

*Courtesy translation: in case of discrepancy between the Italian text and the English translation, the Italian version shall prevail*



# General Contract Terms and Conditions

## Supply and installation contracts

*Rev.1\_September 2023*

### Background information

These General Terms and Conditions apply to all types of supply and installation contracts concluded by S.E.A. S.p.A. and its subsidiaries ("SEA" or "Buyer").

Therefore, these Conditions, the Contract and its Annexes form a single document governing the relationship between the Buyer and the Contractor for the execution of the Contract.

Any provisions contained in this document that do not apply in relation to the peculiarities of the contractual obligation are indicated in the individual contract.

SEA operates both as an Awarding Entity, pursuant to and for the purposes of Article 150 of the Code, and as a private entity. Therefore, these Conditions apply in relation to Contracts having as their object the awarding of both contracts related to its core business, referring to the exploitation of the geographical area aimed at making the airports of Milan Linate and Milan Malpensa available to air carriers, and contracts not related to its core business.

The core business Contracts, which bear the Tender Identification Code (in Italian "CIG") assigned to the individual tender procedure by the National Anti-Corruption Authority (in Italian "ANAC"), are subject to the provisions of the Code and are also subject, in the event of duplicate formulations, to the specific clauses marked "bis" in this document, in addition to those containing a reference to the CIG.

In case of non-core business Contracts, all references to the Code in the contractual documentation are for the sole purpose of referencing the content of the provisions referred to.

## Contents

<b>BACKGROUND INFORMATION .....</b>	<b>1</b>
<b>DEFINITIONS .....</b>	<b>5</b>
<b>1. PRICE ADJUSTMENT .....</b>	<b>11</b>
<b>2. PAYMENTS - SALES .....</b>	<b>11</b>
<b>3. TAX REGIME .....</b>	<b>12</b>
<b>4. TRACEABILITY OF CASH FLOWS .....</b>	<b>13</b>
<b>5. DELIVERY TERMS .....</b>	<b>13</b>
<b>6. DELIVERY TIMES - INSPECTION .....</b>	<b>14</b>
<b>7. VARIATIONS .....</b>	<b>14</b>
<b>8. BUYER'S DUTIES .....</b>	<b>15</b>
<b>9. CONTRACTOR'S DUTIES AND OBLIGATIONS .....</b>	<b>16</b>
<b>10. TECHNICAL AND PROFESSIONAL SUITABILITY OF THE CONTRACTOR .....</b>	<b>20</b>
<b>11. WARRANTY .....</b>	<b>20</b>
<b>12. PERSONNEL EMPLOYED IN THE CONTRACT .....</b>	<b>22</b>
<b>13. MINIMUM ENVIRONMENTAL CRITERIA (IN ITALIAN CAM) 23</b>	
<b>14. INSURANCE POLICIES .....</b>	<b>23</b>
<b>15. BOND .....</b>	<b>24</b>
<b>16. SUBCONTRACTING .....</b>	<b>24</b>
<b>16.BIS SUBCONTRACTING .....</b>	<b>26</b>

17.	<b>CONSTRUCTION SITE MANAGEMENT</b>	28
18.	<b>DELIVERABLES - PATENTS - COPYRIGHTS AND OTHER RIGHTS OF USE</b>	28
19.	<b>LIABILITY OF THE CONTRACTOR</b>	29
20.	<b>CONTRACTOR'S REPRESENTATIVE</b>	30
21.	<b>CONTRACT EXECUTION MANAGER</b>	31
21.	<b>BIS CONTRACT EXECUTION MANAGER - EXECUTION PHASE SUPERVISOR</b>	31
22.	<b>EVENTS OF FORCE MAJEURE</b>	31
23.	<b>WITHDRAWAL</b>	32
24.	<b>TERMINATION</b>	32
24.	<b>BIS TERMINATION</b>	33
25.	<b>ENVIRONMENTAL AND ENERGY MANAGEMENT SYSTEM</b>	35
26.	<b>SINGLE RISK ASSESSMENT DOCUMENT</b>	36
27.	<b>AIRPORT REGULATIONS</b>	37
28.	<b>COMPLIANCE WITH AIRPORT REGULATIONS</b>	37
29.	<b>CHANGES IN COMPANY STRUCTURES - TERMINATION OF ACTIVITY</b>	37
30.	<b>LIQUIDATION-BANKRUPTCY-INSOLVENCY PROCEEDINGS</b>	38
30.	<b>BIS LIQUIDATION-BANKRUPTCY-INSOLVENCY PROCEEDINGS</b>	38
31.	<b>COMPLIANCE WITH LEGISLATION CONCERNING LIABILITY OF LEGAL ENTITIES</b>	38
32.	<b>CODE OF ETHICS AND ANTIMAFIA REGULATIONS</b>	39

33.	<b>ANTIMAFIA REGULATIONS .....</b>	<b>40</b>
34.	<b><i>PRIVACY</i> .....</b>	<b>40</b>
35.	<b>CONFIDENTIALITY .....</b>	<b>42</b>
36.	<b>INFORMATION SECURITY - CYBER SECURITY .....</b>	<b>42</b>
37.	<b>CONTRACTUAL DOCUMENTS.....</b>	<b>43</b>
38.	<b>COMMUNICATIONS BETWEEN THE PARTIES .....</b>	<b>43</b>
39.	<b>LAW GOVERNING THE CONTRACT .....</b>	<b>43</b>
40.	<b>DISPUTES .....</b>	<b>43</b>
41.	<b>REFERENCE .....</b>	<b>44</b>
	<b>ANNEX A - ELECTRONIC INVOICING INSTRUCTIONS.....</b>	<b>45</b>
	<b>ANNEX B - PERSONAL DATA PROCESSING POLICY STATEMENT .....</b>	<b>46</b>

## Definitions

The following definitions apply with reference to these General Contract Terms and Conditions, the Contracts and the documents annexed thereto. In this context, the following expressions will have the following meanings.

**Amicable Settlement Agreement:** in core business Contracts, an institution that allows for the out-of-court resolution of disputes that may arise between the Parties during the contract's execution phase following the Contractor's registration of reserves on accounting documents that could alter its amount

**Framework Agreement:** a written agreement for pecuniary interest between the Buyer and the Contractor (the "Parties") governing the performance of the service therein, the purpose of which is to establish the prices and conditions of future Application Contracts, to be awarded during a given period and at the established prices. Unless otherwise agreed between the Parties, a Framework Agreement does not in any way constitute a commitment to purchase on the part of the Buyer, nor does it entitle the Contractor to any guaranteed minimums

**Contractor** (or Supplier): an economic operator, individually or part of a temporary grouping (RTI), consortium or European Economic Interest Grouping (EEIG) or network of enterprises, entrusted with performing the services governed by the Contract, on its own or with the aid of one or more Subcontractors or Minor Subcontractors

**Fixed-price contract:** Contract whose consideration, irrespective of the calculations that have contributed to its composition (prices and quantities), refers to the performance as a whole

**Per-unit contract:** Contract whose consideration, accounted on Work Progress States (in Italian S.A.L.), is determined by applying the unit prices cited in the contract to the quantities of which the service is composed. The amounts due are therefore accrued on the basis of the measurement of services actually rendered

**Supply contract:** Contract for the purchase, lease, rental or hire purchase, with or without an option to buy, of products. A supply contract may include, as an accessory, laying and installation works

**Service contract:** Contract having as its object a service providing a benefit to the Buyer. This includes Design Contracts

**Movement Area:** the part of the airport designated for ground movement of aircrafts, including the manoeuvring and standing areas

**Pooling:** a contract in which one or more auxiliary companies commit to providing the Contractor with technical equipment, human resources, or tools throughout the duration of the Contract

**Minimum Environmental Criteria (in Italian "CAM"):** the environmental requirements set by current legislation and applicable to the various stages of the purchasing process. They aim to identify the best design solution, product or service from an environmental point of view throughout the entire life cycle

**Site:** any place where construction or civil engineering work is carried out, as referred to in Annex X of Legislative Decree 81/08

**Technical Specifications:** a detailed document containing the description, technical-functional characteristics and methods of execution of the service subject of the Contract, as well as the minimum quality threshold

**Code:** Legislative Decree no. 36 of 31 March 2023 (Public Contracts Code and its Annexes), as amended

**SEA Supplier Code of Conduct:** the set of principles and values on which SEA bases its activity and which, therefore, must be adopted and complied with by the Contractor, its Subcontractors and their respective supply chains

**Code of Ethics:** a document adopted by the Buyer that identifies the set of values, principles, and rules of conduct to which it adheres, within the scope of interest herein, in the execution of contractual relationships. The document is available on the official websites of each Buyer

**Inspection:** this is the set of operations carried out by the Buyer to verify the absence of visible, ascertainable defects and to certify that all contractual services have been carried out in a workmanlike manner and in accordance with the pre-established technical prescriptions, as well as in compliance with the applicable regulations. It includes conformity checks on the products supplied. It shall be carried out by the Buyer's appointed technicians, in the presence of the Contractor's Representative, and duly recorded with the issuing of the relevant certificate of correct execution. If it is carried out during the execution of the contractual services, the Inspection may also be carried out at the Contractor's premises and a report will be drawn up

**Buyer:** Società per Azioni Esercizi Aeroportuali - S.E.A. and the group of companies controlled by it, as from time to time indicated in the Contract

**HSE Conditions:** a document governing the obligations of the Contractor and Subcontractors/Minor Subcontractors, in the context of the performance of contractual services, relating to health, safety and the environment. The HSE Conditions are available on the Buyer's institutional website and constitute a contractual annex

**Procurement Contract:** written agreement for pecuniary consideration between the Buyer and the Contractor ("Parties") governing the performance of the service referred to therein. The agreement is functional to the achievement of a result and/or the attainment of an advantage and contains an indication of the agreed consideration, time frame and manner of

performance. All documents annexed to the Contract form an integral part thereof

**Application Contract:** each Contract entered into under a Framework Agreement during the term thereof, in order to require the Contractor to actually perform the services thereunder, in relation to the Buyer's specific requirements

**Design Phase Safety Co-ordinator (in Italian "CSP"):** the person appointed by the Buyer to draw up the Safety and Co-ordination Plan (PSC) and to prepare the Safety Sheet adapted to the work characteristics

**Execution Phase Safety Co-ordinator (in Italian "CSE"):** the person appointed by the Buyer to verify the correct application of the provisions of the PSC by the Contractor

**Additional/interferential safety costs:** analytical, detailed economic quantification by the Buyer of the costs of the specific safety measures/actions to be adopted by the Contractor in order to eliminate/reduce the risks arising from interference caused by the simultaneous presence of several activities in the same area. They are defined in the DUVRI or the PSC

**Timetable:** a document establishing the order and time schedule for the performance of contractual services. The Timetable includes the estimated man-days (or man-hours) required to determine the scope of the contractual services

**Works Supervisor (in Italian "D.L. - Direttore dei Lavori"):** in contracts falling under the scope of Title IV, Legislative Decree No. 81/08, an individual appointed by the Buyer responsible for the technical, accounting, and administrative aspects of the execution of the works, with duties as indicated in Article 1, paragraph 2 of Annex II.14 of the Code

