

General Terms and Conditions of Sale and Informative Note on processing personal data of Gruppo DP S.p.A.**GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale are applied to all sales contracts concluded between Gruppo DP S.p.A. (hereinafter Gruppo DP) and their Customers, having registered offices both in Italy and abroad. In the case of contrasts between the General Terms and Conditions of Sale herein and terms and conditions agreed upon in writing for a single supply contract, the latter will prevail. Gruppo DP will not be for any reason bound by any general terms and conditions of sale belonging to the Customer, not even if the latter had forwarded them to Gruppo DP or had made specific reference to them, save for explicit and formal acceptance by Gruppo DP in writing by the legal representative pro tempore. Gruppo DP reserves the right to change these General Terms and Conditions of Sale without obligation to give notice, always assuming that the new terms and conditions shall only apply to the orders placed after the latter were published on www.gruppodp.com website.

1 Intellectual property rights and trademarks.

Intellectual property rights pertaining to products, trademarks, texts, literature or multimedia material, software and/or applications, Internet websites and/or literature published on social networks or anyhow online, copyrights and any other, nothing being excluded, are the total and exclusive property of Gruppo DP and communication of the latter to the Customer or any usage of the latter by said Customer, be it possibly authorised by Gruppo DP, shall not create, in relation to the latter, any entitlement or claim on the part of the Customer, who hereby agrees not to take any action incompatible with the ownership of intellectual property rights or which could anyhow be detrimental to the rights of Gruppo DP. The trademarks of sold products may possibly be trademarks belonging to Gruppo DP or, in some cases, belonging to third-party Companies. GRUPPO DP, Asso, and Softblade are, and shall in any case remain, trademarks registered at international level owned by Gruppo DP. The Customer will not have any whatsoever authority to register the trademarks (either registered or not) of products subject to supply. The Customer will not have any whatsoever authority to use the trademarks of products subject to supply for advertising purposes or otherwise without formal written authorization from Gruppo DP beforehand. In any case also in this sense the Customer shall not perform any act likely to be detrimental to the rights of Gruppo DP. In the event that the Customer has registered one or more trademarks of the sold products, the latter shall irrevocably agree to transfer said registered trademarks to Gruppo DP, at own care and expense and without claiming anything for any reason immediately upon first and simple request.

2 Supply of products.

The Customer shall furthermore forward specific orders to Gruppo DP containing a description of the products, the required quantity, price and required terms and conditions consignment and delivery of the goods. Before formalizing the supply with Gruppo DP, the Customer is obliged to check that the products the latter intends to order conform under all points of view (solely as an example in terms of quality, safety, labelling, information to be communicated to consumers, etc...) to regulatory provisions from time to time in force in the country where these products will be resold and/or used. Should the Customer fail to perform said check, then the latter will have no right to take action or raise objections against Gruppo DP complaining about the non-conformity of the product to national regulatory provisions in the country of destination and Gruppo DP will in any case be entitled to demand total payment of the agreed price. Gruppo DP will be free to accept or not the orders at their own unquestionable judgement. The sale shall be considered as concluded: the moment the Customer receives a written confirmation from Gruppo DP or, failing a written acceptance from Gruppo DP, the moment the products will be forwarded or delivered to the Customer. The price of sale shall be the one indicated from time to time in the order confirmation sent by Gruppo DP for each single supply or, failing said confirmation, indicated in the invoice. Any price lists sent or published will only be of an indicative value and are not in any way binding for Gruppo DP. Should the material be supplied on supports to be returned, the invoice will contain the wording "empty to be returned" together with a description and the quantity of supports sent and the Customer will be obliged to return the empty supports to the warehouse from time to time indicated by Gruppo DP in Italy and entirely at their own care and expense within the term of 180 days (as from the date of receipt of material), this having elapsed Gruppo DP may invoice the value of the latter to the Customer and claim relevant payment, which the Customer shall pay out by and not exceeding 60 days.

