

O-I Italy SpA

Special terms and conditions of supply

Rev.	Description	Date	Drafted	Verified	Approved
0	Emission	21.01.2019	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office
1	Revision	22.10.2021	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office
2	Revision	05.02.2024	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office
3	Revision	12.06.2024	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office
4	Revision	15.10.2025	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office
5	Revision	20.01.2026	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office	Purchasing/EHS/Legal Office

Introductory note

This document will be shared with each OI Supplier, Service Provider, and/or Contractor (" **Supplier** ") in order to make them aware of the specific supply conditions and OI's expectations regarding the performance of the commissioned activity. The document must therefore be shared before OI issues the Purchase Order and/or Contract, **signed by the Supplier to acknowledge that they have read and understood its contents, and returned to OI.**

General notes

- Each Purchase Order and/or Contract must be executed in accordance with what has been verified by the Supplier during the site inspection and agreed upon with the Management of the O-I Italy Spa headquarters or plant (" **Client**" or " **OI** ");
- If, in whole or in part, the works are connected to the OI production cycle and, therefore, have to be carried out during OI plant downtime, it is the Supplier's responsibility to agree on the schedule and duration of the works, obtaining all the necessary information, in order to avoid any delays that could result in production losses for OI and related damages;
- The work may be performed concurrently with other companies engaged by OI to perform other activities. Concurrent work may result in the temporary interruption of the Supplier's activities. This, having been foreseen and specified, shall not give rise to any charges to OI for construction site downtime and/or reduced productivity of the Supplier's workers;
- The provisions of the Purchase Order and/or Contract supersede and derogate from any other terms and conditions contained in any form, template, offer, or document of the Supplier, even if presented or submitted by OI before or during the execution of the Purchase Order and/or Contract, even if after the date of this document. The only valid additions or amendments to the provisions set forth below shall be those signed for acceptance by an authorized representative of OI.

Preliminary information for the Supplier

Each Supplier must undergo the OI approval process, which must be repeated at least **every 3 years** , or sooner if requested by OI. The approval process requires the completion of specific checklists and submission of the documentation requested by OI.

The documentation submitted must be validated by OI.

Subcontracting not requested by the Supplier at the time of the offer is prohibited .

All contracted activities shall be carried out entirely and completely by your own employees and you may not, under any circumstances, use subcontractors and/or external collaborations.

Any requests for subcontracting must therefore be made during the bidding phase and sent to the plant purchasing office accompanied by the documents of the company for which the subcontract is requested.

For a complete list of the documentation required for the above request, please contact the plant purchasing department. The subcontracting request, following evaluation by the purchasing department of the proposed company and the related documentation, must be accepted in writing by OI, otherwise it will not be considered approved.

Before starting work, and only in exceptional cases to be jointly evaluated by the parties, the request for a waiver of the Subcontracting Prohibition must be submitted in writing no later than fifteen working days before the start of work, without prejudice to the documents required for the Company requesting the Subcontract and the written authorization of OI.

The authorization for the exemption will be granted by the OI Purchasing Manager and/or the Employer of the plant where the work is to be completed.

Use of OI tools and equipment

To perform the contracted work, the Supplier must use its own tools, equipment, vehicles, fire extinguishers, monitoring and rescue equipment, etc., including ladders, lifting equipment, manual tools, and/or any other equipment necessary to complete the work commissioned. The loading and unloading of the equipment required to perform the activity from the Contractor's vehicles shall be the Contractor's responsibility, as shall the loading and unloading from vehicles specifically equipped for the purpose of performing the contracted activity.

The tools and equipment must be in good condition, undergo to required inspections, and meet applicable regulatory requirements.

Only in case of emergency and when the specific activity cannot be organized otherwise, the use of tools and equipment owned by OI may be granted, subject to the drafting of a temporary loan agreement signed by the respective employers.

Language Requirements

Suppliers who are not Italian nationals must have at least one Italian-speaking person on each shift, who may also be a designated translator. This is necessary to facilitate free discussion between OI and the Supplier and also to maintain effective communication in the case of emergency.

The cost of any translator must be indicated in the safety costs.

EHS Leader

The Supplier must have its own EHS Leader. An additional Supplier EHS Leader will be required if more than 50 Supplier employees are present on the OI site to perform "Group 3" and "Group 2 high-risk" activities, as defined by the OI Contractor procedure.

The costs for the additional EHS leader will need to be indicated in the safety costs.

PPE for the Supplier

The Supplier must provide its employees with the necessary PPE (as well as training in its use, maintenance, and disposal) to perform the activities commissioned by OI. The PPE must guarantee at least the same level of protection (or a higher level of protection) as required by OI. If the Supplier's employees do not have the necessary PPE, the activity will be suspended until the appropriate PPE is provided by their Employer. Under no circumstances PPE may be provided by OI.

