

UNIFLAIR S.P.A. - STANDARD TERMS AND CONDITIONS FOR SOLUTIONS (Ed. April 2022)

Art. 1 SCOPE OF THE STANDARD TERMS AND CONDITIONS FOR SOLUTIONS.

1.1 These terms and conditions of contract (hereinafter referred to as "**General Conditions**") shall apply to any contract (hereinafter referred to as "**Contract**") entered into in order to rule the performance of the works, as detailed in the Contract Documents (hereinafter referred to as "**Works**"), by and between Uniflair S.p.A., a company belonging to the Schneider Electric group of companies, (hereinafter referred to as "**Contractor**" or "**Uniflair**") and the counterparty (hereinafter referred to as "**Owner**"). The Owner and the Contractor may be hereinafter referred to also, collectively, as "**Parties**" and, individually, as "**Party**".

1.2 The T&C shall form integral part of the offer sent by the Contractor to the Owner (hereinafter referred to as the "**Offer**"), as well as the related contract entered by and between the Parties.

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

Art. 2 CONTRACTUAL DOCUMENTS

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

- a) Contract, based on the Contractor's Offer;
- b) specifications and special rules / regulations, time schedule (herein referred as "**Time Schedule**") ;
- c) these T&C.

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

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

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

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

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

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

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

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

Art. 3 INDEPENDENT CONTRACTOR

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

3.2 Under the Contract, the Contractor:

- undertakes the obligation to perform the Works, in accordance with the provisions of the Contract;
- represents that it has available, directly or indirectly, of the resources, including financial resources, and the organization structure necessary to perform the Works;
- undertakes to coordinate, where necessary, its own operations with those conducted by the Owner, on the basis of the information provided by the Owner;
- undertakes to inform the Owner of any fact and/or circumstance that could affect the execution of the Works in accordance with the time schedule stated under the Contract Documents.

Art. 4 TECHNICAL REQUIREMENTS

4.1 Contractor shall perform the Works in compliance with the Contract Documents; the Contractor shall therefore inform itself as to the technical requirements applicable to the Works.

4.2 Owner represents and warrants that it has provided the Contractor with all the requirements, specifications, standards, codes, data sheets and drawings (hereinafter referred to as "**Data**") to which the Works shall conform.

4.3 Owner recognizes and confirms that, in performing the Works, Contractor may rely upon such Data without any independent investigation or appraisal to verify their accuracy or completeness. Owner represents and warrants that all such Data provided by Owner are true and accurate in all material respects.

If during the execution of the Works, Contractor finds any errors, inaccuracies, defects and non-compliance in the Data, Contractor shall be entitled to obtain the integration and / or the correction of such Data, at Owner's sole costs, together with appropriate modifications, additions and adjustments to the provisions under the Contract Documents on which such errors, inaccuracies, defects and non-compliance may have an impact, including without limitation, those ruling the prices and time schedule for the completion of the Works.

Art. 5 CONTRACTOR'S OBLIGATIONS

5.1 Contractor warrants that the Works shall be executed in compliance with mandatory provisions of the applicable laws and regulations and, in particular, with the applicable Italian labour laws and regulations. Accordingly, Contractor undertakes:

- to pay to its employees the relevant wages, in an amount no lower than the minimum established under the provisions of the collective bargaining agreements in force, that are applicable to their trade/position;
- to fulfill, at its own costs and risk, all obligations relating to mandatory labour insurances and social security contributions.

5.2 Should the Works be carried out, even just in part, in premises occupied by the Owner, the Contractor's personnel shall abide by all the rules therein in force, provided that (i) such rules shall be communicated in writing by Owner to Contractor before the activities' starting date and (ii) such rules shall be reasonable and in full compliance with the applicable laws and regulations..

Art. 6 OWNER'S OBLIGATIONS

Without prejudice to the Owner's obligations defined by other provisions under the Contract Documents, the Owner undertakes the following further obligations.

