

## ***AIR LIQUIDE HEALTHCARE GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)***

### **1. Definitions**

In addition to the terms defined in other articles of these General Terms and Conditions of Purchase, the following terms shall have the meanings assigned to them below:

**Purchase.** Means any individual contract for the purchase of Products and/or Services concluded between the Purchaser and the Seller and subject to the General Terms and Conditions of Purchase.

**General Terms and Conditions of Purchase** (hereinafter also referred to as "GTCP"). Refers to these General Terms and Conditions of Purchase.

**Delivery Date.** Means the deadline, indicated by the Purchaser in the Order, by which the Products must be delivered and/or the Services provided.

**Order.** Refers to the purchase order for Products and/or Services sent by the Purchaser to the Seller, which must be in writing (including fax and e-mail).

**Parties.** Refers jointly to the Purchaser and the Seller.

**Products or Services.** These are the items that will be specifically indicated in the Order from time to time and which can be identified by a unique code.

**Purchaser.** Refers to the company of the AIR LIQUIDE HEALTHCARE group, with registered office in Italy, which issued the Order, hereinafter also referred to as AL.

**Seller.** Hereinafter also referred to as "Supplier", refers to the natural or legal person who sells the Products and/or Services under the terms and conditions set out in the General Terms and Conditions of Purchase.

### **2. Subject**

**2.1.** These GPP govern the Purchase of Products and/or Services between AL and the Supplier. In the event of any conflict between the terms and conditions set out in these GPP and the terms and conditions agreed in the individual Purchase, the latter shall prevail. In the case of Works or Services Contracts or Works Contracts, any provisions included in the General Specifications of Works Contracts and Works Contracts shall prevail over these GPP.

**2.2.** AL shall not be bound by the Seller's General Terms and Conditions of Sale (GTC), even if reference is made to them or they are contained in acceptances, delivery notes, invoices or any other documentation produced by the Supplier, unless such Terms and Conditions are accepted in writing by AL. The GTC shall not be binding on AL even by tacit consent.

**2.3.** These GCS replace and extinguish any other agreement with the same subject matter between AL and the Supplier.

**2.4** AL reserves the right to choose the Supplier following a tender, in which technical or descriptive documents relating to the Products, works or services requested will be sent to the Supplier. In such cases, it is the Supplier's responsibility to read the documentation thoroughly and, if necessary, request further information, highlight any inaccuracies, errors, omissions or anomalies before submitting its offer to AL.

**2.5.** Following the issuance of the Order, no exception may be raised by the Supplier against AL regarding the receipt, knowledge, completeness, accuracy and correctness of the documents on the basis of which they determine to offer. In particular, the Supplier may not invoke the lack of information to justify a delay in delivery or an increase in prices.

**2.6** The invitation to participate in a tender between suppliers, regardless of the elements contained therein, does not constitute a contractual proposal pursuant to Article 1326, paragraph 1 of the Italian Civil Code, just as any offer made by the supplier does not constitute acceptance. AL's intention to conclude the contract shall be expressed exclusively by issuing the Order which, together with these GTC, shall govern the supply relationship between AL and the Supplier.

**2.7** If the Products purchased are classified as medical devices, these GTC shall be implemented in compliance with:

- the Medical Devices Regulation, where Medical Devices Regulation means the Medical Devices Regulation and the applicable national legislation;

### **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. IT0802000000482

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

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



- Legislative Decree no. 219/2006 and subsequent amendments and additions implementing Directive 2001/83/EC (and subsequent amending directives) concerning a Community code relating to medicinal products for human use, as well as Directive 2003/94/EC'.

### 3. **Purchases and Orders**

**3.1.** Purchases shall be considered concluded between the Parties, under the terms and conditions set out in these GTC, when AL receives written confirmation of acceptance of the Order from the Supplier or, failing that, after three working days for tacit acceptance as provided for in paragraph 3.3 below.

**3.2.** AL shall send Orders containing or accompanied by a description of the quantities and types of Products and/or Services requested, the price and the Delivery date.

**3.3.** Each Order must be confirmed in writing within three working days of receipt, by email to the address of the issuer indicated in the Order, with the signature of the order confirmation form attached.

