



Standard Terms and Conditions of Service

Effective January 1, 2023

Italy

The Parties mutually acknowledge that the terms and conditions set out in these Standard Terms and Conditions of Service have been negotiated and therefore articles 1341 and 1342 of Italian Civil Code shall not apply.



STANDARD TERMS AND CONDITIONS OF SERVICE

These Standard Terms and Conditions shall govern – together with orders – the relationship between the Company, belonging to Carrier Global Corporation – or its affiliate – (hereinafter the “**Purchaser**”) and the supplier (as identified from time to time in each order, hereinafter the “**Supplier**” and, together with Purchaser, the “**Parties**”) in respect to the provision of the Services – as defined below and identified in each order – that the Supplier will provide to the Purchaser.

For the purposes of these Standard Terms and Conditions, the following terms shall have the meanings set forth below:

“**Corrupt payment**” means anything of value authorized, offered, promised, or provided, directly or indirectly by the Supplier to improperly influence a person or a business in order to secure any improper advantage. Corrupt payment includes facilitating payment but exclude anything of value provided in response to an extortionate demand by a third party which places the Supplier under imminent threat of physical harm.

“**Entity**” means any corporation, limited liability company, partnership, sole proprietorship, trust or similar business entity, whether profit or not for-profit.

“**Facilitating Payment**” means a payment to a Government Official for the purpose of securing or expediting the performance of a routine government action, such as granting permits or licences, processing visas or customs clearance.

“**Government**” means any:

- a. Government, foreign or domestic, whether at the national, regional, or local level;
- b. Entity acting in an official capacity on behalf of a government;
- c. Entity, company, or business owned or controlled in whole or in part by a government;
- d. Political party;
- e. Public international organization (e.g., United Nations, World Bank); or
- f. Department, agency or instrumentality of any of the foregoing.

“**Government Official**” means any officer, director, or employee (whether elected or appointed) of a Government or any candidate for any position therein.

“**Services**”: the services specified in the Order and in the scope of service, as well as any ancillary services.

“**Order**”: the purchase order issued by the Purchaser with any attachments thereto.

“**Parties**”: shall mean jointly the Purchaser and the Supplier.



“Price”: the price for the purchase of the Services specified in the Order, including any charges, levies or taxes, except for VAT.

“Resources”: personnel assigned by the Supplier to perform the Order in whatever capacity (including by way of example, but not limited to: employees, co-workers, apprentices, trainees, etc.).

“Rules and Regulations”: each and any regulatory, administrative or technical instrument or provision of law, even if under a court order, on lawful and proper merchantability, safety, nature, quality, and technical and functional suitability of the Products as applicable in the countries where the Products are marketed by Purchaser or by its affiliates.

“Third Party”: any individual that is not an employee of **Carrier** or any Affiliate of **Carrier**; or any **Entity** that is not **Carrier** or an Affiliate of **Carrier**.

“Carrier”: the company Carrier Global Corporation.

“Carrier Group”: The Carrier international corporate Group to which Purchaser belongs;

The Carrier Code of Ethics available at <https://www.corporate.carrier.com/corporate-responsibility/governance/ethics-compliance/>, the Carrier Supplier Code of Conduct available at https://www.corporate.Carrier.com/Images/Carrier-Supplier-Code-of-Conduct-07-2020-English_tcm558-81504.pdf as well as the 231 Model adopted by Purchaser pursuant to legislative decree no. 231/2001 (hereinafter also only **“231 Model”**), available on its internet site form an integral and essential part of these Standard Terms and Conditions.

1 SCOPE OF SERVICE.

1.1 The Supplier agrees to provide the Services in compliance with the technical and functional, terms, times and manner set forth in these Standard Terms and Conditions and specified in the Orders issued by the Purchaser from time to time. More generally, the Services shall comply with any applicable regulations and shall be fit for the purpose for which they are provided. The Supplier shall timely request any clarifications or other information omitted when drafting the Order, which may be necessary for better performance of services.

1.2 Signing these Standard Terms and Conditions (hereinafter also briefly referred to as **“Standard Terms and Conditions”** or **“Agreement”**) does not create an agent-principal relationship.