**Contract Execution Manager:** a person appointed by the Buyer with responsibilities defined by current regulations (D.M. n. 49/2018 and subsequent amendments)

**Site Manager:** In contracts falling under the scope of Title IV, Legislative Decree No. 81/08, a formally designated technician responsible for organizing, managing technical aspects, ensuring compliance with labor safety regulations, and overseeing the construction site. This role may coincide with the Contractor's Representative

**Personal Protective Equipment (in Italian "DPI"):** any equipment intended to be worn and used by workers in order to protect themselves against one or more risks likely to threaten their safety or health during the performance of contractual services

**Single Contribution Regularity Document (in Italian "D.U.R.C."):** a certificate attesting to the regular position of a company or economic operator in terms of social security and welfare contributions

**Single Interference Risks Assessment Document (in Italian "DUVRI"):** a document drawn up by the Buyer containing the measures taken to eliminate or, where this is not possible, reduce to a minimum, risks from interference

**Price List:** a document that, in per-unit contracts, contains the prices to be applied for the purpose of valuing the services governed by the Contract economically

**Technical-Professional Suitability:** Contractor's possession of organisational capabilities, as well as the availability of manpower, machinery and equipment, in relation to the services governed by the Contract

**Plant:** the set of equipment and/or its components used for a single purpose (including all auxiliary tools necessary for its operation)

**List of Work and Supply Categories:** a document that, in measurement contracts, contains the prices to be applied for the purpose of valuing the contractual services economically. Unless otherwise specified, these prices are fixed and unchanged for the entire contract duration, including any extension options. In contracts based on unit prices, the indication of items, quantities, and unit prices listed in the List does not have a negotiating effect on the Works subject to the Contract. The unit prices listed there only have relevance for the evaluation of any variant, addition, or subtraction works during the execution of the projects

**Alert level (stock-out):** the minimum quantity of consumables and/or Spare Parts that must always be available at the Buyer's premises in order to ensure the correct use of the goods and to carry out maintenance work. This quantity takes into account the variable consumption rates and supply times. The unavailability of a consumable or spare part at the time when it is needed constitutes a stock-out

**Design Levels:** the two successive phases, with different peculiarities and levels of detail, into which design activity is structured (see Technical and Economic Feasibility Design, Final Design and Executive Design)

**Maintenance:** combination of all technical and administrative actions during the life cycle of an asset, aimed at maintaining or restoring it to a state in which it can perform its intended function

**Corrective (or breakdown) maintenance:** maintenance activities performed following the detection of a fault and aimed at restoring the normal functionality for which the asset is intended

**Evolutionary maintenance:** interventions to modify the asset, aimed at improving its functionality or adapting it to changed operational needs



**Routine maintenance:** repair, renewal and replacement interventions, also provided for in the user manuals, aimed at eliminating the deterioration of the asset, in order to preserve the condition and usability of all its components, keeping it in a valid and safe condition, safeguarding the value of the asset and its functionality

**Predictive maintenance:** preventive maintenance carried out following the identification of one or more parameters that are measured and extrapolated using appropriate mathematical models in order to identify the time remaining before failure

**Preventive maintenance:** interventions, performed at predetermined intervals or in accordance with prescribed criteria, aimed at reducing the probability of failure or degradation of the asset's functioning

**Extraordinary maintenance:** works necessary to repair, renovate and replace parts, including structural parts, of the asset (and its appurtenances), aimed both at remedying the significant deterioration occurred to components, plants and works (due to the loss of structural, technological and plant engineering features), and at improving its performance, including energy and typological efficiency, as well as increasing its value and functionality

**Company safety charges:** charges pertaining to the activity carried out by the Contractor in its capacity as "employer" and due exclusively to the measures for the management of its own risk connected with the activity carried out on behalf of the Buyer and the consequent operational management measures

**Party:** each party to the Contract or Framework Agreement

**Parties:** both parties to the Contract or Framework Agreement

**Personnel:** the resources employed by the Contractor in the performance of the contractual service

**Safety and Coordination Plan (in Italian "PSC"):** a document drawn up by the CSP that contains the measures adopted to eliminate or, where this is not possible, reduce to a minimum the risks of interference within a Construction Site

**Operational Safety Plan (in Italian "POS"):** a document drawn up by the Contractor that contains the preventive and protective measures adopted to eliminate the risks associated with its activities at the Site, also incorporating any procedures required by the PSC

**Technical and Economic Feasibility Study:** it constitutes the first of the two Design Levels, within which the dimensional, typological, functional, and technological characteristics of the activity subject to the contract are identified, along with the framework of needs to be satisfied and the specific

performances to be provided. It consists of an illustrative and comparative report on the reasons for choosing the proposed solution, in terms of the best cost-benefit ratio compared to various possible implementation solutions for the intervention

**Executive Project:** constitutes the second and final Design Level, in which the initiative to be carried out and its expected cost is fully defined in detail, making it possible to identify its form, type, quality, size and price, engineering all the requirements, criteria, constraints, guidelines and indications established in the Final Project

**Technician:** a person identified in plant-engineering companies qualified to carry out installation, transformation, extension and maintenance activities of the systems referred to in Ministerial Decree 37/2008, satisfying the technical and professional requirements set out in Article 4 of said Decree

**Spare Part:** a new or reconditioned basic part used to replace a corresponding worn or defective part and which restores the asset to normal functioning

**Subcontractor:** the economic operator that is a party to the subcontracting agreement

**Subcontract:** written agreement between the Subcontractor and the Contractor by which the latter entrusts the execution of part of the contractual performance

**Minor Subcontractor:** a party to a Minor Subcontract, including Minor Subcontractors

**Minor subcontract:** Contract concluded by the Contractor with third parties for the performance of services that do not qualify as a Subcontract

**Service Level Agreement (S.L.A.):** parameters that identify the service metrics that must be adhered to by the Contractor to deliver the contractual performance at a professional level. Each parameter corresponds to the application of a penalty in case of non-compliance

**White List:** list kept by Prefectures, containing the names of economic operators not subject to mafia infiltration attempts, operating in the sectors most exposed to risk, as identified by Article 1 par. 53 of Law 190/2012

## Cluses

### 1. Price adjustment

In case of non-core business Contracts the applicable provisions are outlined in each Contract.

#### 1.bis Price adjustment

1. In case of core business Contracts article 60 of the Code applies, which involves a price adjustment due to the occurrence of specific objective conditions resulting in a performance variation, whether an increase or decrease, exceeding 5 percent of the total amount, up to 80 percent of the variation, in relation to the services to be performed. For the methods of application of the aforementioned discipline, reference is made to the provisions of the Contract.

2. Different provisions are outlined in the Contract.

### 2. Payments - Sales

1. Invoices, addressed to the Buyer, are issued in XML electronic format and sent via the Interchange System (SDI) operated by the Italian Revenue Agency. The Buyer has registered the e-mail address at which it receives electronic invoices with the reserved area of the Italian Revenue Agency website. Therefore, it is not necessary to provide a Recipient Code and/or certified e-mail of the Buyer.

2. Invoices must bear the number of the Purchase Order and of the Goods Receipt/Performance Acquisition Form, as well as the CIG and the Unique Project Code (in Italian "CUP"), if any, according to the specifications indicated in Annex A-Instructions for electronic invoicing.

3. For operators not resident or established in Italy and for resident operators exempt from the electronic invoicing obligation, the e-mail address for sending invoices in .pdf format is [fornitori.fatturepassive@seamilano.eu](mailto:fornitori.fatturepassive@seamilano.eu)

4. Payment of the amounts due shall be made according to the terms and conditions set out in the Contract, end of month invoice date.

5. Payments will be made by direct bank transfer.

6. The Buyer shall proceed directly to the acquisition of the D.U.R.C. in order to verify the Contractor's contributory regularity, before proceeding to the payment of the invoices. If the D.U.R.C. is found to be irregular, the Buyer will activate the substitute intervention by withholding from the payment the amount corresponding to the non-fulfilment, for the subsequent direct payment to the social security and insurance institutions. If the Contractor does not have any employees, it shall send an e-mail to

[fornitori.anagrafiche@seamilano.eu](mailto:fornitori.anagrafiche@seamilano.eu) with appropriate self-certification pursuant to Articles 46 and 47 of Presidential Decree 445/2000 certifying that it is not subject to the obligation to submit documentation relating to the regularity of contributions, undertaking to update it in the event of any change.

7. In case of core business contracts, the 0.5% withholding tax is applied to the amounts due, as provided for in Article 11 paragraph 5is of the Code. Withholdings progressively withheld will be released on the occasion of the last payment, subject to verification of compliance, where applicable, and acquisition of the D.U.R.C. No interest will be paid on the sums withheld as security.

8. In case of non-core business Contracts, interest at the legal rate in force from time to time shall be paid in the event of late payment.

9. In case of core business Contracts, in the event of delayed payment, the legal interest for late payment shall be paid at the rate set out in Legislative Decree 231/02.

10. Any transfer of the Contract, as well as all total or partial transfer of rights deriving from the same by any title, including those free of charge, is prohibited.

11. All orders of collection not recognised and authorised by SEA are prohibited.

12. The transfer of receivables is prohibited unless otherwise agreed between the Parties.

### 3. Tax regime

1. The consideration set forth in the Contract is subject to the regulations set forth in Presidential Decree 633/1972.

2. The Buyer falls within the scope of the extended VAT split-payment regulation.

3. Therefore, all invoices issued with VAT charged, subject to the exceptions provided for in the legislation, must bear the annotation "*Transaction subject to split payment - Article 17-ter Presidential Decree 633/1972*".

4. If the Contract is entered into with a foreign economic operator established in an EU country, without a permanent establishment in Italy directly involved in the performance of the obligation, the consideration shall be subject to the discipline provided for by Presidential Decree 633/1972 (intra-community reverse charge).

5. If the Contract is entered into with a foreign economic operator based in a non-EU country, without a permanent establishment in Italy directly involved

in the performance of the obligation, the consideration shall be subject to VAT, if provided for by the relevant national value-added tax legislation.

6. With reference to core business Contracts, the Contractor is required, at the time of Contract signing and in proportion to its value, to fulfill the payment of stamp duty in accordance with Article 18, paragraph 10, of the Code.

#### 4. Traceability of cash flows

1. The core business Contract is subject to the fulfilment of the obligations of traceability of cash flows set forth in Article 3 Law 136/2010.

2. The Contractor therefore assumes the obligation of traceability of all cash flows inherent in the performance of the contractual service.

3. In particular, the Contractor shall:

a) carry out, using a dedicated bank account only, all financial activity pertaining to the contractual service, citing the reference CIG (and any CUP cited in the Contract). The identification details of the account must be reported to the Buyer no later than seven days after it is opened, or, in the case of an existing current account, after its first use in financial transactions relating to the Contract, together with the identity and tax code of the persons authorised to operate on it

b) send the aforementioned data by e-mail in .pdf or .tiff format, without subsequently sending them by post, to the address [fornitori.anagrafiche@seamilano.eu](mailto:fornitori.anagrafiche@seamilano.eu)

c) include in Subcontracts and Minor Subcontracts, as defined in Article 119 par. 2 of the Code a clause by virtue of which each contractor assumes the obligations of traceability of cash flows pursuant to Law 136/2010, to prevent their invalidity. To this end, Subcontractors and Minor Sub-subcontractors must notify the Buyer of the identification details of the dedicated current account, in the manner set forth in paragraph a) above

d) make the contracts referred to under c) above available to the Buyer in order to enable it to carry out the required checks.

