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	General conditions for the supply of Goods and Services	Rev. 4 dated 29/06/2021

## (ORDER CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES)

- a) Net Service S.p.A. (tax code 04339710370), represented by their *pro tempore* legal representative, having registered offices in Galleria Marconi 2, Bologna (BO), is specialised in the design and implementation of software and requires the goods/services made available by the Supplier.
- b) The general terms and conditions set out hereunder are an essential and integral part of every order made between Net Service S.p.A. and the Supplier.
- c) On the terms and conditions set out below, the Supplier undertakes to sell/provide/procure for Net Service S.p.A. the goods/services described in the offer made in each order, together with all technical documentation that is needed for the relevant use and maintenance.
- d) The goods/services shall have the characteristics listed in the Net Service Offer and Order and shall be provided/supplied within the essential term specified in the relevant Order.
- e) If Net Service requires the delivery of the ordered goods, it shall be made Delivered At Place.
- f) The Supplier undertakes to keep the content of this agreement and all orders made by Net Service strictly private and confidential and to protect the rights of Net Service and of its customers, without prejudice to Net Service seeking compensation for whatever damage it suffers as a result of a breach of this undertaking.
- g) The Supplier acknowledges that Net Service has obtained the ISO 27001 certification aimed at achieving the most efficient management of information security (physical, logical, IT and organisational) and undertakes not to disclose, or make available to third parties, the private and confidential information acquired or managed in relation to the performance or implementation of this agreement unless specifically authorised in writing by Net Service.
- h) If the Supplier carries out activities directly from Net Service premises, it undertakes to comply with all environment and occupational health & safety protection measures, which it acquires via information provided by the Company, and all fire prevention and health protection measures. It furthermore undertakes to comply with all the measures and procedures relating to information quality and security systems to the extent applicable to it, in particular with respect to company policies, which may be accessed on the company website.
- i) As consideration for the services contemplated in this agreement, Net Service undertakes to pay the Supplier the amount specified in the order on the terms and conditions set out therein.
- j) The Supplier is guarantor for the purpose of applicable Civil Law provisions of the goods/services provided pursuant to this agreement and in individual orders and guarantees that the goods/services transferred are suitable for the use agreed with Net Service.
- k) The Supplier undertakes to comply with the principles underlying Net Service's Organisation, Management and Control Model pursuant to Legislative Decree 231/01 as amended (the "231 Model"), which it hereby states it is aware of and accepts insofar as said documents are available at [www.netservice.eu](http://www.netservice.eu). The Supplier may at any time request Net Service for the provision of a hard copy thereof.

The parties agree that the breach, even partial, of the principles provided for by the 231 Model shall constitute a material breach and will entitled Net Service to automatically invalidate this order. In the event of any news, including via the media, from which any such breach may be deduced, pending the relevant investigation, Net Service will be entitled to suspend orders, which will be communicated in writing and said notice shall also specify the news from which such breach may be reasonably deduced.

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The exercise of the right to terminate or suspend an order shall be to the detriment of the Supplier, which shall bear all related costs deriving therefrom, without prejudice to the right of Net Service to seek the compensation of pecuniary and non-pecuniary damage resulting from any such breach and the right to be held harmless and indemnified from and against any third party action or claim relating to or arising out of such a breach.

- l) The Supplier undertakes to indemnify Net Service against all direct and/or indirect damage it suffers or is incurred by a third party in relation to the goods/services provided, without prejudice to mandatory law provisions.
- m) It is agreed that all goods/services that are supplied, upon the completion of every such supply, shall be full owned by and available to Net Service, which may use/exploit them as it sees fit without limitation.
- n) All relationships between the parties are governed by Italian law and any dispute relating to or arising out of the interpretation and/or performance of this agreement or any individual order shall be submitted to the exclusive jurisdiction of the Courts of BOLOGNA.