

## GENERAL CONDITIONS OF PURCHASE

### 1 General principles

The following conditions of purchase ("**General Conditions**") are the only ones that, together with the special conditions ('**Special Conditions**') contained in the purchase order ("**Order**") and forming an integral part thereof, govern the contractual relationship ("**Agreement**") between \_\_\_\_\_ S.p.A. (hereinafter "**EY**") and the identified supplier of the Order (hereinafter "**Supplier**") for the purchase of products ("**Products**") and/or services ("**Services**"). Any amendment or addition, as well as any condition of sale of the Supplier that may differ in whole or in part from these General Conditions, shall only be valid in the case of specific written acceptance by EY.

In the event of disputes, the provisions of the Special Conditions will prevail over those referred to in these General Conditions.

### 2 Orders and their amendments

2.1 The supply of products or services to EY takes place through the Purchasing Office. The purchase is formally validated by issuance of the Order, which the Supplier receives from the Purchasing Office as confirmation of delivery.

The Purchase Order number must be included on the invoice.

In the case of the supply of Products, the invoice is issued after the delivery and positive approval of the products; the order number will be reported both on the invoice also on the relevant transport document.

2.2 The validity of any verbal agreements, including changes and additions to these General Conditions, requires written confirmation by a representative of EY vested with the necessary powers.

### 3 Delivery of Products / Supply of Services

3.1 Products and services must be in complete compliance with the object and purpose of the supply or contract specified in the Special Conditions, with all legislation from time to time in force and, where brought to the attention of the Supplier, the policies in force within the EY organisation. Except as provided in this regard in the Special Conditions, they must be of a quality comparable to the best products and services of the same type present on the market. Divergent deliveries or supplies are admissible only with the prior written consent of EY. If the Services and/or Products are not in compliance with the specifications laid down in the Special Conditions or are in any way defective, EY may refuse to accept the Services and/or Products in question (or may accept them with reservation or after a price recalculation) and the Supplier shall, at the choice of EY, (i) resupply the Services and/or Products in question, or (ii) repair them under terms indicated by EY at no further cost to the latter, or (iii) refund the price if already paid or issue a credit note for the same amount if still to be paid.

3.2 Unless otherwise agreed, all supply and delivery deadlines are considered to be essential. EY retains the right to refuse any performance beyond the established deadline or in places or to entities other than those indicated by EY. By way of derogation from the provisions of the second paragraph of article 1510 of the Italian Civil Code, the Supplier is not freed from the obligation of delivery by virtue of handing over the goods to the carrier or forwarding agent.

The Supplier shall give immediate notification to the EY purchasing office when it foresees difficulties that might impede its ability to promptly deliver Products

or rapidly provide Services in accordance with contractually agreed quality levels. However, this does not exonerate it from its responsibility resulting from any delay in fulfilment of performance.