- a) Owner shall promptly inform the Contractor about all laws, regulations, rules and/or instructions applicable to the performance of the Works and provide the correct references in such regard.
- b) Owner hereby expressly acknowledges that, for the purpose of the proper performance of the Contractor's obligation under the Contract Documents, the Owner's cooperation with the Contractor is essential. Accordingly, Owner undertakes to give all the reasonable cooperation that the Contractor may require during the performance of its activity under the Contract Documents.
- c) Owner shall appoint a person in charge of Contract, duly empowered to take any decision relevant to the management of the Contract and duly empowered to represent the Owner, assuring that, during the execution of the Contract, all the Owner's decisions shall be timely

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taken, in order to enable the Contractor to comply with the Time Schedule;

d) Owner shall give any required approval, decision and validation, within the terms and under the conditions set forth in the Contract Documents; In case the Contract Documents don't state a specific timeframe, such approval, decision and validation shall be given by Owner within a reasonable time, which in any case shall not be longer than seven (7) calendar days. In the event that, within the abovementioned periods, Owner does not either issue the required approval/decision/validation or communicate the motivated reasons for the refusal to issue the required approval/decision/validation, such approval/decision/validation shall be deemed as finally and irrevocably issued.

e) Owner shall timely provide all information and all engineering/design documents, that shall not form part of the Works and that are considered useful or necessary for the execution of the Works, unless the Contract Documents expressly and clearly state that such information and documents shall be obtained by the Contractor;

f) Owner shall give Notice to Contractor of all faults found during the performance of the Works, allowing the Contractor to perform any necessary remedial action. In addition, the Owner shall give Notice to Contractor of any fact and/or circumstance that could affect the proper execution of the Works.

g) Owner shall ensure coordination between Contractor and those other contractors or suppliers whose operations could condition the performance of the Works;

h) Owner shall promptly give written notice to Contractor about all information, report, news which may have an impact on the safety of the personnel and the prevention of accidents during the performance of the Works;

i) if so required by the Contractor, Owner shall attend the performance of the Works and/or provide the required assistance.

Art. 7 SUB-CONTRACTING

Contractor shall be entitled to sub-contract any portion of the Works, without any approval of the Owner.

In the event that the Contract is qualified as subcontracting in the context of a public contract, the Owner is obliged to give written notice thereof to Contractor and the Owner shall obtain the required permissions, indemnifying, defending, protecting and holding the Contractor harmless from any and all costs, expenses, liability, fines and penalty in relation thereof.

Art. 8 INSURANCE

8.1 In addition to all the insurance policies imposed by mandatory provisions under applicable laws the Contractor shall enter into insurance policies covering the third party and Product Liability, with adequate insurance coverage limits. Unless otherwise agreed in writing between the Parties, in no case the Contractor (i) will be required to provide a copy of its insurance policies, (ii) will be required to ensure that its insurers waive their rights of recourse, (iii) will be required to consider the Client or a designated third party as additional insured.

8.2 Said policies must be kept in force for the whole duration of the performance of the Works, including the final inspection stage and until final hand-over.

Art. 9 THE CONTRACTOR'S REPRESENTATIVE(S)

9.1 Within a reasonable time after the activities' starting date, Contractor – if it deems so appropriate- shall appoint a representative charged with acting as interface with the Owner in dealing with all matters connected with the performance of the Contract.

9.2 The Contractor shall act in the performance of Works with full management and organizational autonomy in relation to its employees and / or collaborators, the means to be used and the activities to be performed, being excluded any power to interference by the Owner in the performance of Works, including any interference on staff and assets of the Contractor and on the Contractor's suppliers and subcontractors.

9.3 Within fifteen (15) calendar days from the date of the beginning of the effectiveness of the Contract, the Owner shall appoint: (i) a

representative of the Contract (hereinafter referred to as "the **Contract Representative**"), pursuant to Article 6; (ii) a project manager (hereinafter referred to as " **Works Director**"), which will give instruction to Contractor, perform controls, resolve issues, in accordance with the Contract Documents, being understood that the Work Director shall represent the Owner only with regard to purely technical issues; (iii) a safety coordinator (hereinafter "**Safety Coordinator**"), which shall coordinate the implementation of the measures relating to safety and accident prevention for all activities taking place on the Site.

