

## 1. Scope of application

- 1.1 Unless otherwise agreed between the Parties, these general conditions apply to and exclusively regulate the purchase, by Sasol Italy S.p.A. (hereinafter, the "Company"), of Goods and/or Services (as defined below) supplied by third parties (hereinafter, the "Supplier") in execution of the Purchase Orders (as defined below) issued from time to time by the Company.
- 1.2 By accepting the Purchase Order or the supply of the Goods and/or Services, the Supplier unreservedly adheres to these general conditions and accepts that the supply of the Goods and/or Services shall be subject exclusively to the discipline of these general conditions, it being understood that any amendment or addition as well as any condition of sale of the Supplier that differs, in whole or in part, from these general conditions shall only be valid if specifically approved in writing by the Company.
- 1.3 These general terms and conditions shall apply to all future contractual relationships between the parties until express notice of amendment or revocation is given by the Company. Any changes to the terms of these general conditions shall only apply if expressly agreed in writing.
- 1.4 Only Purchase Orders issued or confirmed in writing shall be deemed legally binding between the Parties, as any written agreement or subsequent amendment of these general terms and conditions.
- 1.5 The Company reserves the right to request changes to the subject matter of the Purchase Order even after its acceptance, insofar as this is acceptable to the Supplier. In the event of failure to reach agreement between the Parties, the Company reserves the right to terminate the Purchase Order .
- 1.6 In the event of any discrepancy between the conditions set forth in the Purchase Order and these general conditions, the former shall prevail.

## 2. Definitions

2.1 For the purposes of these General Terms and Conditions, the following definitions shall have the meanings respectively ascribed to them below:

- "Goods" means finished products, also of common use, as well as goods, semi-finished products, raw materials, equipment, machinery and/or auxiliary products expressly indicated in the relevant Purchase Order, to be supplied by the Supplier to the Company in accordance with these general conditions;
- "Delivery Date" means the date specifically indicated in the Purchase Order for completion of the Services or delivery of the Goods or, in case of supply of both Goods and Services, the later of the date between the completion of the Services and the date of delivery of the Goods;
- "Force Majeure" means exclusively those unforeseeable and unforeseeable events, not surmountable by due diligence and beyond reasonable control, which prevent the execution of the Purchase Order, including but not limited to nationwide strikes, earthquakes, floods, explosions, epidemics and the like;
- "Applicable law" means any law, rule, regulation, order, guideline, instruction or decision issued by the competent regulatory, judicial or governmental authorities, applicable to the Goods and/or Services and/or the Supplier, including, but not limited to, legislation on trade, import, export and transit of the Goods, environmental legislation and legislation on the protection of personal data, privacy and confidentiality, legislation on hygiene, safety and health at work, anti-corruption legislation;
- "Purchase Order" means the written communication, including the relevant attachments, sent by the Company to the Supplier, concerning the request for the supply of Goods and/or Services, indicating - among other things - the detailed description of the Goods and/or Services requested (with reference, if necessary, to attachments or technical documents) the Date of Supply, place of supply and relevant timings, the Price and terms of payment, the mode of transport and type of packaging (if special) and, more generally, any other information pertaining to the supply of the Goods and/or Services, all in accordance with these general

conditions;

- "Party" means, each and severally, the Company and the Supplier, and "Parties" means, jointly, the Company and the Supplier;
  - "Price" means the price specifically stated in the Purchase Order, to be paid by the Company to the Supplier in accordance with these general conditions;
  - "Place of Performance of the Services" means the registered office of the Company and/or the registered office of the Supplier and/or such other place agreed upon in writing between the Parties, as indicated in the Purchase Order;
  - "Services" means the services described in the Purchase Order and/or its Annex, to be provided by the Supplier to the Company in accordance with these general conditions;
  - "Site of Manufacture" means the site of the supplier of production of the Goods.
- 2.2 Unless otherwise agreed between the Parties, references to "day", "week" or "month" shall be understood as referring to the calendar day, week or month.
- 2.3 For the purposes of these general terms and conditions, communications exchanged between the Parties by letter, fax, e-mail or any other form of written business correspondence shall be deemed to be in writing.

