

1. GENERAL PROVISIONS

1.1 These general conditions form an integral part of the purchase order (hereinafter, the “Order”) issued by SON S.R.L. The Supplier’s general conditions, even if expressly referred to in the Supplier’s offer or in its acceptance, as well as any other provision differing from these general conditions, shall not be applicable to SON S.R.L. unless expressly approved in writing by the latter. Save as otherwise agreed, the Contract shall be perfected upon the Supplier’s written acceptance of the Order within 10 (ten) business days from the date of receipt. Failing written acceptance within such term, SON S.R.L. shall be entitled to consider the Order automatically revoked, without any obligation to give prior notice and without any right of the Supplier to compensation. In any event, the commencement of performance of the supply by the Supplier shall constitute acceptance of the Order.

1.2 The Order, these general conditions, as well as the specifications, drawings and any other documents referred to in the Order or annexed thereto (hereinafter, the “Contractual Documents”) constitute the entire agreement between the parties in relation to the supply governed by the Contract, and supersede every prior or contemporaneous offer, communication, statement, promise or negotiation, whether oral or written, having the same subject matter. Each Contractual Document forms an integral and essential part of the Order and shall be construed together with the others. In the event of discrepancy, the order of precedence set forth in the Order itself shall prevail.

2. SCOPE OF SUPPLY

2.1 The scope and nature of the supply are described in the Order and in the Contractual Documents. The supply also includes all goods, equipment and services technically necessary to ensure full compliance with industrial practice, the rules of the art and applicable regulations, even where such items are not expressly mentioned in the Contract.

2.2 The scope of the supply includes the preparation and delivery of all necessary documentation, including documentation relating to production completion, traceability and quality, as well as import/export documents, in addition to what is provided for in the Contractual Documents. This includes, by way of example and without limitation, all documents, certifications and declarations that SON S.R.L. may request, at its own discretion, for the purpose of preventing the introduction of counterfeit, fraudulent or suspected items into the supply chain. SON S.R.L. shall indicate in the Order or in other Contractual Documents which documents must be supplied by the Supplier, which ones are subject to prior approval, and which ones shall be transmitted for information purposes only. It is understood that the Supplier shall perform the Contract without awaiting approval and/or acceptance by SON S.R.L. in respect of the documents for which prior approval is not expressly required. In any event, SON S.R.L. reserves the right to examine such documents, make comments and request amendments and/or integrations. Save as otherwise agreed, no review, comment or failure to review by SON S.R.L. shall modify the terms and conditions of the Order, nor release the Supplier from any liability arising from the Contract, nor be construed as approval, not even implied, of the relevant documents.

2.3 Save as otherwise agreed, the Supplier undertakes to perform the supplies and/or services in such a way that the entire supply chain — including, by way of example and without limitation, development, design, manufacturing, packaging, labelling, reporting, transport, installation, operation, cleaning, maintenance, repair and disposal — complies with all applicable laws, provisions, regulations and guidelines, of both legislative and regulatory nature, with particular reference to quality, environmental protection, occupational health and safety, transport safety and product safety.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

3. PRICE

3.1 The price set forth in the Order (hereinafter, the “Price”) constitutes the full and all-inclusive consideration for the supply, performed in a workmanlike manner in all its parts and accessories, in accordance with the Contract. The Price includes all costs, taxes, duties, levies and any other charge borne by the Supplier or otherwise connected with the supply, unless otherwise expressly provided.

3.2 The Price is fixed and not subject to revision. Save as otherwise agreed in writing, the Supplier shall not be entitled to any price revision for any reason whatsoever, including any increases in labour costs, raw materials or other production factors.

3.3 Having regard to the specific nature of SON S.R.L.’s industrial sector and to the typical financial cycle of the energy supply chain, the Price shall be due and payable within 90 (ninety) days end of month invoice date, save as otherwise agreed in writing in the Order. The Parties acknowledge that such term constitutes a specifically negotiated and balanced agreement pursuant to art. 7 of Italian Legislative Decree No. 231/2002, as confirmed by the specific signature affixed pursuant to arts. 1341 and 1342 of the Italian Civil Code. Payment of the Price shall in no event constitute acceptance, not even tacit, of the supply, nor release the Supplier from the performance of its obligations.

