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GENERAL TERMS AND CONDITIONS OF PURCHASE - STAMPERIA CARCANO GIUSEPPE S.P.A.

Art. 1 - SCOPE OF APPLICATION

1.1. These General Terms and Conditions of Purchase (hereinafter the "General Conditions") govern all contracts for the purchase of goods (hereinafter the "Products") or services (hereinafter the "Services") between Stamperia Carcano Giuseppe S.p.A. (hereinafter the "Purchaser" or "Carcano") and the selling company (hereinafter the "Supplier").

1.2. These General Terms and Conditions, together with the purchase order issued by Carcano (hereinafter the "Order") and the related annexes, constitute an integral and substantial part of the contract for the purchase of the Products or Services (hereinafter the "Contract").

1.3. These General Terms and Conditions shall prevail over any general or particular terms and conditions of sale of the Supplier, which shall be deemed to have been waived in their entirety and shall be devoid of any effectiveness between the Parties, even if not expressly contested by Carcano. Any derogation from these General Terms and Conditions shall be agreed in writing between the Parties.

Art. 2 - ORDERS AND OFFERS

2.1. The Order issued by Carcano shall be deemed to have been accepted by the Supplier and the Contract shall be deemed to have been entered into by the latter with the sending of a written order confirmation or with the commencement of the execution of the supply of the Products or Services covered by the Order. The order confirmation shall be fully compliant with the Order; in the event of any discrepancy, the conditions set out in the Carcano Order shall prevail , unless Carcano expressly accepts the changes in writing.

2.2. Within the peremptory term of 10 (ten) days from the receipt of the Order by the supplier without having received a response, the order will be considered tacitly accepted in all its parts (conditions of supply, payment, return and any other accompanying conditions).

2.3. Carcano reserves the right to modify or cancel an Order, at no cost to it, by written notice to the Supplier, provided that it is sent before the Supplier commences the supply of the Products or Services. Any changes by Carcano to an Order shall be deemed to have been accepted by the Supplier, unless the latter notifies Carcano in writing of its unwillingness to supply the new conditions proposed within the peremptory period of 10 (ten) days from receipt of the change to the Order sent by Carcano.

Art. 3 - CONFORMITY AND TECHNICAL SPECIFICATIONS

3.1. The Supplier guarantees that the Products or Services will fully comply with the technical specifications, drawings, samples and any other documentation provided by Carcano and referred to in the Order, as well as with any applicable rules and laws.

3.2. The Supplier is required to implement and maintain a quality control system suitable for

ensuring the conformity of the Products or Services. Carcano or third parties appointed by it shall have the right to to carry out, subject to reasonable notice, inspections and checks at the Supplier's facilities to ascertain the progress of the Order and compliance with the required quality standards.

Art. 4 - PRICES AND INVOICING

4.1. The applicable prices are those indicated in the Order and are intended to be fixed and not subject to revision. They shall be understood as remunerative for any and all services provided by the Supplier, including, but not limited to, all costs relating to packaging, transport, insurance, duties and any other charges necessary for the delivery of the Products or the provision of the Services.

4.2. Unless otherwise agreed in writing between the Parties, invoicing shall take place only after delivery and acceptance of the Products or Services by Carcano. Each invoice shall contain the Order number and any other reference required by Carcano.

Art. 5 - PAYMENTS

5.1. Payments will be made according to the terms and conditions indicated in the Order.

5.2. Carcano shall have the right to suspend payments in the event of a breach by the Supplier of any of the obligations under the Contract, including the delivery of non-conforming or defective Products or the provision of Services, until complete regularisation by the Supplier.

5.3. Carcano reserves the right to offset its claims against the Supplier against any amount due to the Supplier as consideration.

Art. 6 – DELIVERY METHODS AND TERMS

6.1. The terms of delivery of the Products or performance of the Services indicated in the Order are to be considered essential pursuant to art. 1457 of the Italian Civil Code. Failure to comply with these terms will constitute a serious breach of the Contract by the Supplier.

