

## GENERAL PURCHASE CONDITIONS

### **1. PREAMBLE e DEFINITIONS**

The present General Purchase Conditions (**GPC**) define the terms and conditions applicable to orders, hereafter the “**Order(s)**”, placed between Air Liquide Healthcare group company, hereafter the “**Company**” and a third party company, hereafter as the “**Supplier,**” in connection with the provision of goods and/or services.

In case of conflict between the conditions and terms provided for by these GPC and the conditions and terms agreed upon for any individual Order, the latter shall prevail. In case of public works or services contracts or of works contracts, any provisions contained in the general specifications of the contracts shall prevail over these GPC.

### **2. SCOPE**

The studies, the supply of products, materials, equipment, work and services (hereafter the “**Product(s)**”), are defined in the Order and the documents that may be attached thereto, including possible plans and/or specifications provided by the Company. The Products will be delivered with the necessary documentation for their use, storage and maintenance.

The Products shall comply with all requirements, laws, regulations, and standards in force, as well as to any applicable provision to the Order. In particular, the Supplier undertakes to comply when performing the Order, with any applicable social, safety, and environmental rule.

If the Products are qualified as medical devices, the execution of these GPC must be in compliance with:

- the Medical Device Regulation, where by Medical Device Regulation we mean the Regulation of the Medical Devices and all the applicable Italian legislation;
- the Legislative Decree no. 219/2006 and subsequent amendments with the "Implementation of Directive 2001/83 / EC (and subsequent amending directives) relating to a Community code relating to medicinal products for human use, as well as Directive 2003/94 / EC".

### **3. ORDER**

Each Order must be confirmed in writing form (refer to the attached template) within three working days of its reception, by an email sent to the address of the order-issuing party specified in the Order.

Acceptance of an Order shall be construed as a formal acceptance of these GPC, as well as of all the provisions contained in the Order.

Prior to acknowledging receipt of the Order, the Supplier shall ensure acceptance of the present GPC, and that the Supplier actually possesses this document. Otherwise, the Supplier shall request it from

#### **VITALAIRE ITALIA S.p.A. Società con socio unico**

Sede legale: Via Bisceglie, 66 - 20152 Milano - Sede operativa: Centro Direzionale Milanofiori Nord Edificio U7

Via del Bosco Rinnovato, 6 - 20090 Assago (MI) - Tel. 02.4021.1 Fax 02.4021806

Capitale Sociale € 20.000.000 i.v. - R.E.A. presso la C.C.I.A.A. di Milano al N. 1717458 - Reg. Imp. di Milano al N. 02061610792

Cod. Fisc. e P.I. 02061610792 - Iscr. Reg. A.E.E. N. IT08020000000482

Società soggetta all'attività di direzione e coordinamento di Air Liquide Santé International S.A.

[www.vitalaire.it](http://www.vitalaire.it)



the Company. Acknowledgement of the Order shall mean acceptance by the Supplier of proper receipt of this document.

In the event of a disagreement as to the terms of the Order, the Supplier shall inform the Company thereof by indicating such disagreement on the acknowledgment of receipt that the Company shall receive within [three (3)] working days after issuance of the Order. All Orders for which a return receipt is not returned within [three (3)] working days shall be considered as accepted by the Supplier. Modifications to the terms of the Order shall not be considered as accepted unless the Company specifically states such acceptance in a “rectification of Order” sent to the Supplier.

#### **4. PRICE**

The prices mentioned in the Order are firm, definitive, and exclusive of value added tax.

Prices include verification prior to packaging, packaging for Products as necessary for their proper conservation during warehousing, packaging/conditioning suitable for transportation, and transportation itself to the delivery point.

#### **5. INVOICING – PAYMENT TERMS**

Unless stated otherwise in the Order, one (1) copy of the invoice shall be sent to the Company’s Accounting Department: **Fornitori.Vitalaire@airliquide.com**. All invoices shall list the Order(s) number(s), all reference information for the Products, the designation of the Products, the numbers and dates of the delivery notes for the Order, as well as the name of the person that placed the Order. Please remember that the only valid purchase documents are the ones marked with 10-digit numbers beginning with

95xxxxxxxx

98xxxxxxxx

94xxxxxxxx

92xxxxxxxx

It should be pointed out that any failure to specify the Order number in the invoice may result in delays in the fulfilment of the agreed purchase conditions. Should the situation persist over time, Company reserves the right to reject the invoice.