## 3. Purchase Order and Supply

- 3.1. The Purchase Order, once issued by the Company (also in telematic form), shall be deemed accepted by the Supplier if the latter, within 5 days from its receipt: (a) does not object to it in writing and starts to execute it, or (b) returns to the Company a copy of the Purchase Order duly signed as a sign of acceptance. Upon acceptance, the Purchase Order, together with these general conditions and any other document, shall become a binding contract between the Parties.
- 3.2. If the Supplier refuses a Purchase Order or proposes different or additional terms, the Purchase Order shall be deemed binding between the Parties only if and when the Parties express their mutual consent in writing to its content. This shall be without prejudice to the Company's right to revoke or cancel the Purchase Order without any charge or liability on the Company until such time and, in any case, in the event of the Supplier's failure to accept the Purchase Order in a timely manner, regardless of whether the Supplier has already begun to execute the Purchase Order.
- 3.3. The Supplier declares and warrants that it has the knowledge, skills and technical and professional experience necessary for the supply of the Goods and/or the provision of the Services, and that it has the organisation, means and qualified personnel necessary for the execution of these general conditions and the Purchase Order. The Supplier shall supply to the Company the Goods and/or Services indicated in the Purchase Order with the organisation of the necessary means and with management at its own risk, in complete autonomy and without any obligation towards the Company, other than that deriving from the punctual and diligent execution of the Purchase Order and of these general conditions. The Supplier shall be solely responsible for the organisation and coordination of the personnel used by it for the supply of the Goods and/or provision of the Services, and shall exercise powers of direction and supervision over the same personnel.
- 3.4. The Supplier shall obtain and maintain any regulatory authorisations required of it for the production and supply of the Goods and/or Services.
- 3.5. In the case of the supply of Goods, the Supplier may not change the drawings and specifications agreed upon with the Company without the latter's prior written consent, unless such drawings and specifications have been used in the production of goods similar to the Goods, which have been successfully tested on the market.
- 3.6. The Supplier shall provide the Goods requested in suitable packaging, taking into account the nature of the Goods and taking all necessary measures to protect them from weather, loading accidents, shocks, etc., so that such Goods are delivered intact to the place of delivery agreed in the Purchase Order (or to such other place as the Company may approve in writing). The

