HWG Sababa

GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

1. OBJECT AND PURPOSE OF THESE GENERAL CONDITIONS

1.1. These general conditions (hereinafter "**General Conditions**") govern the contractual provisions to be observed by the supplier of products, works, and/or services (hereinafter "**Supplier**"), the recipient of the purchase order received from the issuing company, HWG Sababa S.r.l. with sole shareholder, with registered office at Piazza Tre Torri 2, 20145 – Milano (MI), VAT number 03820790230 (hereinafter "**HWG Sababa**").
1.2. The terms and conditions of these General Conditions apply to each Contract, even if not attached to the Contract itself or specifically referenced therein and shall be deemed accepted by the Supplier even in the absence of a specific signature by the latter, at the time of the conclusion of each Contract.
1.3. Contractual conditions different from these, if issued by the Supplier, shall not be valid unless expressly and specifically accepted in writing by a legally authorized representative of HWG Sababa. It is understood that, in the event that HWG Sababa and the Supplier formalize a specific contract to regulate the supply of said goods, works, and/or services by the Supplier, the conditions set forth within the contract shall be considered prevailing – solely for that specific contract – over the provisions of these General Conditions.
1.4. It is expressly understood between the Parties that, unless otherwise agreed in writing between them, in no case shall the signature of each Contract entail the granting of any exclusive rights in favor of the Supplier, and therefore, HWG Sababa, as the case may be, shall remain fully free to request the Supply of Products and/or Services from third parties.
1.5. For the avoidance of doubt, the Parties expressly and mutually acknowledge that, by signing the Contract, they do not intend to create any association, joint venture, partnership, or similar relationship between the Customer and the Supplier.

2. ORDER OF PREFERENCE. DEFINITIONS.

2.1. "**Audit**": has the meaning set forth in Article 15.
2.2. "**Privacy Code**": Legislative Decree no. 196/2003 and subsequent amendments and additions, also referred to in Article 16 of these General Conditions.
2.3. "**Contract**": legally relevant relationship established between the Parties, as a result of the issuance of the Order by HWG Sababa and its acceptance by the Supplier, in light of the prior acceptance of these General Conditions. It consists, in documentary terms, of the set formed by the General Conditions, Order, and any attachments.
2.4. "**Supplier**": any natural or legal person, any entity (public, private, or third sector, including "non-profit" entities), or group of such persons and/or entities, who, being able to validly enter into commercial or collaborative relationships or partnerships with HWG Sababa, offers on the market, respectively, the implementation of projects, works and/or operations, the production or marketing of goods, the supply of products, or the provision of services.
2.5. "**Supply**": the supply of Products and/or Services subject to the Contract.
2.6. "**Force Majeure**": has the meaning set forth in Article 19.
2.7. "**GDPR**": EU Regulation 2016/679, also referred to in Article 16 of these General Conditions.
2.8. "**Confidential Information**" refers, regardless of whether they have been qualified as confidential or not, to the information, data, know-how or any other information of one of the Parties, including HWG Sababa's Know-How, whether written or oral, of a technical, technological, commercial, or any other nature, including economic and financial information, reports, pricing policies, trade secrets, and technical information related to production processes, as well as any information and records relating to customers, as well as the existence and content of this Contract, of which the other Party becomes aware in connection with the execution of this Contract, whether or not included in Intellectual Property Rights.
2.9. "**HWG Sababa Know-How**" means all information or data relating to or otherwise relating to the Supplier's activity, including, by way of example and not exhaustive - products, services, inventions,

production processes, tests, research, and related results, analyses and analytical methods, current or potential developments of products, services, and production processes, projects, technical drawings, designs, know-how, formulas, programming codes, scripts, software, technologies and related configurations adopted by HWG Sababa, techniques, ideas, methods, procedures, or guidelines, documents, reports, manuscripts, photographs, data, estimates, projections, diagrams, materials incorporating ideas or concepts, algorithms, diagrams, as well as any other commercial information of the Supplier.

2.10. "**Order**", "**Purchase Order**", "**PO**" or "**Purchase Order**": a written document, legally binding and assimilated to a contract, issued by HWG Sababa or by the Supplier, whereby HWG Sababa, as a contractor or buyer, formalizes to the Supplier, who accepts, its intention to proceed with a commercial transaction concerning one or more performances or obligations already defined in all their fundamental elements as a result of previous negotiations successfully concluded between HWG Sababa and the Supplier itself.
2.11. "**Party**", "**Parties**": in the singular, depending on the context, HWG Sababa or the Supplier; in the plural, HWG Sababa and the Supplier.
2.12. "**Product**" or "**Service**": any performance, work, or material activity, immaterial or intellectual service that may constitute the subject of a commercial transaction, as indicated in the purchase order.
2.13. "**Supplier's Contact Person**": has the meaning set forth in Article 19.
2.14. "**SLA**": quality standards indicated in the Contract, when subscribed to by the Parties.
2.15. In case of conflict between the provisions contained in the documents constituting the Contract, the following order of precedence shall apply, in descending order:

a) Particular conditions agreed upon between the Parties and included in the PO;
b) SLA, if agreed upon between the Parties;
c) General Conditions.

