

# GENERAL TERMS AND CONDITIONS OF PURCHASE - CARRIER

## FRANCE - Applicable from 1 January 2023

**Art 1 - Scope** The purpose of these General Terms and Conditions of Purchase (GTCP) is to define the terms and conditions applicable to any order and/or contract for the purchase of products or services (**the Order** and/or **the Contract**) placed by one of CARRIER's entities listed in Appendix 1 (**the Buyer**) with a supplier (**the Supplier**). The Supplier is deemed to have read and accepted all of the GTCP, unless otherwise notified in writing and within 7 days of sending the GTCP. In the absence of any refusal or reservations issued by the Supplier, these GTCP are fully applicable between the Parties.

**Art 2 - How to order** When placing the Order, the Buyer shall specify, in addition to the content of the Order (name and description of the products or services, quantity, delivery time and place, price, etc.), if necessary, the specifications, including in terms of quality, which the Order must meet, where applicable, by attaching technical specifications and/or any other document specifying the Buyer's expectations and needs. These documents form an integral part of the Order. The Buyer reserves the right to modify, at any time before delivery, the content of the Order. The time and **price** of the Order shall be adjusted, to the extent strictly necessary, in a fair manner depending on the changes requested by the Buyer after express acceptance by the Buyer. The Buyer reserves the right to cancel the Order, in whole or in part, at any time before delivery, without compensation, at its sole convenience, particularly in the event of a breach of a provision of the Order by the Supplier.

**Art 3 - Price** The price of the products and services provided is the price which was fixed and accepted at the time of the Order. The Supplier undertakes to ensure that this price is no less favourable than the price offered to other buyers for the same types of products/services of the same quality and guarantees that it complies with the regulations on pricing practices in force.

**Art 4 - Payment of the price** Unless specifically agreed by the parties, in strict accordance with applicable legislation, all invoices issued by the Supplier are payable within 60 days of the date of issue of the invoice. The final payment date, which must be consistent with applicable legislation, will then be shown on the Order and on the corresponding invoice. Failure to pay results in late payment penalties from the due date, the rate of which is equal to 3 times the legal interest rate in force as well as the payment of a flat-rate indemnity of €40. Invoices shall be drawn up in two copies and include, in addition to the mandatory legal information, the following information: the number, description and prices excluding tax and including tax of the products or services as well as the quantity ordered; the date and place of delivery of the products or performance of the services; the amount of VAT applicable; the payment deadline; the national or intra-Community VAT number of the Supplier. Payment of the invoice does not constitute acceptance of the product or service. The Buyer reserves the right to subsequently invoke a possible defect or non-conformity of the product or service. Invoices shall be sent regardless of the place of delivery or issue of the Order to the address of the registered offices of the entities listed in Appendix 1, unless specifically requested by the Buyer at the time of the Order.

**Art 5 - Delivery** The products are delivered ready for use. Deliveries of the products and/or the performance of the services shall be made to the places and within the deadlines defined at the time of the Order and accompanied by a delivery note including the purchase order number; the number, description of the products or services and the quantity ordered; the date and place of delivery of the products or performance of the services, the deadline for delivery of the products and the performance of the services, being a strict deadline, is an essential and decisive condition of the Buyer's consent. No partial delivery shall be accepted without the prior consent of the Buyer. In the event that the Supplier is unable to comply with the deadlines set, it shall inform the Buyer immediately in writing. In case of a delay in the delivery of the products or the performance of the services, the Buyer reserves the right to terminate the Order as well as any other Order or Contract entered into with the Supplier without any compensation being due to the Supplier and without prejudice to the Buyer's right to use another supplier of its choice, at the Supplier's expense. In any event, the Supplier shall be fully liable for any delay in delivery and/or performance of the services and shall therefore bear all the harmful consequences, direct or indirect, which may result from this delay. In addition, the Supplier shall immediately pay the Buyer, as a contractual penalty, a sum of 1% of the amount excluding tax of the Order per day of delay, beginning with the due date, irrespective of the Buyer's right to obtain compensation by any legal remedy for any damage suffered as a result of the delay in the delivery and/or performance of the services.

