

These standard terms and conditions of supply (hereinafter referred to as **"General Terms and Conditions"**) shall apply to all sales contract (hereinafter referred to as **"Contract"**) ruling the supply of products/materials/goods and relevant ancillary services (hereinafter referred to as **"Supply"** the meaning of which is to be considered equivalent to Contract) performed by Schneider Electric S.p.A. – Fiscal n° 00509110011 - (hereinafter referred to as the **"Seller"** or **"Schneider"**) to the benefit of any purchaser (hereinafter referred to as the **"Buyer"**). Seller and Buyer may be hereinafter referred to, collectively as **"Parties"** and, individually, as **"Party"**. Unless otherwise agreed in writing, the General Terms and Conditions shall form integral part of any quotation/offer/order confirmation sent by the Seller to the Buyer (hereinafter referred to as the **"Offer"**), as well as the related contract entered into by and between the Parties.

If the document by means of which the Buyer accepts the Offer contains new and / or different elements/provisions than the Offer, in order to be binding for the Parties such elements/provisions shall be specifically accepted in writing by Seller; In any case, the beginning of the execution of the Supply cannot be construed as acceptance of those elements/provision, but should only be considered as acceptance of the elements indicated in the Offer and any additional document expressly accepted by the Parties in writing..

Art. 1) Contractual Documents

1.1) The contractual documents ruling the performance of the Supply (herein referred to as **"Contract Documents"**) are listed in the Contract. Any inconsistency, discrepancy or gap between the documents forming part of the Contract Documents shall be solved by applying the following priority order:

- a) Contract, based on the Seller's Offer;
- b) specifications and special rules / regulations, if any;
- c) these General Terms and Conditions.

The Contract Documents shall be complementary one each other and shall be construed systematically.

The Contract Documents constitute the sole agreement between the Parties ruling the performance of the Supply. The Contract Documents supersede any prior agreement (if any), either oral or written, entered into between the Parties in relation to or connected with the performance of the Supply.

1.2) Any amendment, modification, integration, omission or addition to the Contract Documents shall be made in writing and agreed between the Parties.

1.3) The Contract Documents shall not impose any obligation on Seller to perform the Supply exclusively to the benefit of the Buyer. Seller shall not be prevented from entering into agreements with other parties, of any kind, both during the period of effectiveness of the Contract, and after the expiry/termination (for any reason whatsoever) of the Contract.

1.4) In the Contract Documents, words in the singular shall include the plural, and vice-versa, and a reference to one gender shall include other genders.

All instructions, notifications, agreements, authorizations, approvals, requests, demands and acknowledgements shall be in writing and in English.

The main headings or subheadings in the Contract documents are intended for convenience of references only and shall not affect the interpretation or construction of the Contract Documents.

Unless specifically stated otherwise, all references to days and/or months and/or years shall mean calendar days (each day of the week) and/or months and/or years, respectively, according to the Gregorian calendar.

Art. 2) Object of the sale

The Supply shall include all equipment, materials, articles, goods or any other property or parts, including any ancillary service, in accordance with the Contract Documents, and as described in the latest version of the catalogues published by the Seller.

Only the goods specifically indicated in the Contract Documents, or agreed in writing by the Parties, shall be considered as included in the Supply.

Art. 3) Prices, accessory charges and packaging

3.1) The prices of the Supply shall be expressly indicated in the Contract Documents or, in the absence thereof, shall be those agreed in writing by the Parties, and such prices shall not include any performance, supply, service, charge, fee, or tax not specified therein. Unless otherwise agreed in writing, the transport costs, the insurance costs and customs clearance expenses shall be borne by the Buyer.

3.2) The prices indicated in the Contract Documents are inclusive of Seller's standard packaging. The costs of any packaging requested by the Buyer, different from the one normally used by the Seller shall be charged to the Buyer. In any case, Seller shall not pick up the packaging after the delivery of the Supply.

3.3) Without prejudice to further or different provisions of these General Terms and Conditions, the Seller shall be entitled to increase the prices mentioned in the Contract Documents to reflect the increase in costs occurred, by (1) one month's written notice to the Buyer in the event of:

- (i) any fluctuation in the currency exchange rates applicable at the date of the Contract;
- (ii) any increases in the cost of raw material, transport or labor;
- (iii) any changes in legislation or technical standards;
- (iv) other events beyond its reasonable control that affect the costs of performance under the Contract; or

Art. 4) Payment terms, assignment of receivables

4.1) The payment of the prices of the Supply shall be made in accordance with the terms and conditions specified in the Contract Documents, or, if nothing is specified in the Contract Document in this regards, the payment of the Supply shall be made in accordance with the provisions agreed in writing by the Parties. In case where the parties have not agreed anything about the payment terms, the provisions under the Italian Legislative Decree No. 231/2002 (and subsequent amendments and additions) shall apply.

