

## 1. Scope of Application

- 1.1. Unless otherwise agreed between the Parties, these General Terms and Conditions for the provision of services (hereinafter referred to as the "General Terms and Conditions"), together with the Annexes and the service order issued by **Sasol Italy S.p.A.** (hereinafter referred to as the "Client" or "Sasol") shall jointly govern the contractual relationship between the Client and the **contractor** (hereinafter referred to as the "Contractor") for the provision of the services subject to the order.
- 1.2. By accepting the service order (hereinafter the "Order/s" or "Service Order"), the Contractor fully and unconditionally adheres to these General Terms and Conditions and agrees that the provision of the services (hereinafter the "Service/s") shall be governed exclusively by these terms. In the event of any conflict between these General Terms and Conditions and the documentation containing specific provisions relating to the Services and/or the Annexes, these General Terms and Conditions shall prevail, unless the Parties have expressly agreed otherwise in writing.
- 1.3. By signing these General Terms and Conditions, the Contractor waives the application of its own general terms and conditions or any specific conditions, which shall have no effect between the Parties with regard to the performance of the Services.
- 1.4. These General Terms and Conditions shall apply to all future contractual relationships between the Parties unless expressly modified or revoked in writing by the Client. Any amendments to these General Terms and Conditions shall only be valid if agreed in writing by the Parties.
- 1.5. Only Orders issued or confirmed in writing shall be legally binding between the Parties, as shall any subsequent written agreements or amendments to these General Terms and Conditions.
- 1.6. The Client reserves the right to request modifications to the subject matter of the Order even after its acceptance, provided such modifications are acceptable to the Contractor. Should the Parties fail to reach an agreement, the Client shall have the right to terminate the contractual relationship.
- 1.7. The Contractor declares to have the necessary machinery, equipment, qualified personnel, as well as the technical and financial capability required to ensure the execution of the Services covered by the Orders, by adequately organizing the necessary resources and assuming all responsibilities and risks related to the performance of the Services.
- 1.8. The Contractor declares to possess all authorizations and licenses required by the applicable laws and competent authorities to conduct its business activities and undertakes to operate in continuous compliance with such laws and regulations.
- 1.9. The Client is not under any obligation to issue a minimum number of Orders and does not grant the Contractor any exclusive rights.

## 2. Definitions

- 2.1. For the purposes of these General Terms and Conditions for the provision of services, the following terms shall have the meanings set forth below:
- 2.2. "Contract" means these General Terms and Conditions together with the Order and any Annexes thereto, all of which form an integral and substantive part hereof;
- 2.3. "Force Majeure" means solely those events which are unforeseen, unpredictable, and cannot be overcome with reasonable diligence, beyond any reasonable control, that prevent the execution of the Order, including but not limited to, nationwide strikes, earthquakes, floods, explosions, epidemics and similar events;
- 2.4. "Applicable Law" means any law, regulation, rule, order, guideline, instruction or decision issued by the competent regulatory, judicial, or governmental authorities applicable to the Services and/or to the Contractor, including but not limited to environmental laws, personal data protection legislation, privacy and confidentiality rules, applicable laws on occupational health, hygiene and safety, and anti-corruption regulations;
- 2.5. "Service Order" means the written communication, including relevant annexes, issued by the Client to the Contractor requesting the provision of Services, specifying—among other things—a detailed description of the required Services (with reference, if necessary, to technical annexes or documents), timelines, the Price, payment terms, and all other information relevant to the performance of the Services, all in accordance with these General Terms and Conditions for Service Contracts;
- 2.6. "Party" means each of the Client and the Contractor individually, and

"Parties" means both collectively;

- 2.7. "Price" means the amount specified in the Service Order to be paid by the Client to the Contractor as established under these General Terms and Conditions for Service Contracts;
- 2.8. "Place of Service" means the Client's premises and/or the Contractor's premises and/or any other location mutually agreed in writing by the Parties, as specified in the Service Order;
- 2.9. "Services" means the services described in the Service Order and/or its Annexes to be provided by the Contractor to the Client in compliance with these General Terms and Conditions;
- 2.10. Unless otherwise agreed between the Parties, any reference to "day," "week," or "month" shall mean calendar day, week, or month, respectively.
- 2.11. For the purposes of these General Terms and Conditions, any communications exchanged between the Parties by letter, fax, e-mail or any other form of written commercial correspondence shall be deemed made in writing.

## 3. Service Order

- 3.1. The Service Order, once issued by the Client (also electronically), shall be deemed accepted by the Contractor if the latter: (a) does not raise any written objection and commences its execution, thereby fully accepting these General Terms and Conditions and making any general terms and conditions of the Contractor ineffective, or (b) returns to the Client a duly signed copy of the Service Order as a sign of acceptance. Upon such acceptance, the Service Order, together with these General Terms and Conditions and any other document, shall become a binding contract between the Parties.
- 3.2. Should the Contractor object to the Service Order or propose different or additional terms, the Service Order shall only become binding between the Parties if and when both Parties have expressed their mutual written agreement on its content. Without prejudice to the above, the Client reserves the right to revoke or cancel the Service Order without any charge or liability until such time as the Contractor has duly accepted the Service Order, irrespective of whether the Contractor has already commenced execution of the Service Order.

