Stamperia Carcano Giuseppe Spa
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Capitale Sociale € 604.800 i.v.
REA n. CO-155979
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Reg. Imprese Como N. 00668140130
Partita IVA IT 00668140130
Codice Fiscale 00668140130

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

Art. 1 - SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale (hereinafter also referred to as the "General Terms and Conditions")
govern the relationships for the supply of goods (hereinafter the "Products") or services (hereinafter the "Services") between our Company (hereinafter also referred to as the "Supplier" or "Carcano") and the purchasing company (hereinafter also referred to as the "Purchaser" and together also referred to as the "Parties").

1.2. These General Terms and Conditions, together with the purchase order (the "Order") accepted by the Supplier pursuant to art. 2.1 of these General Terms and Conditions, the annexes and the documentation containing specific provisions relating to the sale of the Products or the supply of the Services are an integral and substantial part of the Order itself and together they constitute the contract to govern the relations between the Parties (hereinafter the "Contract").

1.3 By accepting these General Terms and Conditions, the Purchaser waives the application of its own general and particular conditions, if any, for the supply of Products or Services, which shall be deemed ineffective between the Parties.

1.4 In the event of a conflict between the General Terms and Conditions and the Order, the former shall prevail, unless expressly waived in writing by agreement between the Parties.

1.5 Any amendment to the Agreement shall be accompanied by a deed signed by both Parties.

Art. 2 - ORDERS AND OFFERS

2.1 The Order transmitted by the Purchaser to the Supplier shall become binding on the Parties if accepted in writing by the Supplier within the period indicated in the Order.

2.2 Orders may be cancelled or modified by the Buyer only with the prior written consent of Carcano.

2.3 Any requests for changes following the acceptance of the Order must be communicated in writing before the start of the execution of the Contract and will only be effective if accepted in writing by Carcano. If the changes requested by the Buyer involve additional costs or an alteration in production and delivery times, Carcano shall be entitled to adjust the price and delivery terms accordingly. In the event that the execution of the Contract takes place before the acceptance of the changes by Carcano, the Contract shall be deemed to have been concluded under the conditions initially agreed between the Parties.

2.4 Any offers made by the Supplier to the Buyer will remain valid only for the period indicated therein; after this period, they will lapse without the need for revocation. In the absence of any express indication to the contrary, the offer will be considered valid for 3 (three) days from the date of issue. The delivery terms indicated by the Supplier in the offer are to be considered merely indicative and not binding.

2.5 Agents and other intermediaries do not have the power to bind the Supplier to the Buyer, nor to enter into contracts in the name and/or on behalf of the Supplier. The offers submitted by the aforementioned parties must be approved in writing by Carcano.

Art. 3 - DOCUMENTS AND TECHNICAL DATA

3.1 The weights, dimensions, capacities, colours and any other characteristics of the Products or Services represented in Carcano's catalogues, drawings, tables, price lists or other illustrative documents are purely indicative and demonstrative. These characteristics are not binding on Carcano unless one or more of them have been expressly provided for as such in writing in the Order accepted by the Supplier. Carcano reserves the right to modify, at any time and at its own discretion, the construction details of its Products or the characteristics of the Services, making such non-substantial changes as it deems convenient and/or appropriate.

Art. 4 - INVOICING

4.1 The prices indicated by the Supplier in the relevant offer or, failing that, the prices shown in the price lists (provided by the Supplier to the Buyer) in force at the time of acceptance of the Order will apply to each Order.

4.2 Unless otherwise agreed in writing between the parties, the prices of the Products are intended as "EXW - Ex-Works" Albese con Cassano (CO), Incoterms® 2020 excluding packaging, transport, insurance, VAT and taxes.

4.3 The prices of the Products or Services indicated in the price lists are subject to change by Carcano without prior notice to the Purchaser.