Should it be agreed that a payment is made by bill of exchange, the Buyer shall bear all costs, taxes and any ensuing charges. The payments by means of cheques, promissory notes, bills of exchange and cash orders shall be considered as satisfactorily made only upon full collection of the related amount.

If payments are to be splitted or made in instalments, failure to pay only one instalment by its due date shall determine forfeiture of all other outstanding instalments pursuant to article 1186 Italian Civil code.

4.2) The Seller, in its sole discretion, may assign the credits arising out of or in connection with the Contract Documents, in whole or in parts.

Art. 5) Late payments and relevant interest

5.1) Without prejudice to Article 4 of these General Terms and Conditions, in case the Buyer is in delay in the performance of any of its payment obligations under the Contract Documents, the provisions of the Italian Legislative Decree No. 231/2002 shall apply.

Interests for late payments shall apply and shall be paid by Buyer for the period of time elapsing between the date of payment stated under the Contract Documents and the date on which the payment is actually made.

5.2) In case of breach by the Buyer of any of its obligations under the Contract Documents and/or changes in the Buyer's financial conditions and/or in case Purchase is in delay in the performance of any of its payment obligations for more than fifteen (15) calendar days and/or high Buyer's overall exposure (also arising out of or in connection with other contractual relationships), the Seller reserves the right to apply, at its sole discretion, the provisions of articles 1460 and 1461 of the Italian Civil Code, to adopt all and any precautionary measures and/or injunctive relief and to exercise any other remedy at law.

5.3) In addition to the above, in the cases listed under article 5.2 of these General Terms and Conditions, the Seller at its sole discretion, (i) may suspend, in whole or in part, the performance of any of its obligations under the Contract Documents, including, without limitation, the payment of any sum due by Seller to Buyer (even those arising out of or in relation to other contractual relations) and (ii) shall be entitled to obtain a fair adjustment of the time schedule for the performance of the Supply, to obtain the payment of any costs and expenses and to obtain all the necessary

change/modification/addition to any provision of the Contract Documents.

5.4) Any plan for the deferral of payment, either agreed in writing or which can be inferred by the Parties' conduct, shall not result in a novation of the Contract and/or waiver of the right to obtain the payment of the due amount, unless otherwise expressly agreed in writing by the Parties.

Art. 6) Retention of title

In the event that the price of the sale, for any reason, will be split, the title to the Supply and to any other good, material, product provided by the Seller under the Contract Documents shall pass to Buyer only upon full payment of the total price of the Supply (hereinafter referred to as "**Total Price**"), in accordance with articles 1523 *et seq.* of the Italian Civil Code.

Notwithstanding anything to the contrary, the transfer of ownership of the Software (as defined in article 8) forming part of the Supply is expressly excluded and the title to such Software shall vest in Seller.

In the case of termination of the Contract, for any reason whatsoever, the Seller shall have the right to require the immediate return, in whole or in part, of the Supply.

Without prejudice to obligations imposed by law (art. 11 c. 3 D.Lgs 231/2002), the Buyer shall inform any third party which, for any reason whatsoever, will enter in relation with the Supply about the Seller's retention of title to same.

Art. 7) Delivery terms, Liquidated Damages

Delivery terms

7.1) Delivery terms (and the other terms of the time schedule ruling the performance of the Seller's obligation) shall be enforceable against the Seller if agreed in writing and specified in the Contract Documents. Unless otherwise expressly stated, the delivery terms (and the other terms of the time schedule ruling the performance of the Seller's obligation) shall be calculated starting from the Effective Date of the Contract and, in any case, such delivery terms (and the other terms of the time schedule ruling the performance of the Seller's obligation) shall be considered as approximate and not-mandatory; the Seller has the right to reschedule the delivery terms by sending simple written notice.

7.2) The delivery terms (and all the other terms of the time schedule ruling the performance of the Seller's obligation) shall be suspended in case the Buyer fails to fulfil any of its contractual obligations; for instance, without limitation, the suspension shall occur in the following events:

1. if any payment is not promptly made by Buyer, pursuant to the provisions of the Contract Documents;
2. if the Buyer fails to timely provide the information and data required to perform the Supply and/or fails to provide the approval of the designs and plans, if and to the extent required;
3. if the Buyer fails to provide any material which, in accordance with the provisions of the Contract Documents, shall be provided by Buyer to Seller in order to be used for and/or incorporated into the Supply.