- 3.3 If the Supplier is responsible for the installation or operation of a Product, it must be done in a workmanlike manner (including verification of the correct integration and operation of the Product) and, unless otherwise provided for in the Specific Conditions, all related and connected costs will be borne by the Supplier.
- 3.4 In any case the Supplier must, when fulfilling the supply, provide EY with all documentation necessary and appropriate to its normal use (for example instruction and operation manuals, installation and assembly manuals, warranty certificates) or documentation demonstrating that work was carried out, together with the attestations and certifications laid down by current legislation.
- 3.5 Unless otherwise provided for in the Special Conditions, the ownership of the Products will be transferred to EY (together with the relative risk) and the Services shall be considered effected at the time of their formal written acceptance by EY.
- 3.6 EY must be informed immediately if the industrial or intellectual property rights of third parties are necessary for the execution of the order, even if there is only a risk of this.
- 3.7 Unless otherwise provided for in the Special Conditions, the drawings, descriptions, presentations, analyses, studies and, more generally, everything done by the Supplier or by subcontracted third parties, will become the property of EY at the time of their implementation without the latter being obliged to pay any remuneration. In this regard the Parties agree as from now that the Supplier and the third parties will not only not have any right over these works, which will fully become the property of EY, but also that the latter shall not have to pay any amount to the Supplier for said parties, given that the remuneration for their work is already included in the fee paid to the Supplier and third parties for their implementation. Original copies of all the above documents shall be delivered to EY as soon as they have been finalised and completed. Documents made available by EY shall be carefully filed and kept in a safe place. These documents and others, such as models, drawings, drafts etc. produced or obtained in order to execute the order, shall remain the property of EY and shall be returned thereto at the latest upon completion of the purchase order. EY reserves all rights to the documents made available to it, also in the case that it is granted a patent for an invention or registered utility model. Any right of retention by the Supplier is excluded.
- 3.8 The goods produced on the basis of documentation such as drawings, models and the like, arranged by EY or based on confidential information of EY may never be used by the Supplier outside the supply agreement with EY or offered or sold to third parties. EY may use and exploit at its discretion, free from any right or claim of third parties, all the results achieved in the implementation of the Services.
- 3.9 Where the Supplier has been informed of the purpose of the services, it will ensure that they are in compliance with the declared purpose.
- 3.10 Any inspections or approvals of parts of the Service or the payment of the Service shall not, unless otherwise agreed between the Parties, involve acceptance of the Service nor will the inspections and approvals affect the Supplier's obligation to provide warranty for them.

3.11 Unless otherwise agreed between the parties, the Supplier shall be liable for all risks and costs of delivery.

#### **4 Capacity and obligations of the Supplier**

4.1 The Supplier declares and guarantees that it owns (i) the means, resources and expertise to ensure the best quality available for the Services and Products, (ii) the financial and human resources necessary to carry out the supply in a workmanlike manner without the risk of interruptions or delays and (iii) all permits, authorisations, rights and approvals necessary, if appropriate, for the performance of the Services and/or the supply of the Products.

4.2 The Supplier declares that it is adequately insured against all the risks that might arise in relation to the performance of Services and/or the supply of the Products. At the request of EY, the Supplier will produce proof of payment of the premium and validity of the insurance coverage.

4.3 The Supplier also declares that it is fully compliant with regulations in force concerning labour law, social security, pensions and work safety, and that the staff and consultants employed in the supply of Products or in the execution of the Services are entirely extraneous to the professional activity and organisational structure of EY and each of the legal entities that constitute the EY Network . The Supplier also declares its commitment, for the entire duration of its contractual relationship with EY:

(A) to observe and enforce, in the work environment and along the whole chain of supply that may prove necessary in the execution of the Agreement, all the provisions of the law and regulations from time to time in force governing the following requirements of the SA 8000 standard:

- (i) child labour;
- (ii) forced labour;
- (iii) health and safety;
- (iv) freedom of association and the right to collective bargaining;
- (v) discrimination;
- (vi) disciplinary procedures;
- (vii) working hours;
- (viii) remuneration.

(B) to produce, at the mere request of EY and within 15 (fifteen) days from same, documentation proving the complete fulfilment of all the obligations on the part of the Supplier in accordance with article 4 herein, including those referred to in this article. In particular, the Supplier undertakes to provide EY at any time with documentation certifying the payment of contributions and payment of salaries and fees of staff employed in the execution of the services (such as but not limited to: a copy of form DM2013, copy of the DURC form and self-certification of the number of employees indicated in the DM2013);

4.4 The Supplier undertakes to indemnify and hold completely harmless EY (and respective members) with respect to all costs, expenses, damage or losses, including all interest, penalties, fees, legal costs and other professional expenses that it has been ordered to pay or that EY has incurred or paid as a consequence of or in relation to any act, omission, inadequacy, negligence, breach (with particular reference to breach of the declaration referred to in article 4.3 above) or error attributable to the Supplier, its staff, its possible

subsuppliers (even if authorised by EY) or to the staff of the subcontractors in the execution of the Agreement.

