

## OTIS GROUP GENERAL TERMS OF PURCHASE OF SERVICES

These General Terms govern - together with the annexes to the same and to the orders - the relationship between **OTIS Servizi Srl** - or a subsidiary thereof, as an example CEAM Srl (each hereafter “**OTIS**” or also “**Buyer**”) and the supplier (as from time to time identified in each order, hereinafter “**Supplier**” and together with the Buyer the “**Parties**”) in relation to the supply of the Services - as defined below and identified in each order that the Supplier will fulfil in favour of the Buyer.

For the purposes of these General Terms, the following terms shall have the meaning described below:

“**Services**”: the services specified in the Order and included in the supply, as well as any accessory services; “**Order**”: the purchase order issued by the Buyer, along with the related annexes (if any);

“**Parties**”: jointly the Buyer and the Supplier;

“**Price**”: the price for the purchase of the Services indicated in the Order, including all charges, taxes and fees, except VAT;

The following documents apply to these General Terms, and are an integral and substantial part of them: the organisation, management and control model provided for by L.D. 231/2001 (hereinafter referred to as the “**Model**”), the New Code of Ethics “The OTIS Absolutes” and the Code of Conduct for OTIS Supplier “Safety-Ethics-Quality”, available on the website <https://www.otis.com/it/it/>, in the “*Our Company*” section.

### 1 SCOPE OF THE SUPPLY.

The Supplier undertakes to provide the Services in accordance with the technical and functional specifications, in compliance with the terms specified in the Order, with the schedule and with the procedures provided for by these General Terms and by the Orders issued from time to time by the Buyer. More generally, the Services shall be compliant with any applicable regulation and suitable for the purpose for which they are provided. The Supplier must promptly request any elucidation or other information omitted in the drawing up of the Order and necessary for the best performance of the service provision.

### 2 SERVICE PROVISION.

The Supplier undertakes to fulfil its obligations with the utmost professionalism and diligence, and in compliance with the regulations in force at the time.

For the provision of the Services, the Supplier shall only use its own equipment and instruments.

To this purpose, the Supplier undertakes to periodically perform any required calibration/verification/check/testing operation on the above-mentioned equipment, in compliance with the regulations in force.

The Supplier guarantees that it has in place and maintains appropriately sized corporate facilities, as well as constantly updated procedures and techniques, and that it shall obtain any necessary licences, permits, authorisations and titles (also ensuring that the same applies - where necessary - to the subcontractors, as well as to the natural persons in charge of performing the tasks), in addition to those required by the Buyer, if any.

The Services shall be provided at the premises of the Buyer, at those of the Supplier or at a different location, as specified by the Order.

Any access and staying at the Buyer's premises shall exclusively be allowed by the latter for the purposes of the contract performance, and in compliance with the corporate access control and safety policies. The Supplier undertakes to ensure that its employees/partners in any capacity and/or those of any subcontractors (where authorised) who must access the Buyer's premises show appropriate ID badges compliant with the law provisions and meet the above-mentioned requirements.

The Buyer shall have the option to deny the access to its premises to any employees and partners of the Supplier in any capacity, even without having to specify the reason and without being required to pay a compensation for any charges incurred by the Supplier as a consequence of the above-mentioned decision. The Supplier is liable to the Buyer for any damages caused (even by partners in any capacity and by any subcontractors) during or on the occasion of the contract performance, as well as for any defect, flaw, error or failure to comply with applicable regulations within the scope of the contract performance, or for the defectiveness of any provided/used equipment.

To this purpose, the Supplier undertakes to have in place, throughout the duration of the Order, a third-party liability insurance policy (RCT), as well as an employer's liability policy, each having a limit of liability of at least € 1,000,000 (one million/00) per claim. The Buyer shall have the right to request that the Supplier provide the insurance certificate and a copy of the receipt proving the payment of the premium and of the subsequent renewals.

It is understood that the insurance covers do not exclude or limit the direct liability of the Supplier, who will be directly responsible for the full satisfaction of the claims on credit of the Buyer and of any third parties, and the Buyer reserves the right to request different or supplementary insurance covers according to the type of activity to be performed.

The Service provision dates and duration are specified in the Order and are based on the Buyer's needs. The Supplier, therefore, undertakes to observe the dates in question and to inform the Buyer of any delay. The Buyer shall notify the Supplier of the reference person who shall verify that Services are properly provided, and shall certify it, thus issuing the consent to proceed with the invoicing of the agreed remuneration, unless otherwise specified in the Order.

