



## **General Purchasing Conditions for Goods and Services**

### **1. Definitions – Space of Application – Applicable Legislation – General Principles**

1.1 These General Conditions are applied in the contract concluded through the orders of which they form an annex as well as an essential and substantial part.

1.2 In addition to the arrangements set out in these General Conditions, the supply of goods is ruled by Legislative Decree 50/16 and subsequent amendments, by Civil Code's rules and complementary laws.

### **2. Conditions for the supply of goods and services**

#### **2.1 Orders**

2.1.1 The orders issued will contain information, references and attachments necessary for the execution of the contract such as: description of the goods/services, identification code, quantity, price, delivery date, place of delivery, as well as any references to standards, specifications.

2.1.2 The orders issued must be accepted by the Supplier within five (5) working days from the date of issue, by returning a copy of the order and the attached documentation duly signed on each page, or through another evidence of order confirmation, such as for example e-mail or PEC order confirmation. The contract will be considered concluded after the receipt of all countersigned documentation. The Supplier will not be allowed to start any activity regarding the order's execution until all this process is complete, unless otherwise indicated by the customer.

2.1.3 Quantity, dimensions or other parameters indicated in the Supplier's offer or shared during the negotiations cannot be used by the Supplier for asking further refunds.

#### **2.2 Deliveries**

2.2.1 Goods must be new (unless different agreements) and delivered to the place indicated in the order.

2.2.2 The goods are intended to be return "free at destination" or "DDP-Delivery Duty Paid, place of destination" (according to Incoterms 2020), unless different specify in the order.

2.2.3 The goods must be shipped with suitable packaging in order to guarantee the arrival at destination in perfect conditions of use and travel at the complete risk of the Supplier until their acceptance by Iprona Trento, at the agreed place of delivery.

2.2.4 The goods must be accompanied by a transport document (DDT), indicating the order's number and the description of the goods as indicated in the order, and in the case of immediate invoice issue (as provided for in the following article n.4) copy of the same.

2.2.5 The delivery dates are binding for the Supplier and are intended as deadlines for delivery of the goods or for the execution of the services requested in the order.

2.2.6 The Supplier must promptly notify Iprona Trento in case of difficulty or delay in deliver the goods or the execution of the services on time, giving an indication of the potential impacts and related recovery actions.

2.2.7 In case of delay regarding the requested delivery date, Iprona Trento has the right to apply a daily penalty equal to one percent (1%) of the total amount of the order up to a maximum of twenty percent (20%) of the total amount of the order, without prejudice to the right for Iprona Trento to compensation for any greater damage, also linked to the consequent stoppage of the production lines to the breach of the Supplier and the consequent lost sales.

2.2.8 If the delay continues for a period exceeding ten (10) working days from the expected delivery date, Iprona Trento will have the right to terminate the contract and ask, in addition to the penalties, for compensation for any greater damage suffered.



2.2.9 The acceptance of the goods supplied after the expected delivery date does not constitute a waiver of the request of penalties and compensation for damages.

2.2.10 Advance and/or partial deliveries are excluded, except the prior written consent of Iprona Trento. Iprona Trento reserves the right to charge any higher costs incurred for advance shipments and/or partial occurred without the necessary consent above.

## **2.3 Testing of goods and services – Management of returns – Guarantee of good functioning**

2.3.1 The acceptance of the good or service will take place only following a positive test or machinability check which will be agreed upon with Iprona Trento and which may also be carried out in the absence of the Supplier.

2.3.2 The goods or services found to be defective or different from what is foreseen in the order, will be understood as not delivered. In this case, the Supplier will be required, at its own expense, to collect the goods or repeat the service.

2.3.3 In the hypothesis expressed at the point 2.3.2, if the Supplier is unable to restore the goods according to the agreed conditions and has already proceeded with the invoicing, the same will have to issue a specific credit note based on the information provided by Iprona Trento.

2.3.4 The Supplier guarantees the goods sold for the period of months clearly indicated in the technique documentation and included in the delivery DDT, except for a longer term specifically communicated.

## **2.4 Defects of the purchased good**

2.4.2 If the goods sold do not comply with the provisions and agreements, Iprona Trento has the right to obtain the resolution of the contract.