3. ORDERS. ACCEPTANCE OF GENERAL CONDITIONS. PARTIAL SUPPLIES AND INVOICING

3.1. HWG Sababa's Orders may reach the Supplier, alternatively or cumulatively, at HWG Sababa's exclusive discretion, by post, email, electronic procurement platforms, fax, or by hand delivery, and must be signed, including electronically, by a legal representative or duly authorized representative. The Supplier shall be bound to accept the form and methods determined from time to time by HWG Sababa.
3.2. The purchase of Services/Products is considered final and binding upon receipt by HWG Sababa, within 5 (five) days from the date of transmission of the Order, of written confirmation of the Order from the Supplier. Acceptance should preferably be indicated by the Supplier directly on HWG Sababa's Order.
3.3. The Supplier's acceptance of the Order constitutes a conclusive contractual act to which these General Purchase Conditions apply. Furthermore, and in any case, by commencing performance of its contractual obligation, the Supplier tacitly accepts HWG Sababa's General Conditions.
3.4. It is understood that HWG Sababa reserves the right to revoke the Purchase Order, providing written and reasoned communication to the Supplier, in case of force majeure or changes in its programs and/or business needs, reimbursing the Supplier only for amounts equal to documented expenses incurred up to the revocation of the Purchase Order.
3.5. Acceptance of the Order by the Supplier does not imply any exclusivity commitment, nor does it grant the Supplier or third parties the right to mention HWG Sababa among their references.
3.6. Partial supplies - and related invoicing - are not permitted, unless otherwise authorized in writing by HWG Sababa.

4. SUPPLIERS' OBLIGATIONS. SUPPLIER'S WARRANTY. WASTE DISPOSAL.

4.1. The Supplier undertakes to:

a) Perform the Services and/or provide the Products specified in the Purchase Order with the utmost diligence and expertise, in line with industry standards, respecting the deadlines indicated in the Purchase Order itself, and to maintain the conditions outlined in the offer for the entire duration of the Contract. If the Supply is found to be not carried out according to the required standard or diligence, HWG Sababa shall notify the Supplier of such circumstances within 30 (thirty) days from the date of discovery, and the Supplier must immediately, at its own expense, take action to rectify the reported non-compliance (without prejudice to HWG Sababa's right to claim damages). If corrective action is no longer technically feasible, HWG Sababa may, at its discretion, eliminate the defects directly or with the assistance of third parties, charging the Supplier for the related expenses;
b) Perform the Supply in full compliance with all applicable laws, regulations, rules, including technical standards and requirements of competent Authorities, in force at the time of its execution, as well as the company procedures, if any, indicated and provided by HWG Sababa, of which the Supplier declares to have read and understood upon entering into the Contract, undertaking to inform its collaborators and/or assistants, including any authorized sub-suppliers expressly authorized in writing by HWG Sababa, as indicated in these General Conditions;
c) Carry out the Supply without interfering with or causing hindrance or interruptions to HWG Sababa's work activities;
d) Obtain all necessary permits and authorizations for the Supply, except for those potentially borne by HWG Sababa in the contractual documentation and those explicitly required by applicable law to be the exclusive responsibility of HWG Sababa, for which the Supplier must provide necessary assistance and/or documentation;
e) Take all precautions and initiatives necessary to prevent harm to persons and property during the Contract execution, bearing the responsibility for any activities required to repair damages caused to HWG Sababa and/or third parties, including those caused by its own personnel or workers engaged in the Contract execution, as well as any authorized assistants and sub-suppliers;
f) Promptly notify HWG Sababa of any changes regarding its corporate structure and corporate bodies, as well as any circumstances that may result in changes to its financial situation;
g) Continue to perform the Supply, even in the event of disputes, and not suspend or delay the performance, except in cases of Force Majeure;
h) Indemnify and hold HWG Sababa harmless from any liability, burden, or legal actions brought by third parties in any way related to the execution of the Contract or arising from the Supply;
i) Provide the Services using facilities, servers, and personnel located in the European Union and, in any case, in compliance with GDPR.

4.2. The above enumeration of the Supplier's obligations and responsibilities for the execution of the Contract is exemplary and not exhaustive, with the Supplier remaining fully responsible for all obligations and responsibilities not indicated but necessary for the correct and complete fulfillment of the contractual obligations.

4.3. The Supplier guarantees that the supplied items will maintain the specified technical characteristics and ensure proper operation. Despite the acceptance of the Supply and the related payment by HWG Sababa, if errors, anomalies, defects, or non-conformities are discovered within 12 months after the acceptance and/or, if missing, payment by the Company for the Supply, the Supplier shall rectify such errors, anomalies, defects, and non-conformities within 5 (five) days at its own expense.

4.4. HWG Sababa reserves the right to verify the progress and proper execution of the performance related to the issued Orders, also through visits and checks, discretely carried out by its staff, if necessary, even at the Supplier's premises, upon written notice of 5 (five) working days.

