

SIGNIFY ITALY S.P.A. - GENERAL CONDITIONS OF PURCHASE
Version February 2019

1. Definitions:

1.1. In this document: (a) **“Agreement”** means the binding contract formed as described in Clause 2.1 below; (b) **“APAC”** means the Middle Eastern, Asian and other Pacific countries; (c) **“Applicable Data Protection Laws”** means the provisions of mandatory law of a country containing rules for the protection of individuals with regard to the Processing of Personal Data; (d) **“Control”, “Controlled” or “Controlling”** means that the controlling company, firm or entity directly or indirectly holds 50% or more of the nominal value of the controlled company, firm or entity’s issued share capital or ownership interest and/or 50% or more of the controlled company, firm or entity’s voting power at the general meetings and/or has the power to appoint a majority of the controlled company, firm or entity’s directors and/or to otherwise direct the controlled company, firm or entity’s activities; (e) **“Controller”** means the party which alone or jointly with others has the authority to make decisions with respect to the Processing of Personal Data, in particular the authority to determine the purposes and the means of the Processing of such Personal Data (f) **“Goods”** means both tangible and intangible goods, including software and related documentation and packaging; (g) **“Intellectual Property Rights”** (or **“IPRs”**) means patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, know-how and maskwork rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing or which otherwise arises or is enforceable under the laws of any jurisdiction or any bi-lateral or multi-lateral treaty regime; (h) **“Personal Data”** means any information relating to an identified or identifiable natural person; (i) **“Signify”** means the Signify Affiliate identified in a purchase order and where applicable includes other Signify Affiliates; (j) **“Signify Affiliate(s)”** means each company, firm and legal entity which now or hereafter is: (i) Controlled by Signify, (ii) Controlling Signify or (iii) under common Control with Signify and (iv) each of such other companies, firms or legal entities as may be appointed by Signify. The Signify Affiliates may be listed in the Eligible Buying Locations list (available at the Supplier Website) which may be updated from time to time by Signify; (k) **“Signify Data”** means any Personal Data or set of Personal Data Processed by Supplier on behalf and under the instructions of Signify (l) **“Process” or “Processing” or “Processed”** means any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, structuring, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure by transmission, granting remote access, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction; (m) **“Open Source Software”** means (1) any software that requires as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) may only be redistributed free from enforceable IPRs; and/or (2) any software that contains, is derived from, or statically or dynamically links to, any software specified under (1); (n) **“Services”** means the services to be performed by Supplier for Signify under the Agreement; (o) **“Supplier Affiliate(s)”** means each company, firm or other entity per the effective date of the Agreement is: (i) Controlled by Supplier, (ii) Controlling Supplier or (iii) under common Control with Supplier, only for as long as such Control exists; (p) **“Supplier”** shall mean each person or entity (including, where relevant, Supplier Affiliates), that enters into the Agreement; (q) **“Supplier Website”** means the website hosted by Signify N.V. providing relevant information about how Signify does business with its suppliers at <https://www.signify.com/global/contact/suppliers> or such other link as may be communicated by Signify from time to time; (r) **“Work Product”** means all deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediate versions thereof produced or acquired by Supplier Affiliates, its personnel or its agents for Signify in the performance of Services under the Agreement.

2. Formation of the Agreement

2.1. These General Conditions of Purchase, together with the relevant purchase order issued by Signify, set forth the terms under which Signify’s offers to purchase Goods and/or Services from Supplier. When Supplier accepts Signify’s purchase order, either by acknowledgement, delivery of any Goods and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these General

Conditions of Purchase, the relevant purchase order and any attachments. Signify does not agree to any proposed amendment, alteration, or addition by Supplier. The Agreement can be varied only in writing signed by Signify. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect the Agreement.

2.2. Signify is not bound by and hereby expressly objects to and rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier. Course of performance, course of dealing, and usage of trade shall not be applied to modify these General Conditions of Purchase.

2.3. All costs incurred by Supplier in preparing and submitting any acceptance of Signify's offer shall be for the account of Supplier.

