

To  
**Indox Energy Systems, S.L.**  
Pol. Ind. La Serra, c/dells Tres Tombs, s/n  
ANGLESOLA (Lleida)

**and for information:** Italgas Reti S.p.A.  
INGEREAL/GESPRO/PROG-SARD

**“Place, Date shown on the Digital Signature”**

**PROMA/CMMAT Neg**

**Contract n. 5800003728**

**OBJECT: DESIGN, BUILD, SUPPLY AND OPERATE UP LNG  
STORAGE TANKS, IN SARDINIA REGION.**

Tender Identification Code (C.I.G.): **A03A924B28**

You are hereby assigned the above Contract under the following terms and conditions.

This Contract is entered into by:

**Medea, S.p.A.** with registered offices and management offices in Sassari, Località Predda Niedda Strada Snc, Strada n.1 angolo Strada n.2 – 07100 Sassari (SS), Tax Code and VAT Number: SS 01620680924 - P.I. 01854250907, represented in this deed and in the execution of the procurement process by Italgas S.p.A., with registered offices and management offices in Milan, Via Carlo Bo, 11, share capital 1,003,227,568.76 euros, fully paid-up, registered at the Milan Business Register, Tax Code 09540420966, registered at the Economic and Administrative Register of Milan under no. 2097057, both belonging to the “Italgas VAT Group” VAT No. 10538260968

**and**

**Medea S.p.A.**

Sede Legale: Località Predda Niedda Strada Snc, Strada n.1 angolo Strada n.2 - 07100 Sassari (SS)  
Capitale sociale Euro 95.500.000,00 interamente sottoscritto e versato  
Codice Fiscale e Numero Iscrizione Registro Imprese: SS 01620680924 - P.I. 01854250907  
Società aderente al "Gruppo IVA Italgas" P.I. 10538260968  
Società soggetta all'attività di direzione e coordinamento di Italgas S.p.A.  
[www.medeagas.it](http://www.medeagas.it)

## **SUPPLIER**

Indox Energy Systems, S.L. - Pol. Ind. La Serra, c/dels Tres Tombs, s/n - ANGLESONA (Lleida)

### **1. DEFINITIONS**

**Inspection Bodies:** third parties delegated by the Client to attend checks and tests on the proper production and operation of the Goods.

### **2. DOCUMENTS**

The Supplies are governed by and subject to the following contractual documents, which form an integral part thereof:

- Contract
- Acceptance Form related to this Contract
- Ethics Agreement signed by the Supplier in qualification;
- Ethical Code Italgas Suppliers
- Italgas general conditions of purchase
- Security Documentation (PSC) that will be stipulated after Kick off Meeting;
- Milestone Document;
- Technical Specification on 24/10/2023
- Offer 231001501 on 21/11/2023

### **3. SUBJECT OF THE CONTRACT**

Scope of this contract is to fix the detailed design, the fabrication, factory test, PED certification, transport to site and delivery on the foundation (not included), site installation of accessories (if the case may be), site testing and operate up LNG storage tank and its accessories as necessary for the safe and reliable storage of LNG which will feed the natural gas distribution of the nearby town in Sardinia region of Italy.

The tank, its accessories (the plant in its overall) must be designed in order to:

- a) allow an unmanned operation 24/7, with supervision and control by remote;
- b) minimize forced outages since it feeds a town distribution system (uninterruptible service);
- c) have manned operation only during LNG trailer discharge (but refilling must be as much as possible managed automatically), and maintenance activities;
- d) minimize boil off rate (BOR).

The Works are on a “turn key” nature, so the Supplier will be responsible for all aspects of the design, procurement, manufacture, delivery, testing and operate up LNG storage tank and its accessories.

For the sake of clarity, this Contract is not an obligation to purchase by the Client, but intends to fix terms and conditions in case Contract/(s) would be awarded: the obligation will start, eventually, in case of Contract award (hereinafter called RdC or Contract) which shall be issued for each delivery. But no commitment is taken by the Client through this Contract.

The Works will be awarded following the issue of a Contract (or RdC) for each Plant. It will be possible to order also multiple Plant on the same time: in any case price and Site delivery will be in accordance with the relevant attachment of this Contract.

#### **4. EFFECT AND DURATION OF THE CONTRACT**

Contract starts from the date of signing and ends with the supply of the object of the contract.

#### **5. PRICES**

- For the supply pursuant to art. SUBJECT OF THE CONTRACT The following unit prices are defined according to Offer 231001501 on 21/11/2023:

The price, referring to the following tanks is:

- n. 1 with a capacity of 50 cubic meters

Euro: 149.575,00

Price indicated above, relating to the supply, installation and operate up LNG Storage Tanks include:

- Supply price includes transport cost and accessories;
- Price for installation, operate up and certification of the tank with consumables;
- Health & Safety Cost for Site Service;
- Cold Down
- Administrative cost for practices of Public Authority as indicted in Technical Specification
- Spare parts

This Contract is fixed price lump-sum, except otherwise stated in the “pricing and delivery terms document”. Vendor shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the price, code and regulations, material and workmanship.

Payments is done as per Milestones, as indicated in the relevant attachment which states the amount of price in relation to each Milestone for which the Supplier can apply for payment.

When Supplier considers that it has achieved a Milestone, it shall issue a Milestone certificate that, once approved by Client, gives the right to issue

the relevant invoice.

The Milestone certificate does not mean acceptance of that type of activity or event occurrence.

## **6. TERMS OF DELIVERY**

The Goods shall be delivered by the delivery deadline shown in each Order (RdC).

## **7. KICK-OFF MEETING**

Following Approval of the Contract by the SUPPLIER, the Contract manager may call a Kick-Off Meeting.

## **8. QUALIFICATION CERTIFICATION MAINTENANCE**

In order to guarantee and monitor the Supplier's production process and the reliability of the Asset over time, in terms of feedback relating to the qualification of the Supplier and the Asset, the Customer will send the Supplier the "Evaluation Form" attached to this Contract on a monthly basis. This "Evaluation Form" provides for the calculation of the following indicators:

- 1) Asset reliability indicator
- 2) Production quality indicator.

the meaning of which is detailed in the "Indicator Sheets" which are an integral part of the above attachment. If, even in the event of a possible dispute, the limit values indicated in the "Evaluation Form" are not respected, the Supplier will have to activate a recovery plan, completely at its own expense, in order to guarantee the return within the established limits. In the absence of an adequate and effective recovery plan, the Customer reserves the right to take any action to protect its interests and its image until the termination of the existing Contract. The Customer, in compliance with the roles of the parties, ensures the Supplier maximum collaboration in providing the data in its possession and in supporting any tests that may be necessary.

## **9. CLIENT INSPECTIONS**

The Client reserves the right to attend, directly and/or through its representatives, the testing and checks required, as well as any other additional checks deemed necessary.

The Supplier is therefore bound to notify the Client in writing of the date of the testing and checks according to the methods and time frames set out under the clause “Supplier quality controls and testing”.

It remains understood that the favourable outcome of the inspection by the Client shall not release the Supplier in any way from its liabilities and obligations arising from the Contract.

Any waiver by the Client to attend the required tests shall be communicated to the Supplier exclusively in writing.

The Client shall only bear the costs related to interventions by its own inspection personnel.

## **10. SITE TEST AND PROVISIONAL ACCEPTANCE**

All site Tests shall be carried out after the Works (also depending from other Suppliers /contractors at site Plant) are substantially complete and are in a safe and proper condition for those tests to be undertaken.

Satisfactory completion of the relevant Tests is a condition precedent to the issuance of a Provisional Acceptance certificate.

Supplier cannot unduly delay the start of any Test, once that is given minimum 3 days advance notice. Otherwise it shall be liable to reimburse any occurred costs in consequence of its absence.

