

GENERAL WORK AND SERVICES CONTRACT CONDITIONS

- Nova Siria srl

ARTICLE 1 – Nature and efficacy of the general conditions

1.1 These General Conditions apply to every purchase order (hereinafter, the “**Order**”) issued by NOVA SIRIA srl (the “**Client**” or NOVA SIRIA), through its duly-authorized attorneys, in relation to the Contractor for the supply of works and/or services. The General Conditions are an integral and substantial part of the Order they refer to and aim to establish the general terms and conditions regulating the execution of the individual orders. The Contractor must inform NOVA SIRIA about the acceptance of the Order by sending a specific order confirmation (hereinafter, “**Order Confirmation**”).

1.2 The Order and the Order Confirmation make up the “**Tender Contract**”. In the absence of an express Order Confirmation, the Tender Contract is considered to be concluded and subject to the General Conditions if the Contractor starts to execute the work or the services indicated in the Order.

1.3 These General Contract Conditions are also considered to be applicable if NOVA SIRIA and the Contractor have stipulated further specific contracts with respect to the Order and Order Confirmation.

1.4 Contractual conditions different from the General Conditions which are attached, referred to, added or modified by the Contractor will have no validity unless expressly accepted in writing by NOVA SIRIA.

1.5 For the purposes of the General Conditions and the relative Tender Contracts, “**Internal NOVA SIRIA Reference**” is the NOVA SIRIA company person responsible for interfacing with the various NOVA SIRIA company functions to guarantee the correct execution of the Tender Contract.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

1

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

ARTICLE 2 –Contract Regulations

The Contractor, in accordance with arts. 1655 and following of the Italian Civil Code, as well as art. 29, second paragraph, Italian Legislative Decree 276/03, for the purposes of complying with the obligations stated in the Tender Contract, declares as follows:

- a) The business risk refers totally and autonomously to its own organisation, also for the requests made by any subcontractors;
- b) That it has its own organisation and management, in the sense of availability of its own autonomous capital, means, equipment and personnel;
- c) That it undertakes to only use, for the activities pertaining to the execution of the Tender Contract, personnel compliant with all the social security and insurance positions envisaged by the relevant laws;
- d) If NOVA SIRIA becomes aware of the existence of a Contractor debt not paid to its own personnel or the Social Security Institutes or relative to employee work income tax withholdings, it will have the right to immediately suspend the payment of the fees accrued as a result of the execution of the Tender Contract, withholding on behalf of the party they are due to until it has received proof of payment of what is due from the Contractor;
- e) NOVA SIRIA will have the right to pay the amounts corresponding to any fees due to the Contractor, providing the Contractor with a communication about this in advance, if it receives a request aiming to activate its responsibility for the debts of the Contractor as per letter d) above, in accordance with current regulations. With the payment to the applicant, NOVA SIRIA will be released from the obligation to pay the fees agreed in favour of the Contractor for the quantity corresponding to the amount paid;
- f) In the event of its opposition to the content of letter d) above, communicated in writing within 5 (five) calendar days to NOVA SIRIA, it authorises NOVA SIRIA for the suspension and settlement in accordance with letter e) above. In this case, it is understood that the legal costs which NOVA SIRIA incurs, as it has been summonsed as a jointly-obliged party by the applicant, will be fully covered by the Contractor.

The Parties expressly agree that the management requirements of the Contractor, as per points a), b) and c) above, are considered to condition the Tender Contract, in the sense that (art. 1353 Civil Code) the absence, even partial, of these

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

2

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

prerequisites will lead to the automatic termination of the contractual relationship, having observed art. 1360, second paragraph, Civil Code.

The Parties also agree that the content of points c) to e) above will also apply in the case of Contractor personnel claims aiming to obtain compensation for damages who have not been compensated by the Italian Institute for Workplace Accident Insurance, for which NOVA SIRIA may be asked to respond jointly with the Contractor in accordance with current regulations. The Client will have the right to claim from the Contractor anything paid as a result of the joint responsibility envisaged by current regulations.

ARTICLE 3 –Contractor obligations and undertakings

3.1 The Contractor is obliged to carry out the work and/or provide the services indicated in the Tender Contract to a high standard.