Payment shall be made by bank transfer, in accordance with the payment conditions specified in the Order. The payment terms shall not be regarded as essential terms pursuant to art. 1457 of the Italian Civil Code.

In case of any delay in the payments of the sums due by Company, the Supplier shall not be entitled to suspend the delivery of the Product or the provision of the service.

The Company may settle any debts it owes as well as payable sums in connection with to the performance of an Order.

#### **6. PENALTIES**



The terms of delivery specified in the Order shall be regarded as essential pursuant to art.1457 of the Italian Civil Code.

The supplier undertakes to keep Company constantly informed as to the progress of the order fulfilment process. In particular, in case of any delay in delivery, the supplier undertakes to provide Company with up-to-date information about the measures taken to minimise the negative impact of the delay in question on Company.

In case of any delay in the delivery of even just a part of the Order, the Supplier acknowledges and agrees that Company shall be entitled to choose one of the following options:

- a. Cancelling the Order;
- b. Requesting that the Supplier ship the ordered goods by courier, it being understood that any higher expenses due to the urgency of the delivery shall be paid by the Supplier;
- c. Applying a penalty calculated as specified below, with no prejudice to its right to be compensated for any further damages: 5% of the price agreed upon for the Products and/or Services per week of delay, up to a maximum of 10% of the total sum due for the Products and/or Services;
- d. Procuring the Products and/or Services from other suppliers, at the Supplier's expense.

In any case Company shall still be entitled to be compensated for any damages suffered as a consequence of the delay in the delivery of the Products and/or Services.

## **7. TRANSPORTATION – DELIVERIES**

The Supplier shall be solely responsible for the packaging, wrapping, and delivery of the Products.

It is up to the Supplier to obtain insurance coverage for the replacement value of Products during their transportation.

Ordered Products shall be delivered with transportation paid to the address indicated on the Order. They shall be accompanied by a delivery note indicating all of the information regarding the Order, the number and designation of the Products delivered, the status of the Order, and all of the technical and administrative documents stated in the Order and its attachments.

The date of delivery is stated on the Order. Acceptance of the Order implies the Supplier's irrevocable commitment to the contractual delivery date, which constitutes an essential clause of the Order.

The Company reserves the right to refuse all surplus deliveries related to the Order. Any returns for surplus items shall be made at the Supplier's risk and expense.

The Supplier shall keep the Company informed of the progress of the Order, and in particular, of any event that may compromise compliance with the contractual timetable and of any measure to minimize the consequences of a possible delay.

The above provisions are without prejudice to the Company's right to ask for compensation and damages as a result of an Order not being performed, or in the event of a delay in its performance.



No deliveries made prior to the date stated in the Order and/or no partial deliveries shall be accepted without the prior Company's approval. In the event a delivery is made in advance on the date stated on the Order, only the delivery date stated on the Order shall be taken into account to calculate the invoice due date.

### **8. RECEIPT AND VERIFICATION**

All deliveries shall be subject to receipt and verification procedures carried out by the Company's employees. The purpose of such procedures is to verify that the Products conform to the Order. In the event the Products are not in compliance, the Company reserves the right to refuse or reject the Products and/or cancel the Order.

Any Product delivered that is not the subject of an Order shall be refused.

Products that are refused or rejected shall be the subject matter of a letter by the Company indicating the quantities refused or rejected, as well as the reasons for refusal. They shall be returned by carriage due by the Supplier, unless the Supplier makes a request to take back the items by its own means. A credit note for an amount equal to the value of the refused or rejected Products shall be sent to the Company.

The Company reserves the right to have, or not have, the rejected Products replaced, and this shall be indicated in the letter to the Supplier.

### **9. SERVICE LEVEL AGREEMENT & KEY PERFORMANCE INDICATORS**

Supplier shall perform the Order respecting the SLA & KPI agreed by the Parties for the performances of the Products.