6.2. The Products must be delivered in accordance with the delivery deadline DDP (Incoterms® 2020) to the Carcano plant indicated in the Order or to the other place indicated by Carcano in the Order. Unless otherwise agreed in writing between the Parties, the Supplier assumes all risks and costs relating to transport until delivery to destination.

6.3. In the event of delay in the delivery of the Products or in the performance of the Services with respect to the agreed terms, Carcano shall be entitled to apply a penalty, without prejudice to compensation for any greater damages. Unless otherwise agreed, the penalty shall be equal to 1% of the value of the Products not delivered or the Services not performed for each week of delay, up to a maximum of 10% of the total value of the Order. Payment of the penalty shall not exempt the Supplier from the obligation to supply the Products or Services.

6.4. Acceptance of the Products by Carcano at the time of delivery is always to be considered "subject to verification". Carcano will have 60 (thirty) days from delivery to verify the quantitative and qualitative conformity of the Products with respect to what has been agreed.

6.5. The risk for loss or damage to the Products, even if due to unforeseeable circumstances, shall remain at the expense of the Supplier until the actual delivery of the Products pursuant to the provisions of art. 6.2., without prejudice to all warranties due by the Supplier on the Products. If a delivery including installation, assembly or commissioning has been agreed, the risk of loss or damage shall pass to Carcano upon the completion of the installation, assembly or commissioning in a workmanlike manner, without prejudice to all the warranties due by the Supplier on the Products.

6.6. Each order must be accompanied by the certificates and/or technical documentation required and specified in the order itself. In the absence of such documentation, the supply will be considered non-compliant and therefore not carried out.

6.7 The quantities indicated in the order may not be exceeded or exceeded by a maximum tolerance of ±5%.

Any deviations exceeding this threshold must be authorized in advance in writing; otherwise, the Company reserves the right to refuse the non-compliant supply.

Art. 7 - WARRANTY AND SUPPLIER'S LIABILITY

7.1. Without prejudice to any further warranty required by law or agreed in writing between the Parties, the Supplier guarantees that the Products or Services are free from defects and defects in materials and workmanship, comply with the specifications of the Order, suitable for the use for which they are intended and comply with all applicable regulations, including those relating to product safety, the environment, substances/materials, labelling, packaging, etc., where relevant. If the Supplier is also required to carry out installation, assembly or commissioning operations, the warranties due by the Supplier shall also be understood to refer to such operations.

7.2. The warranty has a duration of **24 (twenty-four) months** from the date of acceptance of the Products by Carcano or from the completion of the performance of the Services by the Supplier, unless the Supplier is required by law to provide the warranty for a longer period of time. If the Supplier is also required to carry out installation, assembly or commissioning of the Products, the warranty term will start from the completion of such operations. The warranty is also intended to be provided after the expiry of 24 months from the acceptance of the Products by Carcano or from the completion of the performance of the Services by the Supplier in the event of hidden defects in the Products or Services.

7.3. Carcano must report any defects or defects in writing within 60 (sixty) days of their discovery.

7.4. In the event of defective or non-compliant Products or Services, Carcano shall be entitled, at its sole discretion, to request:
a) the repair or replacement of the Products or Services free of charge by and at the expense of the Supplier, within a period set by Carcano;

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b) an appropriate reduction in the price;
c) the termination of the Contract pursuant to Article 1456 of the Italian Civil Code.

In any case, Carcano's right to compensation for all damages, direct or indirect, suffered as a result of defects or non-conformity of the Products or Services, including loss of production and damage to the image, is reserved.

7.5. The Supplier shall be liable for any and all direct or indirect damage caused to Carcano by the breach of obligations imposed on it by law or by the Contract and/or consequent to its conduct and shall indemnify Carcano from any and all claims for compensation, reimbursement or otherwise, by anyone made in relation to or as a consequence of the Supplier's actions.

7.6. If, as a result of the Supplier's failure to fulfil obligations imposed on it by law or by the Contract and/or more generally to its actions, contractual sanctions or penalties are applied to Carcano, the latter shall have the right to charge the same in full to the Supplier, which may not object in this regard. Carcano shall also have the right to withhold the relevant amount from the amount due to the Supplier as the price of the supply to which the penalties or penalties refer or of any other supplies or for any other reason.