3.4 The Supplier is expressly prohibited from issuing drafts (bills of exchange) against invoices. Any drafts issued shall not be honoured, and the Supplier shall be liable for any resulting damages.

4. DELIVERY TERMS

4.1 All time limits set forth in the Contract are binding. Save as otherwise agreed in writing, the “Delivery Date” indicated in the Order refers to the complete delivery of the supply, including all technical documentation as per article 2.2 above. Deliveries made before the agreed dates entitle SON S.R.L. to refuse the supply and/or service until the scheduled delivery date.

4.2 The Supplier shall promptly notify SON S.R.L. of any delay, or risk of delay, in the performance of the Contract. In such cases, SON S.R.L. shall be entitled to issue instructions to the Supplier and to require the adoption of all measures deemed appropriate to expedite delivery. Without prejudice to SON S.R.L.’s right to compensation for damages resulting from delay, the Supplier shall be solely responsible for all costs and expenses related to the actions taken to accelerate delivery and undertakes to indemnify and hold SON S.R.L. harmless from any damage, cost or expense incurred in connection with such measures. No instruction given by SON S.R.L., nor any acceleration measure adopted, shall be construed as a waiver of SON S.R.L.’s rights or as a release, in whole or in part, of the Supplier’s obligations.

4.3 SON S.R.L. is entitled to reject partial or incomplete deliveries that have not been previously agreed in writing.

4.4 The Supplier shall notify SON S.R.L. of the scheduled delivery date with at least 14 (fourteen) days’ prior notice with respect to the agreed date. Save as otherwise agreed in writing, within the same term the Supplier shall transmit a copy of the packing lists.

4.5 All components shall be identified, marked and packed in accordance with SON S.R.L.’s instructions and, in any event, in a manner suitable for transport. Packaging and any other form of protection shall ensure handling and stowage without damage, as well as adequate protection against natural deterioration of materials, both during loading and unloading operations and during transport and storage, whether at warehouses or at the final user’s plant.

4.6 SON S.R.L. shall only be obliged to accept the quantities ordered. Any quantity tolerances, whether in excess or in default, shall be admitted only if expressly agreed in writing in the Order. Any excess quantities not authorised shall be deemed held at the Supplier’s expense and risk.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

5. STORAGE

5.1 The Supplier agrees that, where so requested in writing by SON S.R.L., the supply may be stored at the Supplier's premises, at the Supplier's care, risk and expense, for a maximum period of 3 (three) months from the date on which SON S.R.L. has notified readiness for shipment pursuant to the Contract. During storage, the Supplier shall discharge its duty of diligent custody and shall ensure that the goods are identifiable as SON's property (if title has already passed).

Should SON ENERGY S.r.l. require a longer storage period, the Parties shall enter into a separate, mutually acceptable agreement governing the terms, conditions and any applicable compensation to the Supplier.

6. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

6.1 Without prejudice to any other remedy provided by the Contract or by law, should the Supplier fail to comply with the delivery terms and/or fail to complete the performance within the scheduled terms, SON S.R.L. shall be entitled to apply liquidated damages equal to 2% (two per cent) of the value of the goods for each week, or fraction of a week, of delay, up to a maximum of 10% (ten per cent) of the total value of the Order. SON S.R.L.'s right to claim compensation for any further damage suffered, even beyond the aggregate amount of the liquidated damages, is in any event expressly reserved.

6.2 For the purposes of this clause, defective and/or incomplete delivery of materials and/or documentation shall be deemed equivalent to delay in delivery.

6.3 Subject to the cap under art. 6.1, should the delay exceed 25 (twenty-five) business days, SON S.R.L. — in addition to and cumulatively with the remedies under art. 19 below — shall be entitled, also in derogation of art. 1516 of the Italian Civil Code, to procure the supply elsewhere at the Supplier's risk, peril and expense, without prejudice to the liquidated damages already accrued and to compensation for any further damage.

7. INVOICING AND PAYMENTS

7.1 Each invoice, subject to prior communication by e-mail with the relevant attachments, shall refer to a single contract and shall indicate:

- Order number and date;
- Order item (line) number;
- Delivery notice or delivery note number and date;
- Payment terms agreed in the Order.