3.2 The Contractor undertakes to scrupulously and fully comply with the completion and delivery terms for the work or services covered by this contract, as indicated in the Contract Order or in another written communication of the Client. These terms are considered to be essential and binding, pursuant to art. 1457 Civil Code, and failure to comply with them constitutes a significant breach in accordance with this contract. In the event of a delay, even partial, in the execution or delivery of work or services, the Client will have the right to ask the Contractor to pay a daily penalty of 0.5% of the total contractual fee for each day of delay notwithstanding, in any case, the right of the Client to compensation for any higher damages. Except where agreed otherwise in writing between the Parties, if the delay in the execution or the delivery exceeds 20 calendar days, that is, 10% of the overall term stated contractually, the Client will have the right to automatically terminate the contract pursuant to art. 1456 Civil Code, in the form of a simple written communication to the Contractor, notwithstanding the right to compensation for the further damages and/or the receipt of the penalty already accrued. The Contractor expressly waives the right to invoke any justification or cause for exoneration other than those deriving from force majeure events duly documented, and must in any case inform the Client in good time and in writing about any circumstance which might lead to a delay, in order to allow the Client to carry out the opportune checks and determinations.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

3

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

3.3 The Parties agree that the Contractor may not subcontract, even partially, the execution of the work or services except following written authorisation from NOVA SIRIA and signing of the relevant form which can be requested from NOVA SIRIA. In this case, it is specifically agreed that the Contractor is obliged to of these General Conditions. In any case, the Contractor will still be responsible with respect to NOVA SIRIA for the full compliance with all the obligations staged contractually in relation to the execution of the work or services by the subcontractor(s).

3.4 The Contractor is not authorised to either transfer the Tender Contract, or transfer the credits deriving from it, except following the prior written authorisation of NOVA SIRIA.

ARTICLE 4 – Execution of the activities and compliance with the applicable regulations

4.1 The Contractor undertakes to fully comply with all the obligations stated in the Tender Contract, pursuant to arts. 1218 and 1453 Civil Code and, therefore, to execute it in good faith (art. 1375 Civil Code), with the diligence required by the nature of the services, and observing the criteria of correctness, respectively, pursuant to arts. 1176 and 1175 Civil Code, undertaking to execute the Tender Contract using suitable equipment in accordance with the law and using professionally-adequate and quantitatively-sufficient personnel.

4.2 The Contractor guarantees that the work and services covered by this contract are executed to a high standard, in accordance with the drawings/designs, technical specifications, current regulations and contract regulations, and without flaws, defects or deformities of any kind, pursuant to arts. 1667 and following of the Civil Code. In the event of flaws, deformities or malfunctions, even partial ones, the Client will have the right, at its choice, to expect the free elimination of the flaws or deformities at the organisation and expense of the Contractor; a reduction in the price proportionate to the flaws identified; or the termination of the contract pursuant art. 1668, paragraph 2, Civil Code, notwithstanding in any case the right to compensation for damages. The Contractor will also be responsible, pursuant to art. 1669 Civil Code, for serious structural or constructions defects which occur within ten (10) years of the execution of the work. In the presence of flaws or deformities, the Client may suspend the payments still due, in full or in part, until the complete elimination of the defects or the definition of the related claims. If the Contractor does not eliminate the defects in good time, within the term set reasonably by the Client, the Client may proceed, directly or through third parties, with substitutive execution with recovery of damages, with full charging of the costs incurred and without the

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

4

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

need for further warnings or notices of default. It is expressly understood that the approval or acceptance of the work does not involve waiving by the Client of the warranty rights for hidden flaws or deformities not immediately identifiable at the time of delivery.

4.3 The Contractor undertakes to fully observe all the regulations applicable to the activities provided in execution of the Tender Contract and, specifically, but notwithstanding the general regulations, the regulations referred to hereinafter in this art. 4, as applicable considering the nature of the services covered by the Tender Contract.

4.3.1 Compliance with the legal regulations indicated in Legislative Decree 152/06

The Contractor undertakes to fully comply with the current regulatory environmental obligations, as regulated by Legislative Decree no. 152 of 03/04/2006, as minimum requirement for the stipulation and maintenance of the contract. NOVA SIRIA reserves the right to ask the supplier, at any time, for possible objective proof of such compliance, such as, for example, the waste identification forms (FIR) and/or a copy of the environmental authorisations of transporters and disposers. The Contractor also undertakes to comply with the internal NOVA SIRIA environmental procedures and the correct management of the environmental aspects (waste, noise, emissions, etc.). Notwithstanding a different written agreement between the parties, it is understood that the Contractor is responsible, at its own expense, for the management and disposal of waste, including any hazardous waste, produced during the execution of the work or services covered by the Tender Contract.

