



## GENERAL CONDITIONS OF SALE

Q-LPP-05 APP-07  
Rev 08 of 05/07/2022

### *Free translation of "CONDIZIONI GENERALI DI VENDITA BUREAU VERITAS NEXTA S.r.l."*

The present conditions of the contract ("the General Conditions") shall govern the manner, terms and conditions of all services performed by Bureau Veritas Nexta S.r.l. ("BV NEXTA") and shall take effect in relation to every individual client of BV NEXTA ("the Client"). Except as specifically agreed in writing with each individual Client, all contracts for services entered into between BV NEXTA and the Client shall be governed by the General Conditions - which shall form an integral and substantive part of every offer, proposal, purchase order and confirmation of order for the purchase of services sold by BV NEXTA - and once accepted in writing by the Client, the General Conditions shall apply to each individual contract for the provision of services entered into between BV NEXTA and the Client and shall derogate from and prevail over any general conditions of purchase of the Client.

#### **1. BV NEXTA's SERVICES**

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

#### **2. MANNER OF PERFORMANCE OF SERVICES BY BV NEXTA**

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

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

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

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

2.5 The Client consents to BV NEXTA's subcontracting or entrusting to its third-party auxiliaries all or only a part of the Services, passing to such auxiliaries all information relating to the Client that shall be necessary for the auxiliary to perform the Services.

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

2.7 In carrying out the Services, BV NEXTA shall not replace others appointed by the Client (merely by way of example, designers, architects, engineers, consultants, professional firms, builders, traders, directors of works, artisans, managers or transporters) who independently of BV NEXTA's involvement shall be directly

responsible to the Client for all obligations falling within their competence.

2.8 In compliance with the recommendations of IFIA (the International Federation of Inspection Agencies) BV NEXTA has subscribed to IFIA's Code of Ethics, available for viewing and downloading on Bureau Veritas Group's website ([www.bureauveritas.com](http://www.bureauveritas.com)) and in its actions shall therefore fully observe the same with respect to the aspects of integrity, fighting corruption, correctness in commercial relations, confidentiality, conflict of interests and security, and shall prevent and discipline such conduct that do not conform to such Code of Ethics, BV NEXTA's observance of which shall be subject to audits by IFIA.

#### **3. DOCUMENTS & REPORTS**

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

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

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

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

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

#### **4. THE CLIENT'S UNDERTAKINGS AND RESPONSIBILITIES**

4.1 The Client undertakes (i) to offer BV NEXTA its maximum cooperation and supply BV NEXTA with all necessary information and documents to allow BV NEXTA to carry out diligently, correctly and efficiently the Services; (ii) to ensure that the information, instructions and documents so supplied to BV NEXTA to allow it to carry out the Services are true, reliable, clear and comprehensible; (iii) to ensure that all safety requirements prescribed for the workplaces where the Services are to be performed are observed and the personnel assigned by BV NEXTA to perform the same are informed as to the risks of the workplace and the applicable safety requirements for the workplace, whether in its own premises or those of third parties; (iv) at its own exclusive risk, therefore, to carry out the operations and movements in respect to the plant that may be necessary for the best



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performance of the Services; on the basis that during the period in which BV NEXTA shall perform the Services, the Client will retain responsibility for the management, use and supervision of the plant, equipment and apparatus which are the subject of the Services; (v) not to quote, for advertising or promotional purposes, the steps taken by BV NEXTA without BV NEXTA's prior written agreement nor to use BV NEXTA's trademarks or logos otherwise than in the manner from time to time agreed by BV NEXTA; (vi) to indemnify and hold harmless BV NEXTA against all liabilities, costs, charges or expenses that BV NEXTA may be required to incur towards third parties or in consequence or by reason of the Client's willful or negligent acts or omissions or in the event that the Client should have been in breach of any one of the General Conditions.

4.2 The Client shall inform BV NEXTA in writing of any involvement on its part in proceedings under the rules regarding its responsibilities whenever such proceedings concern or are connected with the Services that BV NEXTA shall perform on its behalf.