Any order confirmation that does not contain the same conditions as those indicated in the order shall be considered a counter-proposal by the SUPPLIER. AL shall have the right, at its discretion, to accept or reject it.

If the order confirmation is not sent, AL shall have the right to cancel the order or, at its discretion, request fulfilment within the terms provided, even if the order confirmation has not been sent.

After the aforementioned period of three working days, if the Supplier has not issued its acceptance, the Order shall be deemed to have been tacitly accepted under the terms and conditions set out therein.

### 4. **Deliveries**

**4.1.** The Products shall be delivered on the Delivery date and shall always be understood, unless otherwise agreed in the Order, to be *Delivered Duty Paid* at the place of delivery indicated in the Order.

**4.2.** The products shall be deemed to have been taken over by AL only when a duly authorised representative of AL has signed the relevant delivery note, it being understood that such signature shall in no case imply acceptance of the Products delivered, including for the purposes of the following paragraph "Warranty".

**4.3.** Prior to delivery, the Supplier shall check the condition of the packaging, the number of packages, the quantity and identity of the Products delivered, and their conformity with the Order.

**4.4.** Upon delivery, the goods must always be accompanied by a delivery note drawn up in duplicate, indicating the Order number and any other information required in the Order (including, but not limited to, AL product codes, Supplier product codes, quantities, any batches and/or serial numbers, etc.).

In the event of incomplete or missing delivery documentation, AL reserves the right to return the goods. Any costs and/or risks shall be borne entirely by the Supplier.

AL also reserves the right to reject any goods in excess of those specified in the order. Any costs and all risks shall be borne by the Supplier.

**4.5.** In the event of transport at AL's expense, once the goods are ready, the Supplier must send a notice to the attention of the requesting AL department, specifying the dimensions and weight of the packaging, opening hours for collection and the exact address where the goods are to be collected.

### 5. **Penalties for late delivery**

**5.1.** The delivery terms indicated in the Order are considered essential pursuant to Article 1457 of the Italian Civil Code.

**5.2.** The Supplier undertakes to keep AL constantly informed of the progress of the order. In particular, in the event of a delay in delivery, the Supplier undertakes to keep AL updated on the measures taken to minimise the negative effects of such delay on AL.

**5.3.** In the event of a delay in delivery, even of only part of the Order, the Supplier acknowledges and agrees that AL shall have the right, at its discretion, to:

- a. Cancel the Order;
- b. Request the Supplier to send the order by courier, it being understood that the additional costs relating to the urgency of the delivery shall be borne by the Supplier;



- c. Apply a penalty calculated as specified below, without prejudice to compensation for further damages: 5% of the agreed price for the Products and/or Services for each week of delay, up to a maximum of 10% of the total price for the Products and/or Services;
- d. Procure the Products and/or Services from other suppliers, at the Supplier's expense.

5.4. In any case, AL's right to compensation for damages suffered due to delayed delivery of the Products and/or Services remains unaffected.

## 6. Prices and payments

6.1. The valid prices of the Products and/or Services are exclusively those indicated in the Order (hereinafter Prices).

6.2. The Prices indicated in the Purchase Order are fixed and unchangeable for the entire duration of the Order.

6.3. Prices are inclusive of all taxes, fiscal charges, labelling and packaging costs for the Products and/or Services, insurance and any other expenses or sums relating to the Products and/or Services themselves and their supply.

6.4. The Supplier shall invoice the Products and/or Services in accordance with the terms and conditions specified in each Order.

6.5. Electronic invoices must be sent to us via SDI using the recipient code S9QZKDX.

Only suppliers who fall within the exceptions provided for by law and who have not signed up for electronic invoicing shall continue to send invoices solely and exclusively in PDF format to the email address **Fornitori.Vitalaire@airliquide.com**. Each invoice must always include the Order number, the number and date of the delivery note or RIT to which the invoice refers, the quantity and identity of the Products and/or Services, the unit prices and the total amount. Invoices must be made out to the company that placed the Order and, if issued on paper, sent to the registered office of the company that placed the Order.