Use of respirators

Only Supplier employees who have been trained in the use of respirators in accordance with applicable regulations and who have been assigned personal respirators are authorized to enter the Batch House Area. To access the composition department, a respiratory protection mask with a filter rating of at least P3 must be worn. The Supplier's personnel must be informed of the risks deriving from free crystalline silica (see specific attachment to the OI Silica procedure).

Safety Costs (Legislative Decree 81/08 and subsequent amendments)

Safety costs are the costs of preventive and protective measures against interference risks.

Safety costs must be determined analytically, on a lump sum or measured basis, and not as a mere percentage of the amount of work.

Each Supplier must formulate its offer indicating the safety costs, dividing them as follows:

TYPE AND DESCRIPTION	AMOUNT'	UNIT COST	TOTAL COST
1. PPE for interference or on request OI		€	
2. Segregation of the area		€	
3. Special equipment and vehicles		€	
4. Training on OI company procedures		€	
5. Collective protection devices		€	
6. Safety arrangements for interference management		€	
7. Fire-fighting equipment for hot work		€	
8. Additional Security Officer on request OI		€	
9. Interpreter			
10. Other (please specify)		€	
Total			€

Please note : Safety costs may also be zero, but this information must still be provided in the offer and in the purchase order.

Work Guarantee

All work must be supervised by the Supplier's specialized technicians, who will organize the construction site in coordination with the OI staff.

All work must be carried out by the Supplier in a workmanlike manner and must ensure strict compliance with the instructions, technical specifications, OI drawings and any changes made by the OI Technical Department.

The Supplier therefore undertakes to repair, during execution, but in any case before completion of the work, any part of the work that is found to be non-compliant with the specifications indicated by OI. Delivery and acceptance of the work by OI shall not prevent OI from exercising its rights, including those to redo and/or correct the work, claim damages, or terminate the Contract. OI may file a complaint for defects, flaws, or shortcomings in quality or quantity within 120 working days of their discovery.

Quantity - Changes - Extra Work

The quantities indicated in the Purchase Order and/or Contract are those indicated by the Supplier, evaluated and reported in the respective offer. Any different quantities used due to an incorrect evaluation by the Supplier are therefore not a reason for changing the cost of the activity. If, during the execution of the work, changes in quantity are necessary compared to those estimated in the offer by the Supplier, for reasons beyond the control of OI, these shall be entirely borne by the Supplier. For any other changes or additional work that may be required, before proceeding, the Supplier must submit the relevant cost estimate to the OI Purchasing Department for approval.

Price invariability

The prices agreed upon with OI and set forth in individual purchase orders are to be considered fixed and invariable; therefore, they will not be subject to any upward revision regardless of the labor and/or materials market trends during the execution of the contracted activities.

Any price changes must be previously agreed in advance between the Supplier and OI, in writing.

Quality of materials

The Supplier must guarantee that the work will be carried out using new, top-quality materials from leading national and foreign companies, free from defects, and undertakes to redo, at its own expense, any parts of the completed work that are found to be poorly executed or defective.

System warranty

The warranty period is 2 years on the system and/or installed product, starting from the date of commissioning.

During the entire warranty period, spare parts will be replaced by the Supplier free of charge and without any charge to OI.

Compensation for damages

The **Supplier** shall be liable for all direct and indirect damages that may be caused, by way of example and not limited to, by breakages and/or failures and/or anomalies resulting from the Supplier's non compliance.

Technical and safety documentation

The Supplier must deliver to OI the technical and safety documentation, including certifications and drawings (new and/or modified), in their original format. If floor plans/technical drawings are produced, they must also be delivered in DWG format.

Before starting any activity, the Supplier is required to send the preliminary construction drawings to OI for approval, also indicating the expected timing for their execution.

Upon completion of the work, and in any case before the expiry of the agreed payment terms, the Supplier must strictly deliver to OI a copy of the documentation " AS BUILT" of the work performed.

OI reserves the right to suspend payment of invoices until the aforementioned documentation has been delivered.

Administrative, Insurance and Accident Liability

With regard to administrative, insurance and accident liability relating to employees and/or workers employed by the Supplier ("**Personnel**") or its auxiliaries, sub-suppliers or subcontractors, it is specified that, with reference to said Personnel, the following circumstances are declared and guaranteed by the Supplier:

- (i) an employment relationship has been established in compliance with applicable legislation;
- (ii) the regular National Collective Labor Agreement relating to its product sector has been applied and punctually complies with current legislation on labor matters;
- (iii) all legal and contractual obligations towards the Personnel have been correctly fulfilled without exception or exclusion, including those relating to remuneration, contribution, and taxation (for social security, insurance, accident, welfare purposes, etc.);
- (iv) all other provisions for the protection of the Personnel have been applied, including all accident prevention measures necessary to protect their safety and physical integrity, as required by law, experience and technical standards.