## 4. Subject Matter

- 4.1. The Client entrusts the Contractor, who accepts without reservation, with the execution of the Service described in the Order and in Annex, to be performed in compliance with applicable laws and regulations, within the agreed terms, and in accordance with the provisions set forth in these General Terms and Conditions.
- 4.2. The Contractor declares to be fully aware of, to have assessed and included in the prices and/or rates specified in the Order, all fiscal, tax, customs, logistical, and environmental costs relating to the execution of the Service. The Contractor undertakes to complete the Service in a workmanlike manner and in accordance with the modalities and conditions agreed upon.
- 4.3. The Contractor acknowledges that the terms and modalities of performance of the Service established by the Parties are to be considered essential. Any delays in the performance of the required activities, not resulting from agreements or requests made by the Client, shall be subject to the application of penalties, if provided for in the Service Order.

## 5. Price and Payment Terms

- 5.1. Unless otherwise specified and approved in writing by the Client, the Price indicated in the Order shall be fixed and not subject to review or adjustment.
- 5.2. Unless otherwise stated in the Order, the Price shall be deemed to include all charges and expenses relating to the performance of the Service, including but not limited to: (i) any warranties provided by the manufacturer, supplier, or third parties engaged, (ii) transport and delivery costs, (iii) safety-related charges, (iv) expenses for wages, contributions, taxes, social security, and insurance, as well as (v) any other indemnities and costs necessary for the execution of the Service.
- 5.3. The invoices relating to the remuneration shall be issued by the Contractor only after the Service has been accepted by the Client, in accordance with the terms set forth in the Order. The invoices shall state the Order number and clearly indicate the amount corresponding to the Service provided.
- 5.4. The Contractor acknowledges and accepts to bear the entire risk regarding any potential increase in the cost of the Services due to any cause, including extraordinary and unforeseeable events, and

therefore waives the application of Article 1467 of the Italian Civil Code relating to contract review for excessive onerousness.

- 5.5. Consequently, the contractual consideration shall not be subject to changes or increases due to incomplete or incorrect assessments by the Contractor in determining the discount rate, nor regarding the assessment of safety-related charges, which have been verified and accepted by the Contractor. The Contractor has carried out the necessary inspections and verifications of the project documentation underlying the contractual consideration, fully accepting its contents.
- 5.6. The Contractor declares to have verified the types and quantities of work required to properly perform the Services based on the project documentation and accurate site inspections. Therefore, the Contractor shall not be entitled to claim additional compensation even if, during execution, additional work requirements emerge compared to those foreseen in the projects.
- 5.7. The Contractor confirms to be fully aware of the conditions, obligations, charges, methods, and technical specifications relating to the execution of the Order and to have accepted the contractual consideration as adequate and remunerative in all respects.
- 5.8. The Client undertakes to pay the Price of each Service within the payment term established in the Order, provided that the invoice has been accepted by the Client. The Contractor acknowledges that its right to receive payment arises only following the acceptance of the Services by the Client, under the terms and conditions set out in Article 7 of these General Terms and Conditions.

## 6. Audits

- 6.1. The Client may at any time carry out audits of the performance, objectives and technical, economic and qualitative characteristics relating to the Service. The Contractor undertakes to cooperate in order to enable such audits to be carried out.
- 6.2. The Contractor shall provide, at no additional cost to the Client, remedy any defects or non-conformities found during the audits in accordance with the repair times agreed between the parties or, failing that, in the shortest possible time.
- 6.3. Should the audits reveal serious breaches, the Client shall have the right to terminate the contractual relationship by law pursuant to Article 1456 of the Italian Civil Code, without prejudice to the application of penalties.
- 6.4. In no case shall the exercise or non-exercise of this right by the Client release the Contractor from the liabilities and obligations arising under these General Terms and Conditions and/or the Order.

## 7. Acceptance of Services

Within fifteen (15) calendar days from receipt of the notice of completion of the Service, the Client, upon verifying the Service, shall notify the Contractor of its acceptance or the reasons for the non-acceptance of the Service. It is understood that such acceptance by the Client shall not affect the Contractor's liability for any non-conformities and/or defects in the Services.

## 8. Guarantees

- 8.1. The Contractor is required to perform all services in a workmanlike manner, in full compliance with applicable laws and regulations and in accordance with the terms, conditions, and requirements set forth in these General Terms and Conditions, the Order, and the related annexes.
- 8.2. The Contractor undertakes to comply, in the execution of the contractual obligations, with all applicable legislative and regulatory provisions, whether of a general nature or specific to the sector to which the Service covered by the Order pertains.
- 8.3. The Contractor shall be responsible for verifying the conformity of the Service and for providing all necessary tools and methods, including related documentation, aimed at ensuring high levels of Service quality, including aspects concerning safety and confidentiality.
- 8.4. The Contractor warrants that the Service shall be free from defects and non-conformities for a period of twelve (12) months from the date of its completion. During this period, the Contractor undertakes, at its own care and expense, to promptly remedy any defect or non-conformity identified, even upon simple request by the Client. This warranty obligation shall be without prejudice to the Client's right to claim compensation for any damages arising from or otherwise related to such defects or non-conformities.

