

General Terms and Conditions of Supply

1. Introduction

1.1. These general terms and conditions of supply (“Terms” or “GTCS”) apply to contractual relationships between Ospedale San Raffaele S.r.l. (“OSR”) and its suppliers (“Supplier/Suppliers”) and concern the goods and services (“Products”) involved in the specific type of supply (goods and/or services).

1.2. The Terms and the Supply Order (as defined below) represent all the agreements between OSR and the Supplier concerning the supply of the Products and replace any other oral or written communications between the Parties prior to the Supply Order, with the exception of other special conditions expressly accepted by OSR in writing in the Order and/or in contracts negotiated between the Parties. Therefore, these Terms and the Supply Order prevail, to all effects, over any general or special terms drawn up by the Supplier.

1.3. Any conduct, also repeated, by one of the Parties that fails to comply with one or more of the provisions of the Terms or of the Order does not, in any case, prejudice the other Party’s right to request, at any time, the application of the provisions.

2. Definitions

2.1. Supply Order or Order: The order form completed and sent to the Supplier by OSR; these Terms as well as any annexes, product specifications, and additional documentation referred to in the Order are an integral part of the Order.

2.2. Party: OSR or the Supplier, individually.

2.3. Parties: OSR and the Supplier, jointly.

2.4. Products: Any good or service covered under the Order and that the Supplier undertakes to provide to OSR.

3. Scope and Application of the Terms

3.1. These Terms govern the supply of Products that OSR requests of the Supplier through an Order that is formally accepted by the Supplier. An Order is also considered to be accepted when the Supplier begins carrying out the contractual services envisaged under the Order or expresses its willingness to deliver on the Order.

3.2. The Order describes the Products, quantities, prices, purchase conditions (invoicing, payment conditions, reference to internal contacts and delivery terms, methods, place and timing), the Supplier’s obligations, and anything else that is required to uniquely identify and complete each part of the Order and to avoid any potential erroneous interpretation of it.

3.3. These Terms apply to each individual relationship with the Supplier that is established following the acceptance (in any of the ways envisaged under these Terms) of an Order, even if these Terms are not again expressly stipulated and/or referred to by the Parties. The Supplier is required to sign (double signature) these Terms only once and return them in PDF format to the contact person indicated in the Order or to the different address expressly indicated by OSR.



4. Orders and modifications

- 4.1. Orders and any modifications or additions must always be made in writing.
- 4.2. Estimates are binding on the Supplier, which will draw them up free of charge with no remuneration of any kind being due to the Supplier, unless the Parties agree otherwise in writing.

5. Delivery of Products

- 5.1. Deliveries or supplies that differ from the specifications indicated in the Orders may be refused by OSR or require, in order for them to be accepted, OSR's prior agreement and written consent.
- 5.2. The dates, locations and terms of delivery in the Order are binding on the Supplier. In this sense, the date of delivery of the Products at the location agreed in the Order will prevail.
- 5.3. If fitting (installation, activation) by the Supplier is envisaged under the Order, all related and indirect costs, unless otherwise agreed in writing, including travel, transport and installation, will be at the Supplier's expense.
- 5.4. If the Supplier makes deliveries that are late with respect to the agreed terms, or delivers the Products to locations or to parties other than those indicated by OSR, OSR may refuse to accept the Products and may claim a penalty equal to 1% of the price referred to in the Order for each day of delay in properly delivering on the Order, without prejudice to OSR's right to request greater damages.
- 5.5. In derogation from the second paragraph of Article 1510 of the Italian Civil Code, where applicable, the Supplier is not released from its delivery obligation by assigning the Products to a courier or shipper. The Supplier must immediately notify OSR's Purchasing and Logistics Department if it foresees difficulties that could hinder its ability to deliver or supply the Products promptly and at the level of quality requested. This, in any case, will not exonerate the Supplier from its related responsibilities and the consequences for delays in carrying out its agreed service.
- 5.6. The acceptance, also where unconditional, of a late delivery of the Products, will not entail and cannot in any way be understood to be or equated to OSR's waiving a request for compensation for damage (including penalties).
- 5.7. Partial deliveries or supplies will not be accepted, unless the Parties explicitly agree otherwise in writing.
- 5.8. For the purposes of any complaints by OSR, the quantities, weight and dimensions ascertained by OSR when accepting the goods will prevail.
- 5.9. All Products that require fitting must bear CE marking. In any case, the Supplier must deliver to OSR, together with the Products, all documentation necessary and suitable for proper use (including instruction and user guides, installation and assembly manuals, technical manuals, CE declarations of conformity, and warranty certificates).
- 5.10. The Supplier must remove and properly dispose of any packaging and waste, including electronic waste, that is produced following the assignment received as per the Order, as per applicable legislation. Before disposing of, recycling, or reusing