Reference legislation for the Supplier

The commissioned activities and/or the supply of goods provided for in the Purchase Order and/or Contract must be performed in compliance with the Laws and Regulations in force on the date of execution of the activities and/or supply of goods (i.e. the design and/or installation of the goods themselves). In the event of the execution of the activities and/or supply of goods during the transition period between one regulation and the next, the next most recent regulation shall be applied. The identification of all technical standards that may be applicable to the performance of the activities and/or the supply of goods, in addition to those already indicated in the technical specifications, is the sole responsibility of the Supplier, who assumes all liability for an incorrect or incomplete choice of applicable regulations.

CE Certification

All materials, products, and machinery ("**Products**") supplied to OI must bear the CE conformity marking in a legible and indelible manner, if applicable, and as required by the EU directives and/or regulations applicable to the specific Products. The identification of all EU directives and/or regulations applicable to the supplied Products, in addition to any information already indicated in the technical specifications, is the responsibility of the Supplier and/or Contractor, who assumes responsibility for any incorrect or incomplete CE marking.

Machinery Directive

If the Products supplied fall within the scope of the Machinery Directive, the machine and/or assemblies of machines and/or partly completed machinery must comply with the requirements of "MACHINERY DIRECTIVE 2006/42/EC" and any subsequent amendments. Specifically, the machine and/or assemblies of machines must bear the CE marking, affixed indelibly to the machine itself, by the declaration of conformity in accordance with Annex IIA of the aforementioned directive, signed and dated by the manufacturer, and by the user and maintenance manual. For partly completed machinery, however, a data plate must be affixed showing the manufacturer's details and the characteristic data of the partly completed machinery, as well as the declaration of incorporation pursuant to Annex IIB of Directive 2006/42/EC, signed and dated by the manufacturer, and the assembly instructions.

Instructions for Use, Installation and Maintenance Manual

The manuals containing the instructions for use, installation and maintenance for the operator and maintenance technicians must be provided with the Products, before and/or with their delivery and must be in Italian, as required by current legislation.

Machine Noise

The Supplier is obliged to indicate in the use and maintenance manual of the machinery purchased by OI the data relating to the weighted and peak sound pressure, as indicated by the Machinery Directive 2006/42/EC.

Declaration of conformity

Upon delivery of the works, the Supplier will issue OI with a declaration of conformity in accordance with Machinery Directive 2006/42/EC and subsequent amendments, if applicable to the type of activity performed, guaranteeing that the works have been carried out in a workmanlike manner in compliance with the CEI Standards and with the provisions of the applicable technical legislation (Inter-Ministerial Decree of 22 January 2008, no. 37).

In addition, for electrical installations the Supplier shall deliver:

- *Electrical test report according to EN 61439 for electrical panels*
- *Declaration of Conformity to the Low Voltage Directive 2014/35/EU and Electromagnetic Compatibility EMC Directive 2014/30/EU, if required for the activities in question.*

Welding

The materials used in welding and the methods in execution must comply with the currently applicable technical standards and, in particular for metallic materials, with the series of standards UNI EN ISO 3834-X, UNI EN ISO 15614-1. Furthermore, welders must hold the appropriate license and be qualified for the activity, as required by the applicable standards in force UNI EN ISO 9606-X and UNI EN ISO 15614-X .

Information and documentation required before starting activities

Each Supplier must identify an on-site employee as its “EHS Contractor Leader” (contractor contact and/or person in charge indicated in the work permit) who must be the contact person for OI.

Each Supplier will also be provided with the name of the OI contact person, reported in the DUVRI - Documento Unico di Valutazione dei Rischi da Interferenze (Single Document for Interference Risk Assessment) (if present) as the “Client Contact Person”.

Each Supplier (or Subcontractor in the event of a derogation granted by OI from the prohibition of subcontracting) taking part in the works must (as also provided for by art. 26 of Legislative Decree 81/08 and subsequent amendments) produce the following documentation and deliver it to OI in Italian:

in all cases

- OI Purchase Order countersigned for acceptance
- In case of subcontracting, copy of the OI authorization
- Subcontracting agreement signed between the contracting company and the subcontractor, in the event of a derogation granted by OI
- Copy of the DURC - Documento Unico di Regolarità Contributiva (Document of Contribution Regularity) - dated no earlier than 90 days
- Photocopy of the extract from the Single Employment Register relating to the personnel authorised to carry out the commissioned work
- Certificate and/or declaration attesting to the subscription of a Workers' & Third Party Liability insurance policy (“RCT&O”), issued by a leading Insurance Company with a coverage limit appropriate to the activity performed and the insured risk and, in any case, not less than €5,000,000 on an annual basis and €3,000,000 per claim, to cover civil liability towards employees and/or third parties, as well as for any damage and/or injury and/or liability resulting from the activities carried out by the Supplier/Contractor, including coverage of risks from accidents arising from the movement of forklifts and/or lift trucks in their function as “handling equipment”;
- Certificate and/or declaration attesting to the subscription of an adequate All Risks/Property insurance policy to cover the building owned by the Supplier/Contractor and to cover the goods owned by OI stored there, for fire risk, risk of atmospheric events, etc.
- Certificate and/or declaration attesting to the subscription of an adequate insurance policy to cover Catastrophic Events (Ministerial Decree no. 18 of 01.30.2025), where applicable.
- Certificate and/or declaration attesting to the subscription of a Product Liability policy (Finished Product Recall) to cover damages for finished Products blocked but delivered to end customers, where applicable.
- Name of the Personnel carrying out the activities
- Medical suitability of Personnel for the job
- Documentation of employment for Personnel (UNILAV) who will need to access the OI sites
- Professional certificates/licenses of workers, in the case of specific activities
- General and specific training of Personnel in accordance with the State-Regions Agreement, including specific certificates for the activities commissioned. For example, if work on electrical system is planned, Expert Person (PES) e Warned/Instructed Person (PAV) certificates must also be attached.
- Provision of PPE to Personnel (declaration and/or delivery form)
- Excerpt from the DVR showing the analysis of the commissioned activity
- The completed and signed DUVRI. The Supplier must also produce their own DVR - Documento di Valutazione dei Rischi (Risk Assessment Document), POS (Piano Operativo di Sicurezza - Operational Safety Plan), or its work plan (particularly for high-risk activities). In case of artisan businesses, a self-declaration of completed risk assessment is required.
- Documentation relating to the machinery/equipment to be used to carry out the activity
- Annex B1 to the Contractor OI IT PD 301 procedure must be submitted, duly completed, regarding chemicals and waste. If chemicals are present, the relevant safety data sheet must be attached.

at the request of OI

- copy of registration in the Register of Companies dated no earlier than 6 months, in order to verify whether the commissioned activity constitutes the object of the Supplier's activity
- copy of the DURF (Documento Unico di Regolarità Fiscale - Document of Fiscal Regularity), dated no earlier than 120 days. This request must be made if the following requirements are met simultaneously:
 - exceeding 200K euros on an annual basis for the same contract
 - labor intensive, i.e. prevalent use of manpower at the client's premises
 - use of the client's capital goods OI
- DSAN (Dichiarazione Sostitutiva di Atto Notorio – Substitute Declaration of Certification) - pursuant to Presidential Decree no. 445 of 28/12/2000 - certifying, inter alia, the payment of all remuneration, as well as social security and welfare contributions, according to the DSAN form - facsimile B (available at the plant and/or purchasing department) which must be submitted before the invoice payment deadline;
- Anti-mafia certification - DSAN (Dichiarazione Sostitutiva di Atto Notorio – Substitute Declaration of Certification) accompanied by a copy of the identity documents of the owner and attorneys (facsimiles available at the plant and/or purchasing department);
- Self-certification – DSAN (Dichiarazione Sostitutiva di Atto Notorio – Substitute Declaration of Certification) regarding the presence of the technical-professional suitability requirements, as provided for by art. 26 of Legislative Decree 81/08 and subsequent amendments;
- Copy of the Accident Register (last five years) or, alternatively, self-certification from the legal representative DSAN (Dichiarazione Sostitutiva di Atto Notorio – Substitute Declaration of Certification) regarding accidents recorded and reported in the last 5 years containing:
 - Number of days of absence
 - Details of the event
 - Corrective actions taken.
- “Special conditions of supply” signed for acceptance.

Performance high-risk work

Each Supplier, for the performance of **high-risk work**, must also provide additional documentation to that indicated above according to the type of activity to be performed, as indicated below.

Works involving the installation of scaffolding

- scaffolding logbook (documentation pursuant to art. 131, paragraph 6, of Legislative Decree 81/08)
- copy of Pi.M.U.S. (Piano di Montaggio, Uso e Smontaggio - plan for the assembly/use/disassembly of scaffolding pursuant to Articles 134 and 136 of Legislative Decree 81/08)
- scaffolding project in the cases referred to in art. 133 of Legislative Decree 81/2008
- training certificates for Personnel involved in assembly
- documentation for carrying out work at height reported in the following paragraph

Working at height (as defined by the Golden Rules O-I and Chapter II of Legislative Decree 81/08)

- Training certificates for working at height and for using Category III PPE for fall protection
- Medical suitability for working at height

Works involving temporary or mobile construction sites (as defined in Title IV of Legislative Decree 81/2008)

Each Supplier shall produce and send to OI and to the OI safety coordinator, where present:

- an Operational Safety Plan (POS) relating to the activities covered by the contract (art. 89 paragraph 1, letter h, of Legislative Decree 81/2008 and subsequent amendments) containing all the topics covered by the same decree (Annex XV point 3.2.1);

- for self-employed workers, a list of suitable personal protective equipment - PPE – self provided, training certificates and health suitability where expressly required by Legislative Decree 81/2008 and subsequent amendments.