4.3.2 Compliance with the regulations of Regulation (EC) 1907/06

The Contractor which, in executing its activity, has to make use and, therefore, introduce at the NOVA SIRIA site, products or services covered by the field of application of Regulation (EC) 1907/06 (REACH), must comply with all the regulations in this Regulation and provide evidence of that to NOVA SIRIA.

The Contractor also undertakes to comply with all the regulations in Regulation 1907/06 (REACH) in terms of registration, compliance with the restrictions and the authorisations for the chemical substances used and/or provided as such or contained in the articles, and to inform NOVA SIRIA in good time if a substance provided to NOVA SIRIA as such or contained in the articles supplied has been classified as SVCH (Substance Very High Concern) and included in Annex XIV to the REACH Regulation (subject to authorisation).

4.3.3 Compliance with the Packaging Directive 2004/12/CE and Annex E to the Fourth Part of Legislative Decree 152/06

Nova Siria S.r.l.

PLANT, HEADQUARTERS AND OFFICES

Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

5

INTERNATIONAL SALES OFFICE

Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

For the purposes of compliance with the recovery and recycling obligations and objectives defined in these documents, the Contractor, in the choice and use of packaging material, must:

- Prioritise the use of packaging materials and/or products obtained from recycled packaging waste;
- Prioritise the use of packaging materials and/or products with a low environmental impact, not containing, for example, carcinogenic substances which may be released during disposal/incineration and/or characterised by chemical-physical requirements certified by marks or certificates (biodegradability, recyclability, low weight/surface area ratio, etc.)
- Prioritise the use of packaging “designed for assembling” in order to favour the recovery and recycling of the various components during the disposal of the packaging itself.

4.3.4 Logistics

For the cases in which the Order/Tender Contract deals with the provision of logistics services, the Contractor, in application of Legislative Decree 286/05, undertakes to:

- a) Carry out its activity in accordance with Legislative Decree 286/05, making use, specifically, for the transport activities, of firms established in Italy registered in the National Transport Register, or firms not established in Italy but qualified for international transport and road travel in Italy;
- b) Receive and retain the declarations, from its transport agents, with reference to the work of the respective drivers, of compliance with the collective and individual work contracts, social security and welfare regulations, and regulations for transport of goods on behalf of third parties, as well as for loss of, damage to and deterioration of the goods transported;
- c) Monitor the execution of the services for road transport of goods so that the transport agents comply with the laws and regulations for the protection of the safety of road traffic and social security, and respond to violation of these regulations.

4.3.5 Compliance with workplace health and safety regulations

- a) The Contractor, even before starting to execute the work, undertakes to execute, if necessary, considering the type of activity and the duration of the Contract, at the request of and jointly with the Internal NOVA SIRIA Reference, a further reconnaissance of the locations where the activity covered by the Tender Contract will be carried

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

6

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

out, to check the General Conditions and specific conditions added to and related to the activities covered by the Contract, and to communicate and/or confirm the general and specific protection measures to be adopted.

b) NOVA SIRIA will provide the Contractor with the Informational Document on the risks and prevention and emergency measures. The Contractor undertakes to cooperate and coordinate with the NOVA SIRIA personnel in the implementation of the workplace risk prevention and protection measures, including any operating interference between the Parties and with the Third Parties, and to comply with, in minimum detail, all the obligations of current regulations on workplace health and safety, fire prevention and the environment, and to have them complied by its employee personnel and the sub-contractor personnel. In accordance with current regulations, not only laws and regulations must be considered to be included, but also all good practice standards dictated by the relevant organisms (I.S.O. – C.E.N. – C.E.N.E.L.E.C U.N.I. – etc.)

c) The Contractor undertakes to comply with and have its employees and subcontractors comply with the law on the prevention of workplace accidents and also to implement all the measures and precautions to guarantee the safety of its own employees, the NOVA SIRIA personnel and third parties.

d) The Contractor undertakes to avoid all conduct (commissive or omissive) by it and/or its employees and/or its subcontractors in violation of State and/or Regional law, regulations of local bodies, regulations issued by NOVA SIRIA for its plants or offices, relative to work health and safety and the environment notwithstanding, in any case, restoration of any damage incurred by NOVA SIRIA.

e) The Contractor undertakes to provide its personnel and/or the personnel of the subcontractor with appropriate recognition badges with a photograph, and the details of the worker and the employer, making sure that these badges are worn by its personnel and/or the personnel of the subcontractor during the execution of the Order/Tender Contract. This obligation also applies to freelance workers operating directly .

f) The Contractor, if an accident occurs, contacts the Internal NOVA SIRIA Reference in good time.

