



## General terms and conditions for purchase of Eni Schmiertechnik GmbH, headquartered in Wuerzburg (07/23)

### 1. Scope

Unless anything different has been agreed, the following Standard Purchasing Conditions apply to all orders for deliveries and/or services.

### 2. Order/order confirmation

On orders equal to or greater than € 10,000.00 - or below that amount at our specific request - you are required to return to us the confirmation of our order within one week. The contract will not be considered to have been signed until we are in possession of the supplier's (entrepreneur's) countersigned confirmation. This applies correspondingly in the e-procurement system to order confirmations sent to us via the Internet.

In signing the order confirmation, the supplier (entrepreneur) acknowledges without reservation our Standard Purchasing Conditions. Amendments or additions to the contents of the order will only be valid when confirmed by us in writing. We are not bound by the supplier's or entrepreneur's delivery or service conditions, even when we have not contradicted them.

Should an order confirmation not be necessary or should the supplier (entrepreneur) carry out the delivery without our having received the order confirmation within the time stipulated in section 1, the delivery shall be considered acknowledgement of our Standard Purchasing Conditions.

We will not acknowledge deliveries made or services provided without a written order and they will not give rise to any contractual claims against us.

### 3. Dates

The agreed dates for the delivery or the provision of the service must be complied with under all circumstances; otherwise we have the right, at our option and without setting a grace period, to demand either a subsequent shipment and reimbursement of the costs of the delay or compensation on account of non-fulfilment, or to rescind the contract.

In order to enable us to make alternative arrangements in time, the supplier (entrepreneur) is required to inform us in writing should it become evident that the delivery date/date for the provision of the service will not be met. He is not entitled to an appropriate extension of the delivery/service deadline in the event of event of force majeure. We are entitled to annul the contract without the obligation to pay compensation should the delay prove to be intolerable.

### 4. Shipping documents

Every delivery of materials must include a numbered despatch note stating the date of the shipment, the number and date of the order or call-off and an exact description of the goods ordered.

Simultaneously, a complete duplicate of the despatch note must be sent by e-mail to the purchasing department of Eni Schmiertechnik GmbH (e-mail address: [beschaffung.wuerzburg@eni.com](mailto:beschaffung.wuerzburg@eni.com)).

In the event of part shipments, the following information must be provided as a marginal note on the despatch papers:

- total quantities of goods so far delivered,
- the quantity delivered with this part shipment,
- the quantity of goods still to be delivered.

### 5. The right to check the delivery or the service

The supplier (entrepreneur) is required to enable us to check his delivery or service during every phase of its production. The supplier (entrepreneur) will not be entitled to derive any rights whatsoever from our making use of this opportunity. In particular, such a check will not constitute acceptance.

### 6. Acceptance and transfer of risk

Acceptance will take place after we have had the opportunity to thoroughly appraise and investigate the delivery or service. The supplier (entrepreneur) will bear the risk also of accidental destruction and accidental deterioration until we accept and take possession of the goods at the destination named by us.

### 7. Prices

The agreed prices are fixed prices. They will be considered free of delivery charges and inclusive of packaging and adequate insurance cover to the destination stated by us.

### 8. Invoicing and payments

After delivery has been made or the service provided, invoices must be submitted to Eni Schmiertechnik GmbH in Wuerzburg with the following information:

- the number and the date of the order and the material call-off,
- the number and date of the despatch advice,
- the number and the date of the acceptance note (provided that acceptance has already taken place).

In the event of part shipments and shipments to different destinations, separate invoices must be issued for each part shipment and each destination.

We are entitled to return all invoices that do not comply with these requirements.

Until correct despatch notes and invoices that comply with the above conditions have been received, we are entitled to withhold all payments relating to such shipments.

Unless anything different has been agreed, payment will be made within 14 days of the shipment and the receipt of the invoice subject to the deduction of 3% cash discount or within 30 days with no deduction.