### 5. BV NEXTA'S RESPONSIBILITIES

5.1 Except for the case in which BV NEXTA's performance of the Services involves the solution of particularly difficult technical problems, in which case Article 2236 of the Civil Code shall apply, BV NEXTA's responsibilities shall be limited to the extent set out hereunder: save for the cases of willful breach or grave negligence, in respect of which there shall be no limitation of liability, the maximum liability that BV NEXTA shall incur in respect of the Client's claims regarding the performance of the Services and losses arising from breach of contract and non-contractual liability shall be limited to the loss emerging (with the expressed exclusion, therefore, of loss of profit) and in any event shall not exceed in total a sum equal to the greater between the sum of €25,000.00 (twenty five thousand/00) euros and twice the total amount paid by the Client to BV NEXTA for those Services that gave rise to BV NEXTA's liability towards the Client, provided that where the amount of the consideration paid by the Client to BV NEXTA for the Services giving rise to BV NEXTA's liability towards the Client correspond to an indivisible whole, their division for the purpose of calculating the sum due by BV NEXTA to the Client shall be in proportion to the time devoted to the provision of that part of the Services.

5.2 Considering the fact that BV NEXTA shall not be under any direct liability towards the Client's successors, except as mandatorily provided by law, the Client undertakes to indemnify and hold harmless BV NEXTA and its auxiliaries from all claims that may be brought against BV NEXTA and its auxiliaries by third parties in respect to its performance of the Services.

5.3 The Client undertakes to advise BV NEXTA in writing of whatsoever claim concerning the performance of the Services, failing which whatsoever right to indemnity or recovery of damages shall lapse, within 30 (thirty) days from the date on which the matters apt to give rise to BV NEXTA's liability towards the Client occurred, provided that any action by the Client against BV NEXTA in respect to the possible liability of BV NEXTA towards the Client or its successors in respect to performance of the Services shall be deemed finally barred on expiry of 6 (six) months from BV NEXTA's completion of the Services, except as may be specifically prescribed by law.

### 6. FEES

6.1 BV NEXTA reserves the right to review and amend its charges at least annually and, in any case, automatically after the first three years cycle; these charges will be adjusted to take into account the increase in the consumer price index for blue and white collar worker households (FOI), any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.

6.2 Notwithstanding clause 6.1, BV NEXTA will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonably control of BV NEXTA or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then BV NEXTA reserves the right not to commence or continue with the provision of the Services, or any part hereof.

6.3 Unless otherwise agreed from time to time with the Client, the consideration shall be paid to BV NEXTA within 30 (thirty) days from the issue of

the relevant invoice by BV NEXTA, or in the event that it shall not be determinable at that date, at the date of completion of performance of the Services.

6.4 Should the Client omit payment of the consideration due to BV NEXTA at the date when payment is due, and without prejudice to all other rights in favor of BV NEXTA under the applicable laws, (and without prejudice, also, to the Client's obligation to pay default interest on the consideration not paid to BV NEXTA), (i) BV NEXTA shall be entitled to suspend performance of the service, and (ii) the Client may not make use, whether wholly or in part, of any certification, attestation or report produced by BV NEXTA, nor rely on the same until such time as the outstanding consideration is fully paid with default interest on the late payment and all other costs to which BV NEXTA is entitled to payment as a result of the breach or late payment of the consideration by the Client.

6.5 The Client takes note and expressly agrees that the consideration shall be owing to BV NEXTA also in the event that BV NEXTA is unable to give its certification, attestation or report for whatsoever reason connected with the results obtained on completion of performance of the Services for the issue of such certification, attestation or report.

6.6 Should the Client request BV NEXTA to vary the timing of performance of the Services that BV NEXTA shall already have planned and agreed with the Client upon not less than 10 (ten) working days, or advise BV NEXTA on the same day on which the Client was to take some particular action necessary for the performance of the Services that it did not intend to take such action, BV NEXTA shall be entitled in any case to invoice the Client for the entire consideration agreed with the Client for the Services postponed or cancelled and charge the Client the relevant costs it has had to incur.