4.5. The Supplier's credit against HWG Sababa is not transferable to third parties.

4.6. HWG Sababa must notify the Supplier of any defects within 60 days of delivery in the case of apparent defects and within 60 days of discovery in the case of hidden defects. Defects discovered during unpacking are also considered hidden defects. The obligation to report defects within the

specified timeframes is not necessary if the Supplier has acknowledged the existence of the defect or concealed it.
4.7. If a defect in the Product is identified within the warranty period - and is communicated to the Supplier within the aforementioned timeframes - the Supplier must promptly repair or replace it at its own expense; otherwise, HWG Sababa may, at its discretion, eliminate the defects directly or with the assistance of third parties, charging the Supplier for the related expenses. The Supplier's liability for defects in the supplied Product and damages resulting therefrom to HWG Sababa or third parties remains in accordance with applicable national, European Union, and international regulations. During the warranty period, it will be automatically renewed for the same period - for all replaced, repaired, or modified parts - from the date of their reinstatement into operation. It is understood that repairs, replacements, or modifications necessary under the warranty for proper operation will be borne by the Supplier, except for the right to compensation for damages.
4.8. In accordance with Legislative Decree 152/2006 and subsequent amendments and additions, the Supplier undertakes to remove, store, and dispose of waste generated by work activities, assuming full responsibility for their management, indemnifying and holding HWG Sababa harmless from any liability arising therefrom. If required by current regulations or upon specific request, the Supplier must provide HWG Sababa with a copy of the documents proving proper disposal.
4.9. If the Supply includes, for various reasons, the use or possession of one or more assets owned by HWG Sababa, the Supplier is required to ensure their custody with the diligence required for the particular type of asset. Furthermore, it must ensure that: i) these assets are carefully stored and maintained in appropriate conditions to prevent damage and/or deterioration due to exposure to unsuitable climatic conditions or improper use of containers; ii) they are labeled to allow easy and unambiguous identification of their ownership by HWG Sababa.
4.10. HWG Sababa, in its capacity – with respect to its end customers – as a provider of managed security services subject to the application of the "**NIS2 Rules**" (Directive (EU) no. 2555/2022, Legislative Decree no. 138/2024, etc.), must ensure that all supplies of goods and services that may impact the provision of the services it delivers are secure by design and by default.
The Supplier who accesses HWG Sababa's systems, who supplies goods or systems to HWG Sababa, or who generally provides services that may have an impact on the essential service provided by HWG Sababa, must return the required documentation (e.g., assessment) completed and, where requested, signed; must ensure the resilience of the service even in the event of a cyber incident; and may be subject to pre- and post-contractual audits by HWG Sababa, with which it is obliged to cooperate with the utmost diligence and transparency.
The Supplier further undertakes, to the extent applicable to it, to comply with the NIS2 Rules.

5. PRICES, INVOICING, AND PAYMENT METHODS

5.1. The prices agreed upon between the Parties are deemed all-inclusive, fixed, and unchanged for the entire duration of the Supply. Therefore, the provisions of Articles 1467 and 1664 of the Civil Code won't apply.
5.2. Invoices may be issued by the Supplier only after HWG Sababa accepts the Supply. Unless otherwise specified by HWG Sababa, which must be provided in writing, the payment terms shall not be less than 120 days from the invoice date at the end of the month, via bank transfer, and bank charges will not be accepted.
5.3. Invoices must always include the purchase order number specified by HWG Sababa and the name of the internal contact person at HWG Sababa. These invoices must not be issued prior to the delivery date of the Products/Services and - where applicable - must also refer to the delivery note, indicating in the same sequence the Products/Services listed therein.
5.4. Any partial deliveries of Products/Services may be accepted only with the express written consent of HWG Sababa.
5.5. In any case, HWG Sababa shall have the right to reject the Products/Services or invoices in the event of:

a) Non-compliance with these General Conditions, with all expenses and charges borne by the Supplier;
b) Delay (in case of a deadline specified as essential);
c) Non-conformity with the Purchase Order.

6. DELIVERY TERMS AND METHODS.

6.1. HWG Sababa reserves the right to reject Products delivered/Services provided late compared to the agreed deadlines, without the need for further clarification with the Supplier. In the event of foreseeable delays, the Supplier is required to provide timely advance notice. HWG Sababa may arrange for procurement from third parties, canceling the Order or the portion thereof affected by the delay, with further reservation for consequential damages.
6.2. Shipments at the expense of HWG Sababa must be carried out by the Supplier, unless otherwise instructed, at prices and conditions that offer the most economical overall transport rate, previously agreed upon.
6.3. Deliveries to HWG Sababa's premises must be made during their ordinary business hours, with the Supplier responsible for verifying this in advance.
6.4. For shipments requested by HWG Sababa, the Supplier must use authorized and recognized couriers within the national and/or international territory, equipped with adequate insurance for the transported goods, and provide HWG Sababa with copies of the relevant travel documents. In case of special needs/high value of the goods/risks in shipments due to the characteristics of the transported goods, the Supplier undertakes to arrange, upon request from HWG Sababa, the necessary additional insurance. The related cost and terms will be defined and agreed upon between the Parties on a case-by-case basis.
6.5. Unless otherwise stated in the Order, delivery is understood as C.I.P. (Incoterms® 2020) to the place of delivery indicated in the order; all Products will be delivered using appropriate transportation means and marked according to current regulations. However, it is agreed that responsibility and risk related to the loss of the Product shall remain with the Supplier until HWG Sababa has full possession thereof, as confirmed by the signing of the transport document, at HWG Sababa's premises or, alternatively, at different locations agreed upon in writing. With regard to packaging, if excluded from the price, the Supplier is required, upon shipment of the material, to provide precise instructions for its return.
6.6. Transport documents (delivery notes) must indicate the Order number, the identifying code (if assigned), the corresponding description, and quantity of the Product to which they refer. In the case of partial delivery, it must be indicated whether it is a partial delivery on account or at full payment; in the case of replacement of defective Products, the details of the delivery note issued by HWG Sababa must be mentioned.