4.4 Unless otherwise agreed, payments must be made in Euros. Prices expressed in currencies other than the Euro may be subject to change in relation to fluctuations in the relevant exchange rate.

Art. 5 - PAYMENTS

5.1 Payments must be made in accordance with the indications given in the offer or in the Order confirmation. The terms of payment are to be considered essential and may not be modified by the Buyer without the prior written consent of Carcano.

5.2 In the event of non-payment or late payment to Carcano, the amount due by the Purchaser shall be automatically increased by default interest as from the date of expiry of each individual invoice to the extent provided for by Legislative Decree no. 231 of 9 October 2002, ss.mm.

5.3 The non-payment, delayed or partial payment, on due date, of an invoice or debit note from the Supplier, the occurrence of events that negatively affect the Buyer's financial or economic situation and any other fact constituting default by the Buyer,

will result in the forfeiture of the Purchaser's terms agreed for the payment of the Products or Services. The Supplier shall therefore have the right to take immediate action to recover existing debts at any time, without any obligation to give notice and/or formalities.

5.4 In the cases referred to in article 5.3 above, the Supplier shall also have the right, at its sole discretion, without incurring any liability for damages, to:

i) not proceed with the execution of the Order,

ii) suspend and/or refuse delivery of Products or Services ordered and not yet delivered, even if they are Products or Services not related to the non-payment or late payment in question, until full payment of the amount due by the Buyer, and/or

iii) request payment guarantees and/or different payment terms or methods from the Purchaser, both for supplies still in progress and for subsequent ones.

5.5 Any dispute or claim by the Buyer for defects or defects in the Products or Services shall not, under any circumstances, entitle the Buyer to suspension or delay in payment.

Art. 6 - RISKS AND RETENTION OF TITLE

6.1 The risks relating to damage, loss, theft and the like of the Products sold pass to the Buyer upon delivery to the Buyer in the Supplier's warehouse.

6.2 Ownership of the Products will pass to the Purchaser from the moment he/she has paid the agreed consideration in full.

6.3 If this does not happen, Carcano may collect the Products delivered. All costs arising therefrom will be borne by the Buyer, who will not be entitled to deliver to third parties the Products purchased that he has not yet paid for, unless this is necessary for his normal commercial operations.

Art. 7 - DELIVERIES

7.1 The delivery terms indicated in the Order are not essential, unless otherwise agreed in writing between the Parties.

7.2 Unless otherwise agreed, the delivery of the products is Ex Works Albese con Cassano (Incoterms 2020).

7.3 If the Purchaser does not collect the Products on the agreed delivery date, Carcano shall be entitled to store the Products at the Purchaser's expense and risk, charging the latter for the relevant costs. If 30 (thirty) days have elapsed from the date on which the Products are made available without the Purchaser having collected them, Carcano may terminate the Contract pursuant to art. 1456 of the Italian Civil Code, charging all costs of storing the Products to the Purchaser and without prejudice to compensation for damages; it is understood that, in this case, the Purchaser will lose all rights

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on the Products, which Carcano may dispose of in its entirety at its discretion, including sale to third parties.

7.4 Carcano shall not be liable for damages of any kind resulting from anticipated, delayed or non-delivery, in whole or in part, for reasons attributable to the Purchaser.

7.5 Carcano reserves the right to make partial deliveries.

7.6 Carcano shall not be liable for any delay, breakage, loss or damage to the Products occurring after the Products have been made available at the place of delivery referred to in clause 6.2.

7.7 Any claim relating to loss or damage to the Products occurring during transport must be made directly against the carrier.

7.8 The Supplier shall package the Products using the type of packaging that it deems, at its discretion, most appropriate to the type of transport agreed with the Purchaser from time to time. Any special packaging, to be requested by the Purchaser no later than the transmission of the Order, shall be quoted separately by the Supplier and shall be the subject of express agreement between the Supplier and the Purchaser.