Art. 8 – INSURANCE

8.1. Without prejudice to the Supplier's liability towards Carcano, and without this entailing any exclusion or limitation of the responsibilities to which the Supplier is subject by law and/or by Contract, the supply of the Products and/or Services and/or the installation, assembly or commissioning activities covered by the Order shall be insured by means of a suitable insurance policy stipulated by the Supplier, at its own expense, against all risks inherent in the supply itself or consequent to it.

8.2. The policy must be taken out with a leading insurance company and cover all direct and indirect damages, whether pecuniary or non-pecuniary, that Carcano, its customers and any third parties may suffer as a result of the Supplier's actions.

Art. 9 - INTELLECTUAL PROPERTY

9.1. The Supplier guarantees that the Products or Services provided are original and do not infringe the intellectual or industrial property rights of third parties.

9.2. The Supplier undertakes to indemnify and hold harmless Carcano – as well as its subsidiaries, affiliates, directors, employees and assignees – from and against any claim, legal action, proceeding, cost, expense (including reasonable legal and consultancy fees), damage or loss resulting from the actual or alleged infringement of intellectual or industrial property rights of third parties in relation to the Products and/or Services, their manufacture, supply or use by Carcano in accordance with reasonably foreseeable intended uses.

If the Products or Services are the subject of a claim of infringement, the Supplier undertakes, at its own care and expense and at Carcano's option, to: (i) procure for Carcano the right to continue to use the Products or Services; (ii) modify the Products or Services in such a way as to eliminate the infringement while preserving their guaranteed functionality and agreed features; (iii) replace the Products or Services with equivalent products or services that are not subject to infringement. If none of these remedies is practicable within a reasonable time, Carcano shall be entitled to terminate the relevant Order with full reimbursement of the price paid, without prejudice to the right to greater damages.

9.3. Any intellectual property rights developed by the Supplier specifically in the execution of an Order from Carcano shall be the exclusive property of Carcano. The price agreed for the Order constitutes the full and exclusive consideration for such assignment, without any further amount being due. The Supplier shall take all steps necessary to formalize such assignment at the request of Carcano.

Art. 10 - ANTI-CORRUPTION - ETHICAL COMPLIANCE OBLIGATIONS - ADMINISTRATIVE RESPONSIBILITY

10.1. **Obligations regarding the prevention of corruption:** The Supplier declares that it is aware of and undertakes to comply with all applicable regulations on the prevention of corruption, including, but not limited to, Legislative Decree 231/2001, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act ("Anti-Corruption Laws"). The Supplier undertakes not to make, directly or indirectly, any offer, promise, donation of money or other benefits to public officials or private parties in order to improperly influence decisions and obtain an unfair advantage in the interest of Carcano. The Supplier also declares

- to be aware of the fact that Carcano has adopted a management system for the prevention of corruption in compliance with the UNI ISO 37001 standard and to have read**,** agree with and undertake to comply with the adopted Corruption Prevention Policy available on the www.carcano.it website. Last Revision
- to undertake to report in writing, even anonymously, any violation or suspected violation of the policy, or corrupt act, through the whistleblowing procedure as reported on the website: https://www.carcano.it/it/area-documentazione-e-compliance on a document that can be downloaded by clicking on the "whistleblowing" button.
- to be aware that in case of doubts about Carcano's corruption prevention management system and corruption-related issues, you can also contact our Corruption Prevention Manager by writing an email to 37001.carcano@gmail.com.

10.2. **Administrative Liability of Entities (Legislative Decree 231/2001):** The Supplier declares that it has read the Organisation, Management and Control Model and the Code of Ethics of Carcano, available on the www.carcano.it website . The Supplier also declares that it is aware of the fact that Carcano has adopted a management system for the prevention of corruption in compliance with the UNI ISO 37001 standard and that it has read**,** agrees with and undertakes to comply with the Corruption Prevention Policy adopted available on the www.carcano.it website . The Supplier undertakes to

not to implement, and to ensure that its employees and/or collaborators do not carry out, in their relations with Carcano, acts or conduct that represent a violation of the Code of Ethics, the Anti-Corruption Laws, as well as more generally acts or conduct that could constitute the commission, even if only attempted, of the crimes contemplated by Legislative Decree no. 231/2001 and by any other provision of law amending or supplementing the discipline provided for therein.