Immediately following the appointment of the Contract Representative, the Works Director and Safety Coordinator, the Customer will have to give notice in writing to the Contractor.

Art. 10 CHANGES

10.1 Any change or amendment – of any value whatsoever - to the provisions of the Contract Documents or to the Works (which may include additions, omissions, substitutions, and changes in quality, form, character, kind, position or dimension of the Works), shall be agreed upon in writing between the Parties.

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

(i) give written notice thereof to Owner, providing reasonable evidence and providing estimates, based on prices consistent with those applied under the Contract, and

(ii) be entitled to appropriate adjustments, changes, additions to the provisions of the Contract Documents, and

(iii) be entitled to change the Total Contract Price, if congruent under paragraph (i) and lower than its half.

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

10.3 The Owner shall be obliged to rapidly assess the variations and to promptly give the relevant formal acceptance in a manner and at a time that shall not affect the fulfillment of contract obligations by the Contractor, and shall not determine whatsoever incidental costs for Contractor.

10.4 Contractor shall be required to notify the Owner any delays due to the implementation of changes. The Owner's approval of any change shall imply its automatic approval of extensions to established delivery terms, for a period corresponding to the delay indicated by the Contractor.

10.5 At any time and without the Owner's approval, the Contractor shall be entitled to modify the procedures, technologies used for the performance of Works, the size, shape, color, the quantity and/or the quality of the products, materials and the goods to be used for the performance of the Works, provided that such modifications shall not materially affect the features of the Works as defined under the Contract Documents.

Art. 10bis SPECIAL CIRCUMSTANCES

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

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

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

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

Art. 11 COMPLETION, CONTROLS/INSPECTIONS - SUSPENSION – LIQUIDATED DAMAGES COMPLETION, CONTROLS/INSPECTIONS

11.1 Within the terms and under the conditions established in the Contract Documents, the Parties shall proceed with the drafting of: (i) Works progress reports, (ii) Works completion reports, and (iii) control and inspection reports.

All such reports shall be drafted in a prompt and efficient manner, with the agreement of both Parties; each Party shall appoint its own qualified representative in order to conduct the required verification processes in good faith and in a diligent manner. In case any report contains reservations and/or faults to be rectified, the outcome of the verification processes shall not be deemed as automatically negative, unless it is so clearly and expressly stated in that report that inspections or tests of the work under verification has failed.

If Owner, without reasonable grounds, fails or refuses to attend the inspection or test pursuant to the timesheet defined in the Contract Documents or - if no timesheet is stated therein - according to the conditions and timelines communicated from time to time by the Contractor, the Contractor shall be deemed as automatically authorized to carry out the planned inspection/test without the Owner, the relevant reports shall be deemed as successfully and irrevocably issued and the Contractor shall be entitled to issue the relevant invoice, with the waiver by Owner to claim any damage or arise any dispute on the performance and/or the results of such inspections and tests.

11.2 Unless otherwise specified in the Contract Documents, the costs incurred in connection with controls and inspections shall be borne by the Owner.

11.3 Delivery of the Works and the transfer of risks with regard to the Works shall occur pursuant to the terms and conditions established in the Contract Documents. Unless otherwise agreed in writing, portions of Works's deliveries (products, components, material goods, or similar things) are deemed to be made once they are made available to the carrier at the Contractor's premises/warehouse (FCA, ICC Incoterm in force on the date of the Contract), even if it is agreed that the price includes transport and/or the Contractor assumes the assembly on site.