- packaging shall be marked with the Purchase Order number, the name of the Supplier and the address of the place of delivery. At the same time as supplying the Goods, the Supplier shall deliver to the Company all documentation required by the Applicable Regulations necessary and appropriate for the proper use of the Goods delivered (by way of example only: instruction and operation manuals, installation and assembly manuals, warranty certificates). Instructions for storage, assembly, use and necessary safety devices are provided free of charge. In addition, the Supplier shall, if requested by the Company, provide free of charge and without delay all documents of origin of the goods together with all necessary data and specifically signed required declarations.
- 3.7. In the case of supply of Goods and where necessary in relation to the specific type of the latter, the Supplier shall guarantee the availability of spare parts, tools, materials and equipment suitable and sufficient for the relevant performance in accordance with the provisions of the Purchase Order and/or these general conditions, assuming all liability for any defects or faults of the same. The Supplier shall be responsible for the quality of the aforesaid materials and equipment; in this regard, the Supplier declares and guarantees that the same are of first choice, made in compliance with the Applicable Rules and Regulations (including the rules and regulations on plant safety), are in the best conditions of use and are suitable for the work undertaken. The Company is entitled to carry out checks on their efficiency, with the Supplier having to provide, at its own exclusive expense, for their replacement, repair, upgrading or anything else requested by the Company.
- 3.8. The present general terms and conditions do not entail any commitment on the part of the Company to issue a minimum or predetermined number of Purchase Orders or to order a minimum volume of Goods and/or Services to be supplied from the Supplier. These general conditions do not determine or shall determine any exclusivity obligation in favour of the Supplier and against the Company, unless otherwise agreed in writing.
- 4. Price and method of payment**
- 4.1. Unless otherwise stated and approved in writing by the Company, the Price stated in the Purchase Order is fixed and invariable, not subject to amendment or adjustment.
- 4.2. Unless otherwise specified in the Purchase Order, the Price shall be deemed to include all costs, taxes (except V.A.T.), expenses, charges and any additional work necessary for the complete execution of the supply of the Goods (including the costs of packaging, packing, shipping and delivery thereof) and/or the Services. No additional costs shall therefore be paid to the Supplier, except with the prior written approval of the Company. The Supplier shall in any event indemnify the Company against any liability and consequential costs or expenses incurred or to be incurred by the Company in this respect.
- 4.3. All deliveries must be notified to the Company immediately after shipment by means of a shipment notice stating the exact type, quantity and weight. Shipping notices, packing slips, invoices and all correspondence must include the Purchase Order number and/or the Company's instructions.
- 4.4. Regulations concerning the transport of dangerous materials must be observed; in particular, hazardous goods must be marked as such.
- 4.5. The Supplier assumes responsibility for delivering the goods to the place indicated by the Company.
- 4.6. Unless otherwise specified in the Purchase Order, the Company shall pay the Price for each supply within sixty (60) days from the date of receipt of the invoice accepted by the Company. All invoices shall include the Purchase Order number and contain a clear indication of the amount to which they relate. The Supplier acknowledges that its right to receive the Price shall accrue only upon acceptance of the Goods and/or Services by the Company on the terms and in the manner set out in Clause 7 below.
- 4.7. Each invoice must be received by the Company within ninety (90) days from the Delivery Date. The Company shall not be obliged to pay an invoice received after the above mentioned deadline.
- 5. Delivery of Goods - Performance of Services**
- 5.1. The Delivery Date shall be binding on the Supplier. If the Supplier foresees any difficulties that hinder its ability to deliver the Goods and/or complete the Services by the Delivery Date, it shall notify the Company immediately in writing, but this shall in no way exempt the Supplier from its liability under these General Conditions.
- 5.2. In the event of a delay in the delivery of the Goods and/or performance of the Services exceeding ten (10) days, the Company shall be entitled to terminate the Purchase Order with immediate effect, pursuant to and for the purposes of Article 1456 of the Civil Code, by simple notice to the Supplier and to procure the Goods and/or Services elsewhere at the Supplier's expense and risk, without prejudice to the Company's right to compensation for further damages.
- 5.3. Partial deliveries or deliveries are not acceptable, unless otherwise agreed upon in writing between the Parties.
- 5.4. In the event of delivery of Goods in excess of those specified in the Purchase Order, the Company shall immediately notify the Supplier thereof and the Supplier shall collect the excess Goods at its own expense within 10 (ten) working days of receipt of the Company's notification. In any event, it is agreed that the Company shall be free to purchase from the Supplier any or all of the surplus Goods at its discretion, in which case the provisions of these General Conditions shall apply.
- 5.5. Any additional services and/or amendments to the Services carried out by the Supplier without the Company's prior written consent shall not give rise to any claims by the Supplier. In any event, it is understood that the Supplier shall, at the written request of the Company, provide the Company with additional and supplementary Services to those requested in the Purchase Order, subject to agreement on the additions and/or modifications to be made to the Purchase Order as a result of the integration of the Services.
- 6. Audits and controls by the Company**
- Without prejudice to the exclusive responsibility of the Supplier, the Company and its representatives shall be permitted to carry out all type of control and verification on the regular execution by the Supplier of the activities relating to the Products and Services (including inspections at the place of performance of the Services and/or the Manufacturing Site), as well as on the quality of the same. The Supplier undertakes to provide the Company with all the necessary assistance to carry out the aforesaid checks and inspections, allowing the Company to check all the paper and electronic documentation necessary or appropriate to ascertain that the Supplier's commitments are fulfilled. In the event that, in the course of the aforesaid checks and inspections, the Company should raise well-founded objections as to the fulfilments due by the Supplier, the latter shall, at its own care and expense, take steps to eliminate the inconveniences complained of within a n agreed time frame. Under no circumstances shall the exercise or non-exercise of this right by the Company release the Supplier from its responsibilities and obligations arising from these general conditions and the Purchase Order.
- 7. Acceptance of Goods and Services**
- Delivered Goods and completed Services shall be deemed accepted by the Company only when expressly approved in writing by the Company by notice in writing to be sent to the Supplier within fifteen (15) working days from the Delivery Date (or, if later, from the date of actual delivery of the Goods and/or completion of the Services, provided they have been approved in writing by the Company). In the event of failure to give notice within the aforesaid term, the Goods and/or Services shall be deemed accepted by the Company. It is understood that the aforesaid acceptance by the Company shall be without prejudice to the Supplier's liability for any discrepancies and/or defects in the Goods and/or Services.
- 8. Supplier Guarantees**
- 8.1. In addition to any other warranties provided for in other clauses of these general conditions or by law, the Supplier represents and warrants that the Goods and Services are: (a) manufactured and supplied in accordance with, and comply with the requirements of, Applicable Legislation, (b) in accordance with the specifications, designs, descriptions and requirements approved and requested by the Company and are suitable for the purposes for which they