electrical equipment, the Supplier undertakes to carry out all actions necessary to guarantee the protection of any personal data contained therein by deleting or transforming it into an incomprehensible format, as per applicable legislation. The Supplier must also collaborate with OSR concerning the transfer of data and information concerning supplies.

5.11. Any violation by the Supplier of the provisions of this clause entitles OSR to immediately terminate individual Orders and/or contracts as per Article 1456 of the Italian Civil Code, with resulting requests for compensation for damage (including damage to OSR's image, consequential economic damage, and loss of profits).

5.12. It remains understood that OSR may withdraw from any single Order and/or contract. In such cases, the Supplier will only be entitled to remuneration for the services that it has performed and may not claim any other amounts for any reason.

6. Claims and Supplier guarantees

6.1. Acceptance of the Products is subject to and dependent on inspection and/or checks by OSR, which will verify that they contain no obvious flaws and defects and that the supply is complete and accurate.

6.2. Any payment of the supply, where prior to acceptance of the supply, will not imply acceptance and will not prejudice in any way OSR's right to challenge the supply, to return it (at the Supplier's expense), and to receive back, from the Supplier, the sums that OSR has already paid, in addition to compensation for damage.

6.3. The Products supplied by the Supplier are guaranteed to function properly, to be free of flaws and defects, and are therefore guaranteed under Articles 1490 and 1667 of the Italian Civil Code and under all the guarantees, with no exceptions, envisaged under Italian law concerning specific supply features. In this regard, the Parties acknowledge that, as per the first paragraph of Article 1495 and the second paragraph of Article 1667 of the Italian Civil Code, OSR has 60 (sixty) working days (understood as Monday to Friday, excluding holidays) to report defects after discovering them, without prejudice to other more favourable conditions under Italian law.

6.4. If the Supplier does not immediately remedy the defects at OSR's request, in the event of urgent cases and, especially, to avoid imminent risks or prevent further damage, OSR may carry out or have third parties carry out any necessary corrections to the defects, at the Supplier's expense.

6.5. If the Supplier provides Products of which it does not have full ownership, it guarantees that it will fully indemnify OSR against third-party claims or requests concerning its full title.

6.6. The Parties acknowledge that Article 1497 of the Italian Civil Code also apply to these GTCS.

6.7. Any costs arising from the supply of defective Products that do not function properly will be borne by the Supplier, especially concerning costs for transport, interventions, processes, labour, materials, inspections and checks.

6.8. The Parties agree that if OSR files a claim concerning a supply, even in part, OSR may suspend payment of the entire price until a court has ascertained, through a final judgment, the accuracy and merits of the claim; therefore, the Supplier may not take action to recover the related receivable, and interest will not be charged on the sums that OSR does not pay, including legal fees and those envisaged under Legislative Decree No. 231/2002 (as subsequently amended).

6.9. If the Supplier violates this clause, OSR may cancel individual orders and/or the contract as per Article 1456 of the Italian Civil Code, or request a price cut.

7. Subcontracting and supply features

7.1. Supplies must be made by the Supplier through its own company, which may not subcontract, even in part, the supply. Any exceptions must be expressly authorised in writing by OSR and, in any case, the Supplier will be liable towards OSR for all third-party activities as if the Supplier had carried them out. If the Supplier requests Products from third parties, the Supplier must incorporate the terms and conditions set out in the Terms and the Order into the related contracts.

7.2. The specific supply features requested by OSR will not exempt the Supplier from its obligation to guarantee products, from a technical and qualitative standpoint, that function properly and are free of defects.

7.3. The Products must be made in accordance with the scope of the Order and the purpose of the supply. The Supplier must follow general rules of science and state-of-the-art conditions, applicable legislation, consumer association directives, and safety rules and related measures, including OSR's safety standards.