Within 7 days from the satisfactory completion of Tests a certificate of provisional Acceptance shall be signed by the Client, provided that:

- a) Tests have demonstrated the capability of the Works to operate in a safe and reliable manner, in accordance with the Contract;
- b) All final drawings and documents have been delivered to Client;
- c) The Punch list (if any) has been submitted and agreed with the Client;
- d) Supplier has cleared any debt with any subcontractor employed on the site Plant, in conjunction with the Contract.

In case of Punch list, a reasonable amount of money will be deducted from the first due payment as warranty for the execution of that Punch list, and until the clearance of it.

With Provisional Acceptance, risk and care of the Works is transferred to the Client.

## **11. PENALTIES**

Without prejudice to the clause "Terms of delivery", the terms of delivery agreed between the Parties cannot be extended. Therefore, no exemption shall be permitted without prior written approval from the Client.

If the Vendor fails to achieve Site delivery as stated in the RdC, it will pay to the Client the amount stated herebelow.

Such prevision is not applicable in case such delay is caused by the Client or force majeure as described in further detail in the clause "Force majeure".

For the avoidance of any doubt, if the delay is caused by the foundation which is not ready due to delay of Vendor in supplying technical information for its design, liquidated damages will apply.

Only delays for proven causes of force majeure shall be justified, as described in further detail in the clause "Force majeure".

The Parties agree that the terms of delivery shown in each individual AO cannot be extended, and therefore no exemption shall be permitted without prior written approval from the Participating Company.

The SUPPLIER may not request an extension to the term of delivery for causes attributable to its subcontractors or to quality issues encountered during production.

The PARTIES agree that in the event of unjustified delay to the terms of delivery established in the Contract, the following penalty shall be applied to the SUPPLIER:

In the event of delay to the terms of delivery established in the schedule signed in the CONTRACT, a penalty shall apply as set out below, to be settled upon conclusion of the above contract:

- 1,5 % per week (or fraction) of the price of each Plant.

The penalty shall be applied up to a maximum of 10% (ten percent) of the price of each Plant.

Should the maximum overall penalty in the contractual relationship with one or more Participating Companies be exceeded, Medea reserves the right to automatically terminate this Contract pursuant to art. 1456 of the Italian Civil Code.

## **12. PACKAGING**

The PARTIES agree that the packaging, included in the total amount of the Contract, must guarantee the integrity of the goods and safety throughout all handling phases.

## **13. PROCEDURES FOR DELIVERY AND TRANSPORT**

The SUPPLIER must send the GOODS:

- **DPU** (Delivered at Placed Unloaded)

The SUPPLIER shall contact, at least 24 (twenty-four) hours before the date of preparation for shipment of the GOODS, the contact person indicated in each Application Order (AO) in order to agree on the conditions of delivery of said GOODS.

In the case of transport by road, it shall be the exclusive obligation of the SUPPLIER to ascertain the validity of the road haulage Contract, verifying in particular that the road haulier is registered in the Italian National Register of Road Hauliers and that all provisions set out by existing legislation are respected.

The Goods shall be delivered to the Client on the date shown in each Application Order (AO).

The delivery deadline refers to the “Goods installed at destination”.



#### **14. TECHNICAL SUPPORT**

Supplier has to guarantee technical assistance for goods supplied. In addition, they must guarantee assistance for subcontractors chosen by Client for the execution of maintenance.

#### **15. WORKMANSHIP AND MATERIALS**

All the Works shall be designed, constructed and installed in accordance with the Contract (and where not expressly provided for in this Contract, in accordance with Good Engineering and Operating Practices) and the standard and codes listed in the technical specifications. All materials, the Works and workmanship shall be of the respective character, quality or kind required by the Contract, and, in any event, shall be new and of first class quality and suitable and fit for any purpose or use for which the Plant is purchased. In addition, all such material, the Works and workmanship shall be free from defects and fit for their purpose.

#### **16. WARRANTY**

Pursuant to Art. 51 "WORK GUARANTEES" in the WORKS SECTION of the General Terms of Contract, the Contractor submits, at the signing of the contract, a first demand autonomous bank guarantee, without exception, issued by an Italian bank or an Italian branch of a foreign bank in Euro equal to 10% of the amount of the contract, as guarantee of the proper execution of the activities under the contract.

It shall be the responsibility of the Contractor to send the original copy of the guarantee to the contract manager.

Payment of the services carried out under this CONTRACT shall be subject to receipt by the CONTRACT MANAGER of the bank guarantee.

The bank guarantee must comply with Annex 20, the "first demand autonomous bank guarantee specimen (to be issued to the beneficiary on the issuing bank's letterhead)" for the accurate and due performance of the works" delivered to the Contractor during the request for proposals and annexed to the contract.

The expiry of the above guarantee must be at least 90 (ninety) calendar days after the completion date of all works set out in the Contract and must be extended by the Contractor, if the works continue past the envisaged completion date, through the issue of a specific appendix.

The Parties agree that the release of the guarantee shall be subject to verification/final inspection, with favourable outcome, of all services and contractual works, in addition to the payment of all outstanding sums to the Client, the personnel of the Contractor and Third Parties, resulting from the activities under the contract, with the provisions required by the Laws in force and with the reserves pursuant to Art. 1669 of the Italian Civil Code.

Supplier shall obtain and deliver to the Owner a duly executed first demand warranty bond, from a primary bank or insurance company approved by Owner, for an amount equivalent to 10% of price of the Plant/(s), and expiring at the end of Warranty period.

The warranty bond shall be delivered before the Commencement, or in any case before the first due payment: without prejudice to any other obligation of either party, the Owner shall not be obliged to pay any part of the price to Supplier until it has complied with its obligation under this clause.

The warranty bond may be call upon demand in writing by the Owner, at any time, without proof or further condition.

In case the warranty bond is not delivered within the time due for first payment, Vendor can ask to retain the equivalent percentage amount from any milestone due, which will be then paid at the end of Warranty period.

## **17. DURATION OF WARRANTY**

The duration of the "Warranty" is 24 (TWENTY-FOUR) months.

The defect liability period shall commence on the date of Provisional Acceptance of each Plant.

The Supplier shall be responsible for making good any defect in or damage to the Works which may appear or occur before or during the defect liability period, save to the extent that such defect results from a normal wear and tear, wrong maintenance, incorrect use (in that case cost will be bear by the Client).

When informed on defects, Supplier shall immediately (within maximum 48 hours) commence corrective action to make good the defect or damage and shall proceed to prosecute such corrective action with all due diligence and at its own cost.

In case of failure to remedy or act in a reasonable time fixed by the Client, the Client may:

- a) Carry out the work itself in a reasonable manner, at Supplier's risk and cost; the cost shall be payable on demand and may be deducted from any due payment or by executing the warranty bond;
- b) Require the Supplier to grant the Client a reasonable reduction in the price;
- c) If the defect is such that the Client has been deprived of substantially the whole of the benefit of the Works, it will be entitled to recover all sums paid in respect of such Works together with cost of dismantling the same.

## **18. SUPPLY OF SPARE PARTS**

Supplier has to guarantee supply of spare parts for 10 (ten) years.  
In addition, supplier has to guarantee supply of spare parts for maintenance.

## **19. INSURANCE**

The Supplier pursuant to art. "Insurance" of the General Specifications, by availing itself of the insurance consultants indicated by the Client under the regulatory conditions previously accepted by the Client itself and with the rates charged to the Supplier indicated below, must take out the following Insurance Policies (the "Policies"), in addition to mandatory insurance required by law:

- 1) **C.A.R./E.A.R. Policy (Contractors'/Erection All Risks):** the insurance against damages suffered or caused during execution of the Works or attributable to them.