Art. 8 - FORCE MAJEURE

8.1 For the purposes of these General Conditions, "Force Majeure Event" means any unforeseeable or unavoidable event and in any case beyond the control of the parties, the occurrence of which is not due to conduct or omissions attributable to them and which, by its nature and entity, is such as to prevent the fulfilment of contractual obligations, such as, by way of example but not limited to: natural disasters, floods, fires, epidemics or pandemics, riots, wars (declared or undeclared), civil insurrections, accidents, embargoes, sabotage, labour disputes, strikes. Likewise, Force Majeure Events will be considered measures of any nature issued by any authority, both local and international, including laws, decrees, sentences, ordinances, rules and regulations, regardless of their source and rank, and any other comparable eventuality, even if of a different nature.

8.2 Carcano may suspend the performance of the services deducted in the Contract in the event of force majeure. If Carcano intends to make use of this clause, it must notify the Purchaser in writing within 8 (eight) days of the occurrence of the force majeure event. If the force majeure event is temporary, Carcano will give written notice of its termination within 8 (eight) days of the occurrence of the same. In this case, the Supplier's obligations will be suspended for the entire duration of the force majeure event.

8.3 Should the event of force majeure definitively prevent the execution, in whole or in part, of the Contract by Carcano, the Purchaser may modify the Order in relation to the quantity of Products or Services whose supply has become definitively impossible, but shall not be entitled to terminate the Contract in relation to the parts and/or quantities that may be performed.

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8.4 Carcano shall not be considered in default for any delay in the execution of the Contract if the delay is due to a case of force majeure or to acts and/or omissions of the Purchaser (such as, by way of example but not limited to, the lack of essential information for the correct supply of the Products or Services). In this case, Carcano shall not be required to pay compensation for any damages.

8.5 The Parties, in the event of a force majeure event, undertake to take all reasonable steps to avoid or reduce the consequences of such an event.

Art. 9 - CONTRACTUAL GUARANTEE AND SUPPLIER'S LIABILITY

9.1 The Supplier guarantees the absence of defects and defects in relation to the materials or manufacture of the Products or Services, as well as the conformity of the Products to the technical specifications and any samples provided and/or expressly approved by the Supplier, which have been expressly agreed in writing between the Parties.

9.2 This warranty is provided for a period of 12 (twelve) months from the date of delivery of the Products to Buyer or the performance of the Services, unless otherwise required by law.

9.3 The Buyer is required to verify the conformity of the Products or Services and the absence of defects no later than 8 (eight) days from the delivery or performance of the Services and in any case before their use.

9.4 This warranty is subject to a specific written notification by the Purchaser, which must be received by the Supplier no later than 8 (eight) days from the date of delivery of the Products or from the performance of the Services, or, in the event of non-apparent defects that cannot be ascertained with ordinary diligence, no later than 8 (eight) days from their discovery and, in any case, in any case, no later than 12 (twelve) months from the delivery of the Products to the Purchaser or from the execution of the Services9.5 The warranty may not be asserted by the Purchaser who is not up to date with payments, as well as in relation to those defects that do not give rise to appreciable limitations in the use of the Products or Services.

9.5 The warranty may not be asserted by the Purchaser who is not up to date with payments, as well as in relation to those defects that do not give rise to appreciable limitations in the use of the Products or Services.

9.6 The Supplier reserves the right to examine the Products or Services in advance to verify that the defect exists and is attributable to its responsibility; in this case, the Supplier undertakes, at its sole discretion, to repair or replace the Products or Services that the Supplier recognizes as defective or, in the event that this is not possible, to return, in whole or in part, the price that has already been paid by the Buyer, without this entailing any liability on the part of the Supplier for direct, indirect or consequential damages of any kind, including loss of profit,

loss of opportunity, damage to image or losses arising from and/or related to the defects or defects of the Products or Services.