2.4.3 According to art. 1490 of the Civil Code, the Supplier guarantees that each good sold is immune from defects that make it unsuitable for the use for which it is intended or appreciably diminish its value.

2.4.4 Otherwise, Iprona Trento will have the right to terminate the contract or obtain a price reduction and/or elimination of defects within a term not exceeding 15 working days from the notification to the Supplier.

2.4.5 In the event of resolution of the contract, the Supplier must return the price paid and refund Iprona Trento expenses and payments legitimately made for the sale, while Iprona Trento must return the goods.

2.4.6 In derogation of the article 1495 of the Civil Code, Iprona Trento has the right to report any defects discovered to the Supplier within 15 days of discovery.

2.4.7 According to art. 1494 of the Civil Code, the Supplier is anyway required to pay a compensation to Iprona Trento in case of deriving from defects in the goods sold.

## **2.5 Technical Documentation and Modifications**

2.5.1 The description of the technical characteristics of the goods or services requested by Iprona Trento do not exempt the Supplier by the obligation to provide cost-effective and technically free solutions defects.

2.5.2 The Supplier must promptly notify Iprona Trento of any modification or improvement to the goods or of the object of the service, which he considers necessary or appropriate for the correct compliance of the contract.

2.5.3 Additional services or modifications performed without the prior written authorization of the persons in charge of Iprona Trento cannot be invoked as a basis for any claim by part of the supplier.



### **3. Special supply conditions for services**

3.1 The services must be delivered at the place and in the manner indicated in the order, maintaining, in each case, the necessary technical procedures and safety measures.

3.2 The Supplier must provide the services through its own organization of means and personnel; may subcontract the provision of services to third parties only with the prior written consent of Iprona Trento. In case of subcontracting the Supplier is not exempt from contractual responsibilities and compliance with these Conditions.

#### **3.1 Supply of labor in areas owned or available to Iprona Trento – Norms on workers' safety, civil responsibility of the Supplier**

3.1.1 In the event that the Supplier carries out all or part of the services in areas owned or available by Iprona Trento (e.g. in the case of controls, sorting of goods, ...), the same assumes to perform these services applying all the rules of safety, prevention and protection, occupational hygiene, protection of the environment and good technique, the observance of which will be imposed on its employees and any subcontractors.

3.1.2 The Supplier therefore guarantees full compliance by itself, and by its possible subcontractors, with the Italian Legislative Decree 81/2008 and the provisions issued by Iprona Trento.

3.1.3 The Supplier must provide Iprona Trento the names of the persons of the own company, with the specific tasks, responsible for carrying out the tasks referred to in Article 97 of Legislative Decree 81/2008.

3.1.4 In the event of subcontracting, the Supplier's employer must verify the technical and professional appropriateness of subcontractors with the same criteria referred to in the previous points. The Supplier is obligated to perform a careful and in-depth inspection of the areas where the activities are to be carried out, together with a person in charge of Iprona Trento, and to sign the related cooperative inspection report. During the inspection will be established and delimited the work areas involved in the performance of the services for the definition of any markings and signs.

The services will be performed by the Supplier with its own organization of means and personnel, without any bond of dependency and/or subordination towards Iprona Trento (unless otherwise agreed between the parts). Therefore, the Supplier will have full freedom and ability to organize its business in the manner which it deems most appropriate, without prejudice to scrupulous compliance with the provisions of the Single Document of Interference Risk Assessment (D.U.V.R.I.) pursuant to Article 26 of Legislative Decree 81/2008 or of the Security Plan and Coordination (PSC) pursuant to Article 100 of Legislative Decree 81/2008 complete with the file pursuant to Article 91 of Legislative Decree 81/2008, for the foreseen cases.

3.1.6 Pursuant to art. 70 of Legislative Decree 81/2008, all working equipment used by the Supplier must comply with the specific legislative and regulatory provisions transposing Community directives of product.

3.1.7 The direction, technical assistance, surveillance and control of the activities will be performed by a manager (or by a substitute) to whom the Supplier will have conferred all necessary powers and faculties, which also allows it to be usefully represented in relation to Iprona Trento.

3.1.8 The Supplier will ensure that its personnel and subcontractors are prohibited from accessing facilities, departments and locations other than where the work is to be performed, and impose, where prescribed, a certain entry and exit route.