4. Pursuant to Article 1456 of the Italian Civil Code, the Contract shall be considered terminated, subject only to notification by the Buyer by means of certified e-mail, in the event of failure to use the bank transfer, or other instruments suitable to allow full traceability of the financial transactions.

#### 5. Delivery terms

1. The Contractor shall be responsible for the packaging, loading, transport, unloading, delivery and installation, at the airport site of destination, of the goods to be supplied and installed.

2. The delivery shall take place, delivery duty paid (DDP), at the area and according to the schedule specified in the Contract.

## 6. Delivery times - Inspection

1. The services covered by the Contract shall be performed in accordance with the sequence and timing contractually provided for and regulated, so as to deliver the goods to be supplied and installed fully completed and installed in a workmanlike manner, finished and functional in all their parts and as a whole, within the agreed time limit.

2. If provided for by the nature of the service and regulated in the Contract, what is delivered to the Buyer and installed will be subject to Inspection.

3. The contractual technical documents may provide for the Contractor to carry out Inspections at the Contractor's premises prior to delivery. These Inspections, however, shall not prejudice the results of the final Inspections carried out at the relevant airport in the presence of the Contractor's Representative.

4. If the Inspections have negative results, the Contractor shall replace the defective, faulty and/or unsuitable parts, and shall reperform what has been executed if it does not comply with the contractual prescriptions, within the terms indicated by the Buyer. The time required for replacement or reperformance may not be counted in addition to the time required to perform the contractual services. The Contractor may therefore be required to pay compensation for any damage.

5. Inspection, even if positive, does not exempt the Contractor from legal liability.

## 7. Variations

1. In case of non-core business Contracts, the Buyer reserves the right to make variations in the contractual performances, either upwards or downwards, even beyond the limit of 20%.

2. Variations within the limit of 20% shall be assessed according to the prices and conditions set out in the Contract, without the Contractor having any claim for compensation.

3. Any variations beyond the 20% limit shall be assessed between the Parties and negotiated in good faith, based on the circumstances that led to their emergence.

4. If, during the course of the Contract, the Buyer needs to procure materials/goods necessary for the execution of the contractual services but not included in the economic offer, the Parties shall agree on the relevant prices by means of the signing of special memoranda. The new prices thus

defined will become an integral part of the economic offer attached to the Contract.

## 7.bis Variations

1. In case of core business Contracts modifications and variations are permitted only in the cases provided for in Article 120 of the Code.
2. It is also without prejudice to the right of the Buyer to make variations to the contractual services, either upwards or downwards, even beyond the limit of 20%.
3. Variations within the limit of 20% shall be assessed according to the prices and conditions set out in the Contract, without the Contractor having any claim for compensation.
4. Any variations beyond the 20% limit shall be assessed between the Parties and negotiated in good faith, based on the circumstances that led to their emergence.
5. If, during the course of the Contract, the Buyer needs to procure materials/goods necessary for the execution of the contractual services but not included in the economic offer, the Parties shall agree on the relevant prices by means of the signing of special memoranda. The new prices thus defined will become an integral part of the economic offer attached to the Contract.

## 8. Buyer's duties

The following charges are to be borne by the Buyer:

- a. appointment of the Contract Execution Director
- b. appointment of the Execution Manager, where provided for in the Contract
- c. issue, at the Contractor's expense, of permits for access to airport spaces, where provided for in the Contract in relation to the Contractor's Personnel, Subcontractors and Minor Subcontractors
- d. issue of the "Authorisation to Drive in the Movement Area" (Airport Licence), at the Contractor's expense, if access to the movement area is provided for in the Contract,
- e. the handing over of the areas affected by the installation activity, allowing free access to duly authorised Personnel
- f. the electricity hook-up point
- g. any remuneration for the inspectors appointed by the Buyer

- h. any other charges specified in the Contract, including those related to the performance of the Contract at a Site.

## 9. Contractor's Duties and Obligations

The following charges and obligations are to be borne by the Contractor, which, as already considered, do not give rise to any increase in the contractual amount:

- a. knowledge of the environmental conditions, bearing the possible charges resulting from the occurrence of elements not evaluated at the tender stage
- b. compliance with the special provisions governing activities at the airport in question
- c. employ only suitable personnel, of proven capacity and numerically adequate to the needs and endowed with the necessary professional skills contractually provided for and governed, in addition to the valid certifications where required by the regulations in force
- d. supply brand new products fully compliant with the Technical Specifications and applicable regulations
- e. supply products – where required by the relevant legislation – with an EC declaration affixed by the manufacturer, its authorised representative established within the EU, or the importer, after having independently performed the verifications of conformity with the essential safety requirements
- f. supply products – where required by the relevant legislation – with "IMQ certification"
- g. promptly inform the Buyer in writing of any replacement of goods no longer in production and not available on the market, offering, with the Buyer's consent, others of equal or superior technical characteristics at the same terms, prices and conditions
- h. the financial charges relating to the issuing of access badges by the Buyer. On expiry of the Contract, or in the event of withdrawal or early termination for any reason whatsoever, the Contractor and any Subcontractors must immediately return the badges to the Buyer. Failure to return them will entail the application of the relevant contractual Penalty
- i. the use of vehicles and equipment in a perfect state of technical and safety efficiency (as prescribed by the reference regulations in force), provided with all the conformity documentation and type-approval booklets. In particular, vehicles and equipment operating in the movement area or other operational areas must be maintained according



to an established schedule that includes preventive maintenance. It is also the Contractor's responsibility to constantly update the relevant documentation and to use vehicles and equipment as intended, refraining in any case from using inefficient and/or obsolete vehicles

- j. bear any costs for the use of car parks by its own Personnel and that of any Subcontractors/Minor Subcontractors
- k. the restoration of existing structures following damage caused during the performance of contractual services
- l. in the case of access to security restricted areas with a permanent badge, the financial charges relating to the conduct of the airport security training course provided by the National Security Programme
- m. provide its own Personnel and that of any Subcontractors with an identification badge with photograph, containing the personal details of the worker and the employer, and ensure that the Personnel wear this identification badge in a clearly visible way
- n. any financial charges relating to participation in the airport safety course referred to in the contractual clause "*Airport Safety*" if present in the Contract
- o. obtaining, at its own expense, the "Movement Area Driving Licence", if the Contract provides for vehicle access to the movement area
- p. the costs of equipping its own vehicles/equipment, if the Contract provides for their access to the movement area
- q. charges resulting from restrictions and/or difficulties of various kinds that may result from the simultaneous activity of other Contractors in the same areas of activity
- r. the obligation to gain access through authorised points and to respect the roads that personnel and vehicles must use to reach the areas of activity
- s. compliance with the requirements contained in the D.U.R.C., the PSC or in any other document relating to safety, where annexed to the Contract
- t. scrupulous compliance with all regulations on the protection of the health and safety of workers, assuming all liability, to all intents and purposes, towards Personnel and third parties in general, for any injury that may occur during the performance of contractual activities, as a consequence of non-compliance with the aforementioned regulations. Therefore, the Contractor and any Subcontractors must see to the implementation, under their sole responsibility, of all measures and conditions to avoid accidents, in accordance with the regulations in force. The Buyer shall be released from all liability relating to work safety, which shall be borne exclusively by the Contractor and its Subcontractors, where applicable.

- u. notify the Contract Execution Manager or Works Management Office, where contractually provided for, of all injuries, accidents/near-misses affecting Personnel, and all dangerous situations that may occur during the performance of the Contract. When such events occur, the Contract Execution Director will assess whether to carry out an investigation in accordance with the provisions of the Buyer's Occupational Health and Safety Management System (SGSSL-UNI ISO 45001:2018). The Contractor, in view of the significance of the event, will be obliged to provide the Buyer with any document that the latter deems useful to further or supplement its own analysis of what happened.
- v. indication of the name of the person in charge, i.e. of one or more supervisors, appointed by the Contractor from among its Personnel, responsible for supervising the execution of the specific contractual activities and for ensuring the implementation of the directives received from their employer pursuant to Legislative Decree 81/08, including by verifying the compliance of Personnel with the work safety obligations set out in the contractual documents. The Buyer reserves the right in any case to verify the qualification of the designated supervisors, also by requesting from the Contractor evidence of the qualifying training and work courses pursuant to Legislative Decree 81/08. The Contract may provide for the presence of the supervisor at the place of performance of the contractual services.
- w. depending on the characteristics of the contractual service, the Contract may provide for the obligation to designate a certain number of personnel to be dedicated to supervising the proper fulfilment of health and safety obligations by Personnel
- x. the delivery to the Contract Execution Director, or to the Works Execution Manager, where contractually provided for, of the Employer's Declaration concerning compliance with the regulations for the protection of the safety and health of workers
- y. the application towards the Contractor's Personnel and Subcontractors, of protections equivalent to those provided by the current reference National Collective Labor Agreement, signed in accordance with Article 51 of Legislative Decree 81/15, and its supplementary agreements. The Buyer shall verify compliance with this obligation during the contractual relationship, the breach of which may also be grounds for contract termination
- z. the obligation to provide adequate training/information to Personnel on the risks of noise exposure, as well as the specific risks to which they are exposed in relation to the performance of the activity governed by the Contract
- aa. bear the costs of trips, local transport, travel, board and lodging for staff

- bb. with reference to the "Contractual Conditions on Health, Safety and the Environment", if they are part of the contractual documentation, the obligation to comply with their requirements and to ensure that its own Personnel and that of the Subcontractor comply with them
- cc. with reference to the "SEA Supplier Code of Conduct", the obligation to comply with its provisions, adopting consistent ethical conduct
- dd. with reference to the "Integrity Pact", if it is part of the contract documentation, the obligation to comply with its provisions, enforcing them on the Personnel who are required to adopt consistent ethical behaviours
- ee. with reference to the SGAE, the obligation to provide adequate training/information to Personnel, in particular for the environmental and energy aspects related to compliance, including the use of packaging that complies with the reference legislation in force
- ff. the administrative and economic burdens relating to the handling, transport and disposal of the waste produced (as producer/holder of the waste), providing the Buyer with the documentation regarding the disposal (copy of the "fourth copy" of the identification form prescribed by Article 193 Legislative Decree 152/06)
- gg. the obligation to provide the Contract Execution Manager or Works Management Office, where contractually provided for, with the safety data sheet and subsequent updates of any hazardous preparations that may be used in the performance of the Contract
- hh. report any penalties of debarment involving the suspension of business activities pursuant to Article 14 par. 1 of Legislative Decree 81/2008, also with reference to Subcontractors
- ii. an undertaking to comply with the current regulations on the transport of goods by road. The Contractor and the Subcontractors undertake to prepare and keep transport documents and to present them at roadside inspections or to the Buyer upon request. Any liability of the Buyer, as an accomplice, in the event of breach of the obligation to prepare and retain such documentation during the performance of transport, as well as breach of traffic safety regulations, is therefore excluded. The Buyer shall have the right of recovery for any disbursements related to the breach of the above obligations.
- jj. any other charge, even if not expressly mentioned, however necessary to perform the services under the Contract in a workmanlike manner
- kk. any other charges specified in the Contract, including those related to the performance of the Contract at a Site.