- are intended and manufactured (c) executed and supplied in a workmanlike manner, in accordance with the highest quality standards, (d) are free from defects and/or non-conformities that make them, in whole or in part, unfit for use by the Company, and (e) do not infringe any patent, licence, industrial property right, industrial model or design, copyright or other intellectual and industrial property right of any third party.
- 8.2. The Goods and Services are warranted against defects for a period of twelve (12) months from the Delivery Date or, if later, from the date of actual delivery of the Goods and/or actual completion of the Services (provided that they have been approved in writing by the Company), unless the warranty period is determined otherwise by Italian law. The aforesaid warranty shall not apply in the event that the defects arise directly from the application of the technical specifications and instructions provided by the Company for the supply of the Goods and/or Services, in relation to which the Supplier, even before the supply of the Goods and/or Services, has declined any responsibility in writing. Notwithstanding any other provision of law, the period within which the Company may report defects and/or non-conformities to the Supplier shall be sixty (60) days from the date of their discovery.
- 8.3. If, during the warranty period referred to in paragraph 8.2 defects and/or non-conformities are found in the Goods and/or Services supplied, the Company, without prejudice to any other right or remedy provided by law and/or these general conditions (including the right to terminate these general conditions and/or the relevant Purchase Order) and without prejudice to the right to claim compensation for any further damage that may arise therefrom, may at its discretion (i) obtain a refund of the Price paid, or (ii) require the Supplier, at its own expense and as soon as possible, to carry out any activities necessary to eliminate and/or remedy such defects and/or non-conformities. In the event of urgency or non-compliance/delay on the part of the Supplier in carrying out the aforesaid activities, the Company may do so on its own initiative, charging the relevant charges to the Supplier, which shall be obliged to reimburse them upon simple request, upon presentation of the relevant supporting documents. This right is without prejudice to the Company's right to suspend payment of the supply until the aforementioned activity has been completed, and, if such activity is impossible, the Company's right to request an appropriate price reduction or to terminate these general conditions and/or the relevant Purchase Order, without prejudice to the right to claim for greater damages.
- 8.4. Repaired or replaced Goods and/or new Services provided shall enjoy the same warranty period of twelve (12) months, commencing on the date of repair, replacement, or performance (as the case may be).
- 9. Use of Company Assets and Supplies**
- 9.1. Any tools, instruments and/or any equipment made available by the Company to the Supplier for the purpose of supplying the Goods and/or Services shall remain the exclusive property of the Company. The Supplier shall keep and use them with due care, in accordance with Applicable Laws and solely for the purpose of supplying the same Goods and/or Services. The Supplier shall also keep them in good condition, clean and in an efficient, functional and safe condition, and shall not make any changes to them without the prior express authorisation of the Company. The Supplier shall be liable for all damage to and/or losses suffered by such equipment and/or equipment as a result of, and for as long as they are used by the Supplier, its supply personnel and/or any of its sub-contractors, as well as for any damages or losses caused to persons or property by the aforesaid use by the aforesaid persons. It is understood that the equipment, tools and any equipment granted for use by the Company to the Supplier shall be made immediately available to the Company, at the latter's simple request and, in any case, returned to the Company upon termination - for any reason whatsoever - of the Purchase Order and/or these general conditions.
- 9.2. Where necessary for the purpose of the supply of the Goods and/or Services, the Company shall supply to the Supplier, on request and at the Supplier's sole expense, electricity, gas, water, steam and/or other utilities as further specified in the Purchase Order. The Supplier shall use such supplies in such a way as to avoid any interruption of the Company's networks. The use and consumption of the said supplies shall be the sole responsibility and liability of the Supplier. The Company shall not be held liable in any way for any shortcomings in connection therewith.
- 10. Ownership of the Goods and Transfer of Risk** Title to the Goods specified in the Purchase Order shall pass from the Supplier to the Company upon acceptance of the Goods by the Company in accordance with Article 7.
- 10.2. The risk of damage to or loss of the Goods shall pass from the Supplier to the Company upon completion of delivery of the Goods at the place of delivery specified in the Purchase Order (or such other place approved in writing by the Company), including unloading and storage of the Goods at the Company's facilities.
- 11. Safety at work; social security and contribution obligations**
- 11.1. Pursuant to Article 26 of Legislative Decree No. 81/2008, the Supplier declares its technical and professional suitability to carry out the activities referred to in these general conditions.
- 11.2. The Parties undertake to cooperate and coordinate their actions in the implementation of the measures for the prevention and protection against occupational risks and accidents that may occur during the delivery of the Goods and/or the performance of the Services at the Company's facilities as well as to coordinate their actions.
- 11.3. The Supplier undertakes not to alter in any way the characteristics and safety levels of the workplaces, as well as of the machinery, equipment and installations present in the Company's plants.
- 11.4. In carrying out the activities for the realisation of the Goods and/or the provision of the Services, the Supplier shall also comply with the following obligations: a) it shall regularly remunerate the personnel employed for the performance of the activities pertaining to the supply and shall scrupulously apply the applicable labour contracts and collective agreements; b) it shall provide for the payment of all insurance, accident, social security and tax charges relating to the aforementioned personnel, in accordance with the Applicable Regulations; c) it shall ensure that its employees and/or collaborators who will provide their services pursuant to these general conditions comply with the regulations on safety at work (in particular, the D.Lgs. 81/08) and all possible directive, instruction or request (including training) issued by the Company from time to time; d) shall ensure that the aforesaid employees and/or collaborators are provided with all the personal protection means envisaged by the Applicable Regulations e) shall provide the Company, upon first request, with all documentation proving the correct fulfilment of the aforesaid obligations, including the Single Document of Contribution Regularity; and f) shall undertake to indemnify the Company against any claim, also by way of joint and several liability, that may be made against the latter by its own employees engaged in the performance of the Services and who have their own title to the Services performed therein.
- 11.5. The Company reserves the right to suspend payment of the Price until the Supplier has provided, on request, the documents referred to in 11.4(e) above.
- 12. Environment, Health and Safety**
- 12.1. The Supplier undertakes to take the necessary and appropriate measures and precautions to prevent damage to persons, property and/or the environment in the performance of its obligations under these general terms and conditions, thereby complying with the applicable environmental, health and safety regulations.
- 12.2. The Supplier shall not introduce dangerous, harmful and/or radioactive products into the Site of Manufacture or the Site of Performance of the Services, unless strictly necessary for the manufacture of the Goods and/or the performance of the Services and the Company gives its express written authorisation (which authorisation shall only be deemed validly issued following and on the basis of correct and complete information provided by the Supplier). In any event, the costs incurred for the compulsory or appropriate evacuation and treatment of such products, as well as any damage resulting from such introduction, evacuation or treatment, including any personal injury, shall be borne entirely by the Supplier. If the Supplier is permitted to bring dangerous products to the Site of Manufacture and/or the Site of Performance of the Services, the Supplier shall (i) handle and store them in

