



GENERAL CONDITIONS OF SALE

Q-LPP-05 APP-07
Rev 10 del 09/04/2026

Free translation of "CONDIZIONI GENERALI DI VENDITA NEXTA"

The present conditions of the contract ("the General Conditions") shall govern the manner, terms and conditions of all services performed by Bureau Veritas Nexta S.r.l. ("NEXTA") and shall take effect in relation to every individual client of NEXTA ("the Client"). Except as specifically agreed in writing with each individual Client, all contracts for services entered into between NEXTA and the Client shall be governed by the General Conditions - which shall form an integral and substantive part of every offer, proposal, purchase order and confirmation of order for the purchase of services sold by NEXTA - and once accepted in writing by the Client, the General Conditions shall apply to each individual contract for the provision of services entered into between NEXTA and the Client and shall derogate from and prevail over any general conditions of purchase of the Client. It is understood that NEXTA acts solely in the interests of the Client. Except as expressly provided in the Contract, it is concluded exclusively between the Customer and NEXTA and may be enforced only by such Parties. The Contract cannot be interpreted as aimed at establishing rights for third parties, including, but not limited to, suppliers or customers of one of the Parties, nor at put obligations on a Party towards such third parties.

1. NEXTA'S SERVICES

1.1 The Services provided from time to time by NEXTA shall be those identified in each individual contract entered into between NEXTA and the Client following the Client's acceptance of the proposed contract or the commercial offer sent by NEXTA to the Client or following NEXTA's acceptance of the supply order sent to NEXTA by the Client ("the Services").

2. NEXTA SERVICES DELIVERY METHODS

2.1 Services shall be provided by NEXTA in the interests of the Client for the period specified in each individual contract entered into between NEXTA and the Client ("the Contract"), or where the contract does not specify the period of time for which the services shall be provided, the services shall be provided by NEXTA for such time as may be necessary to achieve the results the Client expects.

2.2 NEXTA shall provide the Client exclusively with the services indicated in the contract, and every other service or action, therefore, that the Client may request NEXTA to perform shall be governed by a specific contract to be entered into between NEXTA and the Client.

It is understood that NEXTA carries out investigations, inspections, verifications, certifications, tests, evaluations, audits and/or appraisals, as agreed by the parties, with independence, impartiality and objectivity. NEXTA does not act as an insurer or guarantor in relation to the adequacy, quality, merchantability, fitness for purpose, conformity or performance of the products, services or other activities undertaken or produced by the Customer to which they relate the Services. Notwithstanding anything to the contrary contained herein or in any Report, NEXTA makes no warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose or use, for any business undertaken by Client or any product manufactured, distributed, imported or sold by Client.

2.3 NEXTA shall perform the Services with the diligence provided in Article 1176 of the Italian Civil Code and according to the usages of the industry and the rules of its trade according to the documents, data and specific instructions supplied for such purpose to NEXTA by the Client (in which latter case, where such instructions have been accepted and confirmed by NEXTA in writing), or in the absence of instructions by the Client on the basis (i) of the indications in the application form signed by the Client or in the Contract; (ii) the rules, usages, practices and customary professional standards applicable to the specific performance forming part of the services; (iii) the methods judged most appropriate by NEXTA regarding the nature of the service required and the technical limitations arising from it as well as the amount of the agreed Fees.

2.4 NEXTA shall carefully check the request and use appropriate professional diligence in selecting and assigning personnel, having regard to their knowledge of the technology at the time of performance, and should NEXTA, during the course of performance of the Services, appoint duly qualified third parties as its suppliers of all or part of the Services, it shall assume direct responsibility towards the Client for the work of its auxiliaries and suppliers.

NEXTA shall be entitled to replace at any time the staff offered and employed by other staff with substantially equivalent skills. NEXTA does not warrant that personnel possess any specific certification, except as agreed in writing or required by the mandatory provisions of any applicable accreditation scheme or applicable legal provisions.

2.5 The Client consents to NEXTA's subcontracting or entrusting to its third-party auxiliaries all or only a part of the services, passing to such auxiliaries all information relating to the Client that shall be necessary for the auxiliary to perform the Services. The Client may not, without NEXTA's consent, assign, transfer, subcontract or negotiate in any way all or any part of its rights or obligations under the Contract.

2.6 The Client takes note and accepts that NEXTA shall be entitled to vary the Services in order to comply with relevant legal requirements on condition that such variations do not materially affect the nature of the Services as a whole.

