

GENERAL CONDITIONS OF SUPPLY – ECOL STUDIO S.P.A.

Art. 1 – CONCLUSION AND DURATION OF THE CONTRACT AND CANCELLATION TERMS

The contract between Ecol Studio S.p.A. and the client-contractor is concluded as soon as Ecol Studio S.p.A. is made aware of the fact that the client-contractor accepted the proposal-offer submitted by Ecol Studio S.p.A.; to accept Ecol Studio S.p.A.'s proposal, the client-contractor shall sign the financial offer twice in accordance with Articles 1341 and 1342 of the Civil Code; otherwise, the contract shall not be valid. The client, alternatively, can send a purchase order that makes reference to the offer.

In case of continuous-supply agreements with Ecol Studio S.p.A., once the contract is concluded, it is valid for one year (12 months) and, when it expires, it can be automatically renewed according to the conditions agreed with the client.

Both parties can terminate the contract by sending a letter by registered post or by certified e-mail at least 60 days before the contract expiry date.

Art. 2 – CONTENT OF THE CONTRACT

The proposal-offer only includes the performances that are clearly described in it and oral or otherwise concluded agreements (if any) shall not be valid. Any change to the contract shall be valid only if it is signed by Ecol Studio S.p.A. for acceptance. The invalidity of a single clause of the contract shall not make the whole contract invalid or ineffective.

Art. 3 – CLIENT'S OBLIGATIONS

When ordering, the contractor shall specify, in writing, if Ecol Studio S.p.A.'s supply must meet any specific need. If no specification is made, the Contractor discharges Ecol Studio S.p.A. from any liability for omissions attributable to the contractor.

The contractor also undertakes to provide Ecol Studio S.p.A. with all the technical data and analyses related to the performance required as well as the competent staff to join the project team.

Art. 4 – RIGHT OF WITHDRAWAL AND RELATED REMUNERATION

Ecol Studio S.p.A. has the right to withdraw from the contract at any moment by giving a reasonable notice and informing the client in writing. Ecol Studio S.p.A. shall not pay any compensation in this case. The client, too, has the right to withdraw by giving a reasonable notice and informing Ecol Studio S.p.A. in writing. In this case, Ecol Studio S.p.A. shall withhold, as a compensation for the client's withdrawal, 30% of the supply amount in accordance with article 1373, sub-paragraph 3, of the Civil Code.

Art. 5 – PENALTY CLAUSE

The parties hereby agree that the contractor's refusal to receive Ecol Studio S.p.A.'s supply is considered as a serious breach of their obligations; other breaches are described in Article 8 "Breaches by the client and termination of the contract" of this contract.

In this case, the contractor shall pay Ecol Studio S.p.A. the penalty sum set out in Article 1382 of the Civil Code; the sum shall be equal to 50% of the supply amount plus reimbursement of the expenses incurred without prejudice to other damages.

Art. 6 – SOLVE ET REPETE CLAUSE

In accordance with Article 1462 of the Civil Code, the buyer shall not raise objections or complaints about Ecol Studio S.p.A.'s supply with the scope of postponing or avoiding payment: objections and complaints shall be raised after having paid the full amount agreed.

Art. 7 – LIABILITIES

Ecol Studio S.p.A. is not liable to the client for possible administrative and/or criminal penalties imposed by supervisory and enforcement Bodies in case of non-compliances and/or breaches.

Ecol Studio S.p.A. accepts no responsibilities or liabilities whatsoever for accidents to property or persons due to the wrong implementation, by the client, of the instructions provided during consultancy. In accordance with Presidential Decree no. 137/2012, Ecol Studio S.p.A. has taken out an insurance policy by LLOYD'S that provides Civil Liability cover for any damage caused to the Client while pursuing Professional activities. Policy no. CK8N0011979G, ceiling € 1,000,000.00.

Art. 8 – BREACHES BY THE CLIENT AND TERMINATION OF THE CONTRACT

The parties hereby agree that the contract shall be automatically terminated, in accordance with Article 1456 of the Civil Code, if:

- The client does not provide or make available appropriate technical and human resources to Ecol Studio S.p.A., does not provide access to necessary documents or does not allow on-site inspections within the business unit, making it impossible for Ecol Studio S.p.A. to properly carry out the agreed performances;
- Failure to pay all or part of the agreed amount to Ecol Studio S.p.A.;
- Failure to pay the interests referred to in Legislative Decree no. 231/2002 beyond the term agreed upon;
- Client's failure to meet the objective requirements necessary to carry out the activities or comply with contractual obligations.

The above occurrences are considered as a serious breach by the client and Ecol Studio S.p.A. shall have the possibility to terminate the contract and, consequently, interrupt the provision of the service. Compensation may be claimed for the damage caused.