Please note that the only valid purchase documents are those identified by 10-digit numbers beginning with the following numbers

95xxxxxxxx

94xxxxxxxx

98xxxxxxxx

92xxxxxxxx

Please note that the absence of the order number on the invoice may result in delays in complying with the agreed purchase conditions. If the situation persists over time, AL reserves the right to reject the invoice.

6.6. Payment shall be made by bank transfer based on the payment terms stated on the Order. The payment terms shall not be considered essential terms pursuant to Article 1457 of the Italian Civil Code.

6.7. In the event of a delay in payment of the sums due by AL, the Supplier shall not be entitled to suspend delivery of the Product or provision of the service.

6.8. AL reserves the right to offset all or part of the sums that AL owes to the Supplier with those that the Supplier owes to AL under the GTC or any other title.

## 7. Warranty

7.1. The Supplier declares and guarantees that the Products and/or Services are free from faults and defects, of excellent quality, produced in a workmanlike manner, fit for the purpose for which they were supplied and corresponding, in quantity and type, to the provisions of the Order.

7.2. The Seller further declares and warrants that, for a period of 12 months from the date of Delivery of the products or for the longer period agreed between the Parties (hereinafter the "Warranty Period"), the Products will be fully functional and/or suitable for the purposes for which they were supplied.

7.3. In the event that the Products present functional defects during the Warranty Period, the Supplier undertakes to repair or replace them, at AL's discretion, as quickly as possible and in any case no later than 15 working days from receipt of notification by AL. The Supplier shall bear the full cost of repairing or replacing the Products, as well as any other expenses or ancillary costs, such as, by way of example, transport, disposal of unusable Products and costs and damages indirectly incurred by AL's customers.

7.4. If the Supplier is unable to comply with the above, AL reserves the right to use another third party of its choice. All costs associated with this operation shall be borne by the Supplier.

7.5. The Supplier may not invoke the use of a third party to limit or exclude its liability under the warranty.

7.6. In the case of a Contract for Services or Contract for Works, the provisions and clauses set out in the specific contracts shall apply.

#### **8. Liability to third parties, insurance**

8.1. In the event that AL is sued as a result of the defectiveness or dangerousness of the Products, or due to a violation by the Supplier of laws or intellectual and/or industrial property rights of third parties, or for any other fact attributable to the Supplier's liability, the latter undertakes to hold AL harmless and indemnify it from any claim, claim or legal action brought by third parties and to compensate AL for all consequential damages suffered by the latter. In such cases, AL shall promptly inform the Supplier in order to make it aware of the situation and enable it to take action to limit the damage.

8.2. Without prejudice to the provisions of this article, the Supplier undertakes to take out, at its own expense, an insurance policy with an appropriate limit of liability with a leading insurance company to cover damage to property and persons arising from its activities. AL, its employees and collaborators and AL's customers are included among the beneficiaries of such coverage.

8.3. Upon signing the GTC, the Supplier undertakes to provide AL with a copy of the documentation certifying the existence, validity and effectiveness of the insurance cover.

#### **9. Spare parts**

9.1. These GTC apply to all additional orders for spare parts relating to the order for the main machinery.

9.2. In the case of Medical Devices, the supplier undertakes, for a period of 10 (ten) years or a period agreed between the parties, from the date of discontinuation of production of the medical device:

- to supply spare parts and consumables relating to the Product
- to indicate, in the event of unavailability of spare parts, alternative spare parts, the relevant supplier and to bear all costs necessary for any adaptation of the new spare parts to the product

#### **10. On-site interventions**

10.1. In the event of on-site interventions, the Supplier is required to comply with the legal and regulatory obligations in force at the date and place of the intervention. It is also required to comply with all general, safety and control provisions applicable on site. It shall ensure that its personnel comply with the instructions provided by AL to the employer at the opening of the site and during the course of the work.

10.2. Any failure to comply with the instructions and obligations in force, regardless of the damage that may result, exposes the Supplier to the risk that AL may decide to exclude it from the site itself. In this case, the Supplier shall have no claim against AL.