**Art 6 - Quality - Compliance of products and services** The Supplier undertakes to ensure that all the products and services provided comply with the law and statutory texts as well as the specifications communicated by the Buyer, including

the quality criteria appearing in the technical specifications or any other document communicated at the time of the Order. The Buyer reserves the right to ask the Supplier for copies of all quality tests and inspections carried out by a specialised body on the products delivered or services provided. The conformity of the products and services delivered, which also covers the quantities requested, may be subject to reservations and give rise to the application of the provisions of this Article. If the quality does not comply with the Buyer's specifications, at its discretion, the ordered product or service may be refused. In this case, the Supplier undertakes to replace it immediately or to immediately provide the necessary corrective service, unless the Buyer prefers, after notifying the non-compliance, to request the cancellation of the sale or use another supplier of its choice, at the Supplier's expense. However, if the Buyer decides, at its discretion, to nevertheless use the non-compliant product or service, the Supplier shall bear any additional costs that may result therefrom for the Buyer. In particular, the costs related to a quality that does not comply with the Buyer's specifications shall be invoiced to the Supplier on the basis of quotations and invoices for replacement products or services chosen by the Buyer. In addition, the Supplier shall be considered fully liable with regard to the Buyer, for all the harmful consequences of a lack of conformity of the products delivered or the services provided. Furthermore, the Supplier shall pay the Buyer, upon confirmation of the duly notified defect, a lump sum amounting to 10% of the amount excluding tax of the non-compliant products or services invoiced by the Supplier, irrespective of the Buyer's right to obtain, by any legal means, full compensation for any damage suffered as a result of this non-compliance.

**Art 7 - Liability - Warranty** Notwithstanding any provision to the contrary contained in any document whatsoever, the Supplier assumes full liability towards the Buyer for the products and services provided without any limitations other than those provided for in this article. In this respect, it undertakes to guarantee the Buyer for a minimum period of 2 years from the delivery of the products (or their commissioning if this takes place subsequently) or from the final performance of the services, against any claim of any kind whatsoever that may be made in this respect, and against any harmful consequences that may result for the Buyer, as well as to replace or repair, at its expense, any non-compliant product or provide any necessary corrective service. During this period, the Supplier guarantees its products and services against any hidden defect of any kind whatsoever. In addition, it undertakes for a period of 2 years from the delivery of the products (or their commissioning if it takes place subsequently) or from the final performance of the services to guarantee the proper functioning of the products concerned and, as such, to ensure, at its expense, during this period, the maintenance, repairs or replacement of defective products or spare parts when necessary. Beyond this warranty, the Supplier undertakes to offer the Buyer the possibility of sourcing spare parts for a period of 10 years from the expiry of the 2-year period referred to above. The Supplier shall bear, without limitation, the financial consequences due to bodily injury, material or immaterial damage caused to the Buyer and/or third parties, due to the products delivered. The Supplier undertakes to have sufficient capital for its activity and to take out any mandatory or necessary insurance policy, in particular "civil liability" and, where applicable, "ten-year guarantee", to guarantee full pecuniary compensation for any bodily injury, material or immaterial damage that may be caused by the product or service provided and for which the Supplier may be declared partially or fully liable.

**Art 8 - Transfer of ownership and risks** The ownership of the products and services shall be transferred upon delivery and without reservation by the Buyer of said products and services, regardless of the date of payment, even before the payment is made. Similarly, the risks of loss, theft and deterioration shall be transferred upon delivery and unreserved receipt of the products and services by the Buyer, regardless of the earlier date of transfer of ownership and payment.

**Art 9 - Assignment** The Supplier shall not under any circumstances assign, without the prior written authorisation of the Buyer, its rights or obligations relating to an Order or the Contract. Any assignment or attempted assignment without the Buyer's authorisation shall be deemed null and void.