Art. 9 – LEGAL DOMICILE

Ecol Studio S.p.A.'s legal domicile is in Milan, in Via Bronzino 9.

Art. 10 – JURISDICTION

The competent court for any dispute arising out of this contract and order or associated with it (or with its integrations and amendments or application of the guarantee) is the Tribunale di Milano court also in case of claims on guarantees to Ecol Studio S.p.A. when the contractor is involved in a proceeding by a third party.

ECOL STUDIO S.p.A.

ENVIRONMENT
HEALTH AND SAFETY
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CENTRES OF OPERATIONS

Lucca – Milan – Livorno
Via dei Bichi, 293 - 55100 Lucca, Italia
Tel. +39 0583 40011 - Fax +39 0583 400300
info@ecolstudio.com - info@ecolpec.com

REGISTERED OFFICE

Via Bronzino, 9 - 20133 Milano, Italia
Tax, VAT and Reg. no. in Milan Company Register: 01484940463
Cap. Soc. 1.000.000,00 i.v.

Art. 11 – NOTICE REQUIRED BY ARTICLE 13 OF EU REGULATION 2017/679.

In accordance with Art. 13 of the EU Regulation 2016/679 on the processing of personal data, we provide the following information:

✓ **Data controller**

✓ The data controller is Ecol Studio S.p.A. whose registered office is in Via Bronzino, 9 – 20133 (Milan), VAT reg. no. 01484940463 and whose operational facilities are in Via dei Bichi, 293-293B- 55100 (Lucca) (primary site), Via G.Tovani,18/b -55022 Fornoli –Bagni di Lucca – (Lucca) (secondary site) and Palazzo Vellatri, Zona Artigianale San Pietro in Palazzi, 57023 Cecina (Livorno), (secondary site).

✓ **Kinds of personal data processed**

- Personal and business contact information (such as, name, last name, job, company name, address, e-mail address, certified e-mail address, telephone, mobile and fax number).
- Tax information (tax code and VAT registration number).
- Bank details (ex. IBAN) or other information necessary for payment.

✓ **Purposes, legal basis and means of data processing**

Personal data are processed:

- a) to perform the service required;
- b) in relation to pre-contractual and contractual needs and to the consequential compliance with laws, regulations or EU legislation in force.

The legal basis of data processing is the compliance with contractual needs and laws in force.

Data will be processed in writing and/or on magnetic data carriers or electronic devices.

✓ **Nature of data supply and consequences of refusal**

Supplying data is compulsory in order to comply with legal and contractual obligations. Therefore, refusing to provide these data will make it impossible for us to conclude the contract.

✓ **Transfer of data abroad**

The data collected shall not be transferred to third countries or international organisations.

✓ **Data recipients**

Without prejudice to the reporting requirements in compliance with legal obligations, data may be communicated to: credit institutions, debt-collection agencies, credit insurance companies, professionals and consultants only for credit protection purposes and in order to better manage our rights in terms of business relationships. For these purposes, the subjects to which data may be communicated or who may come to know them as people in charge and/or managers are the working personnel. Moreover, the data may be communicated to logistics companies (carriers, freight forwarders, etc.) and companies that carry out IT consultancy activities so as to carry out software and hardware maintenance operations. The data shall not be disseminated.

✓ **Data retention period**

Personal data shall be stored in accordance with the following criteria:

- For the time necessary to perform the services requested by you;
- For the time necessary to achieve the purposes for which they were processed;
- For the time necessary to comply with legal obligations (ex. document keeping).

✓ **Automated decision-making**

The individual has the right not to be subjected to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

✓ **Data subject's rights**

The Regulation gives you specific rights:

- confirmation as to whether or not personal data concerning you exist and, if so, to have access to them (right of access), art. 15;
- rectification of inaccurate personal data or integration of incomplete personal data (right to rectification), art. 16;
- cancellation of the data, if one of the reasons set forth in the Regulation applies (right to be forgotten), article 17;
- restriction of processing when one of the conditions referred to in the Regulation applies (right to restriction), art. 18;
- right to receive the personal data concerning you that you provided to a controller in a structured, commonly-used and machine-readable format and to transmit those data to another controller (right to data portability), art. 20;
- objection to the processing of personal data (right to object), art. 21;
- right not to be subject to a decision based solely on automated processing, including profiling (automated individual decision making), art. 22.

✓ **Exercising your rights**

To exercise the rights associated with personal data processing, please contact the data controller:

- Mr. Paolo Peruzzi, Ecol Studio S.p.A.'s technical director by registered letter sent to the address: Via dei Bichi, 293-55100 (LU), or via e-mail: p.peruzzi@ecolstudio.com.

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