10.3. The instructions and obligations communicated by AL to the Supplier do not relieve the Supplier of its responsibilities. The Supplier remains responsible for all actions and conduct of its employees or agents and for the materials supplied for the execution of the works.

#### **11. Transfer of ownership - transfer of risks**

11.1. The transfer of ownership and the transfer of risks shall take place upon delivery of the products after they have undergone the inspection and acceptance procedures described in Article 4.

11.2 Without prejudice to any further obligations arising from applicable laws and regulations, if the purchased Products are classified as medical devices, pursuant to the Medical Devices Regulation and other applicable national legislation, AL and the Supplier undertake to establish procedures for:

- the registration and monitoring of the Products and Containers, so as to enable the Parties to be informed at their location at any time;
- forwarding notices and recalls of Products and Containers - reporting any incidents or risks of incidents relating to Products and Containers;
- the recall of delivered Products and Containers.

#### **12. Intellectual property rights**

12.1. The Supplier guarantees to AL that all Products and/or Services covered by the supply have not been and will not be produced, manufactured or supplied in violation of third-party rights and also guarantees to AL the freedom and lawfulness of the use and trade of said Products and/or Services, both in Italy and abroad.



**12.2.** The Supplier undertakes to defend and hold AL harmless from any claims, demands for damages, judgments, expenses and losses that may arise from the existence of patents or licences relating in whole or in part to the Products and/or Services covered by the Order. The Supplier shall, at its own expense, defend AL in court and in any case settle any legal action brought against AL.

### **13. Withdrawal and Termination**

**13.1.** AL reserves the right to withdraw from each Purchase at any time and without giving any reason, by giving written notice to the Supplier by registered letter with return receipt or certified email.

**13.2.** In the event that the Supplier fails to fulfil any of the obligations set out in Articles 4. (Deliveries), 7. (Guarantees), 8. (Liability to third parties, insurance), 12. (Intellectual property rights), 15. (Administrative Liability of Legal Persons), 18.5 (Transfer), AL reserves the right, at its sole discretion, to:

**a** Terminate, pursuant to Article 1456 of the Italian Civil Code, at any time, with immediate effect, the individual Purchase to which the breach relates and any other purchases, without prejudice to compensation for damages;

**b)** Give the Supplier a period of 20 working days to remedy the breaches found and comply with the provisions of the GTC, it being understood that if the breach persists beyond the expiry of the aforementioned period, AL may terminate by right and with immediate effect the individual Purchase to which the breach refers and any other purchases;

**13.3.** AL shall have the right to terminate the relationship with immediate effect by sending a notice to the Supplier by registered letter with return receipt or certified email in the event of:

- i.** Dissolution or liquidation of the Supplier, or
- ii.** Transfer, including by merger or demerger, to third parties of direct or indirect control of the Supplier, where the concept of control is referred to in Article 2359 of the Italian Civil Code.
- iii.** In the event of bankruptcy, composition with creditors, or other insolvency proceedings or, in any case, where the Supplier becomes insolvent.

**13.4.** Upon the occurrence of the cases provided for in the preceding paragraphs, the Supplier undertakes to immediately cease all use of the Intellectual Property Rights.

**13.5.** In the event of termination and/or withdrawal by AL from the Orders, the Supplier shall be entitled to payment of the amount due for the Products and/or Services provided up to the time of the withdrawal and/or termination taking effect.

### **14. Applicable law and jurisdiction**

**14.1. The GTC and individual purchases** are subject to Italian law.

**14.2.** Any dispute that may arise between the Parties in relation to the GTC and individual Orders, including those relating to their validity, interpretation, execution and termination, shall be referred to the exclusive jurisdiction of the Court of Milan.

