

## GENERAL TERMS OF SALE

### (1) INTRODUCTORY STATEMENTS AND DEFINITIONS

These General Terms of Sale regulate all present contractual relations and those to be stipulated in the future between Steiel Elettronica S.r.l., with registered office in Ponte San Nicolò (PD), Viale Europa n. 24 Z.I. Roncaglie, Tax File and VAT no. 02113930289 (hereinafter referred to as "Steiel") and the Client, except as otherwise specifically agreed in writing. These General Terms of Sale constitute a contract between Steiel and the Client that cancels and substitutes any previous agreement, memorandum of understanding or commitment of similar content existing between the Parties. These General Terms of Sale are deemed as having been accepted by the Client even where they differ from other general or particular terms of purchase accepted by the client, which must henceforth be considered cancelled and substituted. Any contrary practices adopted for determined business operations or clients, even when repeated or tolerated, will not provide grounds for the derogation, limitation or exclusion of these General Terms of Sale or constitute waiver of the exercise of any of its rights by Steiel. These General Terms of Sale will be applied to all future contracts and/or purchase orders to be stipulated between the Parties, even when not expressly mentioned. These General Terms of Sale are an integral and essential part of the sale contract and as such must be inspected online by the Client prior to the completion of the purchase procedure. Transmission of confirmation of order implies complete awareness and acceptance of such terms. These General Terms of Sale can be updated or modified in any moment whatsoever by Steiel, which will communicate the same on the pages of its website [www.steiel.it](http://www.steiel.it). The Client agrees to assume responsibility for their printing and storage. With the transmission of confirmation of his purchase order, the Client provides unconditional acceptance of these General Terms of Sale, including the terms of payment provided below, and agrees to respect them in every relationship with Steiel, stating to have examined and accepted all the indications herein.

For the purposes of these General Terms of Sale and the obligations derived, the terms below will be intended as follows:

- i. **"Goods"**: the products made by Steiel.
- ii. **"Terms" or "General Terms"**: these General Terms of Sale.
- iii. **"Contract"**: the specific contract or commercial supply offer to which these "Terms" are applied.
- iv. **"Fee" or "Fees"**: the price, inclusive of every tax and accessory charge due from the Client to Steiel for the Supply, the methods for the invoicing and payment of which are detailed in the Order and/or Contract and/or Invoice, even in combinations of the above.

- v. **"Technical Documentation"**: every technical specification to which the Goods and/or Services must comply.
- vi. **"Invoice"**: the document issued by Steiel for the Supply as per DPR no. 600/73 and in compliance with the regulations in force.
- vii. **"Supply"** the sale of Goods or the rendering of Services by Steiel, indiscriminately.
- viii. **"Tax"**: VAT or other taxes due as specified by the regulations in force at the moment of Contract stipulation and/or the issue/acceptance of the Order.
- ix. **"Consumable materials"**: these and in general all the other tangible and intangible materials not produced by Steiel used in the Supply.
- x. **"Order"**: the Steiel Order Form or any other document prepared for the same purpose by Steiel and accepted by the Client or formulated directly by the latter that refers directly to these Terms and that has been duly compiled and signed by the Client and accepted by Steiel.
- xi. **"Purchaser" or "Client"**: the legal entity that purchases Goods or Services from Steiel.
- xii. **"Seller"**: Steiel Elettronica S.r.l., as identified in the Introductory Statements above.
- xiii. **"Parties"**: Steiel and the Client.
- xiv. **"Producer"**: the legal entity other than Steiel that produces Consumable Products and renders directly maintenance and assistance services even under warranty whenever specified in the Order and/or Contract.
- xv. **"Service"**: one or more of the services to which these General Terms indicated in the Order and/or Contract and Technical Documentation – when present – are applied.

### (2) SUBJECT OF ACTIVITIES

Upon request from the Client, Steiel agrees to supply the following under the terms and conditions below:

- Goods;
- pre- and post-sale technical assistance services;
- technical consultancy;
- installation and maintenance services.

The following General Terms of Sale will be applied to the execution of these activities above.

### (3) COMMERCIAL ORDERS

Every Client purchase order or letter of assignment must be submitted in written form and considered an irrevocable offer to purchase, which can be considered as having been accepted by Steiel only after written acceptance has been sent by the latter by letter, e-mail, or PEC (certified electronic mail).

Upon receiving a Client purchase order, Steiel reserves the right to accept it or refuse it on the basis of its own commercial, technical, or organizational reasons or doubts regarding Client solvency or the latter's negligence in providing the documentation

required by Steiel. The filling of the Order by Steiel implies its tacit acceptance of the same.