7.2 The Supplier is authorised to issue the relevant invoices at the conditions set forth in the Order. Invoices not complying with the provisions of this section shall be rejected. No set-offs shall be allowed or accepted.

7.3 SON S.R.L. shall be entitled to set off receivables due to the Supplier against any receivables due also to its subsidiaries and/or affiliates.

7.4 The Supplier shall not be entitled to transfer or assign any receivables arising from the Order without the prior written consent of SON S.R.L.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

8. INSPECTIONS AND TESTS

8.1 In order to verify the quality of the Supplier's activities, compliance with the technical specifications and with applicable laws and contractual terms, SON S.R.L. is authorised to carry out checks, inspections and tests at any stage of the performance of the

Contract, including, by way of example, engineering, procurement, manufacturing, storage, loading and unloading activities at the Supplier's premises, as well as at the premises of any sub-suppliers, sub-contractors, associates and/or partners.

The exercise of such rights shall not in any way release the Supplier from its obligations or from its liability concerning the conformity of the supply with the specifications and with all the terms of the Contract.

8.2 Should the Order or other Contractual Documents provide for specific tests, inspections and/or hold points during performance of the Contract, activities shall not proceed without the prior written authorisation of the person in charge of the inspection, test or hold point, or without an express waiver thereof.

8.3 The Supplier shall notify SON S.R.L. in writing with at least 8 (eight) calendar days' prior notice of any final test, inspection or scheduled verification.

The performance or non-performance of inspections, tests, verifications or audits, as well as any acceptance or failure to detect defects, shall not release the Supplier from liability for defects or non-conformities not expressly accepted by SON S.R.L.

SON S.R.L. shall also be entitled to accept the supply subject to reserve. In such case, the Supplier shall promptly eliminate, at its own expense and in the manner indicated by SON S.R.L., all defects and non-conformities detected.

Save as otherwise provided in the Contract, final inspections and tests include:

- verification of material certificates;
- visual inspection;
- dimensional check;
- verification of final documentation/certification;
- issuance of the Final Inspection Certificate.

8.4 Final acceptance of the supply shall occur only upon commissioning or acceptance by SON S.R.L.'s end client.

8.5 Should, upon inspection, testing, or during commissioning or acceptance by the end client, the supply prove defective or otherwise non-conforming with the Contract, SON S.R.L., without prejudice to any other right and remedy provided by law or by the

Contract and in addition to the application of any liquidated damages and compensation for damages, shall be entitled, at its sole discretion and at the Supplier's expense, to:

- (a) require the Supplier to immediately remove the defects and to bring the supply into compliance ("remedial action"); or
- (b) carry out, directly or through third parties, the activities necessary for remedial action, at the Supplier's expense;
- (c) suspend, in whole or in part, the payments;
- (d) reject and return, in whole or in part, the supply;
- (e) terminate the Contract for the Supplier's breach.

Such remedies may be exercised cumulatively.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

8.6 Should the Order provide for deliveries divided into batches, lines or instalments, SON S.R.L. reserves the right to verify the conformity of each batch only upon completion of the overall supply. Payment of individual batches shall in no way constitute acceptance of the partial supply.

8.7 Save as otherwise agreed in writing, all costs and expenses relating to the inspections and tests provided for under the Contract shall be deemed included in the Price.

8.8 In express derogation of articles 1495 and 1512 of the Italian Civil Code, the Supplier accepts that notice of defects and/or non-conformities, whether apparent or latent, may validly be given by SON S.R.L. within 60 (sixty) days from their discovery and, in any event, within the warranty term set forth in art. 11.

9. TRANSFER OF TITLE AND RISK

9.1 Save as otherwise agreed in writing, deliveries are governed by the ICC Incoterms 2020 rules, DAP version — destination facility indicated by SON S.R.L. The risk of loss or damage to the supply shall pass to SON S.R.L. upon delivery in accordance with the applicable Incoterm.

9.2 Title to the supply shall pass to SON S.R.L. upon delivery or, where SON S.R.L. has paid advances, upon the first payment, with simultaneous establishment of a reservation of title in favour of SON S.R.L. until final balance settlement.

