



Versalis  
Direzione e Uffici Amministrativi  
Piazza Boldrini, 1  
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Tel. centralino: +39 02 5201  
www.versalis.eni.com - info@versalis.eni.com

## **General Terms and Conditions of Sale**

The present general terms and conditions of sale (hereinafter the "General Terms and Conditions of Sale") shall, together with the purchase orders placed and subscribed by the purchaser (hereinafter the "Purchaser") and accepted by Versalis S.p.A. (hereinafter the "Seller"), regulate any relationship between Seller and Purchaser (hereinafter individually the "Party" and collectively the "Parties") with regard to the sale of Seller's products (hereinafter the "Product/s") to Purchaser.

In the event of conflicts between the provisions of the General Terms and Conditions of Sale and the content of the purchase orders accepted in writing by Seller or of the documents issued for their purpose, the provisions of the General Terms and Conditions of Sale shall prevail. Agreements derogating from the General Terms and Conditions of Sale shall be made in writing.

### **1) Purchase orders**

The purchase orders of Product/s issued by Purchaser shall not be binding until their written acceptance by Seller.

The purchase orders of Product/s shall be irrevocable for Purchaser up to the date of their acceptance or refusal by Seller, acceptance or refusal which shall be communicated in writing by Seller to Purchaser within 7 (seven) working days from the date of receipt of each purchase order.

In the event of failure to communicate, within the above-mentioned term, by Seller to Purchaser, the acceptance or refusal of a purchase order of Product/s, the relevant purchase order shall be considered as rejected, unless the Parties agree otherwise in writing.

If a purchase order provides for several partial deliveries, the acceptance and performance of a single delivery shall not constitute any implied acceptance by Seller with respect to further deliveries at the same terms and conditions.

### **2) Quality of Products delivered**

Seller warrants that Products ordered, at the time of their delivery as provided for by Article 5 hereunder, complies with the sale specifications handed over by Seller to Purchaser.

The above provision states Seller's sole warranty and there is no implied warranty of merchantability or fitness for a particular purpose and no expressed warranty on Products and on their use, alone or with other products, other than provided in this Article 2, unless the Parties agree otherwise in writing.

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The quality of Products samples furnished, if that is the case, by Seller to Purchaser is only intended to give a rough idea of Products, unless the Parties agree otherwise in writing. Effective from the delivery of Products or from the delivery of Products samples, as provided for by Article 5 hereunder, Purchaser shall take all risks and liabilities relating to damages to third parties'

properties, damages to the environment and/or injures to third parties arising out of the use of Products or of the use of Products samples, either singly or in combination with other products, and shall indemnify and hold Seller harmless from any claim, also proposed by any third party, for such damage even if caused by defects in quality of Products due to circumstances occurred after their delivery.

### **3) Claims on quality of packaging and of Products delivered**

Purchaser expressly declares by signing the General Terms and Conditions of Sale, that it has the facilities and means required to receive, to store, to handle and to use Products ordered and further declares that it is aware of the technical characteristics of Products and has full technical and technological knowledge and abilities for their proper use.

#### **Claims on defect in packaging of Products delivered**

In the event of delivery of packaged Products, any claim on patent defects in packaging of Products delivered must be communicated in writing by Purchaser to Seller upon the delivery of Products and noted on the original of the transportation documents and signed by the carrier, otherwise the right to notify a claim on patent defect in packaging shall be lost.

The original of the transportation documents shall be returned to Seller.

In the event of delivery of packaged Products, any claim on latent defects in packaging of Products delivered must be communicated in writing by Purchaser to Seller within thirty (30) days from the date of delivery, otherwise the right to notify a claim on latent defects in packaging shall be lost.

In both the above cases, Purchaser shall document, also with photo support, the alleged defect in Products packaging and shall store separately Products in a place suitable to this, putting at the disposal of Seller the packaging for the appropriate investigation and, in any case, it must put in place everything necessary and desirable to reduce the risk of a deterioration of the allegedly defective packaging.