## 10. Technical and professional suitability of the Contractor

1. The Contractor declares that it has the necessary structure, technical and financial means and experience to perform the services in accordance with the terms and conditions of the Contract, with particular reference to the quality of the products and materials used in the Contract.
2. The Contractor also declares that it is in possession of the licences, authorisations, certifications, suitable professional qualifications for itself and its Personnel, any qualifications required by law and by the principles of good engineering and the adequate know-how necessary for the perfect execution of the services governed by the Contract.
3. In any case, the Buyer reserves the right to verify at any time whether the Contractor and the Subcontractors meet the requirements of technical and professional suitability.

## 11. Warranty

1. The Contractor expressly warrants the full usability of the works, acknowledging that it is subject to the liability provided for in Articles 1667 and 1668 of the Italian Civil Code.
2. The Contractor also warrants that the supply and installation will be carried out in a workmanlike manner and that the relevant plant, materials, equipment and all else needed to ensure the perfect execution of the Contract will be provided:
  - a) free from errors and defects in materials, workmanship and choice of components, which must be readily available on the market
  - b) compliant with the specific functional and technical requirements set out in the technical and design documentation attached to the Contract
  - c) compliant with all laws, decrees, regulations and ordinances applicable at the airport in question
  - d) durable and not subject to excessive wear and tear.
3. This warranty is valid for a period of twelve months (or longer period specified in the Contract) from the date of drawing up of the most recent favourable technical and functional Inspection report.
4. During the warranty period, the Contractor shall, at its own care and expense, immediately repair or replace components, assembled parts or devices found to be defective or irregularly installed, without prejudice to the Buyer's right to rescind the Contract, also in derogation from the terms set forth in Article 1495 of the Italian Civil Code. If, during this period, repairs or replacements become necessary, the Contractor undertakes to carry them out

using newly manufactured components, assembled parts or devices. The parts to be replaced are understood delivered duty paid to the airport and installed. Warranty work shall be recorded and a new warranty period of equal duration shall commence at that time, limited to the parts subject to the work.

5. During the warranty period, the Contractor will also be liable for any damage caused to the Buyer and third parties due to the incorrect execution of contractual services, even if not detected or detectable during Inspection, and it will be obliged to carry out the necessary repairs, reperformance or modifications as soon as possible and, in any case, no later than ten days from receipt of the notice sent by the Buyer. Failing this, the Contractor assumes the risks and expenses relating to the work carried out on its behalf by the Buyer. In such a case, the Contractor shall also compensate the Buyer for all damage resulting from the failure to act in good time.

6. In any case, the Buyer, pursuant to Article 1492 of the Italian Civil Code, reserves the right to accept the supply and installation even without the required features/functionality. In that case, the mechanism for reducing the consideration will apply.

7. If provided for in the technical documentation annexed to the Contract, the Contractor undertakes to warrant, for a period of ten years from the date of the favourable Final Inspection Report, the most suitable after-sales service, so as to allow, under all circumstances, the availability, for that period, of all spare parts necessary to guarantee the functionality of what has been supplied and installed.

8. The Contractor shall transfer to the Buyer all warranties received from Subcontractors/Minor Subcontractors in respect of any parts purchased and/or repaired by them.

9. With express reference to software components, in the event that flaws and defects only become apparent after acceptance, the Contractor shall be obliged to cover the resulting disruption through the warranty. The Buyer may, therefore, invoke the warranty for a period of twelve months (or any longer period specified in the Contract) from the successful go-live of what has been delivered and installed, acting, where contractually so provided, in view of new developments. However, in any event, the warranty covers all defects reported by the Buyer within 60 days of their discovery.

10. The warranty shall apply upon events including, but not limited to, the following:

a) non-conformity of installed and configured software components with respect to the outcome obtained during Inspection

b) hidden design flaws that subsequently gave rise to functions that did not meet the needs highlighted during the analysis phase (e.g. the configurations made and the related software implemented do not allow the necessary data

detail to be obtained, functions have non-compliant response times, reports are at an insufficient or excessive level of detail)

c) software anomalies (e.g. interruptions in transactions and procedures, system crashes)

d) anomalies generated by interventions in other areas, even if successfully carried out

e) malfunctions that were not detected either during Inspection or after Go-Live, in terms of non-compliance with the expected contract results.

In this case as well, the Contractor shall make the necessary changes in order to eliminate any non-compliance of installed or modified software with the technical and functional specifications agreed upon with the Buyer. The software revision (or patch) shall be deemed accepted if it no longer has the reported defects and if it successfully passes all the tests provided for in the Acceptance Procedure between the Parties. Such revision (or patch) of the software, aimed at eliminating defects, shall neither introduce new errors and/or defects, nor create additional malfunctions.

## 12. Personnel employed in the Contract

1. Personnel, including that of the Subcontractor, must be directly employed; or be a partner, director, VAT-registered person or project worker, or have a contractual relationship with the same in accordance with the applicable labour legislation. In particular, temporary labour and secondment contracts are allowed.

2. Under no circumstances may the Contractor and the Subcontractor resort, within the entire production chain, to forced labour, child labour, or any other form of illegal exploitation of workers. Respect for and promotion of universally recognised human rights, as affirmed in the UN Universal Declaration of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organisation (ILO), must be safeguarded and protected by the Contractor and the Subcontractor at every stage of their activity. They therefore undertake to base their business organisation on the observance of the principle of non-discrimination by race, colour, religion, age, gender, sex and sexual orientation, language, nationality, background and social status, political opinions, union membership, health condition or disability.

3. The Contractor and the Subcontractor shall ensure that the contractual services are carried out with the utmost punctuality and professional diligence and in accordance with the highest technical standards, and using only Personnel with appropriate levels of qualification and experience.

4. The Contractor and the Subcontractor organise the contractual activities by managing their own resources independently. Personnel shall comply exclusively with the instructions given by them, without any direct legal

relationship being established between the Buyer and the Personnel. The Contractor and the Subcontractor shall be liable to the Buyer and third parties for damage caused by Personnel. The entrusting of the activities that are the subject of the Contract does not entail and indeed excludes the establishment of relationships of employment and/or of secondment of Personnel between the Parties, or direct legal relationships between one Party and the Personnel bound by employment relationships with the other Party. Consequently, in respect of its own Personnel, each Party hereby undertakes to indemnify, hold the other Party harmless and/or compensate it for the costs arising from any possible action, contention, dispute or claim, judicial or extrajudicial, that may be brought by anyone for reasons dependent on or connected to the Contract, including those that may be brought pursuant to Article 1676 of the Italian Civil Code or Article 29 of Legislative Decree No. 276/03, i.e. pursuant to accident prevention and social security legislation.

5. The Contractor and the Subcontractor expressly commit and guarantee to make every reasonable effort to ensure the proper execution of the services defined in the Contract, even in the event of unavailability of some of the Personnel, keeping the agreed compensation unchanged, and in any case, providing advance notice to the Buyer of the additional Personnel who will perform the contractual activities.

### 13. Minimum Environmental Criteria (in Italian CAM)

The Buyer intends to contribute to the achievement of the environmental objectives set out in the Action Plan for Environmental Sustainability of Consumption in the Public Administration Sector, adopted to maximise the spread of Green Public Procurement. With this in mind, the technical documentation of the Contract refers, where relevant, to the applicable CAM adopted by Ministerial Decree, non-compliance with which will result in the application of the contractually agreed penalties.

### 14. Insurance policies

1. If the insurance cover is contractually required in relation to the specific features of the Contract, the Contractor shall do so prior to the signing of the Contract, submitting the texts to the Buyer for prior approval.

2. The policies must be issued by leading insurance companies with a rating standard of 'B++' according to the classification of AM Best Agency or, alternatively, 'BBB+' according to the Standard & Poor's Agency classification or, alternatively, 'BBB+' according to the Fitch Agency classification or, alternatively, 'Baa1' according to the Moody's Agency classification.

3. The Contract details the types of cover required, indicating their scope of operation and limits. The cover, valid on an annual basis, must be renewed from year to year, with the policy limit for each year remaining unchanged.



## 15. Bond

1. If the issue of a bank guarantee is contractually required to secure the due performance of all contractual obligations, the Contractor shall see to it prior to the signing of the Contract, submitting the text to the Buyer for prior approval of the issue.
2. This guarantee shall be enforceable on first demand notwithstanding any objection by the Contractor. Furthermore, the guarantor expressly waives the benefits, rights and exceptions due to it under Articles 1944, 1945 and 1957 of the Italian Civil Code.
3. The Buyer shall be entitled to make use of the bond and to release it in full or in part in its favour for the compensation of damages resulting from the Contractor's breach of contract, including the payment of the amount due for breaches of the rules and regulations of collective agreements, laws and regulations on the protection, safeguarding, insurance, assistance and physical safety of Personnel, without prejudice to further actions if the bond is insufficient.
4. If, during performance, the bond is reduced by virtue of its use, the Contractor shall automatically replenish it; if it is not replenished, it shall be replenished to the original amount with the same amount withheld from the amounts still due to the Contractor. Similarly, if during the term of the Contract, the initial contractual amount is increased, the Contractor shall replenish the bond for amounts equal to or greater than Euro 10,000.00, calculated by applying the percentage of the bond to the increased value. If it is not replenished, it shall be reinstated to the original amount with the same amount deducted from the amounts still due to the Contractor.
5. The bond will be released on the sixtieth day following the contract deadline.

## 16. Subcontracting

1. In case of non-core business Contracts, pursuant to Article 1656 of the Italian Civil Code, the subcontracting of services included in the subject matter of the Contract is only permitted with the prior authorisation of the Buyer and within the percentage limit and with reference to the specific services indicated in the Contract.
2. For the purpose of issuing the authorisation, the Contractor shall submit a special application, together with the documents indicated by the Buyer, via the "Site Management" platform developed by the Buyer. Authorisation is granted within 30 days of the request, which may be extended for justified reasons. Upon expiration of this term, authorisation is then deemed to have been granted. The submission of incomplete documentation does not start the running of the time limit for automatic consent.



3. The period required by the Buyer for the issue of the authorisation cannot under any circumstances be considered as just cause for delay in the execution of the Contract, and for this reason the Contractor shall have no claim against the Buyer.

4. The Contractor is obliged to inform the Buyer of all sub-contracts concluded for the execution of the contractual services, with the names of the sub-contractors, the amount of the contracts, the subject matter of the services entrusted, enclosing the documents requested by the latter. The communication must be submitted via the *Site Management* platform.

5. The Contractor and its Subcontractors shall be jointly and severally liable to the Buyer for the perfect fulfilment of the commitments undertaken by the Subcontractors in relation to the services governed by the Subcontract. In any case, the Contractor remains solely responsible to the Buyer for the perfect fulfilment of the commitments of third-party suppliers in general. The Contractor shall also be jointly and severally liable with the Subcontractors for the fulfilment by the latter of the safety obligations provided for by the laws in force, as well as for the payment of social security and insurance contributions and withholding taxes in favour of the Personnel.