## 9. Health, Safety and Environment

- 9.1. During the execution of the Service, the Contractor shall be responsible for ensuring, for its own employees and subcontractors (subject to the Client's prior authorization), the safety and hygiene of the workplace and environment. The Contractor shall safeguard the health and safety of its employees, those of its subcontractors, and any other third parties from all hazards related to the execution of the Service. All tools, equipment, installations, and other items used by the Contractor, as well as the practices followed in performing the Service, shall be considered part of the working environment.
- 9.2. As minimum health and safety requirements, the Contractor shall be responsible for ensuring that the Service is provided in full compliance with the applicable laws and regulations on health and safety in the workplace and environmental protection from pollution, as well as with the Client's health and safety policies and any specific requirements of the work site.
- 9.3. In the event of non-compliance with the provisions of this clause, the Client shall have the right to immediately terminate the contractual relationship by giving simple notice to the Contractor pursuant to Article 1456 of the Italian Civil Code.
- 9.4. In the case of Services falling within the scope of Title I of Legislative Decree No. 81/08, for which the Client has provided the Contractor with, and the Contractor has accepted, the Interference Risk Assessment Document (DUVRI), the consideration for this contractual relationship shall be deemed to include the costs of the measures adopted to eliminate or, where this is not possible, to minimize the health and safety risks arising from interference of activities.
- 9.5. In accordance with applicable workplace safety regulations, the costs relating to safety measures aimed at eliminating or, if not possible, minimizing risks deriving from possible interferences in the performance of the Service, have been estimated by the Contractor based on the aforementioned DUVRI indicated in the Order. The value of such costs shall be specified in the Service Order and added to the total consideration. Such costs have not been subject to negotiation.
- 9.6. In the case of Services to be performed in compliance with Presidential Decree No. 177 of 14 September 2011 – suspected contaminated or confined environments:
- 9.7. The Contractor undertakes to comply with all provisions set forth in Presidential Decree No. 177 of 14 September 2011 in performing the activities under the contractual relationship. In particular:
  - a) full application of the current provisions regarding risk assessment, health surveillance, and emergency management measures;
  - b) full and binding application of paragraph 2 of Article 21 of Legislative Decree 9 April 2008, No. 81, as amended ("Legislative Decree 81/2008"), in the case of family businesses and self-employed workers;
  - c) presence of personnel, in a percentage of no less than 30 percent of the workforce, in the case of companies with at least three years of experience in work in suspected contaminated or confined environments, pursuant to Articles 66 and 121 of Legislative Decree 81/2008, hired under a permanent employment contract or under other types of contract or subcontract duly certified pursuant to Title VIII, Chapter I of Legislative Decree 10 September 2003, No. 276, as amended ("Legislative Decree 276/2003"); workers performing supervisory functions must in any case have such qualified experience;
  - d) provision of specific information and training to all personnel employed in activities carried out in suspected contaminated or confined environments, aimed at knowledge of the specific risk factors of such activities, with verification of learning and updates;
  - e) possession of appropriate personal protective equipment, instruments, and work equipment suitable for preventing the risks inherent in activities carried out in suspected contaminated or confined environments, and provision of training on the correct use of such equipment and instruments, in accordance with the provisions of Articles 66 and 121 and Annex IV, point 3, of Legislative Decree 81/2008;
  - f) provision of training to all personnel involved in activities carried out in suspected contaminated or confined environments regarding the application of safety procedures consistent with the provisions of Articles 66 and 121 and Annex IV, point 3, of Legislative Decree 81/2008;
  - g) compliance with current provisions, where applicable, regarding the Single Document of Social Security Contributions (DURC);
  - h) full application of the economic and regulatory part of the sector's

collective labor agreements, including payment of contributions to any relevant bilateral entity, where the provision is of a remunerative nature, with reference to national sectoral collective agreements signed by the most representative employers' and workers' organizations at the national level.