7.4. In processing Orders, the Supplier undertakes to respect the interests of OSR, adopting and implementing measures entrusted to its discretion only following objective examination. The Supplier must guarantee supply continuity, this being understood as being in the public interest, and for no reason whatsoever may it terminate or reduce, even in part, its supply. Should this occur, OSR may exercise its right to immediately terminate the contract as per Article 1456 of the Italian Civil Code.

7.5. OSR must be informed immediately if third-party industrial or intellectual property rights are required to process Orders, even if there is a mere risk to this effect. In any case, the Supplier must hold OSR harmless from any claims brought by the legitimate holders of any violated rights, including any legal defence costs.

7.6. Unless otherwise envisaged under the Order, the drawings, descriptions, calculations and anything else carried out by the Supplier will be transferred to OSR at the time of their creation with no additional consideration obligation arising, as consideration is considered as already being included in the price paid to the Supplier as per the Order. The Supplier will have no rights on the Products, which will therefore become the full ownership of OSR. All the above documents must be delivered, as originals, to OSR as soon as they have been completed.

7.7. OSR may use and exploit, at its discretion, free from any third-party rights or claims, all results attained in carrying out the supply, including inventions and rights of use and exploitation as per the Copyright Law, from the moment of their conception and creation, with no additional consideration being due to the Supplier, as already envisaged under the point above.

7.8. Any patentable or non-patentable inventions created by the Supplier during the supply will be the exclusive property of OSR, with no additional consideration being due to the Supplier, unless otherwise agreed in writing. The Supplier will adopt appropriate measures for the immediate transfer of any inventions to OSR, unless otherwise envisaged under the contractual provisions between the Parties.

7.9. The documents that OSR makes available to the Supplier must be carefully safeguarded. Such documents, as well as models, drawings, drafts, etc. that are created or procured in order to carry out Orders will remain the property of OSR, to which they must be returned, at the very latest, upon completion of the Order. OSR reserves all rights to the documents that it makes available, even if a patent is granted for an invention, a utility model is registered, or other intellectual property rights arise. The Supplier retains no copyright on the above documents.

7.10. If the Supplier is informed of the purpose of the Products ordered, the Supplier will guarantee the compliance of these Products with the stated purpose. Any inspection or approval of parts of the Products will not affect the Supplier's obligation to supply the Products and to guarantee them.

8. Price and transfer of risk

8.1. Each Order will indicate the price of the Products. These prices are set and all-inclusive and cannot be changed, unless otherwise expressly agreed in writing on a case-by-case basis. The Supplier therefore declares and acknowledges that the prices indicated in the Order take into account all general and special circumstances that could affect the proper and complete processing of the Order (including local conditions and environmental constraints), considering it fair and profitable at its own risk entirely. Prices must therefore be considered as set, invariable and independent of any unforeseen events or circumstances, with the Supplier expressly assuming all risks as per Article 1469 of the Italian Civil Code and expressly waiving its rights under Articles 1664 and 1467 of the Italian Civil Code, this including any updates, revisions or adjustments, as the prices also take into account any additional costs that the Supplier is required to bear during its work to meet the deadlines, as well as any costs (including night or holiday work) where necessary to create or supply the Products within the established deadlines, when not due to wilful misconduct or gross negligence by OSR.

8.2. The Supplier undertakes to confirm, before each payment request, through a specific written communication to OSR, the Supplier's due fulfilment of its obligations (including concerning remuneration, social security contributions, insurance, assistance and workplace safety) pertaining to the employment relationships between the Supplier and its personnel through which it processes the Orders. In any case and for this purpose, the Supplier, at OSR's request, will deliver its updated document that proves that it has made contributions due (DURC) and will allow, at OSR's request, OSR to examine its employment register (LUL) or, where present, its payroll and personnel register, pay slips, and any other documentation necessary for a complete and timely examination of the Supplier's due payments of remuneration, social security contributions, and, generally, the Supplier's due execution of all of its legal and contractual obligations. If OSR is unable to view this information or if the documentation is not sent to OSR for reasons attributable to the Supplier, OSR may withhold any amounts due to the Supplier, for any reason, until the Supplier provides the documentation to OSR.

