

GENERAL CONDITIONS FOR SERVICE PROVIDERS

§ 1 Validity of the general terms and conditions and exceptions

- a) The following general terms and conditions apply to all present and future contracts between the service provider (hereinafter referred to as the "Contractor") and the company Bergmeister s.r.l. (hereinafter referred to as "Bergmeister").
- b) Exceptions to these general terms and conditions and, in particular, to the Contractor's terms and conditions, apply only if expressly recognised and confirmed in writing by Bergmeister.
- c) The Contract is based on the agreement between Bergmeister and the customer/client, general planner or similar (hereinafter referred to as "Customer").

§ 2 Offers and ancillary agreements

- a) Unless otherwise stated, the Contractor's offers to Bergmeister are binding for all data indicated, including remuneration.
- b) If an order confirmation from Bergmeister contains changes to the offer, these are deemed to have been approved by the Contractor unless it objects in writing within 10 calendar days.
- c) Agreements must always be made in writing.

§ 3 Order entry

- a) The type and scope of the agreed services are determined by the Contract, the power of attorney and these general terms and conditions.
- b) Changes and additions to the order must be confirmed in writing by Bergmeister to be covered by this contractual relationship.
- c) The Contractor undertakes to regularly execute the order given by Bergmeister in compliance with generally accepted technological rules, legal requirements and principles of economic efficiency. Unless otherwise specified by the Customer, these requirements must be met. It is committed to working at a high level of planning.
- d) The Contractor supports Bergmeister in all matters to the best of its ability (negotiations, presentations, etc.). It delivers all documents to Bergmeister itself and makes them freely available. Bergmeister will have free access to the Contract Objects at any time. The related costs are included in the registration fee.
- e) The Contractor undertakes to provide its services in agreement with Bergmeister. It undertakes to keep Bergmeister constantly informed of planning work and to inform Bergmeister without delay of any material incidents affecting the contractual relationship and its fulfilment.
- f) The Contractor may subcontract the execution of the Contract to other duly authorised persons/firms and give them orders in the name and on behalf of the Contractor. However, it is obliged to notify Bergmeister of this intention in writing. Bergmeister has the right to object to this order being forwarded to third parties.
- g) However, the Contractor remains responsible for the result to the same extent as it is responsible for its own performance.
- h) Unless otherwise agreed or expressly requested by the Customer, all documents must be drawn up in two languages (German and Italian).

§ 4 Additional services

- a) Reimbursement is paid only for additional expenses which were previously approved by the Customer as additional work or which had to be paid at short notice to execute the order.
- b) All services and additional costs are subject to a review which is submitted to Bergmeister on a monthly basis. Services or costs presented subsequently will no longer be recognised.
- c) Expenses for additional services will be reimbursed only upon presentation of the expense documentation.
- d) If the additional costs or services are not recognised by the Customer, they are under no circumstances borne by Bergmeister (no right of appeal to Bergmeister).

§ 5 Warranty and damage

- a) The Contractor is responsible for the correctness of its plans, calculations, specifications, other copies and provisions and for ensuring that they comply with the legal provisions and recognised technical standards. The Contractor must have taken out a corresponding civil liability insurance policy for a minimum amount of €2,000,000,000 as a prerequisite.
- b) The Contractor is responsible for compliance with the deadlines for its performance, and for correct and professional execution according to the state of the art, including the performance of special designers.
- c) The Contractor's liability is not limited by the cooperation of Bergmeister or the Customer.
- d) The agent's warranty claims can only be asserted after the notification of defects, which must be made exclusively by registered letter within 14 days of delivery of the service or partial service.
- e) Requests for conversion and reduction of the price are excluded. Requests to improve or integrate missing elements must be satisfied by Bergmeister within a reasonable time, normally equal to one third of the agreed period to execute the service. A claim for damage caused by delay cannot be made within this period.
- f) Bergmeister provides its services with the care expected from it as a specialist office.

§ 6 Withdrawal from the Contract

- a) Withdrawal from the Contract is only allowed for just cause.
- b) In the event of default by Bergmeister, the Contractor may only withdraw from the Contract after having set a reasonable grace period, which is fixed by registered letter.
- c) If the Contractor is in default with partial execution or an agreed cooperation activity which makes it impossible for Bergmeister to execute the order or significantly hinders its execution, Bergmeister is entitled to withdraw from the Contract.
- d) If the Contractor has the right to withdraw from the Contract, it retains the right to the agreed remuneration for the partial services rendered and usable. In the event of unjustified withdrawal by the Contractor, it is not entitled to any remuneration.
- e) Bergmeister will have the right at any time to suspend the work for a limited period of time or to terminate the Contract, providing a valid reason, without the Contractor being able to claim compensation for existing (then emerging) damages or loss of profit.
- f) If the project is only partially carried out, the design and construction management phases are charged according to the usual percentages established by law (presentation, construction management, etc.).
- g) If the Contract is terminated, Bergmeister is entitled to receive an exact set of designs corresponding in detail to the final execution and all the documentation prepared by the Contractor for the project in question (not encrypted and fully usable in digital format and on paper), free of charge and regardless of the cause, after the execution of the Contract or in the event of its early termination.

