive, fails to comply with the above statements, guarantees or obligations, Enilive will be entitled to terminate the Contract, subject to appropriate communication to Partner, by registered letter or by De-Mail (registered email), containing a brief indication of the factual circumstances or judicial proceedings relating to the above breach and the intention of Enilive to make use of this termination clause, without prejudice to any other legal remedy. In the presence of formal documents of the judicial authority, learned also through any media, from which such a breach may be inferred, while awaiting investigations or the final outcome under the law Enilive will have the right to suspend the execution of this Contract. In the event of non-compliance with the further obligations set forth in this article, when the same does not also constitute a violation of the Anti-Corruption Laws and/or the Anti-Money

Laundering Laws and/or Human Rights as well as the applicable laws on corporate responsibility, workers' health and safety, environmental protection and anti-terrorism, Enilive may request the defaulting Partner in writing to comply with such obligations within 30 calendar days from receipt of the notice; should this term lapse in vain, this Contract may be terminated by law. In any case, Partner shall hold Enilive harmless from any and all loss or damage suffered by Enilive and against any actions by third parties arising from the failure to comply with any of the statements, guarantees and obligations referred to in this article.

Enilive shall have the right to carry out checks on Partner when it has become aware of circumstantial information from which it may reasonably be inferred that Partner has violated, including partially, the provisions of this article. To this end, Partner will provide Enilive with all data and information necessary to conduct such checks in a manner to be agreed upon by the Parties and, in each case, in compliance with the limits set by the applicable laws.

## 21. Other

Amendments and additions to this contract must be in writing. This also applies to the waiver of the written form requirement.

Should one or more provisions of this Contract be invalid or impracticable, this will not impair the validity of the remaining provisions. In this case, the parties undertake to replace the invalid or impracticable provision by such a provision as most closely approximates to what was intended and the commercial goal of the Contract. The same will apply to any omissions in the Contract.