



## GENERAL CONDITIONS OF PURCHASE RAICAM GROUP

TCP-01  
October 2018

### 1. General

- 1.1. The contractual relationship (the "Agreement") between the "Buyer" and the "Supplier" will be regulated exclusively by the following terms of purchase (the "Conditions of purchase"), by Supplier Requirements Manual (the "Manual"), if any, and/or by eventual technical specifications (the "Specifications") and by each order of purchase issued by the Buyer (the "Order"). The "Buyer" will be Raicam Industrie S.r.l. and/or other Raicam Affiliate; Raicam Affiliate shall mean any legal entities with respect to which now or hereafter Raicam Industrie S.r.l. directly or indirectly holds 50% or more of the nominal value of the issued share capital.
- 1.2. The Order will be sent by e-mail, Certified e-mail, registered letter with advice of receipt, telefax or other means agreed between the parties. The Order can be agreed for an indefinite period (Open Order) and in this case the Supplier can withdraw with at least 6 months' notice to be communicated by Certified e-mail or registered letter with advice of receipt and without prejudice to the execution of the current orders; the Buyer may instead interrupt the execution of the Open Order with a three-month notice, unless a shorter term agreed between the parties or in case of urgency. The Supplier will not be entitled to any compensation for the interruption and, during the expiry of the notice period, all the contractual conditions will be equal.
- 1.3. Unless otherwise indicated by the Buyer, the acceptance of the Order must be submitted to the Buyer within the period of three days from its receipt by the Supplier; the Order shall become irrevocable as of the moment when conforming written acceptance of the Supplier will arrive at the address of Buyer, sent by e-mail, Certified e-mail, registered letter with advice of receipt, telefax or other means agreed between the parties, provided that it is in compliance with the aforesaid term of three days: after three days the Buyer will have the right to refuse acceptance of the Order. These General Conditions prevail over the Supplier's conditions of sale.
- 1.4. It will not be valid, effective or binding for the Buyer any consent / approval of the Supplier expressed for conclusive facts such as, by way of example and not exhaustive, tacit Order acceptance, execution of the Order prior to acceptance, and other similar or equivalent commercial practices / procedures, however named.
- 1.5. Any change, addition or exception to the Conditions of purchase and / or to the Order and any other agreement, adverse to them or statement by mutual consent of termination of the Agreement shall be valid only if specifically approved in writing by Buyer, by means of its legal representative or its employees authorized in writing by the Buyer's legal representative.
- 1.6. Any change, addition or exception to the Manual and / or Specifications shall be valid if specifically approved in accordance with paragraph 1.4.
- 1.7. The Supplier shall not subcontract to third parties, not even partially, the execution of the Order; shall not assign / transfer to a third party, not even partially, the obligations, rights or claims / credits arising from the Order and from the Agreement and can not subcontract to third parties, even partially, the Order without prior written consent of Buyer. In any case, the Supplier remains the sole responsible for the correct execution of the Order and of the General Conditions of purchase and will hold the Buyer harmless from any claim made by its employees, suppliers and subcontractors.
- 1.8. Any tolerance of any behaviour, also repeated, of one of the parties, not corresponding to the Order, to one or more of the clauses of these Conditions of purchase or to one or more of the requirements of the Manual and / or of any Specifications will not prejudice in any case the right of the other party to request, at any time, the application of the same provisions / clauses.
- 1.9. The invalidity of individual clauses of the Conditions of purchase or of the Manual and / or any Specifications shall not affect the validity of the remaining clauses of the Agreement.
- 1.10. In case of conflict between the clauses of the Conditions and the clauses of the Manual and / or of any Specifications, the clauses of the Conditions of purchase shall prevail.
- 1.11. In case the Supplier will undergo a direct or indirect change of control, or in case of an asset or share sale, the Buyer shall have the right to cancel the current orders.