The insurance coverage will be issued exclusively and specifically for the Works provided for this contract and will be characterized by insurance elements (regulatory, guarantees, limits and ceilings, retentions, etc.) such as those defined in the CAR / EAR Policy Model

and relative technical sheet attached to the Tender Agreement and the insured sums listed below:

Fascia di valore dell'appalto	Partita	Somme assicurate
Fino a € 500.000 (cinquecentomila)	P1	Valore complessivo delle Opere oggetto dell'Appalto
	P2	€ 100.000,00
	P3	€ 100.000,00
Da € 500.000 e fino a € 1.000.000 (unmilione)	P1	Valore complessivo delle Opere oggetto dell'Appalto
	P2	€ 200.000,00
	P3	€ 200.000,00
Oltre € 1.000.000 (unmilione)	P1	Valore complessivo delle Opere oggetto dell'Appalto
	P2	€ 300.000,00
	P3	€ 300.000,00

- Item 1 - Value of the Works;
- Item 2: Pre-existing works;
- Item 3: Demolition and clearing costs;

The insurance coverage will take effect at least from the start date of the Works, remain active for the entire duration of the Works with a minimum of 12 months.

Rates charged to the Supplier will be equal to:

Duration	Rates Charged
Up to 24 mesi + any extensions	1,528 %
Over 24 months and up to 36 months	1,650 %

including taxes, to be applied on the sum of items 1,2 and 3 referred in the previous point.

In the case of any time extensions, or in the event of further increases in the contract value, premium payable by the Supplier will be adjusted.

2) **RCT/O Policy:** for Third Party Liability Insurance (RCT) and Employers' Liability Insurance (RCO) of Supplier.

The insurance coverage will be issued exclusively and specifically for the Works provided for this contract (reserved ceilings) and will be characterized by insurance elements (regulatory, guarantees, limits and ceilings, retentions, etc.) such as those defined in the RCT / RCO Policy Model and relative technical sheet attached to the Tender Agreement with a minimum of 24 months.

The insurance coverage will take effect at least from the start date of the Works, remain active for the entire duration of the Contract.

The policy premium, including taxes, to be paid by the Supplier, will be calculated on the contract's value and resulting from the breakdown of the value itself according to the ranges in the table below:

Ranges value of the contract		Annual rate % by ranges, taxes included	Minimum Gross premium
- €	1.000.000,00 €		2.700 €
1.000.000,01 €	5.000.000,00 €	1,40 ‰	
5.000.000,01 €	10.000.000,00 €	0,97 ‰	
10.000.000,01 €	25.000.000,00 €	0,70 ‰	

The resulting policy premium will be valid for the entire duration of the contract and its payment will be distributed as follows:

- In the case of a contract lasting less than or equal to 18 months, the premium will be paid in a lump sum;
- In the case of a contract lasting more than 18 months, the premium will be paid in annual installments.

In the case of any time extensions, or in the event of further increases in the contract value, premium payable by the Supplier will be adjusted.

The Supplier, limited to the RCT/O policy, alternatively has the right to take out above Policy also with a “Leading Insurance Firm”, provided that policy provides for insurance elements (regulatory, guarantees, limits and ceilings, retentions, sum insured, etc.) identical to those contained in the RCT / RCO Policy Model and relative technical sheet.

“Leading Insurance Firm” means:

- a) An insurance company duly authorised to carry out the respective branch of insurance in Italy and that enjoys a minimum rating of at least “Investment grade” (BBB for Standard & Poor’s; Baa3 for Moody’s; BBB for Fitch; B+ for Best)
- b) An insurance company that, although without a rating, is controlled by a company that enjoys the rating grades indicated in point a) above.

In the event of non-stipulation of the Policy according to the standards provided in this Article, the Client will not proceed to sign the contract.

It is understood that:

- I. The part of the damages not compensated or reimbursed for under-insurance or application of limits, sub-limits, ceilings, deductibles or policy shortfalls remains the exclusive responsibility of the Supplier;
- II. Activation of the Policies does not constitute any limitation of the liabilities of the Supplier deriving from contractual agreements with the Client and/or from laws;
- III. The Client reserves the right to request an adjustment of the limits and sub-limits of the Policies, based on any increases and/or changes to the risk profiles reported;
- IV. The Supplier expressly gives his consent to:
  - a. Trasmission of personal data to the insurance consultants in charge of placing insurance products necessary and / or functional to the stipulation of the contract;

- b. to be contacted by insurance consultants, mentioned above, through remote communication techniques and, in particular, by e-mail and/or dedicated web platform, for the purposes mentioned above;
- c. Receipt and transmission of pre-contractual and contractual documentation by means of non-durable paper support, by e-mail and/or dedicated web platform, without prejudice to the right to modify this method of communication.

## **20. LIABILITIES OF THE PARTIES**

### **Liabilities**

With the exception of wilful misconduct or gross negligence, as established by art. 1229 of the Italian Civil Code, and of violations of the provisions of clauses “INTELLECTUAL PROPERTY RIGHTS – PATENTS, TRADEMARKS, LICENCES AND OTHER COPYRIGHT-PROTECTED WORKS” and “ADMINISTRATIVE LIABILITY”, the overall liability of the Supplier in relation to the Contract may not exceed the value of the Contract itself.

The Supplier shall therefore be liable for damage caused and shall indemnify and hold the Client harmless from and against any request, claim and/or action by whomever brought.

### **Equipment, materials and personnel of the Supplier and Main Subcontractors/Other Subcontractors**

Should damage arise, in execution of the Contract (including any transportation), to:

- personnel of the Supplier and the main subcontractors/other subcontractors;
- equipment and material of the Supplier and the main subcontractors/other subcontractors involved in the scope of the Contract;

the Supplier shall assume all liability for these damages, exempting the Client from any liability.

The Supplier shall therefore indemnify and hold the Client harmless from and

against any request, claim and/or action brought by the personnel of the Supplier and/or the above parties as a result of the aforementioned damages.

#### **Damages to third parties**

The Supplier assumes all liabilities for damages caused to third parties by its personnel and/or by its main subcontractors/other subcontractors and/or consultants/external staff, and shall therefore indemnify and hold the Client harmless from and against any request, claim and/or action brought by third parties as a result of the aforementioned damages.

The Client assumes all liabilities for damage caused to third parties by its personnel during execution of the Contract, exempting the Supplier from any liabilities.

#### **Additional damages**

The Parties are not mutually liable for loss of earnings, any loss of profits, loss of production, loss of contracts and/or indirect and/or consequential damages.

#### **Liability in relation to Health, Safety and the Environment**

The Supplier shall bear all costs, expenses and consequences arising from non-compliance with the current rules on the protection of health and safety of workers and/or environmental protection and/or radioprotection, indemnifying and holding the Client harmless from and against any liabilities.

#### **Liability for information verification and reliability**

The Supplier will take all reasonable steps to ensure the due verification and reliability of information provided to the Client and/or third parties. The Supplier shall not be liable to the Client for any inaccurate or incomplete information provided by the Client itself.

#### **Liability for failure to pay remunerations, social security contributions, mandatory insurance premiums and withholding taxes**

The Supplier shall indemnify and hold the Client harmless from and against all amounts that the latter must pay for remunerations, social security contributions, mandatory insurance premiums and withholding taxes related to the personnel of the Supplier and any main subcontractors/other subcontractors.