10. TRANSPORT DOCUMENTATION

10.1 Each transport document (DDT), relating to each Order, shall bear at least the following information:

- number and name of the Order to which the delivery refers;
- Order item (line) number;
- status of the individual item (e.g.: advance or balance);
- status of the Order (e.g.: balance);
- envelope containing the relevant certification, where applicable.

11. WARRANTY

11.1 The Supplier warrants that the supply shall be free from defects and in compliance with the Order, the specifications, samples, drawings, designs, descriptions and any other requirement provided or approved by SON S.R.L., as well as fit for the use and performance contractually required.

11.2 The term for notice of defects is 24 (twenty-four) months from the date of completion of delivery, as defined in article 4.1 above.

For replaced, repaired or otherwise re-manufactured parts, the warranty term shall start anew from the relevant delivery, save where the Supplier has remedied the defect as a mere courtesy and without acknowledgment of liability.

11.3 Should the supply prove defective or non-conforming during the warranty period, SON S.R.L., without prejudice to any other right and remedy provided by law or by the Contract and in addition to compensation for damages, shall be entitled, at its sole discretion and at the Supplier's expense, to:

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

- (a) require the Supplier to inspect, remove, reinstall, ship, repair or replace/re-perform the non-conforming goods or services (“remedial action”);
- (b) carry out, directly or through third parties, the activities necessary for remedial action, with costs fully borne by the Supplier (including, by way of example, materials, labour and handling);
- (c) reject and return, in whole or in part, the goods/services, with request for refund of any price already paid;
- (d) suspend the payments due.

All the remedies set forth above may be exercised cumulatively.

11.4 For latent defects manifesting or becoming discoverable after the term set forth in art. 11.2, the Supplier shall in any event be liable for the ordinary ten-year limitation period pursuant to art. 2946 of the Italian Civil Code, also in derogation of the term under art. 1495 of the Italian Civil Code and in partial derogation of art. 1667 of the Italian Civil Code. Notice of latent defects shall be valid if given within 60 (sixty) days from their discovery.

12. LABOUR, ENVIRONMENT, HEALTH AND SAFETY

12.1 The Supplier shall at all times perform the obligations arising from the Contract using personnel that is adequately qualified, trained and equipped with the necessary equipment.

The Supplier is also required to comply with all applicable provisions regarding remuneration, working hours, insurance coverage, health and safety of the personnel employed in the performance of the Contract, in accordance with the applicable National Collective Bargaining Agreement, as well as with any law, regulation and contractual provision in force.

12.2 The Supplier shall at all times comply with all obligations, duties and responsibilities set forth in applicable legislation on occupational health and safety, as well as with the relevant health, safety and environmental (HSE) policies and procedures provided by SON S.R.L. and/or by the end client, applicable to the site where the supply is performed.

12.3 Failure to comply with the provisions of this article 12 shall constitute material breach and entitle SON S.R.L. to terminate the Order pursuant to and for the purposes of the Contract.

12.4 Prior to the commencement of on-site activities, the Supplier shall deliver to SON S.R.L.: (i) a valid DURC (certificate of contribution regularity); (ii) an updated chamber-of-commerce certificate (“visura camerale”); (iii) copy of the RCT/RCO (third-party and employer’s liability) insurance policies pursuant to art. 21.2; (iv) Site-specific Operational Safety Plan (POS) where required; (v) nominal list of personnel employed, with the relevant medical fitness certificates and training records pursuant to Italian Legislative Decree No. 81/2008.

13. CODES, STANDARDS AND PROCEDURES

13.1 The Supplier is responsible for compliance with and application of all standards, codes, regulations, specifications, instructions and procedures applicable and required by SON S.R.L. in connection with the performance of the supply.

In the event of conflict between codes, standards and regulations on the one hand, and specifications, instructions or procedures provided by SON S.R.L. on the other, the former shall prevail. The Supplier shall in any event be obliged to promptly notify SON S.R.L. of any discrepancies detected.