### 2. Terms of delivery and period of validity of Agreement

- 2.1. The terms set out in the Order for deliveries and/or for the execution of works or services are binding only for the Supplier, which is bound to deliver the goods and/or to complete the works or services in the quantity specified in the Order and in the place indicated by the Buyer
- 2.2. The goods delivered in advance of the scheduled date for the deadline may be rejected by the Buyer; in such case, if the Supplier fails to provide for the immediate withdrawal of the goods, the goods will be returned at the expenses and risk of the Supplier, and all costs, including custody/care, storage and / or warehousing will be charged to the Supplier.
- 2.3. In case of failure to return the goods delivered in advance, payment terms specified in the Order will remain unchanged and the costs of custody, storage and / or warehousing of goods will be charged to the Supplier.
- 2.4. In case of delay in deliveries, even partial, except as provided in paragraph 2.5, the Buyer shall be entitled to:
  - a) charge the Supplier a penalty for delay at 2% of the price of the goods not delivered within the time specified for each week of delay, without prejudice to any other different percentage specified in the Order that will prevail;
  - b) acquire the goods not delivered on the market at current price, with costs and risks at the Supplier's charge;
  - c) cancel with immediate effect and by right, the Agreement, and anyway revoke/cancel the Order, through simple communication.In the event of delay, even partial, in the execution of the contracted works or services, except as provided in paragraph 2.5, the Buyer will be entitled to:
  - d) charge a penalty to the Supplier for the delay amounting to 1% of the total price agreed for the service or the work, for each week of delay, without prejudice to any other different percentage specified in the Order that will prevail;
  - e) cancel with immediate effect and by right, the Agreement and in anyway revoke/cancel the Order through simple communication.This is without prejudice, in any case, the right of Buyer to compensation for major all the direct or indirect damages and economic losses resulting from late delivery, even partial.
- 2.5. In the event that the performance of the Order is prevented, hindered or delayed by the occurrence of proven circumstance of force majeure, the delivery term shall be deemed extended and the new term will be determined by mutual agreement between the parties, this provided that the Supplier has informed the Buyer promptly of the occurrence of the circumstance of force majeure and taken all necessary measures to mitigate its effects. The circumstance of force majeure can not be invoked by the Supplier if it arises after the expiry of the delivery term. If the circumstance of force majeure determines a delay in delivery exceeds twenty days, or even a delay less than 20 days but incompatible with the production needs of the Buyer, the latter shall have the right to revoke/cancel the Order and terminate the Contract, in whole or in part, by means simple notification to the Supplier.
- 2.6. If the delivery of the goods is prevented, hindered or delayed by proven circumstance of force majeure such as, but not limited to, war, embargo, government action, riot, strike, fire or other circumstances, due to any cause whatsoever outside the control of the Buyer, any responsibility for the latter will be excluded and the delivery time will be automatically extended for a period of time equivalent to that in which the receipt of delivery is prevented, hindered or delayed.

### 3. Delivery, acceptance of the goods and warranties

- 3.1. Marking, packaging, labelling, identification, shipping, transport and delivery of goods to be delivered must be done in accordance with any requirements specified in the Order and in the Manual and / or Specifications if any.
- 3.2. The Supplier is responsible for the packaging that must be appropriate in relation to the object of the supply and to the means of transport and storage used for the delivery, as well as in compliance with the regulations in force: all direct and indirect damages caused by lack of packaging shall be exclusively borne by the Supplier. Each packaging unit shall be legibly marked on the outside with the indications required by current legislation on transport and with those relating to particular storage conditions. These indications will also include: Order number, lot number, goods supplied, personal details and addresses of both the sender and the recipient, quantity delivered, gross and net weight.
- 3.3. The property and the risks of the goods to be delivered shall pass to the Buyer when the goods have been safely off-loaded at the destination and under the conditions specified in the Order, any retention of title clause is considered as non-binding.