The suspension of the delivery terms (and the other terms of the time schedule ruling the performance of the Seller's obligation), as per this clause, (i) shall be for a period equal to the duration of the event(s) justifying such suspension, taking into consideration also all the effects thereof; (ii) Seller shall determine the impossibility to attribute any liability for any damage to the Seller or any other consequence (including - without limitation- liquidated damages) arising out of or in connection with any failure by Seller to comply with such delivery terms (and such other terms of the time schedule). As a result of the suspension, the delivery terms (and the other terms of the time schedule ruling the performance of the Seller's obligation) shall be automatically extended for a period equal to the period of suspension.

7.3) Unless otherwise agreed in writing, Supplies' deliveries – or part of it - are deemed to be made once they are made available to the carrier (art. 1510 c. 2 CC), or once they are made available to the carrier at the Seller's premises/warehouse (FCA, ICC Incoterm in force on the date of the Contract), even if it is agreed that the price includes transport and/or the Seller assumes the assembly on site.

7.4) Notwithstanding the provision under Clause 7.3, if, for any reason not attributable to Seller or for express Buyer's request, the Supply or any portion thereof cannot be delivered on the date set

forth in the Contractual Documents, then, for all the purposes under the Contractual Documents, the delivery shall be deemed as automatically and satisfactorily performed when the Seller will issue the "ready for shipment" document. The issuance of such document shall allow the Seller to issue the invoice linked to the delivery of the Supply (or any portion thereof- as the case may be), and all the risks relating to the Supply shall automatically pass to the Buyer. In addition to the above, in case the Supply cannot be delivered for any reason not attributable to Seller or for express Buyer's request, the Seller may – at its sole discretion, store the Supply- or any portion thereof- charging to the Buyer the storage fees defined in the Contract or, if nothing is stated under the Contract, charging to Buyer all the costs and expenses arising out of or in connection with storage, warehousing, maintenance, housing, insurance, and the like. Irrespective of the fact that the Seller shall provide any transport of the Supply under the Contract Documents, the Supply shall be transported at Buyer's risk and, accordingly, Buyer waives any right to claim costs or expenses arising out of or in connection with any loss or damage to the Supply occurred during the transport thereof.

Liquidated Damages

7.5) If, pursuant to any provision under the Contract Documents, liquidated damages for delays shall apply at Seller charge, such liquidated damages shall be the sole Buyer's remedy and the sole Seller's liability, and, accordingly, Buyer expressly and fully waives to claim any further damage (if any).

Notwithstanding anything to the contrary, the maximum amount of liquidated damages shall not exceed ten percent (10%) of the Total Price.

Art. 7.bis) Special Circumstances

In case of circumstances such as pandemic / epidemic, shortage or interruption or delay in the transport or procurement of raw materials, energy and / or components, even if known at the time of conclusion of the Contract (hereinafter Circumstances), determine the interruption, the impediment or delays in the Seller's ability to produce, deliver, perform and / or procure the Supplies, they must be considered as excusable causes and the Seller cannot be held liable in any way for any claims, costs or losses resulting from such delays including, without limitation, for delay penalties, liquidated or other damages.

In such cases, notwithstanding any other provision of the Contract, in order to preserve its validity:

- a. The delivery schedule, performance schedule and/or lead times shall be deemed to be indicative, the Parties in good faith will renegotiate new terms, and/or
- b. if such Circumstances render the performance of the Contract or order burdensome and/or more onerous for the Seller (including increased costs to perform), both parties, within a reasonable time from the request of one of them, shall meet to adjust in good faith the contract or order conditions, including pricing;
- c. for further and different consequences deriving from the Circumstances, the Parties are bound to negotiate in good faith alternative or suspensive contractual terms which reasonably allow to overcome the consequences of the Circumstances.

With reference to the provisions of this article, even where permitted by applicable law, the Buyer renounces to cancel the Contract in whole or in part, committing to make every reasonable effort to preserve the validity of the Contract by renegotiating in good faith its terms and conditions.

Art. 8) Industrial property rights

8.1) Any right pertaining to (i) any invention, whether patented or not, brands, logos, designs, industrial secret, technologies or any other right that may be protected under the laws and regulation ruling the intellectual property and, (ii) any copyright, intellectual work, computer programs, databases, industrial designs or any other right that may be protected under any law and regulation ruling the copyright, which are applicable to or developed for the performance of the Supply including, without any limitation, the ones relevant to products, spare parts, technical solutions, services, management / industrial processes, activities, firmware, software, methods, plans, formulas, algorithms, projects, technical drawings, tools, manuals, reports, data sheets, specifications, prototypes or samples, logs and any other documentation, shall not be transferred to Buyer for any reason

whatsoever, and Seller shall be and remain the sole and exclusive owner of the same.