### **10. MODIFICATIONS**

The Supplier shall make no modification to the Product without the Company's prior written acceptance of the new modified products.

Modifications do not obligate the Company unless it confirms the modification and officially accepts them by an amendment to the Order.

### **11. WARRANTY**

The Supplier guarantees that the Products supplied shall be able to perform all of the specified services and functions. Otherwise, in the absence of a specification, they shall be fit for the use they are intended for. As part of the Product guarantee, and in case of a Product shortcoming or defect, the Supplier shall immediately take steps to replace the Product at the Company's request. Otherwise, the Supplier shall fix the Product to make it useable pursuant to the use it was intended for, without the Company incurring any expenses of any kind.

Unless otherwise specifically stipulated in the Order, Products are guaranteed by the Supplier for a period of one (1) years as of their delivery date.



In case of public works or Works Contracts, the provisions and clauses specified in the specific contracts shall apply.

## **12. SPARE PARTS**

For a period of ten (10) years, as of the delivery date, the Supplier undertakes to provide spare parts and/or consumables related to the Product, and to indicate whether the original parts are not available. If none is available, the Supplier shall supply equivalent spare parts and carry out any necessary adaptation studies at no charge to the Company.

## **13. TRANSFER OF PROPERTY– TRANSFER OF RISK**

The transfer of property takes place at the time of Product delivery and the transfer of risk takes place upon receipt of the Products without exceptions made by the Company, as described in paragraph RECEIPT AND VERIFICATION.

Without any prejudice to the other law and regulation obligations, if the Products are qualified as medical devices, pursuant the Medical Devices Regulation and the Italian applicable legislation, AL and the Supplier undertake to establish a procedure for:

- the registration and the monitoring of the Products, to ensure the Company and the Supplier to be informed at any time of their location;
- the forwarding of warnings and recalls of the Products - the reports of any incidents or risks of accidents relating to the Products;
- the withdrawal of the Products delivered.

## **14. RETENTION OF TITLE**

No retention of title clause can be used against the Company. These clauses are considered as not written.

## **15. SUB-CONTRACTING - ASSIGNMENT**

Complete sub-contracting is forbidden.

The Supplier cannot partially subcontract or assign the Order without the prior written agreement of the Company. Having recourse to sub-contracting does not release the Supplier from any of its obligations to the Company.

## **16. LIABILITY – INSURANCE POLICIES**

The Supplier is responsible for all bodily injuries, damages to property (including damages to Products), and consequential damages caused by the Products sold and shall hold the Company harmless against any legal actions that may be filed because of these damages. The Supplier undertakes to obtain insurance coverage from a first rank insurance company for coverage against all risks that it may incur or cause within the scope of the performance of its obligations, without recourse against the Company, its employees or insurers. At the Company's request, the Supplier shall give evidence of this coverage.

## **17. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS**

The Supplier guarantees to Company that all the Products and/or Services included in the supply were not and shall not be produced, manufactured or provided in breach of any third-party rights; he also guarantees to Company that the Products and/or Services can be freely and legitimately used and traded, both in Italy and abroad.

The Supplier undertakes to defend Company and to hold it harmless against any claims, requests for compensation, legal proceedings, expenses and losses that should in any way arise from the existence of patents or licenses related in whole or in part to the Products and/or the Services specified in the Order. The Supplier shall take care to defend Company, at his own expense, in any legal proceedings and anyway to settle any legal action brought against Company.

## **18. CONFIDENTIALITY**

During the entire performance of the Order, and for a duration of five (5) years thereafter, the Supplier undertakes to keep strictly confidential any information, in particular, technical and commercial, that it may receive to perform the Order or while performing the Order. All Company documentations or items shall remain its entire property and be returned to Company at Supplier's expense upon completion of the Order.

Regardless of their nature or format, all of the documents, including those downloaded from the Internet, that the Company discloses to the Supplier shall remain the Company's property. These cannot be reproduced, transmitted or revealed, totally or partially, without the Company's prior written agreement.

The Supplier undertakes not to use any confidential document or information other than for purposes of performing an Order.

To ensure compliance with this clause, the Supplier undertakes to take suitable steps with its employees and sub-contractors.