Even by way of derogation from articles 1665 and 1666 of the Italian c.c., the reception, the use and/or the payment of the provided Services (or of individual steps thereof) do not imply that they have been accepted. Should the Services fail to be accepted, the Supplier shall be required to provide additional Services or to carry out the changes required to ensure that the Services are compliant with the Order; all the relevant expenses and charges shall be entirely paid by the Supplier. In any case, the Buyer shall have the right to claim compensation for any incurred damages, as well as the contract termination. The Buyer shall also have the right to obtain the Services to be supplied elsewhere; any higher price shall be borne by the Supplier.

### **3 WARRANTY.**

The Supplier guarantees that, irrespective of the verification carried out by the Buyer, the Services shall be provided by the Supplier in accordance with the highest standards, with diligence, professionalism and skill, through its own personnel, solely subject to the managerial power of the Supplier, and independently, except for the necessary coordination with the Buyer. The Supplier shall remain the sole entity liable in respect of the Buyer even if the defects arise from activities carried out by third parties on behalf of the Supplier. Even by way of derogation from the provisions contained in articles 1495, 1497, 1511, 1512 and 1667 of the Italian Civil Code, where applicable, the deadline for claim is expressly agreed within 90 days of the date on which the defects are identified by the Buyer.

With no prejudice to the above, the Supplier undertakes to eliminate - at no cost to the Buyer - any flaw or non-conformity of the provided services, carrying out all the required works and performances, even at the Buyer's premises.

The Parties expressly agree that the Buyer shall have the right to suspend payments until the Services have been made compliant with the technical and functional specifications set out in the Order and/or the flaws/defects have been eliminated.

The guarantee on the provided Service shall come into effect on the dates specified in the Order, as provided for in article 2 above, and shall have a conventional duration of 24 months, even in case the invoices issued for the Services have already been paid.

The Services related to the replacement or repair tasks, or the related parts being replaced or repaired, will be guaranteed by the Supplier for a further period of 12 months starting from the date of signature of the acceptance document drawn up after the replacement or repair. In the event of non-compliance with the obligations of this Article 3, the Buyer shall have the right to terminate the Order to which the non-compliance relates, pursuant to and in accordance with article 1456 of the Italian Civil Code, to request the reimbursement of any payments made and to the compensation of any damages suffered.

### **4 CONSIDERATION AND INVOICING.**

The Consideration for the Services is that indicated from time to time in each Order.

Unless otherwise specified in the Order, the Consideration is fixed and invariable and includes and rewards all obligations, costs, and charges provided by the Order for the supply of the Services.

Invoices must always indicate the number and date of the Order to which the individual invoice refers.

It is understood that in the event of Supplier's default in fulfilling the obligations arising from these General Terms and/or individual Orders, the Buyer may suspend outstanding payments related to earlier services, even if not related to the current Order, as guarantee against the possible consequences of the Supplier's default.

### **5 TERMS OF PAYMENT.**

Payment of the Consideration will be made, unless otherwise specified on the Order, by bank transfer, according to the terms indicated in the Order, to the IBAN coordinates of the Supplier.

In the event that payment is not made within the time limit indicated above or established by the relevant Order, in express derogation from the provisions of Legislative Decree 231/2002, interest shall take effect on a legal basis, in accordance with article 1284 of the Italian Civil Code, starting from the expiry of the fifteen OTIS Group General Terms of Purchase of Services — Rev. November

days following the receipt of the letter of formal notice, sent by the Supplier by registered letter with proof of receipt.

Invoices will be paid within 120 days of the end of the month of the invoice date, and must be paid in the manner indicated in the Order.

#### **6 OFFSET.**

The Buyer shall have the right to offset any sum due to the Supplier by the Buyer on the basis of an Order with any credit or claim that the Buyer has in relation to the Supplier.

#### **7 BUYER'S PROPERTY.**

Any tool, drawing, or other material that may be provided by the Buyer to the Supplier or produced by the Supplier on behalf of the Buyer for the provision of any Services specified in an Order or for which Buyer has paid a consideration shall remain the sole property of the Buyer.