3.1.10 The Supplier is responsible for all damages caused to things and/or to Iprona Trento and/or third parties, by its own employees or collaborators from the personnel of any subcontractors, during the performances of services in areas pertaining to Iprona Trento.

To this end, the Supplier assumes the obligation to take out a third-party responsibility and civil liability insurance policy with a leading insurance company (third parties and towards service providers) of a suitable amount to cover all possible connected risks to the object of the service and to provide a copy to Iprona Trento.

#### **4. Price, Payment Terms and Billing**

4.1 The corresponding due to the Supplier is indicated in the order and cannot be changed. The tax on added value is not included and must be applied (in accordance with the law) to the amount of the consideration.

4.2 The corresponding is all-inclusive and will be liquidated, by payment by bank transfer, according to the agreed terms of payment.

4.3 The settlement of the invoice can take place on condition that it has been issued according to the regulatory provisions and contains, in addition to the provisions of the law, all necessary information upon conclusion of the payment procedure. In particular, the invoice must include: the order number of Iprona Trento, the description of the good/service, the quantity and the unit price of the good/service, the currency and terms of payment. If the invoice does not meet one or more of the above-mentioned substantial requirements, Iprona Trento will ask the Supplier (if necessary) for the necessary substantial modifications/additions, resulting in a new start of the payment terms from the date of receipt of the invoice. It is understood that Iprona Trento cannot be held responsible in any way for any delays payment deriving from such substantial irregularities.

4.4 The invoice must be issued, according to the terms established by law, and transmitted in electronic form according to the format provided by attachment A of the DM n. 55/2013. Invoices will be accepted exclusively if issued in "split payment" (so-called Split Payment) in accordance with the provisions of the Decree Law 50/2017, converted with amendments by Law 96/2017. In compliance with the provisions of Law Decree 87/2018, converted with amendments by Law 96/2018, invoices issued by professionals subject to withholding tax, must be issued under the immediately collectable VAT regime. The Unique Office Code XS9WT43 is also communicated, which must always be included in the invoice electronic to allow the Exchange System (SDI) to correctly deliver the invoice mail to our recipient Office.

4.5 Invoices received with the wrong VAT regime will be rejected. The Supplier is not permitted to assign, neither in whole nor in part, to third parties the credits deriving from the contract.

#### **5. Obligations deriving from the employment relationship**

5.1 The Supplier, for the execution of the object of the contract, must make use of adequate personnel qualified and/or specialized with whom it maintains an employment and/or collaboration relationship, in respect of the legislation in force. The Supplier, with respect to the personnel employed, is required to obey with all the obligations deriving from the legislative and regulatory provisions in force concerning labour, social security, accident insurance and discipline, assuming all related charges at its own expense; to apply, conditions regulations and wages no lower than those resulting from the collective labor agreements applicable to the

category and in the places where the activities are carried out, as well as the conditions resulting from subsequent modifications and additions; to continue to apply the aforementioned collective agreements even after their expiry and until their replacement, for the entire period of validity of the contractual relationship; compliance with the



obligations established

by the collective labor agreements even in the event that the same does not adhere to the stipulating associations or withdraw from them; to exhibit, upon request by Iprona Trento within the term indicated by the same, all the documentation proving the fulfillment of the aforementioned obligations as well as, if required, the documentation relating to the notification of the personnel employed to the competent social security institutions and a copy of the payments contributions, social security, insurance effected.

5.2 Failure to fulfill the obligations referred to in point 5.1 gives Iprona Trento the right to terminate the contract pursuant to and for the purposes of article 1456 of the Civil Code, by communication written to be sent to the Supplier, without prejudice to Iprona Trento's right to request compensation of the damages.

## **6. Information Security and Regulatory Compliance (Directive NIS2)**

6.1 The Supplier undertakes to implement and maintain appropriate technical and organizational measures to ensure an adequate level of security for the systems, infrastructures and services used in the performance of this contract, in compliance with Directive (EU) 2022/2555 (NIS2) and the applicable national implementing legislation.

6.2 The Supplier guarantees that any subcontractor or third party involved in the execution of the activities under this contract shall be subject to equivalent security obligations, and remains fully liable for the performance of said subcontractors.

