



Standard Terms and Conditions of Sale for Products, Services and Software

GERMANY

Vertiv Integrated Systems GmbH

1. DEFINITIONS

In these Standard Terms and Conditions of Sale:

"Buyer" means the legal entity purchasing the Products, Services and/or Software licenses in accordance with the Contract;

"Contract" means the agreement made between Buyer and Seller for the supply of the Products, Software and/or Services concluded on the Effective Date in accordance with Seller's order acknowledgment, if any, Seller's quotation, and these Standard Terms and Conditions of Sale together with all other documents contained or expressly referred to therein;

"Contract Price" means the price for the supply of the Products, Services and/or Software agreed between the parties in the Contract;

"Documentation" means the list of documents required under the Contract;

"Effective Date" means the date of Seller's acceptance of Buyer's order by way of Seller's order acknowledgment or as otherwise defined within the Contract;

"Embedded Software" means licensed software and/or firmware which are preloaded, or to be loaded into the Products;

"Installation" - the fixing into position of the Products, and their connection to Buyer's infrastructure (as applicable);

"Intellectual Property Rights" means all (i) rights in intellectual property, including patents, trade and service marks, trade names, right in designs, copyrights, moral rights, and rights in databases, in all cases whether or not registered or able to register in any country for the full term of such rights including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world; and (ii) all trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical information;

"Plant" - all facilities, machinery, apparatus, articles, materials and things to be provided by Buyer to be used in conjunction with or in association with the Products and/or the Service of the Products;

"Products" means the goods, including spare parts ("Parts") (except as set out in Clause 13), and Documentation to be supplied by Seller in accordance with the Contract;

"Seller" means the legal entity selling the Products, Services and/or Software licenses in accordance with the Contract;

"Service" means the work(s) as defined in the Seller's quotation and/or scope/statement of work to be supplied by Seller in accordance with the Contract;

"Site" - the place(s) identified in the Contract where the Products are to be delivered, installed and/ or Services performed;

"Site Acceptance Tests" - the tests specified in the Contract or as otherwise agreed in writing between Buyer and Seller;

"Software" means computer Software which may include associated media, printed materials and online or electronic documentation to be supplied by Seller in accordance with the Contract;

"Trade Compliance Laws" means all applicable import, export control and sanctions laws, regulations, orders and requirements, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established, or from which Products, VERTIV Standard T&Cs of Sale - Rev. 01/2019

Software, Services and technology may be supplied or delivered to.

2. THE CONTRACT

2.1 These Standard Terms and Conditions of Sale apply to all Contracts. Buyer's terms or conditions shall not apply. Seller shall only be bound by statements, warranties and representations expressly referred to in the Contract.

2.2 Seller's order acknowledgement shall always prevail over any conflicting terms or provisions of the Contract.

2.3 No alteration or variation to the Contract shall apply unless agreed in writing by both parties.

3. PRICES

3.1 Prices are those agreed between the parties in the Contract.

3.2 Prices are for Products delivered EXW Incoterms 2010 (or such later version as amended) and are exclusive of packing. Packing materials are non-returnable.

3.3 Additional charges as agreed or otherwise, at Seller's standard rates, will be invoiced to Buyer, and Buyer shall be liable for any of the following: **(i)** any Services not specified in the Contract; **(ii)** any Services performed at times other than Seller's standard office hours; **(iii)** if reasonable site and/or equipment access is denied or delayed to Seller; **(iv)** any cancelled, aborted, delayed or prevented visits arising from the actions or omissions of the Buyer; **(v)** parts and labour specified as excluded within Seller's quotation and/or scope/statement of work or the Contract; and **(vi)** transport and/ or insurance costs associated with any special delivery arrangements requested by Buyer and agreed to by Seller.

3.4 Buyer hereby acknowledges and accepts Seller's right to invoice Buyer for Services, as requested by Buyer, pursuant to this Clause 3, without the prior receipt of Buyer's purchase order.

3.5 Prices are exclusive of Value Added Tax and any other taxes, duties, levies or other like charges.

4. INVOICING AND PAYMENT

4.1 Unless otherwise agreed in writing:

- (i) Products and Software will be invoiced at any time after their readiness for dispatch has been notified to Buyer,
- (ii) Annual Services will be invoiced yearly in advance
- (iii) Non annual Services will be invoiced upon completion, or if agreed otherwise in the Contract.