accordance with Applicable Law, and (ii) take all measures to prevent contamination or pollution of the Site of Manufacture and/or the Site of Performance of the Services and injury to persons working at the said site. All waste, including dangerous and/or radioactive products generated or brought in by the Supplier, shall be disposed of, treated, improved, reused and/or removed by the Supplier in accordance with Applicable Law and applicable internal rules, at the Supplier's sole cost and risk. In the event that the Supplier fails to fulfil this obligation in a timely manner, the Company may do so on its own initiative, charging the relevant charges to the Supplier, which shall be obliged to reimburse them upon request, upon presentation of the relevant supporting documents. This right is without prejudice to the Company's right to suspend payment of the supply until the above-mentioned activity has been completed.

12.3. Without prejudice to the obligation to provide the documentation referred to in Clause 3.6 above, the Supplier shall also, if requested, provide the Company with information on the chemical substances contained in the Goods, specifying the quantities (percentages) of such substances, mixtures, preparations or alloys as well as any other relevant information or data concerning their properties, including, without limitation, test data and information on the risks associated with such substances. In any event, the use of the Goods in accordance with their intended use shall not result in the release of carcinogenic, mutagenic, toxic or hazardous substances.

### 13. Compliance with legal requirements

13.1. The Parties shall comply with all applicable laws and regulations in the performance of the contract, including relevant anti-bribery and anti-corruption provisions ("ABAC laws"), applicable trade, economic or financial sanctions provisions ("Sanctions") and applicable human rights provisions and competition laws.

13.2. Each party represents and warrants that it and its affiliates, neither directly nor indirectly through any other person or entity, have made, offered or authorised any payment, gift, promise or other benefit to any employee of the other party or any public official in violation of applicable anti-corruption provisions and will not do so in the future. Each party agrees to maintain adequate internal controls and to keep accurate and complete records evidencing payments due and all transactions under the contract. Either party shall have the right to terminate the contract with immediate effect if there are reasonable grounds to suspect a violation of applicable ABAC laws by the other party. Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless from and against any and all liability, third party claims and losses arising from any alleged or actual breach by the Indemnifying Party of any applicable ABAC laws.

13.3. Each Party declares that it is familiar with the relevant Sanctions and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by it, its respective directors, officers, employees and agents, its subcontractors, suppliers and customers, and its controlled subsidiaries. Neither Party shall be obliged to perform any obligations required by the contract if it would violate, or be inconsistent with, or expose such Party to, punitive measures under laws and regulations applicable to it relating to Sanctions imposed by the European Union, United Kingdom, United States, or United Nations. Either Party shall be entitled, without any liability for damages, to terminate the contract with immediate effect or suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. The Supplier assures that the product and any intermediate products used to manufacture the product have not been purchased from entities or persons that are subject to sanctions imposed by the United States, United Kingdom, European Union or United Nations.