The Client is not entitled to advance claims for indemnification, reimbursement for damages, or claims of any other kind whenever Steiel refuses to accept his Order, apart from the right to the reimbursement of any sums paid in advance without right to any further credit or indemnification.

Order Confirmation sent to the Client by Steiel will include both mention of these Terms and a hypertext link by which the Client can access the Steiel website and read the complete version of such Terms, which the Client agrees to implicitly and tacitly accept.

The minimum amount of Order is set at 100.00 (one-hundred) euros, with the addition of any VAT applicable. Steiel reserves the right to refuse to fill orders of lower amount.

#### **(4) SHIPMENTS AND TERMS OF DELIVERY OF PRODUCTS OR RENDERING OF SERVICES**

Unless otherwise agreed in writing, Goods will be shipped ex-Steiel warehouse via carriers chosen by the Client or selected with diligence by Steiel. Unless otherwise by the Parties, the Client must bear the costs for the shipping and insurance of the Goods.

The same rules provided for Goods described below will also apply to the Consumable materials included in the Supply.

As regards shipping, according to Italian Civil Code Art. 1510, the risk for the fortuitous loss or damage of the products is transferred to the Client when the goods are loaded onto the carrier or collected by the shipper. In any case, Steiel declines all liability for the loss or damage of the products from the moment the Goods are delivered to the carrier at its warehouse(s). Similarly, Steiel declines all liability for shipping errors derived from mistaken or unclear address information provided by the Client. All shipping risks will be borne by the Client even when the contract stipulated with the shipper derogates from C.C. Art. 1510. Whenever the Shipment is delayed due to the fault of the Client or any other reason beyond the control of Steiel, such Shipment will be considered as having been to every sense and effect made by the mere issue of the Goods ready for shipping notice by Steiel, and all the charges, costs, and damages derived from such delay must be exclusively borne by the Client.

The ownership of the Goods will pass into the hands of the Client with the successful completion of full payment by the latter; for such reason, the Shipment will be subject to the retention of title clause as per C.C. Art.1523 et seq.

The Goods will be shipped to the address indicated in the Order and/or Contract and/or Invoice or in the absence of the above, to the Client's address.

Shipment to the address agreed will be considered as having been duly completed to every sense and effect of the contract and law even when the shipping document is signed by employees of the Client or by other associates or agents of any kind assigned by the latter, who therefore assumes responsibility for organizing the collection of the Goods and selecting

the persons for the task, henceforth ratifying the statements signed by the above.

From the moment the Goods are collected for shipping, every risk and responsibility in regard, including those derived by accident or force majeure, must be exclusively borne by the Client.

Barring written agreements otherwise, the terms of delivery of the Goods or the rendering of Services are purely approximate and non-essential to the interests of the Parties.

Steiel reserves the right to process all Orders and/or Contracts also by means of partial deliveries or services. Clients who do not intend to accept such partial deliveries or services must provide previous written notice of such intention.

Whenever the filling of the Order and/or Contract has become impossible or excessively onerous due to causes beyond its control, Steiel reserves the right to withdraw from the Order and/or Contract while providing justification for the same.

In any case, as regards the terms of delivery of Goods and the rendering of Services:

- delays by Steiel in the filling of the Order and/or Contract will not in any way provide grounds for the advancement of claims for damages or reimbursement or financial outlays of any kind;
- unless otherwise agreed in writing, Steiel will neither acknowledge or accept binding terms of delivery or contractual penalties for delays in the delivery of Goods or Services.

#### **(5) PAYMENTS**

The Fee for the execution of the Supply is indicated in the Order and/or the Contract and/or the Invoice. Such Fee must be considered as being inclusive of every tax, charge, cost, outlay or entitlement due to Steiel for the execution of the Supply regardless of its intensity, duration, or effective performance.

With no prejudice to the faculty of Steiel to avail of the legal remedy specified in C.C. Art. 1460 and thus suspend or interrupt every Supply in progress, failure to make prompt payments at the due dates agreed will enable Steiel to demand interest in arrears from the Client to the extent established by Legislative Decree No. 231/2002, Art. 5. In any event, the Client will not be entitled to suspend in any way or for any reason the payment of the Fee due, given that the right to advance any such objection, protest, or claim regarding the Supply provided by Steiel is subordinate to the correct and complete payment of the sums agreed.

Failure to make payments at the due dates agreed or any other fact or event that determines or suggests breach of obligation by the Client provides grounds for the invalidation of the terms agreed for the payment of the Goods and makes any credit due from the Client to Steiel immediately payable; in such case, Steiel will have the right to suspend the delivery of any Goods not yet delivered or to immediately terminate every agreement in force without any indemnification, refund, or reimbursement to the Client.

