An AIRXCEL Brand

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# CAN S.R.L. – GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO CUSTOMERS

## 1. APPLICABILITY

1.1 These General Terms and Conditions ("GTC") apply to all Orders for Products sold, or which CAN S.r.l. ("Can") intends to sell, in any region of the world as from 1 September 2026, both to customers qualifying as "Professionals" under Legislative Decree No. 206/2005, as subsequently amended and supplemented, acting in the course of their business or professional activities, and to individual customers qualifying as "Consumers", to whom the consumer protection laws in force in their respective countries shall apply.

Can and the Buyer (as defined below) shall hereinafter be jointly referred to as the "Parties". Where the Parties have entered into a specific supply agreement, including a periodic supply agreement, or a distribution agreement, these GTC shall supplement and also apply to such relationship, unless expressly derogated from. In the event of any conflict, the specific agreement shall prevail over these GTC.

1.2 Unless otherwise provided by the consumer protection laws in force, Can reserves the right to amend these GTC, in whole or in part, at any time and without prior notice. These GTC shall be provided to the Buyer before a Contract is concluded. Where this is not possible, before the Contract is concluded Can shall inform the Buyer that the GTC may be consulted at www.airxcel.eu, so that they may be saved and subsequently accessed. Unless otherwise provided by the consumer protection laws in force, Can may, at its discretion and in exceptional cases, elect not to rely on these GTC, without this constituting or being interpreted as a waiver of its right to rely on them at a later date.

## 2. DEFINITIONS

2.1 In these GTC and in the purchase contracts of which these GTC form an integral part:

"Buyer" means both (i) the natural or legal person purchasing Products, or acting in the name or on behalf of the natural or legal person purchasing Products for purposes related to its (including future) commercial, industrial, craft or professional activity (a "Professional"), and (ii) an individual purchasing Products as a "Consumer" within the meaning of the consumer protection laws in force in their country (a "Consumer").

"Contract" means the purchase contract referred to in Article 4.3.

"Can" means CAN S.R.L., a limited liability company with its registered office and tax domicile at Via G. Apollonio 11, 36061 Bassano del Grappa (VI), Italy, tax code, VAT number and registration with the Vicenza Companies Register No. 03607980988.

"Order" means an order submitted by the Buyer to Can in writing (by e-mail, certified e-mail (PEC), fax, EDI or other electronic means) or through Can's agents, representatives or sales intermediaries (including by the aforementioned electronic means), and accepted by Can. The Buyer shall specify in the Order (i) the Product code and (ii) the quantity of Products, expressed in units/pieces. Unless otherwise provided by the consumer protection laws in force, these GTC shall be deemed accepted by the Buyer even if they have not been signed and/or differ from any general or specific purchase terms prepared by the Buyer. Any contrary or conflicting terms, or any other limitations contained in or printed on the Professional's offer or other documentation, shall not be recognised unless expressly approved in writing by Can in the individual case.

"Product" means the goods purchased, or which the Buyer intends to purchase, under a Contract.

## 3. GENERAL PROVISIONS. PRODUCT CHARACTERISTICS

3.1 The offer and sale of Can's Products are governed exclusively by these GTC. These GTC may not be amended unless Can has expressly approved the amendments in writing in the individual Contract. The Professional's terms and conditions, including those contained in or printed on the Professional's offer or other

documentation, shall not be recognised and shall have no legal effect vis-à-vis Can unless Can expressly agrees in writing that they are binding.

3.2 Unless otherwise provided by the consumer protection laws in force, Can reserves the right, upon notice to the Buyer, to modify Product characteristics and prices. Can shall use reasonable commercial efforts to supply the Buyer with the quantities of Products specified in the individual Contract.

Can reserves the right to establish a “Minimum Order Requirement”, meaning the minimum value and/or quantity of Products to be supplied to the Buyer per order. The Minimum Order Requirement established by Can may be amended exclusively by Can, at its sole discretion and following an assessment of the specific circumstances. Orders with a value equal to or greater than EUR 5,000.00 (five thousand) shall be accepted where the Products are delivered within Italy.