3 Supply of OEM products (with Customer trademark).

Should the subject of sale be products bearing a trademark owned by the Customer, then the latter will guarantee Gruppo DP the full and unreserved ownership of said trademark and authorize Gruppo DP to use the trademark for the purpose of producing the products subject to supply. Should the Customer not be the owner of the trademark but may legitimately make use of it in virtue of a different right, then the latter is obliged to inform Gruppo DP about this in writing, indicating all the details of the owner of the trademark and authorization to use the latter, and in said case Gruppo DP will be free, at own discretion, to contact the owner of the trademark to check on the legitimate usage. The Customer undertakes to hold Gruppo DP free from any whatsoever claim or action taken even by third parties in this sense or from penalties possibly issued subsequent to default or incorrect compliance with what has been established above. It being understood that should the Customer, for any whatsoever reason, fail to collect the products produced with their own trademark (or with the trademark of third parties which the latter may legitimately make use of), the term of 30 days having elapsed from when the goods had been rendered available, Gruppo DP will be authorized to sell the latter on the market without any limit to price or territory, always save for the obligation of the Customer to hold Gruppo DP free from any and every whatsoever cost or expense or liability derived from the latter. The price of sale of OEM products to the Customer will be the one indicated from time to time in the order confirmation sent by Gruppo DP for each single supply; any price lists or proposals sent are of an indicative value only and are not in any way binding for Gruppo DP.

3.1 Technical details and OEM product conformity.

The Customer is charged with and is exclusively responsible for establishing, assessing and communicating to Gruppo DP the technical details of the finished product (e.g. intended use, sizes and measurements, physical and mechanical specifications, information on service life and wear etc...) and information to be applied to the packing of the finished products packed with their own trademark (or with the trademark of third parties which the latter may legitimately make use of), amongst others with explicit reference to any regulatory provisions, rules and regulations, local or international customs and practices concerning origin, provenance, technical details of the products and relevant traceability, etc ... The Customer shall therefore be entirely responsible for the technical details and other information on the products packed with their own trademark (or with the trademark of third parties which the latter may legitimately make use of). The Customer agrees to hold free Gruppo DP from all and any whatsoever claims and actions taken by third parties in this respect or penalties possibly applied subsequent to default or incorrect compliance with what has been established above and with the regulatory provisions in force in the country of destination of the goods.

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3.2 Approval of item table forms (product sheets) - consequences.

Item tables are product sheets that summarise the technical, aesthetic and packaging characteristics of the OEM product under the customer's brand name - or under the brand name of a third party that the customer can legitimately use - including as an example only: type and colour of the line, graphic label and packaging, type of packaging, technical information and any other kind of information to be printed on the product. The Customer, approving the item table declares and guarantees that the technical characteristics indicated in the item table and to be printed on the product (as an example only: diameter, breaking strength, any indications on product safety and disposal of the product and of the packaging) were carefully evaluated by him, determined and decided by him taking into account the regulations in force in the country of destination of the goods. The Customer requires Gruppo DP to report these technical characteristics as indicated in the item table on the product and assumes all responsibility for this by indemnifying Gruppo DP from any liability for indication of technical data that may result incomplete, incorrect and/or not in compliance with any applicable regulations.

4 Competition and exclusiveness.

Save for any other agreements entered, to be formulated absolutely in writing by Gruppo DP and precisely by the legal representative pro tempore, acceptance and or putting the signature to these General Terms and Conditions of Sale and/or any supply of products do not entitle the Customer to any exclusive rights towards Gruppo DP. The Customer shall behave correctly and in good faith, shall not sell or manufacture products the same or similar or comparable to those belonging to Gruppo DP, the likeness and similarity whereof being understood as the combination of shapes, colours and combination of colours likely to mislead or create confusion.

5 Payment – Delay in payment.

The terms for payment will be those established from time to time for each single supply. Payment shall be made, with expenses and bank and currency exchange charges borne by the Customer, in Italy exclusively to the bank accounts under the name of Gruppo DP as indicated by the latter in writing. It is forbidden to pay in cash, through crypto-currency or in any case through untraceable means. All payments shall be made in compliance to tax, customs, currency, banking and anti-money laundering regulatory provisions in force in Italy, European Community and in the country where the Customer have their registered offices. Payment shall be made exclusively in the currency established by contract or in the order confirmation. The Customer shall promptly reimburse Gruppo DP for any losses in exchange rates or for expenses pertinent to currency exchange should they pay in a currency differing from the one agreed upon and likewise, in any case, any other whatsoever expense or commission charged to Gruppo DP by the Customer's bank. The Customer shall totally and punctually honour their payment obligations. Save for a differing written agreement reached beforehand, any bank charges for payment will be exclusively borne by the Customer. In the event of delay in payment Gruppo DP reserves the unconditional right to suspend the supply, irrespective of the extent of value and of the delay in itself. Save for specific written authorisation by Gruppo DP by the legal representative pro tempore to be issued from time to time, it is absolutely forbidden to pay in kind or return the supplied goods subsequent to the incapacity of the Customer to provide payment. In the event of delay in payment Gruppo DP will be entitled to interest on arrears to the extent established by Legis. Decree n. 231/2002 as well as any expenses borne subsequent to default, due to the credit insurance to open and manage the claim or legal, judicial and extrajudicial expenses. Should the Customer pay indirectly through an associated company or an assigned company, the latter shall inform Gruppo DP in writing explaining the nature of the relationship between the Customer and the company making the payment. Gruppo DP may, at its own unquestionable judgement, refuse payment made by a third party and return the payment paid in to the remitter, net of banking expenses and any losses due to currency exchanges, subsequently claiming payment directly from the Customer.