The same faculty, with the possibility to suspend or deem the Contract terminated by law without any obligation to indemnification or reimbursement is

granted to Steiel whenever prior to the shipping of the Goods (even when the order has already been officially accepted) the Client appears to be of dubious solvency or outside the range of economic and financial rating parameters established by the market's most authoritative rating agencies.

The acceptance of partial payment or the tolerance of the Client's non-fulfilment of obligations by Steiel must not be construed as a waiver of its right to suspend the execution of or terminate the Contract on the grounds of any such non-fulfilment.

The Client agrees to refrain from compensating credits due to Steiel with credits of his own due from others.

**(6) EXCLUSION OF STEIEL WARRANTY COVERAGE FOR CONSUMABLE MATERIALS AND SERVICES FROM PRODUCERS**

Steiel sells Consumable Materials and accessory products made by third party Producers and for this reason Steiel cannot provide any form of warranty regarding the satisfactory operation of the goods sold or the presence of redhibitory defects.

Steiel provides no warranty for these Consumable Materials sold and for such reason is released from any obligation regarding warranties or guarantees specified in C.C. Art. 1490 and Art. 1497, neither may Clients avail of the right to recourse specified in Consumer Code Art. 131 in regard to Steiel. The purchase of Consumable Materials from Steiel implies the complete application of the terms of warranty provided directly by the Producers of which the Client may avail in any moment under the conditions and in the ways established by the same required case by case.

Steiel declines all liability for inaccuracies and/or lack of correspondence between the technical characteristics of the Consumable Materials and the documentation of the same provided by the Producers. Any and all pre-purchase commercial or promotional information provided by the Steiel sales organization must be considered as being provided solely for the purpose of client orientation and support, and for such reason must not in any way be considered a substitute for the real information on such technical characteristics of the Consumable Materials communicated to the markets by the Producers of such Materials.

Prior to purchase, the Client expressly agrees to assess in complete autonomy the characteristics of the Consumable Materials by consulting the respective technical data sheets provided by the Producer.

For purposes of example without excluding others, Consumable Materials consist of measurement sensors, hydraulic and mechanical parts, and calibration solutions. The Client is invited to consult the detailed information contained in the Technical Documentation for such Consumable Materials

**(7) SUPPLIES NOT INCLUDED IN THE COMMERCIAL OFFER**

Whenever during the execution of the Supply activities not envisioned in the Order and/or Contract must necessarily be performed, Steiel will have the right to

refuse to perform such activities whenever the Client does not provide to payment for the same in advance. Whenever the rendering of determined Services for such activities by Steiel is not accompanied by guarantees for the safety of its personnel or the successful outcome of the Supply, or whenever no agreement can be reached on the fee due for the Supply of activities not originally envisioned, Steiel has the right to interrupt the Supply and abandon the filling of the Order at no cost, outlay, or liability. In such case, Steiel will be entitled to the fees due for the Goods and Services already supplied.

**(8) METHODS OF EXECUTION OF THE SUPPLY**

During the execution of the Supply, Steiel - and the Client, whenever the latter is directly involved in the activities to be performed, is obliged to employ suitably qualified directive, technical, and operating personnel provided with previous training in the activities in question in numbers sufficient to the task and the terms of delivery.

The Client must schedule the works to be performed in alignment with Steiel activities.

Steiel agrees to complete the Supply stipulated through the most appropriate organization of its personnel, equipment, and accessories, and any other means necessary.

The Client agrees to keep Steiel released from liability for any and all claims advanced for any reason by its employees, including cases of joint and several liability.

**(9) INDUSTRIAL AND/OR INTELLECTUAL PROPERTY RIGHTS**

The Client is required to use the subject of the Steiel Supply in respect of the industrial and/or intellectual property rights of Steiel or Third Parties.

Any material placed at the Client's disposal through the Supply construable as being a subject of the industrial and/or intellectual property rights of Steiel or Third Parties must be used by the Client in respect of such rights. The Client must assume all responsibility in regard and agrees to release and keep Steiel released from all present and future liability in regard.

Whenever the Client violates the industrial and/or intellectual property rights of Steiel or Third Parties, Steiel reserves the right to terminate the Contract by law while reserving the right to claim further damages.

**(10) LIABILITY**

Steiel will not be held liable for delays in the delivery or the incomplete execution of the Supply or the malfunction of Goods and/or Services and/or interruptions in the delivery of the Services caused by (a) force majeure, (b) tampering with or the execution of unauthorized interventions on the Service or Goods by the Client or third parties, (c) any other event or circumstance not ascribed to the intent or gross negligence of Steiel.