### 9. Right to offset claims and withhold services

The supplier (entrepreneur) is only entitled to offset his claims against ours to the extent that they are acknowledged or have been established in law; a right to withhold services is excluded.

### 10. Assignment of receivables

The assignment of receivables due from us, or similar rights is excluded.

### 11. Warranty

The supplier (entrepreneur) warrants that all parts he supplies or manufactures as part of an order comply with the specifications agreed in the contract, the requirements of the law, generally accepted accident prevention precautions and the regulations applicable to technical instruments, that they are labelled with the required safety precautions and operating instructions and, as far as the state of technology permits, are manufactured in such a way that the user or a third party using them in the correct manner is protected from dangers of all kinds, especially from accidents and industrial illnesses. The supplier (entrepreneur) is required to make good immediately and at his own expense any defects in the goods and services he supplies (subsequent fulfilment). We may at our option demand either a replacement delivery at no expense or a price reduction instead of subsequent fulfilment. In urgent cases or in the event of delays on the part of the supplier (entrepreneur) in remedying the defect, we may without setting any additional deadline repair the defect ourselves or have it repaired at the supplier's (entrepreneur's) expense. We may in such cases also annul the contract and/or demand compensation; this will also apply when defects cannot be eliminated by subsequent fulfilment or by the delivery of a replacement.

The above provisions will apply to all replacements or subsequent fulfilment.

We reserve the right to claim further damages resulting from a defective delivery or service culpably provided by the supplier (entrepreneur). The supplier (entrepreneur) will bear the burden of proof that he is not responsible for the defect. The supplier (entrepreneur) waives the plea of a delay in reporting the defect.

### 12. Liability/exemption from liability

The supplier (entrepreneur) is liable in accordance with the provisions of the law; he bears the burden of proof that he is not responsible for the damage. Vicarious agents will be liable should they have caused the damage at the time they performed their work. The supplier (entrepreneur) waives the opportunity for exoneration provided for in § 831 of the German Civil Code.

The supplier (entrepreneur) undertakes to relieve us all of claims arising and levied against us by third parties on account of negligent behaviour on the part of the supplier (entrepreneur) or his vicarious agents in carrying out work in accordance with or in connection with this contract on the first occasion of being asked in writing to do so. This will also apply to claims levied as a result of an infringement of regulations related to the environment and to damage incurred inevitably as a result of the proper performance of services, unless the supplier (entrepreneur) gave us adequate warning of this risk before the work was undertaken.

### 13. Third-party rights

The supplier (entrepreneur) warrants that the goods and services delivered are free of the rights of third parties.

### 14. Transfer

The supplier (entrepreneur) will notify us immediately and in writing of any change in the legal form or in the ownership of the company.

### 15. Place of fulfilment

The place of fulfilment for all goods and services is the relevant destination named by us, and Wuerzburg for all payments.

### 16. Legal venue/applicable law

The legal venue for business people is Wuerzburg. The law of the Federal Republic of Germany will apply, as it applies between domestic parties within Germany.

#### 17. Data protection

We point out that we process the received data of the supplier (entrepreneur) within the meaning of the basic data protection regulation. There is also a storage of personal data at group companies and delivering agencies. We also inform that beyond the execution of the Contract the data is also used for transmission to credit bureaus and other third parties. We point out that further information on data protection can be found at the following address: [https://www.eni.com/de\\_DE/privacy-policy.page](https://www.eni.com/de_DE/privacy-policy.page)

#### 18. Obligation to secrecy

The supplier (entrepreneur) undertakes to keep strictly secret documents, drawings, processes, technical knowledge, address files, plans, data bank information and experiences as well as other facts, especially strategic planning, that become known to him as a result of the cooperation with us and only to use them for the purposes of this framework contract. The supplier (entrepreneur) is required to bind his employees to secrecy, also for the time after they have left his service.

Employees of the supplier (entrepreneur) who infringe the above confidentiality undertaking may, at our request, be excluded from the fulfilment of the supplier's (entrepreneur) obligations under this contract.