Contractor shall notify Owner when any portion of the Works is ready to be handed over to Owner; should Owner is not ready to take over such portion at the date notified by Contractor, Contractor shall keep such portion under its own care and custody and, at its sole discretion, Contractor may proceed with the invoice of the amount relevant to the completion thereof; said custody shall be provided free of charge for the first seven (7) days, after which payment shall be due in accordance with the rates established in the Contract, or, if no rate is stated under the Contract, the reasonable rates established from time to time by the Contractor shall apply.

11.4 Works shall be approved by means of a final test, which shall be made in accordance with the terms and conditions stated under the Contract Documents or, if nothing is stated under the Contract Documents, in accordance with the conditions and timing to be communicated- from time to time- by the Contractor. If the Owner does

not attend the final test, the Contractor shall be considered automatically authorized to carry out the planned test without the Owner. The final test shall be deemed realized and therefore the Contractor shall be entitled to issue the relevant invoice, with the express waiver by the Owner to claim any damage or to arise any dispute on the performance and/or the results of such test.

In any case, Works shall be deemed approved by Owner either (i) if they are used or howsoever put into operation, even just in part or (ii) after seven (7) days of custody of Works (or any portion thereof) by Contractor as per Clause 11.3.

11.5 The ownership of the Works – excluding the softwares which ownership shall remain with the Contractor- shall be transferred to Owner upon full payment to Contractor of the Total Contract Price.

LIQUIDATED DAMAGES

11.6 If, as per any provision of the Contract Document, Contractor shall pay Liquidated Damages, such Liquidated Damages shall be the sole Owner's remedy and the sole Contractor's liability for any Contractor's breach covered by such Liquidated Damages and Owner shall waive any and all the rights to require the compensation for any further or additional damage.

Notwithstanding anything to the contrary, the maximum amount payable as liquidated damages shall be equal to the seven percent (7%) of the Total Contract Price.

SUSPENSION

11.7 In any case, the time schedule for the performance of the Contractor's obligations shall be suspended as a result of the failure by the Owner to fulfill of its contractual obligations, included- without limitation – in the following cases:

- If payments are not timely made by the Owner, pursuant to the Contract Documents;
- If the Owner does not timely provide the data necessary to perform the Works or does not give the approval of the drawings and executive schemes, where it is required;
- If the Owner does not timely provide any materials that, according to the provisions of the Contract Documents, the Owner shall provide to the Contractor, for the purpose of use incorporate them in the Works;
- If occurs Special Circumstances.

The suspension of the time schedule for the performance of the Contractor's obligations shall have a duration corresponding to the duration of the events that justify the abovementioned suspension, including the relevant effects.

In case of suspension of the time schedule for the performance of the Contractor's obligations, no damage and no consequence arising out of or in connection with the non compliance with such Schedule can be claimed or borne to Contractor, (including – without limitation- any liquidated damages. As a result of the suspension, the time schedule for the performance of the Contractor's obligation shall be automatically extended for a period equal to the period of suspension.

Art. 12 INTELLECTUAL PROPERTY

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

With reference to intellectual property rights and copyrights relating to and included in the Works, in accordance with applicable laws it shall be granted to the Owner the personal, non-transferable, non-sub licensable, and non-exclusive license to use such intellectual property

(Owner Signature)

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rights; Owner shall not use any of those rights and / or information received by the Contractor for purposes different from those strictly related to the normal operation and maintenance of the Works.

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

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

12.3 The Owner shall fully comply with the terms and conditions under the instructions, stated in the documentation made available, ruling the use of the Software, the products and the technology provided by the Contractor.

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

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

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

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

Art. 13 WARRANTIES

13.1 Contractor warrants that the Works shall be provided without any defect or error as per the provisions of the Contract Documents (hereinafter referred to as "**Errors**"), subject to the fact that the Works are kept/installed/used in accordance with: (i) the feature for which they were designed, and (ii) the operating conditions for which they were designed, and (iii) the terms and conditions stated in the technical specifications (the Contractor's warranty obligations in accordance with this provision are hereinafter referred to as "**Warranty**").