7. ACCEPTANCE AND TESTING OF THE SUPPLY

7.1. For orders explicitly requiring testing, acceptance of the supply is subject to a favorable outcome of the test. Any testing of the products or works must be carried out with professional diligence and documented in writing.
7.2. In general, HWG Sababa reserves the right to reject the supply of Products/Services due to defects in the object of performance or its execution. In such cases, the delivered items will be replaced at the expense of the Supplier within the terms specified by HWG Sababa. HWG Sababa retains the right to cancel all or part of the supply and to be indemnified for any damages incurred.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

8.1. The Supplier warrants that the products, works, or services, as well as the related documentation provided to HWG Sababa, do not infringe any patent, trademark, software, copyright, or other intellectual or industrial property rights of third parties, both nationally and internationally, and that - to the best of the Supplier's knowledge - no legal action for patent infringement or violation of the aforementioned rights is pending before any jurisdiction and/or Authority; otherwise - as well as in the

event of becoming aware of it at a later time - the Supplier is required to promptly notify HWG Sababa in writing.
8.2. The Supplier will indemnify HWG Sababa from any damage arising from claims by third parties alleging such infringement or violation.
8.3. HWG Sababa shall have the free right to use the documentation relating to Products/Services, to reproduce it, translate it, and modify it in order to incorporate it into its own documentation and provide it to its subsidiaries and/or affiliates, if necessary and/or appropriate.
8.4. HWG Sababa owns the HWG Sababa Know-How. In the event that the subject of the respective orders is produced based on molds, specifications, instructions, technical solutions, know-how, and/or other material communicated or made available by HWG Sababa, the Supplier may not use them for supplies to third parties without written authorization from HWG Sababa. Upon request by HWG Sababa, and - in any case - once the Products/Services subject to the Order have been delivered/provided, the Supplier is obliged to immediately return all documents provided to it, including all copies or reproductions.

9. CONFIDENTIALITY

9.1. Each Party undertakes not to disclose to third parties, even in part, any Confidential Information of the other Party that may be provided to it, acquired and/or shared in connection with the execution or otherwise during the duration of the Contract. Furthermore, the Supplier undertakes not to disclose any data or information that falls within the HWG Sababa Know-How.
9.2. In particular, with regard to such Confidential Information, HWG Sababa and the Supplier mutually undertake to:
a) consider the Confidential Information as strictly confidential and to take all necessary measures, including security measures, to maintain its confidentiality;
b) use the Confidential Information solely for the purpose for which it was transmitted and shared, in accordance with the provisions of the Contract;
c) not to make any statements, communications, or publications that may contain Confidential Information, except as previously agreed upon in writing between the Parties.
9.3. Notwithstanding the foregoing, each Party may disclose Confidential Information to its personnel for whom knowledge of the Confidential Information is necessary for the performance of the Contract, provided that such Party shall bind such personnel to confidentiality obligations substantially equivalent to those set forth in this article. It is understood that each Party shall remain solely responsible for any breaches of the aforementioned obligations by its personnel.
9.4. With the exception of Data to be retained by HWG Sababa, within 10 (ten) days from the termination, for any reason, of the Contract, each Party shall return to the other any Confidential Information, along with any media of any nature, of the other Party in its possession, also permanently and completely removing any and all records or archives containing the Confidential Information from its computer and physical systems.
9.5. The obligations under this article shall remain in force between the Parties for the entire duration of the Contract and even after its termination for any reason whatsoever.

10. INSURANCE POLICIES OF THE SUPPLIER

10.1. The Supplier declares to have in place, with a leading insurance company, an insurance contract for civil liability towards its employees (R.C.O.), third-party liability (R.C.T.) including machinery, equipment, and building structures, with coverage limits in line with the highest market levels in its reference sector and, in any case, not less than 1,000,000.00 (one million/00) euros.
10.2. The Supplier guarantees to be able to provide HWG Sababa with a valid copy of the insurance policy referred to in this article, upon its simple request.
10.3. The Supplier must also ensure the continuation of the above-mentioned insurance contracts for the entire duration of the relationship with HWG Sababa.
10.4. Failure to fulfill the obligations under this article will result in the termination of the Contract pursuant to Article 1456 of the Civil Code.

11. HEALTH AND SAFETY AT WORK. SOCIAL SECURITY AND WELFARE OBLIGATIONS.

11.1. The Supplier undertakes to comply with all sector-specific regulations regarding occupational health and safety (Legislative Decree no. 81/2008), assuming all responsibility for the proper fulfillment of contractual, social security, and insurance obligations concerning its personnel. It also assumes liability for any damages or injuries caused to its personnel during the provision of services. In particular, it is the Supplier's obligation to ensure timely payment of income tax withholdings for its employees and contributions for mandatory social security and insurance coverage for workplace accidents and occupational diseases, subject to HWG Sababa's right to verify the fulfillment of these obligations by requesting relevant documentation (for example, the DURC).