The Supplier therefore shall not limit in any way this right of ownership through the creation of charges, liens, privileges, or otherwise. Upon termination of the relationship between the Parties or execution of the Order, and in any event upon Buyer's request, the Supplier shall return such goods to the Buyer under the same original conditions in which it received them, subject to reasonable wear due to the activity carried out. The Buyer shall have the right, upon prior notice to be sent to the Supplier's premises, to inspect the condition of the goods owned by the Buyer.

#### **8 INTELLECTUAL PROPERTY RIGHTS.**

The Supplier guarantees that in providing the Services it shall not infringe any intellectual property rights of third parties (such as, without limitation, know-how, patents, licenses, pre-use rights, etc.), thus ensuring the safe and undisturbed use of the provided Services.

The Supplier agrees not to use the name, trade names or marks of the Buyer without prior written consent. Should the provision of the Services require any Buyer's drawings to be used, the Supplier undertakes not to disclose the drawings in question to any third parties, and in any case not to use them except for the execution of the supply.

The Supplier shall indemnify and hold harmless the Buyer, even with reference to legal expenses, from any claim of third parties in relation to alleged infringement of intellectual and/or industrial property rights related to the provision of the Services and, where required, it will provide the Buyer with the widest support and collaboration in relation to the claims that third parties may make in this respect.

#### **9 SUPPLIER PERSONNEL.**

The Supplier declares that it is equipped with an autonomous organization, to carry out activities managing them at its own risk, and to have the personnel and the means necessary for the supply of the Services. These General Terms and any Orders may not be construed as constituting any relationship between the Parties other than the supply relationship; therefore, without limitation, the following relationships are excluded: joint ventures, de facto companies, trustee, mandate, agency, employment, subcontracting.

The Supplier also undertakes to carry out the activities within the scope of the Orders using its own employees and collaborators with whom it has entered into suitable employment and/or collaboration agreements in full compliance with the current legislation. In relation to such personnel, the Supplier shall exercise its organizational and managerial power continuously and exclusively.

The Supplier undertakes to provide to its personnel the economic, remuneration, regulatory and social security treatments with a level not lower than that provided for in the applicable Laws, Regulations, or Industry Agreements. All obligations relating to the following items shall remain at its sole expense, as provided for by the current laws: payment of social security contributions, tax withholding, insurance against accidents at work and any damages caused to third parties, as well as any other charges arising from the non-compliance with laws and/or administrative provisions. The Supplier undertakes to document such fulfillments to the Buyer where requested by the Buyer.

With no prejudice to the Buyer's right to terminate the contract, the Supplier - hereby waiving its right to claim any interest or compensation, or to raise any objection for any failure to receive a payment within the set terms - agrees that the Buyer has the right to suspend the payments in case the Supplier should fail to fulfil any of the salary, tax, social security, insurance and/or safety obligations concerning its personnel in charge of providing the Services being the subject-matter of the order.

In any event, the Supplier shall indemnify and hold harmless the Buyer, before all authorities, even after the termination of the individual Orders for any reason arising in connection with any claim (including any legal costs and any amounts due in respect of interest, sanctions or compensation) that may be submitted in court or out of court by the staff and collaborators in any way used by the Supplier and/or any subcontractor, by the social security agencies, by the tax authorities or any third party in relation to the execution of the OTIS Group General Terms of Purchase of Services — Rev. November

contractual services and in relation to the compliance with, or non-compliance with, the regulations referred to in this article.

In application of Law 977/1967 (as amended), national collective agreements, ILO Convention No. 138 of 1973, ILO Convention No. 182 of 1999, as well as other national, Community, and international regulations prohibiting child labour, the Buyer prohibits the use of child labour to its Suppliers. Only apprenticeships, traineeships, or similar forms of underage person education programs, where provided for by law, are permitted. The term "underage person" refers to any person who is under the age of 16 or, in any case, is less than the age for which school education is mandatory or is less than the age for which child labour is permitted. The Supplier, having acknowledged and aware that the Buyer does not purchase Services or services from Suppliers using child labour, declares and confirms that it, its operating companies, divisions and companies controlled by the same and/or related to the same, both in Italy and abroad, do not employ and will never employ child labour for the supply of Services or services.

If the Supplier fails to comply with the provisions of this article, all outstanding Orders and these General Terms shall be deemed to be terminated by law pursuant to art. 1456 of the Italian Civil Code, by sending a simple written communication to the Supplier.