**Art 10 - Confidential Information** All specifications, drawings, models, documentation, technical specifications or information of any kind whatsoever provided or communicated by the Buyer in writing or orally to the Supplier and appearing on any medium whatsoever as well as any copy that may be made by the Supplier (**Confidential Information**) are strictly confidential and belong exclusively to the Buyer. The Supplier undertakes to use the Confidential Information only in the context of the Order and/or the Contract. Consequently, the Supplier refrains from communicating the Confidential Information to third parties and from using it for purposes other than those strictly related to the Order

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and/or the Contract, without the prior written authorisation of the Buyer. Confidential Information must be returned within eight days, when the Order or the Contract has been processed or performed or at the request of the Buyer as well as in the event of termination or expiry of the Order or Contract. The same applies to any equipment supplied or entrusted by the Buyer to the Supplier for the purposes of the Order or Contract or manufactured by the Supplier according to the Order or Contract. The provisions of this article remain fully applicable in the event of termination, expiry or performance of the Order or Contract for any reason whatsoever. The Supplier's attention is drawn in particular to the fact that any breach of this confidentiality undertaking would be likely to cause irreparable harm for the Buyer, which in this case reserves the possibility of using immediately and by any legal means any legal proceedings, including summary proceedings, aimed at immediately reducing the extent of its loss and obtaining compensation for the latter. The Supplier guarantees the personal commitment of its employees and principals to comply with the same confidentiality undertaking.

**Art 11 - Termination** The Buyer reserves the right to terminate the Order or Contract automatically in the following cases: (i) When the Supplier is in breach of any of its obligations under the GTCP, the Order, the Contract or any other agreement entered into between the Buyer and the Supplier; (ii) The voluntary cessation of business, or the initiation of receivership or liquidation proceedings of the Supplier, subject to the applicable public policy provisions; (iii) The acquisition of any stake whatsoever in the capital of the Supplier by a company competing with the Buyer; (iv) A change in the social or industrial organisation of the Supplier that may affect the proper performance of the Order or Contract. Any termination of an Order or the Contract in the cases mentioned in points 1 to 4 above may result, at the Buyer's choice, in the immediate cancellation of any other Order or any other Contract entered into with the Supplier. In the cases of termination mentioned in points 1 and 4 above, the Buyer reserves the right to perform or have performed by a third party designated by it all or part of the Order or Contract at the Supplier's expense. In this respect, the Supplier undertakes to communicate to the Buyer or to the third party designated by it all the elements, including the know-how, necessary for the delivery of the products and services. The provisions of this clause are without prejudice to the Buyer's right to obtain compensation for any other damage suffered as a result of such termination by any legal means.

**Art 12 - Compliance with the Law - Ethics** The Supplier declares that it complies with all legal and regulatory requirements, particularly those relating to labour regulations, tax regulations, health, safety and the environment and holds the Buyer harmless against any claim in this respect. It shall provide all the documents provided for in Article D8222-5 of the French Labour Code under the prescribed conditions. In addition, the Supplier undertakes to comply with the provisions set out in the French Code of Ethics and the Buyer's Supplier Code of Conduct available via the following link: [Carrier Code of Ethics](#)

**Art 13 - Personal Data** The parties acknowledge and agree that in the performance and administration of the Order and/or the Contract, they will collect and process the other party's personal data as independent data controllers, for the purposes of invoicing and performing and managing the Order and/or the Contract, and they undertake to comply with all data protection laws. Where a Party provides personal data to the other party for these purposes, it shall ensure that it is legally entitled to do so, including by obtaining its consent and notifying the persons whose personal data it has provided to the other party, if necessary. The parties shall not sell or exchange for anything of value the personal data processed in connection with the performance of the Order and/or the Contract and thereafter. The Buyer may share personal data with service providers and the Buyer may store personal data on servers located and accessible worldwide by the

Buyer's entities and their service providers, but only in accordance with applicable data protection laws and by providing appropriate safeguards. Data protection is an absolute priority for the Buyer. For more information, see our [General Privacy Notice](#). This data protection clause shall survive the termination of the Order and/or the Contract. In the case of an Order and/or a Service Contract, the Supplier undertakes to comply with the provisions set out in Appendix 2 of these GTCP.

**Art 14 - Compliance with International Trade** The Buyer is subject to export controls and regulations issued by the European Union, the United States of America and other legislation and the Supplier shall do whatever is necessary to comply with them and shall provide in this respect all necessary assurances of compliance with them, in particular so that the Buyer complies with these controls and regulations. The Buyer cannot be exposed with regard to these regulations and controls to which it may be subject as a result of the performance of the Order and/or the Contract. The Buyer reserves the right to refuse to perform, suspend or terminate the Order with immediate effect in the event of a breach or potential breach of any governing laws, regulations or ethical rules, including, but not limited to, international business compliance rules prohibiting the sale of goods and services to certain countries, certain natural persons or legal entities that are subject to economic, financial or other international sanctions.