11.2. Therefore, HWG Sababa reserves the right to suspend payment of due compensation until the Supplier provides the aforementioned documentation upon request.

11.3. Consequently, the Supplier undertakes to: a) ensure that its personnel receive regulatory treatment and compensation not less than that established by the contractual provisions applicable to their category; b) provide insurance coverage for workplace accidents and third-party liability for persons or property up to an adequate limit with reputable insurers, as well as for sickness assistance and social security, and comply with all relevant labor laws; c) implement all necessary measures, devices, and provisions to prevent accidents and damage to persons or property; d) strictly adhere to existing regulations regarding environmental protection and waste management.

11.4. There is no employment relationship between HWG Sababa and the employees or collaborators of the Supplier. The Supplier is solely responsible for the qualification, execution, and termination of the relationship between itself and any self-employed or subordinate collaborators appointed by it. The Supplier is the sole party responsible for any wage-related, contributory, or other claims arising from or related to the relationship between itself and any self-employed or subordinate collaborators appointed by it to fulfill the order received from HWG Sababa.

11.5. The Supplier hereby agrees to indemnify and hold HWG Sababa harmless from any claims made against the latter by the aforementioned collaborators or personnel of the Supplier, relating to any nature of claims, qualification, execution, or termination of the relationship between them and the Supplier.

11.6. The Supplier hereby agrees to indemnify and hold HWG Sababa harmless from any damages caused by the Supplier itself to third parties in the performance of activities related to the execution of the order.

11.7. The Supplier undertakes to promptly notify HWG Sababa, within 5 (five) business days of becoming aware, of any disputes and/or claims by its employees or former employees regarding the execution of the Order.

12. SUBCONTRACTORS.

12.1. Subcontracting of the supplies commissioned by HWG Sababa to the Supplier is prohibited, unless previously expressly authorized in writing by HWG Sababa itself. In such cases, at the time of requesting such authorization, the Supplier must specify in the estimate every detail related to the subcontracting.

12.2. The Supplier is jointly liable with the subcontractor for the performance and payment of income tax withholdings on employee income and for the payment of mandatory social security and insurance contributions for workplace accidents and occupational diseases of the subcontractor's employees.

12.3. It is the obligation and responsibility of the Supplier to select the potential subcontractor following a positive assessment of possessing all the requirements related to organizational structures, personnel, skills, and experiences suitable for the sector, in compliance with the regulations and obligations applicable to the activities and services subject to subcontracting.

12.4. In any case, the Supplier remains solely and exclusively responsible towards HWG Sababa, even in relation to subcontracted work. However, HWG Sababa reserves the right to request the

Supplier, for objective and non-unreasonable reasons, to terminate the relationship with a subcontractor at any time, replacing it with another subcontractor approved by HWG Sababa.

13. MODEL 231 AND CODE OF ETHICS OF HWG SABABA.

13.1. HWG Sababa, in order to ensure ethically shared behavior and pursue the respect of the principles of legitimacy, correctness, and transparency in carrying out business activities, has adopted an Organizational, Management, and Control Model suitable for preventing crimes provided for by Legislative Decree no. 231/2001 on the "Discipline of the administrative liability of legal entities, companies, and associations, also without legal personality, pursuant to Article 11 of Law no. 300 of September 29, 2000" (the "**Model**") and has therefore appointed a Supervisory Body with the task of overseeing the effectiveness and application of the Model.

13.2. HWG Sababa has also adopted its own Code of Ethics.

13.3. The Supplier undertakes to: (i) comply with the provisions of Legislative Decree no. 231/2001; (ii) report any breaches, including suspected breaches, of the principles and provisions of the aforementioned decree.

13.4. Failure to comply with the provisions of Legislative Decree no. 231/2001 shall constitute a material breach of the obligations under this Agreement and shall entitle HWG Sababa to terminate the Agreement with immediate effect by means of a written notice, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to compensation for any damages that may be incurred.

14. TERMINATION AND WITHDRAWAL. BREACH.

14.1. Without prejudice to any other remedy granted to HWG Sababa by law, including the right to compensation for damages, HWG Sababa has the right to revoke the Purchase Order, in whole or in part, and to declare the relationship terminated with effect from the date of receipt of the communication sent by HWG Sababa to the Supplier, pursuant to Article 1456 of the Italian Civil Code, in cases where:

a) The Supplier is in breach of the obligations under these General Purchase Conditions, with particular but not exclusive reference to Articles 4, 5, 6, 8, 9, 10, 11, 12, 13, and 18, or the Supplier's conduct may in any way harm the reputation of HWG Sababa or its affiliate, always subject to the right to compensation for damages suffered;

b) The Supplier fails to fulfill its obligations arising from the Purchase Order concerning delivery dates (where essential) and quantities, conformity, confidentiality, or other specific obligations provided for;

c) The Supplier undergoes a substantial change in ownership of its shares or quotas, or undergoes the transfer to third parties of a substantial part of its business (for example, in cases of extraordinary corporate transactions);

d) The Supplier contravenes safety regulations for accident prevention at work and/or HWG Sababa's internal safety regulations.

14.2. In case of total or partial non-compliance by the Supplier in carrying out the provisions of the Purchase Order, HWG Sababa is authorized to suspend payments.