13.4. Each Party represents that it is familiar with and will ensure compliance with all applicable laws concerning the prohibition of slavery and slavery-like practices including child labour and forced labour, and the infringement of other internationally recognised human rights. Any breach or suspected breach of this representation by a Party (the "Defaulting Party") or by any of its affiliates, contractors, or agents acting on its behalf in connection with the contract entitles the other Party (the "Non-Defaulting

Party") on written notice to the Defaulting Party, to suspend its obligations in terms of the contract and/or terminate the contract, with immediate effect, without any liability of the Non-Defaulting Party.

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

14.1. The Supplier declares that he is aware of the fact that Sasol has adopted and implements, in application of the provisions of 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, as a set of corporate ethical values that the Supplier recognises, accepts and shares, and compliance with which makes it possible, among other things, to prevent the commission of the offences envisaged by the aforementioned Decree. These documents are published at <https://www.sasol.com/italy/corporate-governance/II-Modello-231>, the indication of which must be understood, for all legal purposes, as equivalent to the delivery of the aforementioned documents.

14.2. The Supplier declares that it is aware of and adheres to the principles set out in the Organisation, Management and Control Model (including its annexes) and in the Code of Conduct and the Code of Ethics, which are also available on the aforementioned website, and undertakes to comply with their contents, principles and procedures and, in general, to refrain from any conduct that may constitute the offence hypotheses set out in Legislative Decree No. 231/2001, as amended and supplemented, and set out in the aforementioned documents.

14.3. In the event of a breach of the provisions of this clause attributable to the Supplier, the Company shall have the right to terminate with immediate effect and without notice all negotiations with the Supplier and to terminate for cause all existing contractual relationships with the Supplier. In the event of any claim by a third party against the Company due to a breach of this Article, the Supplier shall indemnify and hold the Company harmless from all claims, in addition to compensation for any resulting or otherwise related damage.

### 15. Compensation and indemnity

15.1. The Supplier shall defend, indemnify and hold harmless the Company and its directors, officers, employees, agents, representatives, successors and assigns, whether or not in the capacity of their employment, from any suit, action or legal proceeding and from any claim, demand, loss, judgment, fine, damage, cost, expense or liability arising out of (i) personal injury, including death, damage to property or the environment, actions or claims for damages by the Company's customers (ii) any breach of these terms and conditions and/or the Purchase Order and/or Applicable Laws by the Supplier and/or any of its employees, contractors, agents or members of their respective organisations, and (iii) any infringement or alleged infringement of any patent, design, trade name, copyright, trademark, trade secret or other intellectual property right relating to the Goods and/or Services or arising out of the use/exploitation thereof by the Company or its customers, except to the extent that such infringement is due solely and directly to the Company's gross negligence or willful default.

15.2. The Supplier also undertakes to indemnify and hold the Company harmless against all damages, costs and charges that the latter may incur as a result of the Supplier's failure to deliver the documents and information referred to in paragraph 3.6 above.

### 16. Supplier Insurance

The Supplier undertakes to take out and maintain in force, with a leading insurance company, insurance cover adequate to protect all risks arising for the Supplier in the context of the supply of the Goods and Services. The Supplier shall, if requested by the Company, provide documentary evidence of the existence of the aforementioned insurance coverage and the regular payment of the relevant premiums.

### 17. Force Majeure

17.1. Force Majeure: In the event of an event of Force Majeure, the Affected Party shall not be liable for any default or delay due to such an event.

17.2. The occurrence of a Force Majeure event shall be promptly reported in writing by the Supplier to the Company within the next twenty-four (24) hours with an indication of the foreseeable duration of the event. If the Force Majeure event persists for more

than forty-five (45) days, the Company shall be entitled to revoke the Purchase Order, subject to the obligation to pay the Price due for Goods delivered and/or Services completed prior to the occurrence of the Force Majeure event and accepted by the Company.

17.3. No amendment of the Price may be requested by either Party following the occurrence of a Force Majeure event.

#### 18. Termination and withdrawal

18.1. The Company may cancel all or any part of the Purchase Order by written notice to be sent to the Supplier at least 15 (fifteen) days in advance. From the moment of receipt of the aforesaid notice, the Supplier shall be obliged to stop carrying out all activities relating to the parts of the Purchase Order specifically cancelled, while continuing to carry out those not cancelled. The Company shall pay to the Supplier the Price due for the Goods delivered and/or Services completed by the Supplier prior to the date of notice of cancellation of the Purchase Order, provided that such Goods and/or Services have been accepted by the Company pursuant to Article 7 above. Cancellation of the Purchase Order pursuant to the foregoing shall not constitute a breach of these terms and conditions or of the Purchase Order and shall not entitle the Supplier to claim any damages.