4.2 Unless otherwise agreed, Buyer shall pay invoice(s) in full, within 30 days of the date of invoice, to the bank account and in the currency specified in the Contract or in the invoice. Payments can only be made from bank accounts in the country of Buyer's incorporation and from bank accounts in its own name

4.3 Without prejudice to Seller's other rights, Seller reserves the right to: (i) charge interest at a minimum rate of 6% per year on any overdue sums or at a higher rate in accordance with the applicable law during the period of delay; (ii) withhold shipment or otherwise suspend performance of the Contract, in the event of Buyer's failure to pay or in Seller's reasonable opinion it appears that Buyer is likely to breach an obligation under the Contract or under any collateral contract between the parties ;



and/or (iii) require at any time full payment of the invoice; and/or (iv) terminate the Contract for non-payment or late payment pursuant to Clause 19.1.

4.4 Buyer is not entitled to set off any claim against Seller that is due and payable against any debt to the Seller that is due and payable (e.g. invoices). To the extent permitted under applicable law, in the event of a claim issued by the Buyer, the latter shall not be entitled to suspend or postpone any payment obligation whatsoever under the Contract.

4.5 No discount for prompt or early payment is granted.

5. DELIVERY, TITLE AND RISK

5.1 Products will be delivered Carriage Paid To (CPT) Incoterms 2010 (or such later version as amended) to the destination named in the Contract; freight, packing and handling will be charged separately at Seller's rates then in effect at the time of delivery and shall be added to the purchase price. Seller shall be entitled to make partial deliveries. Claims for shortfalls in Contract deliveries shall be void if made more than 7 days after the delivery in cause.

5.2 Subject to Clause 11, title and risk to the Products shall pass to Buyer at the time of delivery of the Products to the carrier at the place agreed in the Contract.

5.3 Dates for delivery of the Products and Software or completion of Services are only estimated forecasts and apply from the Effective Date. Exceeding such dates shall not result in Seller's default. If Buyer's acts and/or omissions impact, delays or prevents Seller's performance, the delivery/completion period and price shall be adjusted accordingly. If delivery is so prevented, or if having been notified that the Products and Software are ready for dispatch Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Products and Software into a suitable store at Buyer's expense. Upon placing the Products and Software into store, delivery shall be deemed to be complete, title and risk shall pass to Buyer and Buyer shall pay Seller accordingly.

6. FORCE MAJEURE

6.1 The Contract shall be suspended, without liability, in case of a Force Majeure Event. A Force Majeure Event is any circumstance beyond the reasonable control of the party affected, which delays or prevents its performance of the Contract, including but not limited to: Acts of God, war, armed conflict or acts of terrorism, civil unrest, fire, explosion, accident, flood, sabotage, governmental decisions, actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), strike, lockout or injunction. This shall not apply to Buyer's obligation to pay any invoices due. If, due to a Force Majeure Event, either party is delayed or prevented from performance of its obligations for more than 180 calendar days, either party may terminate the then unperformed portion of the Contract by written notice to the other party, without liability provided that Buyer shall be obliged to pay Seller's reasonable costs and expense associated with any work in progress and to pay for all Products and Software delivered and Services performed as at the date of termination.

7. INSPECTION(S) AND TESTING

7.1 Seller shall inspect and test Products (excluding Parts) in accordance with Seller's standard inspection and test procedures. Buyer shall be liable for any fees associated with additional inspection(s) or test(s) requested by Buyer and agreed upon by Seller. Should Buyer fail to attend any scheduled inspection(s) or test (s) as previously agreed, such tests shall continue as planned and be deemed to have taken place in the presence of Buyer.

8. SITE FACILITIES

8.1 To enable Seller's obligations under the Contract in respect of the Services to be expeditiously and properly carried out Buyer will provide at no cost to Seller all facilities and assistance reasonably required by Seller which may include but shall not be limited to the following:

a) suitable access to the Site, continuous and unrestricted access to the Plant and to the Products, satisfactory foundations and environmental conditions for the Products, adequate lifting facilities and scaffolding, all unskilled labour, any masons', joiners' or builders' work necessary, suitable security and protection for the Site and for the Products from time of delivery, any electrical power in accordance with Seller's requirements, lighting and heating needed, suitable sanitation facilities and drinking water (reasonably close to the point(s) of installation of the Products) and all other necessary facilities and assistance.

c) a safe working environment (including where appropriate, safety induction procedures and special protective clothing).

d) adequate first-aid and medical facilities at or adequately close to the Site.