Any amendments to standards, codes or regulations occurring subsequent to the date of the Order shall be notified to SON S.R.L. where they affect the supply, so that the latter may evaluate and, where applicable, implement the necessary adaptations.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

13.2 The Supplier undertakes to maintain a quality assurance system complying with the most up-to-date standards of SON S.R.L.'s reference sector.

The Supplier further warrants that any sub-suppliers or third parties involved in the supply shall operate on a continuous and reliable basis in accordance with the same quality standards.

13.3 For supplies within the European Union, the Supplier shall comply with applicable European directives, EN 12952 (water-tube boilers), EN 12953 (shell boilers), EN 13084-7 (free-standing steel stacks), AD 2000 Merkblätter, and PED 2014/68/EU. This includes the obligations relating to the "EC Declaration of Conformity" and the "Declaration of Incorporation/Putting into Service of Machinery", where applicable.

14. COUNTERFEIT PRODUCTS

14.1 The Supplier acknowledges SON S.R.L.'s particular focus on preventing the risk of supply of counterfeit or fraud-suspect items ("CFSI").

The Supplier warrants, also on behalf of any sub-suppliers involved, that any number, code, registration, standard or other reference relating to the supply is truthful, authentic and correct.

Without prejudice to any other right and remedy provided by the Contract or by law, SON S.R.L. reserves the right to reject any part of the supply suspected of being counterfeit or fraudulent.

15. CHANGES

15.1 SON S.R.L. shall be entitled, at any time, to make changes to drawings, designs, specifications, materials, packaging, times and places of delivery, as well as to means of transport, without the Supplier being automatically entitled to any Price increase and/or extension of the delivery terms.

The Supplier shall continue the performance of the supply without delays or suspensions. The Supplier shall notify SON S.R.L. in writing, within 10 (ten) days from the communication of the changes, should such changes entail an increase or reduction in costs or performance times.

In such case, the Parties shall agree in writing on an equitable adjustment of the Price and/or of the contractual terms. Failing communication within the term set forth above, the changes shall be deemed definitively accepted by the Supplier, without any right to financial or time adjustment. Material changes (scope change) entailing a Price increase exceeding 20% shall in any event entitle the Supplier to renegotiate the delivery terms.

16. PATENTS AND INDUSTRIAL PROPERTY

16.1 The Supplier warrants that it is fully entitled to, or otherwise authorised to use, all intellectual property rights relating to the supply. The Supplier undertakes to indemnify and hold SON S.R.L. harmless from any cost, claim, loss, damage or expense arising from actual or alleged infringements of patents, trademarks, copyrights, design rights or other intellectual property rights connected with the supply. Such liability is excluded only where the infringement is directly attributable to instructions, drawings and/or specifications expressly provided by SON S.R.L.

16.2 Any intellectual and industrial property rights (including, by way of example, copyrights, patent rights, design and model rights, know-how) relating to projects, drawings, specifications, developments, software, materials or other works made by the Supplier specifically for SON S.R.L. or upon SON S.R.L.'s instructions in the performance of the Order, shall be deemed to be exclusively and definitively assigned to SON S.R.L. at the moment of their creation, without any further consideration, the relevant remuneration being included in the Price. The Supplier undertakes to carry out any acts necessary for the effectiveness of such assignment, also vis-à-vis its own employees and collaborators.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

17. SUB-SUPPLIERS AND ASSIGNMENT

17.1 The Supplier may not assign or subcontract, in whole or in part, the supply to sub-contractors or sub-suppliers without SON S.R.L.'s prior consent. Any assignment of the Contract to a sub-supplier without SON S.R.L.'s written consent shall have no effect vis-à-vis SON S.R.L. Should SON S.R.L. approve such sub-suppliers or assignments, this shall not release the Supplier from any of its contractual obligations under the Contract, and the Supplier shall remain fully liable for the activities/services of any sub-suppliers or third parties engaged by it.

17.2 The Supplier shall be responsible for regularly making all payments to its sub-suppliers. Should the Supplier fail to make a timely payment to a sub-supplier, SON S.R.L. shall have the right, but not the obligation, to make such payment and to set off any amount due to the Supplier against the amount paid to the sub-supplier. The Supplier shall defend, indemnify and hold SON S.R.L. harmless from all damages and costs of any nature, without limitation, borne by SON S.R.L. and caused by the Supplier's breach of its obligations towards its sub-contractors.