## **21. QUALIFICATIONS OF THE SUPPLIER**

The Supplier, for the entire duration of the Contract:

- must meet the general requirements pursuant to art. 80 of Legislative Decree no. 36 of 2023;
- must not meet any of the criteria for forfeiture, suspension or prohibition in accordance with Anti-Mafia Legislation;
- must not be involved in attempted Mafia infiltration referred to in Anti-Mafia Legislation;
- must respect the provisions of the Ethics and Integrity Agreement, signed in express acceptance;
- must maintain all the requirements relating to its qualifications;
- must satisfy the necessary technical-professional competence requirements in relation to the protection of health and safety in the workplace in accordance with Article 26, subsection 1, letter a), or Article 90, subsection 9, of Legislative Decree No. 81/2008, having regard to the activities the subject of the Contract.

Should the Supplier fail to comply with even just one of the aforementioned requirements, the Client reserves the right to terminate the Contract as per the clause "Termination of the Contract" in the Special Conditions.

- The Client reserves the right to request the Supplier at any time to produce any relevant certificate/document/declaration relating to the continued satisfaction of the aforementioned requirements, and in any case to ascertain, also on an independent and discretionary basis and at any time, that those requirements are in fact satisfied.

-If such documentation is not exhibited by the deadlines indicated in the request or if even just one of the aforementioned requirements is not complied with or if what the Supplier has exhibited or produced, for the purposes of winning the Contract or its execution, is at any time irregular, incomplete or untruthful, the Client reserves the right to terminate the Contract as per the clause "Termination of the Contract" in the Special Conditions.

-The Supplier undertakes to immediately inform the Client should changes occur to its subjective requisites. Should it fail to do so, the Client reserves the right to terminate the Contract as per the clause "Termination of the Contract" in the Special Conditions.

## **22. OBLIGATIONS OF THE CLIENT**

The Client will have the following obligations:

- provide the Supplier with non exclusive access and possession of so much site Plant as may be required and agreed to enable the Supplier to commence and proceed with the execution of the Works on the Plant.
- make the payments when due and as per this Contract.
- approve or comment drawings and documents as indicated in the technical specification.
- select and pay the safety coordinator, the director of work, the testing engineer as per Italian Laws.
- supply LNG and THT as required.
- name and appoint a person to act as Client's representative for the purpose of the Contract

## **23. OBLIGATIONS OF THE SUPPLIER**

Supplier will have the following obligations:

- perform the Works in strict accordance with this Contract.
- inspect access route to each contracted Plant in order to assess transportability, and then apply and obtain any type of permission for the transport.
- give prior notice to Client relevant to site deliveries. For the main components (tank) seek for Client's authorization before shipment.
- perform the Works in strict accordance with the applicable codes, standard and laws.
- Plant will be shared with other Suppliers /contractors which execute other task, so coordination both during design and execution is a critical issue between the duties of the Supplier.
- coordinate with balance of plant contractor to supply same type of valves and instruments, in order to facilitate maintenance activities of the Plant. In case of disagreement, Client will decide what such components must be procured by both, without any right to claim for extra costs.
- design the Works for a useful life not less than 20 years.
- give free access to Client and its representatives to factory to allow inspections and factory tests.

- be responsible for the care of the Works until Provisional Acceptance, date of the risk transfer.
- witness meeting with other contractors/supplier as required by Client, for coordination purpose.
- name and appoint a person to act as Supplier's representative for the purpose of the Contract

## **24. MAIN SUBCONTRACT**

### **Definition of Main Subcontract**

- With reference to the clause "Main Subcontracts" of the General Terms of Contract, a "Main Subcontract" is any contract by which the Contractor entrusts third parties to implement part of the contract performances or works the subject of this Contract. In any case, a Main Subcontract is any contract pertaining to the activities of this Contract wherever performed, and which require the use of manpower.

- "Main Subcontractors" are those who are assigned to perform those activities.

- If the Contractor intends to ask for authorisation to subcontract the activities indicated during the Offer, the Contractor has a duty to send the Contract Manager, at least 60 (sixty) days prior to the anticipated start date of the activities covered in the Subcontract, the related "letter requesting authorisation to enter into a Main Subcontract" (1), together with all the statements and documentation indicated therein.

The aforementioned deadline is reduced to 30 (*thirty*) days if the value of the Main Subcontract is less than 2% of the value of the services assigned or less than 100,000 euros.

The request for authorisation of a Main Subcontract and all required supporting documentation shall be sent to the Contract Manager, using the dedicated functionality available on E-Business.

- Any authorisation of the Main Subcontract by the Contract Manager shall also be subject to:

- a check that the exclusion grounds set out in art. 80 of Legislative Decree 36/2023 do not apply to the Subcontractor;

- satisfaction of the conditions laid down in Anti-Mafia Legislation and Legislative Decree 36/2023. The Parties agree that if it emerges during anti-mafia checks that the Main Subcontractor is prohibited from signing contracts, the Client may revoke the authorisation at any time in accordance with applicable Anti-Mafia legislation;
- a check that the Main Subcontract agreement contains, in relation to the activities to be carried out, payment terms and contractual conditions that allow the Client to perform the checks set out in art. 105 of Legislative Decree 36/2023 and those set out in the following point 27.6;
- the Main Subcontractor signing the Ethics and Integrity Agreement in full acceptance thereof.

-A Main Subcontract shall always be authorised in writing, according to the forms provided by the Contract Manager and which can be downloaded from the e-Business system

-The Contractor's request for authorisation of a Main Subcontract must contain, in addition to the information required for legal checks, as described in the main subcontract request form provided by the Client:

- a copy of the draft main subcontract containing the Contractor's undertaking to pay the Main Subcontractor - without discount - the costs due for safety;
- duly completed ESPD of the Main Subcontractor;
- Ethics and integrity agreement, signed by the Main Subcontractor in full acceptance thereof (*supplied by the Client together with the Request for Proposal*);

The Parties agree that if, in the course of the duration of the Main Subcontract, substantial changes to the Main Subcontractor's management structure occur, its legal representative or other person formally delegated by the latter shall promptly notify the Contractor of this in writing.

-If a Main Subcontract is authorised, the Contractor shall:

- (i) file with the Contract Manager a copy of the Main Subcontract agreement signed by the Parties at least 20 (twenty) days before the start of activities;
- (ii) send the Contract Manager the Main Subcontract agreement, certified in accordance with Title VIII, Chapter I, of Legislative Decree No. 276 of 10 September 2003, as amended, in the event that works are to be carried out in places subject to pollution or in bordering areas, in accordance with Decree 177/2011 of the President of the Republic
- (iii) display - prior to the commencement of works - suitable placards inside the worksites.

-The Contractor shall be accountable to the Client for exact compliance by the Main Subcontractors with all the obligations and duties deriving from the Contract.

-Authorisation for the Main Subcontract will be revoked in relation to the seriousness of any detected non-compliance by the Main Subcontractor itself regarding the legal or contractual obligations - thereby requiring the Contractor to ensure that the Main Subcontractor ceases the contract performances and removes persons and property within its remit from the worksite or from the place where performances were implemented - and also in all the following cases:

- if the Main Subcontractor fails to satisfy any one of the grounds for exclusion pursuant to art. 80 of Legislative Decree 36/2023 or if it produces a statement attesting to the absence of such grounds which turns out to be irregular, false or incomplete;
- if the Main Subcontractor no longer satisfies the necessary technical-professional competence requirements related to health and safety in the workplace;
- if there is evidence against the Main Subcontractor of causes for disqualification, in accordance with and for the effects of Anti-Mafia Legislation;
- violation of the Ethics and Integrity Agreement.

If authorisation for the main subcontract is revoked, the Client shall in any case be entitled to request compensation for loss from the Contractor and, if applicable, to terminate the Contract.

-The Contractor shall verify the suitability of the insurance cover taken out by the authorised Main Subcontractors (third party liability insurance (RCvT) and employers' liability insurance for employees/workers (RCO)).