8.2 Buyer will be responsible for ensuring that the Plant is correctly installed and fit for its purpose and that any necessary minor adjustments to be made to the Plant are carried out expeditiously.

8.3 Unless otherwise agreed Seller will not be responsible for unloading the Products and moving it to the place of Installation. If, in Seller's sole opinion, the Site environmental conditions are not suitable for the Installation of the Products or the performance of Services, a safe working environment does not exist on Site or if Buyer fails to have provided any facility or assistance to be provided by it under the Contract, Seller's obligations to provide Services shall be suspended (without liability to Seller) until the conditions have been rectified to Seller's satisfaction and any time limits for completion of the Services shall be appropriately extended. If the Products have suffered loss, damage or deterioration after delivery and before Services commence, the Products shall be put in a satisfactory condition at Buyer's cost before Seller shall be obliged to proceed.

9. SUPERVISION OF INSTALLATION

9.1 Where Seller is responsible for supervision of Installation or part thereof, Seller shall provide the services of one or more competent personnel to give instruction to the labour provided by Buyer.

9.2 The labour provided by Buyer shall remain the servants of and under the control of Buyer. Seller shall not be liable for any act or omission of such labour.

9.3 The labour provided by Buyer shall in all respects be of adequate skill and sufficient in number to allow Seller to carry out its obligations in accordance with this clause 9.

10. SITE ACCEPTANCE TESTS

Where Seller is responsible under the Contract for the performance of the Site Acceptance Tests:-

10.1 When Installation is complete to Seller's satisfaction, Seller will give notice to Buyer of the commencement of the Site Acceptance Tests. Unless otherwise agreed in the Contract, the Site Acceptance Tests will be conducted in accordance with test procedures mutually agreed between the parties.

10.2 If Seller is unable to proceed with Site Acceptance Tests on the due date for commencement thereof due to reasons within the control of Buyer, or if the Products fails to pass the Site Acceptance Tests due to reasons outside Seller's control, the Products shall be deemed to have been



taken over and the site acceptance certificate shall be deemed to have been signed by Buyer. In either event the Site Acceptance Tests, or repeats thereof, shall be conducted at a time to be agreed and any additional costs incurred by Seller shall be to the account of Buyer.

10.3 If during the Site Acceptance Tests any of the Products are found not to be in accordance with Seller's specifications, Seller shall promptly make good the defect. Thereafter the Site Acceptance Tests shall be repeated in accordance with this Clause 10.

10.4 When the Products have passed Site Acceptance Tests, Buyer shall sign a Site Acceptance Certificate. The Site Acceptance Certificate may record that the Products have passed the Site Acceptance Tests but subject to reservations related to minor non conformities to Seller's specifications, which will be rectified by Seller at a time to be agreed.

10.5 The signature of the Site Acceptance Certificate by Buyer shall, save in the case of fraud or dishonesty relating to, or affecting any matter dealt with therein, be conclusive evidence of the sufficiency of the Products and any Services provided by Seller in connection with the Contract.

11. WARRANTY AND DEFECTS

11.1 WARRANTY ON PRODUCTS

11.1.1 Seller warrants subject to the other provisions of the Contract, (i) good title to and the unencumbered use of the Products and (ii) that Products manufactured by Seller shall conform to Seller's specification(s), comply with all applicable statutory requirements and be free of defects in materials and workmanship. If prior to the expiry of the Warranty Period (as defined in section 11.1.3) and in any case within thirty (30) days after Buyer's discovery of any warranty defects within the Warranty Period, Buyer notifies Seller thereof in writing, Seller shall, at its option, and as Buyer's exclusive remedy, repair, correct or replace or refund the purchase price for that portion of the Products found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

11.1.2 Consumables, including, without limitation, glass parts and electrodes, membranes, liquid junctions, electrolytes and reagents, O-rings, plastic tubes, elastomers, etc. are warranted to be free from defects in material and workmanship under normal use and service for a period of ninety (90) days from the date of shipment by Seller.