### 10 ADDITIONAL OBLIGATIONS OF THE SUPPLIER - ETHICS

The Supplier undertakes to adopt the "Code of Conduct for OTIS Suppliers - Safety-Ethics-Quality", available on the website <https://www.otis.com/it/it/>, in the "Our Company" section, or anyway a similar code that meets the same requirements, appropriate to its business of reference, provides for the compliance with applicable laws and regulations and includes guidelines for maintaining a safe, healthy working environment, attentive to the protection of the environment and the reduction of waste, emissions and energy consumption, prohibits any involvement in illegal acts (e.g. facilitation, offers of bribes or payments of bribes) and complies with the laws prohibiting collusion, conflicts of interest, corruption and unfair competition. The Supplier also undertakes to promptly and accurately record in its books and logs all the transactions and expenses related to the services provided to the Buyer.

The Supplier, upon reasonable notice, authorizes the Buyer and/or its authorized representatives, to enter its operating/registered premises, and to access the accounting books and staff registers and the related documentation (with right of inspection and reproduction) in order to enable the Supplier to assess and verify compliance with the obligations of these General Terms and with each Order and with the commercial practices applicable to the scope of the same Orders. In addition to the provisions of the following paragraph, the Supplier's failure to cooperate or refuse to cooperate in any audit or investigation by the Buyer to verify compliance with this article will determine the possibility of suspension of payments by the Buyer.

If the Supplier fails to comply with the provisions of this article, all outstanding Orders and these General Terms shall be deemed to be terminated by law pursuant to art. 1456 of the Italian Civil Code, by sending a simple written communication to the Supplier.

### 11 ENVIRONMENT, HEALTH AND SAFETY (EHS) OBLIGATIONS

If the tasks being the subject-matter of the Order are performed at the Buyer's premises, the Supplier undertakes to observe the environment, health and safety regulations in force (including, but not limited to, L.D. 81/2008, as subsequently amended and integrated), with particular attention to the preliminary notices and documents required for the cooperation and coordination activities, as well as the directives provided by the Buyer in compliance with the OTIS Standard GS110.

For the provision of the Services that fall within the scope of art. 26 of L.D. no. 81/2008, the Supplier undertakes to:

- A)** inspect in advance the locations where the Services shall be provided, in order to assess any risks, and take note of the safety measures implemented by the Buyer, taking care of their application;
- B)** provide to the Buyer the documents required to verify its technical and professional competence;
- C)** ensure the cooperation and coordination, to eliminate or reduce any identified risk of interference, setting out – in agreement with the Buyer – any safety measures and defining the relevant costs;
- D)** inform all the personnel members concerned of any risks existing in the environment where they shall operate and of the enforced procedures and provisions, providing them with the necessary protective equipment pursuant to the regulations in force at the time, overseeing and controlling them, and preferring - in the definition of the work procedures and in the choice of the equipment and materials - those that imply the least risk for people, even in terms of "interferences";
- E)** notify the Buyer, both following specific audits and at any time during the provision of the Services, of any information, irrespective of how it was learned, that may be relevant for the application of the above-mentioned provisions and obligations;

Should any applicable law require a Single Document on risk assessment to be drawn up, the Supplier is also required to: **A)** inform the Buyer, by adding the relevant information to the D.U.V.R.I., - of (i) any specific risks associated with its activity that can be of any relevance to the Buyer's employees and/or to any third parties, of (ii) any hazardous situation it detected, as well as of (iii) any information required to eliminate the risks due to the "interferences"; **B)** sign the DUVRI drawn up by the Buyer, undertaking to observe the provisions contained therein.

Should the pre-requisites for the application of Title IV of L.D. no. 81/2008 be met, the Supplier undertakes to coordinate with the Buyer for the fulfilment of all the obligations provided for by the law, with particular reference to the submission of the Operational Safety Plan on the Supplier's activities.

In any case, the Supplier shall indemnify and hold harmless the Buyer from and against any damage or claim by third parties arising from the risks specific to its activity (including the activity of any subcontractors) or from any failure to comply with the above provisions by itself or by its subcontractors.

The Supplier also expressly guarantees to operate in a manner fully in accordance with the laws concerning the environment, ecology, and waste management, committing itself – where requested by the Buyer – to document such fulfilment at all times.