4.4 The work/services covered by the Tender Contract must be executed at times agreed, compatible with the needs of NOVA SIRIA.

4.5 NOVA SIRIA will in any case have the right to remove from its plant, at its own incontestable judgement, the employee personnel or subcontracted by the Contractor who do not comply with the internal plant regulations

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

7

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

and/or who are not welcome. The Contractor is obliged to immediately replace those who have been removed from the plant for these reasons without making any type of claim.

4.6 The Parties agree that the Contractor is contractually responsible for omissions in accordance with art. 2087 Civil Code with respect to its employees, while it is responsible for wilful or culpable conduct by its employees in the case covered by art. 2049 Civil Code, notwithstanding the more general hypothesis of responsibility for the Contractor in accordance with art. 2043 Civil Code.

ARTICLE 5 –Contractor remuneration, contribution and fiscal obligations

5.1 With reference to its own employee personnel, the Contractor undertakes to comply with all current and future labour law, social security, accident prevention, workplace safety and fiscal regulations, above all providing the Client with the following at least 5 (five) days before the start of the work:

- a) Self-certification declaration in accordance with art. 47 of Italian Presidential Decree 445/2000, aiming to verify, in accordance with art. 26 of Legislative Decree 81/08, that the Contractor complies with the technical-professional suitability requirements;
- b) Certificate of registration at the Chamber of Commerce for the Contractor;
- c) Copy of the insurance policy for damages caused by the activity of the Contractor if requested;
- d) Copy of the Contribution Regularity Document (DURC) from no more than 3 months before the work start date;
- e) List of the Contractor personnel to be used for the execution of the services covered by the contract, with an indication of the Tax Code number and employment date of each employee (UNILAV);
- f) Risk Assessment in accordance with art. 28 of Legislative Decree 81/08 relative to the activities covered by the Tender Contract, with a description of the safety measures activated (Operating Safety Plan – POS);
- g) Evidence of the absence of suspension or interdiction measures in accordance with art. 14 of Legislative Decree 81/08 due to failure to comply with the laws on undeclared employment, or for reiterated violations of workplace safety law.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

8

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

5.2 The Contractor undertakes to cooperate with the Client for the implementation of the measures for the prevention of and protection from risks of workplace accidents affecting the work covered by the Tender Contract, including the risks of interference among the work of various companies involved in the execution of the overall work or with the activity of the Client at the production unit or site involved.

With regard to this, the Contractor undertakes to provide the Client, in a correct, complete and non-misleading manner, the information requested by the Client, on the basis of which the Client prepares the Document on the Assessment of Risk from Interference [DUVRI] in accordance with art. 26 of Legislative Decree 81/08. The Contractor also undertakes to promptly inform the Client about any change to the information and/or documents provided to the Client for the purposes of this art. 5.1, in order to allow the Client to keep the DUVRI adequately updated, if necessary. Under penalty of invalidity, the Parties must also jointly draw up the report containing information about the costs of the measures adopted to eliminate or, where this is not possible, reduce to a minimum the risks pertaining to workplace health and safety deriving from work interference.

5.3 If, for the execution of the work covered by the Tender Contract, it is necessary to install a temporary and mobile site at the NOVA SIRIA plant, the regulations in Section IV of Legislative Decree 81/08 will apply. The Contractor hereby guarantees compliance with all the obligations stated therein pertaining to it and also undertakes to collaborate with NOVA SIRIA and with the parties appointed by it for the compliance required by the regulations referred to.

5.4 In any case, the Contractor hereby undertakes to indemnify the Client and hold it harmless with respect to any responsibility, claim, right, compensation or action applied to the Client itself in relation to the remuneration, contribution, insurance and fiscal position of the workers the Contractor uses to execute this Tender Contract. The Contractor will, therefore, reimburse the Client every amount it should pay as a result of this, as well as interest at the statutory interest rate from the date of payment by the Client until the date on which it is reimbursed.