14.3. HWG Sababa may terminate the contract pursuant to Article 1373 of the Italian Civil Code at any time by simple written communication to be sent to the Supplier by registered letter with return receipt or by certified email. In this case, the Supplier shall be entitled to the consideration actually accrued as of the effective date of termination, with any further compensation and/or indemnity being excluded.

15. AUDIT.

15.1. Throughout the duration of the relationship between the Parties and for the 24 (twenty-four) months following its termination, for the purpose of monitoring and ensuring the correct execution of the agreed-upon services, the Supplier guarantees to HWG Sababa, any audit company appointed by it, and any regulatory authority - with written notice of at least 5 (five) working days - the right of

access to its premises, as well as the right to access and directly examine any documentation relating exclusively to the activities and the Order ("**Audit**"), also ensuring cooperation required for the successful completion of the Audit.
15.2. As part of the Audit, HWG Sababa may have access to the commercial documentation (including copies of cost justifications in the statement of accounts) relevant to the Supplier, its affiliates, or any subcontractor involved in the execution of the services related to the Order. To this end, the Supplier undertakes to provide a copy of the documentation requested by HWG Sababa within two weeks of the request (which will be formalized by a specific communication addressed from HWG Sababa to the Supplier) or another deadline established at the beginning of the Audit activities. If such Audit is carried out by audit companies appointed by HWG Sababa, they will only report to HWG Sababa the relevant information to inform it about compliance with what is provided for in the relationship between the Parties.

16. PROCESSING OF PERSONAL DATA.
16.1. Pursuant to EU Regulation 2016/679 ("GDPR") concerning the "protection of natural persons with regard to the processing of personal data and on the free movement of such data," with reference to the processing of personal data relevant for the Contract purposes within the framework of Order execution, the Parties declare to have mutually communicated the information referred to in Articles 13 and 14 of the GDPR concerning the purposes pursued, the legal bases for processing, methods and tools used, as well as the rights and means of exercising them. Each Party undertakes, on its own, the obligation to inform its employees about the processing necessary for compliance with the obligations assumed under the General Conditions and/or the Contract.
16.2. HWG Sababa and the Supplier undertake to process personal data relating to the Order and its execution in compliance with the principles indicated by the GDPR. In particular, such data shall be: a) processed lawfully, fairly, and transparently; b) collected and processed for specified, explicit, and legitimate purposes; c) adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed; d) accurate and, if necessary, kept up to date; e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data are processed; f) processed in a manner that ensures appropriate security.
16.3. Both HWG Sababa and the Supplier undertake to comply with the requirements of the GDPR and to implement appropriate security measures as required by Article 32 of the GDPR.
16.4. With particular reference to any sensitive data processed during the provision of the service, the Supplier undertakes to observe and ensure that its employees comply with the applicable laws regarding the processing of such data and to respect the specific instructions given by the Data Controller in this regard.
16.5. If, in relation to the services provided under the Order, the Supplier is designated by HWG Sababa as the Data Controller under Article 28 of the GDPR, HWG Sababa will proceed with the appointment of the Supplier by means of a specific written act.

17. PENALTIES.
17.1. In case of delay in the execution or delivery of what is indicated in the Order, HWG Sababa reserves the right to apply a penalty equal to 10% (ten percent) of the total amount of the Order, calculated for each day of delay.
17.2. The penalty will not be applied only in the case of delay in the fixed terms due to causes not attributable to the Supplier.

18. FINANCIAL FLOW TRACEABILITY.
18.1. In the event that HWG Sababa falls within the scope of application of Article 3 of Law No. 136/2010 and subsequent amendments, it is understood that:
a) The Supplier assumes the obligations provided therein for the traceability of financial flows, applicable to the services subject to the contractual relationship, including the indication of the C.I.G. (Identification Bidding Code) on the invoice;

b) In the case of subcontracting of part of the activities subject to the Contract, the Supplier ensures compliance with the obligations under the aforementioned regulations also by the subcontractor. The Supplier remains responsible towards HWG Sababa in case of violation by the subcontractor of the obligations provided for by Law No. 136/2010 and subsequent amendments and undertakes to indemnify and/or hold HWG Sababa harmless from any damages arising from non-compliance with the aforementioned obligations;
c) The contractual relationship is terminated in all cases where transactions related to it are carried out in a manner different from that provided for by the aforementioned law for the services subject to the Contract.

19. FORCE MAJEURE.

19.1. In the event of extraordinary and unforeseeable events, due to force majeure causes, which prevent or delay the execution of the Order by the Supplier (such as, by way of example, epidemics, wars, coups d'état, earthquakes, fires, floods, natural disasters), the terms for the performance of the obligations arising from the order shall be extended for the duration of such events and their effects.
19.2. The Party affected by the force majeure event is required to promptly and in writing notify the other Party of the occurrence and cessation of the event itself, taking all appropriate measures to limit its effects.
19.3. If the aforementioned force majeure events should persist for a period exceeding 90 (ninety) days, each of the Parties shall have the right to terminate the agreements and the provisions of the order by simple written communication to the other party to that effect.