Likewise, Steiel will not be held liable for delays or malfunctions in the execution of the Supply and/or interruptions in the delivery of the Services derived from the non-fulfilment by the Client of the laws and

regulations in force (including those governing workplace safety and fire prevention).

Whenever the liability of Steiel derives from a cause ascribed to a third party, the Client may not claim from Steiel a reimbursement higher than the sum contractually stipulated to be granted to Steiel, not the one granted to the third party.

In any case, with no prejudice to the obligations required by law, and with the exception provided for in the paragraph below, whenever Steiel may be held liable for the total or partial non-fulfilment of obligations derived from the commercial relationships agreed, the total reimbursement to be granted to the Client must not under any circumstances exceed 100% of the Fee established in the respective Order and/or Contract and/or Invoice.

The Client agrees to keep Steiel exempt from liability for any request, action, claim advanced by third parties for reimbursement for damages. Under no circumstances will Steiel be held liable for the total or partial non-fulfilment of obligations derived from the commercial relationships agreed that result in claims for reimbursement of damages being advanced against the Client. The Client agrees as of now to keep Steiel exempt from liability for any request or claim advanced by third parties for reimbursement for damages created by the Client using the Goods and/or Services. The Client must bear all the costs and reimburse all damages and charges, inclusive of legal actions, derived from such liability proceedings, while agreeing to inform Steiel whenever actions will likely be brought against it.

Under no circumstances will Steiel be held liable for the consequences of special, consequential, indirect or similar damages, including loss of profits.

#### **(11) ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF CREDITS**

The assignment of any form of the existing contractual relationships with Steiel is prohibited, and any action contrary to such prohibition is null and void. The obligations stipulated by Steiel to the benefit of the Client cannot be assigned or transferred by the latter without previous written authorization by Steiel.

The failure to respect this provision provides Steiel with grounds to oppose the assignment that has been communicated or notified and to refuse to execute the agreed activities remaining.

Similarly, the transfer for any reason of credits due from Steiel without the previous written authorization of the latter is prohibited.

#### **(12) GROUNDS FOR WITHDRAWAL**

Steiel reserves the right to withdraw from the contractual relations in force with its clients at its own inalienable judgement without such withdrawal enabling claims for reimbursement or indemnification of any kind whenever any of the circumstances below arises:

- a) the sale of the company or company business unit involved in the Supply that the Client has requested or agreed or the change of such business unit;

- b) the indictment of a representative of the Client for offences regarding the management of such company or business unit which due to their nature and severity jeopardize the Client's reliability and morality or appear likely to damage or even only indirectly compromise the Client's image;
- c) the breakdown or liquidation of the Client's activity or its being subjected to procedures of expropriation, insolvency, bankruptcy, arrangement with creditors, receivership, or debt restructuring proceedings as per Art. 182 L.F (Bankruptcy Law).

Steiel will be entitled to exercise the right of withdrawal with immediate effect as specified in this Article by notifying the Client of such intent by registered letter with notice of receipt or by certified e-mail.

#### **(13) TERMINATION ON GROUNDS OF NON-FULFILMENT**

Steiel reserves the right to terminate the Order and/or Contract as per the sense and effect of C.C. Art. 1456 by notifying the Client of such intent by registered letter with notice of receipt or by certified e-mail whenever the Client fails to fulfil even only one of the obligations below:

- a) delay or failure in making the payment of a sum agreed as fee when due as specified in Art. 5 regarding payments;
- b) violation of the provisions of Art. 6 regarding warranty;
- c) violation of the provisions of Art. 9 regarding property rights;
- d) violation of the provisions of Art. 11 regarding assignment of contract;
- e) violation of the provisions of Art. 15 regarding confidentiality;
- f) violation of the provisions of Art. 19 regarding administrative responsibility of legal entities.

Whenever the Contract is terminated on grounds of non-fulfilment by the Client, Steiel will proceed to the suspension of the Supply and by way of penalty will withhold the sums already paid while maintaining the right to receive the sums already billed, even those not yet paid by the Client, and to invoice all other sums due, with all rights to the pursuit of further damages preserved.

#### **(14) PROCESSING OF PERSONAL DATA**

As regards the processing of personal data in the context of the business relationship, each Party agrees to process the personal data received from the other exclusively for purposes closely linked and instrumental to the execution of the obligations assumed in the Orders and/or Contracts and in respect of the contents of their respective corporate documents and the other provisions applicable for the relevant period of time regarding the obligations specified by EU Regulation 2016/679 with particular reference to the adoption of the privacy protection measures specified in Art. 32.