8.3. Unless otherwise agreed, prices will be intended as being delivered duty paid and will include packaging necessary to guarantee that the Products are intact. The Supplier assumes all risks of loss or damage concerning the Products until they are received by OSR or by a representative of OSR at the delivery place indicated in the Order.

9. Offsetting

Only OSR may offset any sums due to the Supplier with sums that the Supplier owes OSR (including penalties, compensation for damage, or any other sums). Therefore, the Supplier may not offset any sums.

10. Liability and indemnity of the Supplier

The Supplier will be liable for damage (actual losses and loss of profit) caused to OSR in carrying out the contract and undertakes to indemnify and hold OSR harmless from any detrimental consequences that OSR suffers and that are directly or indirectly attributable to the supply, including the costs for any actions (including legal action). This indemnity applies with reference to third-party requests for damages as a result of actions or omissions by the Supplier or by its employees, collaborators, suppliers, subcontractors or parties that are related to the Supplier.

11. Force majeure

In the event of force majeure, disputes with trade unions, disruptions in business beyond OSR's control, riots, government measures, and other unavoidable events, OSR is released from its obligation, for the duration of these events, to accept the Products as per the prearranged deadlines. During these events and for two weeks after they end, OSR may – without prejudice to any of its other rights – withdraw in whole or in part from the supply contract and from individual Orders with no consideration or compensation being due to the Supplier.

12. Workplace health and safety

12.1. The Supplier declares that it has read and unconditionally accepts the information concerning risks at OSR, with this information being available at: <http://www.hsr.it/condizioni-general-di-fornitura/>.

12.2. In processing Orders, the Supplier undertakes:

1) to contact, at the first Order/access, the OSR contact person to evaluate whether it is necessary to adopt additional measures as per paragraph 3 of Article 26 of Legislative Decree No. 81/08 (as subsequently amended), including accompaniment to specific sites, analysing transit routes or supply storage areas, or providing information concerning safe access procedures to higher-risk environments;

2) to guarantee:

a) that it meets the technical and professional qualification requirements under Legislative Decree No. 81/08 (as subsequently amended);

b) that the material supplied complies with health and safety laws in force and, when delivering the goods, concerning the Products, all documentation certifying the compliance of the Products and their type approval, safety data sheets, as well as their installation, user and maintenance manuals;

c) compliance with legal obligations concerning worker protection, also with regard to work and safety equipment;

d) timely reporting of any information that could affect OSR's risk assessment, and cooperation in implementing specific health and safety coordination measures where applicable;

e) that all the Supplier's personnel involved comply with OSR's general safety standards.

12.3. The Supplier also declares that the costs indicated include those involving measures to eliminate or reduce interferences, where present.

13. Confidentiality

13.1 The Supplier will keep confidential all information made available by OSR (including information that it learns from objects, documents, or software and any other information or experience), as well as the results of the work carried out based on Orders, with the exception of what is already public knowledge. This information will be made available only at the Supplier's registered office to individuals who require this information to carry out the supply to OSR. These individuals must undertake to keep this information confidential as required under these Terms. Such information is the exclusive property of OSR and cannot be duplicated or used in any way – except for deliveries intended for OSR – without OSR's prior written authorisation. At OSR's request, all information communicated by OSR (including copies or recordings, if any), as well as assets and tools that OSR grants to the Supplier for its use, must be immediately returned or proved to have been destroyed. OSR reserves all rights to this information (including industrial and intellectual property rights) and reserves these rights also concerning information provided by third parties.

13.2 Failure to comply with the obligations as per this clause will entail OSR's right to immediately terminate the Order and/or the contract as per Article 1456 of the Italian Civil Code, and the Supplier will be required to pay a penalty equal to 10% of the value of the Order, without prejudice to OSR's right to request greater damages.

14. Export controls and customs

The Supplier must inform OSR of any requirements concerning export (re-export) licences involving the Products in accordance with applicable Italian and international legislation on export controls and customs regulations. The Supplier must also inform OSR of legislation regarding checks of exports and customs regulations in force in the Products' country of origin. Upon request, the Supplier will provide OSR with written information on foreign trade information regarding the Products and their components and will promptly inform OSR of any changes to this information and, in any case, before making the supply to OSR.