2.4. For certain countries a translated version of the Signify General Conditions of Purchase has been made available to Supplier on the following website: <https://www.signify.com/global/contact/suppliers/working-with-signify/general-conditions-of-purchase>. In case of a conflict between a country specific translated version of the Signify General Conditions of Purchase and these Signify General Conditions of Purchase, the latter shall prevail.

2.5. For certain countries a country specific version of the Signify General Conditions of Purchase shall govern the Agreement, which country specific version has been made available to Supplier on the following website: <https://www.signify.com/global/contact/suppliers/working-with-signify/general-conditions-of-purchase>.

3. Time of the Essence

3.1. Time is of the essence and all dates referred to in the Agreement shall be firm. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement, Supplier shall promptly notify Signify in writing.

4. Delivery of Goods

4.1. All Goods shall be delivered DAP "named place" (as defined in the Incoterms 2010) with "named place" as the final place of delivery as mentioned on the purchase order. In case the purchase order contains a different Incoterm, the Incoterm on the purchase order prevails.

4.2. Delivery shall be completed as per the applicable Incoterm, but this shall not constitute acceptance of the Goods.

4.3. Supplier shall, concurrently with the delivery of the Goods, provide Signify with copies of all applicable licenses. Each delivery of Goods to Signify shall include a packing list stating at least (i) the applicable purchase order number, (ii) the Signify part number, (iii) the quantity shipped, and (iv) the date of shipment.

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s). Signify reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or in the rate of shipment. Signify shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

4.5. Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under the Agreement shall be executed with good workmanship and using proper materials and in accordance with all applicable laws, regulations and codes.

4.6. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and Signify's specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Signify. Notwithstanding the provisions of the applicable Incoterms, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle (before delivery as per the applicable Incoterm) or pack the

Goods; Signify shall not be required to assert any claims for such loss or damage against the common carrier involved.

5. Changes to Goods

5.1. Supplier shall not, without prior written consent of Signify, make any changes affecting Goods, including process or design changes, changes to manufacturing processes (including geographic location) changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have material impact upon Supplier's quality system.

6. Inspection, Testing, Rejection of Goods

6.1. Inspection, testing of or payment for the Goods by Signify shall not constitute acceptance. Inspection or acceptance of or payment for the Goods by Signify shall not release Supplier from any of its obligations, representations or warranties under the Agreement.

6.2. Signify may, at any time, inspect the Goods or the manufacturing process for the Goods. If any inspection or test by Signify is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Signify's inspection personnel.

If Signify does not accept any of the Goods, Signify shall promptly notify Supplier of such rejection, and Clause 11 below shall apply. Within two (2) weeks from such notification, Supplier shall collect the Goods from Signify at its own expense. If Supplier does not collect the Goods within said two (2) week period, Signify may have the Goods delivered to Supplier at Supplier's cost, or with the Supplier's prior consent destroy the Goods, without prejudice to any other right or remedy Signify may have under the Agreement or at law. Goods not accepted but already paid by Signify shall be reimbursed by Supplier to Signify and Signify shall have no payment obligation for any Good not accepted by Signify.

6.3. If, as a result of sampling inspection, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, Signify may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection.

7. Performance of Services

7.1. Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

7.2. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services.

7.3. Only written confirmation by Signify shall constitute acceptance of the Services performed. If Signify does not accept the Service and/or Work Product(s), Clause 11 below shall apply. Signify shall promptly notify Supplier of such rejection, and Supplier will, at its own expense, carry out the necessary corrections, additions and modifications reasonably requested by Signify in writing within thirty (30) days of such notification.

7.4. Supplier represents, warrants and agrees that, during his activity, he will comply with all the applicable laws relating to safety at the workplace and, in particular, with the Legislative Decree n. 81/2008 as further amended from time to time, and that he will comply with the "Documento Informativo dei Fornitori Appaltatori di Signify" ("Signify Environmental, Health and Safety Handbook").

8. Prices; Payment

8.1. Unless provided otherwise in the purchase order issued by Signify, title in the Goods shall pass to Signify at the time risk is transferred to Signify pursuant to the applicable Incoterm.

8.2. All prices quoted in the Agreement shall be fixed prices. Supplier warrants that such prices are not in excess of the lowest prices charged by Supplier to other similarly situated customers for similar quantities of

Goods or Services of like kind and quality.