20. MODIFICATIONS AND VARIATIONS.

20.1. HWG Sababa reserves the right to request from the Supplier, who cannot refuse, variations to the Order aimed at improving or enhancing the functionality of the services subject to the Contract.
20.2. In this case, the Supplier - within 10 (ten) days from the receipt of the written request from HWG Sababa - shall be required to communicate in writing to HWG Sababa a proposal containing the technical-economic feasibility of the requested modification and/or variation with the indication of the relevant reasons, as well as the indication of terms, timing, and execution methods. The proposal must also include an estimate of any costs to be incurred.
20.3. HWG Sababa may, at its sole discretion, accept or reject such proposal within 10 (ten) days from its receipt.
20.4. Until the receipt of HWG Sababa's decision (which will be communicated in writing), the Supplier must continue to perform the service in accordance with the Contract. If the Supplier's proposal is not accepted by HWG Sababa, the latter will promptly communicate this in writing to the Supplier: in this case, the Contract shall be deemed terminated and the Supplier shall only be entitled to payment for the supply provided until the day of the written communication of non-acceptance by HWG Sababa.
20.5. Variations not formally accepted by HWG Sababa or made without compliance with the above requirements shall not entitle to payments and/or refunds and/or compensation and shall in any case entail the obligation to perform the service in accordance with the Contract.
20.6. No variation or modification to the Contract may be introduced by the Supplier unless previously authorized by HWG Sababa.

21. CONTACTS. CONTACT DETAILS FOR COMMUNICATIONS.

The Supplier shall appoint a single point of contact for dealings with HWG Sababa (the "**Supplier's Contact**"), who shall be responsible for directing, assisting, and coordinating the execution of the Supply by their personnel.
21.2. The designation of the Supplier's Contact, if not directly designated within the Contract, must be communicated to HWG Sababa within 2 (two) days from the Supplier's acceptance of the Order, and such communication must contain the contact details of the Supplier's Contact (telephone and email address).

21.3. Communications (via email or, as required by these General Conditions, registered letter with return receipt or via PEC – registered mail) shall be addressed to:
a) For HWG Sababa:
i. Postal address: Via Enrico Fermi, 15/e – 37135 Verona (VR)
ii. Email: purchase@hwgsababa.com
iii. PEC (registered mail): posta@pec.hwgsrl.it
b) For the Supplier:
i. Postal address:
ii. Email:
iii. PEC (registered mail):
21.4. All communications regarding the Contract shall be made in writing and shall be deemed effectively delivered or notified if delivered by registered letter with return receipt, courier, or PEC (registered mail) to the addresses indicated in the Contract or otherwise agreed in writing between the Parties.
21.5. All communications sent pursuant to this article shall be deemed received by the recipient (i) if sent by courier or registered letter with return receipt, on the date of the signature of the acknowledgment of receipt itself, or (ii) if sent by PEC (registered mail) at the time of its receipt.
21.6. Any change to the domicile or addresses indicated above must be immediately communicated, according to the methods provided for in this article. Until the Parties have notified such changes in the manner outlined above, communications made in accordance with these rules and to the addresses and persons indicated above shall be deemed valid.

22. MISCELLANEOUS.
22.1. If either Party tolerates behavior by the other Party that could constitute a breach of the provisions of the Contract, this shall not constitute a waiver of the rights arising from the violated provisions or the right to demand strict compliance with all the terms and conditions of the Contract itself. Notwithstanding the foregoing, the failure or delayed exercise by a Party of any right, power, or remedy under the Contract shall operate as a limited waiver in that particular instance and shall not prevent the exercise, even partial, by such Party of any other right or remedy under the Contract.
22.2. HWG Sababa and the Supplier declare that any nullity, voidability, or other reason for invalidity of one or more clauses of the General Conditions and/or the Contract shall not entail the total invalidity thereof, provided that HWG Sababa and the Supplier, in good faith and with diligence, promptly - and in any case within 30 (thirty) days from the determination of the nullity, voidability, or other reason for invalidity - replace the affected clauses with others that replicate, as far as possible, the economic and legal effects and are fully valid and binding.
22.3. Any tax or duty arising from or related to the Supply shall be borne by the Supplier.

23. EXCLUSION OF CONSUMER STATUS
23.1. The Parties acknowledge that they have entered into the supply contract in their capacity as professional operators in the sector and, therefore, do not have the status of "consumer" as defined by current European and national legislation.

24. APPLICABLE LAW AND JURISDICTION
24.1. These General Conditions and the related contractual relationship are governed by Italian law.
24.2. Any dispute relating to the validity, interpretation, or execution of the General Conditions and/or the Contract shall be exclusively referred to the jurisdiction of the Milan Court.