§ 7 Taxes and payment methods

- a) The Contractor's request for remuneration is based on the guidelines and service specifications issued by the Order of Italian Engineers. In the case of additional and unscheduled services, the rates indicated therein apply, less the maximum discount. Special fee agreements stipulated in the Contract or power of attorney take precedence over these fee guidelines.
- b) Unless otherwise specified, all rates are expressed in EUROS.
- c) The interim invoices and the Contractor's invoices are paid only after the Customer has received the financial means from Bergmeister. The payment term is 30 days, unless otherwise agreed in the Contract.
- d) Regardless of this, the entrepreneur is obliged to perform its contractually agreed services.

§ 8 Place of performance and transfer of the Contract

- a) The place of performance of all the office's services is Bergmeister's registered office.
- b) Both parties undertake to assign all rights and obligations arising from the Contract without any limitation to legal successors.

§ 9 Confidentiality

- a) The Contractor is obliged to keep confidential all the information of the Customer, Bergmeister and persons or companies connected to them, provided or received both directly and indirectly, including by third parties or companies.
- b) the Contractor undertakes to use the information received exclusively for the contractual purpose; moreover, it cannot use the information obtained for commercial purposes or disclose it to entities not strictly involved in the process covered by the Contract;
- c) the Contractor also undertakes to inform its employees, collaborators and persons involved of the confidentiality clauses and to ensure that they observe them;
- d) the obligation of confidentiality remains even beyond the term of the collaboration;
- e) Bergmeister is also obliged to keep its planning activities confidential if and as long as the Contractor has a justified interest in such confidentiality. After the execution of the Contract, Bergmeister has the right to publish the project contents in whole or in part for advertising purposes, unless otherwise agreed in the Contract.

§ 10 Protection of project documents

- a) Bergmeister's projects, brochures, reports, technical documents and the like are protected by copyright. Any total or partial publication is only permitted with Bergmeister's written consent; the same applies to transmission and repeated use by third parties or the Contractor itself.
- b) Bergmeister is entitled and the Contractor is obliged to indicate Bergmeister's name (company, business name) in publications and announcements relating to the project.
- c) Bergmeister has the right to use all ideas, concepts and procedures drawn up and developed during the execution of the Services by the Contractor, alone and together with the Customer's staff, employees and other contractors, for similar work.
- d) Bergmeister has the right to continue to use, duplicate or modify the Contractor's plans and other documents free of charge. All copyrights and other rights in this regard are owned by Bergmeister.

§ 11 In the context of consumer protection, the following mandatory provisions apply:

Compensation for any counterclaims by the Contractor is inadmissible unless they are legally related to the obligation to pay remuneration, have been established by a court or have been recognised by Bergmeister.

§ 12 Liability

- a) The Contractor's liability includes repairing damage caused to the Customer and Bergmeister during the execution of the agreed service (default, delay, lack of diligence, warranty, etc.) The Contractor's liability also includes all indirect damages, e.g. loss of earnings and savings, over-employment of Bergmeister and the Customer, claims of third parties, etc. This responsibility includes both the services agreed between Bergmeister and the Contractor, and the use of the result of the services and the results thus obtained.
- b) The Contractor is fully responsible for its employees or third parties involved in the project by the Contractor.
- c) Bergmeister's liability is expressly excluded if, due to circumstances beyond its control, it was unable to perform the agreed services on time and without fault.