## 10. Liability

- 10.1. The Contractor undertakes to indemnify and hold the Client harmless from any claim, including by way of joint and several liability, that may be made against the Client by the Contractor's employees engaged in the performance of the commissioned Service, arising out of the services rendered in this context.
- 10.2. The Contractor undertakes to indemnify and hold the Client harmless from any claims which, even after the termination of the effectiveness of these General Terms and Conditions and the Order, may be brought—within the limits set forth by applicable law—against the Client by INPS (National Social Security Institute) or INAIL (National Institute for Insurance against Accidents at Work) in relation to remuneration and social security obligations concerning the Contractor's employees for the services performed in the execution of the Service commissioned under these General Terms and Conditions and the Order.
- 10.3. The Contractor shall be required to provide the Client, in accordance with applicable law and for the purpose of certifying the payment of social security, insurance, and tax contributions as well as compliance with the applicable National Collective Labour Agreement (CCNL) concerning the remuneration of its personnel employed in the performance of the Service, with the following documents:
  - Documentation;
  - A valid Social Security Compliance Certificate (DURC);
  - A declaration confirming that the payments indicated in the DURC also refer to the workers engaged in the performance of the commissioned Service;
  - A copy of the latest available F24 tax payment form in accordance with the applicable legislation;
  - A monthly copy of the individual Uniemens report, referring to each worker employed in the performance of the commissioned Service.
  - The Client reserves the right to suspend payment of the amounts due to the Contractor until the above-mentioned documentation is provided by the Contractor.
- 10.4. The Client reserves the right, at its sole and unquestionable discretion and at any time during the execution of the Order, to request from the Contractor, without any formalities, any additional documentation necessary to demonstrate compliance with regulations on safety, social security contribution regularity, and payment of tax withholdings and social security and insurance contributions, including but not limited to:
  - The amount of wages paid to each worker, the applicable contribution rate, and the related social security contributions paid;
  - A copy of the single employment ledger and accident register, and in addition, a copy of the current National Collective Labour Agreement (CCNL);
  - Original pay slips duly signed as paid;
  - A copy of the notification sent to the Provincial Employment Centre;
  - R.C.O. (Employer's Liability Insurance) and R.C.T. (Third Party Liability Insurance) policies.

## 11. Contractor's Obligations

- 11.1. The Contractor shall bear all burdens and risks related to the performance of the activities and the Service subject to the Order, as well as any activities necessary for the activation and performance thereof or otherwise appropriate for the correct and complete fulfillment of the obligations provided for.
- 11.2. The Contractor undertakes to perform all the Services in compliance with the applicable laws and regulations and in accordance with the conditions, methods, terms, and requirements set forth in the General Terms and Conditions, the Order, and its annexes.
- 11.3. The Contractor expressly agrees to:
  - a) Provide all the tools and methods, including the relevant documentation, to enable Sasol to monitor the compliance of the Service with the standards set out in the Contract;
  - b) Put in place all the tools and methods to ensure a high

levels of Service, including those related to security and confidentiality;

c) in the performance of its services and obligations, comply with all operational, guidance and control instructions prepared and communicated by Sasol for this purpose; and

d) indemnify and hold harmless Sasol from all consequences arising from any failure to comply with applicable technical, safety, hygiene, and health regulations.

11.3. The Contractor undertakes to comply with all instructions related to contractual execution that may be issued by the Client. The Contractor shall immediately notify Sasol of any circumstance that may affect the performance of the activities pursuant to the Order;

11.4. The Contractor expressly undertakes to indemnify and hold harmless the Client from all consequences arising from any failure to comply with the provisions of Article 11.3, including, but not limited to, those resulting from accidents and damages caused to the Client or third parties in relation to non-compliance with applicable technical, safety, and hygiene standards.

## 12. Bank Guarantees

- 12.1. If requested by the Client, as security for the correct and timely fulfillment of contractual obligations, the Contractor shall provide, at its own expense, an appropriate guarantee in favor of Sasol. Such guarantee may be provided in the form of a surety bond, as per the following paragraph.
- 12.2. The surety bond shall remain valid until full compliance with the obligations incumbent upon the Contractor under the contractual relationship and shall contain a waiver of the benefit of prior enforcement against the principal debtor. The guarantee shall also expressly provide that the guaranteed sums shall be payable upon simple and indisputable demand by Sasol, without the possibility to raise objections of any kind or require proof or documentation of the default giving rise to the enforcement, even in cases of objections or disputes by the Contractor or pending proceedings before the Judicial Authority.
- 12.3. The Contractor is obliged to reinstate the amount guaranteed by the surety in the event of total or partial enforcement of Sasol during the period of validity of the surety.
- 12.4. The provision of the guarantee pursuant to this article shall not limit the obligation of the Contractor to provide full compensation for the damage regardless, even if it is of a value higher than the amount guaranteed.