6. The Buyer shall in any case not be a party to the relations between the Contractor and its Subcontractors.

7. Orders given by the Contractor to other companies for the procurement of materials are not considered Subcontracts, but the Contractor shall still remain liable for such services to the Buyer.

8. If, during the execution phase, the Buyer determines that one of the prerequisites for Subcontract authorisation is no longer fulfilled, the Contractor shall be warned to put an end to the irregularities detected within a term to be specified, to prevent Subcontract authorisation being revoked. Under no circumstances shall the Contractor be entitled to assert claims against the Buyer on any grounds whatsoever.

9. To process contractual payments, including the final balance if applicable, the Buyer acquires the D.U.R.C. related to the Subcontractors. If the D.U.R.C. is found to be irregular, the Buyer will activate the substitute intervention by withholding from the payment the amount corresponding to the non-fulfilment, for the subsequent direct payment to the social security and insurance institutions.

10. The Contractor shall be obliged to transmit, within 20 days of the date of each payment made to it, copies of receipted invoices for payments made to its Subcontractors. Otherwise, the Buyer shall suspend the next payment.

11. The Buyer reserves the right to take the appropriate measures (withdrawal of access permits and/or suspension of payments) against the Contractor in the event of violation of the safety provisions of the Legislative Decree 81/08.

12. The performance of subcontracted services may not be subject to further Subcontracting.

13. Access to customs airport areas by the Subcontractor's Personnel and operating vehicles shall take place in the manner provided for in previous Article 9.

## 16.bis Subcontracting

1. In case of core business Contracts pursuant to Article 119 of the Code, the subcontracting of services included in the subject matter of the Contract is only allowed with the Buyer's prior authorisation and within the percentage limit and with reference to the specific services specified in the Contract.

2. For the purpose of issuing the authorisation, the Contractor shall submit a special application, together with the documents indicated by the Buyer, via the "Site Management" platform developed by the Buyer. Authorisation is granted within 30 days of the request, which may be extended for justified reasons. The submission of incomplete documentation does not start the running of the time limit for automatic consent pursuant to Article 119, par. 16, of the Code.

3. The period required by the Buyer for the issue of the authorisation cannot under any circumstances be considered as just cause for delay in the execution of the Contract, and for this reason the Contractor shall have no claim against the Buyer.

4. The Contractor is obliged to inform the Buyer of all sub-contracts concluded for the execution of the contractual services, with the names of the Subcontractors, the amount of the contracts, the subject matter of the services entrusted, enclosing the documents requested by the latter. The communication must be submitted via the *Site Management* platform.

5. The Contractor and its Subcontractors shall be jointly and severally liable to the Buyer for the perfect fulfilment of the commitments undertaken by the Subcontractors in relation to the services governed by the Subcontract. In any case, the Contractor remains solely responsible to the Buyer for the perfect fulfilment of the commitments of third-party suppliers in general.

6. The Buyer shall verify the effective application of the requirements of Article 105 par. 14 of the Code. The Contractor shall be jointly and severally liable with the Subcontractors for the fulfilment by the latter of the safety obligations provided for by the laws in force, as well as for the payment of social security and insurance contributions and withholding taxes in favour of the parties employed in the performance of the Contract.

7. The Buyer shall in any case not be a party to the relations between the Contractor and its Subcontractors.

8. Orders given by the Contractor to other companies for the procurement of materials are not considered Subcontracts, but the Contractor shall still remain liable for such services to the Buyer.

9. If, during the execution phase, the Buyer determines that one of the prerequisites for Subcontract authorisation is no longer fulfilled, the Contractor shall be warned to put an end to the irregularities detected within a term to be specified, to prevent Subcontract authorisation being revoked. Under no circumstances shall the Contractor be entitled to assert claims against the Buyer on any grounds whatsoever.

10. As a rule, the Buyer does not pay the Subcontractor directly, except in the cases referred to in Article 119, par. 11. The Contractor shall be obliged to transmit, within 20 days of the date of each payment made to it, copies of receipted invoices for payments made by the Contractor to its Subcontractors. Otherwise, the Buyer shall suspend the next payment.

11. Pursuant to Article 119 par. 7 of the Code, the Buyer shall acquire the D.U.R.C. relating to Subcontractors for the purpose of payment for the contractual services, including the final balance payment, if any. If a negative D.U.R.C. is obtained for the Subcontractor, the provisions of Article 119 par. 8 and 11 par. 6 of the Code apply.

12. The Buyer reserves the right to take the appropriate measures (withdrawal of access permits and/or suspension of payments) against the Contractor in the event of violation of the safety provisions of the Legislative Decree 81/08.

13. The execution of the contractual activities entrusted in subcontracting may be subject to further Subcontracting (so-called 'cascading subcontracting'), till the first subsequent level only. Other limitations can be stipulated in the Contract, due to the nature and complexity of the contractual activities themselves. In any case, it is understood that this type of subcontracting is allowed only with the prior authorization of the Client, granted following an assessment by the second-level subcontractor of compliance with the regulatory requirements.

14. Access to customs airport areas by the Subcontractor's Personnel and operating vehicles shall take place in the manner provided for in previous Article 9.

15. In the event of the Contractor's recourse to the Pooling mechanism, Article 104 par. 3 of the Code shall apply.

16. Authorization for Subcontracting related to activities listed in Article 1, paragraph 53 of Law 190/12 as amended, cannot be granted without prior verification of the Subcontractor's registration on the White List established at the territorially competent Prefecture.

## 17. Construction site management

1. The Contractor is obliged to use the "Construction Site Management" platform created and developed by the Buyer, in compliance with the applicable legislation, airport regulations and its own corporate best practices, for the operational management of works, service and supply contracts. This system provides excellent support in the management of the contract and the interactions between Buyer and Contractor, ensures the traceability of processes (e.g. Subcontract request, Subcontract communication, accident management, safety management, waste management, transmission of Contract documentation, etc.) and security in the processing of data and information.

2. For this purpose, the Contractor shall access the system by connecting to the web address

<https://seamilano.onbaseonline.com/SEAMilano/1700EAC/Account/Login.aspx> to request the issue of access credentials.

3. It is the Buyer's responsibility to issue these credentials and to provide adequate support and training on how to use the platform. Access credentials shall be issued only to the Contractor, who shall be solely responsible for their correct use and for the uploading, as owner, of his own information and that of any Subcontracts.

## 18. Deliverables - Patents - Copyrights and other rights of use

1. The term "Deliverable" means, but is not limited to, any report, document, template, study, strategy, service model, technical architecture, design, computer product, software, specification, documentation abstract and summary and any other product and material developed specifically for the Buyer and supplied by the Contractor (individually by the Contractor or jointly by the Contractor and the Buyer or by the Contractor and third parties) in the course of the performance of the services governed by the Contract, as identified in detail in these Conditions, in the Contract and in the annexes thereto.

2. From the moment of acceptance of a Deliverable by the Buyer, the Buyer becomes the sole owner and proprietor of the relevant economic utilisation rights, as well as of the documentation supporting the project. If the Deliverable implies works owned by third parties, it is agreed that the Buyer and its subsidiaries and/or affiliated companies must be transferred and/or given appropriate evidence of all documents relating to the rights and faculties granted to the Contractor by such third-party owner and must in any case be granted the licence for the works owned by third parties for an unlimited period of time. The Contractor undertakes to indemnify the Buyer and its subsidiaries against any detrimental consequences arising from any legal

action brought or threatened by third parties, if such action is based on the claim that what is made or sold (i) infringes a valid copyright, (ii) infringes a patent, or (iii) constitutes misappropriation of a commercial or industrial secret. In such a case, the Contractor shall reimburse the Buyer for any damage or expenses, including legal fees and expenses, that the latter may have incurred as a result of the orders issued by the competent judge or arbitrator or by virtue of settlements relating to the aforementioned claims. The Contractor shall be free to use within the scope of its ordinary and further business activity, including where carried out on behalf of third parties, its general competence, knowledge and experience, as well as any ideas, concepts, know-how and techniques that have been used or developed in the course of the performance of the activities governed by the Contract, even where included in the Deliverables.

3. Any patent, copyright, or other right owned by the Contractor, or of which the Contractor is a licensee, relating to software or other tools used in connection with the performance of the Contract (technology, skills, know-how and information relating to the efficient use thereof), is and shall continue to be the property of the Contractor, or in the Contractor's exclusive use. The Buyer therefore undertakes to respect these rights and not to disclose information concerning their content. All patents, copyrights, or other rights owned by or licensed to the Buyer (concerning technology, skills, know-how and information regarding the efficient use thereof), are and shall remain the property of the Buyer, or in the exclusive use of the Buyer, and the Contractor therefore undertakes to respect these rights and not to disclose any information pertaining to their content.

## 19. Liability of the Contractor

1. The Contractor is independently responsible for the correct execution of the contractual activities in compliance with the current regulatory provisions. The Contractor is also liable for any damage that may be caused to the Principal and/or any third party due to omissions, negligence, or other breaches related to the execution of the contractual services attributable to the Contractor, even if performed by third parties. Furthermore, the Contractor commits to indemnifying the Buyer from any future compensation claims that may be made by third parties in connection with the Contract.

2. In line with the obligation mentioned in the previous clause, the Buyer reserves the right to include in the Contract under the article "Insurance Policies" the requirement for the Contractor to take out appropriate insurance policies under the conditions and with the coverage limits specified therein.

3. Should the Contractor fail to prove at any time during the execution of the Contract the full validity of the insurance coverage as per clause 2 above, the Contractor must immediately rectify such deficiency. This is without prejudice to the Buyer's right to claim compensation for any damage suffered in the event of Contract termination.

4. If the insurance coverage is limited due to the non-payment of the premium, pursuant to Article 1901 of the Civil Code, the Buyer reserves the right to make the payment directly within a period of 60 days from the Contractor's non-payment. The Buyer retains the option to seize any contractually provided security deposit or to deduct the corresponding amount from the first useful payment.

5. In any case, the Contractor retains full liability for damages, whether covered or not covered and/or exceeding the coverage limits of the insurance policies mentioned in clause 2 above.

## 20. Contractor's Representative

1. The Contractor shall be represented to all effects in its relations with the Buyer by one of its appointees identified in the Contract, who, subject to approval, also following any investigations prescribed by current legislation on the fight against mafia crime, shall be vested with all powers to bind the Contractor. This representative shall also be in charge of, to the extent of his competence, the responsibilities of the Contractor and, in particular, compliance with the scheduling of contractual services, their execution, verification and accounting.

2. The Representative, who must have adequate knowledge of the Italian language, is in charge of the organisation of the contractual services and represents the Contractor in relations with Buyer with regard to all aspects and problems of a contractual and managerial nature.

3. The Representative is in particular responsible for:

- the organisation of the Contract
- the quality of contractual services
- the planning and management of the personnel assigned to the execution of the Contract
- the adoption of all measures necessary for the perfect execution of the Contract and, above all, compliance with the prescribed quality standards
- the efficiency of the procurement of materials and equipment necessary for the execution of the Contract
- supervision of the Contract in the manner provided for in the Technical Specifications.

If provided for in the Technical Specifications, the aforementioned Representative must be provided with a suitable mobile telephone for availability.