6.7 In terms of Article 1252 of the Civil Code, the Client expressly agrees that BV NEXTA may, by simple written notice to the Client to that effect, offset whatsoever sum is owed to BV NEXTA by the Client against whatsoever debt is owed by BV NEXTA to the Client, without prejudice to BV NEXTA's exercise of all other rights in its favor under the applicable law.

6.8 The Client takes note and expressly agrees that particular conditions agreed with BV NEXTA may provide that payment in full of the consideration owing to BV NEXTA for the performance of the Services shall be made prior to BV NEXTA's issue of the certification, attestation or report where the same is contemplated on completion of the Services.

6.9 The Client undertakes to comply, on pain of nullity of this Contract, with the mandatory traceability of cash flows referred to in Article 3 of the law 13 August 2010 n. 136 and subsequent amendments and additions.

### 7. FORCE MAJEURE

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

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

### 8. DURATION OF THE CONTRACT AND TERMINATION

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

8.2 Unless otherwise agreed in writing between BV NEXTA and the Client, the Client shall be entitled to terminate the contract with BV NEXTA at any time by written notice to that effect to be sent to BV NEXTA, without prejudice in such case, to the Client's obligation (i) to pay BV NEXTA all of the consideration accrued in favor of BV NEXTA for the performance of Services rendered up to the date when termination by the Client shall take effect, (ii) to reimburse all expenses, costs and charges incurred by BV NEXTA in the performance of Services rendered up to the date when termination by the Client shall take effect; (iii) to pay BV NEXTA an amount by way of indemnity for the advance termination of the contract



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equal to 40% (forty percent) of the total amount of the consideration that the Client would have paid BV NEXTA should it not have exercised its right of termination and BV NEXTA had regularly carried out the contract until its natural expiry, without prejudice, however, to whatsoever right arising in favor of BV NEXTA by virtue of the General Conditions.

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

### 9. FINAL PROVISIONS

9.1 The Client declares to be aware of the current regulations concerning the administrative liability of legal persons resulting from wrongful acts of another regulated by Legislative Decree no. June 8, 2001 No. 231 ("Decreto 231/2001") and the content and principles of the Code of Ethics and the document entitled "Modello Organizzativo", and the document entitled "Norme Fondamentali di Sicurezza" duly processed by BV NEXTA to be consulted available on the website [www.nexta.bureauveritas.it](http://www.nexta.bureauveritas.it) and confirm to BV NEXTA to share fully the essence and the content of such documents. The Client undertakes (i) to comply with everything contained in the Code of Ethics, the Organizational Model and basic safety rules and to ensure that this commitment is also respected by the auxiliaries; (ii) not to engage in (and to ensure that the auxiliaries do not put in place) acts or conduct such as to cause a breach of the Code of Ethics, the Organizational Model and the basic safety rules as well as, more generally, conduct that could result in the commission of, or attempts, of the crimes covered by the Decree No. 231/2001; (iii) to adopt and implement, where necessary, appropriate procedures to prevent such violations; (iv) to assume any liability arising from the breach of principles, standards and regulations contained in the Code of Ethics, the Organizational Model and the basic safety rules, to indemnify and hold harmless BV NEXTA against all liability, expense, cost or loss that BV NEXTA may be required to incur in this regard; (v) to promptly notify to BV NEXTA any violations of the principles, rules and regulations contained in the Code of Ethics in the Organizational Model and the basic safety rules, of which he has knowledge in relation to the Services. In case of breach, even in part, by the Client of the commitments under this Article, without prejudice to BV NEXTA's exercise of all other rights in its favor under the applicable law, BV NEXTA has the right to suspend, any time and without notice, the fulfillment of the Contract established with the Client with all the due consequences and charge the Client all the extra costs and/or arising or resulting costs, without prejudice either to the responsibility of the Client for any harmful incident or damage that may occur as a result of the breach and to the Client's obligation to indemnify and hold harmless BV NEXTA against all claims arising out of or resulting from such breach that may be brought by third parties.