5.1 Payments in advance.

The Customer is obliged to effect the advance payment as contractually provided, unless otherwise agreed in writing, exclusively by bank transfer to the Italian bank account under the name of Gruppo DP and communicated by the latter in writing in the order confirmation.

- Should the terms of payment agreed for each single supply establish payment in advance for the latter in a lump sum upon placing the order and the Customer fail to effect the payment within the agreed terms – or in any case should the latter not provide for payment by and not exceeding thirty days from the request/order confirmation – then Gruppo DP will be entitled to immediately cancel the contract, save for the right of Gruppo DP to lay claim to the Customer to pay for any damages suffered and expenditures borne.

- Should the terms of payment agreed for each single supply establish advance payment of the latter in a lump sum upon placing the order and the Customer fail to totally effect payment by the agreed terms but pay a lower sum, – or in any case should the latter fail to provide total payment by and not exceeding thirty days from the request/order confirmation – then Gruppo DP will be entitled to immediately cancel the contract withholding a sum equal to ten percent of the total value of the supply by way of a penalty, save for the right of Gruppo DP to be paid for any further damage suffered and for expenditures borne.

- Should the terms of payment agreed for each single supply establish advance payment of the latter in a lump sum before dispatching the goods ready (or, after dispatch, establish advance payment before consigning the documents pertinent to the goods to the Customer), and the Customer fail to effect total payment within the agreed terms or pay a lower sum – or in any case fail to pay the total due by and not exceeding fifteen days from request – then Gruppo DP will be entitled to immediately cancel the contract withholding a sum equalling twenty percent of the total value of the supply by way of a penalty, save for the right of Gruppo DP to be paid for any further damage suffered and for expenditures borne.

- Should the terms of payment agreed for each single supply establish advance payment of the latter in a lump sum upon ordering and the balance by payment in advance before dispatch (or, after dispatch, advance payment of the balance before consigning the documents pertinent to the goods to the Customer), it is understood that should the Customer fail to promptly pay the total balance as requested by Gruppo DP – or in any case fail to pay the total balance by and not exceeding fifteen days from request by Gruppo DP – then Gruppo DP will be entitled to immediately cancel the contract withholding a sum equalling twenty percent of the total value of the supply by way of a penalty, save for the right of Gruppo DP to be paid for any further damage suffered and for expenditures borne.

6 Credit insurance and changes in Customer corporate assets.

Gruppo DP will be entitled to suspend the execution of obligations derived from the sale of products should the Customer be in default, should the latter lose the subjective requirements or should any permits and/or licences necessary to purchase and/or import the products subject to the sale expire or be revoked, should the latter fail to regularly and punctually honour their commitments, in the event whereby they could be party to insolvency proceedings or should the corporate assets or financial status evidence the impossibility or problem to regularly and punctually honour their commitments. Gruppo DP may likewise suspend the execution of their commitments should the country where the Customer have their registered offices or destination of the goods be subject to embargo or present limits to international payments and currency transfer. Always given and confirmed the aforementioned, Gruppo DP will furthermore be entitled not to deliver the products pertinent to the Customer orders, even if confirmed, should their own credit insurance be unable to guarantee the commitments of said Customer.

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Gruppo DP will return any sums already paid by the Customer net of the expenses borne and without prejudice to the right to take action for payment of damage incurred.