4. The Buyer is entitled to demand the replacement of the Representative or Personnel in the event of proven negligence or indiscipline. The Contractor shall promptly comply with such request.

## 21. Contract Execution Manager

1. In case of non-core business Contracts, the "Contract Execution Manager", designated by the Buyer, or his delegate, shall be responsible for the fullest possible control over the correct execution of the Contract, by verifying the conformity of the services rendered, in relation to the contractually defined objectives and technical, economic and qualitative characteristics.

2. He is responsible for any updates of the specific risks existing in the areas concerned by the activity governed by the Contract.

3. His tasks include, but are not limited to: taking care of relations with the Contractor on behalf of the Buyer, approving each action plan, document, report and final statement, verifying the correct execution of the contractual performances and their conformity, applying the Penalties, and approving any variations to be made to fulfilment.

## 21.bis Contract Execution Manager - Execution Phase Supervisor

1. In case of core business Contracts, the "Contract Execution Director", as defined and governed by Ministerial Decree no. 49/2018, and the Execution Phase Supervisor, designated by the Buyer, or their delegates, shall be responsible for the broadest oversight of the correct execution of the Contract, by verifying the conformity of the services rendered, in relation to the contractually defined objectives and technical, economic and qualitative characteristics.

2. He is responsible for any updates of the specific risks existing in the areas concerned by the activity governed by the Contract.

3. His tasks include, but are not limited to: taking care of relations with the Contractor on behalf of the Buyer, approving each action plan, document, report and final statement, verifying the correct execution of the contractual performances and their conformity, applying the Penalties, and approving any variations to be made to fulfilment and, where applicable, to ensure compliance with any requirements imposed by ANAC.

## 22. Events of force majeure

1. The performance of each Party's obligations may be suspended for so long as that Party is prevented from performing such obligations by the occurrence of events of an extraordinary nature, which the Parties could not have foreseen or prevented by the exercise of ordinary care, including but not limited to war, riot, disorder, acts of terrorism, pandemics, expropriation or requisition of equipment or facilities, sabotage, fire, flood, earthquake, strikes, not due to the fact of the Party invoking this provision, or legal regulations and decisions of authorities having the effects referred to in this paragraph, or



other circumstances resulting in a supervening impossibility of performance within the meaning of Article 1463 of the Italian Civil Code or excessive onerousness thereof pursuant to Article 1467 of the Italian Civil Code.

2. Upon the occurrence of any of these circumstances, if the Contract can no longer be properly performed, the Parties may renegotiate the terms of the contractual relationship in good faith or, alternatively, terminate it.

3. This is without prejudice to the right of the Party to whom such a right is granted to withdraw from the Contract.

## 23. Withdrawal

The Buyer reserves the right, pursuant to Article 1671 of the Italian Civil Code, to withdraw from the Contract in the course of performance. Such decision will not produce any right for the Contractor to compensation for damages, but only payment of the services duly performed.

## 24. Termination

1. In case of non-core business Contracts, in the event of non-performance of the contractual obligations, after an open verification of the seriousness thereof, the Buyer reserves the right to request termination of the Contract for breach.

2. Moreover, pursuant to Article 1456 of the Italian Civil Code, the Contract shall be understood to be terminated, subject only to notification by the Buyer by certified e-mail, in the event of:

- a. serious violations of the law by the Contractor during the term of the contract
- b. disputes entailing the application of Penalties in excess of the amount contractually defined in Article "Penalties"
- c. failure to fulfil obligations towards employees, illegal employment
- d. breaches of the requirements of the SGAE by the Contractor's or Subcontractor's Personnel leading to the termination of the Contract
- e. breaches of the "Contractual Conditions on Health, Safety and Environment", if they are part of the contractual documentation, by the Personnel of the Contractor or the Subcontractor that lead to the termination of the Contract
- f. behaviour incompatible with the prescriptions contained in the "SEA Supplier Code of Conduct"
- g. repeated and serious breaches, notified in writing, entailing risks to the safety and health of workers and/or Personnel of the Buyer and/or third parties



- h. breach of the provisions that entail the revocation of authorisations and/or licences
  - i. breach of the regulations on liability of legal entities pursuant to Legislative Decree 231/2001
  - j. serious and/or repeated violation of the principles contained in the Code of Ethics of the Buyer
  - k. failure to provide evidence of the full operability of insurance coverage, if contractually stipulated, as regulated in paragraph 3 of the previous "Contractor's Liability" Article
  - l. failure to apply, towards the Contractor's and Subcontractors' Personnel, protections equivalent to those provided by the current reference National Collective Labor Agreement, signed in accordance with Article 51 of Legislative Decree 81/15, and its supplementary agreements, as regulated by letter x) of the previous "Contractor's Duties and Obligations" Article
  - m. repeated and serious breaches of the regulations regarding the safety and protection of workers contained in Legislative Decree 81/08
  - n. suspension of business activity ordered pursuant to Article 14.1 Legislative Decree 81/08
  - o. failure to comply with the contractual obligations, for which express termination is envisaged.
3. In any case, the Contractor shall indemnify the Buyer for any expenses incurred and damages that may arise to it and/or third parties due to the breach of contractually assumed obligations. To this end, the Buyer will proceed with the enforcement of the bond, if contractually required, without prejudice to the obligation to compensate for any additional damage suffered by the Buyer.
4. Subject to control, the Buyer shall pay for the services duly performed, assessing them as a percentage of the contractual consideration.
5. The Contract shall be considered terminated in the event of termination of the Agreement between the Buyer and ENAC, without the Contractor being awarded any indemnity or compensation.

## 24.bis Termination

1. In case of core business Contracts, in the event of non-performance of the contractual obligations, after an open verification of the seriousness thereof, the Buyer reserves the right to request termination of the Contract for breach.

2. Moreover, pursuant to Article 1456 of the Italian Civil Code, the Contract shall be understood to be terminated, subject only to notification by the Buyer by certified e-mail, in the event of:

- a. serious violations of the law by the Contractor during the term of the contract
- b. disputes entailing the application of Penalties in excess of the amount contractually defined in Article "Penalties"
- c. in the cases provided for in Article 108 of the Code
- d. failure to fulfil obligations towards employees, illegal employment
- e. breaches of the requirements of the SGAE by the Contractor's or Subcontractor's Personnel leading to the termination of the Contract
- f. breaches of the "Contractual Conditions on Health, Safety and Environment", if they are part of the contractual documentation, by the Personnel of the Contractor or the Subcontractor that lead to the termination of the Contract
- g. behaviour incompatible with the prescriptions contained in the "SEA Supplier Code of Conduct"
- h. behaviour inconsistent with the commitments undertaken by signing the "Integrity Pact" if it is part of the contractual documentation
- i. the Contractor, its legal representative, directors and technical directors are subject to measures and/or proceedings under current legislation on the fight against mafia-related crime
- j. failure to provide evidence of the full operability of insurance coverage, if contractually stipulated, as regulated in paragraph 3 of the previous "Contractor's Liability" Article
- k. failure to apply, towards the Contractor's and Subcontractors' Personnel, protections equivalent to those provided by the current reference National Collective Labor Agreement, signed in accordance with Article 51 of Legislative Decree 81/15, and its supplementary agreements, as regulated by letter x) of the previous "Contractor's Duties and Obligations" Article
- l. repeated and serious violations, contested by written warning, of the requirements of EU Regulation No. 139/2014 where the Contract contains the "Airport Safety" clause
- m. repeated and serious breaches, notified in writing, entailing risks to the safety and health of workers and/or Personnel of the Buyer and/or third parties

- n. breach of the provisions that entail the revocation of authorisations and/or licences
  - o. breach of the regulations on liability of legal entities pursuant to Legislative Decree 231/2001
  - p. serious and/or repeated violation of the principles contained in the Code of Ethics of the Buyer
  - q. repeated and serious breaches of the regulations regarding the safety and protection of workers contained in Legislative Decree 81/08
  - r. suspension of business activity ordered pursuant to Article 14.1 Legislative Decree 81/08
  - s. failure to comply with the contractual obligations, for which express termination is envisaged.
3. In any case, the Contractor shall indemnify the Buyer for any expenses incurred and damages that may arise to it and/or third parties due to the breach of contractually assumed obligations. To this end, the Buyer will proceed with the enforcement of the bond, if contractually required, without prejudice to the obligation to compensate for any additional damage suffered by the Buyer.
4. Subject to control, the Buyer shall pay for the services duly performed, assessing them as a percentage of the contractual consideration.
5. The Contract shall be considered terminated in the event of termination of the Agreement between the Buyer and ENAC, without the Contractor being awarded any indemnity or compensation.

## 25. Environmental and Energy Management System

1. The Environmental and Energy Management System (in Italian "SGAE") is based on the fundamental principles of environmental protection and energy efficiency, according to current legislation. The Contractor is therefore obliged to comply with the provisions of the SGAE procedures connected with the activities covered by the Contract, which are published on the Buyer's institutional website and form an integral part of the Contract.
2. The Contractor is obliged to provide adequate training/information to Personnel, particularly with regard to the environmental and energy aspects connected with the performance of the contractual services.
3. Failure to comply with the provisions of the SGAE shall constitute justified grounds for termination of the Contract by the Buyer, which reserves the right in such a case to bring the ensuing actions for compensation and damages (including image damages).

## 26. Single Risk Assessment Document

1. Where provided for in the contract, the Contractor must prepare and deliver to the Buyer's representative the "Information Form" for each of the areas governed by the contractual services, drawn up on the basis of the "Risk mapping by uniform areas" and the relevant DUVRI (Article 26 of Legislative Decree 81/08) included in the contractual documentation, in order to enable it to prepare the final DUVRI, an integral part of the Contract. The purpose of the information form is to collect the elements of the Contractor's activity that may give rise to the interference risks that may occur in the context of the activities under the Contract, on the Buyer's premises. The resulting special measures and prescriptions must be signed for acceptance by the Contractor during the joint preliminary inspection. In the event of subcontracts, the Contractor shall deliver copies of the DUVRI to the subcontracting companies and shall have them fill in the information forms identifying any existing interference risks and subsequently hand them over to the Buyer's representative. These forms will constitute an update of the DUVRI.

2. The Contractor shall be responsible for coordinating the activities of all subcontractors working on site. The Buyer reserves the right to suspend the activities, upon notification by its appointee, and to remove companies that repeatedly fail to comply with the DUVRI. It is the Contractor's duty to implement, at its own responsibility, all measures and conditions pertaining to work hygiene and safety in order to prevent illness and accidents; the Contractor must do so in accordance with the provisions of the DUVRI and its updates by the Buyer's Appointee. Therefore, while the Contractor declares that it has taken note of the specific risks existing in the work environment in which its personnel will be called to work, pursuant to the relevant laws in force, it hereby agrees to indemnify the Buyer against any accident at work that its personnel may suffer and against any damage that may be caused to third parties. Any consequences, whether of a criminal or civil nature, in the event of an injury or damage, shall therefore be borne exclusively by the Contractor, whereas both the Buyer and the personnel in charge of the management and supervision of the activities shall be completely exonerated. The Contractor undertakes to comply with the prescriptions of the document "Hazard/Risk Mapping by Uniform Areas", the text of which, with reference to the contractual activities, the Contractor declares to know and accept.