- 4.5 The Supplier has sole responsibility for the supervision and direction of its employees, contract workers, persons in charge and subcontractors. The Supplier must ensure that its staff and the staff of any authorised subcontractor comply with all policies, regulations and applicable laws in matters of health, safety and environmental protection in the premises of EY and any other premises staff may or must have access to. In no event may EY be liable for any accident resulting from failure to comply with these policies, regulations and/or laws.
- 4.6 In compliance with the requirements referred to in art. 26, paragraph 1, of Legislative Decree 81/2008 and subsequent amendments, the Supplier undertakes to deliver to EY within five working days from its written request:
- (i) a copy of the Chamber of Commerce registration certificate
  - (ii) self-certification pursuant to art. 47 of Presidential Decree 445/2000 (on a standard form provided by EY)
  - (iii) a copy of a currently valid Unified Insurance Contribution Payments Certificate (DURC)

and undertakes to provide the Products and to execute the Services in accordance with Legislative Decree 81/2008 and subsequent amendments in matters of health and safety in the workplace, and in general and without limitation, under any regional and/or regulatory legislation, also in relation to the specific risks associated with the activities performed by the Client and the characteristics of the places of work of the Property"

The costs of protection from interference should be declared before the start of the supply.

## **5 Administrative liability of companies**

The supplier declares that:

- (i) it is aware of current legislation concerning the administrative liability of companies and in particular that pursuant to Legislative Decree 231/2001;
- (ii) since the entry into force of Legislative Decree 231/2001, none of the offences referred to therein have been committed within its own organisation, nor have there occurred facts or events of any kind that may give rise to the risk of the commission of such offences;
- (iii) it has read and understands the content of the Behavioural Guidelines and the Code of Ethics, [www.ey.com](http://www.ey.com) () drawn up pursuant to Legislative Decree 231/2001 and adopted by the Italian legal entities of the Network;
- (iv) it shall commit, in the execution of its duties, including for its own representatives/employees/contract workers: (i) to the compliance with the principles contained in the documents referred to in the previous paragraph, where applicable to itself; (ii) to the adoption, in the execution of contractual performance relating to the Services, of all appropriate measures to prevent relevant conduct pursuant to Legislative Decree 231/2001; (iii) to the prompt notification to EY of any act, fact or conduct which comes to its knowledge in the execution of the assignment which could give rise to the reasonable belief of the commission of one of the offences falling within the scope of Legislative Decree 231/2001 or provided by rules and regulations in force;

- (v) it has adopted within its corporate structure adequate internal procedures, policies and all necessary precautions for the prevention of the offences covered by Legislative Decree 231/2001 and is willing at EY's request to produce evidence of these internal procedures and policies;
- (vi) it will not commit or will abstain from committing acts that could lead to EY's breach of the standards referred to in Legislative Decree 231/2001 and in Italian legislation;
- (vii) under any circumstances, it will not offer or promise – directly or indirectly – money or any other utility to public officials or those charged with public service or to anyone connected to the public administration in the broadest sense, in order to influence an act or decision related to their office;
- (viii) it is aware that the untruthfulness of the preceding declarations or the breach of the undertakings referred to above or any illegal conduct, relevant to the scope of Legislative Decree 231/2001, enacted by its representatives/employees/contract workers on the occasion of or in any case in connection with the execution of the Services, constitute to all effects serious breach of the provisions of art. 1455 of the Italian Civil Code.

## **6. Price - Invoicing - Payment**

- 6.1 The Price of the Products/Services cannot be changed, except as otherwise agreed by the parties. The Price includes all the performances required of the Supplier for the execution of the Agreement and all costs, charges and disbursements.
- 6.2 The Price of the Products/Services with reference to a given Order or Special Conditions will be invoiced after the processing of the order is complete.
- 6.3 The payment will be made via bank transfer within 90 [ninety] days from the end of the month of issue of the invoice, accompanied by all the documentation required by law.
- 6.4 In the event of delayed payment, EY will be required to pay the Supplier interest on arrears at the statutory rate or that determined under Legislative Decree 231/2002, whichever is lesser.