The Supplier undertakes, in compliance with the regulations in force at the time, to remove and/or dispose of any waste material generated by it within the context of the Service provision (even during the warranty period or during a maintenance service), indemnifying and holding harmless the Buyer from and against any related claims.

If the Supplier fails to comply with the provisions of this article, all outstanding Orders and these General Terms shall be deemed to be terminated by law pursuant to art. 1456 of the Italian Civil Code, by sending a simple written communication to the Supplier.

## **12 PROHIBITION OF TRANSFER OF ORDER AND CREDITS.**

The Supplier shall not transfer nor subcontract to third parties, in whole or in part, the Orders and/or the rights and/or obligations arising therefrom, without first obtaining a written authorisation from the Buyer. It is forbidden for the Supplier to grant power of attorney for collection and to transfer the credits related to Orders; therefore, such actions are in any case devoid of effectiveness with respect to the Buyer.

Pursuant to and in accordance with article 1406 of the Italian Civil Code, the Supplier gives its prior consent to the transfer of the Order to third parties, in whole or in part, by the Buyer to companies of its Group.

## **13 TERMINATION.**

Without prejudice to the specific cases of termination indicated elsewhere in these General Terms and in any case to the right to compensation for damages, the Buyer may terminate according to law all outstanding Orders in addition to these General Terms, pursuant to and in accordance with article 1456 of the Italian Civil Code, by simple written communication, if the Supplier does not correctly fulfil even only one of the obligations relating to:

- ( i ) compliance of the Services with the relevant technical and/or functional specifications;
- ( ii ) delivery of the Services within the time limit set in the Order;
- ( iii ) provision of the insurance policies provided for by art. 2;
- ( iv ) warranty pursuant to art. 3
- ( v ) Buyer's property rights under Article 7;
- ( vi ) intellectual or industrial property rights of the Buyer or third parties and related indemnification under article 8;
- ( vii ) compliance with the provisions referred to in article 10 concerning Audit;
- ( viii ) compliance with health, safety and environmental standards;
- ( ix ) prohibition of transfer of Order and/or credits;
- ( x ) confidentiality obligations under article 15;

- ( x i ) compliance with the provisions contained in the Legislative Decree no. 231/01, in the OTIS New Code of Ethics and Code of Conduct for OTIS suppliers;
- ( x i i ) the obligations of traceability of financial flows pursuant to article 23;
- ( x i i i ) not to be in a state of insolvency, bankruptcy nor to initiate an insolvency procedure.

In addition to the above cases, the Buyer may terminate the agreement, pursuant to and in accordance with article 1456 of the Italian Civil Code, by simple written communication, in case the Supplier cannot carry out his services and/or his business or is legally incapacitated in the relationships with any Public Administration and/or Public Body, further to a deed, legal order of any kind (administrative, criminal or civil, as a mere non-exhaustive example, the legal incapacitation, the inclusion in black lists, restrictions of movement in the country, withdrawal of professional qualifications, loss of integrity requirements such as the suspension from the executive offices of legal persons and undertakings, etc.) issued by any authority, court, law-court of any order and instance, even not final.

In any case, the right of the Buyer to terminate the Orders, pursuant to article 1454 of the Italian Civil Code, due to any failure of the Supplier after sending, by means of registered letter with proof of receipt, formal notice to fulfil within 15 days, if the contested default has not been remedied within the said time limit.

Upon termination, for any reason, of this Agreement, the Supplier shall return to the Buyer all material and anything else made available by the Buyer for the performance of the activities within the scope of the Order and remove from the Buyer's sites all the materials of the Supplier. In the event of termination under this Article, the Buyer shall be relieved of the obligation to make further payments to the Supplier, and shall be entitled to request from the Supplier a compensation for all damages arising from the Order termination.

#### **14 WITHDRAWAL.**

The Buyer may also freely withdraw from the Orders, at any time by means of communication to be sent by registered letter with proof of receipt advanced by fax or by PEC, and with effect on the 15th day after receipt of such communication by PEC or by fax, notwithstanding the obligation of the Buyer to pay to the Supplier the amount accrued for the Services actually supplied up to the date of withdrawal, with the express exclusion of the lost profits and the expenses incurred.