8.3. (i) All prices are gross amounts but exclusive of any value added tax (VAT), sales tax, GST (Goods and Services Tax), consumption tax or any other similar tax only. (ii) If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, GST, consumption tax or any other similar tax, Supplier may charge VAT, sales tax, GST (Goods and Services Tax), consumption tax or any other similar tax to Signify, which shall be paid by Signify in addition to the prices quoted. Supplier is responsible for paying any applicable VAT, sales tax, GST (Goods and Services Tax), consumption tax or any other similar tax to the appropriate (tax) authorities. At or after the time delivery has been completed as per Clause 4 but ultimately within six months from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which in any event shall contain: (i) name, address and VAT registration code of Signify, (ii) name, address and VAT registration code of Supplier, (iii) Supplier invoice reference number, (iv) the Signify purchase order number, (v) Supplier invoice date, (vi) amount payable and (vii) applicable currency. Supplier shall send the invoice to Signify according to the instructions as set forth on the purchase order.

8.4. Any license fees shall be included in the price.

8.5. Subject to the acceptance of the Goods, Services and/or Work Product by Signify, and unless provided otherwise in the purchase order of Signify, payment shall be made within ninety-five (95) days from the receipt of the correct invoice to the extent allowed under applicable mandatory law, all in accordance with Clause 8.3 in the proper form. Signify performs its payment runs three times per month.

8.6. If Supplier fails to fulfill any of its obligations under the Agreement, Signify may suspend payment to Supplier upon notice to Supplier.

8.7. Supplier hereby unconditionally accepts that Signify and any of the Signify Affiliates shall at all times have the right to set-off any amounts that any Signify Affiliate owes to Supplier or Supplier Affiliates under this Agreement with any amounts that Supplier or Supplier Affiliates owes to any Signify Affiliate under the Agreement or any other agreement.

8.8. Supplier acknowledges and agrees that any amount to be paid by Signify to Supplier may be paid on Signify's behalf by another Signify Affiliate and/or a third party designated by Signify. Supplier shall treat such payment as if it were made by Signify itself and Signify's obligation to pay to Supplier shall automatically be satisfied and discharged in the amount paid by such entity or third party.

9. Warranty

- 9.1. Supplier represents and warrants to Signify that all Goods, Services and/or Work Product(s):
- (a) are suitable for the intended purpose and shall be new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
 - (b) strictly comply with the specifications, approved samples and all other requirements under the Agreement;
 - (c) are delivered with all required licenses which shall remain valid and in place, and with the scope to properly cover the intended use. Furthermore, all such licenses shall include the right to transfer and the right to grant sublicenses;
 - (d) shall be free from any and all liens and encumbrances;
 - (e) have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws), regulations, EC Directive 2001/95 on General Product Safety and the then current Supplier Sustainability Declaration which can be found at the Supplier Website;
 - (f) are provided with and accompanied by all information and instructions necessary for proper and safe use;
 - (g) all packaging and components supplied to Signify comply with the Regulated Substances List (RSL), which can be found at the Supplier Website or will be sent to Supplier upon its first written request. Supplier shall furnish to Signify any information required to enable Signify to comply with such laws, rules, and regulations in its use of the Goods and Services; and
 - (h) will be accompanied by written and detailed specifications of the composition and characteristics, to

enable Signify to transport, store, process, use and dispose of such Goods and/or Work Product safely and in compliance with law.

9.2. The warranties stated in Clause 9.1 are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights or warranties which Signify may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment or resale of the Goods, and shall extend to Signify and its customers.

9.3. Without prejudice to any other rights accruing under the Agreement or law, the warranties set forth in Clause 9.1 will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 4.2, or such other period as agreed in the Agreement (the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for the remainder of the original Warranty Term of said Goods, or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.

9.4. Supplier agrees that, upon request of Signify, it shall register and use BOMcheck (<https://www.bomcheck.net/>) to make substance compliance declarations including ROHS, REACH and other applicable regulatory requirements by making declarations in BOMcheck to fully comply with the Signify RSL, unless otherwise agreed with Signify. Supplier will also adhere to future RSL changes following notification from BOMcheck or other non-registered correspondence and is and will be fully compliant with the updated Signify RSL within 1 month of receiving the notification, unless otherwise agreed with Signify. Signify may reject deliveries that do not comply with these requirements.