The expiry of the warranty period is defined under the Contract. In case in the Contract is not indicated any warranty period, the warranty obligations of the Contractor shall expiry twenty-four (24) months from the date of the handover of the Works.

Notwithstanding anything to the contrary, the Contractor's warranty obligations shall not apply to defects in the Works that are due to: (i) normal wear and tear; (ii) misuse or carelessness; (iii) Owner failure to observe Contractor operating instruction; (iv) operating conditions being different from those specified in the by Owner or those specified in the technical requirements; (v) modifications, additions, installations, variations, alterations, maintenance or repairs performed by the Owner or by any third party, (vi) accidental damage or force majeure (vii) interference or misalignment with products or software by Owner or any third party not parameterized / interfaced / provided by the Contractor.

13.2 If, during the warranty period any Error is proved, after written request of the Owner, the Contractor shall at its option and expense: (i) repair the Error, or (ii) replace the portion of the Works affected by

the Error, or (iii) return the portion of the Total Contract Price corresponding to the portion of the Works affected by the Error.

If the Contractor authorizes the return of the portion of the Works affected by Error, such return shall be made by applying the procedures established from time to time by the Contractor, and the aforementioned portion of the returned Works shall become the Contractor's property.

Any transfer to third parties of the Works, in whole or in part, does not determine in each case the transfer of the warranty.

13.3 If the Error affect any licensed software the warranty obligations of the Contractor shall consist, at Contractor's sole choice: (i) the replacement of the Software with an updated version, or (ii) by replacing the Software with another Software with equivalent functions, or (iii) with the return of the portion of the total Contract Price corresponding to the defective Software.

13.4 The Contractor's warranty obligation shall be only the ones stated under this Clause, any additional and / or other warranty are expressly excluded and, in particular: (i) the Contractor shall not provide any guarantee of the fit for purpose/ functionality, unless the same are expressly accepted in writing by the Contractor, (ii) the Contractor shall in no case be required to indemnify the Purchaser for logistics management costs, interventions at end-client site, loss profit, loss of revenue, loss of contract.

13.5 The Contractor's fulfillment of warranty obligations shall be subject to the Owner's compliance with its payment obligations under the Contract Documents.

13.6 All activities connected with repairs or replacements under warranty shall be performed, at Contractor's sole discretion, at either Contractor's workshops or at third party's workshops. The performance of any repair or replacement under warranty are, in the opinion of the Contractor, performed in accordance with a time frame and in the manners deemed appropriate and reasonable by Contractor, as per the availability and the circumstances of the case.

13.7 The parts that are replaced following a warranty claim shall continue to be the property of the Contractor and must be returned to same.

13.8 In no case the terms referred to in the second paragraph of article 1667 of the Civil Code shall be extended.

Art. 14 CONSIDERATION FOR THE WORKS - TERMS OF PAYMENT

14.1 The compensation due to the Contractor for the performance of the Works are those expressly stated and/or deriving in/from the Contract. (herein referred to as "Total Contract Price")

Payment of the Total Contract Price shall be made within the terms and according to the procedures stated in the Contract Documents or, if nothing is stated thereunder, according to the provisions agreed in writing by the Parties. In case nothing has been agreed by the Parties, the statutory provisions established in Legislative Decree no. 231/2002 (and relevant amendments and additions) shall apply.

If it is agreed on payments by means of a bill of exchange, the Owner shall bear all expenses, taxes, and any resulting charges. Payments are considered acquitted only if the relevant checks, promissory notes, bills of exchange and bank receipts has been cashed successfully.

In case of a delayed payment, the failure to make a payment within a deadline results in forfeiture of the term for the other deadline, under art. 1186 of the Civil Code.

14.2 Any delay in the completion and/or handover of Works , for any cause whatsoever, shall not entitle the Owner to defer/suspend payments beyond due-dates defined in the Contract Documents, provided that the Contractor provides adequate justification for same and propose to fulfil its obligations within a reasonable timeframe.