With reference to intellectual property rights and copyrights relating to and included in the Supply, in accordance with applicable laws it shall be granted to the Buyer the personal, non-transferable, non-sub licensable, and non-exclusive license to use such intellectual property rights; Buyer shall not use any of those rights and / or information received by the Seller for purposes different from those strictly related to the normal operation and maintenance of the Supply.

8.2) The terms and conditions ruling the use of the software and the database that may be provided by the Seller under the Contract Documents (hereinafter referred to as "Software") shall be specified in the licenses that will be furnished together with such Software.

Except as otherwise stated under the abovementioned licenses, Buyer shall be granted the license of sole personal, non-transferable, non-sub licensable, non-exclusive right of use of the Software, considered as an autonomously operable program or, as the case may be, as a program incorporated into products or technical solutions implemented in the Supply; Buyer shall be entitled to use such Software for the sole purpose of the normal use or maintenance of Supply, in accordance with its destination.

8.3) The Buyer shall fully comply with the terms and conditions under the instructions, stated in the documentation made available, ruling the use of the Software, the products and the technology provided by the Seller.

Accordingly, with reference to the intellectual property rights made available by Seller, the Buyer without any limitation whatsoever, shall:

- a) not to copy, reproduce, decompile, reverse engineer, disassemble or otherwise attempt to reconstruct the source code of the Software and/or the Seller technologies;
- b) not to disclose such intellectual property rights to any third party and to use them exclusively for the operation and maintenance of the Supply;
- c) not to make, manufacture, reproduce, directly or indirectly, goods, spare parts, software, including proprietary methods

8.4) Seller shall not be required to provide its own production and development plans relevant to the Supply, even if the same are delivered together with the installation diagram. The drawings, documents and codes provided together with the Supply, or that are eventually sent separately to the Buyer, shall remain the exclusive property of the Seller and shall be considered and treated as strictly confidential; documents and / or information separately shall be construed as business secrets in accordance with applicable law.

8.5) Buyer shall be liable and shall protect, defend, indemnify and hold the Seller harmless from and against any loss, damages, costs and expenses arising out of or in connection with any breach by Buyer of its obligations under this Clause.

Art. 9) Confidentiality

9.1) The words confidential information (hereinafter referred to as "Confidential Information") mean any information, in whatever form or nature, that each Party discloses to the other Party during the performance of the Contract and that (i) has been marked as confidential, or (ii) by its nature, would be considered as confidential by any reasonable entity under similar circumstances.

9.2) Without prejudice to the any other obligations of each Party under the Contract Documents, each Party shall:

- a. receive the Confidential Information in strict confidence, not disclose it to any third party and use it only in connection with the performance of its obligations under the Contract Documents;
- b. restrict the disclosure of the Confidential Information to those of its employees, its affiliates, its contractors and Sellers who have a need to know the same for the performance of its obligations under the Contract Documents and ensure that they are bound by terms of confidentiality as those under this Clause;
- c. undertake and agree that all the Confidential Information, including any copies or summaries which contain such confidential information (regardless of the media in which the confidential information is contained) shall remain the sole and exclusive property of the disclosing Party.

9.3) The obligations of confidentiality referred to this Clause shall not apply to any Confidential Information that:

- a) was in the possession of the receiving Party prior to the disclosing Party's disclosure of the same to it and was not acquired from the disclosing Party, or
- b) is, or was, acquired by the receiving Party from any third party who has no direct or indirect confidential commitment with respect to same, or
- c) is, at the time of disclosure, or subsequently becomes part of the public domain other than by breach of the confidentiality obligations of the receiving Party.

9.4) The confidentiality obligations ruled by this Clause shall continue in full force and effect for five (5) years after (i) the expiry of the Contract- for any reason whatsoever- or (ii) the termination of the Contract.

Art. 10) Technical data

The weights of goods are given for information only, except in case the price of the Supply shall be calculated, in accordance with the explicit agreement of the Parties, making reference to such weight. At any time and without the approval of the Buyer, the Seller shall be entitled to change the procedures, the technologies used to manufacture the Supply, the size, shape, color, quantity and / or quality of the instrument, materials and goods to be used for the manufacture of the Supply (also with reference to the representation, description and specification of the same contained in the catalogs and brochures of the Seller), provided that such changes do not substantially affect the features of the Supply, as defined in the Contract Documents.

Art. 11) Final inspection, commissioning and assembly

11.1) If in the Contract Documents is set forth the obligation to perform any test and / or the commissioning of the Supply, the Seller shall notify the Purchase the moment when the Supply is ready to be subjected to testing / commissioning and the date of testing / commissioning will take place.