## **7 Claims for flaws**

- 7.1 Acceptance of the goods and/or services is subject and subordinate to inspection and/or checking by EY order to confirm the absence of flaws and defects, and the completeness and compliance of the supply. EY shall give prompt notification of any flaws from the time of their detection. In this regard, the Supplier waives any challenge regarding delays in the notification of flaws.
- 7.2 The goods and services provided by the Supplier and/or third Parties are guaranteed for flaws and defects and are therefore covered by the flaws warranty provided for by article 1490 of the Italian Civil Code and again by all, without exception, of the warranties provided by Italian law in relation to the specific characteristics of the supply, the contract and the service performed. In this regard the parties acknowledge that, pursuant to article 1495 of the Italian Civil Code, the deadline for EY to report such flaws to the seller is 10 working days after their detection, unless otherwise and more amply provided for by Italian law; in any case the Supplier hereby irrevocably waives any objection to delays by EY when reporting flaws.

- 7.3 In the event of the supply of Products or Services that are defective or do not conform to the requirements of the Special Conditions, EY may, at its sole discretion, request the termination of the Agreement or the remedy of the defect or malfunction, without prejudice to its right to compensation for damages. If the Supplier does not act immediately to remedy the defects or malfunctions when so requested by EY, EY shall be authorised, in urgent cases and particularly to avoid imminent risks or prevent greater damage, to carry out directly, or cause to be carried out by third parties, all suitable corrections of the defect at the Supplier's expense.
- 7.4 The parties agree that, by way of derogation from the third paragraph of article 1495 of the Italian Civil Code, the limitation period for claims for compensation is three years from the completion of the supply in accordance with the provisions of the Special Conditions.
- 7.5 If, as a result of defective delivery of a Product or of the non-compliant execution of a Service, EY incurs costs – in particular, costs for transport, shipping, processing, labour, mounting and dismantling, materials, inspections and checks – these costs will be borne by the supplier.
- 7.6 The Parties agree that if EY disputes a supply for any cause or reason, it may suspend payment until the regularity and the grounds of the dispute have been legally confirmed by a final judgment, which is why the Supplier may not act for the recovery of its credit and no interest of any kind shall be applicable to the amounts unpaid by EY.
- 7.7 EY may offset any amounts that the Supplier demands as damage compensation with those owed for supplies; this applies even if EY's credit is not yet certain, liquid or due.
- 7.8 The eventual payment of a supply shall not in any way prejudice the right of EY to dispute it and to repeat the payment in addition to claiming compensation from the Supplier for any damages suffered, without exception.

## **8 Right of withdrawal and termination**

- 8.1 In addition to the rights of withdrawal and termination as provided for by law or the Special Conditions, EY has the right to terminate the Agreement with immediate effect if:
- the equity/financial conditions of the Supplier are or risk being seriously/substantially deteriorated, thus undermining its supply commitment to EY;
  - the Supplier has become insolvent or is burdened with excessive debt, or interrupts its payments, or files for bankruptcy, a creditors arrangement or debt restructuring involving the Supplier's assets;
  - the Supplier or other companies of the group to which it belongs hires EY to audit its books;
  - the Supplier is in breach of any of the obligations, declarations or commitments referred to in articles 4 and 5 above;
  - the Supplier defaults on its supply obligations;
  - there is a change in the Supplier's ownership structure.
- 8.2 If the Supplier performs the provision only partially, EY has the right to refuse the performance and to terminate the Agreement, if it considers partial fulfilment to be unsatisfactory.

- 8.3 If EY withdraws from or terminates the supply Agreement under the rights of withdrawal and termination referred to in the previous paragraphs, the Supplier is obliged to compensate EY for the related damage.