18. SUSPENSION

18.1 SON S.R.L. — at its sole discretion, for any reason and by written notice — may require the Supplier to suspend the performance of the supply, in whole or in part. The suspension shall take effect on the day on which the suspension order is received by the Supplier or on such other date as may be indicated therein. From that moment, the Supplier shall take all necessary measures, with the utmost diligence and in accordance with proper technical practices, for the safe custody and maintenance of the portion of the supply already performed and, within 20 (twenty) days, shall agree the storage arrangements for the goods for the expected duration of the suspension.

18.2 Without prejudice to the right to obtain an extension of the delivery terms, the Supplier shall be entitled solely to reimbursement of the documented expenses incurred as a consequence of the suspension. In no event shall the Supplier be entitled to claim compensation for lost earnings, expected profits or damages arising from such suspension or its lifting.

19. TERMINATION AND WITHDRAWAL

19.1 SON S.R.L. reserves the right to withdraw from the Contract, in whole or in part, at any time and for any reason, by 7 (seven) days' prior written notice.

In such case, SON S.R.L. shall be required to pay the Supplier solely for the activities duly performed and accepted up to the effective date of the withdrawal.

Save as otherwise agreed in writing, the Supplier shall not be entitled to any further indemnity or compensation.

19.2 SON S.R.L. shall be entitled to terminate the Contract by operation of law pursuant to art. 1456 of the Italian Civil Code, by mere written notice and without need of any prior notice or default warning, upon the occurrence of any of the following circumstances: (i) reaching or exceeding the cap of liquidated damages for delay under art. 6.1; (ii) opening of insolvency, bankruptcy, judicial liquidation or other insolvency proceedings against the Supplier, or state of insolvency of the Supplier vis-à-vis its creditors; (iii) conviction of the Supplier or of its officers, even at first instance, for predicate offences under Italian Legislative Decree No. 231/2001; (iv) assignment of the Contract or sub-contracting without the written consent of SON S.R.L. in breach of art. 17.

19.3 For all other contractual breaches, SON S.R.L. may terminate the Contract after giving a default warning to perform ("diffida ad adempiere") pursuant to art. 1454 of the Italian Civil Code, with a term of 10 (ten) business days, without prejudice to the right to compensation for damages.

19.4 These provisions constitute an express termination clause pursuant to art. 1456 of the Italian Civil Code and a default warning pursuant to art. 1454 of the Italian Civil Code, and are subject to specific signature pursuant to arts. 1341 and 1342 of the Italian Civil Code.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

20. FORCE MAJEURE

20.1 Any delay or non-performance under the Contract by either Party shall be justified to the extent it is caused by a force majeure event.

“Force Majeure” means any event or circumstance that is beyond the reasonable control of the affected Party, unforeseeable, unavoidable and not capable of being overcome through ordinary diligence.

20.1-bis The following shall in no event constitute Force Majeure events: (i) breaches, delays or strikes of sub-contractors, sub-suppliers or raw material suppliers of the Supplier; (ii) the Supplier’s financial or cash-flow difficulties; (iii) increases in costs of materials, labour or transport; (iv) fluctuations in exchange rates; (v) events that could have been foreseen with ordinary diligence at the time of acceptance of the Order.

20.2 Upon the occurrence of a Force Majeure event, performance of the Contract shall be suspended for the duration of the event, without either Party being entitled to indemnities, compensation or damages.

The Parties undertake to cooperate in good faith in order to limit the effects of the Force Majeure event and to reduce its duration and consequences.

20.3 The Party invoking Force Majeure shall notify the other Party in writing without delay and, in any event, within no more than 3 (three) days from its occurrence, providing information on the nature of the event and the foreseeable duration of the suspension. The Parties shall agree in writing on the duration of the suspension. After a reasonable period of suspension has elapsed, the Parties may assess the effects on the Contract, including possible termination thereof.

20.4 Should the Force Majeure event continue for more than 90 (ninety) consecutive days, either Party shall be entitled to terminate the Contract by written notice, without any right to compensation.