In case, at the date indicated by the Seller for the test / commissioning, for any reason whatsoever, the Buyer fails to attend the same, the Seller shall be considered automatically authorized to carry out the scheduled test/commissioning in the absence of the Buyer, and- after completion of the same - Seller shall be entitled to issue the relevant invoice, with the express waiver by the Buyer to raise any kind of claim or dispute concerning the progress and results of such test / commissioning. If type tests are required, these will be made at Buyer's expense.

Within thirty (30) days from the implementation of the Supply by the Seller, Buyer may request the on-site test of the Supply, in order to verify the proper operation. Such test shall be performed at Buyer's sole risk and, in any case, all costs and expenses arising out of or in connection with the performance of such test shall be borne by the Buyer. Once such test has been satisfactorily performed or after the expiry of the abovementioned period of thirty (30) days- in case the Buyer has not requested the on-site test- the Supply shall be deemed as definitively and automatically accepted.

11.2) If, in accordance with the Contract Documents, the Seller shall perform the on-site assembly, the Buyer shall, at its own costs and risk, take all the necessary measure in order to ensure that the team of the Seller or of any of Seller's subcontractors in charge of this activities (i) is able to operate in safety conditions, in accordance with the most stringent requirements imposed by the applicable laws, and (ii) is able to carry out such activity in a continuous manner.

Art. 12) Warranty

12.1) Seller warrants that the Supply is free from faults and/or defects (hereinafter referred to as "Non-conformities") in workmanship and materials provided that the Supply is preserved/installed/used in accordance with:

- (i) its intended function and
- (ii) the terms and conditions indicated in the stated technical specifications (hereinafter collectively referred to as "Warranty").

12.2) The Seller's Warranty shall not apply in case:

- (i) the Supply- or any portion thereof- has been tampered or has been used in a manner not complying with the technical specifications and/or

- (ii) any amendment, addition, installation, variation, integration, maintenance, repair has been done to the Supply – or any portion thereof by third parties or by the Buyer, and/or
- (iii) the Non-conformity affects parts subject to continuous or normal wear and tear or batteries or consumables in general, and/or
- (iv) the Non-conformity is the result of accidental events or circumstances of *Force Majeure*, and/or
- (v) interference or misalignment with Buyer's products or software or third-party, non-parameterized / interfaced / supplied by the Seller and / or
- (vi) use of the Supply with inexperience or negligence and/or
- (vii) the Buyer has not complied with payment terms.

12.3) The warranty period, in order of precedence, is that indicated in the Contract or in the technical specifications of the Supply or in user manuals and, if not specified in any of the abovementioned documents, it is equal to eighteen (18) months from date of actual delivery of the Supply and, in any event, not more than twenty-four (24) months from date of its manufacture.

12.4) If, during the Warranty Period any Non Conformity is proved, on Buyer's written request, Seller may at its option and expense:

- (i) repair the Non Conformity, or
- (ii) replace the portion of the Supply affected by Non-Compliance, or
- (iii) return the portion of the Total Price corresponding to the portion of Supply affected by such Non-Conformity.

If Seller authorizes the return of the portion of the Supply affected by such Non - Conformity, this return shall be made by applying the procedures established from time to time by the Seller, and the abovementioned portion of Supply shall become the property of Seller.

Any transfer to third parties of the Supply, in whole or in part, shall not cause the transfer of any Warranty right.

12.5) Should the Non-Conformities refer to any licensed Software, the Warranty shall be performed, at Seller's sole choice, by means of:

- (i) the replacement of the Software with an updated version thereof, or
- (ii) by replacing such affected Software with another Software with equivalent functions, or
- (iii) return the portion of the Total Price corresponding to the defective Software.

12.6) Any implied warranty or any warranty at law shall be expressly excluded and, in particular:

- (i) Seller shall not provide any warranty of fit for purpose, merchantability, suitability of Supply to meet goals / functionalities expected by the Buyer, unless the same have been expressly accepted by Seller in writing,
- (ii) the Seller shall in no case be required to indemnify the Buyer for logistics management costs, interventions at end customers site, loss of revenue, loss of profit, loss of production.

12.7) Notwithstanding anything to the contrary, the terms of limitation and forfeiture stated under art. 1512 of the Italian Civil Code.

12.8) The performance by Seller of any Warranty obligation shall be conditional upon the timely and full fulfillment by Buyer of its payment obligations under the Contract Documents.

12.9) The repair or replacement under Warranty shall be performed, at the sole discretion of the Seller, in the workshops of Seller or third parties. The performance any repair or replacement under Warranty shall be executed on time and in the manner deemed appropriate and reasonable at Seller's sole discretion, in accordance with the availability of means and the circumstances of the case.