2.7 In carrying out the Services, NEXTA shall not replace others appointed by the Client (merely by way of example, designers, architects, engineers, consultants, professional firms, builders, traders, directors of works, artisans, managers or transporters) who independently of NEXTA's involvement shall be directly responsible to the Client for all obligations falling within their competence. In the event that the Client exempts any third party from its responsibilities, obligations and duties regarding its products or services, or from its responsibilities, obligations and duties regarding the information on which NEXTA has relied in the execution of the Services, such third party disclaimers will not increase NEXTA's liability, and the Client will assume these responsibilities, obligations and duties as its own.

2.8 The Parties may agree from time to time that NEXTA provides some or all of the Services remotely by electronic or other means, which may include, but are not limited to, video conferencing, drones, cameras, etc., if not was expressly prohibited by current regulations.

2.9 The provision of the Services by remote means, as provided for in the previous paragraph, is subject to the availability and performance of acceptable network and Internet bandwidth and the availability of appropriate third-party software solutions, including, but not limited to, video connectivity and video recording solutions. If the performance of such remote working tools is not deemed reasonably sufficient in the circumstances by both parties, the parties (each acting reasonably) will seek to reorganize the provision of the Services or agree on an alternative method of provision and agree in writing any additional costs that may arise from such modification. The Client acknowledges that NEXTA is not responsible for such third-party remote work tools and, accordingly, NEXTA will not be responsible for the performance of such tools.

3. DOCUMENTS & REPORTS

3.1 All documents that the Client shall make available to NEXTA to allow the latter to perform the Services and other documents of which NEXTA may obtain possession by reason of the Services shall be exclusively considered by NEXTA as documents and information obtained without their contents resulting in an increased responsibility on NEXTA's part towards the Client under the General Conditions or an extension of its obligations towards the Client.

3.2 NEXTA shall be entitled to communicate or transmit the reports, certificates and other documents or supporting information that it may issue to whatsoever third parties, where the same is required under any law and/or regulation applicable to NEXTA or by any public authority having jurisdiction over NEXTA or the Client.

3.3 Reports, certificates and documents issued by NEXTA on termination of the Services may be reproduced exclusively by the Client and in integral form, and the partial reproduction or quotation of such reports, certificates and documents shall require NEXTA's prior written authorization and the use of such reports, documents or certificates outside the context of the specific purposes for which NEXTA has prepared them shall not give rise to any responsibility on the part of NEXTA either towards third parties or the Client.

3.4 Regarding the fact that the reports, certificates and documents issued by NEXTA are based on information, documents and data made available to NEXTA by the Client, NEXTA shall warrant neither the accuracy of the information contained in the reports, certificates and documents issued by it, nor the quality of the results or efficacy or relevance of the conduct that the Client may independently see fit to adopt in the light of the information contained in the reports, certificates and documents issued by NEXTA.

3.5 The Client acknowledges and expressly accepts (i) that no report, certificate or document issued by NEXTA shall constitute or may be interpreted or treated as a warranty, whether wholly or in part, as regards to the absence of defects or faults or the functioning of any equipment, apparatus or installation in relation to which NEXTA may have provided the Services, (ii) that no liability may be imputed to NEXTA for losses, charges or costs incurred by the Client in consequence of whatsoever risk, fault or defect or nonconformity of the goods, equipment, apparatus or installations in relation to which NEXTA may have carried out the Services and that may have been identified subsequently to the performance of the Services or in any case whose identification has been made possible by technologies, know-how or technical skills not available at the time when the Services were performed.

4. CLIENT'S COMMITMENTS AND RESPONSIBILITIES

4.1 The Client undertakes (i) to offer NEXTA its maximum cooperation and supply NEXTA with all necessary information and documents to allow NEXTA diligently, correctly and efficiently to carry out the Services; (ii) to ensure that the information, instructions and documents so supplied to NEXTA to allow it to carry out the Services are true, reliable, clear and comprehensible; (iii) to ensure that all safety requirements prescribed for the workplaces where the Services are to be performed are observed and the personnel assigned by NEXTA to perform the same are informed as to the risks of the workplace and the applicable safety