10.3 **Health and safety of workers**: The Supplier guarantees that the workers employed, in any capacity, in the execution of the Order will operate in full compliance with the applicable legislation on health and safety at work and in conditions suitable for protecting their physical and professional integrity. The Supplier remains exclusively responsible for the adoption of all prevention and protection measures necessary to carry out the activities for which it is responsible.

10.4. **Combating Modern Slavery and Human Trafficking:** Supplier represents and warrants that it respects and actively works to ensure that its supply chain respects all universally recognised human rights. This includes, but is not limited to, the prohibition of all forms of modern slavery, servitude, forced or compulsory labour, human trafficking and child labour. Supplier undertakes to comply with all applicable international laws and conventions from time to time, including the UK Modern Slavery Act 2015, Directive (EU) 2024/1760 and, with specific reference to the Products covered by the Contract, Regulation (EU) 2024/3015 of the European Parliament and of the Council.

10.5. **ESG (Environmental, Social and Governance) Responsibility**: Carcano recognises the importance of environmental, social and governance (ESG) issues as qualifying elements of its business and business model. To this end, Carcano has adopted a governance and control system based on internal principles, policies and procedures on quality, environment, energy, occupational health and safety, corruption prevention, social responsibility, human rights and gender equality, as well as on its Code of Ethics and other applicable organisational and compliance safeguards. The Supplier undertakes to comply with all applicable laws and regulations on the subject and to provide information/documentation reasonably requested by Carcano on these issues.10.6 The Supplier guarantees that all waste that may be produced in the execution of the Order at Carcano's premises will be managed, collected, deposited, transported and disposed of in full compliance with the applicable environmental regulations, at its own care, responsibility and expense, unless otherwise agreed in writing with Carcano

10.7. Carcano reserves the right to carry out audits, directly or through third parties, to verify the Supplier's compliance with the obligations set out in this article.

10.8. Carcano may terminate the Contract immediately pursuant to art. 1456 of the Italian Civil Code in the event of breach by the Supplier of any of the obligations referred to in this art. 10.

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Art. 11 - PROHIBITION OF ASSIGNMENT OF THE CONTRACT - PROHIBITION OF SUBCONTRACTING

11.1. The Supplier may not assign the Contract to third parties, even partially, without the prior written consent of Carcano.

11.2. The Supplier may not subcontract, in whole or in part, the production and/or supply of Products or Services to third parties, without the prior written consent of Carcano. In any case, the Supplier shall remain entirely liable to Carcano for the operator of any subcontractor or subcontractor, even if authorised by Carcano.

Art. 12 - EXPRESS TERMINATION CLAUSE

12.1. Carcano may terminate the Contract pursuant to art. 1456 of the Italian Civil Code, by simple written notice, in the following cases of non-compliance by the Supplier:

a) failure to comply with the essential delivery terms referred to in art. 6.1;
b) supply of non-compliant or defective Products or Services, if the Supplier does not repair/replace them within the terms set by Carcano pursuant to art. 7.4;
c) violation of the compensation obligations referred to in articles 7.5 and 7.6;
d) violation of the insurance obligations referred to in art. 8;
e) violation of the intellectual property obligations referred to in art. 9;
f) violation of any of the obligations referred to in art. 10 (Anti-corruption - Ethical Compliance Obligations - Administrative Responsibility);
g) violation of the prohibition of assignment of the contract pursuant to art. 11;
h) violation of the confidentiality obligations referred to in art. 13.

12.2. This is without prejudice to Carcano's right to compensation for any damage suffered.

Art. 13 - CONFIDENTIALITY

13.1. The Supplier undertakes to keep strictly confidential all technical, commercial and any other information received from Carcano in relation to the Contract ("Confidential Information") and not to disclose it to third parties without the prior written consent of Carcano, for the duration of the Contract and for 5 (five) years following its termination.