25. OBLIGATION TO COMPLY WITH THE ANTI-CORRUPTION POLICY AND CORPORATE REGULATIONS
The SUPPLIER declares to be aware that HWG Sababa S.r.l. has adopted and implements an Anti-Corruption Management System certified under ISO 37001:2016, as amended, and to have reviewed the Anti-Corruption Policy and the Corporate Regulations (such as, by way of example, the Code of

Ethics, Reporting/Whistleblowing Procedures and Anti-Corruption Procedures), the contents of which it declares to have understood.
The SUPPLIER adheres to the principles set out in the Policy and the aforementioned Regulations and undertakes to:
• fully comply with their provisions;
• refrain from any conduct that may constitute a breach of anti-corruption legislation, of the Policy or of applicable corporate procedures;
• ensure that such obligations are made known to and observed by its employees, collaborators, agents and subcontractors who may be involved in the performance of the contract;
• where appropriate, provide such persons with minimum anti-corruption training.
The SUPPLIER also undertakes to cooperate with HWG Sababa S.r.l. to allow verification of the conformity of its conduct, making available the requested documentation and permitting, subject to prior notice, the carrying out of checks or audits, in compliance with data protection and confidentiality legislation.
The SUPPLIER indemnifies and holds HWG Sababa S.r.l. harmless from any liability, sanction, cost or damage — direct or indirect — as well as from legal and procedural expenses, arising from a breach of the Anti-Corruption Policy, the Corporate Regulations or from unlawful conduct by the SUPPLIER itself, its employees, collaborators, agents or subcontractors, to the extent permitted by law.
A breach, even if merely ascertained or reasonably suspected, of the foregoing provisions or of the Anti-Corruption Policy shall constitute a material breach of contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, entitling HWG Sababa S.r.l. to terminate the contract with immediate effect, without prejudice to compensation for any further damage. Termination shall take effect from the date of receipt of the relevant written notice, to be sent by PEC (certified e-mail) or registered mail with return receipt.

26. ANTI-CORRUPTION DUE DILIGENCE ON THE SUPPLIER

In accordance with the requirements of UNI ISO 37001:2016 – Anti-Corruption Management Systems, as amended, HWG Sababa S.r.l. carries out assessments and checks ("Anti-Corruption Due Diligence") on its commercial SUPPLIERS in order to verify the integrity, reputation and professional suitability of the parties with which it enters into contractual or economic relationships. This clause governs the SUPPLIER's cooperation obligations in this area.

The SUPPLIER represents and warrants that:
a) it has not been, and is not currently, involved in judicial or administrative proceedings for acts of corruption, extortion, fraud, money-laundering, accounting fraud or other offences against the public administration or public trust;
b) it is not subject to preventive, interdictory or anti-mafia measures, nor does it have pending charges or convictions for such offences;
c) it is not in a situation of direct or indirect conflict of interest with HWG Sababa S.r.l. or with entities related thereto;
d) it has adequate competence, experience and organizational, financial and professional resources to properly perform its contractual obligations, in accordance with applicable law and the principles of integrity, transparency and fairness;
e) any subcontractors previously authorized, consultants or third parties involved in the performance of the contract likewise possess equivalent integrity requirements.

The SUPPLIER undertakes to:
- fully cooperate with HWG Sababa S.r.l. in the Due-Diligence activities, promptly providing all requested information and documents;
- immediately notify any subsequent changes or circumstances (e.g., initiation of criminal proceedings, material corporate changes, conflicts of interest, changes in ownership, mergers or acquisitions);

- permit, in the case of multi-year or economically significant contracts, the periodic repetition of due diligence checks at a frequency established by HWG Sababa S.r.l.;
- indemnify and hold HWG Sababa S.r.l. harmless from any liability, sanction, cost or damage — direct or indirect — as well as from legal and procedural expenses, arising from a breach of the Anti-Corruption Policy, the Corporate Regulations or from unlawful conduct by the SUPPLIER itself, its employees, collaborators, agents or subcontractors, to the extent permitted by law.

HWG Sababa S.r.l. reserves the right to suspend performance of the contract, in whole or in part, should elements or reasonable suspicions arise of a breach of the Anti-Corruption Policy, of untruthful information provided during due diligence, or of the loss of integrity requirements. In such cases, HWG Sababa S.r.l. may request written clarifications within a period of no less than ten (10) days; failing which, or in the event of adverse findings, the contract may be terminated by operation of law pursuant to Article 1456 of the Italian Civil Code, without prejudice to compensation for any damages. The SUPPLIER acknowledges that compliance with these provisions constitutes an essential condition for the validity and continuation of the contractual relationship and that any (even partial) non-observance thereof shall constitute a material breach of contract pursuant to Article 1456 of the Italian Civil Code.

For HWG Sababa S.r.l. with sole shareholder	**For the Supplier**
The legal representative/ Duly Authorized Representative _____	The legal representative Mr./Ms. _____ _____

Pursuant to articles 1341 and 1342 of the Civil Code, the Supplier specifically accepts the following clauses of these General Conditions: art. 1 (Subject and purpose of these General Conditions); art. 3 (Orders. Acceptance of General Conditions. Partial supplies and invoicing); art. 4 (Supplier's obligations. Supplier's warranty. Waste disposal); art. 5 (Prices, invoicing, and payment terms); art. 6 (Delivery terms and methods); art. 8 (Intellectual and Industrial Property Rights); art. 9 (Confidentiality); art. 12 (Subcontracting); art. 14 (Resolution and termination. Non-performance.); art. 15 (Audit); art. 17 (Penalties); art. 19 (Force majeure); art. 20 (Modifications and variations); art. 22 (Miscellaneous); art. 24 (Applicable law and jurisdiction); art. 25 (Obligation to comply with the anti-corruption policy and corporate regulations); art. 26 (Anti-corruption due diligence on the supplier).

For HWG Sababa S.r.l. with sole shareholder	**For the Supplier**
The legal representative/ Duly Authorized Representative _____	The legal representative Mr./Ms. _____ _____