Orders for quantities below the minimums indicated above shall necessarily result in shipping costs being charged to the Buyer. Such costs may vary depending on the destination and any additional charges relating to the handling of production batches.

3.3 Can’s quotations are non-binding and do not constitute an offer to sell. The Professional’s purchasing plans and forecasts that are not included in Orders accepted by Can, as well as discussions, negotiations and other indications relating to the supply of Products, shall be considered non-binding on Can.

3.4 Before placing purchase Orders, the Buyer shall provide all information necessary for Can to complete the relevant customer registration form.

3.5 Products shown in Can’s brochures and catalogues are for promotional and illustrative purposes only and are indicative.

## 4. ACCEPTANCE OF ORDERS

4.1 The Buyer’s Orders shall become binding on Can only upon Can’s express acceptance. The Buyer acknowledges that acceptance of an Order by Can is subject to a prior creditworthiness assessment of the Buyer and does not oblige Can to accept any future Orders from the Buyer.

4.2 Unless otherwise provided by the consumer protection laws in force, an Order accepted by Can may not be cancelled by the Buyer without Can’s express consent.

4.3 Upon Can’s acceptance of the Order, a purchase contract (the “Contract”) is concluded. The accepted Order and these GTC, which form an integral part of the Order and which the Buyer fully and unreservedly accepts by submitting the Order to Can, form an integral part of each Contract. In the event of a conflict between these GTC and a provision of the accepted Order, the provision of the accepted Order shall prevail.

4.4 Can’s performance of an accepted Order and/or the sending of an acceptance by Can shall under no circumstances constitute acceptance by Can of the Professional’s general purchase terms and shall not result in any amendment to these GTC.

4.5 Upon conclusion of the Contract, the Buyer unconditionally accepts and undertakes to comply with these general terms and payment conditions in its dealings with Can, declares that it has reviewed and accepts all information provided by Can, and acknowledges that Can shall not be bound by any different terms unless previously agreed in writing.

## 5. PRICES. PAYMENT TERMS

5.1 The prices of the Products sold are stated in the Contract (“Prices”). If, during the period between the Order, acceptance of the Order and performance of the Contract, production costs increase (including, by way of example, raw material and/or energy costs and changes in prices charged by subcontractors) as a result of circumstances beyond Can’s control, Can shall be entitled to increase the Price of the Products in proportion to the increase incurred and with effect from the dates on which such increases occurred, provided that written notice is given to the Buyer. In such case, and unless otherwise provided by the consumer protection laws in

force, the Buyer may withdraw from the Contract by giving Can written notice within five days of such notification.

5.2 Under no circumstances may the Buyer suspend or delay payment, including where the Buyer raises a complaint concerning the Products or Prices, except as otherwise provided by the consumer protection laws in force. Unless otherwise agreed in the Contract or provided by the consumer protection laws in force, Can reserves the right to change Prices without prior notice. Any Price change shall apply only to Orders submitted after the date on which the change takes effect.

5.3 Can may issue an invoice at any time after delivery of the Products to the Buyer. Unless otherwise agreed, Prices are exclusive of any taxes, duties, levies, tariffs or charges applicable to delivery of the Products, which shall be payable in addition to and at the same time as the Price. All costs for any additional services, including collection fees, shall be borne by the Buyer.

5.4 The Buyer shall pay the amount due for each Order within the payment period stated on the invoice. Payment shall be deemed valid only if made directly to Can using the methods specified in the Order accepted by Can. Any payment made by a method other than that agreed shall not be deemed valid by Can.

5.5 Can reserves the right to make delivery of its Products conditional upon payment of a deposit or advance payment of the invoice by any Buyer that does not provide sufficient financial security and/or has previously defaulted on payments. Payment deadlines for the Price are strict. The Buyer shall pay the Price to Can in the currency stated on the invoice, unless otherwise agreed in writing.

5.6 Containers used for delivery or storage of the Products are included in the Price, unless otherwise agreed. Containers need not be returned to Can unless otherwise stated in writing in the quotation, Order acceptance or other documentation issued by Can.