Art. 14 - APPLICABLE LAW AND JURISDICTION

14.1. The Contract is governed by Italian law. In the case of contracts for the international sale of movable property, the 1980 Vienna Convention will apply, unless waived in writing by the parties.

14.2. Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Court of Como, Italy. Notwithstanding the foregoing, Carcano reserves the right to take action before the competent court of the Supplier.

14.3. These General Terms and Conditions of Purchase are drawn up in Italian and English. In the event of doubts as to interpretation, the Italian version shall prevail.

Art. 15 - PRIVACY

15.1. The Parties acknowledge that, within the framework of this Contract and the negotiations that preceded it, personal data relating to natural persons (such as, by way of example, contact persons, employees, collaborators and representatives) of each Party (hereinafter, the "Personal Data") may be communicated and processed. Each Party processes the Personal Data of the other Party as an independent data controller, pursuant to Regulation (EU) 2016/679 ("GDPR") and applicable national legislation, for the purposes related to the management, execution and fulfilment of this Contract. The Supplier declares that it has received and read Carcano's privacy policy pursuant to art. 13 and 14 of the GDPR attached to this document.

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Place and date _____

_____ _____

The Supplier Stamperia Carcano Giuseppe Spa

Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read, understood and specifically approves the following clauses: art. 1.3 (Prevalence of the General Conditions of Purchase and waiver of the Supplier's conditions of sale); art. 2.2 (Right of modification and cancellation of the Order by Carcano); art. 4.1 (Fixed and non-revisable prices); art. 5.2 and 5.3 (Suspension of payments and compensation); art. 6 (Delivery methods and terms); art. 7 (Warranty and Liability); art. 8 (Insurance); art. 9 (Intellectual Property); art. 10 (Anti-corruption - Ethical Compliance Obligations - Administrative Liability); art. 11 (Prohibition of assignment of the contract - prohibition of subcontracting); Article 12 (Express Termination Clause in favour of Carcano); Article 14.2 (Exclusive jurisdiction and derogation).

Place and date _____

_____

The Supplier

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INFORMATION ON THE PROCESSING OF PERSONAL DATA pursuant to art. 13 and 14 of Regulation (EU) 2016/679 ("GDPR")

Information for Suppliers

1. Data Controller

The Data Controller of personal data is:
Stamperia Carcano Giuseppe S.p.A. Via Alzate, 31 – 22032 Albese con Cassano (CO), Italy Tel.: +39 031 429611 E-mail: privacy@carcano.it.
Website: www.carcano.it VAT number: IT 00668140130, (hereinafter, "**Carcano**" or the "**Data Controller**")

2. Data Subjects and Categories of Data Processed

This information is addressed to **natural persons** (company representatives, employees, collaborators, legal representatives and attorneys) who act on behalf of the Supplier in the context of the contractual relationship with Carcano or the pre-contractual negotiations that preceded it.
Carcano processes the following categories of personal data of Data Subjects:

- **Identification and personal data:** name, surname, date and place of birth, tax code;
- **Contact data:** business postal address/e-mail, company telephone/mobile number;
- **Professional data:** qualification, role and function held at the Supplier, powers of signature and representation;
- **Accounting and payment data:** bank details and billing data attributable to natural persons who own sole proprietorships or professionals, where applicable;
- **Data relating to contractual communications:** correspondence, communications relating to the execution of orders, reports of defects or defects, disputes;
- **Compliance data:** information acquired as part of compliance checks on anti-corruption, administrative liability of entities (Legislative Decree 231/2001), ESG requirements and modern slavery legislation.

Carcano does not process special categories of data referred to in art. 9 GDPR, nor data relating to criminal convictions or offences referred to in art. 10 GDPR.

3. Purposes and Legal Bases of the Processing

Carcano processes the personal data of Data Subjects for the following purposes:

3.1 Management of the pre-contractual and contractual relationship

Purpose: Carrying out pre-contractual negotiations, preparing, negotiating, concluding, executing and managing the contract for the purchase of goods and/or services, including order management, verification of supply compliance, management of complaints, disputes, defects and defects, as well as inspection and inspection activities at the Supplier's premises.