11.1.3 Except as otherwise expressly stated in Seller's applicable specification(s), the warranty period for Products is 12 calendar months from putting Products into operation or 18 calendar months after their delivery, whichever is sooner ("**Warranty Period**"). Products repaired or replaced shall be subject to the unexpired portion of the Warranty Period or for ninety (90) days from the date of their return to Buyer, whichever expires the later.

To the extent permitted under applicable law, repaired or replacement items will be delivered by the Seller at the Seller's cost to the Buyer's mainland site in Germany or, if the Buyer is located outside Germany, FCA in Germany.

11.2 WARRANTY ON SERVICES

11.2.1 Seller warrants subject to the other provisions of the Contract that it will perform the Services as described by the Seller and subject to the scope of work with all reasonable skill and care applicable to Seller's industry. Seller warrants that all Services performed shall be free from defects in workmanship for a period of ninety (90) days from completion of Services. Except for warranty provided by the Parts manufacturer, the Parts furnished hereunder are furnished as-is, with no warranty whatsoever. The sole and exclusive remedy for breach of any

warranty hereunder shall be limited to, at Seller's sole option, either correct performance for that portion of the Services found by Seller to be defective or refund of the price paid for the defective Services.

11.3 WARRANTY SCOPE AND EXCLUSION

11.3.1 Products and spare parts sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

11.3.2 No other representations, warranties or conditions of any kind, express or implied, shall apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Products or Services except for those described within the Seller's scope of work and for those particular purposes which have been clearly disclosed by Buyer and specifically accepted by Seller to fit specific Buyer's requests. These warranty terms represent Buyer's exclusive remedy for defects.

11.3.3 Notwithstanding Sub-clauses 11.1. and 11.2 Seller shall not be liable for any defects or non-conformities to Seller's specification caused by (i) fair wear and tear, (ii) accident, (iii) materials or workmanship as made, furnished or specified by Buyer, (iv) non-compliance with Seller's storage, installation, or operation instructions or environmental specifications, (v) unsuitable power sources, (vi) lack of proper maintenance, (vii) misuse, (viii) any modification or repair not previously authorized by Seller in writing (ix) the use of non-authorized Software or spare or replacement parts (x) nor any other cause not the fault of Seller. Seller's costs incurred in investigating and rectifying such non-conformances shall be paid by Buyer upon Seller's demand.

12. SUPPLEMENTARY WARRANTY APPLICABLE TO SOFTWARE

12.1 Warranty for Software is set out in the appropriate Software license agreement(s) applicable to the Software.

13. SOFTWARE

13.1 Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights to the respective Software, including all Intellectual Property Rights relating to such Software and all copies of such Software. Software is licensed, not sold. Except as otherwise provided herein, Seller grants end-user a perpetual, non-exclusive, worldwide, personal, non-transferable and non-sublicensable license to install and use the Software for end-user's personal internal business operations. End-user's use of certain Software shall be governed exclusively by Seller's and/or third party owner's applicable license terms. Use of Software by any individual or organization not authorized in writing by Seller is strictly prohibited.

14. LIMITATION OF LIABILITY

14.1 Unless otherwise agreed in writing Seller's exclusive combined maximum aggregate liability for any and all losses, liabilities, expenses - including legal expenses, damages, claims or actions incurred under or in connection with the Contract or any collateral contract between the parties, arising in or by virtue of breach of contract, tort - including negligence, misrepresentation, infringement of Intellectual Property Rights or otherwise, shall not exceed the Contract Price, however liability in accordance with the above clauses shall be limited to the typical foreseeable damages.

14.2 Seller shall not be liable to Buyer in any circumstances for any loss of profits, loss of contracts, loss of use, loss of data or consequential or indirect loss nor, save as set out in Section 12 and in the preceding provisions of this Section, for any loss or



damage of any kind whatsoever, howsoever arising, claimed against or suffered by Buyer.

14.3. Nothing in the Contract or any collateral contract shall exclude or in any way limit Seller's liability for (i) intent, (ii) gross negligence, (iii) willful misconduct, (iv) death or personal injury, (v) infringement of material contractual duties or (vi) any liability to the extent that such liability may not be limited or excluded as a matter of law.