## 13. Compliance with Labour and Insurance Regulations

- 13.1. The Contractor warrants that it complies, and shall continue to comply, with all applicable laws and regulations, as well as collective labour agreements, including but not limited to provisions relating to health and safety at work, welfare, insurance, social security, and tax obligations with respect to its employees. The Contractor undertakes to apply to its personnel employment terms and conditions, both legal and financial, not less favourable than those required by applicable law. In the event of any subcontracting, the Contractor shall ensure that the same obligations are observed by its subcontractors, for whom the Contractor shall remain fully liable.
- 13.2. The Contractor further undertakes to indemnify and hold harmless the Client against any claims by third parties, including the Contractor's own employees, as well as by social security and insurance institutions, arising from any non-compliance with the aforementioned regulations. In addition, the Contractor agrees to take out and maintain, with first-class insurance companies, for the entire duration of the contractual relationship and without any deductible, the following additional insurance coverages:
  - a) Professional Liability Insurance covering any damages suffered by the Client, up to a limit of €2,000,000.00 (two million), as a result of errors and/or omissions committed in the performance of the Service under the contractual relationship;
  - b) Accident and Death Insurance for Employees and Personnel, covering accidents and/or death of its personnel occurring in connection with the performance of the Service under the contractual relationship, regardless of the cause of the accident or death, with coverage amounts of not less than five times the annual gross salary (RAL) in the event of death and six times the RAL in the event of permanent disability. This policy shall also cover accidents occurring during transportation of personnel by any means of transport;
  - c) Third-Party Liability Insurance, covering non-contractual liability related to or connected with the activities and services under



this agreement, with coverage of up to €1,500,000.00 (one million five hundred thousand), for damages caused by the Contractor to third parties, including the Client.

- 13.3. Such insurance policies may not be reduced or otherwise modified to the detriment of the requirements set forth in these General Conditions without the prior written approval of the Client. All policies referred to herein shall expressly provide that the insurance companies waive their right of recourse against the Client and any other person for whom the Client may be liable or jointly liable, or with whom the Client has or may enter into an agreement for waiver of recourse. These insurance coverages shall also be provided by any subcontractors in the event of subcontracting.

#### 14. Organisational Model, Code of Conduct and Code of Ethics

- 14.1. The Contractor acknowledges that Sasol has adopted and implements, in accordance with Legislative Decree No. 231 of 8 June 2001, an Organisation, Management and Control Model, as well as a Code of Conduct and a Code of Ethics, representing the set of corporate ethical values which the Contractor recognises, accepts and shares, and the observance of which also helps to prevent the commission of the offences set forth in the aforementioned Decree. These documents are published on the website <https://www.sasol.com/italy/corporate-governance/II-Modello-231>, the indication of which shall be deemed, for all legal purposes, as equivalent to the delivery of the aforementioned documents.
- 14.2. The Contractor declares that it is familiar with and adheres to the principles set forth in the Organisation, Management and Control Model (including its annexes), as well as in the Code of Conduct and the Code of Ethics, also available on the aforementioned website, and undertakes to comply with their contents, principles and procedures and, in general, to refrain from any conduct which could lead to the commission of the crimes referred to in Legislative Decree No. 231/2001 as amended, and described in the aforementioned documents.
- 14.3. In the event of any breach of the provisions of this clause attributable to the Contractor, the Client shall have the right to immediately terminate all negotiations with the Contractor and to terminate for cause all contractual relationships in force with the Contractor, without prior notice. Should any third-party claims be brought against the Client as a result of a breach of this article, the Contractor shall indemnify and hold the Client harmless from all such claims, as well as compensate for any damages arising from or otherwise connected to such breach.

#### 15. Liability for Damages and Indemnity

- 15.1. The Contractor undertakes to indemnify and hold the Client harmless from any charges, costs or damages to persons or property arising from errors or omissions in the performance of the Service pursuant to these General Conditions and the relevant Service Order.
- 15.2. The Client shall not be held liable for any damage that may be caused by the Contractor to its own employees or representatives, or to third parties, during the performance of the Service.
- 15.3. The Contractor assumes full liability for any damage that may be caused to the Client's personnel or property, or to third parties (persons or property), by itself or by its employees or representatives, in connection with the performance of the Order, without any limitation of such liability by reason of any insurance clauses or agreements, and undertakes to indemnify and hold the Client harmless from any third-party claims in this regard.
- 15.4. Without prejudice to the provisions of Article 1229 of the Italian Civil Code, neither Party shall be liable for indirect or consequential damages. In accordance with the express provisions of Article 1229 of the Italian Civil Code, the Parties agree that the limitations of liability set forth in this Article shall not apply in the event of damages caused by willful misconduct (intent) or gross negligence on the part of the Contractor or its employees or agents.
- 15.5. The Contractor shall, in any case, be liable for any accidents and/or damages caused by its personnel, or by the personnel of its subcontractors, or by any temporary or project-based staff engaged by the Contractor.
- 15.6. All expenses and compensation for damages that the Client may be required to pay, or that may arise as a result of the Contractor's incorrect, incomplete or failed performance of its contractual obligations, as well as any fines or penalties for non-compliance with applicable regulations or otherwise, shall be borne exclusively by the

Contractor; the Parties agree that such amounts may be withheld from any payments due to the Contractor, without prejudice to the Client's right to recover any outstanding balance.