Within its own limits of responsibility, each Party agrees to update and integrate its own personal data protection procedures in regard to the evolution of such regulations and to inform the other of any innovations made. Any emergencies or irregularities that may occur during any phase of data processing linked to the Contract must be promptly reported to the other Party. For such purpose, Steiel states to have issued its own informative letter as per EU Regulation 2016/679 Art. 13.

#### **(15) CONFIDENTIALITY**

For the purposes of this Article, the term "Confidential Information" is intended to indicate data, technical, commercial, and/or financial information, samples, drawings, design specifications, material specifications, calculation notes, operation instructions, and in general, documentation regarding products, technologies, software, know-how, commercial secrets, activities, industrial processes and developments, and other objects of similar confidential nature owned by one of the Parties that are transmitted to the other for purposes regarding the Order and/or Contract. The Party that receives Confidential Information from the other must keep such information confidential by taking every necessary precaution, and for such reason, Confidential Information cannot be disclosed in any way to Third Parties and can only be used for purposes linked to the execution of the Contract. For the purposes of this Article, the term "Third Party" is intended to indicate any subject other than the two Parties. Each Party guarantees and reassures the other that such confidentiality obligation was observed also during the phases of negotiation. The Order and/or Contract must be considered Confidential Information.

The confidentiality obligations specified in Art. 15 are not applied to Confidential Information: (i) that was already legitimately known to the receiving Party prior to its disclosure; (ii) that is of public domain or becomes so due to causes beyond the control of the Party receiving such information; (iii) that is available to the receiving Party because it received such information from third parties not bound by any confidentiality agreement; (iv) that has been autonomously processed by the receiving Party without making use of Confidential Information; or (v) when the Party receiving the information is required by law and/or legitimate order from the authorities to reveal the content of such Confidential Information; in which case, the receiving Party is expressly obliged to promptly inform the communicating Party and indicate the reason for the same prior to proceeding to such disclosure. In such case, the receiving Party is obliged to take every precaution in order to keep secret all other Confidential Information that differs from the information that must by law and/or legitimate order from the authorities be obligatorily revealed.

#### **(16) NON-SOLICITATION CLAUSE**

The Client agrees for the duration of these General Terms of Sale and for a period of 12 months after the expiry of the same to refrain from hiring or offering

future employment to any employee of Steiel involved in the activities of the Order and/or Contract even in the event such initiative is taken by Steiel employee. Whenever in violation of the above the Client hires or offers to hire or engage any Steiel employee in any occasional or continuing business relationship, the Client must pay as penalty to Steiel, which reserves the right to the pursuit of further damages, (for the costs it is obliged to incur for the screening, hiring, and training of a new employee and for the damage it incurs due to the suspension of the projects in which the employee was previously working), a sum equal to the total gross cost incurred by Steiel for such employee in the month immediately prior to the termination of the employee's relationship with Steiel multiplied by twelve and increased by VAT whenever applicable by law.

#### **(17) APPLICABLE LAW – COMPETENT COURT**

The contractual relations stipulated with the Client are regulated by Italian law regardless of the location in which Services are rendered, Goods are supplied, and the Client's nationality.

Any controversy derived from the execution, validity, interpretation, or enforceability of the contractual relations stipulated with the Client are the exclusive competence of the Court of Padova, which cannot be derogated even for reasons of connection of competence.

#### **(18) GENERAL PROVISIONS**

Amendments to these General Terms of Sale will become valid and effective only as of the day after the publication of the revised text of the General Terms of Sale in the Steiel website. The date of revision of the Terms will be published in the Steiel website at the foot of the complete text.

Communications regarding the contract can be sent by email (also certified email) or registered letter to the respective Party and will be considered as having been effectively received only after intentional (not automatic) confirmation of receipt has been sent by an operator or with the signature of the notification of receipt of the registered letter.

Whenever either Party refrains from demanding the application of any contractual clause and its right(s) associated with these General Terms of Sale or exercising the same in any given moment or for any period of time, this will not constitute permanent waiver of such right(s) and will not in any way limit the Party's faculty to appeal or exercise such right in the future.

The failure of any Party to exercise in any moment the applicable provisions of law must not be considered as a waiver of any of such Party's rights.

Steiel reserves the right to sell or transfer, totally or partially, its obligations or rights to competent third parties.

Whenever any provision of these General Terms of Sale becomes invalid or unenforceable, its content will be limited, suppressed or reformulated in the terms strictly necessary to ensure the complete validity and enforceability of these General Terms of Sale in regard to every other aspect.

These General Terms of Sale are deemed as having been stipulated to the exclusive benefit of the Parties for operation only by the same and not by third parties. These General Terms will be applied to all agreements stipulated between the Parties in the future even when not expressly cited.