**Art 15 - Intellectual Property** No provision of these GTCP shall affect the ownership of the intellectual property rights (IPR) of either party that may be used and/or disclosed and/or made available to either party for the purpose of fulfilling an Order and/or a Contract. Nothing in these GTCP shall be construed as conferring on either party any license or right to use the other party's IPR. Furthermore, the Supplier guarantees that the products and/or services it provides do not infringe the intellectual property rights of third parties. The Supplier guarantees the Buyer against any third party claims in this respect and shall indemnify the Buyer for any resulting damage. Any document, specification, drawing, material and tool provided by the Buyer or created and purchased by the Supplier for the specific needs of the Buyer at the latter's expense, shall be the property of the Buyer. The Supplier shall not use them with regard to third parties without the express authorisation of the Buyer.

**Art 16 - Nullity - Tolerance** If any of the provisions of these GTCP is deemed to be null or unenforceable in whole or in part, only the provision concerned or the part of this provision shall be considered null or unenforceable, without the remainder of these GTCP being null and void. In addition, if necessary, the parties undertake to negotiate in good faith a new provision with a view to replacing that which would have been deemed invalid. In addition, the fact that one of the parties refrains from invoking against the other party any of the clauses of these GTCP shall not be interpreted as implying its waiver of the benefit of said clauses.

**Art 17 - Force Majeure** Under the conditions laid down in Article 1218 of the French Civil Code and in the cases defined by French case law, neither party may be held liable for a breach due to an event of force majeure that would prevent it or delay the performance of its obligations under an Order or the Contract. In the event that the performance of the Order or Contract is suspended in whole or in part for a period of more than thirty (30) days, either party may automatically terminate the Order of Contract without any compensation being due on either side.

**Art 18 - Governing Law - Jurisdiction** These GTCP are governed by French law to with the exception of the United Nations Convention on Contracts for the International Sale of Goods and any other provision of private international law that would result in the applicability of other laws. All disputes that cannot be settled amicably will fall under the exclusive jurisdiction of the Commercial Court of the registry of the registered office of each of the entities listed in Appendix 1.

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**APPENDIX 1 - LIST OF CARRIER ENTITIES - FRANCE**

CARRIER EMEA SAS	76 250 €	3 Rue Joseph Monnier 92500 Rueil-Malmaison	420 961 690 RCS NANTERRE	FR 81 420 961 690
CARRIER SCS	15 509 784 €	Route de Thil 01120 Montluel	483 018 370 RCS BOURG-EN-BRESSE	FR 58 483 018 370
CARRIER FRANCE SCS	5 094 400 €	19-21 Rue Alexis de Tocqueville 92160 Antony	901 765 636 RCS NANTERRE	FR 94 901 765 636
CARRIER MONTLUEL SCS	19 437 700 €	Route de Thil 01120 La Boisse	901 903 864 RCS BOURG-EN-BRESSE	FR 06 901 903 864
CARRIER CULOZ SA	26 728 480 €	700 Avenue Falconnier 01350 Culoz	545 620 114 RCS BOURG-EN-BRESSE	FR 01 545 620 114
CARRIER SCS – ETS PROFROID	15 509 784 €	178 rue du Fauge Zi Les Paluds 13400 Aubagne	483 018 370 00260 RCS MARSEILLE	FR 58 483 018 370
CARRIER TRANSICOLD EUROPE SCS	16 090 700 €	3 rue Joseph Monnier 92500 Rueil-Malmaison	410 041 776 RCS NANTERRE	FR 52 410 041 776
CARRIER TRANSICOLD FRANCE SCS	4 479 600 €	1 Avenue du Commandant Bernard Bicheray 76000 Rouen	410 041 602 RCS ROUEN	FR 15 410 041 602
CARRIER TRANSICOLD INDUSTRIES SCS	7 145 000 €	810 Route de Paris 76520 Franqueville-Saint-Pierre	410 041 677 RCS ROUEN	FR 46 410 041 677
CARRIER REFRIGERATION DISTRIBUTION FRANCE SAS	7 500 000 €	259 Avenue du Général Leclerc 94700 Maisons-Alfort	383 175 999 RCS CRETEIL	FR 21 383 175 999