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- 3.4. Together with the goods or afterwards must be delivered also the advice note bearing the Order number, the Supplier's code number, the Part Number of goods, the unit of measure, the quantity of goods delivered; any different or additional terms and conditions or clauses contained in the advice notes or other documents submitted upon delivery will not be valid, effective or enforceable against Buyer, even if signed by the Buyer's staff.
- 3.5. Delivery or payment of goods, works or services may not be deemed as acceptance of the same, which must be carried out by the competent offices of the Buyer. Following acceptance, the Supplier must strictly comply with the agreed delivery time, under penalty of indemnifying the Buyer of all direct and indirect costs, especially in relation to those concerning the stop of the production chain at the Purchaser and/or at his client/s, arising from failure to comply with the agreed delivery time. The Buyer will still have the right to cancel the Order and to charge the Supplier any cost inherent to the further supply order eventually addressed to a third party supplier.
- 3.6. The Supplier shall guarantee that the goods conforms as to quantity with the Order and with the Manual and / or with any Specifications and with as stated in the advice notes; if quantitative differences (discrepancies) are found, the Buyer shall be entitled to:
- reject the part of the delivery resulting in excess, with the power, if the Supplier fails to provide for the immediate collection of the goods, to return the surplus at the expense and risk of the Supplier, charging all costs to the Supplier, including custody, storage and / or warehousing; in the period between the notification of the discrepancy and the return, the risks on the goods in excess will be exclusive responsibility of the Supplier;
  - retain/accept the part of delivery resulting in excess, by paying the price stated in the Order;
  - require, upon a simple request, that the Supplier delivers immediately, at its own expenses and risks, the missing part; otherwise, the Buyer may exercise the rights provided for in paragraph 2.4 with regard to the missing part.
- The quantitative discrepancies must be reported to the Supplier by the Buyer within ninety days after delivery of goods.
- 3.7. The Supplier guarantees, for the time of two years after delivery, unless otherwise specified for the goods subject to expiry, the proper functioning, the absence of defects and full compliance with the quality of the goods and works as agreed, also with regard to any technical information delivered by the Buyer (see section 5.1) and as required by law in force at the time of delivery, including the current regulations concerning hygiene, safety, pollution, protection of workers, also taking into account the regulations in force in the States possibly concerned by the goods supplied and by the marketing of vehicles in which the aforementioned goods will be incorporated. In this regard, the Supplier undertakes to indemnify and hold the Buyer harmless from any action that may arise as a result of failure to comply with these provisions, assuming all the related consequences. In case malfunctions, defects or deviations are detected, the Buyer shall be entitled to:
- obtain from the Supplier the immediate replacement or - at Buyer's choice - repair of the part of delivery affected, at risk of Supplier and all costs at Supplier's charge, including costs of identification and / or sorting of the defective or non-conforming goods and works, custody, storage, warehousing and / or return of goods;
  - recover the defective or non-conforming goods and works through supplementary machining, with all costs and risks at Supplier's charge;
  - obtain a price reduction to an extent corresponding to the decrease in the final commercial value of the goods involved.
- If the exercise/assertion of the rights referred to in subparagraphs a), b) and / or c) do not provide a benefit to the Buyer, the Buyer, at his own incontestable discretion, may terminate, with immediate effect and by right, through simple communication, the Agreement and return the part of delivery involved, even if already used, at the Supplier's risk and expense; in case of impossibility of the Supplier to receive at his own expense the portion of the delivery concerned, the Buyer may destroy or dispose of the goods to third parties, and charge the costs to the Supplier. Defects or quality non-conformities must be reported to the Supplier by the Buyer within one hundred and eighty days of discovery; after the notice of deviations, the concerned goods shall be at the Supplier's sole risk.
- 3.8. The Supplier agrees to carry out the supply due for a period of ten years from the sale of the last vehicle included in the range that incorporates the goods supplied.