#### **15 CONFIDENTIALITY.**

Any information concerning the Buyer, its business, its products and its customers, which the Supplier may come to know when fulfilling these General Terms and the Orders, shall be deemed confidential information. The Supplier shall therefore use such information only in connection with the fulfilment of these General Terms and of the Orders and to the extent strictly necessary for this purpose, and shall not disclose it in any way or in any form, nor shall it copy or reproduce it, without the prior written consent of the Buyer. The Supplier shall protect the confidentiality of the Buyer's information with the same care as it protects the confidentiality of its confidential information. All information made available by the Buyer during the fulfilment of this agreement, including any copies thereof, shall be returned or destroyed by the Supplier upon the occurrence of the first of the following events:

- the completion of the provisions of the Orders;
- at any time, at the request of the Buyer;
- at the termination, for any cause, of the relationship between the Parties.

The Supplier undertakes to enforce its employees' obligations arising out of this article. The provisions of this Article shall have continuing effect for five years from the termination of the individual Orders for any reason.

#### **16 PROCESSING OF PERSONAL DATA**

Pursuant to and in accordance with the purposes of the "Personal Data Protection Code" and of the European Regulation 2016/679 EU "GDPR", the Buyer informs the Supplier that the processing of personal data relating to it, and possibly related to its employees and collaborators, that the Buyer may request on the occasion of the stipulation of this agreement and may process in the context of its fulfilment, collected from the Buyer or from third parties, shall be carried out in compliance with the law for the protection of personal data.

"Personal data" is all the information that can be used to directly or indirectly identify a data subject.

The purposes of the personal data processing are the performance of the pre-contractual measures and the fulfilment of the obligations arising from the contract concluded with the Supplier, like: administration; management of orders, of invoices and of any disputes; fulfilment of the obligations arising from the contract, including, but not limited to, the compliance with the regulations on social security and welfare, taxes, health protection and accident prevention; fulfilment of obligations provided for by laws; verification and control of corporate databases.

Personal data processing is mandatory and required for the contract to be properly performed. Any refusal to provide the data, or part thereof, for this purpose shall result in the inability for the Data Controller to OTIS Group General Terms of Purchase of Services — Rev. November

perform the Contract.

Data processing takes place by means of manual processing or electronic tools or, in any case, automated, computerized and telematic tools, with logics closely correlated to the above mentioned purposes and, in any case, in order to guarantee the security and the confidentiality of the data.

The Buyer may communicate the personal data to other parties who may obtain the data, as processors, as well as to the companies of the OTIS Group and to the other companies that the Buyer uses, for reasons of a technical and organizational nature. In particular, the data may be communicated and transferred to: Public Bodies or Offices or Public Administrations, as provided for by the applicable laws; companies that carry out consultancy and auditing tasks on behalf of the Buyer; companies that provide billing services with the electronic modalities provided by law; banks and credit institutions for payment operations; insurance companies (for the above mentioned transactions); legal advisers and other professionals, for the recovery of credits, legal activities, disputes; companies and/or entities belonging to the OTIS Group, also located abroad (both in countries belonging to and not belonging to the European Union) and in particular in the United States; customers for the purposes related to the performance of the Buyer's contracts.

The Data Controller is the Buyer.

The Supplier and its employees/partner have the right, at any time, to: (I) obtain confirmation as to whether or not personal data concerning him or her are being processed; (II) be informed of the purposes of the processing, of the methods adopted, of the recipients to whom the personal data have been or will be disclosed, and of the envisaged period for which the personal data will be stored; (III) obtain the rectification or erasure of personal data, and where applicable the restriction of processing; (IV) object to the processing; (V) where applicable, receive the personal data concerning him or her, which he or she has provided to the Data Controller, in a structured, commonly used and machine-readable format and transmit those data to another controller without hindrance from the Data Controller; (VI) lodge a complaint with the Data Protection Authority.

The above rights can be exercised at any time, by a simple request to the Data Controller, sent by email to the address [privacy@otis.com](mailto:privacy@otis.com)

The data will be kept for the period necessary for the performance of the contractual obligations and for the limitation period provided for by the applicable regulations.

By signing this contract, the Supplier:

(i) guarantees it shall fulfil all the obligations arising from the regulations on personal data protection (Privacy) in force, with reference to the personal data of the Buyer and of any third parties processed by it within the scope of the performance of this Agreement.

(ii) undertakes to inform of this privacy notice its employees and partners involved in the performance of this contract whose personal data is processed by the Buyer.