7 Times of delivery or shipment, delivery terms and conditions.

The delivery times indicated in the order confirmation are to be considered merely indicative, unless otherwise established in a specific agreement to be explicitly formalized beforehand in writing. Save for a different written agreement, Gruppo DP may in any case proceed to partially execute the order depending on whether the goods are available. The delivery terms and conditions for the goods will be those from time to time indicated in the order confirmation. For cases of sale in Italy the terms of delivery shall be Carriage Forward (goods travelling at the risk and under the responsibility of the Customer, which directly bears the cost of transport), Carriage Paid (goods travelling at the risk and under the responsibility of the vendor, with the possibility of charges in the invoice for costs of transport and insurance). For cases of export the terms of delivery, the transfer of risk and the costs of transport, insurance and any customs fees and duties shall be governed on the basis of Incoterms rules (ICC latest version), as stated in the order confirmation.

8 Right to lien.

This condition (right to lien) applies exclusively to goods supplied to Customers with registered office in Germany. Gruppo DP remains owner of the goods up until all the credits, including accessory credits, all claims for damages and cheques and bills of exchange are paid.

9 Technical data, characteristics and origin of products.

The technical characteristics of products (as written on the latter products, on packaging/packing, advertising material or on the website) are purely indicative as the latter could be affected by specific environmental and/or conservation conditions as well functionally altered depending on the methodology and instruments used to establish them. The Customer must therefore check, at own care and expense, said characteristics before the product is put on the market and immediately send a written report, via registered letter with advice of receipt, to Gruppo DP on any problems, defects or faults found. Any information or data pertinent to characteristics and/or technical and aesthetic specifications of products listed in price lists, catalogues, websites or similar documents are only binding to the extent whereby said data had been specifically and officially mentioned in writing and specifically indicated as binding by Gruppo DP upon order confirmation. The range of products available is susceptible to continual evolution and change and the technical characteristics, graphics of products and packing may undergo changes without any obligation to serve notice beforehand. Products may be either of EU community or non-community origin and, upon written request from the Customer, Gruppo DP may communicate the origin of each product supplied. The Customer is obliged to make sure that, before putting them on the market, the latter conform, under all points view (solely as an example in terms of quality, safety, labelling, information given to consumers, etc...), to the regulatory provisions from time to time in force in the country where these products will be sold.

9.1 Intended use of products and information to be given to consumers.

The Customer is obliged to identify and market the products exclusively for the scope and intended use for which they had been designed, taking care to provide consumers with any information provided for by regulatory provisions in force in the country of destination of the goods.

10 Promotional activities.

The Customer may carry out, at own care and expense, promotional and advertising activities in relation to the products purchased, but any whatsoever advertising material (e.g. brochures, articles published in magazines, commercials on TV, social networks, Internet and other media) bearing trademarks or images of the supplied products will be submitted to Gruppo DP for written approval beforehand. Gruppo DP reserves the right to release said approval at own unquestionable judgement. Said activity, even though authorized by Gruppo DP, will be performed at the exclusive care, expense and risk of the Customer, will not give rise to any liability to be borne by Gruppo DP and neither will it give rise to any right in favour of the Customer, neither by way of a refund of expenses nor for any other reason. It does however remain understood that when performing said activity the Customer undertakes to comply with applicable regulatory provisions in force on such matters comprising, solely as an example, those governing privacy, copyrights and distinctive signs.

10.1 Customer's online promotional activity – authorisation to use contents.

In the cases regulated under point 10 above and should the Customer create or publish digital online promotional activities (web pages, online catalogues, posts on social networks, videos on sharing platforms, blogs, tutorials, etc ...) pertinent to Gruppo DP products or business, prior to written authorization from the latter or in any way make reference to the latter it is understood that Gruppo DP may – freely, without any time or geographical limits and gratuitously – use said materials for own advertising or promotional communication activities both online (solely as an example to republish or reconnect the latter to their own websites or on own social network pages) as well as other communication channels. As from now the Customer specifically waives the right to claim anything from Gruppo DP and specifically holds Gruppo DP free from any whatsoever liability in the event of actions, also taken by third parties, in this sense.

10.2 Publication of the Customer's personal and contact data on the websites (or other digital platforms) of Gruppo DP.

Gruppo DP and the Customer expressly agree that the personal and contact data of the Customer (by way of example name/name, business address, e-mail address, website and telephone number and/or mobile) may be published on the websites (or other digital platforms such as apps) of Gruppo DP in order to provide customers with the contact details of the distribution network where they can request information and/or purchase products (for example, the "store locator" service on the website). They further agree that Gruppo DP may publish such data (or not) at its sole discretion and in the forms and times it deems most appropriate, and may also delete and/or update them at its discretion without prior notice. The Customer hereby expressly waives the right to demand anything from Gruppo DP with regard to the provisions of this point 10.2.