2 PERFORMANCE OF SERVICES.

2.1 The Services will be performed at the Purchaser’s or Supplier’s premises, or at any other location, as specified in the Order.

2.2 Dates and period of performance of the Services are specified in the Order and reflect the Purchaser’s needs. Said dates must be considered essential deadlines pursuant to art. 1457 of the Italian Civil Code. The Supplier shall comply with such dates and shall in any case inform the Purchaser in the event of a delay.

2.3 The Purchaser shall name a contact person who will verify the proper performance of the Services and certify it as a precondition for invoicing the agreed consideration, unless a different invoicing procedure is specified in the Order.

2.4 In the event the Services are rejected, the Supplier shall supplement the Services or make any modifications necessary to render them compliant with the Order and shall bear any charges and expenses incurred in this respect. The Purchaser shall, in any case, have the right to demand compensation for damage incurred by the Purchaser and to terminate the Order. The Purchaser shall also be entitled to procure the Services under the scope of service elsewhere and any extra price shall be borne by the Supplier.



3 WARRANTY.

3.1 The Supplier warrants that, regardless of the Purchaser's inspection, the Services performed shall comply with the technical and functional specifications, terms time and manner set out in the Order and with any other requirements agreed upon between the Parties. The Supplier shall bear sole liability towards the Purchaser in respect of the performance of the Services.

3.2 The Parties expressly agree that the Purchaser may suspend payments in the event the Services do not comply with the technical and functional specifications, terms, time and manner as set out in the Order or with any other requirements agreed upon between the Parties, until the Services are rendered compliant with the above mentioned technical and functional specifications and requirements.

3.3 Failure to fulfil the obligations under this Clause 3 shall entitle the Purchaser to terminate the Order the default relates to, pursuant to Art. 1456 of the Italian Civil Code, to repeat any payments made and to demand compensation for any damage incurred.

4 CONSIDERATION AND INVOICING.

4.1 The Consideration for the Services shall be specified from time to time in each Order.

4.2 Unless specifically otherwise set out in the Order, the Consideration is fixed and invariable and includes and represents the full consideration for any and all obligations, costs and charges provided for in the Order for the provision of the Services.

4.3 In addition to the references required by law, each invoice shall always include the date of the corresponding Order further to (a) a fairly and accurately description, in reasonable detail, of the actual services performed; (b) the individuals or Entities performing the services; (c) the period of performance; and (d) the fees and expenses that are payable under the relevant agreement.

4.4 Unless otherwise communicated in writing by Purchaser to the Supplier, invoices shall be issued monthly and sent exclusively via XML format, in accordance with the law, which shall be the only format deemed valid for the purposes of this contract. The Purchaser ID is as indicated by Purchaser. Any errors or omissions in the Supplier's invoice or the failure to submit the supporting documents shall determine the payment of a penalty of €300.00 (EUR three hundred/00), as well as the suspension of payment until such errors or omissions are remedied and/or documents are complete.

4.5 The Parties agree that the Supplier's failure to fulfil the obligations under these Standard Terms and Conditions or under individual Orders shall entitle the Purchaser to suspend any payments due for services performed in the past, also unrelated to the Order, by way of compensation for possible damage resulting from Supplier's default. Purchaser may suspend the payment thereof until the compliance of the service supplied is proven by a final court judgement and, therefore, the Supplier may not file claims to recover its credit nor may any interest accrue for the unpaid amounts, not even the statutory interest rates and those set forth by Italian Legislative Decree no. 231/2001 as amended and supplemented.

5 PAYMENT TERMS.

5.1 Unless specifically otherwise set out in the Order, the Consideration shall be paid by bank transfer under the terms and conditions specified in the Order, to the account identified by the IBAN number of the Supplier.

5.2 Notwithstanding the provisions of Italian Legislative Decree no. 231/2001, in the event payment does not occur within the term set out above or in the corresponding Order, interest at the legal rate shall begin to accrue under Art. 1284 of the Italian Civil Code after fifteen days from receipt of the letter of default in payment sent by the Supplier by registered mail with advice of receipt or by certified e-mail.



5.3 Unless otherwise agreed in writing between the Parties, the payment terms for the Services purchased under the Order shall be 120 (one hundred and twenty) days plus 10 (ten) days from invoice date, end of month.

