

General terms and conditions for purchase of Eni Deutschland GmbH, headquartered in Munich (09/21)

1. Scope

Unless anything different has been agreed, the following Standard Purchasing Conditions apply to all orders for deliveries and/or services.

2. Order/order confirmation

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

In signing the order confirmation, the supplier (entrepreneur) acknowledges without reservation our Standard Purchasing Conditions. Amendments or additions to the contents of the order will only be valid when confirmed by us in writing. We are not bound by the supplier's or entrepreneur's delivery or service conditions, even when we have not contradicted them.

Should an order confirmation not be necessary or should the supplier (entrepreneur) 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 our Standard Purchasing Conditions.

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

3. Dates

The agreed dates for the delivery or the provision of the service must be complied with under all circumstances; otherwise we have the right, at our 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 us to make alternative arrangements in time, the supplier (entrepreneur) is required to inform us 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. We are 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 Eni Deutschland GmbH - Munich headquarters - and to the delivery point of Eni 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 supplier (entrepreneur) is required to enable us to check his delivery or service during every phase of its production. The supplier (entrepreneur) 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 we have had the opportunity to thoroughly appraise and investigate the delivery or service. The supplier (entrepreneur) will bear the risk also of accidental destruction and accidental deterioration until we accept and take possession of the goods at the destination named by us.

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 us.

8. Invoicing and payments

After delivery has been made or the service provided, invoices must be submitted to Eni 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.

We are 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, we are 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 supplier (entrepreneur) is only entitled to offset his claims against ours to the extent 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 us, or similar rights is excluded.

11. Warranty

The supplier (entrepreneur) 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 accident 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 supplier (entrepreneur) is required to make good immediately and at his own expense any defects in the goods and services he supplies (subsequent fulfilment). We may at our 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 supplier (entrepreneur) in remedying the defect, we may without setting any additional deadline repair the defect ourselves or have it repaired at the supplier's (entrepreneur's) expense. We 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.

We reserve the right to claim further damages resulting from a defective delivery or service culpably provided by the supplier (entrepreneur). The supplier (entrepreneur) will bear the burden of proof that he is not responsible for the defect. The supplier (entrepreneur) waives the plea of a delay in reporting the defect.

12. Liability/exemption from liability

The supplier (entrepreneur) 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 supplier (entrepreneur) waives the opportunity for exoneration provided for in § 831 of the German Civil Code.

The supplier (entrepreneur) undertakes to relieve us all of claims arising and levied against us by third parties on account of negligent behaviour on the part of the supplier (entrepreneur) 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 supplier (entrepreneur) gave us adequate warning of this risk before the work was undertaken.

13. Third-party rights

The supplier (entrepreneur) warrants that the goods and services delivered are free of the rights of third parties.

14. Transfer

The supplier (entrepreneur) will notify us 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 us, 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. Data protection

We point out that we process the received data of the supplier (entrepreneur) within the meaning of the basic data protection regulation. There is also a storage of personal data at group companies and delivering agencies. We also inform that beyond the execution of the Contract the data is also used for transmission to credit bureaus and other third parties. We point out that further information on data protection can be found at the following address: https://www.eni.com/de_DE/privacy-policy.page

18. Obligation to secrecy

The supplier (entrepreneur) 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 us and only to use them for the purposes of this framework contract. The supplier (entrepreneur) is required to bind his employees to secrecy, also for the time after they have left his service.

Employees of the supplier (entrepreneur) who infringe the above confidentiality undertaking may, at our request, be excluded from the fulfilment of the supplier's (entrepreneur) obligations under this contract.

Data specific to our company may under no circumstances be disclosed to unauthorised third parties.

19. Health, safety and environmental protection, compliance with HSE Regulations

The supplier (entrepreneur) is aware that Eni 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 www.enideutschland.de and www.eni.com/de, in the navigation tab under „Eni in Deutschland“ and there under „Corporate Governance“, (https://www.eni.com/en_DE/corporate-governance/quality-management.page).

Within the scope of this agreement, the supplier (entrepreneur) 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 supplier (entrepreneur) 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, Eni 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 supplier (entrepreneur) 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 Eni 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 supplier (entrepreneur) 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 supplier (entrepreneur) does not, within a reasonable period in time fixed by Eni, return to compliance with HSE Regulations.