Work in environments suspected of being polluted or confined (Presidential Decree 177 of 14 September 2011 which introduces measures to increase the health and safety protection of workers operating in environments suspected of being polluted and articles 66 and 121 of Legislative Decree 81/08)

- certification of presence of the requirements set out in art. 2, paragraph 1, of Presidential Decree 177/2011 without, however, the possibility of subcontracting;
- procedure for access, safe working of Personnel within confined spaces and emergency procedure for the recovery of Personnel within the confined space, in addition to the DUVRI;

When carrying out activities in environments suspected of being polluted or confined, the Supplier must have appropriate PPE for accessing confined spaces (including air quality monitoring equipment) and the equipment necessary for the recovery of injured Personnel.

Before approving the start of activities, OI conducts a safety briefing with the Supplier, specifying, for example, the content of the activities to be performed, locations, times, interference, prevention and protection measures, PPE, etc. The forms (work permits) are then filled out, with which OI authorizes the carrying out of the activities indicated in the Purchase Order and/or Contract.

The activity cannot begin without completing the aforementioned work permits.

If interference risks emerge that have not been correctly assessed and/or are not included in the "["DUVRI"](#)", work will not begin until the relevant prevention/protection measures have been integrated.

If necessary, OI will hold an activity coordination meeting and draw up minutes of the decisions made during the coordination meeting.

Rules for accessing OI sites

When accessing OI sites, Supplier Personnel must:

- deliver the list of personnel assigned to the activities on a daily basis
- sign the register at the reception upon entry and exit
- always wear the appropriate identification badge with a photo, showing the worker's personal details, the name of the Employer with the date of hiring and, if subcontracted, with the relevant authorization (art. 5 Legislative Decree 136/10)
- follow the EHS training (EHS induction) upon entry and pass the related comprehension test (to be repeated at least once a year)
- be provided with all necessary PPE
- attend safety briefings as required by OI.

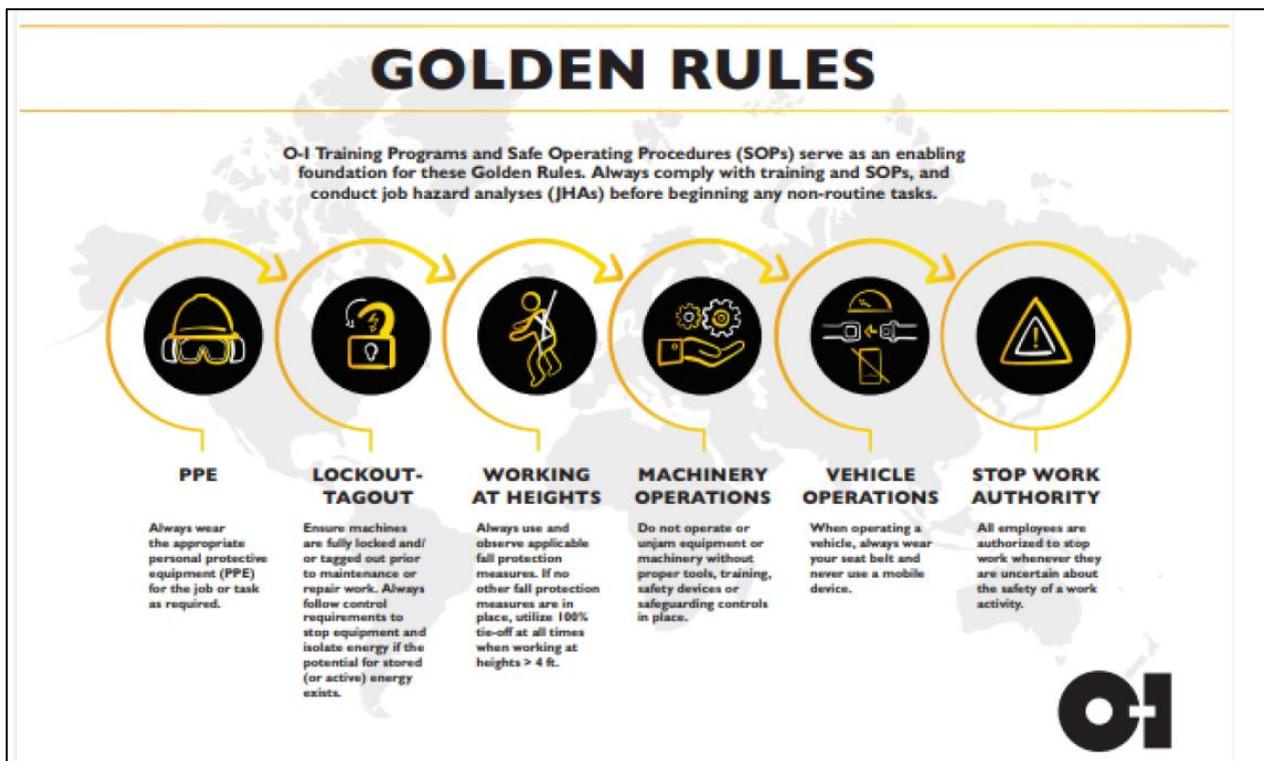
Rules and behaviors to be adopted and observed by the Supplier during the performance of activities