9.7 In the event of repair or replacement of the Products or Services, the Purchaser shall receive the repaired or replaced Product or Service at the Supplier's expense. Any return of the Products or Services by the Purchaser shall, in any event, be authorized in advance in writing by the Supplier.

9.8 The Supplier shall not be liable for defects, defects, lack of quality or safety of the Products or Services resulting from:

- defects or deficiencies in the raw materials and materials or components supplied by the Purchaser and/or procured by the Supplier on the latter's instructions,
- incorrect assembly or installation of the Products,
- Buyer's misuse of the Products or Services,
- repairs, tampering or modifications made to the Products or Services, without the prior written consent of the Supplier,
- negligence or inexperience of the Buyer and/or its customers,
- normal wear and tear, poor or insufficient storage or maintenance of the Products, the use of aggressive agents.

9.9 If the Purchaser resells the Products or Services to third parties, the latter shall not be entitled to any rights against Carcano other than those to which the Purchaser is entitled.

9.10 Any implicit warranty of suitability for use or compliance with standards and regulations other than those in force in Italy or referred to in the Order is expressly excluded.

9.11 The warranty referred to in this article absorbs and replaces any other legal or contractual warranty for defects or lack of quality and excludes any other possible liability of Carcano. In no event shall Carcano be held liable for indirect, incidental or consequential damages of any kind, including any claims for damages based on loss of profit or profit, loss of opportunity or damage to image or for the loss of use or technical downtime of the Product or Service or any associated machinery.

9.12 Carcano's liability deriving from the execution or non-performance of the Contract, from the warranty, from tort or from strict liability, may not exceed in any case the value of the service deducted in the Contract.

Art. 10 - BUYER'S LIABILITY

10.1 For Products manufactured according to the Buyer's specific designs and/or requests, the latter shall be responsible for, and shall hold Carcano entirely harmless from, any damage arising to Carcano, for any reason, including infringement of intellectual property rights

or other rights of third parties, instructions or requests of the Purchaser to which Carcano has complied.

10.2 The Purchaser accepts and respects any limits of regulatory or contractual sources, safety standards or industrial rights and property rights that may prevent or limit particular uses and/or resale in Italy and/or abroad of the Products or Services delivered by Carcano. The Purchaser undertakes to indemnify and hold the Supplier harmless from any liability in relation to these limits, including towards third parties.

10.3 The Buyer is responsible for ensuring, at its sole risk and responsibility, that the Products are assembled and installed in accordance with:

- with the regulatory provisions of the country of use, in force on the date of installation,
- with Carcano's written installation instructions,
- with any other requirements that may be imposed by local, state, federal, or foreign authorities having authority over the installation in question, and shall also ensure that such installation or assembly is otherwise correct and safe, taking into account any reasonably foreseeable conditions of use.

Art. 11 - PROHIBITION OF ASSIGNMENT OF THE CONTRACT

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

Art. 12 - EXPRESS TERMINATION CLAUSE

12.1 Carcano may terminate the Contract pursuant to art. 1456 of the Italian Civil Code by means of a communication sent by registered mail with return receipt or certified e-mail in the following cases:

a) non-payment or late payment of any consideration due by the Purchaser in relation to sales made by Carcano under the Contract;

b) occurrence of any event that determines a decrease in the requirements of economic reliability of the Purchaser including, by way of example but not limited to, subjection of the Purchaser to a foreclosure proceeding, protests, reporting to the Central Credit Register of the Bank of Italy, judicial liquidation, bankruptcy or other insolvency proceedings;

c) violation of one of the following clauses of these General Conditions: art. 5.1 and 5.4 (payments), art. 10.2 (responsibility of the Buyer), art. 11 (assignment of the contract), art. 13 (confidentiality), art. 14.2 and 14.6 (intellectual property).