## **19. TERMINATION**

The Company may terminate the Order without prejudice to any other rights or remedies in the event that:

- a) a force majeure event delays performance of an Order for more than thirty (30) days, as notified in writing within three (3) days after occurrence of the event, or;
- b) the Supplier fails to fulfill all or part of its contractual obligations pursuant to the Order, following the Company's formal demand sent by certified return receipt mail, effective after seven (7) working days, or;
- c) The agreed-upon penalty limit for delays to the Order is reached.

In case of b) and c), the Company reserves the right to have the necessary work performed at the expense of the Supplier. Otherwise, the Company reserves the right to procure supplies from another



supplier it chooses, and have the Supplier pay the price difference. The Supplier shall not be entitled to limit or exclude its own contractual liability based on the fact that third companies have performed part or all of the Order.

## **20. APPLICABLE LAW - JURISDICTION**

The Orders are governed by Italian Law. Any dispute related to the interpretation or execution of Orders shall be exclusively settled by the Court of Milan.

## **21. CORPORATE LIABILITY**

**21.1** Entering into the GPC, the Supplier declares to:

- be aware of the provisions of Legislative Decree No. 231 of June 8, 2001, and subsequent amendments, regarding the administrative liability of legal entities arising from criminal offenses, as well as the regulations issued by the Italian legal system concerning the fight against corruption (hereinafter, the “Relevant Regulations”), and undertakes to exactly and consistently comply with these provisions;
- not to have ever incurred violations of the Relevant Regulations or engaged in conduct sanctioned by the Relevant Regulations and undertakes to immediately report to Air Liquide any circumstance that may be considered as a potential violation of the Relevant Regulations;
- be aware that Air Liquide, in order to fully implement the Relevant Regulations, has: (i) adopted and effectively implemented an Organizational, Management, and Control Model (hereinafter, the “Organizational Model”) pursuant to and for the purposes of the Relevant Regulations, (ii) appointed an autonomous and independent Supervisory Body, responsible for monitoring compliance with - and the effective implementation of - the Organizational Model by the recipients and for ensuring its updating, (iii) adopted a Code of Conduct available at the following link: [https://it.vitalaire.com/sites/vitalaire\\_it/files/2022-06/codice\\_etico\\_vit\\_med.pdf](https://it.vitalaire.com/sites/vitalaire_it/files/2022-06/codice_etico_vit_med.pdf) and (iv) adopted an alert system compliant with the requirements of Legislative Decree No. 24/2023 in order to report, even anonymously, any violations of this clause or conducts not compliant with the Code of Conduct or the applicable laws. The





procedures for submitting a report are available on the Company's institutional website in the "Ethics and Principles of Action" section.

- have carefully read and comply with the contents of the Code of Conduct referred to in point 3 above.

**21.2** Regarding the execution of the activities covered by this Contract, the Supplier declares and guarantees to have issued and implemented adequate provisions to its directors, employees, and/or collaborators aimed at preventing the commission, even attempted, of conduct sanctioned by the Relevant Regulations and undertakes to maintain all such provisions effectively implemented for the entire duration of this Contract.

**21.3** The Supplier is aware that violation, even partial, of the declarations, guarantees and obligations indicated above, which may reasonably cause negative consequences for Air Liquide, will constitute a serious breach of this Contract and will entitle Air Liquide to terminate the Contract with immediate effect pursuant to and for the purposes of Article 1456 of the Civil Code, by certified email (PEC), without prejudice to compensation for damages suffered by Air Liquide as a result of such violation.

## **22. TRACEABILITY OF FINANCIAL FLOWS**

Pursuant to art. 3 of Law no. 136 of August 13, 2010, when the Supplier is a subcontractor of the companies involved in public works, services and supplies, he shall undertake the financial flows traceability obligations provided for by the above-mentioned law, under penalty of Order termination, and namely:

- a) the obligation to use a current account dedicated, not exclusively, to public procurement contracts, and thus to the Order, opened at banks, with notification to the body concerned and to Company of the account data provided for by the law;
- b) the obligation to carry out all the financial transactions related to public procurement contracts, and thus to the Order, by bank or post transfer or by other payment instruments ensuring that the operations are fully traceable;
- c) the obligation to specify in the above-mentioned payment instrument the call for tender identification code;

The Supplier, in his capacity as a subcontractor of Company with reference to a public procurement contract, undertakes to include in the contracts with his subcontractors, related to any public





procurement, the clause mentioned in paragraph 1 and to forward a copy of the contracts in question to the body concerned.