- 3.9. In the event that the Buyer or its customers or the competent authorities carry out a recall campaign of vehicles or spare parts to replace or repair goods subject of this delivery that are malfunctioning, defective, non-conforming, unreliable or not in compliance with regulatory requirements, the Supplier will be obliged - without limitations of liability and even if the problems occur after the expiry of the guarantee referred to in paragraph 3.6 - to deliver free of charge and at no cost for the Buyer the materials needed to carry out the campaign of recall or remediation and will be obliged also to reimburse the cost of disassembly and assembly operations.
- 3.10. In case of any claims by third-parties against the Buyer as a consequence or in connection with malfunctions, defects, unreliability or non-conformity of the goods of this supply, the Supplier shall be obligated to indemnify the Buyer - without limitations of liability and also if the claims are made known to the Buyer after the expiry of the guarantee referred to in paragraph 3.6 - against all negative consequences, including direct or indirect damages to persons or property and with reference to the requirements of EC Directive of 25 July 1985, no. 85/374 and by national applicable legislations; the Buyer will give prompt notice to the Supplier of the rights or claims of third parties of which it becomes aware
- 3.11. The exercise of the rights mentioned in paragraphs 3.5, 3.6, 3.7 and 3.8 will not prejudice, anyway, the Buyer's right to compensation for all direct or indirect damages and economic losses, including, for example and not limited to, damages of image, loss of customers and loss of earnings, with expressed exclusion of limitations of liability of the Supplier.
- 3.12. If required by the Buyer, the Supplier undertakes, with express waiver of any claim for damages, to promptly change the characteristics of the product, service or work required or to immediately cease the production and/or the supply. In this case the Buyer will be obliged to take at its own expense, unless otherwise agreed, the products already completed or in progress for a quantity that, in any case, can not be higher than the sum of the deliveries scheduled for the following fifteen days upon notification of change or cancellation.
- 4. Prices, invoices and payments**
- 4.1. The prices indicated in the Order will be fixed and invariable and are to be considered subject to "duty delivered and paid-DDP" provision as set forth in 2010 Incoterms and subsequent amendments and integrations, unless different and express indication contained in the Order itself.
- 4.2. Price increases will be excluded on the basis of cost or production increases or on the basis of change in value or in price of raw materials, unless otherwise agreed in writing pursuant to paragraph 1.4. No Party shall suddenly interrupt the performance of the Order; the party whose price proposal will be rejected at the end of a negotiation carried out in good faith may cancel the Order in compliance with the provisions set forth in the present General Conditions, but in case of cancellation form the Supplier, the Buyer shall ensure business continuity and the performance of his obligations towards his clients until the new start of the supply subject of the cancelled Order with an alternative supplier.
- 4.3. The invoice must indicate the fiscal data of the Supplier, unit prices, total price, the VAT rates and all other data required by paragraph 3.3 for the delivery notes, in the same progression followed in the delivery note to which the invoice relates; any different or additional terms and conditions or clauses contained in invoices or other documents supplied with the invoices will not be valid, effective or enforceable against Buyer even if signed by the Buyer's staff.
- 4.4. The supplies will be paid by Buyer in accordance with the terms and at the dates indicated in the Order, after receipt of delivery note and invoice issued in accordance with the requirements of paragraphs 3.3 and 4.3, in any case, the Buyer shall not be required to pay the amount until he has had the opportunity to check the goods, services and works.
- 4.5. Without prejudice to its own rights, the Buyer may reject and / or suspend, in whole or in part, payment of invoices if the Supplier is in default on contractual obligations and / or if the Buyer suffers direct or indirect damages or it is aware of rights' claims of third parties over provided goods and / or demands due to malfunctions, defects, lack of reliability or non-conformity of goods delivered; the Buyer may also compensate for and / or deduct from any credits of the Supplier its own credits (counterclaims) for reimbursement of direct or indirect damages, economic loss or for detriment / injury relating to the performance of the Agreement, of the Order or to other contractual relationships between the parties.
- 4.6. It is prohibited to the Supplier to issue bills of exchange (drafts) or bank receipts, unless agreed in writing, for the payment of supplies; otherwise, if bills of exchange or bank receipts will be issued, they will not be withdrawn and the Supplier will be responsible for all direct or indirect damages resulting from failure to withdraw of the bills of exchange or of bank receipts.
- 5. Technical information, industrial and intellectual properties, confidentiality**