5.5 If, to execute the activity contracted, the Contractor and the Client agree on the use of plant, equipment and/or machinery owned by the Client, the Contractor will be obliged to complete the relevant form which NOVA SIRIA will provide it with and to return it as per the terms stated in art. 5.1.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

9

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

ARTICLE 6 – Checking the progress of the contract

The Parties agree that NOVA SIRIA, in the person of the Internal NOVA SIRIA Reference or another company figure communicated accordingly from time to time, will have the right to check the execution of the work, to ensure that the work and services are proceeding in total compliance with the accident prevention regulations in Legislative Decree 81/08, as amended, to a high standard and in accordance with the conditions established in the Tender Contract.

If there is a reprimand by NOVA SIRIA with regard to the lack of adequate safety prevention, the Contractor must immediately adopt all the measures required in accordance with the law and as possibly indicated by NOVA SIRIA. In the event of deformities in the execution of the work/service, notwithstanding the application of art. 14.1, NOVA SIRIA may set the Contractor a term within which the Contractor itself must take action to realign with its contractual obligations.

ARTICLE 7 – Acceptance of the work/services contracted

The Parties agree that the Client, at the end of the execution of the Contract Order/Tender, in any case has the right to check and inspect the work carried out, before it is accepted definitively, pursuant to art. 1655 Civil Code.

The Parties establish that the Contractor will put the Client in a condition to carry out these checks and inspections.

Acceptance is only represented by the Client issuing the “**Approval**” in written form, with all forms of tacit acceptance ruled out. The Work Approval is issued after the execution of the work or the completion of the work.

The Parties expressly agree that any partial acceptance of the work covered by the Tender Contract may not lead to an obligation to accept the work definitively, as the Client is free to challenge, in full or in part, the correct execution of the work even if there has been partial acceptance during execution.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RUO82D

10

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

ARTICLE 8 – Confidentiality

NOVA SIRIA and the Contractor undertake reciprocally to keep strictly private and confidential and not to use outside the scope of what is necessary to execute the Tender Contract all the technical, commercial or other information (hereinafter, the “**Confidential Information**”) provided to it by the other party for compliance with the obligations in the Tender Contract or which it obtains during the execution of the Tender Contract.

NOVA SIRIA and the Contractor undertake to make sure that this obligation is complied with by all employees, representatives, partners and third parties it uses to execute the Tender Contract.

It is understood that the above will not apply with reference to the Technical Information which is in the public domain or whose disclosure is required by legal regulations or orders by Public Authorities.

In addition, the Contractor undertakes to maintain absolute confidentiality with respect to all the information, data, documents, drawings/designs, plans, production processes, software, models, marks, distinctive signs, patents, know-how, and all other technical, commercial or organisational news or element (“Confidential Information”) which it has obtained or may obtain during or in relation to the execution of this contract, even in an accidental, chance or indirect manner, and while its own personnel, partners or subcontractors are at the Nova Siria premises.

This obligation is extended to all the Confidential Information, even if not strictly relating to the work covered by the contract, and lasts for the entire duration of the contract and for at least five (5) years after its termination, for whatever reason this has occurred.

The Contractor also undertakes to:

- not disclose, communicate or make accessible to third parties the Confidential Information, in any form or mode, without the prior written consent of Nova Siria;
- not use the Confidential Information for purposes other than those strictly necessary to execute the contract;
- adopt all the safety and protection measures to prevent unauthorised disclosure or use of the Confidential Information;
- also ensure compliance with these obligations on the part of its personnel, partners, consultants, subcontractors and anyone who may obtain the Confidential Information, in any way.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

11

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

The Contractor recognises that all the information and the technical or commercial material sent or made accessible by Nova Siria is exclusively the property of Nova Siria, and that no Nova Siria right, licence or use right relating to patents, marks, models, know-how or other industrial or intellectual property rights is granted or may be considered implicit.

Every violation, even partial, of the obligations in this clause will constitute a serious contractual breach and will entitle the Client to terminate the contract pursuant to art. 1456 Civil Code notwithstanding, in any case, the right to full compensation for the damages.

ARTICLE 9 – Intellectual property

The results and the partial or definitive execution of the work by the Contractor in relation to the Tender Contract will be the exclusive property of NOVA SIRIA, together with all the inherent or deriving rights without any time or territorial limitations.

Specifically, if the Tender Contract leads to product and/or process inventions which might be covered by patent or, in any case, be used industrially, NOVA SIRIA will hold all rights, including the right to obtain the patent in Italy and abroad, and to transfer to third parties, in full or in part, the rights to these products/processes reserved for NOVA SIRIA.