15. INTELLECTUAL PROPERTY

15.1 All Intellectual Property Rights regarding Products, Documentation, Services and Software remain with Seller. Seller shall also retain the Intellectual Property Rights of all inventions, designs and processes made or developed by Seller in the context of performance under the Contract. Commercial exploitation of Seller's Intellectual Property Rights and third party rights is strictly prohibited.

15.2 Buyer is hereby granted a non-exclusive, royalty-free license to use the Documentation and Embedded Software in conjunction with the Products and under the terms and conditions under which the Embedded Software and Documentation are supplied, provided that and for so long as the Embedded Software and Documentation are not copied (unless expressly authorized by applicable law) and Buyer holds the Embedded Software and Documentation in strict confidence and does not disclose them to others, or permit others to have access to them (other than Seller's standard operating and maintenance manuals). Buyer may transfer the foregoing license to another party which purchases, rents or leases the Products, provided the other party accepts and agrees in writing to be bound by the conditions of this Clause 15.

15.3 Subject to the limitations contained in Clause 14, in the event of any third party claim for infringement of Intellectual Property Rights existing at the Effective Date and arising from the use or sale of the Products, Services and Software, Seller shall indemnify Buyer against all reasonable costs and damages awarded against Buyer in any action for such infringement, or for which Buyer may become liable in any such action, provided always that Seller shall not be liable to so indemnify Buyer in the event that:

(i) such infringement arises as a result of Seller having followed a design or instruction furnished or given by Buyer, or the Products and Software having been used in a manner or for a purpose or in a country not specified in the Contract or in association or combination with any other equipment or Software, or the Products and Software having been modified other than in accordance with Seller's written instructions, or

(ii) Seller has at its expense procured for Buyer the right to continue to use the Products and Software or has modified or replaced the Products or Software so that they no longer infringe, or

(iii) Buyer has failed to give Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Buyer and/or Buyer has failed to permit Seller, at Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim and/or Buyer has failed to cooperate with Seller in the defense of any such claim and/or action, or

(iv) Buyer has made without Seller's prior written consent any admission which is or may be prejudicial to Seller in respect of any such claim or action.

15.4 Buyer warrants that any design or instructions furnished or given by it shall not cause Seller to infringe any Intellectual Property Rights in the performance of Seller's obligations under the Contract and shall indemnify Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty.

16. CONFIDENTIALITY

16.1 This Contract, the subject matter thereof and all designs, drawings, specifications, software and other information whether of a technical or commercial nature shall be treated as confidential by Buyer and shall not, without Seller's prior consent in writing, be disclosed by Buyer to any third party or used by Buyer for advertisement, display or publication or for any purpose other than as necessary for the proper performance of its obligations under this Contract.

17. STATUTORY AND OTHER REGULATIONS

17.1 If Seller's performance of its obligations under the Contract shall be increased reduced or adversely affected in any way by reason of the making or amendment after the date of Seller's quotation of any law, order, regulation or by-law, the Contract Price and delivery period shall be adjusted accordingly and, at Seller's option, performance of the Contract shall be adjusted, suspended and/ or terminated.

17.2 Except to the extent otherwise required by applicable law, Seller shall have no responsibility for the collection, treatment, recovery or disposal of (i) the Products or any part thereof when they are deemed by law to be 'waste' or (ii) any items for which the Products or any part thereof are replacements. If Seller is required by applicable law, including waste electrical and electronic equipment legislation, European Directive 2012/19/EU (WEEE) and related legislation in EU Member States, to dispose of 'waste' Products or any part thereof, Buyer shall, unless prohibited by applicable law, pay Seller, in addition to the Contract Price, either (i) Seller's standard charge for disposing of such Products or (ii) if Seller does not have such a standard charge, Seller's costs, including all handling, transportation and disposal costs and a reasonable mark-up for profit which shall not exceed 8%, incurred in disposing of such Products.