11 Termination of business relationship.

In the event of termination, for any whatsoever reason, of the business relationship, the Customer will not be entitled to lay any economic claims, also of a compensatory nature or otherwise, deriving from business possibly performed and/or for what has been provided in these terms and conditions and/or for any other reason. Any whatsoever compensation or claim deriving from a possible consolidation of the product's image on the market, from development of volume of business and/or for any other whatsoever reason is furthermore excluded. As from now the Customer specifically waives any right, action and objection in this sense.

General Terms and Conditions of Sale and Informative Note on processing personal data of Gruppo DP S.p.A.**12 Disputes pertinent to quality of products.**

Any claims in relation to the condition of packaging, quantity, number or external characteristics of the products (apparent faults) shall be reported to Gruppo DP via registered letter with advice of receipt, under the penalty of termination within 7 days from the date of receipt of products. Any claims on faults not identifiable during diligent control upon receipt (hidden faults) shall be reported to Gruppo DP via registered letter with advice of receipt within 7 days from discovery of the fault and anyhow by and not exceeding twelve months from the date of invoice. It is understood that any claims or disputes will not give the Customer the right to suspend or delay payments for the products subject to dispute, least of all the other supplies.

13 Warranty and limitations to liability.

Gruppo DP shall not guarantee conformity of products with special specifications or technical characteristics and neither their eligibility for a specific usage, if not to the extent whereby said technical characteristics had been specifically and officially agreed with a written guarantee in the individual sales contract or in a document to this end, specifically mentioned in the latter contract and undersigned by the Gruppo DP legal representative. In the event of faults, poor quality or non-conformity of products Gruppo DP shall only be obliged to supply products to replace the faulty ones. Said guarantee consisting in the obligation to replace the products absorbs and replaces the guarantees and liabilities provided for by law and excludes any other liability for Gruppo DP, be it contractual or extra-contractual, anyhow originated by the supplied products (solely as an example compensation for damages, loss of earnings, collection campaigns, etc. ...). As from now the Customer specifically and irrevocably waves any right, action and objection to any further claims in this sense.

14 Data processing.

The Customer declares to have received and read the informative note drawn up by Gruppo DP referred to processing the personal data of their customers and their representatives pursuant to regulatory provisions in force comprising the EU Regulation 679/2016 and subsequent amendments or supplements. See website www.gruppodp.com for a copy of the informative note attached hereby to these Terms and Conditions.

15 Force Majeure.

Gruppo DP may suspend the execution of their contractual obligations, apart from the aforementioned cases or those provided for by law, when said execution has been rendered impossible or excessively expensive by an unforeseen obstacle beyond their control such as, merely as an example: natural calamities, war, requisitions, strikes, blackouts, delays in delivery or substantial increases in the price of components or raw materials, without, for this reason, the possibility for the Customer to lay claims or raise objections. Should the suspension due to force majeure last for more than four weeks Gruppo DP will be entitled to cancel the contract, without, for this reason, the possibility for the Customer to lay claims or raise objections.

16 Prohibition of resale in countries subject to economic and commercial sanctions or embargoes.

The Customer declares and warrants that the goods purchased from Gruppo DP will not be sold, exported, re-exported or otherwise sent, directly or indirectly, to countries subject to economic and commercial embargoes or sanctions imposed by the European Union, the United Nations, the United States of America or any other competent authority. In relation to the goods purchased from Gruppo DP, the Customer undertakes to comply with the laws and regulations applicable to export controls and economic sanctions, as well as not to take any action that may result in a violation of these regulations. The customer shall undertake its best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by possible resellers. In the event of violation of the provisions of this paragraph, the Customer acknowledges that he will be fully responsible to Gruppo DP for any legal or financial consequences, or damage of other nature arising from such violation and undertakes to indemnify Gruppo DP for any damage he may suffer.

17 Disputes, applicable legislation, competent law court. The terms and conditions of sale and individual contracts/relations, as well as every dispute possibly arising are exclusively subject to and governed by Italian law. The application of the United Nations Convention on Contracts for International sale of goods or other international conventions related to the law and to the regulatory provisions applicable to the sale of goods or services is strictly excluded. Any dispute possibly arising between the Parties will be exclusively put to Italian jurisdiction, namely to the exclusive jurisdiction of the Genoa (Italy) law court.