5.4 Any payment of supplies shall not negatively affect, in any way, the right of Purchaser to challenge the supply and to settle the payment again, in addition to its right to claim compensation for any suffered loss or damage, without exceptions, against the Supplier.

5.5 Payments from Supplier to Purchaser, if any, must be made only and exclusively by the legal entity or physical person indicated in the invoice and signing the present Agreement, unless otherwise agreed in writing with Purchaser, at latest, before the performance of the services by Supplier. Purchaser has the unilateral and indisputable right to refuse, at its only discretion, any payment by a third party, different from the Supplier's, not previously authorized by Purchaser in accordance with the present clause.

6 SETOFF.

The Purchaser may set off any amounts due to the Supplier by reason of an Order against any debts or claims owed by Supplier.

7 PURCHASER'S PROPERTY.

7.1 Any tools, drawings or other material that the Purchaser may make available to the Supplier or the Supplier may produce on behalf of the Purchaser for the purpose of providing the Services under an Order, or for which the Purchaser has paid consideration, are the sole property of the Purchaser.

7.2 The Supplier shall not limit such property right in any manner by placing liens, pledges, encumbrances on them or otherwise. Upon termination of the relationship between the Parties or after the Order is performed, and anyway upon the Purchaser's demand, the Supplier shall return such property to the Purchaser in the same conditions as it was originally made available, with the exception of reasonable tear and wear by virtue of the activity performed. The Purchaser shall have the right to inspect the condition of its property after prior notice to be sent to the Supplier's premises.

8 INTELLECTUAL PROPERTY RIGHTS.

8.1 The Supplier warrants that the provision of the Services will not infringe on the intellectual property rights of third parties (including, but not limited to know-how, patents, licences, prior user rights, etc.), and the Purchaser will be able to make use of the provided Services safely and undisturbed.

8.2 The Supplier shall not use the name, trademarks or commercial brands of the Purchaser without the prior written consent of the Purchaser. In the event the Supplier needs to use Purchaser's drawings in order to perform the Services, the Supplier shall not make available such drawings to third parties, and anyway shall not use them for any purposes other than providing the Services.

8.3 The Supplier shall indemnify and hold harmless the Purchaser, also with respect to legal fees and costs, from and against any third-party claims in connection with any alleged infringement of intellectual and/or industrial property rights relating to the provision of the Services and, where required, shall offer the Purchaser the broadest assistance and collaboration in connection with any third-party claims.

9 SUPPLIER'S PERSONNEL.

9.1 The Supplier declares that it has its own independent organisation, it conducts business at its own risk and it has the necessary personnel and equipment to provide the Services. These Standard Terms and Conditions shall not be construed as creating any relationship between the Parties other than a supplier-purchaser



relationship; by way of example and without limitation, joint-ventures, *de-facto* companies, fiduciary, trust, agency, employment and subcontracting relationships are excluded.

9.2 The Supplier shall perform the activities under the Orders using its employees and co-workers, with whom it shall have entered into suitable employment and/or service agreements in full compliance with the law in force.

9.3 The Supplier shall offer its personnel the remuneration, employment and social security terms provided for by prevailing law, regulations or national collective agreements; all obligations concerning the payment of social security and welfare contributions, insurance against occupational accidents and third-party liability under prevailing law shall attach to the Supplier, as well as any other expense incurred by reason of in compliance with law and/or administrative provisions.

9.4 Pursuant to Act no. 977/1967 (as amended and supplemented), Italian national collective agreements, ILO Convention no. 138 of 1973, ILO Convention no. 182 of 1999, as well as other national, EU and international provisions that prohibit the employment of minors, Purchaser forbids its suppliers to make use of child labour. Only apprenticeship, internship or similar training schemes for minors, as provided for by the law, are allowed. "Minor" means any individual who is under the age of 16 years or anyway under compulsory school age, or anyway under the legal working age. The Supplier is aware that Purchaser does not purchase Services or services from suppliers that make use of child labour, and declares and confirms that the Supplier, its *operating companies*, divisions, subsidiaries and/or associates, in Italy or abroad, do not and will never make use of child labour to provide the Services or services.