18. EXPORT CONTROLS AND COMPLIANCE

18.1 Buyer and Seller shall comply with Trade Compliance Laws, and where applicable, the requirements of any necessary import/ export licenses will apply to the receipt and use of Products, Software, Services and technology. In no event shall Buyer use, transfer, release, export, or re-export any such Products, Services, Software, or technology in violation of Trade Compliance Laws or the requirements of any import/ export licenses. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller to a risk of non-compliance and liabilities under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer and Seller agree to comply with all applicable legal, ethical and compliance requirements. Unless otherwise agreed in writing with the Seller, Buyer shall provide information in a format requested by Seller regarding end-user, end use and final destination of the Products, Software and or Services.

18.2 Seller shall have no obligation to supply any Products, Software, Services, or technology unless and until it has received the necessary import/ export licenses if any, or all the information requested is provided. If for any reason any such import/ export licenses are denied or revoked, or if there is a change in any Trade Compliance Laws that would prohibit Seller from performing under the Contract, or would the execution of the Contract, in the reasonable judgment of Seller, have an impact upon company's reputation or otherwise expose Seller to a risk of liability under Trade Compliance Laws, Seller



shall be relieved without liability of all obligations under the Contract.

18.3 Buyer acknowledges that Seller is committed to eliminating all risk of bribery and corruption and agrees that it shall not engage in any activity, practice or conduct that would expose Seller to a risk of penalties under Anti Bribery or Corruption laws and regulations of any relevant jurisdiction including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established. Buyer warrants and undertakes that it has and will maintain in place, adequate procedures to prevent any conduct that would give rise to an offence under any applicable Anti Bribery or Corruption laws and regulations, and each of its employees, directors, officers, subcontractors, agents and representatives has not taken, and will not undertake any actions which constitutes a breach of any Anti-Bribery or Corruption laws and regulations.

19. DEFAULT, INSOLVENCY AND CANCELLATION:

19.1 Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Buyer, if:

(a) Buyer is in default of any of its obligations under the Contract and fails (where such default is remediable), within 10 working days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and thereafter continue diligently to take action to remedy the default or;

(b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: **(i)** a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; **(ii)** a charge holder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced and not being discharged within seven days on the whole or a material part of the assets of Buyer; **(iii)** Buyer ceasing to carry on business or being unable to pay its debts; **(iv)** Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; **(v)** a petition being presented and not being discharged within 28 days or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or **(vi)** the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and loss of profit.

20. DATA PROTECTION

Company name: Vertiv Integrated Systems GmbH
Place of business: Mariakirchener Str. 38, 94424 Arnstorf
Registration court: Landshut HRB 8459

20.1 Both Buyer and Seller will comply with their obligations under all applicable data protection laws in respect of the Products and Services to be provided under the Contract.

20.2 Parties will provide one to the other, only the personal data of the persons ("data subjects") involved in the execution of the Contract. It is party's providing the data responsibility to ensure that the data are collected in accordance with the applicable privacy regulations.

20.3 Each party agrees that in respect of such personal data supplied by the other party it shall: (a) use only the personal data of the persons involved in the execution of the Contract and only for this purpose; and b) ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of that personal data and against accidental loss or destruction, or alteration of, or damage to, that personal data; and (c) transfer that personal data to third parties only for purposes related to the execution of the Contract and only after providing the adequate safeguards required under data protection legislation, to ensure such transfer; and (d) comply with any reasonable request made by the other party to ensure compliance with the measures contained herein.

21. MISCELLANEOUS:

21.1 PRODUCTS, SOFTWARE AND SERVICES PROVIDED HEREUNDER **(i)** MAY NOT BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES OR WITHIN PROXIMITY OF SUCH DEVICES WITHOUT PRIOR NOTICE AND WRITTEN APPROVAL OF SELLER AND **(ii)** ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, AND RELATED APPLICATIONS. Buyer **(i)** accepts Products, Software and Services in accordance with the foregoing restriction, **(ii)** agrees to communicate such restriction in writing to any and all subsequent purchasers or users and **(iii)** agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Products, Software and Services in any restricted applications, whether the cause of action be based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

21.2 The Contract and these terms and conditions constitute the complete agreement between the parties and supersede all previous, oral and written agreements between the parties. If any clause, sub-clause or other provision of the Contract is found by any court to be invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.

21.3 The Contract shall in all respects be construed in accordance with and shall be subject to the laws and jurisdiction of the courts of Germany, excluding the 1980 Vienna Convention on Contracts for the International Sale of Goods.