Should the Supplier process any personal data on behalf of the Buyer, the latter shall take care to formally appoint the Supplier as Data Processor pursuant to art. 28 of the GDPR.

## **17 DOCUMENT PRECEDENCE.**

In case of dispute or disagreement between the provisions of the Order, the General Terms, the annexes thereto and the possible offer of the Supplier accepted by the Buyer, for the purposes of the regulation of the contractual relationship, the order of precedence shall be as follows: (I) Order; (ii) these General Terms; (iii) any annexes to the General Terms; (iv) Supplier's offer accepted by the Buyer.

Any changes to the General Terms must be made in writing. No other contractual documents of the Supplier shall be applicable, even though they have not been explicitly rejected by the Buyer.

## **18 GOVERNING LAW AND PLACE OF JURISDICTION.**

These General Terms and the relevant Orders are governed by the Italian law. Any dispute that may arise between the Parties in relation to the General Terms and/or the Orders, including those concerning the validity, interpretation, effectiveness, performance and termination, shall be the exclusive competence of the Court of Milan.

## **19 REGISTRATIONS.**

For the purposes of registration, the Parties declare that this Agreement covers transactions subject to VAT, carried out in the context of business operations. Registration is therefore required only in the case of use and with payment of the fixed registration tax.

## 20 COMMUNICATIONS.

Any communication between the parties relating to this relationship, in order to be fully opposable by the other party, shall be made in writing only at the following addresses:

For the Buyer: Via Roma, 108, 20060 Cassina de' Pecchi (MI) — Attention of Purchasing Department PEC: [supplychain@pec.italy.otis.com](mailto:supplychain@pec.italy.otis.com)

For the Supplier: Address stated in the Order.

And to the e-mail addresses from time to time expressly communicated.

## 21 ORDERS.

Orders placed by Buyer shall be deemed to be autonomous agreements governed by these General Terms. Orders may be sent to the Supplier, at the Buyer's discretion, by registered letter with proof of receipt (hereinafter "Postal Orders"), or by electronic mail ("Electronic Orders") or by fax ("Fax Orders").

Orders placed in the above manner are considered to be received by the Supplier on the date of the relevant acknowledgement of transmission and will be considered fully valid and accepted by the Supplier, in all their provisions, on the beginning of their correct execution, or in any case if, within 5 working days of their dispatch to the Buyer, no written communication of refusal is received by the Buyer's Purchasing Office, or within the same time, no communication by electronic mail, by fax or postal service that cancels or modifies the order previously received is sent by the Buyer to the Supplier.

In the event the Supplier requests changes and/or additions to the Order, the Buyer may:

- if the Buyer deems such requests acceptable, it issues a new Order that replaces and cancels the previous Order;
- otherwise, the Buyer may revoke the Order, without the Supplier being able to claim any indemnification, reimbursement of expenses, or compensation of any kind from the Supplier for failure to fulfil the agreement.

If the Buyer requests a confirmation message, to be sent to a specific postal address or e-mail address or fax number, indicating the explicit acceptance of the Order, the relevant Electronic Order, Fax Order or Postal Order, even if correctly received in the light of the provisions contained in the preceding paragraphs, shall not constitute a source of any obligation on the part of Buyer until the Supplier has sent the acceptance referred to in this paragraph.

The Parties agree to acknowledge that any Electronic Order (sent by e-mail), Fax Order, or Postal Order (also via PEC), which is correctly transmitted in accordance with this article, has the legal requirement of written form. The Parties undertake to recognize to it the value referred to in Article 2702 of the Italian Civil Code.

Orders placed under these General Terms shall be effective for the period of delivery indicated therein. The tacit renewal of the Order is excluded, even in case of possible continuation of the services by the Supplier beyond the period of delivery indicated in the Order. No supply in excess of the Orders will be accepted.

## 22 LEGISLATIVE DECREE 231/2001.

The Supplier undertakes to act in full respect and compliance with the laws and regulations in force, as well as with all the principles and provisions contained in the new OTIS Code of Ethics, in the Code of Conduct for OTIS suppliers and in the Model adopted by the Buyer.

The Buyer is sensitive to the need to ensure fair and transparent conditions in the conduct of business, in order to protect its position and image, the expectations of its shareholders and the work of its employees, and to this end has implemented an internal audit system suitable to prevent the commission of unlawful conduct by its directors, employees, representatives and business partners, adopting an Organisational, Management, and Control Model according to Legislative Decree 231/2001.