9.5 In the event the Supplier fails to comply with the provisions of this Clause, this Agreement shall be terminated by operation of law under Art. 1456 of the Italian Civil Code, by a simple written notice sent to the Supplier. Furthermore, if the Supplier fails to comply with the provisions of this Clause 9, including the mere hypothesis of irregularities, including documentary ones, connected to the obligations referred to in this Clause, Purchaser will also have the right to suspend the payment of any sum and/or consideration due to the Supplier, and/or to withhold the same as compensation for any damage, and/or sanctions, and/or any other detrimental or adverse effect suffered by the Purchaser as a result of the violation of the provisions referred to in this Clause 9, except in any case, the right to request compensation for the greater damages suffered.

9.6 The Supplier shall defend, indemnify and hold harmless the Purchaser from and against any damage, fines, disputes, and/or any detrimental or adverse effect suffered by the Purchaser arising directly with its personnel as to the violation of applicable regulations or with social security authorities as to the relating relationship, and with third parties as to issues concerning the work entrusted to them, and shall bear any resulting charges and expenses even after the effective term of individual Orders.

10 ADDITIONAL OBLIGATIONS OF THE SUPPLIER and ITC

10.1 The Purchaser encourages the Supplier to adopt the Carrier Supplier Code of Conduct or a similar code meeting the same requirements suitable for its reference industry, requiring compliance with law and regulations in force, including guidelines to maintain a safe and healthy work environment, giving due consideration to environmental protection, waste and emission reduction, energy saving, and prohibiting involvement in unlawful conduct (e.g. facilitation, or offer or payment of bribes).

10.2 By way of example and without any limitation whatsoever, the Supplier undertakes:

- to observe all prevailing law provisions and regulations, including those prohibiting collusion, conflicts of interest, corruption and unfair competition, further to dispositions of the Carrier Code of Ethics, of the Carrier Supplier Code of Conduct and of the 231 Model (hereinafter the "Rules"), that it has read and understands;



- not to offer, promise, attempt to offer or provide any kind of Corrupt payment or Facilitating payment (directly or indirectly);
- not to offer, promise, attempt to offer or provide any ownership or financial interest in the Supplier to any Purchaser or Carrier's employee or Government Official;
- to timely and accurately record all transactions and expenses relating to the Purchaser in its accounting books and records and supporting documents (e.g. invoices, receipts);
- generally, to avoid any conduct that involves committing and/or a risk of committing an unlawful act and/or a crime (irrespective of whether such unlawful acts and/or crimes are actually committed or punishable);
- to perform every assigned task with transparency, loyalty, fairness, professional rigour and in good faith;
- to not give and/or promise any form of gifts and/or benefits and/or payments in favour of employees of the Purchaser or individuals employed with the public administration, public officials and/or public servants, with special regard to: Italian and/or foreign public managers, officials, employees and/or of political parties and/or their members and officials, candidates to political posts and/or their relatives and/or individuals connected with them, as may influence their independent judgement, abusing their functions, and/or induce anyone to secure any advantage in favour of Carrier Group (e.g. in order to obtain, retain or direct business agreements to it);
- to immediately inform the Purchaser in writing of any situation that may, even just potentially, lead to a conflict of interest and refrain from taking any action in conflict of interest, without the prior express written authorisation of the Purchaser.

10.3 In order to ensure the respect of the Rules during the performance of this General Conditions, each Party undertakes to provide all documents and other information proving compliance with the Rules, when required by the other Party and to inform the other Party without delay, of the Party being in breach of any Rules, of the Party being aware of any breach of the Rules by a third party, as well as of any measures implemented in order to comply with the Rules.

10.4 The Supplier, after prior reasonable notice, grants the Purchaser and/or its authorised representatives access to its operational offices/headquarters, as well as to its account books and staff registers and the relating documents (with a right to view and reproduce them) to enable them to evaluate and determine the Supplier's compliance with the obligations under these Standard Terms and Conditions and with the Rules and with any individual Order, and to the business practices applicable to the goods/services provided under the Orders. In addition to the provisions of the above paragraph, the Supplier's failure to assist with any verification or investigative *audit* of the Purchaser to establish compliance with the provisions of this Clause, entitles the Purchaser: i) to suspend payments; ii) to demand the compensation of damages.