Any notification of a claim with respect to the quality of packaging shall be excluded:

i. in the event of patent defect in packaging, if Purchaser did not communicate in writing the claim at the time of delivery of Products;





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- ii. in the event of latent defect in packaging, if Purchaser did not notify it in writing the claim within thirty (30) days from the date of delivery; and
- iii. if Purchaser has not documented, also with photo support, the alleged defect and/or has not stored separately Products.

#### Claims on quality of Products delivered

Any claim regarding the quality of Products delivered shall be made in writing and notified by Purchaser to Seller, in the event of patent defects, within eight (8) days from the date of delivery of Products and, in the event of latent defects, within eight (8) days from the date of discovery of the defect and in any case within six (6) months from the date of delivery, otherwise the right to notify a claim on quality of Products delivered shall be lost.

Purchaser shall have the duty, in the event of patent defects of Products delivered, to make a written reservation on the transportation documents, and said documents must furthermore be countersigned by the driver of the carrier.

In case of claims on quality of Products delivered by land, Products under claim shall be stored separately in order to enable the Parties to conduct the necessary investigations.

In case of claims on quality of liquid Products, in order to enable the Parties to conduct the necessary investigations, within ten (10) business days from the date of receipt of the claim, the Parties shall collect samples of the lot of Product/s under claim.

In any case, Purchaser shall be obliged to discontinue the use of Products as soon as it discovers the defect, and to take all measures required to prevent damage that might result from the use of Products.

In the event of delivery of unpackaged Products, Purchaser shall lose the right to notify a claim on quality of Products as soon as it stores Products – or mixtures or products manufactured using Products – in own tanks, cisterns, silos and/or other containers which are objectively inappropriate for such storage and/or contain third-party products.

Notifications of claims with respect to Products quality are unacceptable to the extent that they relate to the lack of characteristics that are neither listed in the sale specifications nor warranted by Seller in any other form.

In the event of notifications of a claim, Purchaser shall not be entitled to terminate unilaterally the General Terms and Conditions of Sale and the accepted purchase order, to postpone or to suspend payment of the price in whole or in part or to reduce the price.

The sole Seller's liability with respect to the quality of the delivered Products is in any case limited to the price of Products in question, with the exclusion of any liability for indirect damages or for loss of profits as well as any liability of Seller towards third parties for damage due to the defect of Products that exceeds the above-mentioned limit. Purchaser undertakes

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to hold Seller harmless and indemnify the latter from any claims from third parties exceeding said limit.

Seller is in no case liable and the Purchaser is in no case entitled to notify any claim towards Seller (but rather, it shall hold harmless and indemnify Seller from any notifications of a claim by third parties), if it is used Product:

- i. packed in individual packages or outside packaging which are marked by false labels and trademarks and/or labels and trademarks deviating from those of Seller or by labels and trademarks indicating manipulations of the individual packages or outside packaging;
- ii. in a manner different from the one eventually described in the sale specifications and/or in the documents handed out.

#### **4) Quantity – Claims on quantity of Products delivered**

In the event of delivery of unpackaged Products, the net quantity of Products delivered by Seller to Purchaser shall be that determined by means of weighing when Products are dispatched from the facilities and/or the warehouses of Seller or of third parties storing Products for Seller and shall be that as indicated on the transportation documents.

In the event of delivery of packaged Products, the net quantity of Products delivered by Seller to Purchaser shall be that indicated on the packages or outside packaging and noted on the transportation documents.

Any claim regarding the quantity of Products delivered shall be made in writing and notified by Purchaser to Seller within eight (8) days from the date of delivery of Products, otherwise the right to notify a claim on quantity of Products delivered shall be lost.