## **9 Confidentiality and secrecy**

- 9.1 The Supplier shall guard with maximum secrecy all confidential information of EY (recorded, stored or communicated in any way whatsoever) of an economic, technical or commercial nature, concerning, inter alia, EY, the other entities of the EY Network Italy, their customers, their activities or the subject of the Order ("**Confidential Information**"). The confidential Information is the exclusive property of EY and may not be duplicated or used commercially – except for deliveries to EY – without the prior written authorisation of EY. All rights over this information is reserved to EY (including industrial and intellectual property rights). This right to reserve will also apply to information provided by third parties.
- 9.2 The Supplier must not use such Confidential Information for purposes other than the obligations imposed by an Agreement, and/or for personal or third party advantage.
- 9.3 At the request of EY, all Confidential Information (including any existing copies or recordings) and EY assets and data tools used by the Supplier must be immediately returned or demonstrably destroyed.

## **10 GDPR**

Pursuant to and for the purposes of the General Data Protection Regulation [EU 2016/679], the Parties acknowledge and undertake to ensure that their respective personal data relating to the Agreement will be processed, electronically or manually, exclusively for administrative management purposes and for the fulfilment of legal and contractual obligations. Personal data may be disclosed to entitled third parties in relation to this Agreement for the same purposes only. The Parties declare that with regard to personal data they are aware of the right to be informed and to be able to delete, edit, update and oppose the processing of such personal data, and that they enjoy other rights referred to in Chapter III of the said Regulation.

## **11 Sundry**

### **11.1 Replacement**

If one or more of the clauses contained in these General Conditions or in the Special Conditions should be invalid, in full or in part, the remaining clauses shall remain valid. The Parties will in any case negotiate in good faith in order to agree mutually satisfactory terms to replace these provisions and will attempt to ensure that their substance is changed as little as possible.

### **11.2 Tolerance**

The eventual tolerance of one of the parties for the other party's conduct in breach of the provisions of the Agreement shall not in any case constitute a waiver of the rights arising from the breach or of the right to demand the fulfilment of all obligations under the terms and conditions laid down in the Agreement.

### **11.3 Subcontracting**

The Supplier may not subcontract the delivery of the Products or any of the activities that make up the Services without EY's prior written consent, which may not be unreasonably withheld.

11.4 The "EY" mark and the EY logo are registered trademarks of entities of the EY Network. This Agreement does not give the Supplier or any of its collaborators any rights to such marks and any use, in the widest sense of the word, of these marks must be previously authorised by EY. In particular, the Supplier acknowledges and agrees that the cooperation referred to in the Agreement cannot be used by the Supplier as a reference about the Supplier itself and/or its Products or Services; therefore it irrevocably undertakes, in all its interactions with third parties:

- not to describe itself as a "supplier/consultant of EY" and/or of specific legal entities of the EY Network, and
- not to associate its name with the name of EY and/or the logo of EY and/or the names of any legal entities of the EY Network, and
- not to mention EY (or any of the legal entities of the Network EY) as a current or former customer

without the prior written consent of EY.

11.5 Applicable law

These General Conditions and the Agreement of which they are an integral part are governed solely by the laws of the Italian Republic. They are not subject to the Hague Convention relating to the uniform law on the international sale of goods, the United Nations Convention on Contracts for the international sale of goods or other conventions and regulations or other rules of international private law relating to the law applicable to the sale of the goods and/or services.

11.6 Competent court

All disputes arising from or connected to these conditions shall be the exclusive competence of the Court of Milan, with the express exclusion of any competing or alternative court.

Date: \_\_\_\_\_

Signature of Supplier for acceptance

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Pursuant to and for the purposes of article 1341 of the Italian Civil Code, the Supplier specifically approves in writing the following conditions: art. 2 (Orders and their amendments), 3 (Delivery of Products / Supply of Services), 4 (Capacity and obligations of the Supplier), 5 (Administrative liability of companies), 7 (Claims for flaws), 8 (Rights of withdrawal and termination), 9 (Confidentiality and secrecy), 11.3 (Subcontracting), 11.5 (Competent court).

Date: \_\_\_\_\_

Signature of Supplier for acceptance

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