Data specific to our company may under no circumstances be disclosed to unauthorised third parties.

#### 19. Health, safety and environmental protection, compliance with HSE Regulations

The supplier (entrepreneur) is aware that Eni is committed to the pursuit, achievement and compliance with health, safety and environmental protection goals (Health, Safety and Environment, abbreviated to HSE) that go beyond compliance with legal requirements and has committed itself to these goals as part of the so-called HSE Policy. The HSE Policy is available on the website [www.enideutschland.de](http://www.enideutschland.de) and [www.eni.com/de](http://www.eni.com/de), in the navigation tab under „Eni in Deutschland“ and there under „Corporate Governance“, ([https://www.eni.com/en\\_DE/corporate-governance/quality-management.page](https://www.eni.com/en_DE/corporate-governance/quality-management.page)).

Within the scope of this agreement, the supplier (entrepreneur) is responsible for compliance with the most recent version of the relevant laws, legislative decrees, technical norms and rules of professional conduct in terms of health, safety and environmental protection, in particular with regard to technical, medical and social aspects of occupational protection and safety, the German minimum wage legislation (MiloG), all trade and fire protection regulations, environmental legislation, especially those governing emissions, soil and water protection, norms specific to equipment and a particular activity, all associated EU directives (e.g. the REACH Directive (EC) no. 1907/2006), all DIN (German Institute for Norms), ISO and EN regulations, the provisions of VDI, VDE and VDS, manufacturers' instructions, the provisions and the set of rules of the German Social Accident Insurance ("DGUV") (hereafter referred to as HSE Regulations) and that compliance with the HSE Regulations by its staff and employees, sub-contractors and all persons whose services the supplier (entrepreneur) makes use of is guaranteed.

In the case of indications for a breach of the HSE Regulations in connection to the execution of the present agreement, Eni may carry out inspections on the compliance with the HSE Regulations at any time, either by its own personnel or third parties appointed to carry out these inspections.

In the event of an infringement of HSE Regulations the supplier (entrepreneur) shall immediately desist therefrom and return to compliance with HSE Regulations. An infringement of HSE Regulations generally constitutes a fundamental breach of the agreement and entitles Eni to withdraw or to terminate the agreement without notice, if the continuation of the agreement, taking into account all the relevant circumstances of the case, has become unreasonable. Such Unreasonableness shall exist in particular, if the supplier (entrepreneur) to a not insignificant degree or a not insignificant manner has infringed, infringes, or continues such infringements, although being aware thereof, and/or although the supplier (entrepreneur) does not, within a reasonable period in time fixed by Eni, return to compliance with HSE Regulations.

#### 20. Responsibility of Companies for the Conduct of their Employees and Anti-Corruption

Partner declares that he has read and is aware of: (a) the Eni Supplier Code of Conduct; (b) the general standards of transparency of the Model 231 pursuant to Italian Legislative Decree no. 231/2001 and of the Compliance Models; and (c) the "Anti-Corruption Management System Guideline" adopted by Eni. Partner acknowledges that the document referred to in (a) is available on the website [https://www.eni.com/en\\_DE/business-activities/gtc.page](https://www.eni.com/en_DE/business-activities/gtc.page) and that the documents referred to in (b) and (c) are available on the website [https://www.eni.com/en\\_DE/corporate-governance.page](https://www.eni.com/en_DE/corporate-governance.page) and undertakes to comply with the principles contained therein. With regard to the performance of the activities covered by this Contract, Partner undertakes vis-à-vis Eni to comply with - and to ensure that its directors, employees and/or any third parties acting on behalf of or in the interests of Partner (e.g. consultants, agents, intermediaries and equivalent figures) comply with (A) Anti-Corruption Laws (meaning (i) Italian Legislative Decree no. 231/2001; (ii) the United States Foreign Corrupt Practices Act; (iii) the UK Bribery Act; (iv) other anti-

corruption laws applicable to the parties around the world; (v) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption) and (B) Anti-Money Laundering Laws (meaning the anti-money laundering laws of the Country in which the activities under this Contract are performed and in which Partner resides or is registered).