In case the Purchaser makes a claim on the quantity of Products delivered within the above mentioned term, should, following the appropriate investigation, the claim result to be based on a serious ground and, moreover, the responsibility of Seller for this shortage of weight is fully proved, Seller shall pay to Purchaser an amount equal to the final price per tonne of Products, established pursuant to Article 6 hereunder and applicable to the month shortage of Products occurred, multiplied by the tonnage of Products not delivered in excess of the applicable allowance of zero point five per cent (0.5%) relating to the difference between the actually delivered quantity and the quantity stated on the transportation documents.

Such reimbursement shall constitute the maximum limit of Seller liability towards Purchaser in respect of such shortage of weight.

#### **5) Delivery terms – Title to Products**

Products shall be delivered by Seller to Purchaser in accordance with the delivery condition of Incoterms (Incoterms 2020 and any further amendment thereof) which is agreed from time to time by the Parties and quoted on the purchase orders and invoices.

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Title to Products and risk of loss or damage shall be transferred from Seller to Purchaser at the time when Products are made available to Purchaser in accordance with the provisions of Incoterms (Incoterms 2020 and any further amendment thereof) relating to the delivery condition agreed.

Incoterms (Incoterms 2020 and any further amendment thereof) shall apply only to the extent that they are not inconsistent with the General Terms and Conditions of Sale, in which case the General Terms and Conditions of Sale shall prevail.

The provisions of Incoterms (Incoterms 2020 and any further amendment thereof) relating to the delivery condition agreed shall apply to the extent that the General Terms and Conditions of Sale are silent on specific matters.

Any claim regarding the quality of the logistics services provided by Seller shall be notified by Purchaser in writing within eight (8) days from the date of delivery.

Seller shall not be liable for any delay in the delivery of Products unless the compliance with the time of delivery was agreed by the Parties in writing as being essential.

Save the provisions of Article 9 hereunder, in the event of non-compliance with a time of delivery agreed as being essential, Seller shall be liable only for direct damages actually suffered by Purchaser due to the delay, with the exclusion of any liability for consequential damages and loss of profits. Damage compensation shall in any case be limited to an amount equal to the final price per ton of Products established pursuant to Article 6 hereunder and applicable to the month in which the delay in delivery occurred, multiplied by the quantity of Products which are the object of the delayed delivery. Such reimbursement shall constitute the maximum limit of Seller liability towards Purchaser in respect of such delay.

#### **6) Price**

The price of Products is that agreed from time to time by the Parties and stated on the invoice. Any increases of this price due to changes in levies, customs, taxes and/or charges that occurred after determination of the price shall be borne by Purchaser.

#### **7) Payment**

Payment of the price shall be made exclusively to Seller and pursuant to the conditions stated on the invoice.

In no event Purchaser shall be entitled to delay or to suspend the payments as a result of a notification of a claim.

In the event of delayed payment, Seller shall have the right to suspend the deliveries and/or to terminate the accepted purchase orders for the part not yet fulfilled. The right to claim damages shall remain unaffected thereby.

In the event of delayed payment, the credit of Seller shall be enforceable immediately.

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Seller reserves the right to grant Purchaser for predetermined periods, payment delays of up to a maximum of thirty (30) days; any extensions for further periods may be agreed between the Parties from time to time in writing.

The delayed payment of the price constitutes automatically the default of Purchaser and entitles Seller to apply the interest calculated at the annual M.R.O. rate of the European Central Bank in force at the time, increased by a spread of 8%.

The Parties agree that, notwithstanding the provisions of article 1193 of the Italian Civil Code, Seller shall have the right to impute the payment made by Purchaser to the current debt when the debt owing exceeds euro 10,000.00 (ten thousand).

The Parties agree in advance that, if there are preconditions, they will proceed to the “compensazione legale” of their respective debts, as per article 1243 of the Italian Civil Code. The Parties reserve the right to proceed, if they consider it appropriate, to the “compensazione volontaria” as per article 1252 of the Italian Civil Code, of their respective debts. The Parties shall agree from time to time the conditions and terms of such “compensazione volontaria”.