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

Art. 13 - CONFIDENTIALITY

13.1 The Purchaser undertakes, also for its partners, employees, collaborators, auxiliaries, to keep strictly confidential and not to disclose to third parties, for the entire duration of the Contract, and

in any case, for the following three years from the expiry or termination of the Contract, the information, both relating to Carcano and third parties, as well as that relating to the Contract, of which it has become aware in the execution of the Contract itself (hereinafter referred to as "Confidential Information"). The Purchaser undertakes to use the Confidential Information exclusively for the purposes set out in the Contract.

13.2 The Confidential Information will be used by the Purchaser to the extent that this is strictly necessary for the execution of the Contract. Therefore, the Purchaser may not issue, without the prior written consent of Carcano, press releases or statements to third parties concerning the existence, subject matter and/or terms of the Contract.

13.3 Without limiting the Purchaser's liability, Carcano may request, and the Purchaser undertakes to have signed, a declaration of confidentiality commitment, in accordance with the contents included in this article, by any person (partner, employee, collaborator, auxiliary) who is in any way involved with the Contract.

13.4 This obligation does not apply to data or information that the Buyer can prove to have been or become public knowledge, not in breach of this obligation of confidentiality or any other obligation of confidentiality towards third parties.

Art. 14 - INTELLECTUAL PROPERTY

14.1 The Contract does not provide for or in any way involve the transfer or licensing of the intellectual property rights relating to the technology, the Products, the Services, the Carcano trademarks and any materials delivered by Carcano to the Buyer. The Buyer acknowledges and accepts that no right of use other than what is strictly necessary for the performance of the Contract is granted to him by virtue of this article.

14.2 Carcano is and will remain the sole and exclusive owner of all intellectual and industrial property rights, including, but not limited to, patents, utility models, registered and unregistered designs, trademarks, copyrights, trade secrets, confidential information and know-how (hereinafter, collectively, the "IP Rights") relating to its technology, processes, Products and Services and any material or documentation communicated by it or made available to the Purchaser as part of or for the purpose of executing the Contract.

The Purchaser undertakes to refrain from any act that may compromise the ownership, validity or secrecy of Carcano's IP Rights, including, but not limited to, the filing of patent, model or other intellectual property rights that incorporate, derive from or are based, even partially, on confidential information or know-how of Carcano.

14.3 Upon termination of the Contract, for any reason whatsoever, the Buyer shall immediately cease to use the IP Rights, the Confidential Information and in general and all the

proprietary information, Carcano's know-how.

14.4 Carcano shall indemnify the Purchaser, within the limits of what is indicated in art. 8.12, against any claims and actions by third parties for infringement of patents and industrial property rights in general or for infringement of rights to Know-how or Confidential Information, to the extent that such infringement is directly attributable to: (i) Products or Services manufactured by Carcano and supplied to the Purchaser pursuant to the Contract; or (ii) manufacturing processes or techniques communicated by Carcano to the Purchaser for the execution of the Contract.

Carcano's indemnification obligation is subject to the condition that the Purchaser:

- (a) notifies Carcano in writing and without undue delay (and in any case within 8 (eight) days of becoming aware of it) of any action or request by third parties;
- (b) gives Carcano sole control of the defense and any settlement of the dispute, not adopting any position or agreement without the prior written consent of Carcano;
- (c) provides Carcano with all cooperation reasonably necessary for the management of the dispute.

Carcano's indemnification obligation shall not apply if the breach results from changes made to the Products, Services or processes by the Purchaser without Carcano's consent, or from the use of the Products or Services or processes in a manner not contemplated by the Contract.

14.5 The Purchaser shall indemnify and hold Carcano harmless against claims and actions by third parties for infringement of patents and industrial property rights in general or for infringement of rights to know-how or confidential or secret information, whenever such actions or requests by third parties refer to products, components or materials supplied by the Purchaser or by its suppliers, subcontractors or subcontractors or to work processes or techniques, in the event of modification of the Products, carried out independently by the Purchaser or by its suppliers, subcontractors or subcontractors, if any.