21.4 Buyer shall not be entitled to assign or novate the Contract or any part thereof without the prior written consent of Seller which shall not be unreasonably withheld or delayed.

International Trade Compliance

Dear Customer,
to comply with international trade compliance regulation, please complete the form below and send it back to us stamped together with your purchase order. Kindly also note that we cannot process your order without this information.

The information contained in the form will be handled by Supplier as "confidential information". To this end, Supplier undertakes to keep strictly confidential the information and data contained in the form using the same for the purposes provided by law or the observance of laws, regulations or for implementation of a measure of public authorities only.

Placing Order Company's full legal name and Address (street, town, postal code, state)	MU Germany (Myltem)
Purchase Order Number:	
Country of final destination	GERMANY
End user full legal name and address (the ultimate company who will be using the products. Where are the products being installed?)	

Is the End-User operating in one of the following industries: Military/Defense, Aerospace, Chemical-Biological, Nuclear Power or Missile?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Is the application where the Supplier products will be used related to the Weapons industry, including Military, Nuclear, Chemical-Biological or Missile?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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International Trade Compliance Clause

This quotation, the acceptance of resulting orders and the fulfilment of any resulting contractual obligations are subject to all current applicable import, export controls and sanctions laws, regulations, orders and requirements, including those of the United States where applicable. Such laws and regulations may be amended before or during the processing of an order.

If Supplier should fail to receive any necessary or advisable licenses, authorizations or approvals, if any of those are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit the Supplier from fulfilling any order, or would in the reasonable judgment of the Supplier otherwise expose the Supplier to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order, the Supplier shall be relieved without penalty of all obligations with respect to any order resulting from this quotation.

In order to comply with the international trade compliance regulations, Supplier will be obligated to check the final destination, the end user and the end use of the goods before accepting the order.

Unless otherwise agreed in writing with the Supplier, Buyer shall indicate on its purchase order (or, alternately, on the ITC data sheet form attached hereto) whether the products are for revolving "stock", for Buyer's own use or are needed to fulfill a specific order to an intermediate or end user ("back to back" order). In case of "back to back" orders, the Buyer agrees to provide the Supplier with the information requested in the ITC data sheet during the order proceedings: the end user (where the Supplier products will be installed), the application (what the Supplier products will be used for), and the final destination. No order shall be binding on the Supplier until this information has been received and the transaction has been screened and cleared for compliance.

Signature	Date:
Name (please print):	
Job Title:	

Privacy notice for clients (in accordance with Article 13 EU Regulation 679/2016)

This personal data protection notice explains how Vertiv Integrated System GmbH, as data controller, processes the personal data of contacts, representatives, and/or shareholders of your company, that are collected by Vertiv during the contractual relationship with your company. You are requested to inform data subjects accordingly.

Personal data processed

We collect, store, and use the personal data, which includes personal details (name, date, and place of birth), contact details, former or current roles and jobs (also public positions such as government official, political party official, and candidate for public office), background checks (in accordance with applicable laws and regulations) of contacts, representatives (directors, officers and employees) and/or shareholders of your company.

Vertiv may also carry out criminal record checks on contacts, representatives, and/or shareholders of your company, to comply with anti-mafia, money laundering, and counter-terrorism legislation.

Purposes of the processing

Personal data of contacts, representatives, and/or shareholders of your company may be processed for the following purposes:

- (a) to assess whether Vertiv is able to enter into and/or continue a contractual relationship with your company
- (b) to manage contractual relationships with your company, including the relevant administrative and accounting obligations
- (c) to ensure Vertiv's and its affiliates' continuing compliance with applicable anti-money laundering and anti-corruption laws and other laws applicable to Vertiv and its affiliates regarding the arrangements to be entered into with your company

The legal bases for processing personal data are:

- for purposes (a) and (b) above: Vertiv's legitimate interest to enter into an agreement with your company as a client
- for purpose (c) above: to fulfil legal obligations (e.g., to comply with anti-mafia, money laundering and counter-terrorism legislation)

Nature of providing the requested data

Providing personal data for the above purposes is required. Refusal to provide the requested personal data or their inaccuracy may prevent Vertiv from establishing and/or continuing a contractual relationship with your company.