14.3 Without prejudice to Clauses 14.1 and 14.2, in case of delay in payment, the provisions under Legislative Decree no. 231/2002 and subsequent amendments shall apply.

14.4 In the event of Owner's default and / or changes in the Owner's financial conditions, and / or Owner's delay in the execution of its payment obligation for more than fifteen (15) calendar days, and / or high total exposure (also due to other contractual relationships) of the Owner, the Contractor shall be entitled to exercise any right granted by

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any applicable law and, in any case, may (i) suspend - in whole or in part - the execution of the Works, as well as any payments due, also under to other contractual relationships, (ii) will be entitled to a relevant extension of the contractual terms, to be indemnified by Owner for any costs / expenses incurred, to obtain appropriate amendments to the Contract Documents.

14.5 Any deferred payment plans agreed in writing or effectively implemented by the debtor shall not constitute a novation of the Contract and/or waiver of receivables, unless agreed in writing by the Parties.

14.6 Without prejudice to further or different provisions of these General Conditions, the Contractor shall be entitled to increase the prices mentioned in the Contract Documents to reflect the increase in costs occurred, by (1) one weeks' written notice to the Owner in the event of:

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

Art. 15 TERMINATION FOR CONVENIENCE

15.1 Unless otherwise stated under the Agreement, it is excluded the right of the Parties to terminate the Contract.

15.2 If in the Contract is agreed by the Parties that the Owner is entitled to terminate the Contract, Owner shall give the Contractor a reasonable motivation. In this case, the Contractor shall be entitled to be paid for the Works performed up to the date of termination and / or in progress on the effective date of termination, together with:

- i. reimbursement of any cost and / or expense incurred as a result of the termination, and
- ii. to a termination fee corresponding to fifty percent (50%) of lost income for unrealized Works.

Art. 16 FORCE MAJEURE

16.1 Force Majeure means any circumstance (and relevant effects) beyond the control of the Parties which prevents or causes the delay in the fulfillment, in whole or in part, of the contractual obligations, including but not limited to:

- i. war (whether war be declared or not), invasion, act of foreign enemies, hostilities, rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- ii. munitions of war, explosive materials, ionising radiation or contamination by radio-activity;
- iii. riot, commotion or disorder, except where solely restricted to employees of the Contractor or of its Subcontractors;
- iv. vandalism, theft, damage caused by any third party;
- v. natural destructive events such as earthquake, rainstorm, sandstorm, hurricane, typhoon, volcanic activity, or flood, or events that are not ordinary or prevent the works performed in compliance with the regulations on health and safety;
- vi. any industrial dispute;
- vii. impossibility in supply with finished products, raw materials and supplies;
- viii. acts or inactions of governmental authorities or any authorized third party;
- ix. events that do not allow to carry out the Work in accordance with the rules on safety and accident prevention.

16.2 Neither Party shall be considered to be in default or in breach of its obligations under the Contract Documents to the extent that performance of such obligations is prevented by any Force Majeure event which arise after the date when the Parties have entered into the Contract.

16.3 If either Party considers that any circumstances of Force Majeure have occurred which may affect performance of its obligations it shall promptly notify it the other Party.

If the Force Majeure continues for a period of more than one hundred twenty (120) days, either Party shall be entitled to communicate to the

other Party its intention to terminate the Contract. In case, after fifteen (15) days from the date of receipt by the other Party of the abovementioned communication, the Force Majeure is still ongoing, the Contract shall be deemed as automatically terminated.

16.4 If the Contract is terminated in accordance with this Clause, the Owner shall pay to Contractor for the Works performed up to and including the date of termination, plus the reasonable cost of demobilization from the Site of Contractor's equipment and personnel used for the performance of Contractor's obligations under the Contract Documents.

Art. 17 LIMITATION OF LIABILITY

The Contractor's liabilities are limited to the obligations defined in the Contract.