With reference to the performance of the activities covered by this Contract, Partner further declares and warrants that he has issued and implemented provisions to its directors, employees and/or any third parties acting on his behalf or in his interest in the performance of this Contract (e.g. consultants, agents, brokers and equivalent figures), aimed at preventing the commission, even attempted, of the conduct sanctioned by Italian Legislative Decree No. 231/2001, and undertakes to ensure the full implementation of those provisions throughout the duration of the Contract.

In any event, Partner undertakes to refrain - and to cause its directors, employees and/or any third parties acting on its behalf or in its interest in the performance of this Contract to refrain from (A) offering, promising, giving, paying, authorising anyone to give or pay, directly or indirectly, economic advantages or other benefits, in violation of the Anti-Corruption Laws; (B) offering, promising, giving, paying, authorising someone to offer, promise or give or pay, directly or indirectly, unofficial payments made to a public official for the purpose of expediting, favouring and in general facilitating the performance of a routine and non-discretionary activity due in any event within the scope of his official duties (i.e. Facilitation Payment); (C) accepting or authorising someone to accept, directly or indirectly, economic advantages or other benefits or requests or solicitations for economic advantages or other benefits in violation of the Anti-Corruption Laws; (D) acquiring, receiving, possessing, concealing, using, substituting or transferring, money, goods or other benefits with knowledge or suspicion that they are derived from unlawful activities or carrying out other transactions in connection therewith in such a way as to obstruct, conceal or disguise the identification of their unlawful origin.

Partner declares that he has no conflict of interest with respect to the execution of this Contract and agrees to promptly inform Eni in the event that such a situation should arise during execution thereof. Conflict of interest for the purposes of this Contract shall mean any situation relating to Partner or to a person in Partner's organisation (e.g. family, affinity or personal relationships, personal or financial roles/appointments/interests held in third companies or with third parties) that is likely to interfere with the ability of (i) the directors and employees of Eni and/or (ii) any other person or entity, public or private, involved in the performance of the activities under this Contract to perform their functions or activities with independence, impartiality and objectivity.

With reference to the performance of the activities covered by this Contract, Partner declares that it is aware that any and all sub-agents it may involve in the activities covered by this Contract shall be subjected by Partner to ethical and reputational checks through (a) the signature by the sub-agent of the Compliance Statement made available by Eni and (b) open sources researches (e.g. internet, press), and such sub-agents may only carry out the activities covered by this Contract upon the positive outcome of the aforesaid checks. Partner further undertakes: (i) to collect and keep on file the Declarations of Compliance signed by the sub-agents and the evidence of the aforesaid checks (ii) to cause that sub-agents undertake, in the relevant contracts, anti-corruption commitments similar to those imposed on it in this clause.

With reference to the performance of activities covered by this Contract, Partner undertakes to: (i) accurately and transparently record in his accounting books any sums received or paid in relation to this Contract; (ii) promptly inform Eni in the event of news of the commencement by the competent authorities of investigations or proceedings concerning the alleged breach of the Anti-Corruption Laws, Anti-Money Laundering Laws and/or of Italian Legislative Decree no. 231/2001 within the scope of the activities covered by this Contract, undertaking to provide any future updates on the matter (except for what may be considered subject to the exception of legal privilege); (iii) timely inform Eni of any request or demand relative to any undue payment of money or other advantage received in relation to the performance of this Contract; (iv) keep the documentation relating to this Contract for the time required by applicable regulations.

The Parties agree that failure by Partner to comply with the representations, warranties and obligations of this clause shall constitute a serious breach of contractual obligations and shall entitle Eni to terminate the Contract in accordance with the law, subject to a specific declaration to be notified to Partner. In the presence of formal documents of the Judicial Authority, learned also through any media, from which such a breach may be inferred, while awaiting investigations or the final outcome under the law Eni shall have the right to suspend the execution of the Contract. In any case, Partner shall hold Eni harmless from any and all loss or damage suffered by the Company and against any actions by third parties, arising from the failure to comply, even partially, with the declarations, guaran-tees and obligations referred to in this clause.