-The Client - also through the Works Director - reserves the right to conduct checks in the Worksite or request the Contractor to provide all the necessary documentation if it is established that workers are being used in implementing the Contract who are on secondment from an equipment rental company without operator (or an enterprise associated with same).

- The Contractor will indicate in the system, in the appropriate field, the annual turnover of the Main Subcontractor for the last three financial years (where possible).

- If the aforementioned obligation to request authorisation for the main subcontract in advance and/or notification of the main subcontract is shown to have been infringed, the Client shall be entitled to terminate the Contract in accordance with and for the effects of art. 1456 of the Italian Civil Code, and to claim compensation for further loss.

-Main Subcontract agreements are managed in accordance with art. 105 of Legislative Decree 36/2023.

The Main Subcontract cannot exceed 40% (Forty percent) of the value of the entire contract.

## **25. OTHER SUBCONTRACT**

### **Definition of Other Subcontract**

“Other Subcontracts”, for the purposes of this Contract, are all Contracts that are signed by the Contractor and third parties and relate to the execution of works, supplies and services to achieve the Work which do not fall under the Main Subcontracts. The following shall, in any case, be considered to be Other Subcontracts (rather than Main Subcontracts):

- i. supplies without the provision of manpower;

- ii. supplies with installation and equipment rental with operator which, singly, represent less than 2 percent of the value of the Contract and less than Euro 100,000.00 and if the incidence of the cost of labour and personnel does not exceed 50% of the value of the Contract;
- iii. contracts assigning specific activities to self-employed workers (intellectual work) and the sub-supply of IT products from a catalogue, independently of the place where the activities are carried out, of their cost and of the impact of manpower on the value of the Contract.

“Other Subcontractors” are those with whom the Contractor signs Other Subcontracts.

### **Regulation of Other Subcontracts**

Whenever the Contractor enters into any Other Subcontract, it shall notify this in writing to the Contract Manager, specifying on this occasion the Other Subcontractor’s business name/company name and simultaneously attaching the following documentation:

- a. a “Declaration in lieu of the Certificate of registration with the Chamber of Commerce, Industry, Handicrafts and Agriculture in accordance with Decree No. 445/2000 of the President of the Republic”, in compliance with the specimen that the Client supplied to the Contractor together with the Tender Specifications, signed by the Other Subcontractor’s legal representative;
- b. a declaration by the Other Subcontractor in accordance with Decree No. 445/2000 of the President of the Republic, to the effect that the general conditions/qualifications are satisfied, which are referred to in art. 80 of Legislative Decree No. 36/2023, as amended and supplemented, in compliance with the specimen which the Client supplied to the Contractor together with the Tender Specifications;
- c. the list of names of personnel who will implement the intervention (if the intervention is to occur on the Worksite);
- d. the description of the activities the subject of the Other Subcontract, and the duration thereof;
- e. the economic value of the activities the subject of the Other Subcontract;
- f.a declaration in lieu of certification in accordance with Decree No. 445/2000 of the President of the Republic, by which the Contractor

- states that the supplies with installation and the equipment rental with operator conform to the limits referred to in clause 7.1.2;
- g. a declaration by the Contractor in accordance with Decree No. 445/2000 of the President of the Republic – in compliance with the specimen that the Client supplied to the Contractor together with the Tender Specifications – to the effect that the audit of the Other Subcontractor’s technical-professional competence was duly carried out, and proved successful;
  - h. a declaration of inclusion on the white list referred to in Article 1, subsections 52 to 59 of Law No. 190/12, if the Other Subcontractor in question is entered therein.

The communication referred to in the preceding clause and documentation attached thereto shall be sent to the Contract Manager at least 30 calendar days before the date when the activities subject of the Other Subcontract commence, to enable:

- a) the Contract Manager to verify the Other Subcontractor's technical-professional competence in the area of safety at work; and
- b) the Other Subcontractor to access to the area where the contract performances outsourced are to be implemented.

The Contract Manager will be informed in writing of the positive outcome of the checks before the commencement of the Other Subcontractor's activities.

The Contractor shall also promptly notify the Client of any updates to the information referred to in Clause 29.3.1 occurring during the implementation of the Main Subcontract.

The Contractor shall verify the suitability of the insurance cover taken out by Other Subcontractors (third party liability insurance (RCvT) and employers' liability insurance for employees/workers (RCO)).

If anomalies are discovered during the Other Subcontractor’s implementation of the contract performances, the Contract Manager can inform the Contractor of this and prevent said contract performances from proceeding. The Contractor shall be obliged to act on this information received, by ensuring that the Other Subcontractor removes persons and property within its remit from the worksite or the place where the latter’s contract performances were being implemented. If the Contractor infringes the aforementioned obligations under this clause, the Client will be entitled to



terminate the Contract in accordance with clause “TERMINATION OF THE CONTRACT”.

## **26. LIMITATION OF THE SUBCONTRACT**

The value of Subcontract can't exceed 40% (forty percent) of the value of the Contract.

Subcontracting, within the above limits, is subject to the prior written authorization of the Client.

The subcontracting authorization request letter must be drawn up in accordance with the form delivered in the Offer Request.

## **27. OBLIGATIONS OF THE MAIN SUBCONTRACTOR/OTHER SUBCONTRACTOR ON THE TRACEABILITY OF FINANCIAL FLOWS**

The **Supplier** is required to include the following clauses in any main subcontracts and other subcontracts signed for the execution of the works:

1. The company ..... (enter name of main subcontractor/other subcontractor), as main subcontractor/other subcontractor of the company ..... (enter name of Contractor), in the context of the contract signed with the Client, identified by Tender Identification Code (CIG) ....., assumes all obligations of traceability of financial flows referred to in art. 3 of Law No. 136 of 13 August 2010, as amended.
2. The company ..... (enter name of main subcontractor/other subcontractor), as main subcontractor/other subcontractor of the company ..... (enter name of Contractor) undertakes to immediately notify the Client of any non-compliance by its counterparty with applicable financial traceability obligations.
3. The company ..... (enter name of main subcontractor/other subcontractor), as the main subcontractor/other subcontractor of the company ..... (enter name of the Contractor) undertakes to send a copy of this contract to the Client Company.

## **28. FIXED PRICES**

Except as otherwise provided for in the Contract, the prices set out in the Contract are fixed and invariable for the entire duration thereof, or in any case until completion of the supply.

No variation will be allowed, regardless of the reason it is asked for.

## **29. INVOICING**

Each invoice must:

- be issued no earlier than the delivery of the Goods and the related acceptance by the Client;
- refer to only one transport document;
- contain references to and the date of the transport document;
- contain the number and date of the Contract it refers to;
- include also the following wording: "the credit covered by this invoice cannot be assigned to third parties";
  
- be made out to:

Medea S.p.A  
Località Predda Niedda Strada Snc, Strada n.1 angolo Strada n.2  
07100 Sassari  
Tax code 01620680924

- The invoice must be issued electronically (XML) according to the technical specifications established by the Italian Revenue Agency and sent by means of the Interchange System (SDI) managed by the Agency (from 1 January 2019, invoices issued in other formats and/or not sent using the Interchange System shall be considered not issued).