- 15.7. Should either Party receive a claim or be subject to legal action brought by any third party (including, but not limited to, employees of the Contractor and/or the Client) for personal injury, death, loss of or damage to property arising from the negligence, gross negligence or willful misconduct of the other Party, the latter shall indemnify and hold harmless the former from any such claims or actions. Should personal injury, death, loss of or damage to property result from the joint negligence, gross negligence or willful misconduct of both the Client and the Contractor, the indemnification obligations of each Party shall be proportionate to its respective degree of negligence, gross negligence or willful misconduct. If one of the Parties is strictly liable under the law, the indemnification obligation of the other Party shall be proportionate to the extent to which its negligence, gross negligence or willful misconduct contributed to the personal injury, death, or loss of or damage to property for which the other Party is strictly liable. For the purposes of these General Conditions, the term "negligence" shall include both negligent acts and omissions.

#### 16. Force Majeure

- 16.1. In the event of a Force Majeure event, the affected Party shall not be held liable for any failure to perform or delay in performing its obligations due to such event.
- 16.2. The occurrence of a Force Majeure event must be promptly notified in writing by the Contractor to the Client within twenty-four (24) hours, specifying the expected duration of such event.
- 16.3. Should the Force Majeure event continue for more than forty-five (45) days, the Client shall have the right to cancel the Purchase Order, without prejudice to the obligation to pay the Price for any Goods delivered and/or Services completed prior to the occurrence of the Force Majeure event and accepted by the Client.
- 16.4. No adjustment or revision of the Price may be claimed by either Party as a result of the occurrence of a Force Majeure event.

#### 17. Termination

- 17.1. In the event of the Contractor's breach, even of a single obligation undertaken under these General Conditions or the relevant Order, which continues for a period exceeding fifteen (15) days despite prior written notice of default, and/or in the event that the Services are performed negligently or unskillfully, Sasol reserves the right to immediately terminate the Order, in whole or in part, by giving written notice.
- 17.2. It is understood that Sasol shall also have the right to terminate the contract by operation of law pursuant to Article 1456 of the Italian Civil Code, without the need to grant a period for performance, by giving notice to the Contractor by registered letter with return receipt or certified email (PEC), in any of the following cases:
- if the required technical and organisational qualifications for the Service are found to be lacking or no longer valid;
  - substantial non-conformities in the Services provided;
  - interruption of the Service, unless the Contractor can prove that the interruption was due to a Force Majeure event;
  - breach of obligations under labour laws regarding welfare, insurance, social security and tax contributions concerning its employees and the resources engaged in the performance of the contract;
  - absence or irregularity of insurance policies;
  - legal actions brought against Sasol for infringement of patent, copyright, trademark or other proprietary rights;
  - failure to comply with the obligations set forth in these General Conditions relating to the processing of personal data, confidentiality, prohibition of contract assignment, Code of Ethics and Model 231.
- 17.3. In any event, Sasol shall retain the right to claim compensation for any additional damages arising from termination for the above reasons.

#### 18. Withdrawal

- 18.1. Sasol shall have the right to unilaterally withdraw from the Order, in whole or in part, at any time and without prior notice, in the following cases:
- a) repeated breaches by the Contractor, even if not serious;
  - b) change of control in the Contractor's corporate structure not communicated to Sasol;