#### **(19) CLAUSE 231**

The Client states to be aware of the regulations in force governing the administrative liability of legal entities and in particular, the content of Legislative Decree No. 231 dated June 8, 2001. In this regard, the Client states to have inspected the Code of Ethics and the document entitled "Principles of Model 231" developed by Steiel and published in its website.

The Client states to have adopted and effectively applied company procedures and behaviour and to have provided its employees and/or associates with suitable instructions for the prevention of crimes and attempted crimes subject to the sanctions specified in Legislative Decree No. 231 dated June 8, 2001, and agrees to keep them efficiently implemented in regard to Steiel for the entire duration of these General Terms of Sale.

The Parties agree that even the only partial non-fulfilment of the application and/or effective implementation of the provisions above will constitute serious breach of these Terms, in consequence of which Steiel reserves the right:

- a) to suspend the execution of every contract in force by providing the Client with notice of the same by registered letter containing a summarized indication of the news, even as provided in the press, of the factual circumstances or legal proceedings from which such breach can be reasonably inferred, and/or
- b) to withdraw unilaterally from the contract, even while execution is in process, or to terminate every contract in force by providing the Client with notice of the same by registered letter containing a summarized indication of the factual circumstances or legal proceedings demonstrating such breach.

The right(s) mentioned in letters a) and b) above will be exercised to the damage of the Client, and in any case by charging the latter every additional cost and expense deriving from or consequent to such breach, with the obligation to keep Steiel released from any action taken by third parties deriving from or consequent to such breach.

The Client agrees to respect and demand the respect of every applicable law, regulation, and ordinance regarding the fight against corruption in the area where the Products are purchased under these Terms. The Client agrees to respect and demand the respect of every anti-corruption law in force in the nation where the Products are purchased under these Terms.

Informative letter to clients as per Art. 13 of EU Regulation UE 2016/679

**Reference Law:**

- **Regulation EU 679 dated 27 April, 2016** regarding the protection of the personal data of natural persons and the free circulation of such data (hereinafter, Regulation EU)

Steiel Elettronica S.r.l., VAT no. IT00321300378, with registered office in Ponte San Nicolò (PD), Viale Europa 24, E-mail [info@steiel.it](mailto:info@steiel.it) Tel. 049/8961488 informs you that your personal data will be processed in respect of the applicable EU Regulation.

The processing of data regarding legal entities falls outside the scope of application of EU Regulation 2016/679 regulating the protection of personal data. For purposes of clarity and transparency for all its clientele, Steiel Elettronica S.r.l. provides also to legal entities this Informative letter that describes the purposes and methods of all the processing of personal data of Data Subjects as defined below that Steiel Elettronica S.r.l. performs or has the capability to perform.

Steiel Elettronica S.r.l. is acting in the role of "Data Processing Controller", or in other words, the party that processes personal data, establishing the purposes and methods for the processing of the same.

Practically speaking, the personal data of Data Subjects can be processed by subjects expressly authorized to perform certain processing operations by Steiel Elettronica S.r.l.

This Informative letter is addressed to the "Data Subject" intended as the natural person to which the personal data in question refers; in other words, all those subjects who operate in name and on behalf of the legal entity client of Steiel and whose personal data are processed by Steiel Elettronica S.r.l.

**1) Purposes and legal basis of personal data processing**

Personal data is collected and processed by Steiel Elettronica S.r.l. for the purposes of:

- a) executing pre-contractual activities and acquiring preliminary information for purposes of contract stipulation;
- b) executing contractual obligations (*for purposes of example: administration, accounting, contract management, invoicing/payment services*);
- c) managing relationships between the Data Subject and Steiel Elettronica S.r.l. (*for example, the management of disputes also regarding the credits derived from a contract and/or collateral actions, factoring*);
- d) The communication or transfer for marketing and commercial promotion purposes to Steiel Elettronica S.r.l.; in which case, the previous free, specific and express consent of the Data Subject is required;
- e) The execution by Steiel Elettronica S.r.l. of marketing and commercial promotion activities

for Steiel Elettronica S.r.l. services and products, in which case, the previous freely given express and specific consent of the Data Subject is required.

As regards the purposes specified in Letters a), b), and c), data is processed for compliance with the pre-contractual/contractual obligations and legal obligations linked to the relationship established with Steiel Elettronica S.r.l.; for such reason, consent to data processing is not necessary.

As regards the purposes specified in Letters d) and e), data is processed on the basis of freely given express and specific consent.