5.7 The Buyer may not suspend payment of the Price, set off amounts, or make deductions from the Price stated on the invoice or from any other sums due without Can's prior express written approval, except as otherwise provided by the consumer protection laws in force.

5.8 Can reserves the right to refuse delivery of Products to the Buyer if the Buyer owes Can any outstanding and unpaid amounts.

5.9 Ownership of the Products shall pass to the Buyer upon full payment of the Price.

5.10 Payments shall be deemed duly made only when Can is able to freely dispose of the relevant funds. Unless otherwise provided by the consumer protection laws in force, if the Buyer fails to make payment correctly within the agreed deadlines, and in any event in the event of the Buyer's default, statutory late-payment interest under Legislative Decree No. 231/2002, as amended, shall automatically accrue in favour of Can, without prejudice to Can's right to claim any greater loss.

5.11 In all cases, Can may set off claims against the Professional (including claims relating to different supplies) against any debts owed to the same Professional.

## 6. SHIPMENT AND DELIVERY. CONFORMITY AND CLAIMS. RETURNS

6.1 Shipments shall be subject to Incoterms® 2020 and to the shipping terms agreed in writing between the Parties, as specified in the relevant Contract. In no event shall the Buyer be entitled to cancel an accepted Order due to a delay in delivery.

6.2 If the shipping terms for the Products are not specified in the Contract, Can reserves the right to choose the route and method of shipment. Delivery dates are indicative, non-essential and estimated by Can with due care, but are not binding on or guaranteed by Can.

6.3 Can shall not be liable for any loss or damage suffered by the Buyer as a result of delays, failure to deliver Products (or any part thereof), or failure to deliver the quantities requested. Can shall (i) make deliveries subject to its production, procurement and shipping requirements and (ii) be entitled to split Products under a

single accepted Order into several deliveries or combine Products listed in different Orders into a single delivery.

6.4 Products are packed in standard packaging that is intact and suitable for loading onto means of transport and unloading on the ground using appropriate, approved equipment. Can disclaims any liability for damage to Products resulting from incorrect handling or lifting operations or the use of unsuitable equipment.

6.5 Upon receipt of the Products covered by the Order, the Buyer shall check their integrity and conformity with the Order. Delivery documents shall be signed only after such inspection. Unless otherwise provided by the consumer protection laws applicable to Consumers, the Buyer shall record any objection concerning Product non-conformity on the delivery note and subsequently notify Can in writing, in accordance with Article 8.8, within eight days from receipt. After this period, if no written claim has been notified to Can in accordance with Article 8.8, the Product shall be deemed accepted. Consumers shall raise any objections concerning Product non-conformity in accordance with the consumer protection laws applicable to them.

6.6 Unless otherwise provided by the consumer protection laws applicable to Consumers, a non-conforming Product (for example, an incorrect Product code or quantity, or a damaged Product) may be returned only with Can's express written authorisation. The Products must be made available within the time limit specified by Can, which shall arrange for a carrier to collect the goods. The Product must be intact and retain all stickers, markings, labels and anything else originally affixed to it by Can. In all cases, unless otherwise provided by the consumer protection laws applicable to Consumers, the Buyer shall have no right to request termination of the Contract and/or damages on grounds of Product non-conformity.

6.7 Can reserves the right to extend delivery deadlines, without being required to pay any compensation, in the following cases: (a) force majeure, including, by way of example, strikes or a lack or shortage of energy; (b) insufficient, inaccurate or delayed provision by the Buyer of information necessary to perform the accepted Order; (c) changes accepted by Can after receipt of the Order; or (d) difficulties in procuring raw materials. Can shall promptly notify the Buyer of the occurrence and cessation of any force majeure event.

6.8 Unless otherwise provided by the consumer protection laws applicable to Consumers, if Can must postpone delivery of the Products beyond the scheduled date at the Buyer's request or for a reason attributable, even indirectly, to the Buyer, all additional costs, such as storage, handling and transport costs, shall be borne by the Buyer.