21. INDEMNIFICATION AND INSURANCE

21.1 The Supplier shall defend, indemnify, release and hold harmless SON S.R.L., as well as its directors, officers, employees and representatives, from any action, claim, demand, loss, judgment, penalty, damage, cost or expense (including, by way of example and without limitation, liability for injury to persons, property or the environment, amounts owed to the End Client and legal fees) arising from acts or omissions of the Supplier and/or of its sub-suppliers or sub-contractors, except where such events are directly attributable to the wilful misconduct or gross negligence of SON S.R.L.

21.2 The Supplier undertakes to take out and maintain in force, for the entire duration of the Contract and for at least 24 (twenty-four) months following the expiry of the warranty period, the following insurance policies, with a leading insurance company: (a) third-party liability (RCT) policy with a coverage limit of not less than EUR 5,000,000.00 per claim and per year; (b) employer’s liability (RCO) policy with a coverage limit of not less than EUR 3,000,000.00 per claim and per person; (c) any “All Risks — Construction Site” and/or “Marine/Transport” policies, where required by the nature of the supply. The policies shall include a waiver of subrogation vis-à-vis SON S.R.L. and, where technically feasible, the inclusion of SON S.R.L. as additional insured. The Supplier shall produce copy of the policies and of the payment receipts prior to the commencement of activities and whenever requested by SON S.R.L.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

22. CONFIDENTIALITY

22.1 The Supplier undertakes, also on behalf of its sub-contractors, sub-suppliers, collaborators and employees, to keep strictly confidential all proprietary information of SON S.R.L. and/or its affiliated companies, received or otherwise acquired in connection with the performance of the Contract, including, by way of example and without limitation, drawings, projects, specifications, technical or commercial data and information.

22.1 BIS All drawings, specifications, standards, tables, technical documents, models, samples and specific equipment made available by SON S.R.L. to the Supplier shall remain the exclusive property of SON S.R.L. and may be used solely for the performance of the Contract. Upon expiry of the Contract or at SON S.R.L.'s request, they shall be immediately returned in good condition, save for normal wear and tear. The Supplier is expressly prohibited, also after termination of the Contract, from (i) copying, reproducing, transmitting to third parties or allowing their use by third parties; (ii) manufacturing or marketing products based on such drawings, models or samples, either for its own production or on behalf of third parties; (iii) using the name, trademarks or distinctive signs of SON S.R.L. other than for the performance of the Contract.

22.2 The Supplier may not disclose the existence, content or terms of the Contract (in whole or in part), nor use the name, trademark, photographs or any reference to SON S.R.L. or to its affiliates for advertising, promotional or commercial purposes, without SON S.R.L.'s prior written authorisation.

22.3 The confidentiality obligation under this article shall survive for 5 (five) years from termination of the Contract, regardless of cause; for information constituting technical know-how or trade secrets within the meaning of art. 98 of Italian Legislative Decree No. 30/2005 (Italian Industrial Property Code) the obligation is unlimited in time.

22.4 In case of breach, even if negligent, of the confidentiality obligations, the Supplier shall pay SON S.R.L. a lump-sum penalty of EUR 50,000.00 (fifty thousand) for each breach, without prejudice to compensation for any further damage.

22.5 Upon expiry of the Contract or at SON S.R.L.'s request, the Supplier shall return or destroy, at SON S.R.L.'s option, all confidential information held in any format, including technical documentation and the relevant electronic media.

22.6 The Supplier is expressly prohibited, also following termination of the Contract, from manufacturing or marketing products based on drawings, models, specifications or samples owned by SON S.R.L. or provided by it.

23. GOVERNING LAW AND JURISDICTION

23.1 The Contract is governed, construed and applied exclusively in accordance with the law of the Italian Republic.

23.2 All disputes arising out of or in connection with the Contract shall be submitted to the exclusive Italian jurisdiction and to the exclusive venue of the Court of Milan.

23.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980 — CISG) and of any other uniform rule of private international law is expressly excluded.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

24. CODE OF ETHICS

24.1 SON S.R.L. has adopted an Organisation, Management and Control Model pursuant to Italian Legislative Decree No. 231 of 8 June 2001 (“Model 231”) and a Code of Ethics, published on the website www.son-energy.com. The Supplier declares that it has reviewed and accepted their principles.