Each Supplier shall:

- a) ensure that its Personnel always wear their identification badge (containing their first name, last name and company name) as indicated above
- b) circulate exclusively in the areas of the plant which are the subject of the commissioned activity, as identified in the work permit signed before the start of the works
- c) ensure constant supervision of the works, through the Contractor EHS Leader, whose name will be provided to the OI plant, carrying out regular monitoring of the works performed on the OI sites to ensure that health and safety risks are minimized and that they are under control
- d) comply with all applicable laws and regulations on safety and prevention of accidents at work, with particular reference to Legislative Decree 81/2008 and subsequent amendments
- e) use machinery, work equipment and temporary structures that comply with the relevant regulations

- f) provide Personnel with personal protective equipment (PPE) and collective protective equipment appropriate to the type of work to be carried out and the environment in which the work will take place
- g) for maintenance and/or high-risk work (hot work, work at height, or work in confined spaces), sign and comply with the safe work permit and the specific work permit for high-risk activities. These permits will be completed at the OI plant in the presence of an OI manager. For hot work (welding, use of open flames or sparks), the Supplier must be equipped with all necessary equipment (its own) to prevent the spread of flames and to deal with any potential extinguishing. It must therefore be equipped with one or more fire extinguishers and, if necessary, fire blankets.

During their stay at OI sites, Supplier Personnel must always comply with all requirements set forth by Italian law regarding health and safety in the workplace and all OI internal rules, with particular attention to the “Golden Rules”.



Risk-inducing and/or unsuitable behaviors for the workplace are not permitted. Failure to comply with EHS regulations and OI requirements may result in the removal of Supplier personnel from the OI site.

The Supplier shall immediately “Stop Work” and report to its “OI Point of Contact” if the following cases arise:

- 1) Asbestos-Containing Materials (ACM) affected or potentially affected by planned works.
- 2) Spill or release of oil or other materials/substances into soil, surface water, sewers, or air.
- 3) Cutting or welding of products painted or coated with material that may contain lead (not previously identified).
- 4) Other potentially dangerous, harmful or adverse environmental impacts that have been encountered and other situations deemed unsafe.
- 5) Stop operations immediately in the event of serious and imminent danger to the health and safety of persons.

If, during the course of the activities, risks of interference emerge that have not been correctly assessed and/or are not included in the "DUVRI" , the activities must be immediately interrupted until the relevant prevention/protection measures have been integrated.

According to the O-I Golden Rules, any OI employee and/or Supplier Personnel is authorized to stop work when he or she is unsure of the safety of a particular work activity.

The Supplier EHS Leader must immediately address any unsafe or dangerous behavior of their Personnel and/or unsafe conditions.

The Supplier's EHS Leader must immediately report any injuries, accidents, near misses, and first aid to the OI Point of Contact. Furthermore, they must investigate the causes of any accidents and injuries involving their employees. The Supplier shall always maintain open communication with the OI Point of Contact.

The Supplier's EHS Leader will participate in coordination meetings for the activities being carried out:

- when necessary in the case of group 1 and 2 activities
- every day in the case of group activities 3.

Energy Products and Services Provider

Energy Products and Services Provider must be of primary and recognized importance and reliability. The **energy services and energy consultancy provider** (EsCO) must have at least five years of industrial experience, preferably in the glass sector, have promoted at least ten projects for obtaining TEEs, and hold UNI CEI 11352:2014 certification (for EsCO).

For purchases of energy products and services, the following requirements must be met:

- **Electric motors:** the choice of electric motor must be based on high performance and an efficiency class not lower than IE2 or IE3, depending on the year, and be designed according to EU regulations CE 640/2009 and subsequent amendments and EU 2019/1781 (applicable from 01/07/2021) and subsequent amendments.
- **Electrical equipment:** for electrical equipment such as inverters, PLCs, switches, transformers, UTA-UPS, the efficiency class must be highlighted. Transformers in particular must comply with the ecodesign requirements set out in Regulation 1783/2019, amending Regulation 548/2014. Fans with a power rating between 125 and 500 kW must comply with Regulation 327/2011.
- **Combustion systems** (burners installed on boilers): the choice of burners installed on boilers must fall on those with high combustion efficiency [not less than $90 + 2 \log (P_n)$ with $P_n =$ nominal useful thermal power (Legislative Decree 152/2006 and subsequent amendments)].
- **Lighting fixtures:** For outdoor lighting, lamps must have low upward reflection. Light sources must comply with ecodesign requirements according to EU Regulations 244/2009, 245/2009, 874/2012, 1194/2012 and 2019/2020 (effective September 1, 2021).
- **Air compressors :** the compressor must be energy efficient and, where possible, a heat recovery system should be installed.