Art. 15 - ANTI-CORRUPTION OBLIGATIONS

15.1 In relation to this supply, the Purchaser undertakes, for itself and for any person who, in any capacity, acts in its name and on its behalf, to comply with Italian and international legislation on the prevention of corruption applicable to the Parties, including, but not limited to, Legislative Decree 231/2001 U.S. Foreign Corrupt Practices Act and UK Bribery Act (hereinafter "Anti-Corruption Laws"). The Purchaser undertakes not to make, directly or indirectly, any offer, promise, money or other benefit to public officials or private parties in order to improperly influence decisions and obtain an undue advantage in the interest of Carcano

15.2 The Buyer undertakes to ensure that its stakeholders and in any case any person who, in any capacity, acts in its name and on its behalf, are aware of and comply with all the obligations referred to in the

to this article; also undertakes to notify Carcano without delay and in writing of any event or circumstance as a result of which the obligations indicated above are no longer valid and complied with.

15.3 In the event of the initiation of any investigation, by the judicial or other supervisory authority, aimed at ascertaining the violation of the Anti-Corruption Laws, in which the Buyer is involved, Carcano shall have the right to freely withdraw from the Contract, by means of notice to be sent by registered mail with return receipt or equivalent means, with 15 (fifteen) days' notice, without being required to pay the Buyer any amount for any reason.

15.4 The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of violation of the Anti-corruption Laws by the Buyer definitively ascertained by the judicial or other supervisory authority.

15.5 Carcano reserves the right to carry out, also by means of professionals delegated for this purpose, audits aimed at verifying compliance with the obligations assumed pursuant to this article by the Buyer, who also undertakes to cooperate, making available all the documentation and information that will be requested.

Art. 16 - ADMINISTRATIVE LIABILITY OF ENTITIES

16.1 Carcano has adopted a management system for the prevention of corruption in compliance with the UNI ISO 37001 standard. Carcano has also approved and formally adopted the Organisation, Management and Control Model pursuant to Legislative Decree 231/2001 and its Code of Ethics which sets out the ethical principles to which it conforms and which it requires strict compliance with by all those who, in any capacity, collaborate with it in the pursuit of its objectives. Carcano is also the holder of ISO certification

16.2 The Purchaser declares that he/she is aware of the regulations referred to in Legislative Decree 231/2001 and that he/she has read Carcano's Code of Ethics, available on the www.carcano.it website.

16.3 The Purchaser undertakes not to carry out, and to ensure that its employees and/or collaborators do not carry out, in their relations with Carcano, acts or behaviours that represent a violation of the Code of Ethics and, more generally, acts or behaviours that could constitute the commission, even if only attempted, of the offences contemplated by Legislative Decree no. 231/2001 and by any other provision of law amending or supplementing the regulations provided for therein.
15.3 The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of a breach of the obligations referred to in this article by the Purchaser definitively ascertained by the judicial or other supervisory authority.

16.4 Carcano reserves the right to carry out, also by means of professionals delegated for this purpose, audits aimed at verifying compliance with the obligations assumed pursuant to this article by the Buyer, who also undertakes to cooperate, making available all the necessary

documentation and information that will be requested.

Art. 17 - FIGHT AGAINST MODERN SLAVERY AND HUMAN TRAFFICKING

17.1 Buyer represents and warrants that it respects and actively works to ensure that its supply chain respects all universally recognized human rights. This includes, but is not limited to, the prohibition of all forms of modern slavery, servitude, forced or compulsory labor, human trafficking and child labor. Buyer agrees 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 Regulation (EU) 2024/3015 of the European Parliament and of the Council.

17.2 The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of a breach of the obligations referred to in this Article by the Purchaser definitively ascertained by the judicial or other supervisory authority.

17.3 Carcano reserves the right to carry out, also by means of professionals delegated for this purpose, audits aimed at verifying compliance with the obligations assumed pursuant to this article by the Buyer, who also undertakes to cooperate, making available all the documentation and information that will be requested.