It is understood, therefore, that the launch of production by NOVA SIRIA or the granting of a product licence following the studies and suggestions provided by the Contractor to NOVA SIRIA, or in any case deriving from the results of the Contract Order/Tender, created both directly and indirectly, will not give the Contractor the right to any payment other than that agreed in the Contract Order/Tender.

It is also expressly agreed that the Contractor will guarantee that any activity and/or documentation for which the Contractor is responsible on the basis of the Contract Order/Tender will not violate, in any way or for any reason, third party rights, including, by way of example, intellectual or industrial property rights, expressly exonerating NOVA SIRIA from any loss, damage or economic consequence (including legal and proceedings costs) which may be obtained or requested by any third party, relating, directly or indirectly, to all the activities and/or documentation for which the Contractor is responsible on the basis of the Tender Contract.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

12

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

ARTICLE 10 – Insurance

10.1 The Contractor undertakes to indemnify and compensate NOVA SIRIA, on request, for:

- a) any responsibility, loss, damage, expense (including, without limitation, the legal and professional consulting costs) and other superseding costs in relation to every violation or failure to comply with the Contract by the Contractor;
- b) any claim deriving from injuries to or the death of any person and damage to or loss of any asset caused by any action, omission or negligent activity of the Contractor (or any person acting on its behalf), and any cost for repair, installation and removal of the work carried out by it.

10.2 As well as the compensation and indemnification obligations as per article 12, the Contractor must collaborate with NOVA SIRIA in the adoption of every action aiming to eliminate the non-compliant work carried out.

10.3 The Contractor must obtain and maintain, at its own expense, for the entire duration of the contracts stipulated with the NOVA SIRIA Group Companies, the following insurance coverage stipulated with primary Insurance firms:

- a) A Third-Party Liability (RCT) Policy with a limit of liability of at least €2,500,000 per incident, which explicitly also includes the damages caused during activities carried out at third parties;
- b) An Operator Liability (RCO) Policy (workers) with a limit of liability of at least €2,500,000 with a limit of at least €1,000,000 per individual person injured.

10.4 If the work includes the supply of goods which are destined to become components of finished products or semi-finished products sold/distributed by NOVA SIRIA Group Companies, the supplier, at the simple request of Nova Siria, must obtain a Professional Liability (RCP) Policy which also includes the following guarantees:

- i. A “Damage to third party finished products” guarantee (also if the product becomes an essential component of the finished product) with an insured limit of at least €2,000,000.00;

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

13

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

ii. A “Product Collection/Replacement” guarantee, direct and indirect, with an insured limit of at least €250,000.00;

iii. A “Pure economic damage” guarantee, with an insured limit of at least €1,000,000.00.

10.5 NOVA SIRIA reserves the right to ask the Supplier for possible further insurance coverage in addition to the insurance coverage stated in this article.

10.6 The Contractor undertakes to provide copies of all the insurance policies if requested by the Internal NOVA SIRIA Reference, and an authentic copy of the declaration of payment of the premiums issued by the insurance firm(s).

ARTICLE 11 – Responsibility of the Contractor

The Parties expressly agree that the Contractor is responsible for any damage caused in any way by the Contractor itself, its employees and/or its subcontractors during the execution of the Tender Contract.

ARTICLE 12 – Guarantee

The Parties expressly agree that the Contractor is obliged to provide a guarantee for work deformities and flaws.

Specifically, all the material provided and/or the work/services carried out will be guaranteed in terms of all manufacturing, assembly and creation defects and flaws for 24 (twenty four) months, or a longer duration if envisaged by the law or by specific agreements, from the date of the Approval of the Client. If there are work deformities and/or flaws, NOVA SIRIA, at the indication of the Internal NOVA SIRIA Reference, will have the right to request total compliance with the obligations of the Contractor stated in the relative Contract Order/Tender, pursuant to arts. 1453 and 1460 Civil Code.

The reporting of work deformities and flaws pursuant to arts. 1667 and 1668 Civil Code will be communicated by NOVA SIRIA, at the indication of the Internal NOVA SIRIA Reference, to the Contractor within the terms envisaged

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

14

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

by the law, with a request for their timely elimination, or a proportional reduction in the payment, notwithstanding compensation for any damages incurred by NOVA SIRIA.

In any case, during the guarantee period, the Contractor undertakes to promptly replace those faulty materials, free of charge and to repair badly executed work. Notwithstanding in any case the application of the regulations in art. 14.