For full acceptance,

Date

The Customer

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Pursuant to arts. 1341 and 1342 of the Italian Civil Code the Customer declares their approval specifically for the clauses pertinent to nos. 1) Intellectual property rights and trademarks - Prohibitions - Obligation to transfer trademarks, 2) Customer's obligation concerning knowledge of and compliance with conformity regulations in force in the countries of destination of goods and relative commitments – consequences, 3) Supply of OEM products – Ownership of trademarks and exoneration – Communication of characteristics/information – Exoneration – Uncollected products – Consequences, 3.1) Technical details and OEM product conformity – holding free of liability and exoneration, 3.2) Approval of item table forms (product sheets) – consequences, 4) Competition and exclusiveness – Obligations/Prohibitions, 5) Payment, terms and conditions of payment, Customer's commitments – Delay in payments – Suspension of supply – Forbiddance to return goods – Interests and expenses – Payment by third parties, Gruppo DP faculty to refuse, 5.1) Payments in advance – Termination in event of fault – Compensation against damages and penalties, 6) Credit insurance and changes in Customer corporate assets – Suspension of services, 7) Times of delivery or shipment, delivery terms and conditions – Partial execution order – Delivery terms, 8) Right to lien for sales in Germany, 9) Technical data, characteristics and origin of products – Check on characteristics – Immediate report, 9.1) Intended use of products and information to be given to consumers, 10) Promotional activities – Non-existence of Customer rights, 10.1) Customer's online promotional activities – authorisation to use contents – Customer's waiver and exoneration, 10.2) Publication of the Customer's personal and contact data on the websites (or other digital platforms) of Gruppo DP - 11) Termination of business relationship – Waiver to claims and actions, 12) Disputes pertinent to quality of products – Termination – Annulment – Forbiddance to suspend payments, 13) Warranty and limitations to liability – Non-existence of guarantees – Limitation to liability - Waivers, 15) Force Majeure – Suspension of execution – Waivers, 16) Prohibition of resale in countries subject to economic and commercial sanctions or embargoes – consequences - 17) Disputes, applicable legislation and jurisdiction, competent law court.

For full acceptance,

The Customer

Information sheets concerning the products (including important safety information) available on-line www.gruppodp.com/safety



General Terms and Conditions of Sale and Informative Note on processing personal data of Gruppo DP S.p.A.**INFORMATION FOR CUSTOMERS AND SUPPLIERS ON THE PROCESSING OF PERSONAL DATA**

The **Controller of personal data**¹ (pursuant to the legislation on personal data protection²) Gruppo DP S.p.A. (VAT IT03436170108) with headquarters in Genoa (Italy), Via Trento 43/3, PEC HR.GRUPPODP@REGISTERPEC.IT provides, also to ensure fair and transparent treatment, the following information:

CATEGORIES OF PERSONAL DATA AND PROCESSING METHODS

The data processed are personal³, common and identifying⁴ data provided by you⁵, and related to you and/or your representatives and referents collected from you or other subjects, or otherwise processed in the course of relations with the Controller.

The processing will take place in paper format and using computer tools with security and confidentiality profiles suitable to guarantee the security and confidentiality as well as to prevent unauthorized access to personal data.

PURPOSE OF THE PROCESSING

The processing is carried out for the following purposes:

1. in the fulfilment of specific obligations or tasks provided for by EU legislation, laws, regulations, as well as for organizational, administrative, accounting, insurance, tax, legal, secretarial, correspondence necessities;
2. pre-contractual/contractual obligations arising from the cooperation/supply contract relationships entered into/between and for the purposes provided for in the general conditions of sale/purchase;
3. quality and reliability control;
4. recovery of claims;
5. protection of rights⁶.

LEGAL BASIS OF PROCESSING

The processing of personal data for the purposes indicated in points 1 and 2 of the previous paragraph is necessary for the execution of the contract to which you are a party or for the execution of pre-contractual measures taken at your request and is also necessary to fulfill obligations legal/regulatory to which the Data Controller is subject (art. 6 (1) letter b) and c) of the GDPR).