Purchaser now accepts that the credits which will arise as a result of the execution of the orders placed and subscribed by the Purchaser and accepted by Seller under General Terms and Conditions of Sale may be assigned by Seller to eni S.p.A and/or to companies controlled by the latter, where “control” has the meaning as per of article 2359, first comma n. 1, of the Italian Civil Code.

In the event of the transfer of a credit under this Article, the notification of assignment to Purchaser, within the meaning and for the purposes of article 1264 of the Italian Civil Code, will be made by fax/email address at the Purchaser’s addresses.

#### **8) Packaging**

Packaging to be returned to Seller since it is owned or was repurchased by the latter or is on hand of Seller, shall be stored by Purchaser at its own responsibility and cost such that the best possible maintenance of the packaging is ensured until its return to Seller.

#### **9) Force majeure**

Neither Party shall be liable for total or partial failure in performance of its obligations arising from the General Terms and Conditions of Sale and the accepted purchase orders, insofar and to the extent that such non performance is due to a cause beyond the reasonable control of the Party invoking this provision, including but not limited to: acts or request of public authorities, fire and explosions, flooding, extraordinary weather conditions, breakdowns or unplanned shut-downs

of the production facilities, lack of electric power, national, local and operational strikes, including those in transport undertakings.





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In the event such force majeure condition delays or prevents the fulfilment of Seller's obligations, Seller shall be entitled to suspend or to terminate the performance of the accepted purchase order.

#### **10) REACH Regulation**

Seller shall give express confirmation of the status of the substances, on its own or in mixtures, contained in Products, in respect of the obligations under the (EU) Regulation No. 1907/2006, as modified by (EU) Regulation 453/2010 (REACH), and, therefore, depending on the applicable cases, such substances have been registered, within the allowed time period, by Seller or by its suppliers or have been exempted from any registration requirements.

The registration number/s, where applicable, is/are set forth in Products' safety data sheets handed over by Seller to Purchaser.

#### **11) Assignment**

Purchaser may assign the rights under accepted purchase orders neither wholly nor partly without the prior written consent of Seller.

#### **12) Business Integrity**

The Purchaser declares to have reviewed and acknowledge of: (a) Eni's Code of Ethics ( b) the general standards of transparency of the Model 231 pursuant Legislative Decree no. 231/2001 and of the Compliance Models and (c) Eni's "Anti-Corruption Management System Guideline", adopted by Seller and available on the website [www.eni.com](http://www.eni.com) These documents have been prepared on the basis of the principles of the relevant international regulations and best practices, which Purchaser shares and undertakes to respect.

With respect to the performance of the activities covered by the general Terms and Conditions of Sale, each party agrees to comply with applicable laws, including the Anti-Money Laundering Laws, meaning the anti-money laundering regulations in force in the Country in which the service is performed, in which the party resides or is registered.

#### **13) Termination**

The General Terms and Conditions of Sale as well as any accepted purchase orders may be terminated with immediate effect by written notice of Seller to Purchaser that Seller intends to apply this clause, if an insolvency proceeding is conducted on the assets of Purchaser, Purchaser goes into liquidation, any changes of its shareholder structure occur, or if Purchaser does not comply with its duties pursuant to Articles 7 and 14 of the General Terms and Conditions of Sale.

The right to claim damages or assert other remedies shall not be affected.

#### **14) Confidentiality**

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Purchaser agrees that any and all information which is obtained in connection with the performance of the General Terms and Conditions of Sale (hereinafter the “Confidential Information”) shall be kept in confidence and used solely for the purposes of the General Terms and Conditions of Sale.

Purchaser further agree to use the same degree of care respecting the Confidential Information received by it as used in preserving the secrecy of its own confidential or proprietary business information. Purchaser shall not disclose the Confidential Information received by it to any person,

including but not limited to its own employees, unless such person has previously executed a written agreement assuming the same confidentiality obligations in favour of Seller with respect to such Confidential Information as those assumed by Purchaser under this Article 14. Purchaser may not disclose the Confidential Information received by it for a purpose other than the performance of its obligations under the General Terms and Conditions of Sale.