**2) Nature of conferral of personal data**

The conferral of all personal data for which a contractual or legal obligation exists, including pre-contractual information, is obligatory. The refusal to consent to the processing of "obligatory" personal data could render the execution of the contract impossible. The refusal to provide the personal data that is strictly necessary for the execution of contractual relations but not obligatory does not, in principle, engender consequences apart from rendering the operations associated with such personal data or the establishment of new relationships impossible. The refusal to provide personal data regarding the execution of the activities mentioned in Point 1, Letters d) and e) of this Informative letter will merely prevent the execution of such further activities without obstructing the execution of contractual relations.

**3) Data processing methods and time for which data will be conserved**

Personal data will be processed lawfully and correctly in compliance with the legislation applicable using instruments suited to ensuring their security and confidentiality; personal data will be prevalently processed using information technology tools for the conservation, management, and transmission of the data.

Data will be prevalently processed by the Data Processing Controller's organization under the direction and control of the company structures provided and the personnel expressly appointed to the task.

Point 4 of this Informative Letter illustrates the other subjects who may be involved in the processing of the Data Subject's personal data.

Personal data will be stored in a form that permits identification by the Data Subject for a period of time no longer than necessary in regard to the purposes for which such data was collected and processed.

In regard to the management of the contractual relationship, personal data will be conserved for the periods of time defined by the reference legislation and after the expiry of the contractual relationship, for the 10-year period required for data of civil nature only. As regards the data processed for purposes of marketing and commercial promotion, whenever the optional consent requested has been provided, the data collected will be conserved for the time strictly necessary for the management of the purposes indicated by adopting criteria based on respecting the legislation in force, correctness, and the maintaining of a balance between

the legitimate interest of the Data Processing Controller and the rights and liberty of the Data Subject.

As a result, barring specific regulations that prescribe different data conservation times, the Data Processing Controller is required to utilize personal data for the marketing and commercial promotion purposes above for a congruent period of time for the interest shown by the Data Subject in the activities of such Controller. The latter will take every measure possible to avoid utilizing personal data for an indefinite time, proceeding at regular intervals to appropriately verify whether or not sufficient interest remains in the Data Subject to warrant the continuing processing of personal data for the marketing and commercial promotion purposes mentioned above.

#### 4) Personal data recipients

In regard to the Data Subject's personal data, Steiel Elettronica S.r.l. is empowered to perform the communication required by law, by regulation, or Community legislation. Solely for the purposes mentioned in Point 1, Letters a), b), and c) of this Informative letter (in other words, for purposes linked to the execution of the Contract, pre-contractual measures, and the management of the relationship between the Data Subject and Steiel Elettronica S.r.l.), personal data may be communicated to Steiel Elettronica S.r.l. without necessarily requiring consent

Also the following subjects may come into contact with personal data through mere the consultation or availability of the same:

- a) public supervisory authorities, institutions or agencies;
- b) natural persons or legal entities that render specific services such as data processing, client satisfaction polling, administrative, fiscal and/or accounting consultants, and communication event and trade fair organizers;
- c) commercial intermediaries, banks and credit institutes, legal consultancy firms, financial intermediation companies, natural persons or legal entities assigned to credit recovery, auditing and/or certification of balanced sheets and quality systems, Steiel Elettronica S.r.l. freelance collaborators, agents and business finders insurance agents and brokers;
- d) natural persons and/or legal entities requesting references/data for the purposes of participating in public calls for offers or in the context of the execution of supply contracts with clients on behalf of Steiel Elettronica S.r.l.

The subjects mentioned in Points a), c), and d) operate as autonomous Data Processing Controllers.

The subjects mentioned in Point b) operate as expressly appointed Data Processing Controllers.

Only the personal data strictly necessary and pertinent to the purposes declared in this Informative letter will be transferred to the parties above.

The list of third parties will be constantly updated and can be accessible upon request submitted to Steiel Elettronica S.r.l.

As regards the purposes mentioned in Point 1, Letter d), or in other words for the purposes of communication or transfer for marketing and commercial promotion purposes, personal data may be disclosed to Steiel Elettronica S.r.l. following freely given express and specific consent.

Whenever necessary for the fulfilment of contractual obligations, personal data may be transferred to nations outside the EU or the European Economic Area as required by the adequacy decisions reached by the European Commission or on the basis of the adoption of the standard contractual clauses duly adopted or specifically binding corporate rules.

Personal data will not be disseminated to an indefinite number of subjects or rendered public domain.

#### 5) Rights of the data subject as per Art. 15, 16, 17, 18, 20 and 21 of the EU Regulation

The Data Subject has the rights to access his or her personal data specified in the respective EU Regulation Art. 15 and the rights specified in Art. 16, 17, 18, 21 of such Regulation in regard to the rectification, erasure, restriction, portability, and objection to data processing. The Data Subject can exercise rights by writing to the address below:

...