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requirements for the workplace, whether in its own premises or those of third parties, the Client acknowledges that, in the interests of health and safety, NEXTA grants each of its agents, employees, subcontractors and representatives a power to "suspend work" which allows them to stop work and leave the site at their sole discretion if they or other NEXTA personnel have health and safety concerns of any nature, and the Client accepts that no liability arises for NEXTA from the exercise of this discretion, but that payment for such visit remains due to NEXTA; (iv) at its own exclusive risk, therefore, to carry out the operations and movements in respect to the plant that may be necessary for the best performance of the Services; on the basis that during the period in which NEXTA shall perform the Services, the Client will retain responsibility for the management, use and supervision of the plant, equipment and apparatus which are the subject of the Services, to provide NEXTA promptly and free of charge with all necessary means of transport and equipment and ensure that such equipment, under the control and management of the Client, is in good working order and suitable for the purposes for which it is used in relation to the Services and comply with all relevant and applicable standards or requirements; with the clarification that, during the period in which the Services are carried out by NEXTA, the Client will retain responsibility for the management, use and surveillance of systems, equipment and appliances that are the subject of the Services; (v) not to quote, for advertising or promotional purposes, the steps taken by NEXTA without NEXTA's prior written agreement nor to use NEXTA's trademarks or logos otherwise than in the manner from time to time agreed by NEXTA; (vi) ensure that all documents, information and materials made available by the Client to NEXTA under the Contract do not infringe or constitute an infringement or misappropriation of patents, copyrights, trademarks, trade secrets, licenses or other intellectual property rights or proprietary rights of third parties; (vii) to indemnify and hold harmless NEXTA against all liabilities, costs, charges or expenses that NEXTA may be required to incur towards third parties or in consequence or by reason of the Client's wilful or negligent acts or omissions or in the event that the Client should have been in breach of any one of the General Conditions; (viii) take all necessary measures to eliminate or remedy any obstacles or interruptions in the performance of the Services.

4.2 If NEXTA's performance of its obligations under the Contract is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, NEXTA will not be liable for any costs, charges or losses suffered or incurred by the Client arising directly or indirectly from such impediment or delay.

4.3 Any deferral or cancellation by the Client of the execution of Services or the carrying out of on-site visits must be communicated with 5 working days' notice. In the absence of such notice, the Client is required to pay the penalty for failure to visit/inspect referred to in the Contract.

5. NEXTA'S RESPONSIBILITIES

5.1 Except in cases where the performance of the Services involves the solution of technical problems of special difficulty, in which case Article 2236 of the Italian Civil Code shall apply, NEXTA's liability shall be limited as provided below: save for cases of willful misconduct or gross negligence, in relation to which no limitation of liability shall apply, the maximum liability that NEXTA may incur following any claims by the Customer in connection with the performance of the Services and for damages arising from breach of contract or tortious liability, shall be limited to direct damages (with the express exclusion, therefore, of loss of profits) and, in any case, shall not exceed in aggregate an amount equal to the greater of Euro 25,000.00 (twenty-five thousand/00) and twice the total amount of the fees paid by the Client to NEXTA for the performance of those Services that gave rise to NEXTA's liability towards the Client, it being understood that, where the amount of the fees paid by the Client to NEXTA for the performance of those Services that gave rise to NEXTA's liability towards the Client corresponds to an indivisible set of performances, their allocation, for the purpose of calculating the indemnity due from NEXTA to the Client, shall be carried out in proportion to the time dedicated to the execution of each performance.

5.2 In consideration of the fact that NEXTA shall not assume any direct liability towards the Client's successors or assign, save for the mandatory provision of law, the Client undertakes to indemnify and hold harmless NEXTA and its auxiliaries from any claims that may be brought against NEXTA and its auxiliaries by third parties in respect to its performance of the Services.

5.3 The Client undertakes to notify in writing of any claim concerning the performance of the Services, failing which whatsoever right to indemnity or recovery of damages shall lapse, within 30 (thirty) days from the date on which the events likely to give rise to NEXTA's liability towards the Client occurred.

6. FEES

6.1 NEXTA reserves the right to review and amend its fees at least annually and, in any case, automatically after the first three year period; such fees shall be revised to adjust them to the increase in the consumer price index for blue and white collar worker households (FOI), any significant variation of the exchange

rates, labour costs or indirect costs resulting from changes in the applicable certification schemes.