Notwithstanding anything to the contrary in the Contract Documents, without prejudice to mandatory provisions under applicable law, the Contractor's liability for damages, costs or claims arising out of or in any way connected with the Contract Documents, in any case:

- (I) shall be limited to actual damages to be direct and immediate consequence of a compensable event, and, therefore, the Contractor shall not have any obligation to reimburse the lost profits, consequential damages or indirect or intangible damages; and
- (II) shall be limited - in aggregate - to an amount not exceeding the Total Contract Price.

The Party claiming any liability to the other, as part of its obligations, is required to act with due care in order to minimize the damage, and / or to prevent the occurrence of further damages.

The Owner undertakes to promptly inform the Contractor in case there are situations that could lead to the liability of the same.

Art. 18 SURVIVAL

Any invalidity or inapplicability of a provision of the Contract Documents will not affect the validity and applicability of the other provisions. The Contractor and the Owner undertake to replace the provisions declared ineffective and / or inapplicable with another provision having the same purpose and similar effects.

Art. 19 ASSIGNMENT

Owner shall not assign, novate, charge or otherwise transfer the Contract Documents, in whole or in part, and/or any right, benefit, credit, interest thereunder without the prior written approval of Contractor.

Contractor shall be entitled to, novate, charge or otherwise transfer the Contract Documents, in whole or in part, and/or any right, benefit, credit, interest thereunder, to any company being member of the same group of Contractor, by giving written notice thereto to Owner.

Art. 20 DEBTS DUE BY CONTRACTOR

If Contractor becomes liable to pay to Owner any sum of money under the Contract Documents, Owner shall not deduct or offset such sum from any payment due or which may become due to Contractor, without the prior written consent of the Contractor.

Art. 21 SECURITY

21.1 Owner shall establish and implement a security management system, which shall be acceptable for the Contractor. Such security management system shall be in line with existing industry best practice and shall state (i) the security-related guidelines and procedures to lower existing risks to As Low As Reasonably Practicable (ALARP), and (ii) all security procedures and instructions to be implemented at Site.

21.2 If, during the execution of the Works, Contractor, at its sole and absolute discretion, deems that the Site conditions shall not to ensure the security of Contractor's personnel and / or the personnel of its contractors / suppliers, the Contractor may suspend the execution of its contractual obligations and may remove from the Site its personnel and / or personnel of its contractors / suppliers. In such a case, the provisions under Clause 10.2 shall apply.

21.3 If the Works are carried out, totally or partially, into sites that are at the disposal of the Owner, the Owner shall provide the Contractor

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with information on the applicability of Title IV of Legislative Decree 81/2008 and subsequent amendments, and shall propose to the Contractor a comprehensive plan in order to define roles, tasks, and coordination of contractors, as well as to the preparation of security procedures.

Art. 22 CONFIDENTIALITY

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

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

- a) receive the Confidential Information in strict confidence, not disclose it to any third party and use it only in connection with the performance of its obligations under the Contract Documents;
 - b) restrict the disclosure of the Confidential Information to those of its employees, its affiliates, its contractors and suppliers who have a need to know the same for the performance of its obligations under the Contract Documents and ensure that they are bound by terms of confidentiality as those under this Clause;
 - c) undertake and agree that all the Confidential Information, including any copies or summaries which contain such confidential information (regardless of the media in which the confidential information is contained) shall remain the sole and exclusive property of the disclosing Party.
- 22.3** The obligations of confidentiality referred to this Clause shall not apply to any Confidential Information that:
- a) was in the possession of the receiving Party prior to the disclosing Party's disclosure of the same to it and was not acquired from the disclosing Party,
 - b) or
 - c) is, or was, acquired by the receiving Party from any third party who has no direct or indirect confidential commitment with respect to same,
 - d) or
 - e) is, at the time of disclosure, or subsequently becomes part of the public domain other than by breach of the confidentiality obligations of the receiving Party.

Specific Confidential Information disclosed to the receiving Party shall not be deemed to fall under the above exceptions merely because it is embraced by more general information which is or becomes public knowledge or was in the prior possession of the receiving Party.