6.3 The Supplier shall notify Iprona Trento within 24 hours of becoming aware of any cybersecurity incident that may compromise, even potentially, the confidentiality, integrity, or availability of data, systems or services related to this contract.

6.4 Iprona Trento reserves the right to conduct security audits, either directly or through third parties, upon prior written notice, in order to verify compliance with the provisions of this article. The Supplier shall provide full cooperation during such audits.

6.5 Upon request by Iprona Trento, the Supplier shall undergo a supply chain-related risk assessment and share, where relevant, the results of internal audits or certifications (e.g., ISO/IEC 27001).

6.6 Failure to comply with the provisions of this article shall constitute a material breach of contract pursuant to Article 1456 of the Italian Civil Code.

## **7. Code of Ethics and Ethical Conduct of the Supplier**

7.1 The Supplier undertakes to comply with the ethical, social and environmental principles contained in Iprona Trento's Code of Ethics, which the Supplier declares to be aware of, to share and to fully observe. The Code of Ethics is available upon request or published on the Company's official website.

7.2 In particular, the Supplier undertakes to:

- Respect the fundamental rights of workers, including the prohibition of child and forced labor;
- Ensure safe and dignified working conditions;
- Guarantee equal treatment, non-discrimination and respect for the individual;
- Avoid any conduct that could constitute corruption, conflict of interest or breach of applicable laws, including anti-money laundering rules;
- Adopt environmentally responsible and sustainable practices.

7.3 Serious and/or repeated violations of the obligations under this article, or the refusal to sign any ethical compliance declarations requested by Iprona Trento, shall constitute grounds for immediate termination of the contract for cause, pursuant to Article 1456 of the Italian Civil Code.



## 8. Data Processing

8.1 Pursuant to and for the purposes of article 13 of the European Regulation no. 679/2016 relating to protection of individuals with regard to the processing of personal data, as well as the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)", hereinafter for brevity "Regulation", it is specified that Iprona Trento will provide for the collection, registration, reorganization, memorization and use of personal data, both electronically and on paper, for functional purposes carrying out Iprona Trento's institutional activities, and in particular for the purposes of the Supplier's participation the selection and possible issue of the supply contract and contract management same, as well as in order to fulfill the legal obligations connected to the management of the same contract, in relation to which the provision of personal data is mandatory. Such personal data may be communicated to public and private entities relevant to the aforementioned purposes. The Supplier has the right to exercise, regarding the existence and processing of personal data concerning him, the rights provided for by art. 12 of the Regulation.

8.2 The Data Controller of personal data is Iprona Trento, with headquarters in Via Alcide Degasperi, 38123, Trento, Italy.

8.3 If the object of this order stipulates the processing, by the Supplier, of personal data of one or more categories of interested parties managed by Iprona Trento, the latter, in its capacity as Data Controller of personal data, designates the Supplier, pursuant to Article 28 of the Regulation, as Responsible of the processing of personal data carried out on behalf of the Data Controller in the execution of this contract. The Manager confirms direct and in-depth knowledge of the obligations he assumes relation to the provisions of the Regulation on the protection of personal data and undertakes to proceed to the processing of personal data, in full compliance with the provisions of article 28 of the aforementioned Regulation and the instructions received from the Owner. The Supplier will be required to comply with the provisions of the Regulation and subsequent implementing rules, remaining solely responsible for all damages suffered by Iprona Trento as a result of failure to comply with the aforementioned provisions. In particular, the Supplier undertakes to follow these instructions:

A) is authorized to process personal data of which Iprona Trento is the exclusive owner for the purposes set out in the contract and will operate on the basis of the detailed instructions that will be provided, if where appropriate, provided by the Contract Representative of which Iprona Trento is the Owner.

B) will mainly use IT tools, operating with logic strictly related to the purposes of the services that it is obliged to render in strict compliance with the provisions in force on the subject, also in terms of data security.

C) must implement the necessary security measures, both physical and IT, aimed at protecting the integrity, the conservation and confidentiality of data, in particular that of data defined as particular by the Regulation.