6.9 Can also reserves the right to withdraw from the Contract if delivery of the Products ordered becomes impossible or more onerous for reasons beyond its control.

## 7. BUYER'S OBLIGATIONS

7.1 Unless expressly agreed otherwise and subject to any different provisions of the consumer protection laws applicable to Consumers, the Buyer shall be responsible for compliance with the laws and administrative regulations applicable to the import, export, transport, storage and warehousing of the Products. Unless otherwise provided by the consumer protection laws applicable to Consumers, the Products shall be deemed accepted by the Buyer upon delivery in accordance with the preceding Article 6.5. The Buyer shall comply with all applicable laws, regulations, industry standards and codes of conduct relating to matters covered, expressly or implicitly, by these GTC.

## 8. LIMITED WARRANTY. DAMAGES, EXCLUSION AND LIMITATION OF LIABILITY. CONSEQUENCES OF THE LIMITED WARRANTY

8.1 Can warrants that the Products received by the Buyer comply with the technical specifications for the Products stated in the accepted Order. Except as expressly provided in this clause, to the extent permitted by applicable law and unless otherwise provided by the consumer protection laws applicable to Consumers, no express or implied warranty, or warranty otherwise arising, is given in relation to Products sold under the Contract.

Except as expressly provided in this clause, to the extent permitted by applicable law and unless otherwise provided by the consumer protection laws applicable to Consumers, Can shall be liable only for loss or damage suffered by the Buyer resulting from wilful misconduct or gross negligence. Any further liability of Can is excluded to the extent permitted by law. Any provision of these GTC excluding terms, conditions or warranties, or limiting a Party's liability, shall apply only to the extent permitted by law. No provision of the Contract may exclude or limit either Party's liability in circumstances where such exclusion or limitation is contrary to law and/or to the consumer protection laws applicable to Consumers.

8.2 Subject to Article 8.1, where any terms, conditions or warranties in these GTC must be replaced, in whole or in part, by statutory terms, conditions or warranties and/or by consumer protection laws applicable to Consumers, Can's liability to the Buyer under such terms, conditions or warranties shall be limited, at Can's option, to replacement of the Product, payment of the cost of replacing the Product, or payment of the Contract value excluding VAT. Subject to the following paragraphs of this Article 8 and to the consumer protection laws applicable to Consumers, in the event of a lack of conformity, Can warrants that Products found to be defective and/or faulty and/or non-conforming shall be replaced at no additional cost or, if replacement is not possible, returned against issuance of a credit note or a discount on the next Order. Subject to Article 8.1, any other warranty, express or implied, including, by way of example, any statutory warranty, shall be replaced by these terms. Can disclaims all liability for damage occurring directly or indirectly to Products manufactured by Can or marketed by Can on behalf of third parties, or to any other Buyer-owned material, where such damage is not related to a manufacturing defect.

8.3 Except as expressly provided in these GTC, to the extent permitted by law and/or by the consumer protection laws applicable to Consumers, Can shall not be liable to the Buyer or any third party for indirect damage, damage that was unforeseeable at the time the Contract was entered into, consequential damage, losses (including loss of business opportunities, turnover or profits), costs or expenses.

8.4 Except as expressly provided by the consumer protection laws applicable to Consumers, Can reserves the right to examine Products alleged to be faulty, defective and/or non-conforming in order to assess whether the reported faults, defects and/or non-conformities actually exist. When submitting a claim, the Buyer shall therefore provide all information and documents useful for that assessment, as requested by Can. In all cases, the Products shall be made available to Can or to third parties appointed by Can for appropriate inspection.