6.2 Notwithstanding clause 6.1, NEXTA shall have the right to request an increase or modification of the Fees upon the occurrence of conditions or circumstances that were not reasonably foreseeable at the time the Agreement was entered into or that were beyond the reasonably control of NEXTA or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification of the Fees, NEXTA reserves the right not to commence or continue with the provision of the Services, or any part hereof.

6.3 Unless otherwise agreed from time to time with the Client, the Fees shall be paid to NEXTA within 30 (thirty) days from the issue of the relevant invoice by NEXTA or, should such date not be determinable, from the date of completion of the performance of the Services.

6.4 In the event that the Client fails to pay the Fees due to NEXTA by the relevant payment date, without prejudice to any other rights of NEXTA under the applicable laws (and without prejudice to the Client's obligation to pay NEXTA default interest on any Fees unpaid to NEXTA), (i) NEXTA shall be entitled to suspend performance of the Services, and (ii) the Client may not use, even in part, any certification, attestation or report produced by NEXTA, nor may the Customer rely on the same until the full payment by the Customer of the Fees due, the default interest for late payment, and any other expenses to which NEXTA is entitled as a result of the Customer's breach or late payment of the Fees.

6.5 The Client acknowledges and expressly agrees that the Fees are due to NEXTA also in the event that NEXTA is unable to issue its certification, attestation or report for whatsoever reason related to the results obtained upon the performance of the Services for the issuance of such certifications, attestations or reports.

6.6 In the event that the Client requests NEXTA to modify the schedule concerning the performance of the Services already planned and agreed upon by NEXTA with the Client with a notice of less than 10 (ten) working days, or notifies NEXTA on the same day an activity related to the performance of the Services was scheduled to take place of its intention not to carry out such activity, NEXTA shall in any case have the right to invoice the Client for the full Fees agreed with the Customer in relation to the postponed or cancelled performance of Services and to charge the Client for the relevant expenses/costs incurred by NEXTA.

6.7 Pursuant to and for the purposes of Article 1252 of the Italian Civil Code, the Client expressly agrees that NEXTA may set off, by simple written notice to the Client, any credit that NEXTA has against the Client with any debt is owed by NEXTA to the Client, without prejudice to NEXTA's exercise of any other rights granted to NEXTA under the applicable law.

6.8 The Client acknowledges and expressly agrees that the special conditions agreed with NEXTA may provide that the full payment of the Fees due to NEXTA for the performance of the Services must be completed prior to the issuance by NEXTA of the certification, attestation, or report, the issuance of which is scheduled upon completion of the performance of the Services.

6.9 The Client undertakes to comply, under penalty of nullity of this Contract, with the obligations to trace financial flows referred to in Article 3 of Law No. 136 of 13 August 2010 and subsequent amendments and additions.

6.10 In the event of its own breach and/or delay in the payment of the invoices issued by NEXTA, the Client authorizes NEXTA to issue invoices with direct remittance or with advance payment before carrying out the activities, which activity shall be subject to the payment of said invoices.

7. FORCE MAJEURE

7.1 NEXTA shall be under no liability in the event that it should be impossible for it to perform the Services by reason of whatsoever cause of force majeure arising independently or beyond NEXTA's reasonable control and shall be entitled to obtain from the Client a reasonable extension of time for completing the Services previously agreed with the Client so as to allow NEXTA to complete performance of the Services once the cause of force majeure has ceased.

7.2 If, as a result of Force Majeure, a Party is rendered unable, wholly or in part, to carry out its obligations under the Agreement:

7.2.1 Force majeure shall be immediately notified in writing by the Party prevented from carrying out its obligations because of such Force Majeure to the other Party explaining the causes, and demonstrating the diligence used to remove or mitigate the effects of such Force Majeure;

7.2.2 The obligations under the Agreement shall be suspended until the cessation of the Force Majeure, which shall be notified in writing.

7.3 Should the cause of force majeure extend for more than 90 (ninety) calendar days, the Contract between NEXTA and the Client shall be deemed automatically to be terminated, in which case the Client shall in any event pay NEXTA the Fees accrued in respect of the Services performed at the date when the cause of force majeure arose as well as reimbursing NEXTA all costs and charges incurred in performing the Services up to that date.