15. Organisational Model pursuant to Italian Legislative Decree 231/2001 and Code of Ethics

15.1 The Parties declare that they are aware that Italian Legislative Decree no.231 of 8 June 2001 (the "Decree") provides for the direct liability of companies in relation to the commission of a series of offences committed by its employees, suppliers or business partners, which is in addition to the personal liability of the person who committed the offence.

15.2 The Supplier also acknowledges that OSR has adopted an organisation, management and control model in compliance with the principles set forth in the Decree (the "Organisational Model") and a Code of Ethics (the "Code of Ethics"), which can be freely consulted on OSR's website at <https://www.hsr.it/strutture/ospedale-san-raffaele/trasparenza> in order to prevent the liability envisaged for committing the offences provided for in the Decree and the application of the relevant sanctions.

15.3 In the performance of each Order and/or agreement the Parties undertake to not engage in any conduct likely to constitute the offences set out in the Decree - regardless of whether the offence has actually been committed or is punishable - and to operate in compliance with the rules and principles of the Decree. The Supplier also undertakes to comply with the rules

set out in the Organisational Model and Code of Ethics of OSR in the performance of all the services covered by each Order and/or agreement. The violation of the aforesaid obligations will result in a serious breach of the obligations undertaken in accordance with each Order and/or agreement and will entitle OSR to terminate the latter with immediate effect, pursuant to and in accordance with article 1456 of the Italian Civil Code, without prejudice to compensation for any damages caused including, for example but not limited to, those deriving from applying the sanctions set forth in the Decree to OSR. OSR reserves the right to withdraw unilaterally and with immediate effect from each Order and/or agreement, if the Supplier, not compliant with the provisions of this article, does not provide the documentation requested by OSR or provides false and/or incomplete data, or opposes the audits requested by OSR.

16. Privacy

16.1 As per Legislative Decree No. 196 of 30 June 2003 (“Privacy Code”), as subsequently amended and supplemented, and as per Regulation (EU) 2016/679 (“EU Regulation”), personal data that is exchanged by the Parties throughout the contract will be processed by each Party only for the administrative purposes necessary to fulfil their respective contractual obligations, as well as to fulfil any legal obligations, as per the principles of lawfulness and correctness and so as to protect the confidentiality and rights granted under applicable legislation, in compliance with appropriate security and data protection measures.

16.2 If, in performing the contract, the Supplier processes personal data on behalf of OSR, the Supplier undertakes, as of now, to be designated, with no added financial burden for OSR, as Data Processor as per Article 28 of the EU Regulation.

16.3 It is understood that the Supplier will indemnify and hold OSR harmless from any requests for compensation for any damage to third parties due to the violation of privacy legislation and that is attributable to the conduct of the Supplier and/or of its personnel.

17. Factoring

The Supplier may not assign, to third parties, its claims and/or rights arising from any relationship with OSR, except with the express written consent of OSR.

18. Miscellaneous

The unenforceability of one or more clauses of these Terms, of the Order, or of subsequent written supplementary agreements will have no effect on the other conditions. The Parties will agree on a replacement clause that reflects, as closely as possible, their economic intentions.

19. Applicable law and exclusive jurisdiction

These GTCS are governed exclusively by the substantive laws of the Italian Republic, irrespective of the rules of private international conflict-of-law rules. All disputes arising out of or in connection with these Terms will be submitted to the exclusive jurisdiction of the Court of Milan, with the Parties expressly excluding the jurisdiction of any other court.

In acceptance of the above general terms and conditions of supply:

Place, date: _____

Supplier's stamp: _____

Signature: _____

After having examined the contents herein, the Supplier specifically approves, also as per Article 1341 and 1342 of the Italian Civil Code, the following clauses: 1.2 (Prevalence of these Terms); 3.3 (Application of the Terms also to future dealings); 5.12 (Right of withdrawal); 6.3 (Supplier guarantee and waiver of deadline to report defects); 6.8 (Right to suspend payment); 7.1 (Prohibition on subcontracting); 9. (Offsetting); 10. (Liability and indemnity of the Supplier); 11 (Force majeure – withdrawal); 13.1 (Confidentiality); 15.3 (Organisational Model pursuant to Italian Legislative Decree 231/2001 and Code of Ethics); 16.3 (Indemnity); 17. (Prohibition on factoring); and 19. (Applicable law and exclusive jurisdiction).

Place, date: _____

Supplier's stamp: _____

Signature: _____