3. If the contractual activities are to be carried out within a "construction site" of the Buyer or of third parties, the Contractor shall comply with all the protection obligations provided for in Title IV of Legislative Decree 81/08, as amended. In detail, the Contractor shall comply with the prescriptions of the Safety and Coordination Plan (PSC) relating to the existing site (which will be made available to the Contractor by the Buyer), to draw up the Operational Safety Plan (POS), in compliance with the model made available on the website "Constructions Site Safety" (<https://sicurezzacantieri.seamilano.eu>) to be delivered to the Buyer, abide by the instructions provided by the Execution

Phase Safety Coordinator (CSE) and participate in the coordination meetings called by the CSE. The Contractor may only access the site following the delivery of its OSP and its suitability assessment by the CSE, and after coordination with the Works Management Office and the CSE. Even in the case of activities carried out on site, any additional/interference safety costs required by the Contractor are included in the contractual services. The Contractor shall bear the safety costs related to the preparation actually performed. The Contractor shall be jointly and severally liable with the Subcontractors for the fulfilment by said Subcontractors of the safety obligations laid down in the legislation in force.

4. The Contractor is also obliged to comply with the provisions of the "Health, Safety and Environment - HSE Contract Conditions", where these are included in the contractual documentation.

## 27. Airport Regulations

The Contractor acknowledges that, in compliance with the provisions of Article 2 par. 2 of Law 265/04, the Buyer has prepared the document "Airport Regulations" for the Airports it manages, compliance with which is compulsory for all Contractors, Subcontractors and Entities that carry out activities at such Airports.

## 28. Compliance with airport regulations

1. The Contractor declares that it is aware of and undertakes to comply with the laws, regulations, agreements and ordinances that govern activities at the Airports, including the movement of persons and/or vehicles, as well as the Buyer's duties and obligations towards the state administration with regard to service continuity and airport management. In particular, the Contractor shall comply with the provisions issued by Order of the competent ENAC Airport Directorate and connected with the activities governed by the Contract.

2. The applicable Ordinances, published on the Buyer's institutional website, form an integral part of the Contract.

## 29. Changes in company structures - Termination of activity

1. Without prejudice to the non-transferability of the Contract, it is specified that:

a. changes in the ownership structure resulting from the transfer/lease of a company/company branch as well as from acts of transformation, merger and demerger of the Contractor shall have no effect on the Buyer until they have been reported to the latter by means of a certified e-mail to the address [appr.app@pec.seamilano.eu](mailto:appr.app@pec.seamilano.eu) to verify that the transferee, or the entity resulting from the transformation, merger or demerger, meets the

qualification requirements set at the time of the award. Within the following 60 days, the Buyer may object to the new party taking over the Contract, resulting in termination of the Contract if the above-mentioned requirements are not met. After 60 days have elapsed without opposition from the Buyer, the take-over by the Contractor shall become effective

b. in the event of transfer, leasing of a company or company branch by the Contractor, or by the bodies of the insolvency procedure, the Contractor's take-over shall in any case be subject to the verifications referred to in a) above

c. in the event of termination of the activity constituting the Contractor's company object, the Buyer shall terminate the Contract

2. In all the above cases, the Buyer's right to compensation for any damage caused to it shall remain unaffected.

### 30. Liquidation-Bankruptcy-Insolvency proceedings

1. In case of non-core business Contracts, if the Contractor enters into liquidation, the Contract may be terminated, without prejudice to the Buyer's right to obtain any damages that may be due to it from the liquidator.

2. If the Contractor is subject to insolvency proceedings, the provisions of Royal Decree No. 267/42 shall apply.

### 30.bis Liquidation-Bankruptcy-Insolvency proceedings

1. In case of core business Contracts, if the Contractor enters into liquidation, the Contract may be terminated, without prejudice to the Buyer's right to obtain any damages that may be due to it from the liquidator.

2. If the Contractor is subject to insolvency proceedings, by analogy to the provisions of Article 124 of the Code, or of Article 68 paragraph 17 and 18, where applicable, shall apply.

### 31. Compliance with legislation concerning liability of legal entities

1. The Contractor represents that it is aware of and complies with current legislation on the administrative liability of legal entities and, in particular, the provisions of Legislative Decree No. 231/2001 (the "Decree").

2. The Buyer represents and acknowledges (i) that it has adopted the Organisation, Management and Control Model pursuant to and for the purposes of the Decree (hereinafter the "231 Model"); (ii) that it has appointed a supervisory body (hereinafter the "SB") appointed to monitor compliance with and effective implementation of the 231 Model by all addressees; and (iii) that it has effectively implemented company procedures, protocols, behaviours and issued instructions to its employees and/or collaborators,

suitable to prevent the commission, actual or attempted, of the offences provided for in the 231 Model and to which the penalties provided for in the Decree apply.

3. The Contractor takes note of the adoption by the Buyer of the 231 Model, which will be available for consultation on the Buyer's institutional site, and hereby undertakes to comply with it, within the limits of its competencies and responsibilities, conforming to the ethical principles and standards of conduct laid down therein, as well as to the company procedures and protocols implemented by the Buyer.

4. To this end, the Contractor undertakes to (i) report directly to the Supervisory Body any violations of the 231 Model or of the procedures adopted by the Buyer for its implementation that it may become aware of; (ii) comply with requests for information or the production of documents from the Buyer and/or the Supervisory Body.

5. In the event of non-compliance, in whole or in part, by the Contractor with the obligations provided for above as well as the adoption by it of conduct that differs from the provisions of the 231 Model, the Buyer may terminate the Contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in addition to compensation for damages, giving notice of this intention by certified e-mail containing a concise indication of the factual circumstances or legal proceedings proving the non-compliance.

6. This right will be exercised to the disadvantage of the Contractor, which will be charged with all additional expenses and costs arising out of or as a consequence of such non-performance, without prejudice to its liability for any detrimental event or damage that may occur as a consequence of such non-performance, and its obligation to indemnify and hold the Buyer harmless for any third-party claims resulting from such non-compliance.

## 32. Code of Ethics and Antimafia Regulations

1. In view of pursuing and complying to the best of its ability with the principles that inspire all initiatives and activities it carries out, the Buyer acts in full compliance with the provisions of the Code of Ethics it has adopted, which are to be regarded as an integral part of the Contract. SEA adopts the principles enshrined in the antimafia legislation (pursuant to Legislative Decree 159/2011), with a view to countering the phenomenon of mafia infiltration in the context of measures to combat organised crime.

2. The Buyer therefore undertakes to enter into contractual relations exclusively with parties whose conduct complies with the principles of antimafia legislation. To this end: (i) it shall verify the Contractor's regular inclusion in the White List, where applicable; or (ii) consult the "National Antimafia Database" to ascertain the non-existence of any cause of disqualification, suspension, prohibition or attempted mafia infiltration. The



Contractor shall, in any case, act in accordance with the provisions of the antimafia legislation.

3. The Contractor declares that no mediation or other intervention by third parties has occurred for the conclusion of the Contract, that it has not paid, nor will it pay, any party, directly or through any other party, sums and/or other consideration by way of intermediation or similar sums and in any case aimed at facilitating the conclusion of the Contract.

4. In any case, the Parties agree that, if the Buyer learns through any source of information that the Contractor is acting in breach of the principles established by the Code of Ethics, and therefore does not comply with the antimafia regulations, the Buyer shall consider such circumstances as gross breach and, therefore, shall have the right to terminate the Contract immediately pursuant to Article 1456 of the Italian Civil Code, without the Contractor having any claim for any reason or title whatsoever.

### 33. Antimafia regulations

1. The validity of core business Contract and the granting of authorisation for any core business Subcontract are subject, where the economic conditions are met, to the absence of measures and/or proceedings under antimafia legislation.

2. If the prerequisites are met with respect to the nature of the contractual services, the award of the Contract and the authorisation of Subcontracting relating to the activities listed in Article 1 par. 53 L. 190/12 may not occur unless it has been determined that the Contractor/Subcontractor is included in the White Lists set up at the competent local Prefectures.

3. The occurrence of the aforesaid measures or proceedings, at any time ascertained, shall be cause for immediate termination of the Contract, without the Contractor having any claim whatsoever for any reason or title whatsoever.

### 34. Privacy

1. The Parties adhere to the fundamental principles for the protection and safeguarding of personal data dictated by Regulation (EU) 2016/679 (the "GDPR") as well as Italian Legislative Decree 196/2003 as subsequently modified by Legislative Decree 51/2018 and Legislative Decree 101/2018 (the "Privacy Code" and, jointly with the GDPR, as well as with the related measures/decisions applicable on the matter and issued by the Italian Data Protection Agency, the "Privacy Legislation"). The Parties declare that any personal data of which they become aware in the course of the contractual relationship will be processed solely for the purpose of executing this Contract and fulfilling any corresponding obligation of a tax, accounting and administrative nature, as well as any other legal obligation directly or indirectly deriving from this Contract. Each Party acknowledges that such processing is



compulsory, as it is done in execution of a contractual obligation, with the consequence that any refusal to provide such data would not allow the completion of this Contract, and also undertakes to process the data in a lawful and fair manner, collecting and recording such data for specific, explicit and legitimate purposes, taking care to verify that the data is relevant, complete and not excessive in relation to the purposes for which it was collected and/or subsequently processed, all in full compliance with the Privacy Legislation. In particular, each Party expressly authorises the entry of its own data and the data of its Personnel in the databases of the other Party, allowing the other Party to process and communicate its data to third parties, if such processing or communication is necessary for the following purposes related to the contract: (a) fulfilment of specific accounting and tax obligations; (b) management and execution of the relationship and contractual obligations, as well as the corresponding information aspects; (c) purposes connected to obligation provided for by laws, regulations or EU legislation, as well as provisions given by Authorities legitimately empowered to do so; (d) management of disputes; (e) statistical purposes and surveys on the relevant company standards; (f) internal control services.

2. The data will be processed using manual and/or automated methods, and in compliance with technical and organisational measures suitable for ensuring a level of security appropriate to the risk, in accordance with the provisions of the Privacy Legislation. The Parties mutually acknowledge that the data will be processed within the European Economic Area. If one of the Parties intends to transfer the data processed in connection with this Contract to countries outside the European Economic Area, it shall promptly notify the other Party.

3. Each Party and its Personnel are guaranteed the rights expressly recognised by the Privacy Legislation, and in particular those set out in Article 15-21 of the GDPR, including the right to obtain confirmation of the existence or non-existence of personal data and to know their content and origin, to verify their accuracy or request their supplementation or updating, rectification, deletion or transformation into anonymous form, as well as to request the blocking of personal data processed in violation of the law and to oppose their processing in any case for legitimate reasons by means of a written notice to be sent to the other Party, the data controller, and the right to the portability of its own personal data and the right to lodge a complaint, a report or an appeal with the Italian Data Protection Authority, if the conditions are met.

4. The Parties undertake, each to the extent of its competence, to maintain confidentiality and to adopt all technical and organisational security measures imposed by the Privacy Legislation to protect the data collected in the performance of the Contract against accidental or unlawful destruction, accidental loss and damage, alteration, unauthorised disclosure or access and against any other unlawful and unauthorised form of processing. The Parties mutually acknowledge that they will act as autonomous data controllers for the performance of the processing, each within its own sphere of competence.