7.4 For the purposes of this paragraph 7, "Force Majeure Event" means, including but not limited to, conflict, civil war, coup d'état, acts of terrorism,



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sabotage, currency restrictions, embargoes, sanctions, acts of authority, whether lawful or not, compliance with any law, regulation or governmental order, application of security and/or restrictive measures applied in compliance with laws or authoritative acts, expropriation, seizure, nationalization, plague, epidemic, pandemic, extreme natural event, explosion, fire, destruction of equipment, prolonged interruption of transportation, telecommunications, information system or energy and raw material supplies, strike and/or lockout, occupation of factories and premises. "Epidemic" means the rapid propagation, over a greater or lesser area, of a contagious disease, and "Pandemic" means the propagation, in at least two continents, through strong human-to human transmission, of a disease typified by the effectiveness and rapidity with which it spreads. In the event of Epidemic or Pandemic, and should the Parties have agreed the terms and conditions for the prosecution of the Contract pursuant to paragraphs 7.1 and 7.2 above, they undertake to execute the Contract in compliance with any provisions or safety measures adopted to comply with laws, regulations and/or orders of the competent public authorities (such as, but not limited to, the obligation of social distancing, the use of personal protective systems, the sanitization of the premises of the locations where the Services are performed), until the earliest of (i) the date of release by the World Health Organization, or by the competent authorities, of a declaration of the cessation of the Epidemic or Pandemic, as the case may be, and (ii) the date occurring on the 30th day of the cessation of any restrictive measures introduced on a local basis by the competent authorities in order to reduce the propagation of the Epidemic or Pandemic in the territory of the State(s) where the Services must be executed.

Should an increase in the cost of performing the Services for NEXTA occur due to any update in the applicable laws (with the exception of amount due for overtime work as regulated by the Contract), the fee due for the Services shall be increased in accordance with said cost increases, subject to NEXTA's submission of the relevant evidence.

In the case of delay exceeding 7 calendar days for payment of the fees due to NEXTA by the Customer pursuant to the Contract or other agreement entered into by and between the Parties, NEXTA shall reserve the right to suspend, in whole or in part, the execution of the Services until the delayed payment is received or to require prepayment before the Services are resumed or continued.

8. DURATION OF THE CONTRACT AND TERMINATION

8.1 The contractual relations arising between NEXTA and the Client shall be of the duration set out in the offer of the Services prepared by NEXTA for the Client ("the Offer") and accepted by it.

8.2 Unless otherwise agreed in writing between NEXTA and the Client, the Client shall be entitled to terminate the Contract with NEXTA at any time by written notice to that effect to be sent to NEXTA, without prejudice in such case, to the Client's obligation (i) to pay NEXTA all of the Fees accrued in favour of NEXTA for the performance of Services rendered up to the date when termination by the Client shall take effect, (ii) to reimburse all expenses, costs and charges incurred by NEXTA in the performance of Services rendered up to the date when termination by the Client shall take effect; (iii) to pay NEXTA an amount by way of indemnity for the advance termination of the Contract equal to 40% (forty percent) of the total amount of the Fees that the Client would have paid NEXTA should it not have exercised its right of termination and NEXTA had regularly carried out the Contract until its natural expiry, without prejudice, however, to whatsoever right arising in favour of NEXTA by virtue of the General Conditions.

8.3 NEXTA shall be entitled to terminate the Contract with the Client at any time by written notice to that effect to be sent to the Client at least 30 (thirty) days before the date on which termination is to take effect without the Client thereby becoming entitled to any right of indemnity or damages of whatsoever nature, and so that, at the time when termination takes effect, the Client shall (i) immediately pay NEXTA all sums by way of Fees invoiced but not paid (notwithstanding any different payment period agreed with the Client or arising from the General Conditions) as well as whatsoever other sum whatsoever owed to NEXTA (ii) punctually return to NEXTA all documents, equipment, apparatus and machinery that NEXTA may have made available to the Client (who shall, therefore, be considered the depository and custodian of the same for all legal purposes until such time as they are so returned) and without prejudice to the rights arising in NEXTA's favour and the Client's liabilities under the applicable laws and the General Conditions.

9. FINAL PROVISIONS

9.1 The Client acknowledges to be aware of the current legislation regarding the administrative liability of legal persons arising from the unlawful act of others regulated by Legislative Decree. 8 June 2001 n. 231 ("Decree 231/2001"), and of the principles and contents laid down in the "Organizational Model", "Code of Ethics", in the dedicated document "Fundamental Safety Rules" drawn up by NEXTA and available on its website www.nexta.bureauveritas.it. The Client confirms that he or she totally agrees with the spirit and essence of such documents.