10. Open Source Software Warranty

10.1. Unless the inclusion of Open Source Software is specifically authorized in writing by duly authorized officers of Signify and unless otherwise stated in the Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software.

11. Non-conformity

11.1. If any Goods, Services or Work Products are defective, latent or otherwise do not conform to the requirements of the Agreement, Signify shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:

- (a) require performance by Supplier;
- (b) require delivery of substitute Goods or Work Products;
- (c) require Supplier to remedy the lack of conformity by repair;
- (d) declare the contract rescinded; or
- (e) reduce the price in the same proportion as the value of the Goods or Services actually delivered, even if that results in a full refund of the price paid to Supplier.

Supplier acknowledges and accepts that in the event that Signify elects Supplier to remedy the lack of conformity by repair, Signify entitled is to determine to have such non-confirming Goods or Work Products repaired by Supplier, whether or not in the field, with other components than those used by Supplier.

11.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse Signify in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by Signify in connection therewith.

11.3. Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

12. Ownership and Intellectual Property

12.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for Signify, or paid for by Signify, for use in the performance of the Agreement, shall be and remain the sole exclusive property of Signify Holding B.V. and shall not be furnished to any third party without Signify's prior written consent, and all information with respect thereto shall be confidential and proprietary information of Signify. In addition, any and all of the foregoing shall be used solely for the purpose of fulfilling purchase orders from Signify, shall be marked as owned by Signify Holding B.V., shall be held at

Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by Signify, and shall be returned promptly upon Signify's first request. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

12.2. Supplier represents and warrants to Signify that the Goods and Services do not and shall not, alone or in any combination, infringe or violate any third party (including Supplier's employees and subcontractors) IPRs.

12.3. The purchase of the Goods and/or Services shall confer on Signify and its Signify Affiliates an irrevocable, world-wide, royalty-free and fully paid up, non-exclusive and perpetual license under all IPRs owned or controlled, directly or indirectly, by Supplier to use, make, have made, build-in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the Goods and/or Services, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

12.4. Signify shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Signify to Supplier. All rights in and titles to the Work Product shall become Signify's property. Supplier shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Clause 12.4.

12.5. Supplier shall not have any right, title or interest in or to any samples, data, works, materials, trademarks, trade names, or any other intellectual property rights owned by or licensed to Signify. Supplier shall not use any trademark, trade name, other indication or any other intellectual property rights owned by or licensed to Signify in relation to the Goods or Services alone or in any combination without Signify's prior written approval and any use as authorized by Signify shall be strictly in accordance with the instructions of Signify.

12.6. Supplier shall not, without Signify's prior written consent, publicly make any reference to Signify, whether in press releases, advertisements, sales literature or otherwise.

13. Intellectual Property Indemnification

13.1. Supplier shall indemnify and hold harmless Signify, Signify Affiliates, agents and employees and any person selling or using any of Signify's products in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by Signify, shall defend any such claim at Supplier's own expense.

13.2. Signify shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as Signify may reasonably require.

13.3. In addition to Signify's rights hereunder or under applicable law, if any Goods or Services alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by Signify, but at its own expense: either

- (a) procure for Signify or customers the right to continue using the Goods or Services alone or in any combination; or
- (b) replace or modify the Goods or Services alone or in any combination with a functional, non-infringing equivalent.

13.4. If Supplier is unable either to procure for Signify the right to continue to use the Goods or Services alone or in any combination or to replace or modify the Goods or Services alone or in any combination in accordance with the above, Signify may terminate the Agreement and upon such termination, Supplier shall reimburse to Signify the price paid, without prejudice to Supplier's obligation to indemnify Signify as set forth herein.

14. Liability, Indemnification

14.1. Supplier shall be liable towards Signify for all costs, damage, losses, penalties, claims, liabilities suits, judgments, demands and expenses, reasonable attorneys' fees (including special, indirect, incidental, consequential damage) incurred by Signify, arising from or relating to any breach by Supplier of its obligations, representations or warranties under the Agreement and, without any notification or additional act of Signify being required.