### **23. MISCELANEA**

**23.1 Changes.** These GPC can only be changed in writing.

**23.2 Severability.** Should any of the clauses contained in these GPC turn out to be or become invalid or not effective, that shall not prejudice the validity or effectiveness of the remaining GPC. The Parties undertake to negotiate, in good faith, a clause superseding the invalid or non-effective clause.

**23.3 No waiver.** Any failure to exercise any rights or options provided for by these GPC does not constitute a waiver and shall never prevent the party in whose interest the right or option in question was provided for from exercising them.

**23.4 Transfer.** The Supplier is explicitly forbidden from transferring to third parties any of the rights and obligations arising from the GPC and from the individual Orders, without the prior written consent of Company. It is understood that Company retains the right to transfer the individual purchases and/or rights and/or obligations arising from the GPC or from the individual purchases to any parent company, subsidiary or company subject to the common control of Company's parent company; for a definition of the term "control" please refer to art. 2359 of the Italian Civil Code.

**23.5 Transfer of credit.** Transfers of credit, special proxies for cashing and other kinds of payment delegation are never allowed.

**23.6 Product recall.** Any costs arising from the recall of all the products or of part thereof shall be entirely paid by the Supplier.

### **23.7 Force majeure - Limitation of Liability**

Neither Party hereto shall be liable to the other in damages or otherwise for any delay or failure in performing any of its obligations hereunder, with the exception of payment obligations, for so long as any such delay or failure results, directly or indirectly, from causes beyond its reasonable control, including, but not limited to, accident, equipment breakdown, war, rebellion, riots, acts or omissions of governmental authorities and agencies, fire, wind, cyclone, earthquake, flood, epidemic, act of public enemy, strike, lockout, boycott, picketing, embargoes or delay caused by public carriers; provided that the Party so affected shall promptly notify the other Party in writing of such cause of nonperformance or delay in performance hereunder upon its discovery thereof and shall take best efforts to remove or overcome such cause.

AL will in no event be liable to the SUPPLIER for any losses and/or damages caused by events beyond its control, attributable to the SUPPLIER's fault or willful misconduct or to acts or omissions of third parties which AL could not have foreseen using the ordinary rules of diligence.

Without prejudice to the burden of proof on the SUPPLIER, with the sole exception of cases of willful misconduct and gross negligence, AL will only be liable for direct damages deriving from



violations of the obligations imposed on it by this contract caused to the SUPPLIER's property. AL's liability will in any case be limited to 20% of the value of the order issued by the Supplier to AL on the basis of this Contract.

In no event will AL be liable for damages from loss of profit or for indirect or consequential damages of any nature caused in execution of this contract including, by way of example but not limited to, the loss of customers, with the sole exception of cases of willful misconduct or gross negligence.

The SUPPLIER therefore undertakes not to claim against AL and/or its insurers to obtain damages beyond the limits indicated in this article and to obtain the waiver of its insurance company to act in subrogation against the person responsible for the damage to obtain compensation beyond the limits indicated in this article.

If, in relation to the execution of the contract, damages are incurred by the SUPPLIER's employees, such damages will be compensated directly by the SUPPLIER, without prejudice to any rights that the law recognizes to employees and/or their successors.

**23.8 Sp@ceAL81. Legislative Decree 81/08.** The Supplier undertakes to ensure the full compliance with the Company requirements regarding the authentication, registration and feeding procedures related to the Sp@ceAL81 portal, if his performance is one of those governed by Legislative Decree 81 of 2008, as subsequently amended, under penalty of invalidity of the Purchase Order. The Company reserves the right to stop paying the Supplier in case the breach should persist.