The Client undertakes to: (i) comply with the integral content of the Organizational Model, the Code of Ethics and of the safety rules adopted by NEXTA; (ii) refrain

from undertaking actions or conducts that could be an infringement of the Organizational Model, the Code of Ethics and of the aforesaid fundamental rules of safety, as well as, more generally, behaviors that could lead to the commission, even attempted, of crimes covered by Decree 231/2001; (iii) adopt and implement – where necessary– procedures suitable to prevent said infringements; (iv) take on any responsibility arising from the violation of such principles, rules and prescriptions contained in the Organizational Model, the Code of Ethics and in the fundamental safety rules as well as to indemnify and hold harmless NEXTA from any responsibility, expense, cost or charge that NEXTA shall incur for such purpose; (v) promptly inform NEXTA of any infringement of principles, rules, or of prescriptions provided for in the Organizational Model, the Code of Ethics or in the fundamental safety rules, infringement of which the Client has become aware in connection to the activity the Contract refers to.

In the event of non-fulfilment, even partial, by the Client of the commitments referred to in this Article, without prejudice to any other right exercisable by NEXTA under the General Conditions or the applicable law, NEXTA has the right to suspend, at any time and without any notice, the fulfillment of the Contract established with the Customer with all consequences of the case against them and with charging the Customer with all the increased expenses and/or costs arising or consequent, without prejudice to the responsibility of the Customer both for any prejudicial event or damage that may occur as a consequence of the non-performance and the obligation of the Customer to indemnify and hold harmless NEXTA for any third-party action arising from or resulting from such non-performance.

9.2 In relation to the performance of the Services covered by the Contract, the Client undertakes to respect and ensure that any of its directors, employees and collaborators, comply with the applicable laws including (i) the anti-corruption provisions, contained in the Italian Criminal Code and other applicable national laws, including Legislative Decree No. 231 of 8 June 2001, (ii) the French anti-corruption law (iii) the US Foreign Corrupt Practices Act; (iv) the UK Bribery Act 2010, and (v) international anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Economic Operations and the United Nations Convention against Corruption.

9.3 The Client will not be able to assign either the Contract and/or any receivable arising from it to third parties without previous written agreement of NEXTA. NEXTA will have the right to assign the Contract to its affiliates as defined in the article 2359 of the Italian Civil Code. The transfer will not involve any variation of the practiced conditions to the Client.

9.4 On termination of the contract between NEXTA and the Client, each party undertakes to return to the other, or, in accordance with the latter party's request, destroy, all data, information, and documents relating to that party that may be in its possession or be of a confidential nature (or that have been classified as confidential by the interested party including upon the approaching termination of the Contract), and without prejudice to NEXTA's right to retain a copy of whatsoever, data, information or document pertaining to the Client or its business whose retention is contemplated under the records policy applying with NEXTA or required under the applicable laws and regulations or by the recommendations issued by the accreditation bodies.

9.5 So long as the contract between NEXTA and the Client is in force and for the 12 (twelve) months following its termination howsoever arising, the Client undertakes not, without NEXTA's prior written consent, to contact, solicit, or offer incentives to resign, or employment, collaboration or consultancies, whether directly or indirectly, to any employee or auxiliary of NEXTA whose Services NEXTA has used in performing the Services.

9.6 Should situations arise of insolvency on the part of the Client, or attachments, or restraints against it or it be placed in liquidation, or assign its assets to creditors, or be subject to a recovery plan, or a creditors' arrangement or cease or threaten to cease business or in any other case in which NEXTA may reasonably fear that one of the aforementioned events is about to occur, and without prejudice to all other rights on NEXTA's part, NEXTA shall be entitled to suspend performance of the Services and not carry out any orders that may be received from the Client, giving immediate notice thereof to the Client, and without giving rise to any right whatsoever to an indemnity, reduction of price, damages or reimbursement in favour of the Client, and in such case all Fees owed to NEXTA and not paid by the Client shall be immediately enforceable by NEXTA notwithstanding any prior agreement to other effect entered into with the Client or any provision of the General Conditions.

9.7 No failure whatsoever on NEXTA's part to invoke any breach on the part of the Client may be interpreted as a waiver of NEXTA's right to invoke any further breach of the same or other nature. If any provision of the Agreement (or part of a provision) is held to be invalid, illegal or unenforceable by a court or other authority of competent jurisdiction, such provision or part thereof shall, to the extent necessary, be deemed not to form part of the Agreement, without this affecting the validity and enforceability of the other provisions of the Contract.