10.5 In the event the Supplier fails to comply with the provisions of this Clause, this Agreement shall be terminated by operation of law under Art. 1456 of the Italian Civil Code, by a simple written notice sent to the Supplier.

10.6 International Trade Compliance:

Restricted Parties and Restricted Sourcing (a) Supplier represents that it is not a Restricted Party, defined as (i) a party listed on a list of parties with whom business is restricted or prohibited by the United States, the European Union or its Member States, the United Kingdom, or other applicable governments, including but not limited to the US Office of Foreign Assets Control ("**OFAC**") Specially Designated Nationals List, the OFAC Consolidated List, or other similar lists; (ii) the government, including the agencies and instrumentalities thereof, of **Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk, Kherson, Luhansk or Zaporizhzhia regions of Ukraine ("Restricted Territory")**, or Venezuela; (iii) an ordinary resident of, or entity incorporated under



the laws of a Restricted Territory; or (iv) an entity owned 40 percent or more, in the aggregate, or controlled by, a party covered by (i)-(iii). Supplier shall notify Purchaser promptly and in writing if Supplier, any of its subsidiaries, or any of their respective officers or directors, or Supplier's vendors working on this Agreement, in each case, becomes, or there is a reasonable basis that such party will become, a Restricted Party. (b) Supplier shall not procure Products, services, goods, parts, or Product components subject to Orders and this Agreement, from (A) Restricted Parties, (B) Restricted Territories, or (C) regions or entities restricted for import into the country of destination, such as parties and regions subject to Withhold Release Orders issued by U.S. Customs and Border Protection. Supplier shall provide Purchaser, upon Purchaser's reasonable request, the identity of its suppliers and/or the Product manufacture location or any Product subcomponents, as applicable, to confirm compliance with legal and regulatory requirements and the Order. Supplier shall ensure sub-supplier compliance with this section of the Agreement.

Export Compliance: Supplier is responsible for obtaining, at its own expense and risk, all permits, certificates and licenses required by applicable Laws (including export licenses). Supplier shall provide Purchaser with reasonable assistance in obtaining any re-export licenses. Supplier shall inform Purchaser in the order receipt acknowledgement of any dual-use goods and provide Purchaser with the classification number and any documents required to obtain the export license. Supplier shall comply, and cause each of its subsidiaries, agents and contractors to comply, with respect to all activities and transactions contemplated under this Agreement, with all applicable export control laws, regulations, and orders (including the U.S. Export Administration Regulations administered by the Bureau of Industry and Security, U.S. Department of Commerce ("BIS"), 15 C.F.R. parts 730-774) or the European Union Regulation 2021/821 ("Export Controls") and economic sanctions laws and trade embargoes (including those administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and U.S. Department of State and the European Commission ("Sanctions")). Supplier (i) represents and warrants to Purchaser that such Products are not subject to the jurisdiction of the ITAR and do not appear on the United States Munitions List ("USML"), and (ii) shall provide Purchaser with (a) the applicable Harmonized Tariff Schedule Number and (b) the Export Control Classification Number ("ECCN") of such Products, software, technology or services controlled by the EAR, and to include the ECCN of parts and components if such classification differs from the ECCN of the goods or software and (c) and the dual-use status of such Products or any analogous classification under any other Applicable Law.

11 OBLIGATIONS OF THE PARTIES CONCERNING SAFETY MATTERS.

The activities under the Order to be performed at the Purchaser's premises shall be carried out in compliance with the guidelines of the Purchaser, the specifications and the prevailing regulations on health, safety and accident prevention (including, but not limited to Italian Legislative Decree no. 17/2010, Italian Legislative Decree no. 81/2008 as amended and supplemented), paying special attention to the preliminary communication and documentation necessary for any cooperation and coordination activities.

12 NO ASSIGNMENT OR SUBCONTRACT OF AGREEMENT OR ASSIGNMENT OF CREDITS.

The Supplier may not assign or subcontract in full or in part the Orders and/or the rights and/or obligations thereunder to third parties. The Supplier may not transfer the right to collect and assign the credits relating to the Orders, and anyway such acts shall not be enforceable against the Purchaser.