Methods and place of processing and place of storage of personal data

Personal data will be processed in accordance with the principles of correctness, lawfulness, and transparency. Rest assured that we maintain appropriate security, technical, and organizational measures that ensure a level of security appropriate to the risk of unauthorized access to and accidental or unlawful destruction, loss, alteration, and

unauthorized disclosure of, personal data transmitted, stored, or otherwise processed.

Personal data will be processed manually or electronically, using automated tools that ensure the security and confidentiality of the data.

Processed data are stored at our registered office or at the office of any external provider we entrusted to store personal data. If you wish to know the list of our external providers, please contact us.

We will process only personal data necessary for the abovementioned purposes. The people authorized to the data processing will immediately delete or make anonymous personal data unnecessary for the above purposes.

Data retention period

For contractual purposes, personal data provided will be kept by us for the entire duration of the contractual relationship with your company and for 10 years thereafter. At the end of this period, personal data will be deleted or rendered anonymous.

Data dissemination, sharing and communication

Personal data will be disseminated only to the extent necessary for Vertiv to fulfil the obligations provided by law or regulations and/or to fulfil its obligations arising from the contractual relationship with your company.

Personal data may be processed by our employees authorized to the data processing for the purposes set out above.

Personal data may be shared with Vertiv's affiliates, external providers entrusted by Vertiv to manage and store your data, administrative and control bodies of Vertiv, and judicial authorities in your country and/or other competent supervisory authorities. Personal data may also be shared to professionals, law firms, and notaries for auditing and due diligence activities. The above entities/individuals will act as autonomous data controllers or data processors.

The list of the above entities/individuals is kept up-to-date, and you can access it at our office on request.

For the aforementioned purposes, your personal data may also be transferred to third parties located outside the European Economic Area (EEA). In such cases, Vertiv will take measures to ensure that appropriate safeguards are in place, by verifying that (i) third parties are certified under the Privacy Shield or (ii) Binding Corporate Rules approved by the supervisory authority are in place or (iii) Standard Contractual Clauses approved by the European Commission, are entered with the third parties.

Information on appropriate safeguards are available at the Company's headquarters and on request at the e-mail address: gdpemea@vertiv.com.

Right to access, correct, and supplement data, and to object to the processing and to submit complaints

Representatives, contacts, and shareholders of your company have the right to obtain confirmation of the existence or non-existence of personal data relating to them.

They also have the right to be informed of the following:

- the origin of the personal data
- the purpose and methods of data processing
- the logic applied to the data processed electronically
- the identity of the data controller and the data processors
- the identity of the individuals or categories of individuals to whom their personal data may be sent to or who may acquire their data as appointed representatives of our company in their country of residence or as individuals authorized to process their data

They equally have the right to:

- (a) have your data updated, corrected, and supplemented
- (b) have the processing of your personal data restricted to the scope of the consent you gave by accepting this notice
- (c) have any unlawfully processed data erased, made anonymous or blocked
- (d) require a declaration attesting that the people/companies we communicate or disseminate your data to have been notified and given full details of any of the operations under points (a) and (b) above having been carried out, unless this proves impossible or implies an effort that is clearly disproportionate to the right to be protected

- (e) obtain, in a structured format commonly used and readable by electronic devices, the personal data you give us, and to have the data transmitted, directly or through Vertiv, to another data controller (known as data portability)

They also are entitled to object, in whole or in part, to:

- the processing, on legitimate grounds, of their personal data, including data relevant for the purposes they were collected

To exercise these rights, they may email our Data Protection Officer at: dpo.vertiv@amicadpo.eu.

If they believe that we or a person/company we have communicated their data to has violated their rights, they may file a complaint with the Data Protection Authority in their country and/or other competent supervisory authorities.

Contact details of the Data Controller and Data Protection Officer

Vertiv Integrated System GmbH acts as the Data Controller of the personal data, whose registered office is at Mariakirchener Str. 38, 94424 Arnstorf, Germany. Please email sabine.thoene@vertiv.com to contact us in this respect.

If a representative, contact and shareholder of your company needs more information on how to exercise their above rights, please contact the Data Protection Officer, Dott. Donato Eugenio Caccavella, at dpo.vertiv@amicadpo.eu.

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