FSSC 22000 food safety certification

In compliance with the requirements contained in the FSSC 22000 certification standards, aimed at ensuring food safety, OI informs that the goods produced by OI plants are intended to come into direct contact with food.

Therefore, under no circumstances shall the Supplier's Personnel:

- come into contact with ongoing production or packaged product present in OI warehouses;
- access production areas without the proper authorization from the OI Food Safety Manager.

If the work should impact ongoing production, specifically, the manufacturing department, the cold storage area, or the finished product warehouse, the OI Food Safety Manager must be informed immediately so that he can assess the impact, including the suitability of the required equipment and/or resources used.

Non-compliance and/or violation of obligations relating to health and safety matters

It is specified that in the event of non-compliance and/or violation of one of the obligations relating to health and safety indicated above, by way of example and without limitation, OI shall be entitled to suspend the Supplier's work and/or to remove non-compliant Personnel, and/or to terminate the Contract, charging any resulting costs, including direct and indirect damages.

Supplier's non-compliance relating to remuneration, contribution, insurance, etc.

Please note that OI will be entitled to suspend, in whole or in part, payments of the Supplier's invoices:

- in the event that, following an audit by OI with the Supplier's Personnel [an audit that OI will be authorised to carry out without prior notice and without any authorisation], breaches of contract by the Supplier towards the

Personnel are verified, whether in terms of remuneration (also in relation to the number of hours of service provided), contributions, insurance and/or any other nature.

- in the event of failure to present documentation of contribution compliance (DURC) and/or tax compliance (DURF) until such documentation has been presented in full.

OI shall also have the right to terminate, by operation of law, without formal notification and/or prior notice, nor compensation of any kind, the Purchase Order and/or the existing Contract, if the above obligations are not complied with immediately and without further delay.

Failures of the Supplier in carrying out its activities

It is specified that OI will also be entitled to suspend, in whole or in part, payments of the Supplier's invoices:

- in the event of failure to perform the service, in whole or in part, or in the event of failure to perform the service according to the indications set out in the supply specifications shared between the parties, duly reported in writing by OI to the Supplier.

Supplier's indemnity obligation

The Supplier expressly undertakes to indemnify and hold OI harmless from:

- (i) any prejudice, damage, loss, liability, cost, charge or expense, in relation to any claim and/or demand and/or action that may be brought against OI for any fact or act or omission attributable to the Supplier (or its employees or any subcontractors, suppliers or auxiliaries) as a consequence of and/or in relation to the execution of the Purchase Order and/or the Contract;
- (ii) any request for payment and/or compensation for damages, of any nature whatsoever and by anyone made (including social security institutions and other public authorities), and/or any penalty that may arise directly or indirectly from failure to comply with the regulations relating to the employment relationships of the Personnel, as well as any failure to fulfill the salary, contribution, and insurance obligations undertaken in relation to the aforementioned subjects, and in any case to indemnify and hold OI harmless from any and all prejudicial consequences (including, in the event of litigation, the payment of legal fees paid by OI to lawyers of its choice) that may arise from the application of (a) art. 1676 of the Italian Civil Code, (b) art. 29 of the Legislative Decree 276/2003, as subsequently amended and (c) of Legislative Decree 81/2008 as subsequently amended, as well as any claim or action by the Personnel, as well as by social security institutions and public authorities, having as their object employment relationships or de facto relationships allegedly maintained with OI.

It is understood that the indemnity and hold harmless obligations imposed on the Supplier pursuant to this paragraph in favor of OI may be performed through offsetting pursuant to art. 1252 of the Civil Code with the fees owed by OI to the Supplier and pursuant to the Purchase Order and/or the Contract.

Supplier's Environmental Commitment

In relation to the assignment received from OI to carry out the works indicated in the purchase order or contract, the Supplier hereby **DECLARES**

1. to undertake to inform the Personnel under his/her control who will be working in the O-I Italy SpA plant indicated in the Purchase Order or Contract, regarding the content and signing of this declaration;
2. to be aware of the current legislation regarding the environment (emissions, discharges, waste, soil pollution, noise pollution, etc.), which it will observe and ensure its Personnel observe;
3. not to abandon waste or pour liquids into the drains of OI sites;
4. to follow the instructions provided by the OI site referents;
5. to be aware that OI Italy SpA may terminate the Contract and/or the Purchase Order if the Supplier violates the aforementioned provisions and the applicable environmental legislation.