Art. 13) – Protection of the environment

13.1) Removal and disposal of Supply waste

The Party in possession of the Supply is responsible for removal and disposal of any waste which are the result thereof, directly or through third parties.

For professional electric and electronic equipment, (hereinafter referred to as "EEE"), falling within the scope of Directive 2012/19/EU of 4th of July 2012, "batteries and accumulators" as per Directive 2006/66/EC of 6th September 2006, integrated by the Directive 2013/566/EU of 10th December 2013, and related implementing rules, the Buyer shall be in charge – under a organizational and financial point of view - for the removal and correct disposal of EEE waste . Failure to comply with such obligations by the Buyer may

result in application, inter alia, of the fines and penalties established by each Country which is a member of the European Union.

13.2) Regulations on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

13.2.1) For the "items" which have been delivered after publication of the list of substances candidate for authorization, as per the provision of the REACH Regulation No. 1907/2006 and relevant updates and in accordance with Article 33, paragraph 1, under such Regulation, the indications regarding the presence or not of such substances in a concentration exceeding 0.1% w/w in relation to total weight are furnished via the www.schneider-electric.com website, in order to ensure a safe use of the Supply.

13.2.2) The Seller warrants that all the substances, whether alone or contained in preparations or products incorporated by Seller in the production process of the Supply, have been used in accordance with the applicable provisions regulating the registration, authorization and restriction of such substances.

Art. 14) Liability

14.1) Seller's liability is restricted to the obligations defined in the Contract Documents.

Notwithstanding any provision to the contrary under the Contract Documents, but without prejudice to mandatory provisions by law, Seller's liability for any damage, loss, cost, expense, claim, cause of action arising out of, or resulting from the performance or non-performance of the Contract Documents shall:

- (i) be restricted to actual damage that is the direct and immediate consequence of the Seller performance or non - performance of the Contract Documents, and, accordingly, it is always excluded any Seller's liability for loss of profit and for any consequential, indirect or immaterial damage;
- (ii) be restricted to an aggregate amount not exceeding the Total Price under the Contract.

14.2) The Party claiming the other Party's liability shall use its best efforts in order to minimize any damage and/or prevent the occurrence of further damages.

Buyer shall inform the Seller in case of occurrence of any event likely to cause any damage to the Seller.

Art. 15) Assignment, Severability, Waiver of right of set-off.

15.1) Buyer shall not assign, charge or otherwise transfer the Contract Documents, in whole or in part, (and/or any right, benefits, interest thereunder) , without the prior written consent of the Seller.

15.2) The Buyer hereby authorizes the Seller to assign or otherwise transfer the Contract Documents, in whole or in part, and / or any right, benefit, credit, interest arising out of or in any way connected with the Contract Documents, to any company that is member of the same group to which Seller pertains. Such assignment/transfer shall be made by means of a simple written notice to Buyer.

15.3) The invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof. The Seller and the Buyer hereby undertake to replace any clauses declared unenforceable and/or invalid or unworkable with other provisions having similar effect.

15.4) In each case when, under or by virtue of the provisions contained in the Contract Documents, Seller shall become liable for the payment of any sum of money to Buyer whether by way of damages, indemnification or any expenses incurred by Buyer in connection with the performance of the Supply due to negligence, default or omission of Seller, Buyer shall not be entitled to deduct such sum from any payment due or which may become due to Seller, without the prior written consent of Seller..

Art. 16) Governing law and dispute resolution.

The Contract Documents- even in case they are entered into by companies having registered office in different countries or they rule supplies to be performed abroad - shall be governed by and construed exclusively in accordance with the provisions of the Laws of Italy, excluding its conflict of law provisions.

All disputes arising out of or in connection with the construction or the performance of the Contract Documents shall be subject to the exclusive jurisdiction of the Courts of Bergamo, excluding the competence of any other court.

Art. 17) Variations

17.1) Any changes, of any value, either as an increase or decrease of the Supply or of any provision under the Contract Documents, shall be agreed upon in writing by the Parties.

17.2) If the Seller considers that (a) a technical element not mentioned in the Contract Documents, and / or (b) any change in law made after the effective date of the Contract, are necessary for the performance of the Supply and / or may have an impact the obligations imposed on Seller, Seller shall:

- (i) give written notice thereof to Buyer, providing reasonable evidence and providing estimates, based on prices consistent with those applied under the Contract, and
- (ii) be entitled to appropriate adjustments, changes, additions to the provisions of the Contract Documents, and
- (iii) be entitled to change the Total Price if congruent under paragraph (i) and lower than its half.

If the required variation has an impact greater than an half of the Total Price and the Parties will not be able to find an agreement to amend accordingly the provisions under the Contract Documents, each Party shall be entitled to terminate the Contract, by giving written notice thereof to the other.