ARTICLE 13 – Price

The Parties agree that NOVA SIRIA will pay the Contractor a price for the work and/or services at an amount and in a manner as stated in the Tender Contract. Every cost and expense related to all preparation or execution in any case necessary to execute the work and/or services to a very high standard is considered to be the responsibility of the Contractor and included in the total price for the work and/or services as per the Tender Contract.

The price established in the Tender Contract may not be increased. Any possible variant, even if requested by NOVA SIRIA personnel, will be null and void unless agreed in advance in writing with the NOVA SIRIA Purchasing Office.

ARTICLE 14 – Termination

14.1 NOVA SIRIA will have the right to terminate the Tender Contract if the Contractor has breached any of the obligations deriving from the Tender Contract and has not remedied that breach within 15 (fifteen) days of the receipt of the relative notice to comply communicated in writing pursuant to art. 1454 Civil Code.

14.2 In addition to what is stated in art. 14.1, NOVA SIRIA will also have the right to terminate the Tender Contract, automatically and without the need for prior notice, pursuant to art. 1456 Civil Code, through a simple written communication to the Contractor, if one of the following breaches or circumstances occurs:

- a) Loss of the requirements indicated in art. 2, letters b) and c);
- b) Violation of the principles established in art. 2, letter a);
- c) Violation of the confidentiality obligations stated in art. 8;
- d) Failure, even just partial, to comply with the regulations, codes and models cited in art. 16;
- e) Violation of the documentation delivery obligation pursuant to art. 5.1.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

15

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

14.3 The Parties hereby agree, pursuant to art. 1372 Civil Code, that the Tender Contract will be considered to be automatically terminated by mutual consent if the Contractor is subject to one of the following events:

- a) dissolution, liquidation or any other event which indicates termination of the activity;
- b) opening of any settlement procedure (bankruptcy, extraordinary administration, arrangement with creditors, etc.).

14.4 In all cases of termination of the Tender Contract, NOVA SIRIA will in any case have the right to ask the Contractor for compensation for the damages incurred.

ARTICLE 15 – Force majeure

Each Party undertakes to inform the other party in good time in writing about the occurrence and the cessation of circumstances of force majeure pursuant to arts. 1256 and following of the Civil Code which make it impossible to comply with obligations stated in the Tender Contract and also undertakes to implement all suitable measures to limit the effects of this.

The circumstance of force majeure must in any case be proven by the Party which invokes it.

The Parties expressly agree that delays or breaches of the Contractor's suppliers or strikes or production downtime limited to the business of the Contractor and/or its suppliers and/or subcontractors are not to be considered as causes of force majeure, due to the Contractor's exemption from responsibility.

ARTICLE 16 – Corporate responsibility

The Contractor declares it is aware of the regulations in Legislative Decree 231/01, as amended, and that it has seen and fully accepts the NOVA SIRIA Ethics Code and '231' Organisation, Management and Control System, published on the www.novasiria.it Internet site, undertaking to implement any updates which are published on the site.

In executing its work, the Contractor undertakes, therefore, to behave in a manner compliant with Legislative Decree 231/01 and the NOVA SIRIA Ethics Code and '231' System, so that NOVA SIRIA is not exposed to the risk of the

Nova Siria S.r.l.

PLANT, HEADQUARTERS AND OFFICES

Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE

Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

16

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

application of the sanctions envisaged, and to educate its shareholders, employees and partners taking part in the execution of the Contract so that they comply. The Contractor is also obliged to immediately inform NOVA SIRIA about the occurrence of events which actually or even potentially do not comply with its Ethics Code and/or '231' System, or occurrence of events which constitute breaches of the regulations in Legislative Decree 231/01.

The Contractor declares and guarantees that, within its entrepreneurial activity, it does not make use, either directly or indirectly through subcontractors, of forms of child labour in violation of the applicable national and international regulations including, by way of examples which are not exhaustive, the regulations in Convention no. 138 of 1973 and Convention no. 182 of 1999 of the International Labour Organisation (ILO), and the principles of the UN Convention on the Rights of the Child. The Contractor also undertakes to adopt all the measures required to prevent, identify and eliminate any form of child labour within its own production cycle, being fully responsible for any violations committed by third parties it uses in executing the work covered by this contract.