In particular, the measures established by the Regulation must be strictly observed subject of minimum-security measures (Article 32 of the Regulation). In addition, it will have to adopt any additional specific measures established by the Data Controller, subject to approval of the estimate presented by the Manager regarding the costs of measures exceeding the regulatory requirement.

D) will adopt any measure on line with the provisions of the Regulation, aimed at: adapting to the relevant legislation; set up an organizational model consistent with the provisions of the law; avoid damage or irregularities predictable.

E) will identify all those who, under their own authority, physically carry out the processing operations on personal data on behalf of the Data Controller and will nominate them in writing as "persons in charge of processing", providing them, always in writing, with



appropriate and complete instructions on how to operate the treatment.

F) will provide adequate training to the persons in charge of the obligations imposed by the legislation, with particular reference to the security measures assumed.

G) notify the Data Controller of any personal data breach immediately, after becoming aware of it.

H) keep in writing, where applicable, a register of all categories of processing activities carried out on behalf of the Data Controller in accordance with the provisions of art. 30 of the Regulation.

I) will allow to Data Controller and his representatives to control the systems used for the treatment and the relative one's security measures, collaborating in checks.

J) will promptly notify the Data Controller in writing, attaching a copy of the request if it receives requests of the interested parties in exercising the rights referred to in art. 12 of the Regulation, evaluating the legitimacy with the Data Controller of the same and coordinating with the Owner in order to satisfy the requests deemed legitimate.

K) will guarantee the fulfilments and duties, even formal, towards the Supervisory Authority (Guarantor for protection of personal data), when requested and within the due limits, by arranging to collaborate promptly, as far as pertinent, both with the Owner and with the Authority. In particular: it will provide information on the processing operations carried out; will allow access to the databases subject to processing operations; will allow carrying out checks; will do what is necessary for a timely execution of the measures inhibitory, temporary in nature.

L) will allow the Data Controller and its representatives to control the systems used for processing and security measures, collaborating in checks. At the request of the Owner, the Manager will provide for self-certification or certification - with costs borne by the Data Controller – by Private Entities specialized in security and whose reliability is recognized at European level. They're excluded from the checks the equipment, structures, data or information that are not essential for the purposes of this order, and which refer to the Manager's own activity.

This appointment takes effect from the signing of this order by the Supplier and will cease following positive testing or verification of regular execution by Iprona Trento.

## **9. Confidentiality**

Regarding any information, data or knowledge, of a technical, scientific, commercial or of any other nature including, but not limited to: any document, drawing, diagram, technical specification, product, process or prototype provided by Iprona Trento to the Supplier for performance of the performance referred to in the Contract ("Confidential Information"), the Supplier undertakes, for the duration of Contract and for following years, to:

- (i) not to disclose or in any case make the Confidential Information available to third parties and to use this only for the purpose of carrying out the service referred to in the Contract;
- (ii) to copy, reproduce or duplicate the Confidential Information only to the extent necessary for the purpose of carrying out the service referred to in the Contract;
- (iii) to immediately return or destroy, at the request of Iprona Trento, any document or material that contains or refers to Confidential Information.

## **10. Intellectual Property**

The Supplier guarantees that the use of the goods and services supplied to Iprona Trento does not involve faking of intellectual property rights of third parties, assuming the burden of promptly settling any claims of third parties who assume that their property rights have been infringed. Iprona Trento is the full and exclusive owner of all the results generated by



the Supplier in execution of the contract, such as inventions, industrial design, know-how, software and any other result achieved in the fulfillment of the contract, unless otherwise agreed between the Parties.

Iprona Trento is also the full and exclusive owner of the patrimonial rights deriving from these results, such as the right to request and obtain patenting and any other form of protection - in Italy e abroad - provided for by current legislation on intellectual property, as well as the right to exploit them and dispose of it freely, without any limitation. The Supplier undertakes to take all necessary measures to ensure the transfer and full ownership of the results lies with Iprona Trento.

### **11. Governing Law**

For anything not expressly regulated by this document, the laws of the Italian Republic apply.

### **12. Jurisdiction**

For any controversy, the court of Trento will have exclusive jurisdiction, with the express exclusion of any other concurrent forum or arbitration.

By signing or accepting the purchase contract or purchase order, the Supplier declares that he has read carefully all the above clauses referring to these "General conditions of purchase for the supply of goods and services".