20. Responsibility of companies for the conduct of their employees, anti-corruption, Corporate Social Responsibility and Human Rights

Partner represents and warrants that it has reviewed and understood: (a) the Eni Supplier Code of Conduct, adopted by Eni; (b) the Anti-Corruption Management System Guideline of Eni. Partner takes note that the document under (a) is available on the website https://www.eni.com/en_DE/business-activities/gtc.page, and the document under (b) is available on the website https://www.eni.com/en_DE/corporate-governance.page, and undertakes to comply with the principles contained therein.

With reference to the activities covered by or related to the Contract, Partner undertakes to comply with, and shall cause its directors, officers, employees, and collaborators engaged by Partner in the execution of the Contract (for such to be intended consultants, advisors, agents and equivalent figures – hereinafter the "Collaborators") to comply with applicable laws including, without limitation, laws aimed at combating and punishing corruption such as (i) §§ 298

seqq., 331 seqq. StGB, §§ 130, 30, 9 OWiG, (ii) the FCPA, (iii) the UK Bribery Act 2010, (iii) the Italian Legislative Decree no. 231 dated 8th June 2001 (iv) Italian Anti-Mafia laws, (v) and any other applicable anti-corruption laws in force worldwide, as well as (vi) international anti-corruption treaties such as the Organisation for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ("Anti-Corruption Laws").

Partner represents and warrants that it has issued and implemented governance policies aimed at preventing its directors, officers, employees and its Collaborators from committing, or attempting to commit, any conduct sanctioned under Italian Legislative Decree 231 dated 8th June 2001, as well as any conduct in violation of the Anti-Corruption Laws, and undertakes to maintain and ensure the implementation of these policies for the entire duration of the Contract.

Partner represents and warrants that it has no conflicts of interests and undertakes promptly to report to Eni if any such situation should arise during the performance of and in relation to the Contract. For the purpose of this Contract, conflict of interest means any situation referring to Partner that may interfere with the ability of Eni and its directors, officers, employees and Collaborators to make impartial decisions in the interest of Eni.

Partner undertakes to:

- accurately and transparently record in its accounting books any amount received or paid in relation to the Contract;
- not subject its people to working conditions, methods of surveillance or degrading housing situations in violation of applicable law. Eni reserves the right to carry out inspections and audits in the event it becomes aware of circumstantial information that reasonably infers the violation of the provisions contained in this letter b. To this end, Partner agrees to provide Eni with all the information related to the performance of the Contract in the manner to be agreed by the Parties.
- promptly inform Eni of any information relating to pending investigations, proceedings, sanctions or decisions against Partner and each direct owner of Partner, each member of the Board of Directors, managing director, general director, or equivalent figure - even if not definitive - related to conduct contrary to the Anti-Corruption laws;
- promptly inform Eni of any request or demand for any undue payment of money or other advantage received by Partner in relation to the Contract.

The Parties hereby agree that any breach, even partial, by Partner of the representations, warranties and/or undertakings in this clause, which may be reasonably expected to result in adverse consequences for Eni, constitutes a material breach of the Contract and shall entitle Eni to terminate the Contract with immediate effect.

In the event of any formal findings by any relevant authority, including judicial, obtained also from any media, evidencing any such breach, Eni shall have the right, pending the relevant verifications or findings, to suspend, in whole or in part, the performance of the Contract. Partner shall not be entitled to any payment during such period of suspension.

Partner shall indemnify and hold harmless Eni from any damage arising from or consequential to any breach by Partner of the representations, warranties and undertakings in this clause.

Partner warrants and undertakes that any subcontractors must comply with any and all obligations attributed to Partner in this clause, as if it was applicable directly to such subcontractors.

Corporate Social Responsibility and Human Rights

- Partner represents and warrants that it has reviewed and understood i) the Eni Statement on respect for human rights and ii) the Eni Slavery and Human Trafficking Statement, available on the website https://www.eni.com/en_DE/corporate-governance.page, and that it operates in line with the principles contained therein.
- Partner represents and warrants that it complies with applicable law and international best practices and guidelines aimed at preventing and contrasting violations of human rights, including among others the i) United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for multinational enterprises, ii) the ILO Declaration on fundamental principles and rights at work, iii) the US Global Magnitsky Act and related executive orders and iv) the Council Regulation (EU) 2020/1998 of 7 December 2020 concerning restrictive measures against serious human rights violations and abuses.

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- c. Partner represents and warrants that it shall respect, and shall cause its directors, officers, employees, and Collaborators engaged by Partner in the execution of the Contract to respect, human rights and shall make its best effort to avoid violating or contributing to violating human rights.

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.