Whenever Steiel Elettronica S.r.l. fails to reply to the requests submitted by the Data Subject within the times specified in the regulation or the reply regarding the exercise of rights is inappropriate, the Data Subject can petition the Privacy Guarantor for the Protection of Personal Data.

Contact information:

Privacy Guarantor for the Protection of Personal Data.

Piazza Venezia n. 11 - 00187 Roma

[www.gpdp.it](http://www.gpdp.it) - [www.garanteprivacy.it](http://www.garanteprivacy.it)

Fax: (+39) 06.69677.3785

Telephone switchboard: (+39) 06.69677.1

#### 6) Data Protection Officer

After evaluating the degree of specialized knowledge of personal data protection legislation, Steiel Elettronica S.r.l. has appointed a Data Protection Officer responsible for monitoring the respect of personal data processing protection regulations and providing the company with the necessary consultancy in regard. Moreover, whenever necessary, the Data Protection Officer will cooperate with the Privacy Guarantor for the Protection of Personal Data. The Data Protection Officer and the respective contact data are provided below:

E-mail:

**Request for consent for the Purposes specified in Point 1, letters d) and e) of this Informative letter.**

The undersigned

---

As legal representative of

---

With registered office in

---

Tax File and VAT number

---

in confirming this Informative letter:

- As regards Purposes, Point 1, Letter d) regarding the communication or transfer of personal data for marketing and commercial promotional purposes to Steiel Elettronica S.r.l. (

I CONSENT  
 I REFUSE CONSENT (1)

Date \_\_\_\_\_

Signature \_\_\_\_\_

- As regards the processing made directly by Steiel Elettronica S.r.l. as the Data Processing Controller, for the Purposes in mentioned in Point 1, Letter e) of the marketing and commercial promotion of products and services:

I CONSENT  
 I REFUSE CONSENT (2)

Date \_\_\_\_\_

Signature \_\_\_\_\_

- (1) Whenever consent is refused, the data processing specified on Point 1, Letter d) will not be performed.
- (2) Whenever consent is refused, the data processing specified on Point 1, Letter e) will not be performed.

**CONSENT TO THE USE OF CONTENT FOR  
MARKETING AND COMMUNICATION ACTIVITIES**

The Undersigned

---

As legal representative of

---

With registered office in

---

Tax File and VAT number

---

(Hereinafter, the "Company")

With this disclaimer, I consent and authorize Steiel Elettronica S.r.l., under the terms and conditions below, to describe the existing business relationship with the Company – in this, and for this exclusive purpose alone with reference also to the name, trademarks, and logos legally available to the latter (obligations to refrain from modifying characteristics, forms, colours, etc. notwithstanding) – for the purpose of promoting Steiel services and products by:

- press releases and conferences;
- publishing in Steiel websites, web pages, social channels, company brochures and publications, and in every other media made available by the advance of technology and distribution channels data, documents, articles, presentations, videos, infographics and direct quotes that describe the Company's experience in using Steiel solutions and/or the projects the latter has implemented for the Company;
- using such data, documents, articles, presentations, videos, infographics and direct quotes for the purpose of providing instructions to the commercial sector in question;
- using such data, documents, articles, presentations, videos, infographics and direct quotes at events/ meetings/conventions/trade fairs organized by Steiel and/or third parties;
- using such data, documents, articles, presentations, videos, infographics and direct in relations with clients and potential clients;
- using the logo and/or the Company's corporate image on signs or graphic material for events/ meetings/conventions/trade fairs organized by Steiel and/or third parties.

Prior to the public issue of any form of data, documents, articles, presentations, videos, infographics and direct quotes, Steiel Elettronica S.r.l. must obtain express approval of the final contents from the Company.

It remains understood that the use of the above must take place: (i) only for the purposes indicated above exclusively within the limits of and with respect for the applicable regulation(s) in force time by time, and while

bearing in mind the workplace and the instrumentation and methods of dissemination; (ii) under its own exclusive responsibility while keeping the Company released from any and all liability derived from claims of any kind advanced by anyone in any venue (including intellectual property rights) in regard to such use; (iii) with the express guarantee that any personal data regarding the Company will be processed by Steiel with punctual respect and in accordance with the provisions of Regulation E 2016/679 and the legislation regarding the protection of personal data in force at the time.

Steiel Elettronica S.r.l. is authorized to use the name of the Company and all the data regarding the solutions provided and/or projects implemented for use as reference when participating in public and private calls for offers.

This authorization is granted free of charge, effective as of today's date, and valid until unilateral revocation, which may be freely exercised by the Company after providing 30-day advance notice (without the application of any penalty or charge).

Date \_\_\_\_\_

Signature \_\_\_\_\_