18.2. Without prejudice to any other rights and/or remedies provided by law or by these general conditions (including the right to compensation for damages), the Company shall be entitled to terminate the Purchase Order and/or terminate these general conditions in the event of a breach by the Supplier of any provision of these general conditions or of the Purchase Order which is not remedied by the Supplier within 15 (fifteen) days from the Company's request. The Supplier shall bear the full costs incurred by the Company as a direct consequence of the cancellation of the Purchase Order and/or the termination of these general conditions as set out above, including but not limited to the costs incurred to procure the Goods and/or Services elsewhere.

18.3. Either Party shall have the right to revoke the Purchase Order and terminate the contractual relationship with immediate effect in the event that the other Party (a) is subject to any insolvency proceeding or goes into liquidation, or (b) is subject to execution or other legal measures that may harm its corporate and commercial image, or otherwise constitute a detriment to the other Party's business or commercial structure.

#### 19. Safeguard Clause

In the event of disputes arising between the Parties for any reason whatsoever, the Supplier may not suspend services in any case, unless the Company orders otherwise. Failure by the Supplier to fulfil this obligation shall constitute a breach of these General Terms and Conditions.

#### 20. Assignment and prohibition of Subcontracting

20.1. The Supplier may not transfer or assign the rights and/or obligations arising from these general conditions and/or the Purchase Order to third parties, in whole or in part, in any form whatsoever. The Company is hereby authorised by the Supplier to transfer, in whole or in part, the rights and/or obligations arising from these general conditions and/or the Purchase Order to companies belonging to the Company's group.

20.2. The Supplier shall not subcontract to third parties or otherwise procure, in whole or in part, the performance of the activities referred to in these general conditions and/or the Purchase Order by third parties without the prior written consent of the Company. Should the Company give its consent to subcontracting, the Supplier shall be directly liable to the Company for the acts, defaults and negligence of its subcontractors and representatives, collaborators or employees exactly as if they were acts, defaults or negligence of the Supplier or its representatives, collaborators or employees. The Supplier shall also indemnify and hold the Company harmless against any claim brought against it by any of the Supplier's sub-contractors and/or workers, employees or servants under any other form of contract permitted by the Applicable Rules.

#### 21. Confidentiality

21.1. The Supplier undertakes (and shall ensure that its employees, agents or collaborators undertake) to keep strictly confidential all data, documents and information received by the Company or in

any case developed by the Supplier or of which the latter has become aware as a result of the execution of these general terms and conditions and/or the Purchase Order, and not to disclose them to third parties or otherwise use them for professional or competitive purposes other than the execution of these general terms and conditions, except for what is already public knowledge. The Supplier may not duplicate in any form or extract copies of confidential data, information and/or documents either on its own behalf or on behalf of third parties.

21.2. The Supplier acknowledges and accepts that any right, title and legal interest relating to the confidential information referred to above, disclosed to the Supplier or to which the Supplier has access, shall remain the exclusive property of the Company.

21.3. The Supplier may not mention the Company or refer to the Purchase Order in any of its press releases, communications to third parties or other forms of publicity, without the prior written authorisation of the Company.

21.4. In any event of termination of the contractual relationship, the Supplier shall immediately return to the Company (or, if the Company so requests in writing, destroy) any documents and materials received from and/or relating to the Company or the individual Purchase Order that are in its possession at the date of termination.

#### 22. Intellectual Property

22.1. All intellectual property rights, including but not limited to patents, trade secrets, ideas, developments, inventions and know-how of any kind created and/or developed by the Supplier, personally or jointly with third parties, in connection with the supply of the Goods and/or Services and in any case in execution of these general conditions ("Intellectual Property") constitute "work on commission" within the scope of the supply relationship referred to in these general conditions and shall therefore be transferred by the Supplier to the Company, which shall become the exclusive owner thereof, without the payment of any additional remuneration, royalty or indemnity (since they are already taken into account in determining the Price). To this end, the Supplier undertakes to perform all fulfillments necessary for the transfer of the ownership of the Intellectual Property to the Company and to deliver to the same Company all the relative documentation.

22.2. If the Intellectual Property does not constitute a commissioned work for the benefit of the Company within the meaning of the Applicable Rules, the Supplier agrees to assign (and to cause its personnel and subcontractors to assign) to the Company all right, title and interest in and to the Intellectual Property for no additional consideration.

22.3. The Supplier agrees not to apply for registration of any of the Company's intellectual property rights, including Intellectual Property.