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9.8 The Client acknowledges and expressly accepts that (i) the retention and processing by NEXTA of its data is effected for purposes strictly connected with and instrumental to the management and performance of the Contract for the purposes of its obligations arising by law, regulations or under European Community rules, and in any case in compliance with the provisions of the General Data Protection Regulation (UE) no. 679/2016 ("the GDPR") and with the privacy policy referred to in sections 13 and 14 of the GDPR that the Client may have viewed on the NEXTA's website (www.nexta.bureauveritas.it – privacy policy – trattamento dati); (ii) its data may be held separately in NEXTA's electronic and other records in accordance with the security measures provided in the GDPR and shall not be divulged to third parties except in such case as may be necessary to comply with legal obligations (detailed information on the Client's rights are available on the website www.nexta.bureauveritas.it – privacy policy – trattamento dati); (iii) the data controller is Bureau Veritas Nexta S.r.l., with registered office at Via Mario Bianchini 13/15, Rome - 00142, tax code and registration with the Rome Business Registry no. 02455190344; and (iv) section 15 of the GDPR entitles the Client to exercise specific rights for its own protection. (v) The Client acknowledges that in the circumstances provided for by art. 2.8 personal data (including personal images) are likely to be collected. Therefore, the Client confirms that he has informed people whose personal data may be collected. The Client also confirms that it has obtained all necessary consents under applicable law to allow NEXTA to process such personal data, as well as the images and sounds collected during the provision of the Services.

9.9 This Agreement is not intended, nor may it be construed, to create a form of partnership, joint venture, trust or any other type of association between the Parties. Furthermore, neither Party shall be considered as acting for the other nor may it act for and on behalf of the other for any purpose.

10. EXPRESS TERMINATION CLAUSE

10.1 The Parties agree that, in addition to what generically set out in art. 1453 of the Italian Civil Code, in the event of breach of contract, the following situations constitute a reason why the Principal can demand the immediate termination of the agreement pursuant to art. 1456 of the Italian Civil Code:

- The Client is undergoing insolvency proceedings;
- The Client undertakes unlawful conducts;
- The Client supplies inaccurate or non-conforming information to NEXTA for the purposes of the contract conclusion;
- The Client quote, for advertising or promotional purposes, the steps taken by NEXTA without NEXTA's prior written agreement nor to use NEXTA's trademarks or logos otherwise than in the manner from time to time agreed by NEXTA;
- The Client assigns to third parties the Contract and/ or any receivable whatsoever arising from it without written consent of NEXTA;
- The Client infringes the principles, rules or requirements provided for in the Code of Ethics and in the fundamental safety rules of NEXTA;
- The Client violates the provisions of the Regulations regarding commercial restrictions as provided for in Art. 13 of the General Conditions.

10.2 Such termination shall operate automatically starting from the date of receipt of the communication sent through registered letter with acknowledgement of receipt or via certified email; such communication shall bear the declaration of NEXTA of its willingness to call on this express termination clause, notwithstanding the right to seek for damages recovery from then onwards.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 "Intellectual property" means all patents, rights in inventions, utility models, copyrights and related rights, trademarks, logos, service marks, trade names and domain names, rights in the commercial image or external appearance, rights in goodwill, rights in designs, rights in computer software, the database rights, topography rights, moral rights, rights to confidential information (including know-how and trade secrets), methods and protocols for the services and any other intellectual property rights, in any case registered or unregistered, including all rights to methods and protocols for the Services and any other intellectual property rights, in each registered or unregistered case, including all applications for registration and renewals, reversions or extensions of such rights, as well as all similar or equivalent rights or forms of protection anywhere in the world.

11.2 Each Party exclusively owns all intellectual property it has created, whether before or after the commencement date of the Agreement and whether or not associated with any Agreement between the parties.

11.3 Neither Party shall contest the validity of other Party's intellectual property rights nor take any action that might impair the value or goodwill associated with the intellectual property of the other Party or its affiliates.

11.4 The names, service marks, trademarks and copyrights or any other intellectual property rights of the Company and its affiliates may not be used by the Client except solely to the extent that the Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company.