A COPY OF THESE GTCP IN A MORE LEGIBLE FORMAT CAN BE PROVIDED UPON REQUEST

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CARRIER REFRIGERATION OPERATIONS FRANCE SAS	250 000 €	Rue Saint Marc 41200 Romorantin Lanthenay	405 398 769 RCS BLOIS	FR 37 405 398 769
CARRIER FIRE & SECURITY FRANCE SAS	37 000 €	4 Rue Edmond Michelet 93360 Neuilly-Plaisance	320 367 147 RCS BOBIGNY	FR 39 320 367 147
ONITY SAS	240 300 €	4 Rue Edmond Michelet 93360 Neuilly-Plaisance	433 212 750 RCS BOBIGNY	FR 58 433 212 750
SENSITECH FRANCE SARL	10 000 €	3 rue Joseph Monnier 92500 Rueil-Malmaison	439 424 201 RCS NANTERRE	FR 32 439 424 201
MARIOFF FRANCE SAS	40 000 €	165 Boulevard de Balmy 92700 Colombes	438 997 306 RCS NANTERRE	FR 38 438 997 306
DET-TRONICS FRANCE SAS	37 000 €	23 Rue Alexis de Tocqueville 92160 Antony	410 244 529 RCS NANTERRE	FR 24 410 244 529
RIELLO FRANCE SAS	689 200 €	24 Avenue Graham Bell 77600 Bussy-Saint-Georges	712 043 777 RCS MEAUX	FR 59 712 043 777
TOSHIBA CARRIER EUROPE SAS	23 232 800 €	Route the Thil 01120 Montluel	814 637 336 RCS BOURG EN BRESSE	FR 27 814 637 336

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## APPENDIX 2 - PERSONAL DATA PROTECTION

1. The following definitions shall apply to this data protection clause ("this Clause");

a. **"Data Protection Laws"** means all national, federal, state and provincial laws applicable to the processing of Personal Data by the Supplier in connection with the performance of an Order or the Contract. Data Protection Laws include the GDPR (General Data Protection Regulation), as well as any similar legislation in the world, such as, but not limited to, (i) Australian Privacy Principles and the Australian Privacy Act (1998), (ii) the Personal Information Protection Law (PIPL) of the People's Republic of China, (iii) Japan's Act on the Protection of Personal Information (APPI), (iv) the 2012 Law on the Protection of Personal Data of Singapore, (v) Lei Geral de Proteção de Dados (LGPD) of Brazil, (vi) United States federal or state laws governing personal data protection, such as the California Consumer Privacy Act (CCPA), (vii) Canada's Personal Information Protection and Electronic Documents Act (LPRDE), (viii) the Swiss Federal Data Protection Act.

b. **"Personal Data"** means any information relating to an identified or identifiable natural person ("Data Subject") who can be identified directly or indirectly, using a name, an identification number, geolocation information, an online identifier or one or more physical, physiological, genetic, mental, economic, cultural or social factors. For clarity, Personal Data includes, but is not limited to, any information classified as personal data under Data Protection Laws.

c. **"Data Breach"** means any actual or reasonably suspected incident leading to accidental or unlawful access to Personal Data or the destruction, loss, alteration, accidental or unlawful unauthorised disclosure of Personal Data transmitted, stored or otherwise processed.

d. **"SCC"** means the **"EEA Standard Contractual Clauses"** i.e. the standard contractual clauses approved by Implementing Decision (EU) Rod2021/914 of the European Commission of 4 June 2021 and the **"UK Standard Contractual Clauses"**, i.e. the addendum to the international transfer of data to the EEA standard contractual clauses published by the Information Commissioner ("ICO") pursuant to section 119A of the Data Protection Act of 2018.