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- 5.1. Technical Information - that is any kind of information or documentation both technical and technological, as well as patterns or samples that the Buyer may put eventually at the Supplier's disposal - shall remain the exclusive property of Buyer and they may only be used for fulfilment of orders of this latter, the Buyer.
- 5.2. With regard to the technical information, the Supplier is required to:
- keep the technical information with the utmost care and confidentiality and return them to Buyer upon simple request of the latter, the Buyer, and at the end of the delivery, unless otherwise agreed in writing in accordance with paragraph 1.4.;
  - distinguish them as property of the Buyer, if the Buyer has not already done so;
  - not reproduce or copy them, if not within the limits specifically authorized by the Buyer, and not to transmit them or to disclose the contents to third parties;
  - transfer without consideration in the exclusive right to the Buyer the patents or other industrial property rightly obtained in relation to inventions, models, drawings and other intangibles developed jointly or with the only economic contribution of the Buyer;
  - do not produce or let be produced and/or supply to third parties, for any reason, directly or indirectly, goods designed or produced for the Buyer through the exploitation of the technical information mentioned above;
  - impose and to ensure the compliance with the obligations arising from this article to any third party cooperating with him to which he has been authorized by the Buyer to transmit the technical information mentioned above in the Order's execution.
- 5.3. The Supplier represents and warrants that the goods supplied and the works carried out do not infringe upon third parties' rights of industrial or intellectual properties and undertakes to perform any fulfillment aimed to maintain the validity of his intellectual and industrial property rights related to the supplies and the unencumbered usage of said supplies.
- 5.4. In the case of infringements of rights or of claims of third parties relating to industrial and intellectual properties on provided goods and works, the Supplier will be obligated to indemnify the Buyer against all direct and indirect damages and prejudices; the Buyer will give timely notice to the Supplier of rights or claims of third parties of which it becomes aware.
- 5.5. The Supplier undertakes for itself and its servants and agents, even after the cessation of relations with them, not to publicize its business relationship with Buyer and to keep confidential all technical, commercial or other information of which it becomes aware in occasion of the accomplishment of the Agreement.
- 5.6. In case of Order cancellation, the Supplier hereby authorizes the Buyer to complete, or to appoint other to complete, the equipment or the machinery possibly subject of the supply and guarantees or ensure that a third party will guarantee the related maintenance, and expressly renounces to enforce any intellectual and/or industrial property right toward the Buyer and any third party acting upon Buyer appointment. For such purposes, the supplier undertakes to send to the Buyer, upon request, all the technical documentation and the know how related to the equipment and machinery subject of the supply and the related components.
- 5.7. In case of breach of the obligations set forth in the present clause the Buyer shall have the right to cancel the Order.