8.5 Except as expressly provided by the consumer protection laws applicable to Consumers, Can warrants to the Buyer that the Products (i) conform to the technical information stated in the accepted Order; (ii) are free from manufacturing and/or material defects that render them unfit for the use ordinarily intended for goods of the same type; and (iii) are not lacking the essential qualities required for such use (the "Warranty"). The Warranty shall apply provided that: (i) any defects are reported to Can within two (2) years from the date the Products are delivered to the Buyer, pursuant to Article 1495 of the Italian Civil Code; (ii) proof of purchase of the Product is provided; (iii) the defects are caused by manufacturing and/or material defects; and (iv) the Product has been stored and used in full compliance with the characteristics and technical information provided by Can. Except as expressly provided by the consumer protection laws applicable to Consumers, failure to report any defects or non-conformities within eight (8) days of discovery shall result in forfeiture of the Warranty. Except as expressly provided by the consumer protection laws applicable to Consumers, Can shall not provide the Buyer with any additional warranty other than that set out in this Article 8.

8.6 Acceptance of the Products by the forwarding agent, carrier or any other person appointed by the Buyer to collect them shall constitute evidence that the packaging was in good condition, and all of Can's liability in this regard shall cease upon delivery. The Buyer shall also check upon arrival that the Products conform to the accepted Order.

8.7 Except as expressly provided by the consumer protection laws applicable to Consumers, Can disclaims all liability for damage of any kind, whether direct or indirect, caused to property or persons where such damage does not relate to a use that could reasonably have been expected when the Products were manufactured.

8.8 The Buyer shall submit any claim relating to Product non-conformity by e-mail to quality@airxcel.eu, attaching a copy of the transport document, the invoice and photographs of the Products in question, and specifying the relevant invoice number, delivery note/transport document number, Product code and quantity being disputed.

Except as expressly provided by the consumer protection laws applicable to Consumers, claims concerning discrepancies from the accompanying transport documents, damage or shortages attributable to transport shall be notified to Can by e-mail at orders@airxcel.eu within 24 hours of receipt of the Products.

8.9 Except as expressly provided by the consumer protection laws applicable to Consumers, visible defects such as breakage, abrasions or scratches, or any lack of conformity in quantity, quality or aesthetic characteristics, shall be presumed to have been detectable at the time of delivery.

8.10 Except as expressly provided by the consumer protection laws applicable to Consumers, any claim concerning faults, defects or lack of conformity raised by the end user, or by the Buyer by way of recourse in response to claims made by its own customer or successor in title, after expiry of the above Warranty period shall be borne entirely by the Buyer, to the exclusion of any right of recourse or reimbursement. Replacements made under the Warranty shall not extend or renew the Warranty period.

8.11 The Warranty shall not apply if the warnings and instructions provided, or reasonably expected to be observed with ordinary diligence, have not been followed.

8.12 Except as expressly provided by the consumer protection laws applicable to Consumers, any other rights or remedies provided by law are excluded, in particular, but not limited to, those under Articles 1490, 1497 and 1512 of the Italian Civil Code. In all cases, damages are excluded, except in cases of wilful misconduct or gross negligence by Can. To the extent permitted by applicable law and by the consumer protection laws applicable to Consumers, this Article 8 shall in all cases constitute the Buyer's sole and exclusive remedy if the Products prove defective, provided that the Buyer reports the alleged defect to Can promptly and in writing and has paid for the Products concerned.

## 9. TERMINATION

Following notice to the Professional, Can may, at its option and without prejudice to any other rights it may have, suspend or terminate Contracts with immediate effect pursuant to Article 1456 of the Italian Civil Code, require the Professional to pay the Price in advance or upon delivery, or cancel the supply of Products not yet delivered or not fully delivered, at any time by prior written notice, if:

(a) the Professional is placed in liquidation or becomes subject to any insolvency, restructuring, liquidation or dissolution proceedings, or is in financial difficulty; or

(b) a force majeure event prevents the Professional from performing its obligations under the Contract for a period exceeding thirty (30) days.

Can shall in no way be liable to the Professional for any loss or damage suffered by the Buyer as a result of suspension or termination of the Contract. Termination of the Contract for any reason shall not prejudice rights acquired by Can up to the date of termination.