Legal basis: Execution of pre-contractual measures adopted at the request of the Data Subject or execution of the contract — Article 6, paragraph 1, letter b), GDPR; or legitimate interest of the Data Controller in the proper management of its commercial relationship with the Supplier — Article 6, paragraph 1, letter f), GDPR.

Provision: The provision of data is a necessary requirement for the conclusion and execution of the contract. Failure to provide it makes it impossible for Carcano to establish or execute the contractual relationship with the Supplier.

Retention period: For the entire duration of the contractual relationship and for 10 (ten) years following its conclusion or termination.

3.2 Compliance with legal obligations

Purpose: Fulfilment of tax, accounting, social security and administrative obligations provided for by applicable legislation, including the keeping of accounting records, the storage of tax documentation, the management of payments and the related communications to the competent bodies.

Legal basis: Compliance with legal obligations — Art. 6(1)(c) GDPR.

Contribution: The provision of data is a legal obligation. Failure to provide data makes it impossible for Carcano to comply with its regulatory obligations, with possible exposure to administrative sanctions.

Retention period: 10 (ten) years from the date of the last accounting entry or from the issuance of the tax document.

3.3 Management of the guarantee and compensation claims

Purpose: To ascertain, exercise and defend Carcano's contractual rights in relation to defects, defects and non-conformities of the Products or Services, as well as to manage claims for damages, claims for compensation and judicial or extrajudicial proceedings related to the contractual relationship.

Legal basis: Legitimate interest of the Data Controller in the establishment, exercise and defence of a right in or out of court – Article 6(1)(f) of the GDPR.

Contribution: The provision of data is a necessary requirement for the execution of the contract and for the protection of Carcano's contractual rights. Failure to provide it makes it impossible to manage disputes and any claims for compensation.

Retention period: 10 (ten) years from the date of conclusion or termination of the contractual relationship.

3.4 Anti-corruption compliance and administrative liability of entities

Purpose: As part of the activities to verify the Supplier's compliance with its obligations regarding the prevention of corruption (including the provisions of Legislative Decree 231/2001, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), as well as the Code of Ethics and the Organisation, Management and Control Model adopted by Carcano, the latter processes the personal data of the Data Subjects to the extent that such activities require the identification and verification of the Supplier's contact persons.

Legal basis: Compliance with legal obligations — Article 6, paragraph 1, letter c), GDPR; i.e. the legitimate interest of the Data Controller to prevent unlawful conduct and protect itself from the consequent liability — Article 6, paragraph 1, letter f), GDPR.

Contribution: The provision of data is partly a legal obligation and partly a contractual requirement. Failure to provide it may make it impossible for Carcano to proceed with the qualification of the Supplier or to determine the suspension or termination of the contractual relationship.

Retention period: 10 (ten) years from the termination of the contractual relationship.

3.5 Litigation management and legal protection

Purpose: Management of disputes, arbitration, judicial or administrative proceedings related to the contractual relationship, as well as protection of Carcano's intellectual and industrial property rights.

Legal basis: Legitimate interest of the Data Controller in the establishment, exercise and defence of a right in or out of court – Article 6(1)(f) of the GDPR.

Retention period: For the duration necessary for the resolution of the ongoing judicial, arbitration or administrative proceedings, including the relevant appeals, even if such proceedings are still pending at the time of expiry of the additional time limits referred to in this paragraph 4.

3.6 Extraordinary corporate transactions

Purpose: Sharing of the personal data of the Data Subjects in relation to, or in the course of negotiations of, extraordinary corporate transactions concerning all or part of Carcano's business (such as, by way of example, mergers, acquisitions, sales of companies or business units, joint ventures).

Legal basis: Legitimate interest of the Data Controller to follow up on the negotiation and execution of extraordinary corporate transactions – Article 6, paragraph 1, letter f), GDPR.

Storage period: The data processed for this purpose will be deleted at the end of the corporate transaction, unless their further storage is necessary to comply with legal obligations or to exercise or defend legal claims.