§ 13 Data protection

- a) The Contractor's data will be processed in compliance with Italian Legislative Decree No. 196 of 30/06/2003 (Privacy Code) and EU Regulation 679/2016. The Contractor's data will be processed for the time necessary to perform the Service Contract and kept for the entire period necessary in any disputes between the parties. The Contractor expressly declares to accept the conditions contained therein.
- b) Bergmeister is entitled to store, without restriction, all documents and data which it receives for the performance of the Contract or which have been created for this purpose. The Contractor also keeps all documents delivered to Bergmeister at its headquarters so that they can be reconstructed in the event of loss or damage.
- c) In order to ensure compliance with the legislation on the processing of personal data (EU Regulation 679/2016), the Contractor must adapt its behaviour and organisation to the following:
 - You are not allowed to consult any company document which you incidentally have access to during the course of your activities, unless explicitly authorised by Bergmeister;
 - You are not allowed to destroy any company documents which you incidentally have access to during the course of your activities, unless explicitly authorised by Bergmeister (or where document destruction – paper recycling is necessary); you are not allowed to take any company documents, which you incidentally have access to during the course of your activities, outside the company headquarters unless explicitly authorised by Bergmeister ;
 - You are not authorised to disclose to third parties, in any way, any information relating to Bergmeister and its customers, whether it relates to organisational, technological, commercial or any other aspect of company management;
 - Information and/or documents received and relating to Bergmeister and its customers, partners, suppliers, collaborators, employees or consultants must be processed and managed with the same levels of confidentiality as Bergmeister information;
 - ensure the confidentiality of the personal data of Bergmeister's workers and collaborators, Bergmeister's customers and any other partners;
 - perform the processing functional to the tasks assigned to it in accordance with the Contract and with the purposes for which the data is collected;
 - adopt suitable measures to guarantee the security of the data processed on behalf of Bergmeister or the Customer;
 - apply the security measures to guarantee the data's integrity, availability and confidentiality;
 - promptly send Bergmeister technical documentation relating both to the security measures in place and to the modifications subsequently adopted, following a request by Bergmeister, the Customer or any other authority entitled to do so;

- ensure and verify that personal data is kept for the time strictly necessary to ensure its availability for the periods necessary to achieve the security and protection purposes
- the Contractor will identify the persons authorised to process the data and provide them with adequate instructions;
- The Contractor must allow Bergmeister, providing full cooperation, to conduct checks periodically, or as the government provisions on security evolve;
- The Data Processor will also be required to promptly notify Bergmeister of requests from Data Subjects, disputes, inspections or requests from the Data Protection Authority, and any other relevant information concerning the processing of personal data;
- at the end of the processing operations entrusted, or at the termination of the contractual relationship, the Contractor, at the discretion of the Data Controller itself, will be required to return everything made available to it to Bergmeister or to provide for the complete destruction of such material
- the Contractor is not authorised to use other Data Processors to process personal data, even if only partially
- in the event that the processing concerns sensitive personal data as defined by EU Regulation 679/2016, this Contract also assumes the value of appointment as the Data Processor for processing personal data.

§ 14 Choice of law, competent court

- a) The contracts between the Contractor and Bergmeister are governed exclusively by Italian law.
- b) For all disputes arising from this Contract, the jurisdiction is agreed as that of the competent court for Bergmeister's registered office.
- c) In the event of discrepancy between the content of these general terms and conditions and other documents and/or offers provided by the supplier, even if signed by Bergmeister, the conditions set out in this agreement always prevail.
- d) If a clause of this agreement is or becomes unenforceable in whole or in part, this will not affect the validity of the remaining clauses;
- e) Any dispute between the parties regarding the interpretation, application and/or execution of this Framework Agreement or any other agreement will be submitted to the first instance arbitration procedure of the Bolzano Chamber of Commerce, Industry, Crafts and Agriculture.
- f) At second instance, it will be submitted to the Arbitration Regulations of the Arbitral Tribunal of the Bolzano Chamber of Commerce, Industry, Crafts and Agriculture, or to the final decision of an arbitration panel composed of three arbitrators (or a single arbitrator) according to the Arbitration Rules of the aforementioned Arbitral Tribunal. For the appointment of the arbitral tribunal (or sole arbitrator), the parties expressly refer to Articles 26 et seq. of the aforementioned Rules.

§ 15 Organisational, management and control model pursuant to Legislative Decree 231/2001

Bergmeister GmbH carries out its activities in accordance with the principles of the Organisation, Management and Control Model and the Code of Ethics, which were introduced in application of Legislative Decree no. 231 of 8 June 2001. All business partners agree to the Code of Ethics and undertake to observe its contents and values and, in general, to refrain from any behaviour that could constitute an offence under GvD 231/2001 could constitute an offence. The business partners also commit their possible internal or external employees to comply with all the principles of the Bergmeister GmbH Code of Ethics. Violation of the rules of conduct provided for in the Code of Ethics constitutes a serious contractual breach of contract. In the event of a breach of the Code of Ethics or the commission of an offence provided for in GvD 231/2001 by the business partners or their employees, Bergmeister GmbH may by its employees, Bergmeister GmbH may terminate this contract in accordance with Art. 1456 of the Swiss Civil Code. The cancellation is effective immediately upon receipt of the notice. Bergmeister GmbH may also claim compensation for any damage suffered.