- c) if a petition is filed against the Contractor under bankruptcy law or any other applicable law on insolvency proceedings, proposing dissolution, liquidation, amicable composition, debt restructuring or arrangement with creditors, or in the event a liquidator, trustee, receiver or person with similar functions is appointed who takes possession of the Contractor's assets or is entrusted with the management of the Contractor's business;
- d) any other circumstance that undermines the relationship of trust underlying the contractual relationship.
- 18.2. In the cases set forth in the preceding paragraph, the Contractor shall be entitled to payment for the services duly and properly performed, according to the price and conditions set forth in the Order, and expressly waives, as of now, any further claim, including for compensation, as well as any additional fee and/or indemnity and/or reimbursement, even by way of derogation from Article 1671 of the Italian Civil Code.
- 18.3. Sasol may also withdraw from this contractual relationship for any reason, exercising the right under Article 1671 of the Italian Civil Code, by giving the Contractor at least thirty (30) calendar days' prior written notice by registered letter with return receipt or certified email (PEC), provided that Sasol indemnifies the Contractor for the costs incurred and for the services properly performed up to the effective date of withdrawal.
- 18.4. It is understood that, in the event of termination of the contract for any reason whatsoever, the Contractor shall provide its fullest cooperation, including technical assistance, in order to ensure continuity in the provision of the Service covered by the contractual relationship.
- 19. Safeguard Clause**
- In the event of any dispute arising between the Parties for any reason whatsoever, the Contractor may not in any way suspend performance of the Services, unless otherwise instructed by the Client. Failure by the Contractor to comply with this obligation shall constitute a breach of these General Conditions.
- 20. Assignment and Subcontracting**
- 20.1. The Contractor is strictly prohibited from assigning this Contract, in whole or in part, under any title whatsoever, under penalty of nullity of the assignment itself. The assignment of receivables arising from this Contract is also prohibited, unless expressly authorized in writing by Sasol.
- 20.2. In the event of a breach by the Contractor of the obligations set forth in this Article, Sasol shall have the right, without prejudice to its right to claim damages, to declare the Contract automatically terminated.
- 20.3. 1.3. The Contractor shall not subcontract the whole or any part of the Service to third parties without the prior written approval of the Client. Such request must be submitted well in advance of the start date of the subcontracted Services and must include all necessary information to enable the Client to carry out the appropriate assessments. By way of example but not limited to, the required information includes: valid DURC (Single Document of Contribution Regularity), Chamber of Commerce Certificate, Third-Party and Employer's Liability Insurance Policies, and, if applicable to the Service, the Declaration of qualification of the company operating in environments suspected of pollution or confined spaces pursuant to Presidential Decree No. 177 of 14 September 2011 as amended, along with the relevant supporting documents.
- 20.4. In any case, it is understood that the Client's authorization shall not release the Contractor from any of its obligations under the Contract. The Contractor shall remain liable to the Client for the services performed by its subcontractors to the same extent as for services performed directly by the Contractor. The Contractor shall ensure that its agreements with subcontractors include provisions that are consistent with, and as binding as, the terms and conditions of this Contract.
- 21. Confidentiality**
- 21.1. The Contractor undertakes to maintain the confidentiality of all data and information, including those processed through data processing equipment, that it may acquire or otherwise become aware of, not to disclose such data and information in any way or form, and not to use them for any purpose other than as strictly necessary for the performance of the Contract and, in any event, for a period of five years after the termination or expiration of the contractual relationship.
- 21.2. The obligation under the preceding paragraph shall also apply to all original materials or materials prepared in performance of the Contract; this obligation shall not apply to data and information that are or become part of the public domain.
- 21.3. The Contractor shall be responsible for ensuring that its employees, consultants, and collaborators, as well as any subcontractors and their respective employees, consultants, and collaborators, fully comply with the above confidentiality obligations.
- 21.4. In the event of a breach of the confidentiality obligations, Sasol shall be entitled to declare the Contract automatically terminated, without prejudice to the Contractor's obligation to compensate Sasol for all damages that may result therefrom.
- 22. Intellectual Property**
- 22.1. The Contractor shall assume full liability for the use of devices or the adoption of technical or other solutions that infringe patents, copyrights, or third-party proprietary rights in general; accordingly, the Contractor undertakes to indemnify and hold harmless Sasol, to the extent applicable, against any claims that third parties may raise in relation to proprietary rights asserted by such third parties in connection with the performance of the Service.
- 22.2. Should any legal action be brought against Sasol by third parties claiming rights over the contractual services, the Contractor shall bear all related costs and expenses, including any defense costs incurred. In such an event, Sasol shall promptly inform the Contractor in writing regarding such legal proceedings.
- 22.3. In the event of legal proceedings concerning the violations referred to in the previous paragraph, without prejudice to Sasol's right to claim damages if the asserted claim proves to be well-founded, Sasol shall have the right to declare the Contract automatically terminated and to recover and/or reclaim the amounts paid, less a fair consideration for the Services rendered.
- 23. Personal Data Protection**
- 23.1. The Parties declare that, prior to the signing of this Contract and orally, they have provided each other with the information required under Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, concerning the processing of personal data provided for the signing and execution of this Order, and that they are aware of the rights to which they are entitled under said Regulation.
- 23.2. The Parties undertake to process data in accordance with the principles of fairness, lawfulness, and transparency, in full compliance with Regulation (EU) 2016/679, with particular regard to the minimum security measures to be adopted.
- 23.3. The Parties also undertake to process personal data in full compliance with the applicable laws and regulations on personal data protection (including – in addition to Legislative Decree 196/03 as amended – any other measures, official communications, general authorizations, and decisions issued by the Italian Data Protection Authority), with special attention to the adoption of the security measures required by the aforementioned Regulation.
- 24. General Provisions**
- 24.1. The failure by either Party to exercise any right granted under these General Terms and Conditions and/or the Order and/or by law shall not constitute, nor be construed as, a waiver of such right.
- 24.2. Survival: Any provision of these General Terms and Conditions which by its nature extends beyond the termination or expiration of these General Terms and Conditions or the cancellation or termination for any reason of the Order shall remain in effect until fulfilled, including but not limited to the provisions set forth in paragraphs 14, 15, 20, 21, 22, and 24 of these General Terms and Conditions.
- 24.3. The Order and these General Terms and Conditions, together with any other documents attached or incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, statements, communications, writings, and agreements (whether written or oral) between the Parties regarding the subject matter hereof, without prejudice to any accrued rights of the Parties. No amendment or modification to the Order or these General Terms and Conditions shall be valid unless made in writing and signed by both the Client and the Contractor.
- 24.4. The Parties are independent contractors. Nothing contained in these General Terms and Conditions shall constitute or be construed as creating any association, joint venture, employment, or agency

relationship between the Parties; no employee, collaborator, agent, or consultant of the Contractor shall be deemed to be an employee of the Client.