14.2. Supplier will indemnify and hold harmless Signify, Signify Affiliates and their respective directors, officers, employees, customers, agents, shareholders from any third-party claims brought against them arising from or related to any breach by Supplier of its obligations, representations or warranties under the Agreement.

15. Compliance with Laws

15.1. Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labor, equal opportunity, and environmental compliance laws, rules, regulations, and ordinances. Supplier shall furnish to Signify any information required to enable Signify to comply with any applicable laws, rules, and regulations in its use of the Goods and Services.

15.2. Supplier represents that neither Supplier nor any of its Supplier Affiliates, nor any of their its respective owners, officers, directors, employees, agents or other third parties acting for or on their behalf, have in the last five years been alleged to or have been found to have violated any law in relation to anti-bribery and anti-corruption. Supplier will conduct its business honestly and not engage in any acts of bribery or corruption. Supplier's breach of this Clause 15.2 is ground for immediate termination of the Agreement without Signify and Signify Affiliates incurring any liability towards Supplier and Supplier Affiliates and Signify and Signify Affiliates will be entitled to any other remedies available at law or in equity.

15.3. If Supplier is a person or legal entity doing business in the United States, and the Goods and/or Services are sold to Signify under federal contract or subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference. Additionally, if Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

16. Privacy and data protection

16.1. Each party shall comply with all Applicable Data Protection Laws. Signify hereby informs Supplier and Supplier acknowledges and agrees that Signify will Processes Personal Data in accordance with the "Signify Privacy Notice for customers, consumers and other business persons" which is available on <https://www.signify.com/global/privacy/legal-information/privacy-notice> under the "Legal information" section.

16.2. If and to the extent Supplier, in the context of the Agreement, will Process Signify Data, Supplier undertakes and warrants to Signify that it will:

- a) Process Signify Data: (i) exclusively on behalf and for the benefit of Signify; and (ii) only in compliance with the instructions of Signify as documented in the Agreement and as may additionally be provided by Signify from time to time; and (iii) in compliance with Applicable Data Protection Laws.
- b) Process Signify Data exclusively for the following purposes, and not process such data for any other purpose, including for its own commercial benefit, unless Signify has provided its prior express written approval: (i) provision of the services requested by Signify; (ii) execution of instructions provided by Signify; (iii) compliance with applicable law;
- c) implement appropriate technical, physical and organizational security measures to protect Signify Data against misuse, accidental or unlawful destruction or accidental loss, unlawful alteration, unauthorized disclosure (including remote access), or access, and against all other forms of unlawful Processing (including unnecessary collection or further Processing).

- d) promptly notify Signify, in writing and in any case within twenty-four (24) hours from the moment it: i) became aware of any legally binding request for disclosure of the Signify Data by a law enforcement authority unless otherwise prohibited by law; or ii) detects or reasonable suspects any incident of security leading to the unlawful destruction, loss, alteration, unauthorized disclosure, use or Processing of, or access to, Signify Data; in the event of a Personal Data breach, Supplier will take adequate remedial measures, and provide Signify with all relevant information as requested by Signify to address the Personal Data breach;
- e) keep Signify Data confidential;
- f) will make sure that its personnel authorized to process Signify Data: i) only Process Signify Data to the extent necessary to provide the Goods and/or Services (on a need to know basis); and ii) will be legally bound to confidentiality obligations;
- g) taking into account the nature of the Goods and/or Services, cooperate with Signify to address any privacy-related requests, inquiries and/or complaints (if any) from individuals, including but not limited to requests to correct, delete or block Signify Data. Supplier will not respond to any privacy-related request, inquiry and/or complaint related to Signify Data without the prior express written approval of Signify;
- h) not engage – for the processing of Signify Data – any subcontractors without the prior express written approval of Signify. If Signify approves the use of one or more subcontractors for the processing of Signify Data, Supplier shall in any case ensure that: (i) any engaged subcontractor is legally bounded in writing to the same restrictions and level of obligations with respect to the processing of Signify Data as those which Supplier is bound under the Agreement; (ii) Supplier remains fully liable to Signify for any acts or omissions of subcontractors in regard to their Processing of Signify Data;
- i) not transfer any Signify Data from within the European Economic Area member states (“EEA”) to any countries outside the EEA not subject to an adequacy decision of the European Commission (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en) unless: i) such transfer is justified by a valid legal basis; or ii) Signify has given its prior express written approval (Signify may subject its approval to further instructions and conditions);
- j) at the request of Signify: (i) allow for and contribute to audits, including inspections, with regard to the Processing of Signify Data; (ii) submit its relevant data processing facilities, practices, procedures and documentation relating to the Processing of Signify Data to such audits, to be conducted by Signify or by a qualified independent assessor selected by Signify;
- k) make available to Signify all information necessary to demonstrate compliance with Applicable Data Protection Law and actively cooperate and assist Signify in order to take all necessary steps to ensure compliance with Applicable Data Protection Law; and
- l) Process Signify Data for the duration of the Agreement, unless otherwise agreed upon in writing; upon termination of the Agreement (in whole or in part), Supplier will return the Signify Data and copies thereof to Signify or will securely destroy or erase such Signify Data, except to the extent Applicable Data Protection Law provides otherwise.