- Since Medea S.p.A. is part, as of 1 January 2019, of the "Italgas VAT Group" (regulation under Title V-bis of Decree no. 633 of the President of the Republic of 26 October 1972), all debit transactions (sales of goods and provisions of services received by the companies of the "Italgas VAT Group" from parties not belonging to the Italgas VAT Group), for VAT purposes, are considered carried out with the "Italgas VAT Group" and therefore in relation to VAT Number 10538260968. The Italgas VAT Group company (legal entity)

that carried out the transaction is identified by the mandatory indication in the invoice of the company's tax code, in addition to the VAT number of the "Italgas VAT Group". Therefore, in invoices issued on or after 1 January 2019, both the VAT Number of the "Italgas VAT Group" (10538260968) and the tax code of Italgas Reti S.p.A. must be indicated as follows:

- Section 1.4 <CessionarioCommittente> of the "electronic invoice" XML format
  - 1.4.1.1.1 <IdPaese>: IT
  - 1.4.1.1.2 <IdCodice>: 10538260968
  - 1.4.1.2 <CodiceFiscale>: 01620680924
  - 1.4.1.3.1 <Denominazione>: Medea S.p.A.
  - 1.4.2.1 <Indirizzo>: Località Predda Niedda Strada
  - 1.4.2.2 <NumeroCivico>: Snc, Strada n.1 angolo Strada n.2
  - 1.4.2.3 <CAP>: 07100
  - 1.4.2.4 <Comune>: SASSARI
  - 1.4.2.5 <Provincia>: SS
  - 1.4.2.6 <Nazione>: IT

-In addition to the compulsory elements as per point 7.3 above and the description of the nature and quality of the object of the sale/provision (Section 2.2 <DatiBeniServizi> of the "electronic invoice" XML format), the electronic invoice must also contain the following details, which are necessary for the effective and timely management of the commercial relations between the Parties:

- details of the Contract / Order of reference;
- details of any work progress reports or transport documents (to be attached to the invoice);
- the payment terms;
- the IBAN code to be used for payment;
- the wording "The credit referred to in the invoice may not be assigned to third parties" (wording not to be included in the event of authorised transfer of the credit);
- any other details requested through specific subsequent communications.

-The above details/annexes may be inserted in the fields provided by the "electronic invoice" XML format in sections 2.1 <DatiGenerali>, 2.2

<DatiBeniServizi>, 2.4 <DatiPagamento> and 2.5 <Allegati>. Failure to indicate the required details may cause delays in the accounting and payment of invoices, not attributable to Italgas Reti S.p.A.

-The electronic invoice in XML format must be sent exclusively through the Interchange System managed by the Italian Revenue Agency. For the purposes of delivering the invoice to Medea S.p.A., the “Recipient Code” (*Codice Destinataro*) of the intermediary tasked to receive the electronic invoices from the SDI for all companies of the “Italgas VAT Group”, to be inserted in the invoices, is: MZO2A0U. Therefore, Section 1.1 <DatiTrasmissione> of the “electronic invoice” XML format (ver. 1.2.1) must include the above code MZO2A0U in field 1.1.4 <CodiceDestinatario>, while field 1.1.6 <PECDestinataro> must be left blank.

-The invoice amount, including VAT, will be paid 60 (sixty) days end of month, invoice date.

-The Supplier shall – within 7 consecutive calendar days from the date of Contract award – send the communication based on the Form (declaration in lieu of affidavit) received with the request for proposals, for the purposes of traceability of financial flows referred to in art. 3 of Law No. 136/2010.

This declaration shall be sent as follows:

- by certified electronic mail of the Supplier to the following address:  
[dichiarazionicertificate@pec.italgas.it](mailto:dichiarazionicertificate@pec.italgas.it)

### **30. PAYMENTS**

The contents of the art. "PAYMENTS" of the General Conditions, in particular as regards the sending of any duly completed forms, on a monthly basis.

### **31. COMMUNICATION AND CONTRACT MANAGER**

All communications related to this Agreement shall be made in writing and considered valid if delivered personally or sent via registered letter with proof of receipt, e-mail, telegram or fax, to the following addresses:

CLIENT:

- for commercial communications:

Medea S.p.A.  
C/o Italgas S.p.A.  
PROMA/CM BUSREG – Mr Alessandro Negro  
Largo Regio Parco 11  
10153 TURIN

- for technical/operational communications:

CONTRACT MANAGER

Medea S.p.A.  
INGEREAL/GESPRO/PROG-SARD  
Luigi D’Orsi  
Email: [luigi.dorsi@italgas.it](mailto:luigi.dorsi@italgas.it)

**SUPPLIER:**

Indox Energy Systems – Jordi Segura Morancho  
Email: [jseguram@indox.com](mailto:jseguram@indox.com)

These communications shall be considered effective, to all intents and purposes, from the date of their receipt by the intended recipient. Each Party may modify their address information with written notice of at least 15 (fifteen) days to the other Party.

**32. INFORMATION ON PERSONAL DATA PROCESSING**

Each Party informs the other, pursuant to articles 13 and 14 of EU Regulation 2016/679 on personal data protection (“General Data Protection Regulation” or “GDPR”) that the data sent in relation to its own personnel for the purposes of executing this contract, such as the name and contact details of the internal contact persons in charge of managing the contract; the contact details of the employees implementing the contract, including but not limited to qualifications, telephone numbers, e-mail addresses and any personal data relating to the legal representatives for the purposes of economic and

financial checks (hereinafter referred to as the “Data Subjects”), be these provided directly or acquired from public sources (e.g. Chambers of Commerce), shall be processed in accordance with the GDPR and national regulations, in addition to any measures issued by the Supervisory Authority (Italian Data Protection Authority), where applicable.

#### 1. Purposes and legal basis for the processing

Personal data processing is carried out by the Parties for the purposes associated with the establishment, management and execution of the contractual relationship, including but not limited to the fulfilment of legal and regulatory obligations (e.g. tax and accounting obligations, obligations arising from regulations on occupational health and safety), administrative management of contracts, including management of payments and invoices; management of any disputes; hiring in relation to mutual requirements, for group reporting purposes, internal controls (safety, quality of services, capital integrity), management control and certification.

For the personal data processing for the aforementioned purposes, it is not necessary to acquire specific consent from the Data Subjects, since the processing is justified by the legal basis set out by art. 6, subsection 1, lett. b) of the GDPR.

#### 2. Data storage

The data shall be stored in accordance with the applicable personal data protection legislation for the entire period of time necessary to comply with the aforementioned purposes.

The data required to meet statutory and tax obligations shall be stored for the entire duration of the contractual relationship and even after termination of the contract, in accordance with said obligations (e.g. statutory obligation to keep invoices and company documentation for at least 10 years pursuant to art. 2220 of the Italian Civil Code).

#### 3. Disclosure, dissemination and transfer of data

Without prejudice to the communications made in accordance with legal and contractual obligations, the data may be disclosed to external staff and consultants (e.g. tax or legal consultants), public bodies and administrations in the context of any public tenders where necessary, as well as to parties authorised by law to receive this information, Italian and foreign legal authorities and other public authorities, for the purposes related to compliance with legal obligations, or for the execution of obligations assumed and arising from the contractual relationship, and for any in-court defence requirements.

In the context of its own organisational structure, the data shall be processed by authorised individuals acting under the authority of the data controller, appropriately trained by that data controller, mainly using electronic and manual systems in compliance with the principles applicable to personal data processing pursuant to art. 5 of the GDPR.

The data may be sent to other companies of the Italgas Group, where necessary for internal administrative purposes and for the purposes of group coordination and control.

Personal data shall not be subject to disclosure. The data are not sent outside the European Union; nevertheless, where, due to specific requirements associated with the location of the company's servers and due to the coordination requirements of the Group's activities, it is necessary to send the data to countries outside the European Union, including countries that do not offer adequate protection, the data controller shall ensure the appropriate levels of protection and safeguarding, including contractual, according to the applicable regulations, including the signing of standard contractual clauses (a copy of the commitments assumed by third parties in the context of these clauses can be requested from the Data Protection Officer at the below address). The list of countries located outside the European Economic Area where data is sent is available on request from the Data Protection Officer.