Contractual clause on environmental protection and indemnity (in the case of maintenance activities where the contractor is contractually entrusted with the management of waste resulting from its activity)

The Supplier - responsible for the risks inherent in the process for waste collection and disposal resulting from its activities - undertakes to ensure that temporary storage is carried out by sorting waste into homogeneous categories, in special containers labeled with the corresponding CER code for the type of waste stored therein, in dedicated areas based on the instructions provided by OI.

The Supplier undertakes to adopt appropriate internal procedures for the correct management of waste and, specifically, undertakes to ensure that disposal/recovery is carried out in accordance with the methods established by applicable environmental legislation.

The Supplier declares that it will deliver waste for disposal to companies authorized to carry out the collection and transport of special waste, registered in the "Albo Nazionale dei Gestori Ambientali" (National Register of Environmental Service Providers). The Supplier must receive the fourth copy certifying disposal within three months. If it does not receive it, the competent local Province must be notified. The Supplier undertakes to retain the fourth copy of the FIR, certified by the competent Chamber of Commerce or by the Tax Agency and duly completed, for at least five years.

The Supplier hereby undertakes to indemnify OI for any penalties that may arise as a consequence of incorrect management of the mandatory documentation.

The Supplier undertakes to properly manage waste at all stages, from collection to actual disposal, ensuring not to burn, destroy, or intentionally reduce the quantities of waste produced by its activities.

The Supplier further declares that it is equipped to manage any accidental spills of material at OI sites/facilities and, in any case, undertakes to promptly inform OI personnel in order to avoid potential damage to the environment. The Supplier hereby undertakes to indemnify OI for any penalties that may arise as a consequence of its unlawful conduct.

The Supplier, if it uses an intermediary to manage the waste, undertakes to ensure that the waste is not in turn transferred to a second intermediary, thus avoiding the concept of "double intermediation".

Disposal of waste abroad (cross-border waste shipment) is prohibited.

Finally, the Supplier hereby undertakes to indemnify OI for any penalties that may arise for the latter as a consequence of the incorrect management of the Supplier's waste as part of the activities carried out on behalf of OI, and OI reserves the right to take action for compensation for any damages.

Contractual clause for waste transport and disposal Service Providers

The Supplier declares that it is a company authorized to carry out the intermediation/transport/disposal activities of the types of waste indicated in the Contract and/or Purchase Order of OI and, if applicable, to be registered in the National Register of Environmental Services Providers and to use exclusively vehicles duly authorized for transport activities based on the type of waste, in compliance with the provisions of the Highway Code and in perfect working order.

The Supplier undertakes to maintain these requirements for the entire duration of the Contract and/or Purchase Order with OI and to promptly communicate to OI via certified email to oi.italy@legalmail.it, any act or fact that affects, even temporarily, the permanence of the above-mentioned requirements.

The Supplier undertakes to take due diligence – within the scope of its responsibilities and parts of the waste management process – to ensure that OI obtains the fourth copy of the waste identification form (FIR) completed, dated, and signed by all parties involved in the waste management chain within three months of the date of commencement of disposal/recovery or, in any case, within the more restrictive timeframes set by the relevant environmental legislation, in order to certify that proper disposal has taken place.

The Supplier undertakes to carry out the transport or to verify that the transport companies, in the case of intermediation of OI waste, carry out the activity in compliance with current regulations, verifying that the loading is carried out in a workmanlike manner and in compliance with the maximum quantities established by law, avoiding in any case overloading and violation of other provisions of the Highway Code.

The Supplier undertakes to use only means of transport equipped with the required devices and tools to ensure that each phase of the transport process is carried out in complete safety for workers, the environment, and the community.

The Supplier undertakes to properly manage OI waste at all stages, from collection to actual disposal, ensuring that the necessary controls are carried out to ensure that the quantities of waste produced by OI are not illegally reduced. Finally, the Supplier hereby undertakes to indemnify OI against any penalties that may arise as a result of any irregularities in the waste management activities entrusted to the Supplier.

Confidentiality

The Supplier undertakes not to transfer, assign and/or disclose, to third parties other than OI and companies of the OI Group, information, images, data, news, drawings, projects, reports on OI and/or on the subject of this Contract, without prior written authorization from OI, and not to reveal, in any way and to anyone, news, facts, organizational situations, types or methodologies of plants and processes, raw materials / materials used, customers, suppliers and contractual counterparties and anything else of which the Supplier becomes aware during or in relation to the negotiation, conclusion, execution or termination of the Purchase Order and/or the Contract.

The Supplier declares to be aware that failure to comply with the above-mentioned commitments implies a violation of industrial property rights and trade secret regulations, and that OI will be entitled, through any action, to protect its rights.

Date: _____

Supplier Stamp and Signature: _____