**Pursuant to art.1341, paragraph 2 of the Italian Civil Code, the Customer declares that he is aware of and specifically approves in writing the following clauses: 6. Penalties; 11. Warranty; 16. Liability – Insurance Policies; 17. Intellectual or industrial property rights; 19. Termination; 20. Applicable law - Jurisdiction; 21. Corporate Liability; 22. Traceability of financial flows; 23.4 Transfer; 23.5 Transfer of credit; 23.7 Force majeure - Limitation of Liability; 23.8 Sp@ceAL81.**

Supplier Signature

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## ORDER CONFIRMATION

Dear VITALAIRE ITALIA,

We hereby confirm that we have received your Purchase Order n .\_\_\_\_\_ and accept it in all its parts with the General Purchase Conditions attached.

Supplier Signature

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**Pursuant to art.1341, paragraph 2 of the Italian Civil Code, the Customer declares that he is aware of and specifically approves in writing the following clauses: 6. Penalties; 11. Warranty; 16. Liability – Insurance Policies; 17. Intellectual or industrial property rights; 19. Termination; 20. Applicable law - Jurisdiction; 21. Corporate Liability; 22. Traceability of financial flows; 23.4 Transfer; 23.5 Transfer of credit; 23.7 Force majeure - Limitation of Liability; 23.8 Sp@ceAL81.**

Supplier Signature

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## DATA PROTECTION NOTICE FOR SUPPLIERS

### 1. INTRODUCTION

The company VitalAire Italia S.p.A. with registered office in Milan, Via Bisceglie, no. 66, VAT Code 02061610792 and headquarters in Assago (MI), Centro Direzionale Milanofiori Nord Edificio U7, Via del Bosco Rinnovato, 6 (hereinafter, the "**Company**"), in its capacity of data controller, informs you that the personal data of the data subject (in the case of a natural person or a sole proprietorship), of your employees or persons in charge, provided for the development of the negotiations relating to the agreement to which this notice is annexed (hereinafter the "**Agreement**") between the Company and the counterparty of the Agreement (hereinafter, the "**Supplier**") and in the course of the execution of the same and of the activities related to the same (hereinafter the "**Personal Data**", while the individuals to whom the personal data refer are defined below the "**Data Subjects**"), will be processed in accordance with this notice on the processing of Personal Data and within the meaning of the Legislative Decree No. 196/2003 (the "**Privacy Code**") and of the European Regulation No. 679/2016 concerning the protection of the personal data (the "**European General Data Protection Regulation (GDPR)**").

### 2. WHO IS THE DATA CONTROLLER?

The Company is the data controller in relation to the processing of the Personal Data.

### 3. WHAT TYPES OF PERSONAL DATA ARE PROCESSED BY THE COMPANY?

The Company collects and processes the Personal Data supplied by the Supplier and/or by the Data Subjects, such as that relating to its employees, such as: name, surname, email address and phone number.

### 4. FOR WHAT PURPOSES IS PERSONAL DATA PROCESSED?

The Company processes the Personal Data of the Data Subjects by means of manual and electronic tools, in order to:

- a) develop the negotiations and the execution of the Agreement between the Company and the Supplier;
- b) enforce and defend its rights, also in the context of debt collection procedures;
- c) fulfil the obligations arising from the applicable regulations, including the communications to the competent authorities
- d) and to the supervisory bodies, and comply with the requests coming from the same.

### 5. WHAT IS THE LEGAL BASIS OF THE PROCESSING?

The processing of the Personal Data is mandatory

- in order to execute the Agreement in relation to the purposes referred to in paragraph 4, (a) and (b),
- in order to comply with legal obligations in relation to the purposes referred to in paragraph 4 (c).

The refusal to provide the Personal Data for the purposes referred to in paragraph 4(a) to (c) above would prevent the Company from finalizing the Agreement, and if already finalized, to continue its execution.

### 6. WHO CAN ACCESS THE PERSONAL DATA?



The Company may communicate the Personal Data of the Data Subjects to

- collaborators, employees and suppliers of the Data Controller, within the scope of their duties and/or possible contractual obligation with them, regarding commercial relationship with You;
- legal, administrative and fiscal counsels who assist the Company in the development of the activities;
- banking institutions for the management of takings and payments arising from the execution of the Agreement with the Supplier; and
- sub-suppliers and/or sub-contractors engaged in activities related to the execution of the Agreement with the Data Controller, in their capacity of third-party data processors; and
- public bodies and/or judicial and/or supervisory authorities, in the event of their request, as autonomous data controllers;
- providers of cloud or IT services.