11.5 For avoidance of doubt, nothing in the Reports or any other writing shall confer any rights of ownership or licenses whatsoever to the NEXTA's proprietary audit methods, training materials and procedures, nor to the NEXTA's

protocols, nor to the NEXTA's name, logo, trademarks or other distinctive elements, nor any other existing or later developed intellectual property rights or know-how developed and used to perform the Services and Reports. These shall remain the sole property of NEXTA. The Reports do not confer ownership or licensing rights to any third party's intellectual property that may be contained or referenced in the Reports.

12. CONFIDENTIALITY

12.1 "Confidential Information" means all information disclosed in whatever form by a Party to the other Party, including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreements.

12.2 Each Party should not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Contract, without the prior written consent of the Party that disclosed the Confidential information, except in cases where this is necessary for the provision of the Services by the Company.

12.3 The confidentiality undertaking shall not apply to any information:

- which is publicly available through no act of the receiving Party;
- which was lawfully in the possession of the receiving Party prior to their disclosure;
- which is disclosed to the receiving Party by a third party who did not acquired the information under an obligation of confidentiality;
- which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- which is required to be disclosed to an accreditation body or under the rules of an accreditation scheme, in each case where applicable to the Services;
- which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- which is disclosed to an affiliate of the Party based on a need to know basis.

12.4 Each Party is required to ensure that all the people to whom Confidential Information is communicated under the Agreement, maintain the confidentiality of such information and do not disclose or reveal it to unauthorized people or entities, assuming full responsibility for any breach of such commitment.

12.5 NEXTA reserves the right to refer to the Client, using his name and/or logo, both internally and externally, orally or in writing, and on any communication medium, for reference purposes without the prior consent of the Client.

12.6 The Client agrees that NEXTA and its affiliates have the right to use, anonymously, the Client's data for benchmarking and analysis purposes during the period of validity of the Contract and after its termination. Any such use by NEXTA will comply with applicable regulations, in particular regulations relating to personal data and data management.

13. TRADE LAWS

13.1 "Trade Laws" any applicable economic or financial sanction regulation, trade embargo or export control law, or regulation implemented, administered or enforced by a Sanctions Authority.

13.2 "Sanction Authority" means an international institution or applicable national or regional government, or subdivisions, thereof that possesses the authority to enact and implement applicable economic and/or financial sanctions regulations or other economic controls upon individuals, organizations, corporations, political entities and other parties.

13.3 Client shall not take any action or make omissions that would cause NEXTA to violate Trade Laws or be subject to sanctions, fines and penalties under Trade Laws. Client shall bear any fines or penalties or additional costs resulting from such violation.

13.4 Client warrants that NEXTA will not directly or indirectly provide Services relating to items that are prohibited. Client shall provide NEXTA with a copy of any relevant license or other authorization.

14. LAW APPLICABLE AND EXCLUSIVE JURISDICTION IN CASE OF DISPUTES

14.1 For all residual matters not covered by the General Conditions, the provisions of the Italian Civil Code shall apply.

14.2 The General Conditions shall be governed by and interpreted in accordance with Italian law with the exclusion of the rules of conflict of laws.

14.3 Whatsoever dispute howsoever relating to the present General Conditions shall be subject to the exclusive jurisdiction of the Milan Courts.

By way of acceptance

Dated

The Customer:

Stamp and signature _____



GENERAL CONDITIONS OF SALE

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Rev 10 del 09/04/2026

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Client specifically approves the provisions of the following articles: art.2.5 (subcontracting), art.2.6 (the right of NEXTA to change its services), art.3.3 (relating to the right of the Client to reproduce reports, certificates and other documents issued by NEXTA during or after the performance of services), art.3.4 (relating to the limitation of the warranty regarding the accuracy of information contained in the reports, certificates and other documents issued by NEXTA during or after the performance of services), art.4 (commitments and Client's liability), art.5 (NEXTA liability), art.6 (Fees), art.7.3 (with respect to the termination of Contract due to Force Majeure), art. 7.4 (relating to fees increase due for services, suspension of execution of services in case of delay in paying the fees), art. 8 (with respect to the extension and automatic renewal of Contract, termination at will of Contract either on part of NEXTA or on part of the Client, liquidated damages and termination by default), art 8.2 (concerning the commitments of the Client during the period of validity and after the termination of the Contract), art.10 (express termination clause) and art.14.3 (regarding exclusive jurisdiction in case of disputes).

By way of acceptance

Dated

The Customer:

Stamp and signature _____