## 21. Protection of Human Rights

The Parties declare that they recognise and endorse the principles contained in applicable national and international laws and instruments, guidelines, and best practices aimed at preventing human rights violations, including the United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, and the ILO Declaration on Fundamental Principles and Rights at Work (hereinafter "Human Rights").

With regard to the execution of the activities covered by the Contract, Partner: a) acknowledges that Eni has adopted a series of instruments for the respect of Human Rights including the "Eni Statement on the Respect of Human Rights" and the Policy "Eni against violence and harassment in the workplace", available at [https://www.eni.com/en\\_DE/corporate-governance.page](https://www.eni.com/en_DE/corporate-governance.page) and is committed to operating according to principles consistent with those expressed in these documents; b) undertakes to act in compliance with Human Rights, and to ensure - also by means of the application for the entire duration of the Contract of corporate policies on Human Rights - compliance therewith also by its own directors, employees and any third parties, including sub-contractors, acting in the interest or on behalf of Partner in the performance of the Contract. In case of conflicts between applicable national laws and the provisions of international human rights law, Partner undertakes to take all possible measures to avoid violation of the latter; c) undertakes to monitor his supply chain to ensure that, in the performance of its obligations under this Contract, he does not procure or use resources, materials, goods or services from suppliers or subcontractors that violate Human Rights or use forced labour, and to maintain records of such activities; d) undertakes to respect and to ensure compliance also by its directors, employees and any third parties, including subcontractors, acting in the interest or on behalf of Partner in the performance of the Contract, with applicable legal provisions, best practices, guidelines, and regulations concerning terms and conditions of employment (wages and salaries, working hours, holidays, rest periods, leave, protection of minors of non-working age, methods of supervision, and any accommodation offered to personnel employed in connection with the performance of the contractual services) as well as national and international legislation against smuggling and trafficking in human beings, and that concerning immigration and the regularity of the stay of third-Country nationals. Eni reserves the right to carry out checks and audits if it becomes aware of circumstantial information from which it can reasonably infer that the provisions contained in this point have been violated. For this purpose, Partner agrees to provide Eni with all information related to the execution of the Contract in the manner agreed to by the Parties; e) undertakes to make available to its employees and third parties a grievance and redress mechanism in line with relevant international standards and to promptly notify Eni of any communications concerning or related to the performance of this Contract and to update Eni of the manner in which such notice and redress, if any, is handled; f) undertakes to promptly notify Eni of any suspected or ascertained violations of Human Rights of which it becomes aware and, in any event, make itself available for any verifications by Eni.

The Parties agree that in the event of any failure by Partner to comply with the declarations, warranties, and obligations set out in this clause, obtained by any means, including means of communication, including formal acts of judicial authority, the Eni may temporarily suspend the Contract and give written notice to the defaulting Party to perform such obligations within 30 days of receipt of such notice, where there is a reasonable expectation that such failure may be remedied within such period. If this period expires unsuccessfully, or if there is no reasonable expectation of a remedy, Eni shall be entitled to terminate the Contract in accordance with the law, subject to a specific declaration to be notified to Partner. In any case, Partner shall hold Eni harmless from any and all loss or damage suffered by the latter and against any actions by third parties arising from or consequent to the failure to comply, even partially, with the declarations, warranties, and obligations referred to in this clause.

## 22. Other

Amendments and additions to this contract must be in writing. This also applies to the waiver of the written form requirement.

Should one or more provisions of this Contract be invalid or impracticable, this will not impair the validity of the remaining provisions. In this case, the parties undertake to replace the invalid or impracticable provision by such a provision as most closely approximates to what was intended and the commercial goal of the contract. The same will apply to any omissions in the contract.