Purchaser’s obligations under this Article 14 shall survive expiration or termination of the General Terms and Conditions of Sale for ten (10) years.

The obligations of this Article 14 shall not apply, however, to Confidential Information which:

- a) prior to the transmission to Purchaser was of general public knowledge or becomes, subsequent to the time of transmission to Purchaser, a matter of general public knowledge, otherwise than as a consequence of a breach by Purchaser or its employees of its obligations hereunder;
- b) was in the possession of Purchaser in documentary form prior to the time of disclosure by Seller, and was not acquired directly or indirectly from Seller and is held by Purchaser free of any obligation of confidence to Seller or to any third party;
- c) is received in good faith from a third party having the right to disclose it, and who, to the best of Purchaser’s knowledge, did not obtain the same from Seller and who imposes no obligation of secrecy on Purchaser with respect to such information; or
- d) Confidential Information which Purchaser is required to disclose by any Authority, law or regulation, or on the basis of any applicable judgment, order or decree of any court or governmental body or agency having jurisdiction over Purchaser, provided that Purchaser shall give to Seller reasonable prior notice of the requirement to disclose such Confidential Information.

#### **15) Protection on Personal Data**

Parties acknowledge they both act as autonomous data controllers and are committed to operate in full compliance with the personal data protection legislation applicable to them (by

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way of example, with reference to Parties having registered office in European Economic Area, Regulation (EU) 2016/679 - GDPR) in connection with data processing activities related to enter into and perform any agreement between the Parties which General Conditions of Sale apply to. Pursuant to article 12 of GDPR, Seller's privacy notice is attached to this General Conditions of Sale (Annex 1).

#### **16) Human Rights**

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

2. With respect to the performance of the activities covered by the General Terms and Conditions of Sale, the Purchaser:

- a) notes that Seller has adopted a series of instruments for the respect of Human Rights including the "Eni's Statement on the Respect of Human Rights" and the Policy "Eni against violence and harassment in the workplace", available at [www.eni.com](http://www.eni.com) and is committed to operate according to principles consistent with those expressed in these documents;
- b) undertakes to act in compliance with Human Rights, and to ensure compliance thereof also on the part of its directors, employees and any third parties, including sub-contractors, acting in the interest or on behalf of Purchaser in the performance of the General Terms and Conditions of Sale. In case of conflicts between applicable national laws and the provisions of international human rights law, Purchaser undertakes to take all possible measures to avoid violation of the latter;
- c) undertakes to promptly notify Seller of any suspected or ascertained violations of Human Rights of which it becomes aware and, in any event, make itself available for any verifications by Seller.

3. The Parties agree that in the event of any failure by the Purchaser to comply with the declarations, warranties, and obligations set out in this Article, obtained by any means, including means of communication, including formal acts of judicial authority, the Seller may temporarily suspend activities covered by the General Terms and Conditions of Sale and give written notice to the defaulting Party to perform such obligations within 30 days of receipt of such notice, where there is a reasonable expectation that such failure may be remedied within such period. If this period expires unsuccessfully, or if there is no reasonable expectation of a remedy, Seller shall be entitled to terminate the activities covered by the General Terms and Conditions of Sale in accordance with the law, subject to a specific declaration to be notified to the Purchaser.

In any case, Purchaser shall hold Seller harmless from any and all loss or damage suffered by the latter and against any actions by third parties arising from or consequent to the failure to

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comply, even partially, with the declarations, warranties, and obligations referred to in this Article.

**17) Applicable law**

The General Terms and Conditions of Sale, the accepted purchase orders and any purchases to which the former are applicable shall be governed by and construed in accordance with the Laws of Italy.