### **15. Administrative Liability of Legal Persons**

**15.1.** By signing these GTC, the Supplier declares that it:

- being aware of the provisions of Legislative Decree No. 231 of 8 June 2001, as amended, concerning administrative offences committed by legal persons, as well as the rules issued by the Italian legal system on the fight against corruption (hereinafter, the "Relevant Regulations") and to undertake to comply with these provisions in a timely and consistent manner;
- never having committed any violations of the Relevant Legislation or engaged in any conduct punishable under the Relevant Legislation, and undertakes to notify AL of any circumstance that involves a potential violation of the Relevant Legislation;
- be aware that AL, in order to fully implement the Relevant Legislation, has: (i) adopted and effectively implemented an Organisation, Management and Control Model (hereinafter, the "Organisational Model") pursuant to and for the purposes of the Relevant Legislation, (ii) appoint a Supervisory Body, endowed with autonomy and independence, responsible for monitoring compliance with and effective implementation of the Organisational Model by the recipients and ensuring its constant updating; and (iii) adopt a Code of Conduct available at the following link: (<https://it.vitalaire.com/tools>). (iv) have adopted a reporting channel that complies with the requirements of Legislative Decree No. 24/2023 through which to report, even anonymously, any violations of this clause or behaviour that is not in line with the Code of Conduct or applicable laws. The procedures for making 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.

**15.2** With regard to the performance of the activities covered by this Contract, the Supplier declares and guarantees that it has issued and implemented instructions to its directors, employees and/or collaborators aimed at preventing the commission, including

attempted commission, of conduct punishable under the Relevant Regulations and undertakes to AL to maintain such instructions effectively implemented for the entire duration of this Contract.

**15.3** The Supplier is aware that any failure, even partial, to comply with the above declarations, warranties and obligations, which may reasonably result in negative consequences for AL, shall constitute a serious breach of this Contract and shall entitle AL to terminate the Contract with immediate effect pursuant to and for the purposes of Article 1456 of the Civil Code, by registered letter with return receipt or certified email, without prejudice to compensation for damages suffered by AL as a result of such failure.

## **16. Corporate Social Responsibility (CSR)**

**16.1.** AL undertakes to comply, without derogation or exception, with all national laws and international agreements on human rights, labour rights and respect for and protection of the environment, and requires its Suppliers to support and accompany AL in its Sustainable Development policy (see Code of Conduct for Suppliers of Goods and Services at <https://it.vitalaire.com/tools>).

**16.2.** AL requires its Suppliers, parent companies, subsidiaries, including employees and any contractors, to comply with the principles described in the aforementioned Code of Conduct and to ensure compliance with these principles at all levels.

## **17. Traceability of Financial Flows**

**17.1.** Pursuant to and for the purposes of Article 3 of Law No. 136 of 13 August 2010, as amended, in cases where the Supplier is a subcontractor or sub-contractor in the chain of companies involved in public works, services and supplies, it assumes the obligations of traceability of financial flows referred to in the above-mentioned law, under penalty of termination of the Order, and specifically:

- a) the obligation to use current accounts dedicated, even if not exclusively, to public contracts, and therefore to the Order, opened with banks or Poste Italiane S.p.A., with notification of the details of such accounts required by law to the entity involved and to AL;
- b) the obligation to carry out all financial transactions relating to public contracts, and therefore to the Order, by means of bank or postal transfer or other payment instruments suitable for ensuring the full traceability of transactions;
- c) the obligation to indicate the CIG (tender identification code) and, in the cases provided for by law, the CUP (unique project code) in the above-mentioned payment instruments;

**17.2.** The Supplier, as a subcontractor of AL in relation to a public contract, and AL, if they become aware of the failure of their counterparties to comply with the obligations of traceability of financial flows referred to in the aforementioned Article 3, Law No. 136 of 13 August 2010, undertake to immediately notify the entity involved and the competent prefecture.

**17.3.** The Supplier, as a subcontractor of AL in relation to a public contract, undertakes to include the clause referred to in paragraph 1 in contracts with its subcontractors in the context of public contracts and to send a copy of such contracts to the entity involved.

## **18. Miscellaneous**

**18.1. Amendments.** These GTC may only be amended in writing.

**18.2. Partial invalidity.** If any of the clauses referred to in these GTC becomes invalid or ineffective, this shall not affect the validity or effectiveness of the remaining GTC. The Parties undertake to negotiate, in good faith, a clause to replace the invalid or ineffective clause.

**18.3. Failure to acquiesce.** Failure to exercise any rights or powers provided for in these GTC shall not constitute acquiescence and shall in no way preclude their exercise by the party in whose interest such right or power has been provided.