## 10. FORCE MAJEURE

Can's failure to perform obligations under Orders and Contracts shall not constitute a breach where performance is prevented by objective circumstances that are unforeseeable and beyond Can's control. Such force majeure events shall include, by way of example and without limitation, epidemics, natural disasters, orders of public authorities, wars, civil unrest, embargoes, impediments to the supply of raw materials, energy or other materials, explosions, fires, destruction of machinery, equipment or factories, general strikes and lockouts of any kind, and prolonged interruptions to transport and telecommunications. If a force majeure event

prevents Can from performing its obligations, Can shall immediately notify the Buyer and may suspend performance of its contractual obligations.

## 11. PROHIBITION ON ASSIGNMENT

The Contract, the Order and any claims arising therefrom may not be assigned by the Buyer without Can's prior written consent.

## 12. PRODUCT TRACEABILITY. USE OF TRADEMARKS, SIGNS AND OTHER INDUSTRIAL PROPERTY RIGHTS. CONFIDENTIALITY

12.1 All trademarks, distinctive signs, logos, trade names and other intellectual property rights relating to the Products and to any document issued by Can or appearing on its website are registered or unregistered trademarks of Can or of third parties that have licensed their trademarks to Can (the "Trademarks"). The Buyer may not reproduce or otherwise use the Trademarks without Can's prior written authorisation. Unless otherwise agreed in writing, the Buyer may not use the Trademarks used by Can to distinguish its products from those of other businesses, except when trading in the Products in their original packaging bearing Trademarks, signs and other indications applied by Can. The obligations set out in this Article shall also be imposed on the Buyer's customers and all subsequent purchasers.

12.2 The Buyer may alter or remove Trademarks (including, without limitation, company or trade names, labels and any other element protected by intellectual property rights) from Product packaging only with Can's prior written authorisation or where permitted by law.

12.3 All technical, commercial, financial, operational or other information, materials and data of any kind and in any form, including those relating to Can's Products and services, are the property of Can and shall be treated as confidential by the Buyer. The Buyer shall keep such information confidential, shall not disclose it to third parties without Can's prior written consent, and shall not use it for purposes other than those specified in these GTC and the Contracts. The Buyer's confidentiality obligations shall not apply to information that, at the time of disclosure, (i) was already in the Buyer's possession; (ii) was in the public domain through no fault of the Buyer; (iii) was lawfully disclosed to the Buyer by a third party entitled to disclose it; or (iv) must be disclosed pursuant to a court order.

## 13. GOVERNING LAW AND EXCLUSIVE JURISDICTION

### 13.1 Buyer qualifying as a Professional

These GTC and the Contract of which they form an integral part shall be interpreted and governed by Italian law, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods, adopted in Vienna, Austria, on 10 April 1980, shall not apply to the supply of Products under these GTC. All references in these GTC to laws, legislative decrees and any other legal provisions shall be references to Italian law.

The courts of Vicenza, Italy, shall have exclusive jurisdiction over any dispute between Can and the Professional relating to these GTC and the Contract of which they form an integral part.

### 13.2 Buyer qualifying as a Consumer. Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR) platforms

These GTC and the Contract of which they form an integral part shall be interpreted and governed by the law of the Buyer's country in their capacity as a Consumer. Specifically with regard to Italian Consumers, these GTC and the Contract of which they form an integral part shall be governed by Italian law, and in particular by Legislative Decree No. 206 of 6 September 2005, the "Consumer Code". Any disputes arising from these GTC and the Contract of which they form an integral part shall be resolved in Italy, unless otherwise provided by the consumer protection laws in force in the Consumer's country.

As an alternative to court proceedings, Consumers in Australia, New Zealand, the EU, the United Kingdom and Switzerland may submit complaints to consumer protection agencies, alternative dispute resolution bodies (ADR) or online dispute resolution platforms (ODR).

Any dispute, controversy or claim arising out of or relating to these GTC or the Contract of which they form an integral part, including their validity, interpretation or breach, shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitration shall take place in Milan, Italy, unless otherwise mutually agreed or unless local consumer protection laws require a different dispute resolution process. Each Party shall bear its own legal fees, subject to any decision by the arbitrator. The arbitrator's decision shall be final and binding, with no right of appeal except as permitted under the Federal Arbitration Act. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief from a court of competent jurisdiction.