The Contractor recognises that full compliance with all of the above stated and/or referred to is an essential condition for the maintenance of the commercial relationship with Nova Siria. Therefore, violation of one or more obligations deriving from this article 16 by the Contractor, as well as failure to comply with just one of the obligations indicated in the NOVA SIRIA Ethics Code and/or '231' System, constitutes a serious contractual breach by the Contractor and entitles Nova Siria to terminate the contract with immediate effect, pursuant to art. 1456 of the Civil Code, notwithstanding the right of Nova Siria to compensation for any direct or indirect damages incurred as a result of this violation, including reputational damage.

ARTICLE 17 – Tolerance

Any tolerance by one of the Parties of conduct of the other Party which violates the regulations contained in the Tender Contract does not constitute waiving of the rights deriving from the regulations violated or the right to demand full compliance with all the terms and conditions stated herein.

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RUO82D

17

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

ARTICLE 18 – Partial invalidity

Any invalidity or inefficacy of one of the terms and conditions contained in the General Conditions and/or in the Tender Contract will not affect the validity and efficacy of the other terms and conditions, notwithstanding the right to terminate the Contract pursuant to art. 1419 Civil Code.

ARTICLE 19 – Applicable law and Court with jurisdiction

The law applicable to these General Conditions and to the relative contractual relationship between the Parties is Italian law only, with express exclusion of other national law and/or international conventions. Any dispute relating to the General Conditions and to the Tender Contract, their interpretation, execution or non-execution, will be referred exclusively to the Court of Turin of the Italian Judicial Authority, notwithstanding the right of NOVA SIRIA to summons the Contractor to any other alternative Court with jurisdiction on the basis of procedural law.

ARTICLE 20 – Privacy

The Contractor acknowledges that the privacy regulations - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 relating to the protection of natural persons with regard to the processing of personal data, hereinafter “GDPR” - pertain to the processing of personal data, relating, that is, to natural persons only, acquired and processed by the Client for the conclusion and the execution of the Contract, and do not apply to the data pertaining to companies, bodies and associations. For the purposes of this Contract, the Client may process personal data pertaining to (i) the Contractor, if it is an individual firm or freelance professional, and/or, in any case, (ii) the representatives, exponents, employees or partners of the Contractor.

The Contractor declares it is aware, pursuant to art. 13 of the GDPR, that the personal data communicated by it for the conclusion and execution of the Contract are collected and processed by the Client, as Data Controller, exclusively for these purposes and for the related statutory, administrative and accounting obligations, using appropriate methods and procedures (which may also be computerised), through the internal personnel appointed for these purposes and

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

18

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it

through external partners designated as data managers or processors. The Contractor acknowledges that, relative to the personal data processed for the conclusion and execution of this Contract, the natural person to which the data refer (“data subject”) has the right to access, rectify, restrict, delete, portability and opposition (arts. 15-22 of the GDPR), and the right to make claims with the Privacy Authority.

The Contractor must guarantee the lawful usability of the personal data pertaining, by way of examples which are not exhaustive, to any of its representatives, exponents, employees and partners, which are communicated to the Client for the purposes of the conclusion and execution of the Contract and, specifically, complete compliance with the informational obligations with respect to the data subjects as well as, where necessary, obtaining their consent, with respect to the processing of their personal data by the Client for these purposes in the terms specified above.

Most recent update: July 2025

Read in every part and, agreed in full, confirmed and signed as a mark of acceptance on

The Contractor (Legal Representative)

The Contractor acknowledges and recognises that this contract is the result of negotiation of every single clause, not being a preprinted form. However, to eliminate any interpretative doubts, the Contractor declares it has fully read and is familiar with the clauses reported above, and specifically approves, also pursuant to arts. 1341 and 1342 Civil Code, the following: arts. 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 19 and 20.

The Contractor (Legal Representative)

Nova Siria S.r.l.
PLANT, HEADQUARTERS AND OFFICES
Via Marconi 4/6 - 10060 Roletto (TO) – ITALY
Tel. +39 0121 342256
Email: info@novasiria.it – novasiria@cert.dag.it
VAT Code / Partita IVA: 03716570019

INTERNATIONAL SALES OFFICE
Tel. +39 0121 342256
Email: export@novasiria.it
Codice Univoco Fatturazione Elettronica:
5RU082D

19

Società soggetta all'attività di direzione e coordinamento di Hawle Beteiligungsgesellschaft mBH
Company subject to management and coordination by Hawle Beteiligungsgesellschaft mBH



www.novasiria.it