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

Art. 23 GOVERNING LAW AND DISPUTE RESOLUTION

23.1 The Contract Document shall be governed by Italian law, excluding its conflict of law provisions.

23.2 The Courts of Bergamo shall have exclusive jurisdiction over any dispute between the Owner and the Contractor deriving from or connected with the construction and/or performance of the Contract Documents, to the exclusion of any other competent court.

Art. 24 CODE OF ETHICS – CHART OF TRUST

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

For that purpose, Uniflair has approved an Organisational and Control Model in accordance with the requirements of the Italian Legislative Decree no. 231/2001 and the Code of Ethics named "Trust Charter". Owner hereby agrees (a) to act, in carrying out its activities and therefore also in the performance of the Contract, in accordance with local laws and regulations, whether of a narrow legal content of an ethical-behavioural nature, and, in addition to the above, Owner

hereby agrees (b) to strictly abide by the Trust Charter and to be aware of the possibility to report unethical cases and situations through the independent "Trust Line" platform, both available on the Global website and Italian on the Ethics and Compliance page.

Owner shall not act in violation of the Trust Charter during the performance of the Contract and, in addition to the above, Owner commits itself, in accordance with art. 1381 of the Italian Civil Code, that any of its employees, agents, directors, collaborators, shall not act in violation of the Trust Charter during the performance of the Contract. Uniflair shall be entitled to terminate the Contract in case it becomes aware of any breach by Owner or by its employees, agents, directors collaborators, for any reason whatsoever, of any obligation under this article.

Art. 25) DATA PROTECTION

Pursuant to the Italian Legislative Decree 196/03 (Privacy Code) and EU Regulation 679/2016 (GDPR), in carrying out the activities governed by these General Conditions, the data controller is Uniflair S.p.A., cod. fisc. n. 02160760282 (Data Controller).

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

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

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

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

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

Art. 26) OWNER'S CYBERSECURITY OBLIGATIONS

Owner's obligations for its Systems: Owner shall implement and maintain a comprehensive security program (hereinafter referred to as "Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (herein referred to, collectively, as "Systems"), including those Systems on which it runs the Products and/or which it uses with the Services, against Cyber Threats. For the purpose of this Clause, "Cyber Threat(s)" means any circumstance or event with the potential to adversely impact, compromise, damage, or

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disrupt Owner's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Owner's Systems, including any data, including through malware, hacking or similar attacks.

Without limiting the foregoing, Owner shall at a minimum:

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

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

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

Identification of Cyber Threats: If Owner identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Uniflair has not released a Patch, Owner shall promptly notify Uniflair of such vulnerability or other Cyber Threat(s) via the Schneider Report a Vulnerability page

(<https://www.se.com/www/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers>) and further provide Uniflair with any reasonably requested information relating to such vulnerability (hereinafter referred to, collectively, as "Feedback"). Uniflair and Schneider Electric shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including- without limitation- any confidential information or intellectual property contained therein) in whole or part, including - without limitation- to analyze and fix the vulnerability, to create Patches and/or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner and without restrictions, and without any obligation of attribution or compensation to Owner; provided, however, Uniflair shall not publicly disclose Owner's name in connection with such use of the Feedback without Owner's prior written consent.

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

ART. 27) EXPORT CONTROL CLAUSE

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

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

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

SPECIFIC APPROVAL

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

Art. 4 "Technical Requirements"; Art. 10 "Changes"; Art. 11 "Completion, Controls/Inspections – Liquidated Damages"; Art. 12 "Intellectual Property"; Art. 13 "Warranties"; Art. 14 "Consideration for the Works and Services; Terms of Payment"; Art. 15 "Termination for Convenience"; Art. 16 "Force Majeure"; Art. 17 "Limitation of Liability"; Art. 18 "Assignment"; Art. 21 "Confidentiality"; Art. 22 "Governing law and dispute resolution"; Art. 23 "Code of Ethics".

(Owner representative stamp and signature)

(Owner Signature)