**6. Quality, checks and equipment**

- 6.1. The Supplier undertakes to carry out and / or to make carry out all tests and / or checks needed to establish the safety, reliability and suitability for the intended use of the goods subject to supply as well as the conformity of the goods and of the production process with all requirements of regulations in force, including those relating to safety at work, protection of health and of environment, of which the Supplier ensures full respect, undertaking to indemnify the Buyer against any negative consequence, without limitation of liability, including in relation to government actions (acts of Authority).
- 6.2. The Supplier warrants to have a suitable product liability policy with adequate ceiling for the insurance of all risks and the coverage of all direct and indirect damages arising from the supply of goods to the Buyer and undertakes, upon request of the Buyer, to provide copy of the same. Said product liability policy does not constitute a limitation of the Supplier's liability.
- 6.3. The Supplier shall provide to the Buyer, upon request, any information and documentation on the tests and / or on the checks carried out on goods supplied and on the production process, as well as the copies of all permits, authorizations or licences, however denominated, required by the applicable regulatory requirements for the practice of its own activities (business operations), production, export and supply of goods.
- 6.4. The results of the tests and / or above checks shall not bind the Buyer; eventual approval of supplied goods performed by the technical departments of the Buyer shall not relieve nor will limit the liability and the warranties of the Supplier.
- 6.5. The Supplier undertakes to grant access, upon reasonable notice, to the Buyer's personnel in the premises in its own firm, and in those of his possible subcontractors, in order to carry out inspections and controls on methods, in place, of the production process and / or of the testing and on the compliance with provisions of regulations in force, giving the Buyer the possibility to test the goods subject of the supply, without dispense or limit, for that, the Supplier from its liability and warranties.
- 6.6. If the Order provides for or includes the provision of one or more services (also continuing), the Supplier will have to fulfil the obligations laid at its own expense by the Agreement with the best diligence, by providing the necessary resources for this purpose, as well as employing staff with a suitable technical and professional competence, duly trained for the duties entrusted.
- 6.7. The equipment (drawings, mouldings, machinery, etc.) that the Buyer provides to the Supplier for the execution of Order, as well as the gears possibly built on request and on behalf of the Buyer, including all the related intellectual and industrial property rights, remains exclusive property of the Buyer and shall be returned to him on the expiry, termination or voidance of the Order; Supplier shall be responsible for its loss, destruction, damage and misuse. Buyer's exclusive ownership of said equipment, as well as its exemption from enforced execution proceedings and its non-assignability shall be expressly mentioned on a dedicated identification plate placed upon the equipment. The Buyer shall be entitled to recover said equipment in any moment. Equipment is deemed to be lodged at Supplier's premises and shall not be used by the Supplier in any case except for the performance of the Order, nor shall be replicated, provided for third parties use, constitute a pledge and/or any other form of security. The Supplier, as a depositary, guarantees the perfect maintenance and preservation of the equipment, and shall at any time and upon request provide the Buyer with a complete inventory of said equipment. Furthermore, in case of loss, theft, destruction or premature wear, the Supplier guarantees to replace the equipment and, for such purpose undertakes to enter into an appropriate insurance policy to cover all direct and indirect risks and damages, and to provide the Buyer with a copy of said insurance policy upon request.

**7. Law and Jurisdiction – Resolution of disputes**

- 7.1. The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the Buyer (Raicam ordering entity) is located, as applicable.
- 7.2. The Supplier and the Buyer each consents to the exclusive jurisdiction of the competent courts in (i) the country or state in which the Buyer (Raicam ordering entity) is located; or (ii), at the option of the Buyer, the jurisdiction of the entity of Supplier to which the Order was placed, or (iii), at the option of the Buyer, for arbitration in which case Clause 7.3 applies. Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.
- 7.3. If so chosen by the Buyer in accordance with Clause 7.2, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration, which Supplier and Buyer declare to be known to them. The Supplier and the Buyer agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Milan, Italy; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the the Buyer (Raicam ordering entity) or, at the option of the Buyer, the jurisdiction of the Supplier's entity having received the order; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Clause 7.1.
- 7.4. The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

**8. Certification of origin of goods and preferentiality (free trade agreements)**



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8.1. The Supplier is obliged to send to the Buyer the "Declaration of Origin of products" with an original character under a preferential regime, in accordance with EU Regulation 2013/952 and EU Regulation 2015/2447.

**9. Corporate Social Responsibility**

- 9.1. The Supplier undertakes to act exclusively within the limits of the laws in force and, in particular, to comply with the rules of fair competition.
- 9.2. The Supplier also undertakes to operate in compliance with the principles and the rules set forth in the Ethic Code adopted by the Buyer. In particular:
- The Supplier expressly undertakes not to commit prohibited acts or to incite or help third parties to commit such acts. In particular, such prohibited acts include the offer, grant, request or acceptance of illicit payments, indemnity or other benefits for itself or for third parties.
  - The Supplier undertakes not to use forced labour, regardless of its form.
  - The Supplier agrees not to use any person under the age of 15, unless there is government approval such as vocational training or apprenticeship.
  - The Supplier undertakes not to use disciplinary practices of physical abuse.
  - If the Supplier uses subcontractors to perform work on the goods or their components, the Supplier undertakes to use only subcontractors who will comply with the requirements of this section. The Supplier is obliged to check the conformity of the subcontractor.