9.2 In reference to the performance of the Services object of the Contract, the Client undertakes to respect and to ensure that any its directors, employees and consultants comply with the applicable laws including (i) the anti-corruption provisions, contained in the Criminal Code Italian and other applicable national laws, including the legislative decree 8 June 2001, n. 231 (ii) the French anti-corruption law (iii) the US Foreign Corrupt Practices Act; (iv) the U.K. Bribery Act 2010, and (v) the international anti-corruption treaties such as the Convention of the Organization for Cooperation and Economic Development on Combating Corruption of Foreign Public Officials in International Business Transactions and the UN Convention against Corruption.

9.3 The Client will not be able to assign either the Contract and/or any receivable arising from it to third parties without previous written agreement of BV NEXTA. BV NEXTA will have the right to assign the Contract to its affiliates as

defined in the articles no 2359 of the Italian Civil Code. The transfer will not involve any variation of the practiced conditions to the Client.

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

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

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

9.7 No failure whatsoever on BV NEXTA's part to invoke any breach on the part of the Client may be interpreted as a waiver of BV NEXTA's right to invoke any further breach of the same or other nature.

9.8 The Client takes notice and expressly accepts that (i) the retention and processing by BV NEXTA of its data is effected for purposes strictly connected with and instrumental to the management and performance of the contract for the purposes of its obligations arising by law, regulations or under European Community rules, and in any case in compliance with the provisions of General Data Protection Regulation (UE) no. 679/2016 ("the GDPR") and with the privacy policy referred to in sections 13 and 14 of the GDPR that the Client may have viewed on the BV NEXTA's website ([www.nexta.bureauveritas.it](http://www.nexta.bureauveritas.it)); (ii) its data may be held separately in BV NEXTA's electronic and other records in accordance with the security measures provided in the GDPR and shall not be divulged to third parties except in such case as may be necessary to comply with legal obligations (detailed information on the Client's rights are available on the website ([www.nexta.bureauveritas.it](http://www.nexta.bureauveritas.it))); (iii) the data controller is Bureau Veritas Nexta S.r.l., with registered office in Rome, Via Mario Bianchini n. 13/15, tax code and registration with the Rome Business Registry no. 02455190344; and (iv) section 15 of the GDPR entitles the Client to exercise specific rights for its own protection.

### 10. EXPRESS TERMINATION CLAUSE

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

- The Client is undergoing insolvency proceedings;
- The Client undertakes unlawful conducts;
- The Client supplies inaccurate or non-conforming information to BV NEXTA for the purposes of the contract conclusion;
- The Client refuses that Accredia perform audit activities, either directly or taking part into the BV NEXTA -conducted audits;
- The Client quote, for advertising or promotional purposes, the steps taken by BV NEXTA without BV BV NEXTA's prior written agreement nor to use BV NEXTA's trademarks or logos otherwise than in the manner from time to time agreed by BV NEXTA



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- The Client assigns to third parties the Contract and/ or any receivable whatsoever arising from it without written consent of BV NEXTA;
- The Client infringes the principles, rules or requirements provided for in the Code of Ethics, in the Organizational Model and in the fundamental safety rules of BV NEXTA.

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

**11. LAW APPLICABLE AND EXCLUSIVE JURISDICTION IN CASE OF DISPUTES**

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

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

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

***By way of acceptance***

Dated .....

The Customer: Stamp and signature \_\_\_\_\_

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code the following clauses are specifically approved: art.2.5 (as regards subcontracts), art.2.6 (as regards BV NEXTA's right to vary the Services), art.3.3 (as regards the Client's right to reproduce reports, certificates and documents issued by BV NEXTA during or on completion of the Services), art.3.4 (as regards limitations on warranties as to the accuracy of the information contained in the reports, certificates and documents issued by BV NEXTA during or on completion of the Services and on BV NEXTA's liability), art.3.5 (concerning the limitation to the right of using reports, certificates and other documents issued by BV NEXTA during or after the performance of services), art.4 (the Client's undertakings and responsibilities), art.5 (BV NEXTA's responsibilities), art.6 (fees), art.7.2 (with respect to the termination of Contract due to Force Majeure), art.8 (duration of the contract, termination), art.9 (final provisions), art.10 (express termination clause) and art.11 (law applicable and exclusive jurisdiction in case of disputes).

***By way of acceptance***

Dated .....

The Customer: Stamp and signature \_\_\_\_\_