**18) Place of jurisdiction**

The Court of Milano, Italy, shall have exclusive jurisdiction in respect of any dispute arising out or in connection to the interpretation, the performance and the validity of the General Terms and Conditions of Sale and of the accepted purchase orders.

Seller

\_\_\_\_\_

Place and Date \_\_\_\_\_

Purchaser

\_\_\_\_\_

Place and Date \_\_\_\_\_

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Purchaser hereby declares to have read, understood, and expressly approved the following clauses of the General Terms and Conditions of Sale of Versalis S.p.A., edition 11/2025:

*Article 1: The order is irrevocable for the Purchaser until accepted by the Seller, who reserves the right to reject it without providing justification.*

*Article 2: Exclusion of any warranty regarding the use of the products, unless otherwise agreed in writing.*

*Article 3: Loss of rights in case of failure to report defects within the specified deadlines and according to the prescribed procedures.*

*Article 4: Tolerance of up to 0.5% for non-compensable shortages; compensation is limited to the value of the missing product only.*

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*Article 5: Exclusion of liability for delivery delays; compensation is limited to the value of the product.*

*Article 7: Prohibition of payment suspension even in case of disputes; high interest rates on late payments; derogation from standard payment allocation; credit assignment valid upon simple notification.*

*Article 11: Prohibition on transferring the order by the Purchaser without the Seller's prior written consent.*

*Article 13: Automatic termination of the contract in case of default or changes in the Purchaser's shareholder structure.*

*Article 14: Strict and enduring confidentiality obligations for the Purchaser, continuing even after contract termination.*

*Article 18: Derogation from territorial jurisdiction: exclusive jurisdiction of the Court of Milan.*

Purchaser

\_\_\_\_\_

Place and Date \_\_\_\_\_

Ed.11/2025

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## ANNEX I

### Privacy notice

Pursuant to Regulation (EU) 2016/679 (“**GDPR**”) Versalis S.p.A., (“**Company**” or the “**Controller**”) provides the following information to its counterpart with reference to the processing activities relating to the negotiation and the management of the contractual relationship, as well as to the compliance with the legal and administrative obligation to which the Controller is subject to. Where the counterpart is a natural person, the following policy is addressed directly to them. However, even in relation to a contractual relationship with a legal person, the company may collect personal data related to the individuals who act on behalf of such legal person. In this regard, the company sets out the following information and the contractual counterpart shall transfer such information to the data subjects.

#### 1. Who am I providing my data to?

Versalis S.p.A., VAT number IT 01768800748, with registered office in Piazza Boldrini, 1 - 20097 San Donato Milanese (MI), Italia, which will act as controller.

#### 2. Where can I find information about the processing of my data?

Information about how the controller processes personal data of data subjects can be requested by emailing the data protection officer (DPO) appointed by the Company at [dpo@eni.com](mailto:dpo@eni.com).

#### 3. What data are processed?

Personal data provided by the contractual counterpart during the negotiation of the agreement with the company as well as during the performance thereto, such as personal details, place of birth and residence, tax code and/or VAT number, telephone number/email address, in addition to additional data which will be provided by the contractual counterpart or acquired by the company over the term of the contractual relationship (the “**Personal Data**” or “**Data**”). All the above information is considered “personal data” for the purposes of GDPR to the extent that it refers directly or indirectly to identified or identifiable natural persons (e.g., directors, employees, managers, collaborators and consultants of the contractual counterpart), or to the contractual counterpart personally when it is a natural person.

#### 4. What is the purpose of requesting and collecting the data?

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Personal Data is processed:

- a. to comply with legal obligations;
- b. for purposes related and/or connected to the negotiation, the performance and the administrative management of the agreement; and
- c. to defend legal claims, and to carry out the related preliminary activities.

## **5. What is the legal basis for such processings?**

The processing of Personal Data for the purposes referred to in paragraph 4 a) is based on the provisions of the law applicable to the contractual relationship or on a request by public authorities (article 6, paragraph 1, let. c) of GDPR). Any refusal to provide Personal Data for the pursuit of the aforementioned purposes will result in the impossibility to consider the bid submitted and to establish any contractual relationship with the bidder.