The processing of data for the purposes referred to in points 3, 4 and 5 of the previous paragraph is necessary for the pursuit of the legitimate interest of the Controller (art. 6 (1) lit. f) GDPR).

POSSIBLE CONSEQUENCES OF FAILURE TO PROVIDE DATA

For the personal data indicated above limited to those whose communication to the Controller results from a legal/regulatory or contractual obligation or is necessary for the conclusion of a contract the failure of the data subject to communicate the information will result in the following consequences: impossibility to establish/continue and manage the relationship or to comply with legal obligations.

For the processing of data based on legitimate interest, the Controller has made a balance of necessity and proportionality of the same with your rights. This processing is carried out until the right of opposition is exercised in accordance with the procedures described in the following paragraph "Rights".

¹ Hereinafter referred to as "Holder".

² See EU Regulation 679/2016 (hereinafter GDPR), D. Lgs. 101/2018 and D. Lgs. 196/20013 and ss.mm.ii. See also European Data Protection Regulation 679/2016 (hereinafter GDPR).

³ That is, any information concerning an identified or identifiable natural person («interested»); is considered to be identifiable the natural person who can be identified, directly or indirectly, with particular reference to an identifier such as name, identification number, location data, an online identifier or one or more elements characteristic of its physical, physiological, genetic, psychological, economic, cultural or social identity.

⁴Or by third parties.

⁵ This includes Vs. employees or collaborators, whose data are processed in the performance of supply services/ pre-contractual and/ or contractual and to which you undertake on behalf of the Controller to provide the information referred to herein and collect any necessary consents.

⁶ Such as for example recovery of claims, whether customers, disputes concerning the goods, suppliers, etc.

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Recipients/categories of recipients of personal data are:

- Natural persons authorized by the Controller to process personal data after signing a confidentiality agreement;
- Financial administration;
- Public Administrations;
- Lawyers and consultants;
- Auditor of accounts;
- Customers/Suppliers;
- Insurance and credit institutions and related companies;
- Consultants and debt collection companies.
- Companies managing documents digital preservation (Digital preservation is a standardized process that can ensure authenticity, integrity, reliability, legibility and availability to an IT document. The historical memory of the information is preserved and it is not "simply" archived, but its full legal validity and constant usability over time is ensured);
- Companies providing IT services, providers of digital signature credentials (e.g. Certification Authority, Qualified Trust Service (QTSP) providers etc.), service providers digital transaction management of approval and document signing.

These entities normally operate as independent controllers of the data⁷, unless they have been designated processors.

The names of the Data Processors can be requested from the Data Controller by writing to hr.gruppod@registerpec.it.

TRANSFER

The Data Controller does not transfer personal data to recipients outside the EEA.

CONSERVATION

For personal data whose communication to the Controller results from a legal/regulatory or contractual obligation or is necessary for the conclusion of a contract or continuation of the relationship, the possible failure of your communication entails as a consequence the impossibility to establish and/ or manage/ continue the contractual relationship and/ or collaboration/ supply/ sale/ contract.

For the processing of data based on legitimate interest, the Controller has made a balance of necessity and proportionality with your rights. This processing is carried out until the right of opposition is exercised in accordance with the procedures described in the following paragraph "Rights".

RIGHTS

The data subject has the right - in the cases provided by law: to request, with reference to personal data, access, rectification; the cancellation of the event; the portability of information; the limitation of processing; to object to the processing; not be subject to a decision based solely on automated processing, including profiling, which produces legal effects affecting him or which similarly significantly affects his person.

To exercise these rights, the data subject may contact the Controller at the addresses indicated above.

RIGHT TO COMPLAIN

The data subject has the right to lodge a complaint with the Data Protection Authority.

AUTOMATED DECISION-MAKING, INCLUDING PROFILING

No automated decision-making processes and/or profiling are carried out⁸.

⁷ Except as specified below.

⁸ As referred to in Article 22 of the GDPR.

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DIFFERENT ENDS

If the Data Controller intends to further process the data for a purpose different from that for which they were collected, it will provide the data subject with information about this different purpose and any other relevant information before such further processing.

Please return a copy of this duly signed, we send you our best regards.

The Data Controller

Gruppo DP S.p.A. - Nicola Dagnino – President of the BOD

We declare that we have received the above information and also that we have returned on behalf of the Data Controller the above information to any other interested parties to whom the data provided refer.

Received, read and understood the information ex art. 13 and 14 EU Regulation 679/2016.

Signature