#### 4. Data Subjects' rights

The data subjects may, in relation to the data processing described herein, exercise the rights laid down in the GDPR (articles 15-21), including:

receive confirmation of the existence of their personal data and access its content (right to access);

update, amend and/or correct their personal data (right to rectification);

ask for it to be deleted or to restrict the processing of data processed in breach of the law including that which need not be retained in relation to the purposes for which the data was collected or otherwise processed (the right to be forgotten and the right to restriction);

object to the processing (right to object);

lodge a complaint with the Supervisory Authority in the event of a breach of personal data protection regulations;

receive electronic format copies of the data concerning them provided in the context of the contract and ask for this data to be sent to another data controller (right to data portability).

Data Subjects may send requests to exercise their rights to the following e-mail address: [dpo.gdpr@italgas.it](mailto:dpo.gdpr@italgas.it).

5. Identity and contact details of the Data Controller and contact details of the Data Protection Officer

The Data Controller is ITALGAS RETI S.p.A., with registered offices in Turin, L.go Regio Parco, 9, represented by the Legal Representative at the time.

The Italgas Group has appointed a Data Protection Officer, who can be contacted at the following e-mail address: [dpo.gdpr@italgas.it](mailto:dpo.gdpr@italgas.it).

### **33. SUPPLIER DECLARATIONS**

The Supplier declares:

- a) that it is the legitimate holder of the rights to economic exploitation of trademarks, patents, distinctive marks, designs, models or works protected by transferred copyrights or that it has obtained authorisation from the legitimate holders for their use by third parties;
- b) that the rights of use and/or exploitation of the industrial and/or intellectual property rights transferred or licensed for use do not breach any third-party industrial/intellectual property right;
- c) its commitment to indemnify and hold the Client harmless from any damage or prejudice arising as a result of the untruthfulness, inaccuracy or incompleteness of this declaration.

Furthermore, the Supplier undertakes:

- d) to guarantee confidentiality with reference to access to and the processing of inside information;
- e) to guarantee the non-criminal origin of money, goods or other benefits that are transferred, replaced and/or used in economic/financial activities.

### **34. FORCE MAJEURE**

Only exceptional events (such as acts of God, floods, acts of sabotage, wars, popular uprisings, riots, etc.) which cannot be ascribed to the Parties and whose effects could not be prevented thereby or cannot be overcome by



taking all measures and steps imposed by utmost technical and organisational diligence, shall be considered as events of force majeure.

Therefore, force majeure does not include events which, albeit not directly ascribable to the Supplier, can be ascribed to the Supplier's lack of foresight and/or planning.

Strikes are considered as an event of force majeure only when they are "general" or national for the sector which the Supplier operates in and solely for the purpose of granting any extensions.

Any third party delay in delivery amounts to an event of force majeure only if it can be ascribed to an event of force majeure referred to above. A similar principle will apply in case of an authorised Main Subcontract; in case of Other Subcontracts, the entire risk of force majeure is borne by the Supplier.

The Supplier shall notify the Client promptly, in writing, of the occurrence or termination of an event of force majeure and, in any case, within 3 days of the event.

### **35. COMPETENT VENUE AND DISPUTE RESOLUTION**

Any disputes that are not amicably settled will be submitted to the Courts. The exclusive competent venue is that of Milan. In case of disputes, the Supplier shall abide by the Client's instructions, without suspending or otherwise delaying the regular supply of the Goods, which would lead to forfeiture from the Contract.

### **36. TRANSFER OF THE CONTRACT**

The Supplier is prohibited from transferring all or part of the Contract to Third Parties.

Failure to comply with this prohibition shall lead to the immediate and automatic termination of the Contract pursuant to art. 1456 of the Italian Civil Code, which shall be notified by means of a registered letter with proof of receipt sent to the Supplier, notwithstanding the Client's right to claim compensation for all consequent losses and the repayment of any costs incurred.

In case Client has some credit with Supplier in conjunction with the Contract, such credit can be deducted by the first due payment.

### **37. ASSIGNMENT OF BUSINESS BRANCH**

Should the Supplier intend to sell or rent out its business to third parties, in whole or in part, it shall give formal notice to the Client of such intention at least 30 (thirty) days prior to the execution of the corresponding contract of sale or lease, enclosing at the same time any related documents (by mere way of example, the draft contract of sale or lease, the certified copy of the registration of the third party assignee/lessee in the Business Registry).

This obligation is meant to enable the Client to carry out, duly in advance, any controls regarding the Third party assignee or lessee, in compliance with the current law.

Without prejudice to the provisions of art. 2558 of the Italian Civil Code, the Supplier's failure to comply with this prohibition shall lead to the immediate and automatic termination of the Contract pursuant to art. 1456 of the Italian Civil Code, which shall be notified by means of a registered letter with proof of receipt sent to the Supplier, notwithstanding the Client's right to claim compensation for all consequent losses and the repayment of any costs incurred.

### **38. CHANGES TO THE CORPORATE AND MANAGEMENT STRUCTURE**

The Supplier shall inform the Client of any changes to its corporate or management structure within 30 (thirty) days of such changes, providing at the same time any necessary evidence.

The Supplier's failure to comply with this obligation may lead, at the Client's unquestionable discretion, to the immediate and automatic termination of the Contract pursuant to art. 1456 of the Italian Civil Code, which shall be notified to the Supplier by means of a registered letter with proof of receipt.

### **39. WITHDRAWAL FROM THE CONTRACT AND SUSPENSION OF SUPPLY**

Without prejudice to any other rights the Client may have, the Client may withdraw from the Contract or suspend, either in whole or in part, the supply of the Goods at any time and at its discretion, exercised by merely sending a written notice by registered letter with proof of receipt.

Only the Goods already delivered at the date of the Client's notification shall not be affected by the withdrawal or suspension, without prejudice to the right

of the Parties to agree on the full or partial collection, under the conditions of the Contract, of the Goods or part thereof, already prepared and not yet delivered to the Client on that date.

For the Goods or part thereof collected by the Client, but not yet completed by the Supplier, the Client shall pay, following a written request from the Supplier, an all-inclusive indemnity equal to the actual value of the Goods at the time of collection.

As regards the Goods partially processed by the Supplier, but not yet collected by the Client, the Supplier shall be paid an all-inclusive indemnity to be defined as a percentage of the actual value of said Goods at the time of the Client's withdrawal.

Such withdrawal or suspension will be effective as from the date of the Supplier's receipt of the Client's corresponding notice.

#### **40. TERMINATION OF THE CONTRACT**

Medea has the right to terminate the Contract in the following cases:

##### **Termination**

In relation to the nature of the supplies, Medea reserves the right to request that the Supplier, at any moment, including during the Contract, provide all documentation and/or certifications that become necessary and appropriate pursuant to Anti-Mafia Legislation.

Where this documentation is not provided within the terms indicated in the request or the requirements are not fully met, Medea shall have the right to terminate the Contract providing notification by means of a registered letter with proof of receipt, without prejudice to the right to claim compensation for damages as well as any accrued penalties, these latter always being considered not satisfactory.

In this case, the Supplier shall immediately abstain from providing any further supply and from making any claims due to termination of the Contract

The Supplier undertakes to immediately inform Medea should changes occur to its subjective requisites.

In the absence of this notification, the Contract is understood as immediately terminated as expressly agreed, and Medea reserves the right to take action for any damages suffered.

##### **Express termination**

Without prejudice to the provisions of the law, violation of the commitments assumed by the Supplier, based on the clauses:

- “Qualifications of the Supplier”;
- “Effect and duration of the Contract”;
- “Liabilities”
- “Penalties”;
- “Insurance”;
- “Competent venue and dispute resolution”;
- “Administrative liability and anticorruption”;
- “Anti-money laundering”;
- “Information on personal data processing”;
- “Confidentiality”;
- “Force Majeure”;
- “Anti-mafia checks”.

shall be understood as a breach serious enough to permit Medea to terminate this Contract under art. 1456 of the Italian Civil Code, by means of a registered letter with proof of receipt, without prejudice to the right to claim compensation for damages as well as any accrued penalties, these latter always being considered not satisfactory.