18) Force Majeure

18.1) It is considered as a force majeure event (in this document referred to as "Force Majeure") any event (and all related effects), beyond the control of the Parties, which prevents or delays, in whole or in part, the fulfilment of any Party's obligation under the Contract, including, without limitation:

- (i) war (declared or not), act of foreign enemies, hostilities, rebellion, terrorism, revolution, insurrection, coups or civil war;
- (ii) riot, unrest except those limited to the employees of Seller;
- (iii) acts of vandalism, theft;
- (iv) destructive natural events such as earthquakes, storms, dust storms, hurricanes, typhoons, volcanic activity, or floods, or non-ordinary natural events;
- (v) any labour disputes;
- (vi) acts or omissions of authorities or other entities so authorized by the law, with particular reference to export controls laws and regulations;
- (vii) epidemics/pandemics, their consequences and any possible limitations/restrictions deriving from such events and/or connected to them;
- (viii) information systems violations committed by third parties when impacting the proper and punctual fulfilment of either Parties' obligations.

18.2) Neither Party shall be liable for breach of its contractual obligations to the extent that such failure is caused by Force Majeure, occurred after the effective date of the Contract.

18.3) if a Party deems that any of its obligations could be affected by Force Majeure, such Party shall promptly give written notice thereof to the other Party.

Without prejudice to the provisions set forth in the art. 7.bis of these General Terms and Conditions, if the aforementioned Force Majeure continues for a period exceeding ninety (90) days, either party shall be entitled to terminate the Contract by giving fifteen (15) days prior written notice thereof to the other Party. If, at the expiry of such period of fifteen (15) days, the Force Majeure will be still outstanding, the Contract shall be deemed terminated

18.4) If the Contract is terminated in accordance with this Article, the Seller shall be entitled to be paid for the activities performed up to the effective date of the termination.

Art. 19) Independent Seller.

The Supply shall be performed by Seller as an independent Seller. Seller shall have in any time complete control, supervision and direction over its equipment and personnel and over the manner and method of performing all the Supply and Buyer shall have no authority to supervise Seller's employees, representatives or subcontractors.

Art. 20) Code of Ethics – Chart of Trust

The Buyer acknowledges that Schneider has based its business activities on the full compliance with the requirements imposed by any applicable laws and regulations, both of strictly legal nature or of an ethical and behavioural nature.

For that purpose, Schneider has approved an Organisational and Control Model in accordance with the requirements of the Italian Legislative Decree no. 231/2001 and the Code of Ethics named "Trust Charter".

The Buyer hereby agrees (a) to act, in carrying out its activities and therefore also in the performance of the Contract, in accordance with local laws and regulations, whether of a narrow legal content of an ethical-behavioural nature, and, in addition to the above, the Buyer hereby agrees (b) to strictly abide by the Trust Charter and to be aware of the possibility to report unethical cases and situations through the independent "Trust Line" platform, both available on the Global website and Italian on the Ethics and Compliance page.

The Buyer shall not act in violation of the Trust Charter during the performance of the Contract and, in addition to the above, Buyer commits itself, in accordance with art. 1381 of the Italian Civil Code, that any of its employees, agents, directors, collaborators, shall not act in violation of the Trust Charter during the performance of the Contract.

Schneider shall be entitled to terminate the Contract in case it becomes aware of any breach by the Buyer or by its employees, agents, directors collaborators, for any reason whatsoever, of any obligation under this article.

Art. 21) Privacy

Pursuant to the Italian Legislative Decree 196/03 (Privacy Code) and EU Regulation 679/2016 (GDPR), in carrying out the activities governed by these general conditions, the data controller is Schneider Electric S.p.A., cod. fisc. n. n° 00509110011 (Data Controller).

With reference to the personal data regarding natural persons (Data) that the Data Controller will receive, they will be processed pursuant to art. 6.1, lett. b) of the GDPR for the purposes related to the execution of the activities regulated by these general conditions, also by way of electronic means. More precisely, a description of the purposes related to the execution of these activities is set forth in the information available at the following link:
<https://www.se.com/uk/en/about-us/legal/data-privacy.jsp>

The Data Controller undertakes to process the Data in compliance with the minimum-security measures provided for by the Privacy Code and the GDPR with the sole purpose of executing its obligations under the contractual relationship.

The Data processing is necessary being carried out for the performance of the contractual relationships as defined from time to time, with the consequence that the refusal to provide the Data would not allow the conclusion and execution of the contractual relationship. The Data Controller also undertakes to process the Data in a lawful and correct manner, collecting and recording the same for specified, explicit and legitimate purposes, taking care to verify that the Data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are collected and subsequently processed in compliance with the Privacy Code and the GDPR.