Parties agree that: (i) the subject matter of the Processing of Signify Data by Supplier is the provision of Goods and/or Services pursuant to the Agreement; (ii) the types of Signify Data under Processing may include, but are not limited to, personal identification data, contact information data and other information relating to an identified or identifiable natural person; (iii) the categories of individuals under Processing may include, but are not limited to, consumers, business customers, employees, other natural persons.

16.3. With regard to set of Personal Data that parties Process as autonomous Controllers, insofar as Signify transfers to Supplier Personal Data originating from EEA, Supplier undertakes and warrants that it will Process such set of Personal Data only within countries of member states of EEA unless: (i) Signify and Supplier have previously entered into the appropriate EU Standard Contractual Clauses (Controller to Controller); or (ii) Supplier has implemented Binding Corporate Rules that have received European approval and that cover all of the Personal Data that Supplier will receive in its capacity as Controller; or (iii) the non-EEA countries where Supplier will Process such Personal Data have received a binding adequacy decision by the European Commission; or (iv) another validly executed transfer mechanism applies to the transfer of Personal Data to these countries that have not received a binding adequacy decision by the European Commission.

17. Export Controls Compliance

17.1. Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

17.2. Supplier agrees to inform Signify in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, Supplier will inform Signify about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

17.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Signify with all information required to enable Signify and its customers to comply with such laws and regulations.

17.4. Supplier will indemnify and hold Signify harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Signify may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify Signify promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Signify.

18. Customs Compliance

18.1. On an annual basis, or upon earlier request of Signify, Supplier shall provide Signify with a supplier declaration of origin in relation to the Goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the Goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

18.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential origin certificate/invoice declaration) to confirm the preferential origin status.

18.3. Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Signify to be the importer of record. If Signify is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Signify request, provide Signify with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Signify.

19. Limitation of Liability of Signify

19.1. To the maximum extent permitted by applicable law, the total aggregate liability and obligations of Signify arising from or relating to the Agreement shall be limited to Signify's obligation to pay for the undisputed, due and payable invoices for the delivery of the Goods and Services in accordance with the such Agreement.

20. Force Majeure

20.1. In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. Signify shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the nonperformance justifies

immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods or Services to be supplied.

21. Suspension, Termination and Termination for convenience

21.1. Without prejudice to any other right or remedy available to Signify under the Agreement or at law, Signify shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to terminate the Agreement in whole or in part by means of written notice to Supplier in the event that:

- (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
- (b) Supplier becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding;
- (c) Supplier ceases or threatens to cease to carry on business in the ordinary course;
- (d) Supplier breaches any of its obligations under the Agreement or Signify's, in its reasonable discretion, determines that Supplier cannot or shall not deliver the Goods or perform the Services as required;
- (e) Supplier fails to provide adequate assurance of performance following request by Signify; or
- (f) the Control over Supplier is or will be transferred to others than those exercising Control at the effective date of an Agreement and if Signify has reasons to believe that this is contrary to Signify's justified business interests.