Pursuant to Art. 1406 of the Italian Civil Code, the Supplier herewith agrees that the Purchaser may assign the Order, in full or in part, to third parties and companies of its Group.

13 TERMINATION.

13.1 Except for the specific termination provisions set out elsewhere in these Standard Terms and Conditions and without prejudice to the right to damage compensation, the Purchaser may terminate the Orders by operation of law, pursuant to Art. 1456 of the Italian Civil Code, by simple written notice, if the Supplier does not fulfil correctly any one of the obligations concerning:

- (i) compliance of the Services with the corresponding technical and/or functional specifications;
- (ii) delivery of the Services within the term set forth by the Order;
- (iii) property rights of the Purchaser provided for by Clause 7;
- (iv) intellectual or industrial property rights of the Purchaser or of third parties and relating indemnity provided for by Clause 8;
- (v) warranty provided for by Clause 3;
- (vi) observance of health and safety regulations;
- (vii) failure to observe, even in part, the provisions of the Carrier Code of Ethics and of the Carrier Supplier Code of Conduct and of any additional policies to be issued, as well as the provisions of 231 Model;
- (viii) failure to observe the provisions of Clause 10;
- (ix) confidentiality obligations;
- (x) prohibition to assign the Order and/or credits or to subcontract the Order;
- (xi) failure to maintain an insurance policy;
- (xii) obligations concerning the traceability of financial transactions;
- (xiii) if the Supplier becomes insolvent or bankrupt, or enters into bankruptcy proceedings.

13.2 Purchaser shall also have the right to immediately terminate the Order in the event that the corporate structure of the Supplier is modified as to include a competitor of Purchaser, directly or indirectly through persons or subsidiaries, associates or investees, including *de facto* companies, or if the Supplier or any of its directors, officers, or employees becomes for any reason persona non-grata in jurisdiction where work is performed or to any Government or Government Official.

13.3 The Purchaser shall advise the Supplier immediately, and anyway within 2 days, of the occurrence of any such event. The Purchaser shall, in any case, have the right to terminate the Orders pursuant to Art. 1454 of the Italian Civil Code in the event of Supplier's default of any kind, provided that the Purchaser has sent an invitation to perform within 15 days by registered mail with advice of receipt, and the claimed default has not been remedied within that term. After termination of this agreement for whatever cause, the Supplier shall return to the Purchaser all material possibly made available for provisions of services under the Order and shall remove any persons and property of the Supplier from the Purchaser's sites.

13.4 In the event of termination by operation of this Clause, the Purchaser shall have no obligation to make any additional payments to the Supplier. Recovery of loss of profit of the Supplier is expressly excluded.

14 EARLY TERMINATION.

14.1 The Purchaser may terminate Orders at any time by written notice sent by Certified Electronic Mail or registered mail with advice of receipt and in advance by fax. Termination will take effect on the fifteenth day after receipt of such notice by CEM or fax, and the Purchaser shall pay the amounts due to Supplier for the Services provided until termination date; recovery of loss of profit is expressly excluded.

14.2 Without prejudice to the early termination by notice expressly provided for by specific provisions hereof, Purchaser shall be entitled to suspend the performance of the Order, by written notice to the Supplier, at the occurrence of the following events:

- (i) situations, facts or actions indicating a situation of intervening or predictable inability of the Supplier to ensure the normal fulfillment of its obligations (such as, but not limited to, in cases of failed or delayed payments to employees, social security authorities, tax authorities, suppliers or banks, as well as bill protests, securities and/or property executions, revocation of licenses or permits, preparatory and/or initial actions for voluntary liquidation procedure, application for arrangement with creditors, or out-of-court settlement, winding-up by court order or composition, bankruptcy, etc.);
- (ii) interruption of Services for a period longer than 15 (fifteen) working days due to the suspension of the normal activity of the Supplier, for any reason whatsoever;



(iii) failure to ensure consistent quality of Services, in compliance with the requirements specified in Order and/or of Purchaser.