## **7. IS PERSONAL DATA TRANSFERRED ABROAD?**

The Personal Data can be freely transferred outside the national territory to countries located in the European Union.

The Personal Data may also be transferred outside the European Union, in particular to the United States of America, considering that the Company avails itself of the technological services of a Cloud Provider located in the United States of America. The possible transfer of the Personal Data to countries outside the European Union will occur, in any case, in compliance with the appropriate and suitable guarantees for the purposes of the transfer within the meaning of the applicable regulations and in particular of the article 44 of the Privacy Code and of Articles 45 and 46 of the Privacy Regulation.

The Data Subject shall have the right to obtain a copy of the Personal Data held abroad and to obtain information about the place where such Personal Data is stored by making an explicit request to the Data Controller to the address referred to in paragraph 9 of this notice.

## **8. WHICH ARE THE RIGHTS OF THE DATA SUBJECT WITH REGARD TO HIS PERSONAL DATA?**

The Data Subject, with regard to his Personal Data, can - by sending a communication to the address referred to in paragraph 9 - exercise at any time his rights referred to in Article 7 of the Legislative Decree 196/2003, including the rights (a) to obtain confirmation of whether or not Personal Data concerning him exists and to obtain it; (b) to know the origin of the Personal Data, the data processing purposes and its modes, as well as the logic applied to the processing performed by means of electronic tools; (c) to request the updating, correction or - if he has an interest in it - the integration of the Personal Data; (d) to obtain the deletion, transformation in anonymous form or block of the Data which may have violated the law, as well as to object, for legitimate reasons, to the processing; (e) to withdraw, at any time, the consent to the processing of Personal Data, without affecting in any way the lawfulness of the processing based on the consent given before the withdrawal.

In addition to the provisions referred to in this paragraph, effective from 25 May 2018, the Data Subject may also make use of the additional rights provided by the following paragraph 10.

## **9. HOW CAN I CONTACT THE DATA CONTROLLER?**

Should the Data Subject have doubts or concerns regarding this privacy notice or wish to exercise the rights provided by this notice, he can contact the Company at the following e-mail address:



[vitalaire@legalmail.it](mailto:vitalaire@legalmail.it)

## **10. WHAT CHANGES STARTING FROM 25 MAY 2018?**

The following provisions have become effective on 25 May 2018, as a result of the entry into force of the General Data Protection Regulation 679/2016/EU (hereinafter the "**Privacy Regulation**").

Personal Data retention period: The Personal Data collected for the purposes referred to in subparagraphs (a) to (c) of paragraph 4 shall be retained for a period equal to the term of the Agreement and for 10 years after the termination of the same, without prejudice to the cases in which the retention for a subsequent period is required for any disputes, requests of the competent authorities or within the meaning of the applicable legislation.

Additional rights of the Data Subject: the Data Subject may, at any time in the circumstances provided for by the Privacy Regulation (a) request to the Company the limitation of the processing of the Personal Data; (b) object at any time to the handling of his Personal Data; (c) request the deletion of the Personal Data that concern him without undue delay and (d) obtain the portability of the Personal Data that concern him.

Right of complaint: The Data Subject shall have the right to file a complaint to the Italian Data Protection Authority (Garante) whenever the conditions are fulfilled.

Appointment of the Data Protection Office: the Company, within the meaning of Article 37 of the new Privacy Regulation, has appointed a Data Protection Office who can be contacted at the following email address: [it-dpo@airliquide.com](mailto:it-dpo@airliquide.com).

## **11. CHANGES AND UPDATES**

This notice is valid starting from the date of effectiveness of the Privacy Regulation. The Company may however with a prior notice make changes and/or additions to said notice, also as a result of the entry into force of the Privacy Regulation and of any subsequent amendments and/or integrations to it.

The Data Controller