24.2 The Supplier, in the performance of the Contract, undertakes to: (i) refrain from any conduct suitable to constitute any of the predicate offences under Italian Legislative Decree No. 231/2001; (ii) comply with the provisions and principles of Italian Legislative Decree No. 231/2001, of the Model 231 and of the SON Code of Ethics; (iii) if adopted, with its own Model 231 and Code of Ethics.

24.3 Breach of the undertakings under art. 24.2 shall entitle SON S.R.L. to terminate the Contract pursuant to art. 1454 of the Italian Civil Code, following a default warning to perform with a term of 60 (sixty) days, where the Supplier’s conduct is not brought into compliance.

24.4 SON S.R.L. shall also be entitled to terminate the Contract by operation of law pursuant to art. 1456 of the Italian Civil Code, by mere written notice and without need of prior notice or default warning, in the event of: (i) conviction of the Supplier or its representatives/business partners, even at first instance, for one of the predicate offences set forth in Italian Legislative Decree No. 231/2001; (ii) application against the Supplier, even on a precautionary basis, of any of the interdictive measures set forth in Italian Legislative Decree No. 231/2001; (iii) non-compliant conduct considered by SON S.R.L., on its reasonable assessment, as such to render the continuation of the relationship impossible. In any event, the right to compensation for damages is reserved.

25. PROCESSING OF PERSONAL DATA

25.1 The Parties undertake to process personal data acquired in the context of the Contract in compliance with Regulation (EU) 2016/679 (GDPR) and Italian Legislative Decree No. 196/2003, as subsequently amended.

25.2 Should the Supplier process personal data on behalf of SON S.R.L., the Parties shall execute a specific appointment agreement as Data Processor pursuant to art. 28 GDPR, including in the form of an appendix to the Contract.

25.3 The Supplier undertakes to adopt technical and organisational measures suitable to ensure the security of the processing pursuant to art. 32 GDPR and to notify SON S.R.L. promptly, and in any event within 24 hours, of any personal data breach of which it becomes aware.

25.4 The information notice pursuant to arts. 13-14 GDPR is available on the website www.son-energy.com.

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read, understood and expressly approved the following clauses of these General Conditions of Purchase:

art. 1.2 (prevalence of SON General Conditions and entire agreement); art. 3.3 (90-day end-of-month invoice-date payment term); art. 4.6 (quantity tolerances); art. 6 (liquidated damages for delay and right to compensation for any further damage); art. 6.3 (cover purchase at Supplier's risk); art. 7.3 (set-off with receivables of subsidiary/affiliated companies); art. 7.4 (prohibition on assignment of receivables); art. 8.4 (final acceptance subject to commissioning/end-client acceptance); arts. 11.3 and 11.4 (cumulative warranty remedies and derogation of arts. 1495, 1512, 1667 Italian Civil Code); art. 15 (unilateral changes); art. 16 (indemnification and assignment of IP rights); art. 17 (prohibition on sub-contracting and extended liability of the Supplier for sub-suppliers); art. 18 (unilateral suspension with exclusion of lost earnings); art. 19 (termination and withdrawal, express termination clause pursuant to art. 1456 Italian Civil Code); art. 20 (exclusion of indemnities for force majeure and excluded events pursuant to art. 20.1-bis); art. 21 (broad indemnification in favour of SON and obligation to take out insurance policies); art. 22.4 (penalty for breach of confidentiality); arts. 23.2 and 23.3 (exclusive venue of Milan and exclusion of the CISG); art. 24 (Model 231 and termination by operation of law pursuant to art. 1456 Italian Civil Code).

Place and date: _____

The Supplier (stamp and legible signature of the legal representative):

Place and date _____

The Supplier (stamp and signature)

SON Srl

Sede Operativa: Via Cremona, 1 - 20025 Legnano (MI)
Sede Legale: Via G. Previati, 31 - 20149 Milano (MI)
P.IVA 04441490960 R.E.A. 1748606
Capitale Sociale Euro 150.000,00 i.v.

CONTATTI:

Tel +39 0331 926600
Fax +39 0331 926633
info@son-energy.com
www.son-energy.com