14.3 If the aforementioned circumstances do not cease within 30 (thirty) days of receipt of a communication from Purchaser, this latter shall have the right to terminate the Order with immediate effect by sending a normal written notice, with no damage, compensation or reimbursement rights for the Supplier.

15 CONFIDENTIALITY.

15.1 Any information concerning the Purchaser, its business, products and clients, the Supplier should obtain in the course of performing the Orders and its obligations under these Standard which Terms and Conditions shall be treated as confidential Information. The Supplier shall only use such information in connection with the obligations under these Standard Terms and Conditions and with order performance and within the strictly necessary limits, and shall not disclose it in any way or manner, copy or reproduce it, without the prior written consent of the Purchaser, except when its disclosure becomes necessary to comply with any legal obligations or orders of any competent authorities, provided that, even in such circumstances, the Party that has to fulfil these requirements promptly informs the other Party in order to agree on the time and contents of any communication which, as far as possible, shall be limited to the facts and/or documents which the aforementioned obligations or orders refer to. The Supplier shall protect the confidentiality of the Purchaser's information with the same degree of care with which it protects its own confidential information. Any information made available by the Purchaser under this Agreement, including any copies, shall be returned or destroyed by the Supplier upon the occurrence of any of the following events, whichever occurs first:

- upon completion of Orders;
- at any time, upon Purchaser's demand;
- upon termination of the relationship between the Parties for whatever cause.

15.2 The Supplier shall cause its employees to fulfil the obligations under this Clause. The provisions of this Clause shall remain in full force and effect even after this Agreement is terminated for whatever reason.

16 DATA PRIVACY.

The terms and conditions for the processing of personal information relevant to these Conditions are indicated in Annex A "Processing of personal information".

17 ORDER OF PRECEDENCE.

In the event of a dispute or a conflict between the provisions of the Order, the Standard Terms and Conditions and the Supplier's quotation accepted by Purchaser, if any, for the purpose of governing contractual relationship, the order of precedence shall be as follows: (i) Order; (ii) Standard Terms and Conditions; (iii) Supplier's quotation accepted by Purchaser.

18 GOVERNING LAW AND COURT OF JURISDICTION.

These Standard Terms and Conditions and the relating Orders are governed by Italian law. Any disputes between the Parties in connection with the Standard Terms and Conditions and/or the Orders, including those concerning validity, construction, enforceability, performance and termination, shall be submitted to the Court of Milano, Italy, that shall have sole jurisdiction.

19 REGISTRATION.



For the purpose of registration, the Parties declare that this agreement concerns transactions subject to VAT carried out in the course of business and as such, registration is only required as and when the document is filed with official authorities, subject to payment of a fixed registration tax.

20 NOTICES

In order to be fully enforceable against the other party, any communication between the Parties in respect of the relationship hereunder shall be made in writing and sent only to the following addresses:

For the Purchaser: as specified in the Order or indicated by the Purchaser

For the Supplier: Address specified in the Order.

and to the e-mail addresses expressly designated from time to time.

21 ORDERS.

21.1 The Orders issued by the Purchaser shall be treated as contracts in their own right and governed by these Standard Terms and Conditions. At the Purchaser's discretion, Orders may be sent to the Supplier by registered mail with advice of receipt (hereinafter "Mail Orders"), or also by electronic mail ("E-mail Orders") or fax ("Fax Orders").

21.2 Orders placed in the above manners shall be considered as received by the Supplier on the date of the transmission receipt and shall be treated as fully valid and accepted by the Supplier, with respect to all of their provisions, upon commencement of their proper performance or anyway unless the Purchasing Department of the Purchaser receives a written notice to the contrary within 5 working days from transmission of the Order, or unless the Supplier receives a notice from the Purchaser by e-mail, fax or post service that cancels or modifies the Order received previously.

21.3 If the Supplier requests any modifications and/or additions to the Order, the Purchaser may:

- if such requests are considered acceptable, issue a new Order that cancels and replaces the previous Order;
- otherwise, cancel the Order, and the Supplier may not demand any indemnification, refund of expenses or compensation of any kind for failure to enter into the agreement.