**18.4. Assignment.** The Supplier is expressly prohibited from assigning any of the rights and obligations arising from the GTC and individual Orders to third parties without the prior written consent of AL. This is without prejudice to AL's right to assign individual purchases and/or rights and/or obligations arising from the GTC or individual purchases to any parent company, subsidiary or company subject to the joint control of AL's parent company. For the definition of control, please refer to Article 2359 of the Italian Civil Code.

**18.5. Assignment of credit.** Credit assignments, special collection mandates or other forms of payment delegation are never permitted.

**18.6. Product recall.** All costs incurred by a procedure to recall products or part of them from the market (recall procedure) shall be borne entirely by the Supplier.

**18.7. Force majeure and limitation of liability.** Neither Party shall be considered in breach of its obligations under these GTC if such breach is due to force majeure, meaning an unforeseeable and unavoidable event such as, by way of example, war, acts of terrorism, embargo, national strike, natural disasters and, more generally, any unforeseeable event beyond the control of the Party.



To this end, any delays by the Supplier's sub-suppliers shall not be considered events of force majeure. If the circumstances of force majeure persist for a period exceeding 20 working days, the non-defaulting Party shall have the right to terminate the individual Order.

**18.8. Confidentiality.** The Supplier undertakes not to disclose to third parties and to keep strictly confidential for a period of ten (10) years from the execution of the order or the termination of the contract, Confidential information of any nature (for example: commercial, technical, pharmaceutical, etc.), even in the event of termination for any reason of these GTC or individual Orders. The Supplier undertakes to use the documentation and information provided solely and exclusively for the fulfilment of the order and shall ensure compliance with the above by all its employees or contractors.

**18.9. Sp@ceAL81.** Legislative Decree 81/08 – The Supplier undertakes to ensure full compliance with AL's requirements regarding authentication, registration and data entry procedures for the Sp@ceAL81 portal, in the event that the service provided falls within the cases governed by Legislative Decree 81 of 2008 and its subsequent amendments, under penalty of invalidity of the Purchase Order. AL reserves the right to suspend payments to the Supplier if the breach persists.

**18.10 The Code of Conduct** is available at the following internet address (<https://it.vitalaire.com/tools>)

**18.11 Privacy and data protection** - Personal data will be processed in accordance with current provisions on the protection of personal data pursuant to European Regulation No. 679 of 27 April 2016 and Legislative Decree No. 196 of 30 June 2003, as subsequently amended and supplemented by Legislative Decree No. 101/2018.

In particular, AL informs the Supplier that their personal data necessary for the proper execution of the Contract will be processed in the manner and under the terms indicated in the information notice below

**Pursuant to and for the purposes of Article 1341, paragraph 2, of the Italian Civil Code, the Supplier declares that it is aware of and specifically approves in writing the following clauses: 5. Penalties for late delivery; 7. Warranty; 8. Liability to third parties, insurance; 13. Withdrawal and termination; 14.2 Jurisdiction; 15. Administrative liability of legal persons; 17. Traceability of financial flows; 18.4 Assignment; 18.5 Assignment of credit; 18.7 Force majeure and limitation of liability; 18.9 Sp@ceAL81.**

The SUPPLIER, (STAMP AND SIGNATURE)

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**ORDER CONFIRMATION**

Dear VITALAIRE ITALIA,

We hereby confirm receipt of your Purchase Order no. \_\_\_\_\_ and accept it in its entirety, with the General Terms and Conditions of Purchase attached.

The SUPPLIER, (STAMP AND SIGNATURE)

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**Pursuant to and for the purposes of Article 1341, paragraph 2, of the Italian Civil Code, the Supplier declares that it is aware of and specifically approves the following clauses in writing: 5. Penalties for late delivery; 7. Warranty; 8. Liability to third parties, insurance; 13. Withdrawal and termination; 14.2 Jurisdiction; 15. Administrative liability of legal persons; 17. Traceability of financial flows; 18.4 Assignment; 18.5 Assignment of credit; 18.7 Force majeure and limitation of liability; 18.9 Sp@ceAL81.**

The SUPPLIER, (STAMP AND 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