Should, during execution of the supply, it be ascertained that the supply is not proceeding as per the contractual conditions and/or otherwise not duly executed, Medea may warn the Supplier in writing to adopt the appropriate measures within a certain period of time, after which the Contract shall be understood as terminated if no action has been taken, notwithstanding Medea’s right to claim compensation for damages.

The term of delivery established in the Purchase Note is understood as essential for Medea. If this term passes and the Supplier has not delivered the goods, Medea shall have the right to automatically terminate the Contract pursuant to art. 1456 of the Italian Civil Code.

#### **41. ENVIRONMENT**

The Supplier shall comply with all environmental rules and standards, and organise and manage its activities by adopting all measures and safeguards to minimise adverse environmental impacts.

If there are unusual occurrences/unforeseen circumstances during the contract activities which impact upon the environment, the Supplier shall put in place all appropriate intervention measures and notify the Client of same.

The Client reserves the right to check that the Supplier's activities are compatible with its own Environmental Management System and to request the latter to adopt any remedial measures; however, the Supplier remains liable for ensuring compliance with all applicable legal requirements.

In case of non-compliance with the above obligations, the Client reserves the right to suspend all activities and to terminate the Contract, and to claim compensation for any damages.

The Client, prior to commencement of the work, shall inform the Supplier about its own internal environment protection organisation.

Based on the information received, the Supplier informs its own workers and the Main Subcontractors/Other Subcontractors of same.

## **42. WASTE MANAGEMENT**

### Waste Management

The Supplier is responsible for the management of all waste (special, hazardous and non-hazardous) produced during the activity covered by the Contract, in compliance with current legislation (Legislative Decree No. 152 of 04.03.2006 and subsequent amendments and additions).

For the purposes (and in the context of the execution) of the Contract, therefore, the Contractor assumes in all respects the legal status of Producer of Waste, with all corresponding consequences pursuant to the applicable legislative, regulatory and provisional provisions on the matter.

In particular, the Supplier undertakes to:

- carry out the characterization and classification of the waste produced by it;
  - deliver the aforementioned waste to authorized transporters and disposers and/or recoveries within the end of their activity;
  - bear the costs deriving from the correct management and disposal of waste;
- The Supplier is responsible for the management of all waste, hazardous and non-special, from it - fill in the loading and unloading register and the waste identification form on its own account as waste producer;
- comply, if necessary, with the "European legislation on waste from electrical equipment" WEEE.

All documentation relating to waste management must be kept by the Supplier.

The Customer reserves the right to check that the waste produced by the Supplier is managed in compliance with current legislation, checking the Supplier's forms and the loading and unloading register on a sample basis, where required.

#### Monitoring of Waste Management Products

The "Italgas Group", of which the Customer is a part, promotes Awareness-raising Actions involving the entire sector in which it operates - and in particular the Partners who are part of the Supply Chain - on the subject of Environmental Sustainability in Waste Management produced during the contractual activities (e.g. WEEE waste, ferrous materials, etc.)

Precisely for this reason, the Italgas Group's Environmental Protection Objectives intend to favor Circular Economy Processes and prefer that waste be managed through recovery processes, while disposal processes must be used only as an exception.

In particular, the Client reminds the Contractor that waste management must be carried out in compliance with the provisions and obligations pursuant to art. 182 of Legislative Decree 152/2006 and therefore:

- "Waste disposal is carried out in safe conditions and constitutes the residual phase of waste management subject to verification, by the competent authority, of the technical and economic impossibility of carrying out the recovery operations referred to in Article 181 [...]" (paragraph 1).
- "The waste to be sent for final disposal must be reduced as much as possible both in mass and in volume, enhancing prevention and reuse, recycling and recovery activities and providing, where possible, priority for those non-recoverable waste generated in the context of recycling or recovery activities [...]" (paragraph 2).

#### **43. FUNCTIONAL SEPARATION DUTIES AND COMMERCIALY SENSITIVE INFORMATION**

The Supplier declares to know, and undertakes to respect, the rules on functional separation contained in the Integrated Text on Functional Unbundling (TIUF) approved by the ARERA with resolution no.

296/2015/R/com, and subsequent amendments and additions, which apply to the Client (hereinafter, for the purposes of this clause, the "Company"). The resolution and the TIUF attachment are available on the ARERA website at [www.arera.it](http://www.arera.it).

The Supplier is made aware of the fact that these rules have the purpose of:

- promote the development of competition in the electricity and natural gas sectors;
- guarantee the neutrality of the management of the infrastructures essential for the development of a free energy market;
- prevent discrimination in the access and use of commercially sensitive information;
- prevent cross transfers of resources between segments of supply chains.

The Supplier declares to have adopted and effectively implemented, and undertakes to effectively maintain in place for the entire duration of the Application Contract, suitable measures to prevent the violation, by its directors, representatives, employees, collaborators and/or consultants, of behavior in violation of the rules on functional separation. In particular, it undertakes, pursuant to art. 18 of the TIUF, to maintain the confidentiality of the Commercially Sensitive Information (the list of which is available on the Company's website.) and of the information relating to the distribution infrastructures of which it may become aware in the execution of the Contract. This information must also remain confidential with respect to the other companies belonging to the same Italgas Group.

The Supplier undertakes to communicate without delay any violation found of the rules on functional separation, also allowing the Company to carry out checks (including documentary checks) of the correct fulfillment of this clause.

The Supplier undertakes to promptly communicate, at the request of the Company, the list of personnel who, directly or indirectly, perform tasks that involve access to commercially sensitive information.

The Parties agree that the violation of the principles and rules referred to in this clause by the Supplier, its directors, representatives, employees, collaborators and/or consultants constitutes a serious breach of the

Contract and gives the Company the right to request compensation of the damages suffered or, in the most serious cases, the termination of the Contract after notifying the Supplier of the violation and having given him a suitable term to fulfill his obligations. The Supplier will in any case be liable for any prejudicial event or consequence or damage of any nature caused by failure to comply with this clause.

#### **44. CONFIRMATION OF CONTRACT**

Pursuant to art. 1326 of the Italian Civil Code, this Contract is concluded when Italgas Reti receives the Supplier's written acceptance, without reservation, of its entire content.

This acceptance must be:

Prepared on the Supplier's headed paper in the terms shown under "Annex "A" - Contract Acceptance Form".

Addressed to:

Italgas Reti S.p.A.  
C/o Italgas S.p.A.  
PROMA/CMMAT  
Largo Regio Parco 11  
10153 TURIN

Sent, within 5 (five) days from the date of receipt of this document, to the following address:

Italgas Reti S.p.A.  
C/o Italgas S.p.A.  
PROMA/CMMAT  
Largo Regio Parco 11  
10153 TURIN

To the kind attention of Mr Alessandro Negro.

Signed by the Supplier's legal representative or duly empowered individual and it must legibly indicate the name and position of responsibility held.



The effect of this Contract is subject to sending the required documentation and the outcome of investigations undertaken by the Client pursuant to Legislative Decree no. 159/2011, in addition to the completion of all checks related to compliance with the Supplier's qualifications.

If it is found that the Supplier is prohibited from signing contracts, or has failed to send documents or parts thereof as per the previous sections, this Contract shall be terminated with the effects envisaged by the above Decree.

ITALGAS S.p.A  
Michele Volpe  
Category Manager Business  
Regolato

ITALGAS S.p.A  
Raffaella Marcuccio  
Direttore Procurement e Material  
Management