**10. Personal data**

- 10.1. For the purpose of or in connection with this Agreement, the Supplier may come to process information in any form relating to an identified or identifiable individual ("Personal Data"), including sensitive data, of individuals whom personal data is provided to Supplier via the products by (or at the direction of) the Buyer such as/i.e., consumers and employees. This Clause sets out the terms and respective rights and duties of the Parties in respect of such Processing of Personal Data.
- 10.2. The duration of the Processing is intended as the Term plus the period from the expiry of the Term until deletion or return of Personal Data by Supplier in accordance with this Agreement.
- 10.3. The Supplier undertakes and warrants that it and its personnel involved with the performance of this Agreement shall:
- i. process all Personal Data in accordance with all laws and regulations applicable to the Processing, protection, confidentiality or security of Personal Data and all further instructions provided by the Buyer with regard to the Processing. When used in this Agreement, "Processing" shall mean any operation or set of operations performed by automatic means or otherwise, including, without limitation, the collection, recording, rearrangement, organization, storage, loading, adaptation or alteration, retrieval, consultation, display, use, disclosure, dissemination, removal, erasure or destruction of Personal Data, ("Process" and "Processed" shall be construed accordingly);
  - ii. process the Personal Data appropriately and accurately and only insofar as necessary to provide the products;
  - iii. not Process the Personal Data for purposes not so authorized or so instructed by The Buyer;
  - iv. ensure that only those Supplier personnel involved with the performance of this Agreement shall have access to the Personal Data and shall require such Supplier personnel to protect and maintain the confidentiality and the security of the Personal Data;
  - v. the Buyer acknowledges and agrees that Supplier may engage Sub-Processors to Process Personal Data. The Supplier shall ensure that Sub-Processors are contractually bound to the same data protection obligations with respect to the Processing of Personal Data as those to which Supplier is bound under this Agreement. The Supplier remains fully liable to the Buyer for the Sub-Processor's performance of the contract, as well as for any acts or omissions of the Sub-Processor in regard to its Processing;
  - vi. implement appropriate technical and organizational security measures to ensure an appropriate level of security and protect Personal Data;
  - vii. cooperate with the Buyer where this is necessary for the performance of the Buyer' data protection impact assessments;
  - viii. not disclose the Personal Data to any third party without the prior written approval of the Buyer. In case of a request for disclosure to a competent governmental or semi-governmental authority or court, if permitted by law, Supplier shall inform the Buyer of the exact nature of the request and the legal obligation to comply with such request;
  - ix. inform the Buyer without undue delay after the Supplier or any Supplier personnel has become aware of a Personal Data Breach. The Supplier shall promptly take all necessary and appropriate corrective actions to remedy any deficiencies in its security measures, and take any action pertaining to such security incident required by applicable law and by the Buyer;
  - x. not hold Personal Data any longer than necessary for the purpose of performing, or having performed any obligation under this Agreement. Subject to Supplier's legal and regulatory obligations with regard to the Personal Data, Supplier shall ensure that Supplier and Supplier personnel that Processes the Personal Data on its behalf (a) promptly returns all Personal Data in its possession or control and all copies thereof to the Buyer and/or to a third party of choice of the Buyer upon Buyer' first request; and (b) upon termination of the Agreement, for whatever reason, ceases to use the Personal Data and at the Buyer' sole option arranges for either the prompt and safe return to the Buyer and/or to a third party of choice of the Buyer or the secure deletion and destruction of all the Personal Data together with all copies in its possession or control;
  - xi. ensure that transfers of Personal Data to Supplier's affiliates or Sub-Processors will occur on the basis of a legally recognized transfer mechanism if Personal Data would be transferred outside the European Economic Area as necessary to provide the products;
  - xii. inform the Buyer without undue delay of any complaints, requests or enquiries received from the data subjects, including but not limited to requests to access, rectify or delete Personal Data. The Supplier shall not respond to the data subjects directly except where specifically instructed by the Buyer. The Supplier shall in any event cooperate with the Buyer to address and resolve any complaints, requests or enquiries from the data subjects;
  - xiii. make available to the Buyer all information necessary to demonstrate compliance with the obligations applicable to the Processing and laid down in this Agreement.