If a Consumer has a complaint about the Products, they may contact Can in an attempt to resolve it. If Can is unable to resolve the Consumer's complaint, the Consumer may be entitled to refer the dispute to an alternative dispute resolution (ADR) body, including as set out below:

- Australia: The Australian Competition and Consumer Commission (ACCC) (www.accc.gov.au) and the relevant state consumer protection agencies.
- New Zealand: The New Zealand Consumer Protection Service (www.consumerprotection.govt.nz) and the Disputes Tribunal (www.justice.govt.nz).
- European Union (EU): Consumers may use the EU Online Dispute Resolution (ODR) platform (https://ec.europa.eu/consumers/odr/) to seek an out-of-court solution.
- United Kingdom: The UK Alternative Dispute Resolution (ADR) system, such as Ombudsman Services (www.ombudsman-services.org) or the Chartered Trading Standards Institute (CTSI) (www.tradingstandards.uk).
- Switzerland: The Swiss Consumer Protection Foundation (www.konsumentenschutz.ch) or the relevant cantonal consumer protection office.
- United States: Before commencing arbitration, the Parties agree to attempt to resolve any dispute through good-faith negotiations. Consumers may also seek assistance through the Better Business Bureau (BBB) Online Dispute Resolution Service or similar third-party mediation services.
- Canada: Consumers may resolve disputes through the consumer protection office in their respective province or seek assistance from online dispute resolution (ODR) service providers before arbitration.

**13.3 Class Action Waiver**

To the fullest extent permitted by law, all claims must be brought individually and not as part of a class action or representative proceeding.

## 14. MISCELLANEOUS

14.1 Any notice relating to these GTC or the Contract shall be made in writing and delivered by post or e-mail to the recipient at the address stated in the Contract or at any other address notified in writing by one Party to the other.

14.2 If any provision of these GTC is or becomes wholly or partly null, invalid, illegal or unenforceable, this shall not affect the validity of the other provisions or the remaining parts of the affected provisions. In such case, these GTC shall remain effective between the Parties excluding the invalid, illegal or unenforceable provision. Can's tolerance of the Buyer's failure to strictly perform any provision of these GTC shall not be deemed a waiver of Can's right, whether existing or future, to enforce that provision.

14.4 The commercial relationship between Can and the Buyer shall not create any agency, partnership, joint venture or employment relationship between the Parties. Neither Party shall have authority to act in the name or on behalf of the other in any way.

14.5 These GTC are valid for an indefinite period and may be amended by Can at any time without prior notice.

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## 15. PERSONAL DATA

15.1 The Buyer declares that it has read the privacy notice pursuant to Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR"), available on Can's website, and by accepting these GTC consents to the processing of its personal data for the purposes and in accordance with the procedures described in that notice. The Buyer's personal, company and tax data, acquired directly or indirectly by Can, shall be collected and processed in paper, electronic or digital form exclusively for the purpose of enabling accepted Orders to be performed. The data acquired by Can shall be retained for no longer than necessary for the purposes for which it was collected and subsequently processed. For matters not expressly provided for herein, reference is made to the aforementioned privacy notice, which the Buyer declares it has received, reviewed and understood.

**NOTE: By submitting any Order, including through electronic means and/or Can's agents, representatives and/or sales intermediaries, the Buyer specifically approves, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following provisions of these GTC:**

- Articles 3.1, 3.2 and 3.5 – General provisions. Product characteristics
- Article 4.1 – Acceptance of Orders
- Article 5 – Prices and payment terms
- Articles 6 and 6.2 – Shipment and delivery. Conformity and claims. Returns
- Articles 7.1 and 7.2 – Buyer's obligations
- Article 8 – Can's limited warranty. Damages, exclusion and limitation of liability. Consequences of Can's limited warranty
- Article 9 – Termination
- Article 11 – Prohibition on assignment
- Articles 12.1, 12.2 and 12.3 – Product traceability. Use of Can's trademarks, signs and other industrial property rights. Confidentiality
- Article 13 – Governing law and exclusive jurisdiction
- Article 13.3 – Class action waiver