The natural person (Data Subject) is granted the rights referred to in Articles 15 et seq of the GDPR, consisting essentially in the right to obtain from the Data Controller confirmation as to whether or not Data concerning him or her are being processed, as well as the right to obtain the rectification, to have incomplete Data completed, to have Data kept up to date, to obtain the erasure or blocking of his or hers Data; Furthermore, the Data Subject has the right to obtain a copy of his/her Data, the restriction of the processing and / or, to object to it, in addition to the right to Data portability and to lodge a complaint with the competent supervisory authorities under the conditions and within the limits indicated in art. 13 of the GDPR.

It is possible to exercise the rights recognized by the GDPR, including the right to object to the processing, upon a simple written request to the Data Protection Officer, by sending an email to the following addresses: GDPR.Italy@schneider-electric.com or DPO@schneider-electric.com

Art. 22) Buyer's Cybersecurity Obligations

Buyer's obligations for its Systems

Buyer shall implement and maintain a comprehensive security program (hereinafter referred to as "Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (herein referred to, collectively, as "Systems"), including those Systems on

which it runs the Products and/or which it uses with the Services, against Cyber Threats. For the purpose of this Clause, "Cyber Threat(s)" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Buyer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Buyer's Systems, including any data, including through malware, hacking or similar attacks.

Without limiting the foregoing, Buyer shall at a minimum:

- a. have qualified and experienced personnel with appropriate expertise in cybersecurity, maintain Buyer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Buyer's Systems or Buyer's industry;
- b. promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Schneider's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Buyer;
- c. regularly monitor its Systems for possible Cyber Threats; and
- d. meet the recommendations of Schneider's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Schneider from time to time, and then-current industry standards.

Buyer's Use of the Products, Software, and Services.

Schneider may release Updates and/or Patches for its Products, Software, and (if applicable) Services from time to time. Buyer shall promptly install any Updates and Patches for such Products, Software, or (if applicable) Services as soon as they are available in accordance with Schneider's installation instructions and using the latest version of the Products or Software, where applicable. For the purpose of this clause (i) an "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features; (ii) a "Patch" is an Update that fixes a vulnerability in a Product or Software.

Buyer understands that the failure to promptly and properly install Updates and/or Patches for the Products, Software, or (if applicable) Services may result in the Products, Software, or Services or Buyer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality. Schneider shall not be liable or responsible for any claim, damage, loss, lawsuit, demand, action or other proceeding that may result from such failure.

Identification of Cyber Threats.

If Buyer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Schneider has not released a Patch, Buyer shall promptly notify Schneider of such vulnerability or other Cyber Threat(s) via the Schneider Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Schneider with any reasonably requested information relating to such vulnerability (hereinafter referred to, collectively, as "Feedback"). Schneider shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including- without limitation- any confidential information or intellectual property contained therein) in whole or part, including - without limitation- to analyze and fix the vulnerability, to create Patches and/or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner and without restrictions, and without any

obligation of attribution or compensation to Buyer; provided, however, Schneider shall not publicly disclose Buyer's name in connection with such use of the Feedback without Buyer's prior written consent.

By submitting Feedback, Buyer represents and warrants to Schneider that (i) Buyer has all necessary rights in and to such Feedback and in and to all information it contains, (ii) Buyer is entitled to grant to Schneider the right to use such Feedback as regulated under this Clause xx, (iii) the Feedback shall not infringe any proprietary or other rights of third parties and (iv) the Feedback shall not contain any unlawful information.

Art. 23) Export control clause

The deliverables provided by Schneider under this terms and conditions contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under these terms and conditions shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

In the event an export license is required, Buyer should obtain such license from the relevant authority as well as Schneider approval otherwise the Deliverable shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Schneider from fulfilling any order, or would in Schneider's judgment otherwise expose Schneider to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Schneider shall be excused from all obligations under such order and/or these terms and conditions.

Specific approval

Pursuant to and for the purposes of Article 1341, of the Civil Code, the Buyer hereby declares that it has examined the following provisions of the General Terms and Conditions - and hereby Buyer specifically accepts each of them:

art. 5) "Late payments and relevant interest", art. 6) "Retention of title", art. 7) "Delivery Terms, Liquidated Damages", art. 7.bis) "Special Circumstances", art. 8) "Industrial property rights", art. 12) "Warranty", art. 14) "Liability", art. 15) "Assignment, Severability, Waiver of right of set-off", art. 16) "Governing law and dispute resolution", art. 17) "Variations", art. 18) "Force Majeure".

(Buyer's representative stamp and signature)