The Parties undertake to ensure that all Personnel comply with the Privacy Legislation, including aspects relating to the security and confidentiality of personal data.

5. Furthermore: a) the Contractor, pursuant to the Privacy Legislation, undertakes: (i) to inform the Personnel that their personal data will be communicated to the Buyer for the fulfilment of legal obligations relating to the Contract, specifying also that the Buyer, as autonomous data controller, will process the data in compliance with the Privacy Legislation and (ii) to deliver to the Personnel the Buyer's privacy policy ("Buyer's Policy" under Annex B) attached hereto pursuant to Article 14 GDPR; b) in the event of Subcontracting, the Contractor undertakes: (i) pursuant to the Privacy Legislation, to inform the Subcontractor that its personal data and, if necessary, the personal data of its Personnel, will be communicated to the Buyer for the fulfilment of legal obligations related to the Contract, also specifying that the Buyer, as autonomous data controller, will process the personal data in compliance with the Privacy Legislation; (ii) to ensure that the Subcontractor provides its own Personnel with the Buyer's Policy Statement (Annex B) and (iii) to include a clause in the subcontract that contains the provisions under (i) and (ii).

6. For the above purposes, each Party hereby undertakes to indemnify and hold harmless the other Party from any damage caused to it as a result of any failure to comply with the provisions of this Article and/or any breach of the Privacy Legislation.

### 35. Confidentiality

The Contractor undertakes, for a period of five years from termination of the contractual relationship, not to publish any documentation, data and/or information connected with and/or deriving from performance of the Contract and undertakes not to disclose them to third parties nor to use them for purposes other than those connected with the appointment. It likewise undertakes to ensure confidentiality and protection from any undue disclosure not expressly authorised by the Buyer of any information that it comes to know by virtue of the Contract. In particular, it undertakes to return/destroy all documentation that comes into its possession during performance of the Contract.

### 36. Information security - Cyber security

1. The Contractor undertakes to take all measures necessary to guarantee the maximum security and protection of the digital information acquired by the Buyer for the performance of the contractual services. To this end, such data shall be preserved from accidental or unlawful destruction, accidental loss and damage, alteration, disclosure or unauthorised access and from any other unlawful and unauthorised form of processing.

2. High levels of digital information security must be adopted and guaranteed by the Contractor in all contexts, in order to prevent the occurrence of vulnerabilities related to cyber risks, so as to ensure a constant and high protection of its own and the Buyer's data from potential cyber attacks.

3. The Contractor therefore undertakes to adapt its operating methods and procedures to the indications recommended by international standards (ISO 27001, NIST), guaranteeing its own protection and that of the Buyer from vulnerabilities and cyber attacks of any kind and nature.

4. In particular, without prejudice to the foregoing, if the Contractor is specifically configured as a digital service provider, for the entire duration of the contractual relationship with the Buyer, the Contractor undertakes to act in compliance with the cyber security legislation in force, observing in particular the provisions of Article 14 of Legislative Decree no. 65/2018, subject to the provisions of paragraph 15 of the same article.

### 37. Contractual documents

1. These Conditions, the Contract and the documents annexed thereto, govern the contractual relationship between the Buyer and the Contractor for the performance of the Contract.

2. In the event of differences of interpretation due to discrepancies between the above documents, the Contractor shall abide by, in order: the Contract, these Conditions and the other Contractual Annexes, according to the order of presentation indicated in the Contract under the clause "Annexes".

3. If a contract document provides for alternative or divergent services, the Contractor shall perform the services according to the Buyer's choice. The same applies if the divergences relate to the dimensions or characteristics of an object as resulting from drawings drawn to a different graphic scale.

### 38. Communications between the Parties

All communications between the Parties shall take place exclusively in writing by electronic means, i.e. certified electronic mail. To this end, the Parties shall exchange their respective certified e-mail addresses.

### 39. Law governing the Contract

The Contract is subject in all respects to Italian law.

### 40. Disputes

The Parties shall endeavour to settle amicably any disputes that may arise regarding the interpretation and execution of the contractual terms and conditions in their entirety. If this is not possible, the Court of Milan shall have exclusive jurisdiction.

## 41. Reference

For all matters not expressly governed by these Conditions, the Contract and its Annexes, reference must be made to the Italian Civil Code, where applicable.

A large, light pink rounded square graphic containing the word "SEA" in white, bold, serif capital letters. The "S" is a classic serif with a large loop, while the "E" and "A" are also serifed but more geometric. The letters are centered within the square.

SEA

## Annex A - Electronic invoicing instructions

Include the following information in the XML invoice:

- **Purchase Order** section "*FatturaElettronicaBody – DatiGenerali– DatiOrdineAcquisto*", filling in "*IdDocumento*" with the order number.

*A compilation example follows:*

```
<DatiOrdineAcquisto>  
<IdDocumento>4100012345</IdDocumento>
```

- **Incoming Goods/Service acquisition form** section "*DataGoodsServices - Line Details - OtherManagementData*", filling in "*TipoDato*" with the string "EM" and "*RiferimentoTesto*" with the number of the incoming goods.

*A compilation example follows:*

```
<AltriDatiGestionali>  
<TipoDato>EM</TipoDato>  
<RiferimentoTesto>5000123456</RiferimentoTesto>  
<TipoDato>CIG (where applicable)</TipoDato>  
<RiferimentoTesto>123456789A00</RiferimentoTesto>  
<TipoDato>CUP (where applicable)</TipoDato>  
<RiferimentoTesto>A12B13000000001</RiferimentoTesto>  
  
</AltriDatiGestionali>
```

- **Declaration of Intent** section "*FatturaElettronicaBody – DatiBeniServizi - DettaglioLinee – AltriDatiGestionali*", filling in "*TipoDato*" with the string "DI", "*RiferimentoTesto*" with the number of the declaration of intent and the "*RiferimentoData*" with the date of the declaration of intent.

*A compilation example follows:*

```
<AltriDatiGestionali>  
<TipoDato>DI</TipoDato>  
<RiferimentoTesto>1234</RiferimentoTesto>  
<RiferimentoData>2018-01-01</RiferimentoData>  
</AltriDatiGestionali>
```

## Annex B - Personal data processing policy statement

Dear Sir/Madam,

Pursuant to Article 14 Reg. EU 2016/679 ("**Regulation**" or "**GDPR**"), and in compliance with the provisions of Legislative Decree 196/2003, as subsequently modified by Legislative Decree 51/2018 and Legislative Decree 101/2018 ("**Privacy Code**"), the Buyer, in its capacity as the Data Controller of your personal data (the "**Data Controller**" or "**SEA**"), following the transfer of your personal data (such as personal data, contact details, personal data contained in resumes or copy of your identity document) ("**Personal Data**") by the Contractor and in connection with the performance of the contract to which this policy statement is annexed (the "**Contract**"), provides you with the following information regarding the processing of your Personal Data for the purposes specified below and strictly related to the performance of the Contract.

The Data Protection Officer ("**DPO**"), domiciled for the execution of the assignment at the Data Controller's head office, can be reached at [privacy@seamilano.eu](mailto:privacy@seamilano.eu).

### 1. Purposes of the processing of Personal Data and legal basis

#### Purpose

Your Personal Data is processed within the scope of the Controller's business and in relation to the Contract, without your consent, for the purposes set out below:

- a) purposes strictly related to the performance of the Contract;
- b) in compliance with obligations under laws, regulations and EU legislation in relation to the Contract;
- c) defensive purposes of the Buyer.

#### Legal basis

- for the purpose referred to in point a), the legal basis of the processing is identified pursuant to Article 6(1)(b) of the GDPR
- for the purpose referred to in point b), the legal basis of the processing is identified pursuant to Article 6(1)(c) of the GDPR
- for the purpose referred to in point c), the legal basis of the processing is identified pursuant to Article 6(1)(f) of the GDPR.

### 2. Nature of provision of data and consequences of opposing transfer

The provision and processing of your Personal Data, which shall be transferred to the Buyer by the Contractor, are indispensable for the performance of the Contract. Therefore, failure to provide it would make the performance of the Contract impossible.

### **3. Processing methods**

Your Personal Data shall be processed in accordance with the principles of fairness, lawfulness and transparency in both paper and electronic form. The availability, management, access, storage and usability of Personal Data is guaranteed by the adoption of technical and organisational measures to ensure appropriate levels of security in accordance with Articles 25 and 32 of the GDPR, as well as the adoption of the specific warranty measures provided for in Article 2-septies of the Privacy Code for the processing of data relating to health.

### **4. Retention of Personal Data**

Your Personal Data will only be kept for as long as necessary to achieve the purposes for which it is collected, respecting the principle of minimisation set out in Article 5.1.c) of the GDPR and the legal obligations to which the Data Controller is bound. More information is available from the Data Controller, or by contacting the DPO at the contact details provided.

### **5. Categories of data recipients**

In the course of its activities and in pursuit of the purposes set out in paragraph 1 above, the Controller may communicate your Personal Data to:

- natural persons authorised by the Data Controller to process personal data pursuant to Article 29 of the GDPR and Article 2-quaterdecies of the Privacy Code by reason of the performance of their work duties (e.g. own staff, system administrators, etc.)
- state supervisory authorities, public administration bodies, public security authorities, judicial authorities and insurance companies, and other entities, bodies or authorities acting in their capacity as autonomous data controllers, to whom it is mandatory to disclose Personal Data by virtue of legal provisions or orders of the competent authorities.

In any event, the complete, up-to-date list of data recipients may be requested from the Data Controller or the DPO, at the above-mentioned addresses.

### **6. Scope of dissemination of data and transfer of personal data outside the EU**

Personal Data is not/will not be disclosed (meaning the provision of personal data to unspecified persons, in any form whatsoever, including by making it available or consulting it), except where disclosure is required, in accordance with the law, by police forces, judicial authorities, information and security

bodies or other public entities for purposes of defence or state security or for the prevention, detection or prosecution of criminal offences. With regard to the possible future transfer of Personal Data to Third (non-EU) Countries, the Data Controller informs you that all processing will be carried out in compliance with the law or according to one of the methods allowed by the law in force, such as the consent of the data subject, the adoption of Standard Clauses approved by the European Commission and the selection of parties adhering to international programmes for the free circulation of data (e.g., EU-USA). Further information is available from the Data Controller or the DPO by writing to the above-mentioned addresses.

### **7. Rights of the data subject**

You have the right to access your Personal Data at any time, pursuant to Articles 15-22 of the GDPR. In particular, you may request the rectification, deletion or restriction of the processing of your Personal Data in the cases provided for in Article 18 of the GDPR, the revocation of the consent given pursuant to Article 7 of the GDPR, portability of your Personal Data in the cases provided for by Article 20 of the GDPR, and you may also lodge complaint with the competent supervisory authority pursuant to Article 77 of the GDPR (Personal Data Protection Authority). You may send a request to object the processing of your Personal Data pursuant to Article 21 of the GDPR in which you give evidence of the reasons justifying your opposition: the Data Controller reserves the right to evaluate your request, which would not be accepted in the event of the existence of a compelling lawful basis for processing that overrides your interests, rights and freedoms. Requests should be addressed in writing to the Controller or the DPO at the above addresses.