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Without prejudice to the retention periods indicated for each purpose, the Data Controller undertakes to base the processing of personal data on the principle of minimisation, verifying on an annual basis the need for their retention for a period not exceeding that required by the purposes for which the data were collected and processed. The Data Controller may retain personal data to comply with legal obligations or to exercise or defend rights and claims in legal proceedings. Once the purposes for which the personal data were collected and processed have been achieved, the Data Controller will take appropriate measures to anonymise them, so that the Data Subject cannot be identified.

4. Recipients of Personal Data

The personal data of the Data Subjects may be communicated, within the limits strictly necessary for the purposes indicated, to the following categories of recipients:

- **Carcano employees and collaborators** authorised to process data within the scope of their respective duties (e.g. purchasing office, administrative office, legal department, quality function);

- **External consultants and professionals** (e.g. lawyers, accountants, auditors) who act as data processors or independent data controllers in the context of the professional relationship with Carcano;
- **Banking and financial institutions**, for the purpose of managing payments;
- **Insurance companies**, in the context of policy and claims management;
- **Providers of IT and management services** (e.g. ERP management, document archiving, e-mail) who operate as data processors pursuant to Article 28 of the GDPR;
- **Public authorities and control bodies** (e.g. Revenue Agency, INPS, Judicial Authority, Guarantor for the protection of personal data), in the cases provided for by law or at their request;

The data will not be disseminated to unspecified subjects, nor transferred to third parties for the latter's own commercial purposes.

5. Transfer of Data to Third Countries

The personal data of the Data Subjects are processed, as a rule, within the territory of the European Union. Should it become necessary to transfer data to third countries or international organisations, Carcano shall ensure that such transfer is carried out in compliance with the provisions of Chapter V of the GDPR, on the basis of one of the following safeguards: (i) adequacy decision of the European Commission; (ii) appropriate safeguards, such as the Standard Contractual Clauses adopted by the European Commission; (iii) binding corporate rules; or (iv) other applicable derogation pursuant to art. 49 GDPR.

6. Processing methods

The personal data of the Data Subjects will be processed in compliance with the principles of correctness, lawfulness and transparency, through manual and IT methods and through the use of paper and electronic means, in any case within the limits of the purposes of the processing established by this information and guaranteeing in any case the security and confidentiality of the personal data processed, through the adoption of appropriate technical and organizational measures.

7. Rights of Data Subjects

Pursuant to art. 15-22 of the GDPR, Data Subjects have the right to:

- **Access** (Art. 15 GDPR): obtain confirmation of the existence of processing of personal data concerning them and access the related information;
- **Rectification** (Art. 16 GDPR): obtain the correction of inaccurate data or the integration of incomplete data;
- **Erasure ("right to be forgotten")** (Art. 17 GDPR): obtain the erasure of your personal data, in the cases provided for by law;
- **Restriction of processing** (Art. 18 GDPR): obtain the restriction of processing in the cases envisaged;
- **Data portability** (art. 20 GDPR): receive the data provided in a structured, commonly used and machine-readable format, where the processing is based on consent or on the performance of a contract and carried out by automated means;
- **Objection** (art. 21 GDPR): object to the processing of their personal data carried out on the basis of the legitimate interest of the Data Controller, unless there are compelling legitimate reasons that prevail over the interests, rights and freedoms of the Data Subject.

Requests to exercise the aforementioned rights may be sent to Carcano by written communication to the e-mail address: **provacy@carcano.it**, or by ordinary mail to the address: Via Alzate, 31 – 22032 Albese con Cassano (CO), Italy.
Carcano will respond to the request within 30 days of receipt, with the possibility of extension by a further 60 days in cases of particular complexity, subject to prior notice to the interested party.

8. Right to Lodge a Complaint

Data Subjects have the right to lodge a complaint with **the Data Protection Authority** (www.garanteprivacy.it), if they believe that the processing of their personal data violates the provisions of the GDPR or applicable national legislation.

9. Updates

This information may be updated periodically to take account of changes in the law, case law or organisation. The updated version will be published on the Carcano website at: www.carcano.it.
Last revised: 16/10/2026