- 24.5. Should any provision of these General Terms and Conditions or the Order be held to be invalid or unenforceable for any reason provided by law, such provision shall be deemed omitted, and the validity and enforceability of the remaining provisions of these General Terms and Conditions or the Order shall not be affected, it being understood that the Parties shall undertake to replace any invalid provisions with others that are as close as possible in meaning.

## **25. Governing Law and Jurisdiction**

- 25.1. These General Terms and Conditions, as well as the Orders and any other related agreements, shall be governed by and construed in accordance with Italian law.
- 25.2. Without prejudice to any mandatory legal provisions, any dispute concerning the validity, interpretation, performance, or termination of these General Terms and Conditions and the related Orders shall be subject to the exclusive jurisdiction of the Court of Milan..

Place and Date:

**Contractor**, for acceptance.

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Contractor expressly approves, after careful reading, the provisions set forth in Articles 3 (Service Order), 6 (Inspections and Controls by the Client), 7 (Acceptance of the Services), 8 (Contractor's Warranties), 15 (Liability for Damages and Indemnity), 17 (Termination), 18 (Withdrawal), 19 (Hardship Clause), 20 (Assignment and Subcontracting), 24 (General Provisions), and 25 (Governing Law and Jurisdiction).

**Contractor**, for acceptance

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Place and Date:

## Annex 1

### Information to customers and suppliers Art. 13 EU Regulation 679/2016

In consideration of the provisions of the EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data, Sasol Italy informs that the personal data provided, will be processed in accordance with the legislative provisions of the aforementioned Regulation and the confidentiality obligations provided therein. The processing of personal data, therefore, will be based on the principles of correctness, lawfulness, transparency, purpose limitation and storage, minimisation and accuracy, integrity and confidentiality, as well as on the principle of accountability set out in Article 5 of the Regulation.

### Data controller

The data controller is Sasol Italy S.p.A. with registered office in Viale Enrico Forlanini 23, 20134 Milan. Contact PEC address [sasol.italy@sasolitaly.telecompost.it](mailto:sasol.italy@sasolitaly.telecompost.it) and contact email [privacy@sasol.com](mailto:privacy@sasol.com)

### Subject and purpose of processing

The processing of personal data is based on the following legal bases:

- necessity of the processing for the purpose of entering into and performing the contract, or for the purpose of executing pre-contractual measures taken at the request of the data subject (Art. 6(1)(b) GDPR);
- necessity of the processing in order to comply with legal obligations to which the data controller is subject (Art. 6(1)(c) GDPR); e.g. compliance with legal obligations, regulations, contractual obligations, execution of judicial or administrative authority orders;
- exercise the rights of the Controller, such as the right of defence in court.

### Data retention period

The data controller retains the personal data of the data subject for as long as it is necessary or permitted in the light of the purposes for which the personal data were obtained.

The criteria used to determine retention periods are based on:

- duration of the contractual relationship;
- legal obligations incumbent on the data controller, with particular reference to tax and fiscal matters;
- necessity or desirability of storage, for the defence of the rights of the data controller;
- general provisions on the limitation of rights.

Personal data are stored for the duration of the contractual relationship and for ten years after the termination of the contractual relationship.

### Data Transfer

The management and storage of personal data will take place on servers located within the European Union of the Data Controller and/or of third party companies appointed and duly appointed as Data Processors. The communication or transmission of data to non-European countries will only take place to the extent that it is necessary for the purposes mentioned in this information notice, safeguarding the principles of equivalence and adequacy, giving prior notice to the party concerned. The Data Controller assures as of now that the transfer of data outside the EU will take place in compliance with the applicable legal provisions by concluding, if necessary, agreements that guarantee an adequate level of protection and/or by adopting the standard contractual clauses provided for by the European Commission.

### Rights of data subjects

With regard to the data subject to processing as set out in this information notice, the data subject has the right at any time to:

- Access to data (Art. 15 EU Regulation No. 2016/679);
- Rectification of data (Art. 16 EU Regulation No. 2016/679);
- Deletion of data (Art. 17 EU Regulation No. 2016/679);
- Limitation of data processing (Art. 18 EU Regulation No. 2016/679);
- Data portability, understood as the right to obtain from the data controller the data in a commonly used, machine-readable structured format for transmission to another data controller without hindrance (Art. 20 EU Regulation No. 2016/679);
- Objection to processing (Art. 21 EU Regulation No. 2016/679);
- Withdrawal of consent to processing, without prejudice to the lawfulness of the processing based on the consent acquired before the withdrawal (Art. 7(3) EU Regulation No. 2016/679);
- To lodge a complaint with the Data Protection Authority (Art. 51 EU Regulation No. 2016/679).

The aforementioned rights may be exercised by written communication to be sent by PEC to [sasol.italy@sasolitaly.telecompost.it](mailto:sasol.italy@sasolitaly.telecompost.it), or by e-mail to [privacy@sasol.com](mailto:privacy@sasol.com) or by registered letter with return receipt to Sasol Italy, Viale Enrico Forlanini 23, 20134 Milan (MI).