The processing of Personal Data for the purposes referred to in paragraph 4, letter b), is necessary for the performance of the agreement with the other party or the execution of pre-contractual measures (article 6, paragraph 1, let. b) of GDPR). Any refusal to provide Personal Data for the pursuit of the aforementioned purposes will result in the impossibility to consider the bid submitted and to establish or continue any contractual relationship with the bidder.

The processing of Personal Data for the purposes referred to in paragraph 4 letter c) is carried out on the basis of the legitimate interest of the Company in the continuation of its business activities and the protection of its rights (article 6, paragraph 1, let. f) of GDPR).

## **6. How will the data be processed?**

Data processing may be performed using electronic or automated means, managed using tools suitable for guaranteeing security and confidentiality and will include all operations or sets of operations necessary for the processing itself.

## **7. Who will have access to the personal data?**

Personal Data are processed by personnel appointed by Controller for all the purposes set out in paragraph 4.

Controller may share Personal Data with the competent authorities, where requested or legally required, in addition to with the following categories of recipients, exclusively for the purposes set out in paragraph 4:

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- Eni S.p.A. and/or companies controlled by Eni S.p.A. and/or the Controller;
- competent insurance companies for the settlement of claims;
- other companies with which the controller has agreements;
- professional services and consultancy firms engaged to assist with ordinary management and disputes;
- control/supervisory bodies;
- companies providing IT services;
- independent auditors.

Data, however, will not be disclosed, except as required by legal obligations.

With reference to Data shared with them, the recipients belonging to the aforementioned categories may operate, depending on the situation, as processors (in which case, they will receive the necessary instructions from the controller) or as autonomous controllers.

Company guarantees that it will take utmost care to only share the Personal Data strictly necessary to achieve the specific purposes for which they are intended with the aforementioned recipients.

#### **8. Will personal data be transferred outside the European Economic Area?**

Should it be necessary to pursue the purposes set out in paragraph 4, Data may also be transferred outside European Economic Area (“EEA”). Some of the jurisdictions outside EEA may not guarantee the same level of data protection guaranteed by the Countries included in EEA. In this case, Controller undertakes to ensure that Data are processed with the utmost confidentiality, where necessary, adopting the standard contractual clauses provided by EU Commission as well as any other measure pursuant to article 46 of GDPR if one of the exceptions referred to in article 49 of GDPR cannot be invoked.

#### **9. How long will the personal data be stored for?**

Personal Data will be stored in the filing systems, including electronic ones, of Controller and protected using adequate safety measures, for the time necessary for the purposes set out in paragraph 4, and will subsequently be erased.

#### **10. Do I have any rights in relation to the personal data?**

To the extent applicable data subjects have the right to:

- obtain from Controller confirmation as to whether or not Personal Data are being processed, and where this is the case, access to the following information pursuant to article 15 of GDPR;
- obtain the rectification of inaccurate Personal Data, or, taking into account the purposes of the processing, supplement incomplete Personal Data pursuant to article 16 of GDPR;

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- obtain the erasure of Personal Data where one of the grounds set out in article 17 of GDPR;
- obtain restriction of processing of Personal Data in compliance with article 18 of GDPR;
- receive Personal Data provided to Controller, in a structured, commonly used and machine-readable format and transmit such Data to another controller without hindrance pursuant to article 20 of GDPR;
- the right to object, on grounds relating to particular situation, unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims pursuant to article 21 of GDPR.

Such rights can be exercised by emailing DPO at [dpo@eni.com](mailto:dpo@eni.com).

Without prejudice to any other administrative or judicial remedy, data subjects shall have the right to lodge a complaint with the competent supervisory authority, if they consider that the processing of personal data relating to them infringes their rights in relation to personal data protection.

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