In particular, through the adoption of the Model, the Buyer aims to pursue the following main purposes:

- to establish, in all persons operating in the name and on behalf of the Buyer in business areas at risk, the awareness that they may incur, in the event of a breach of the provisions set out therein, in the commission of offences liable to criminal penalties imposed on them and in administrative penalties imposed on the company;
- to reiterate that such forms of unlawful conduct are strongly condemned by the Buyer, since the same (even in the case in which the company may apparently be in a condition of taking advantage of them) are in any case contrary, besides the provisions of law, also to the ethical principles, already included in the company procedures, to which the Buyer adheres in the fulfilment of the business;
- to allow the company, through monitoring of areas of activity at risk, to intervene in a timely manner to prevent or fight the commission of offences.



The Buyer acknowledges that compliance with the laws and regulations in force is an essential principle. In the light of the peculiarities of the Otis Group corporate business, the activities entailing the highest risks of commission of any of the offences provided for by Legislative Decree 231/2001 are:

a) relations with the Public Administration; b) corporate offences and money laundering; c) offences related to the breaches of Work Safety regulations.

The Supplier declares to be aware of the content of the Legislative Decree 231/01 and undertakes to refrain from any behaviour suitable to constitute offences referred to in the above Legislative Decree (regardless of the actual realization of the offence or its punishability).

It is understood that the Supplier shall be liable to the Buyer for all damages resulting from any such unlawful conduct.

### **23 OBLIGATIONS OF FINANCIAL FLOW TRACEABILITY.**

The Parties declare that they are aware of and undertake to comply with all the obligations of traceability of financial flows as set out in Law No 136 of 13 of August 2010 as amended.

In particular, if a particular Order originates from a public order subject to the obligations of traceability, the Buyer shall communicate to the Supplier the identifying elements of the Public Buyer and of the related agreement, together with the reference CIG or CUP (unique project code), where existing according to law.

The Supplier undertakes to include in the agreements with its subcontractors obligations similar to those referred to in this contractual clause and in any case to enforce the provisions of article 3 of law 136/2010.

In the event of failure by the Supplier to comply with the obligations of this clause and more generally with those of traceability of financial flows under Law 136/2010, the Buyer shall have the right to automatically and according to law terminate this contract in accordance with and for the effects of article 1456 of the Italian Civil Code and article 3 subsection 9 bis of law 136/2010, without prejudice to the right to compensation for any damage, including loss of profit.

In the event of a breach by the Supplier of the obligations relating to the traceability of financial flows referred to in article 3 of law 136/2010, the Buyer shall provide, in accordance with article 3 subsection 8 of law 136/2010, to the contextual information to the Public Buyer and to the prefecture-territorial office of the competent Government. In the event of breach of the same obligations by the subcontracting parties of the Supplier, the latter undertakes to provide similar information to the Public Buyer

### **24 FINAL CLAUSES.**

These General Terms shall void and supersede any prior oral or written understanding between the Parties relating to their subject matter.

Where one or more of the provisions of these General Terms and/or Orders are deemed void, cancellable, or invalid by the competent Judicial Authority, in no event shall such voidness, cancellability, or invalidity affect any other provision of the General Terms, and the aforesaid void, cancellable, or invalid clauses shall be construed as being modified to the extent and in the sense necessary for the competent Judicial Authority to consider them to be perfectly valid and effective. In no event shall the non-exercise of a right arising from these General Terms or its Orders, or the tolerance to a breach thereof, be construed as a waiver or implied modification of the provisions or remedies provided by it.

Place, date

The Supplier

  

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The Supplier, having carefully read the foregoing, declares that it expressly accepts, pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the following Articles of this Agreement: 1 (Scope of the Supply); 2 (Service Provision); 3 (Warranty); 5 (Terms of Payment); 6 (Offset); 7 (Buyer's Property); 8 (Intellectual Property Rights); 9 (Supplier Personnel); 10 (Additional Obligations of the Supplier); OTIS Group General Terms of Purchase of Services – Rev. November

11 (Obligations of the Parties in Relation to Safety and the Environment); 12 (Prohibition of Transfer of Order and/or Credits); 13 (Termination); 14 (Withdrawal); 18 (Governing Law and Place of Jurisdiction); 21 (Orders)

Place, date  
The Supplier

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