22.4. The Supplier guarantees that the Intellectual Property does not infringe any third party rights.

#### 23. Personal Data Protection

23.1. The data communicated pursuant to European Regulation No. 679/2016 (hereinafter "GDPR") and Legislative Decree No. 196/2003 (hereinafter "Privacy Code") and ss.mm.ii. by the Company to the Supplier as necessary - under penalty of impossibility to render the Services - for the performance of the Services, shall be processed exclusively for the purposes related to the execution of this Contract. Therefore, the Parties declare that they have been mutually informed about the processing of personal data for the conclusion and execution of this Contract, pursuant to Article 13 of the GDPR.

23.2. The Supplier undertakes to comply with the legislation in force on the protection of personal data and to treat as confidential any data it may receive from the Company. The Supplier also undertakes, at the time of termination, for any reason whatsoever, of this Contract, to cease all processing of personal data and return all personal data, processed by reason of the performance of this Contract, to the Company and to permanently delete from its information system (including paper files) the same data or copies thereof, giving written confirmation thereof to the Company, except for any legal obligations.

23.3. Should the Supplier, for the purpose of the performance of this Contract, process personal data on behalf of the Company, the processing of personal data carried out by the Supplier on behalf

of the Company and their mutual relations shall be governed by a specific contract (hereinafter the "Data Processing Contract"), the contents of which shall be defined in accordance with Article 28 of the GDPR, and which shall be annexed to and form an integral part of this Contract.

- 23.4. In the event of any breach of the provisions of this Article 22, the Supplier shall indemnify and hold harmless the Company from any dispute or claim that may be brought by the interested parties on the basis of the rights attributed to them by the GDPR and the Privacy Code or brought by the Data Protection Authority.

#### 24. General Rules

- 24.1. The Party's failure to exercise any right granted to it by these general conditions and/or the Purchase Order and/or the law shall not constitute a waiver of such right, nor shall it be construed as such.
- 24.2. Survival: any provision of these general terms and conditions that by its nature extends beyond the expiry or termination of these general terms and conditions as well as the cancellation or termination for any cause of the Purchase Order shall remain in force until its execution, including the provisions set out in Articles 13, 14, 19, 20, 21, 22 and 24 of these general terms and conditions.
- 24.3. The Purchase Order and these general terms and conditions, together with any other document that may be annexed hereto and made an integral part hereof or incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, declarations, communications, writings and agreements (whether written or oral) between the Parties with respect to the subject matter hereof, without prejudice to the rights of the Parties. No amendment or variation to the Purchase Order and these general conditions shall be effective unless made in writing and signed by the Company and the Supplier.
- 24.4. The Parties are independent contractors. Nothing contained in these general terms and conditions shall constitute or be construed as creating between the Parties an association or joint venture or an employer-employee or principal-agent relationship; no employee, collaborator, agent or consultant of the Supplier shall be considered an employee of the Company.
- 24.5. Should any clause of these general terms and conditions or of the Purchase Order be deemed null and void or ineffective, for any reason provided by law, such clause shall be deemed not to have been affixed and the validity and effectiveness of the remaining provisions of these general terms and conditions or of the Purchase Order shall not be affected, without prejudice to the Parties' commitment to replace any invalid clauses with agreements that are as equivalent as possible.

#### 25. Applicable Law and Jurisdiction

- 25.1. These general terms and conditions, as well as the Purchase Orders and any other agreements related thereto, shall be governed by and construed in accordance with Italian law.
- 25.2. Without prejudice to any mandatory provision of law, any dispute in connection with the validity, interpretation, execution and termination of these general conditions and the relevant Purchase Orders shall be deferred to the exclusive jurisdiction of the Court of Milan.

(Personal Data Protection), 24 (General Provisions) and 25 (Governing Law and Jurisdiction).

**SUPPLIER, for acceptance.**

*Place and Date:*

*Place and Date:*

**SUPPLIER, for acceptance.**

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Supplier specifically approves, after careful reading, the provisions set forth in Arts. 3 (Purchase Order and Supply), 4 (Price and Payment Terms), 5 (Delivery of Goods - Execution of Services), 6 (Checks and Controls by the Company), 7 (Acceptance of Goods and Services), 8 (Supplier's Guarantees), 9 (Use of the Company's Goods and Supplies), 10 (Ownership of Goods and Passing of Risk), 11 (Safety at Work Social Security and Contribution Obligations), 12 (Environment, Health and Safety), 15 (Indemnification and Hold Harmless), 16 (Supplier's Insurance), 17 (Force Majeure), 18 (Termination and Withdrawal), 19 (Severability Clause), 20 (Assignment and Prohibition of Subcontracting), 21 (Confidentiality), 22 (Intellectual Property), 23

## Annex 1

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

In consideration of the provisions of EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data, Sasol Italy informs you 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 take place only to the extent 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 mail with return receipt to Sasol Italy, Viale Enrico Forlanini 23, 20134 Milan (MI).