Art. 18 - RESPONSABILITA' ESG (ENVIRONMENTAL, SOCIAL AND GOVERNANCE)

18.1 Carcano recognises the importance of environmental, social and governance (ESG) issues as key 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, health and safety at work, prevention of corruption, social responsibility, human rights and gender equality, as well as on its Code of Ethics and other applicable organisational and compliance measures. The Purchaser declares that it complies with all applicable laws and regulations on the subject.

18.2 The Contract shall be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of a breach of the obligations referred to in this Article by the Purchaser definitively ascertained by the judicial or other supervisory authority.

18.3 Carcano reserves the right to carry out, also by means of professionals delegated for this purpose, audits aimed at verifying compliance with the obligations assumed pursuant to this article by the Buyer, who also undertakes to cooperate, making available all the documentation and information that will be requested.

Art. 19 - PRIVACY

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 (such as, by way of example, contact persons, collaborators and representatives) may be communicated and processed

hereinafter referred to as the "Personal Data"). 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 Agreement.

The Purchaser acknowledges that he/she has received or has the opportunity to consult the information on the processing of personal data prepared by Carcano pursuant to art. 13 and 14 of the GDPR, attached to this document.

Art. 20 - APPLICABLE LAW - JURISDICTION - LANGUAGE

20.1 These General Terms and Conditions and the contracts of sale to which the Supplier is a party are governed by Italian law. In the case of contracts for the international sale of movable property, the Vienna Convention of 1980 shall apply, unless waived in writing by the parties.

20.2 The exclusive jurisdiction for all disputes arising out of and/or relating to these General Terms and Conditions and the Supplier's sale of Products or Services shall be the Court of Como, Italy. Notwithstanding the foregoing, the Supplier may, however, sue the Purchaser before any court having jurisdiction over the Purchaser.

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

Place and date _____

_____ _____

The Customer Stamperia Carcano Giuseppe Spa

The Purchaser declares that he/she has read and understood the Supplier's General Terms and Conditions of Supply and specifically approves, pursuant to Article 1341 of the Italian Civil Code and 1342 of the Italian Civil Code, the content of the following clauses:

Art. 2 (Orders and offers); Art. 5 (Payments); Art. 6 (Risks and retention of title); Art. 7 (Deliveries); Art. 8 (Force Majeure); Art. 9 (Contractual guarantee and supplier's liability); Art. 10 (Buyer's liability); Art. 11 (Prohibition of assignment of the contract); Art. 12 (Express termination clause); Art. 14 (Intellectual property); Art. 15 (Anti-corruption obligations); Art. 16 (Administrative liability of entities); Art. 17 (Fight against modern slavery and human trafficking); Art. 18 (ESG (Environmental, Social and Governance) liability; Art. 20 (Applicable law - Competent Court - Language).

Place and date _____

Client Signature _____

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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 customers

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. Categories of Data Processed

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, 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: To carry out pre-contractual negotiations, preparation, negotiation, conclusion, execution and management of the contract, including the management of orders, the management of complaints, disputes, defects and defects.

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 business relationship — 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.

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 Anti-corruption compliance and administrative liability of entities

Purpose: As part of the activities to verify the Client's compliance with the 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 Client's contact persons and for the exercise of audit rights.

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 qualify the customer or to suspend or terminate the contractual relationship.

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

3.4 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.

3.5 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 transactions

extraordinary corporate tax — Article 6(1)(f) of the 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.

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.

The data subject also has the right to revoke the consent given at any time, without prejudice to the lawfulness of the processing carried out before the revocation and without any consequence on the existing contractual relationship.
Requests to exercise the aforementioned rights may be sent to Carcano by written communication to the e-mail address: **stamperia@carcano.it**, or by ordinary mail to the address: Via Alzate, 31 – 22032 Albese con Cassano (CO), Italy.

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.
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