21.4 If the Purchaser requests a confirmation expressly stating Order acceptance to be sent to a specific ordinary mail or e-mail address or fax number, the corresponding E-mail Order, Fax Order or Mail Order shall not give rise to any obligations for the Purchaser even if it has been correctly received as provided for by the above paragraphs, unless the Supplier has sent the confirmation under this subsection.

21.5 The Parties agree that any E-mail Order, Fax Order or Mail Order correctly sent as provided for by this Clause shall be deemed to satisfy the written form requirement. The Parties agree that such Orders shall have the effects provided for by Article 2702 of the Italian Civil Code.

21.6 Orders issued under these Standard Terms and Conditions shall remain in force for the period of provision specified therein. Tacit renewal of Order is excluded, even in the event the Supplier continues to provide the Services after the period of provision specified in the Order. Under no circumstances shall any surplus provision in excess of Order quantities be accepted.

22 OBLIGATIONS CONCERNING THE TRACEABILITY OF FINANCIAL TRANSACTIONS.

22.1 The Parties declare that they are aware of all obligations concerning the traceability of financial transactions under Act no. 136 of 13 August 2010 and subsequent amendments, and agree to comply with such obligations.

In particular, if a certain Order originates from a public procurement procedure subject to mandatory traceability, the Purchaser shall notify the details of the contracting public body and the relating contract, along with the reference Unique Project Number (*CIG* or *CUP*), where available as provided for by applicable law, to the Supplier.

22.2 The Supplier shall include the same obligations provided for by this Clause in the contracts with its subcontractors and anyway agrees to ensure that the latter comply with the provisions of Art. 3 of Act no. 136/2010. In the event the Supplier fails to comply with obligations provided for by this Clause and, more generally, with the mandatory traceability of financial transactions pursuant to Act no. 136/2010, Purchaser may automatically terminate this Agreement by operation of law pursuant to Art. 1456 of the Italian Civil Code and Art. 3, paragraph 9 bis, of Act no. 136/2010, without prejudice to its right to compensation of any and all damages, including loss of profit.

22.3 In the event the Supplier fails to comply with the obligations concerning the traceability of financial transactions under Art. 3 of Act no. 136/2010, Purchaser shall immediately notify the contracting public body and the competent Prefecture-Territorial Government Office pursuant to Art. 3, paragraph 8 of Act no. 136/2010. In the event the subcontractors to the Supplier do not comply with the above obligations, the Supplier shall likewise notify the Contracting Body.

23 FINAL PROVISIONS.

23.1 These Standard Terms and Conditions cancel and replace any previous verbal or written understandings between the Parties concerning the same matter.

23.2 In the event one or more provisions of these Standard Terms and Conditions and/or of the Orders are held to be null and void, voidable or invalid by a court of competent jurisdiction, under no circumstances shall such nullity, voidness, voidability or invalidity affect the remaining provisions of the Standard Terms and Conditions, and such null and void, voidable or invalid provisions shall be deemed to have been modified to such extent and effect as required for the court of competent jurisdiction to hold them to be fully valid and effective. Failure to exercise a right under these Standard Terms and Conditions or the relating Orders, or to require remedy for a breach of the above shall by no means be construed as a waiver of or implicit modification to the provisions or remedies thereunder.

Annex A: "Processing of personal information"

The Parties mutually acknowledge that the terms and conditions set out in these Standard Terms and Conditions of Service have been negotiated and therefore articles 1341 and 1342 of Italian Civil Code shall not apply.



Annex A: Processing of personal information

The Parties acknowledge and agree that in the execution and the administration of the Agreement, personal information of either Party will be collected and processed, as independent data controllers, for invoicing and contract execution and management purposes, and comply with any and all Data Privacy Laws. Where a Party provides the other Party with any personal information for such purpose, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal information it has provided to the other, if needed. The Parties shall neither sell, nor exchange for anything of value, personal information processed in the course of the performance of the Agreement and thereafter.

Carrier may share personal information with Carrier's service providers and Carrier may store personal information on servers located and accessible globally by Carrier entities and their service providers but only in accordance with applicable data privacy laws and with appropriate protections in place. Data privacy is important to Carrier. For more information, consult our General Privacy Notice (www.corporate.carrier.com/legal/privacy-notice-general). This data privacy clause will survive the termination of the Agreement.