21.2. Signify shall not be liable to Supplier by virtue of exercising any of the rights under Clause 21.1.

21.3. Signify may terminate the Agreement for convenience in whole or in part, at any time, by verbal and/or written notice prior to Supplier's written acknowledgement of Signify's purchase order or Supplier's performance under such Agreement. After Supplier has given written acknowledgement of Signify's purchase order or has commenced performance thereof, Signify may terminate such Agreement by giving 10 days prior written notice of such termination. At such time, Supplier shall minimize its expenditures under such Agreement unless otherwise directed by Signify. Signify's termination of this Agreement shall not constitute a default; however, Supplier shall be entitled to receive a remuneration under such Agreement based on Supplier's actual and reasonable and demonstrable costs and fees due up to the effective date of such termination.

22. Confidentiality

22.1. Supplier shall treat all information provided by or on behalf of Signify or generated by Supplier for Signify under the Agreement, including without limitation, the existence and content of the Agreement, as confidential. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect Signify's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Signify and Supplier shall, upon Signify's demand, promptly return to Signify all such information and shall not retain any copy thereof.

23. Insurance

23.1. Supplier will maintain comprehensive or commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested by Signify) with, unless otherwise agreed by Signify, a minimum limit of five million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or Services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Signify of any cancellation or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Signify upon Signify's request.

24. Miscellaneous

24.1. Supplier shall provide Goods and render Services hereunder as an independent contractor and not as an agent of Signify and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency of Supplier on Signify.

24.2. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Signify. Any not such pre-approved subcontracting, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

24.3. The rights and remedies reserved to Signify are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

24.4. Supplier shall provide Signify written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum Signify part numbers, substitutions, and last order and shipment dates.

24.5. Neither the failure nor the delay of Signify to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Signify to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by Signify and Supplier.

24.6. Supplier acknowledges that Signify adopted an Integrity code and an Organizational Model ("*Modello Organizzativo*"), available at www.signify.com, in compliance with the Legislative Decree n. 231/2001 and inspired by the above mentioned principles. Any failure by Supplier to comply with the provisions of such Decree and/or the Integrity code will be treated as a material breach of the Agreement and Signify will be entitled to immediately terminate it, pursuant to art. 1456 ICC.

24.7. In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

24.8. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.

24.9. The Agreement shall be governed by and construed in accordance with the laws of Italy.

24.10. Supplier and Signify each consent to (i) the exclusive jurisdiction of the Courts of Milan (Italy); or (ii), at the option of Signify, the jurisdiction of the entity of Supplier to which the purchase order was placed, or (iii), at the option of Signify, for arbitration in which case Clause 24.11 applies. Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

24.11. If so chosen by Signify in accordance with Clause 24.10, 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 Chamber of Arbitration of Milan rules, which Supplier and Signify declare to be known to them. Supplier and Signify agree that: (i) the appointing authority shall be the Chamber of Arbitration of Milan (Italy); (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in Milan (Italy); (iv) the language to be used in the arbitration proceedings shall be Italian; and (v) the material laws to be applied by the arbitrators shall be the Italian law.

24.12. The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

Signify Italy S.P.A. - General Conditions of Purchase - Version February 2019

As acceptance of the General Conditions of Purchase hereinabove.

Supplier

Supplier pursuant to Article 1341 and 1342 of the Italian Civil Code, declares to have carefully read and, therefore, specifically accepts and approves, in addition to the whereas, the provisions set forth under the following Articles of these General Conditions of Purchase:

Article 3 "Time of the Essence"; Article 4 "Delivery of Goods"; Article 6 "Inspection, Testing, Rejection of Goods"; Article 8 "Prices; Payment"; Article 9 "Warranty"; Article 11 "Non-conformity"; Article 12 "Ownership and Intellectual Property"; Article 13 "Intellectual Property Indemnification"; Article 14 "Liability, Indemnification"; Article 17.4 "Indemnification and holding harmless"; Article 19 "Limitation of Liability of Signify"; Article 20 "Force Majeure"; Article 21 "Suspension, Termination and Termination for convenience"; Article 24.2 "Subcontract and transfer of the Agreement"; Articles 24.9 "Applicable law", 24.10 "Jurisdiction", 24.11 "Arbitration".

Supplier