2. The Supplier shall:

a. Comply with all governing Data Protection Laws;

b. Not sell, or exchange for anything of value, Personal Data processed hereunder in connection with the performance of an Order or the Contract and thereafter;

c. In the performance of an Order or the Contract, not to process Personal Data for purposes other than the provision of the goods and/or services, and not to disclose such Personal Data to a third party, unless requested by the Buyer or required by law, for example in connection with a regulatory request, a subpoena, search warrant or any other legal, regulatory, administrative or governmental procedure requiring the disclosure of Personal Data. The Supplier shall take all commercially and legally reasonable steps to limit the nature and scope of the required disclosure to the minimum amount of Personal Data required to comply with governing law. Unless prevented by governing law, the Supplier shall provide the Buyer with reasonable prior written notice of any request for disclosure in order to enable the Buyer to challenge legal, regulatory, administrative or other governmental proceedings, and to cooperate with the Buyer to limit the scope of disclosure to data strictly required by law;

d. Immediately inform the Buyer if, in the Supplier's opinion, the collection or processing of Buyer Personal Data under this Clause infringes Data Protection Laws;

e. Inform the Buyer in writing and without delay of any (new) Data Protection Law which (i) could have an impact on the Supplier's ability to deliver the goods or provide the services, (ii) render mandatory the addition of contractual clauses specific hereto or would require a modification of this Clause, or (iii) impose on the Buyer or the Supplier obligations which differ from this Clause;

f. Where the Supplier engages a subcontractor for the performance of specific processing activities (on behalf of the Buyer), to do so only through an agreement which imposes on the subcontractor, in substance, the same or equivalent data protection obligations as those imposed on the Supplier under

this Clause. The Supplier shall ensure that the subcontractor complies with the obligations to which the Supplier is subject under this Clause and the governing Data Protection Laws. The Supplier shall remain fully responsible for the acts and omissions of any subcontractor or other party that processes Buyer Personal Data on behalf of the Supplier in the same manner and to the same extent as it is itself responsible for its own acts and omissions with respect to such Buyer Personal Data. The Supplier shall inform the Buyer of any breach by the subcontractor of its contractual obligations;

g. Take reasonable steps to ensure that the Supplier's employees, agents, representatives and subcontractor, subcontractor's employees, or any other person used by the Supplier ("Supplier's Personnel") who have access to Personal Data provided by the Buyer are reliable, including (i) ensuring that all Supplier's Personnel is required to maintain the confidentiality of the Personal Data through contractual or legal obligations of confidentiality towards the Buyer equivalent to those of the Contract, (ii) ensuring that the Supplier's Personnel complies with the terms of this Clause, and (iii) ensuring that each Supplier's Personnel have received appropriate data protection training, and have received the necessary instructions to process the Personal Data in accordance with this Clause. In any event, the Supplier shall limit access to the Personal Data to the Supplier's Personnel to cases of absolute necessity. The Supplier will regularly review the list of its personnel who have access to the Personal Data and immediately revoke their access, if they no longer need it;

h. Assist the Buyer in ensuring compliance with the following obligations, taking into account the nature of the processing of Personal Data and the information available to the Supplier. The obligation to: (i) Carry out a "Data protection impact assessment" - (DPIA) - (ii) Carry out an impact transfer assessment ("ITA"); (iii) Consult with competent authorities before processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by the Buyer to mitigate the risk; (iv) Ensure that the Personal Data is accurate and up-to-date, informing the Buyer immediately if the Supplier becomes aware that the Personal Data it processes is inaccurate or has become obsolete; (v) The obligations of Article 32 of the GDPR and Articles 33, 36 to 38 of the GDPR; (vi) Provide a privacy notice to data subjects with whom the Supplier is in direct contact, unless the Supplier and the Buyer agree in writing that the obligation in relation to the privacy notice is solely the responsibility of the Buyer; (vii) immediately inform the Buyer if the Supplier receives a request from any competent authority in relation to Personal Data or a complaint from a natural person concerning the processing of Personal Data in connection with the provision of goods and/or services. The Supplier shall cooperate with the Buyer and, where applicable, with any competent authority to enable the Buyer to respond to the request or complaint; (viii) The obligation (a) to immediately inform the Buyer if the Supplier receives a legally binding request for disclosure of Personal Data by a law enforcement authority, unless otherwise prohibited, (b) review such data request and appropriately restrict and challenge requests that are not necessary or disproportionate and (c) provide assistance as reasonably requested by the Buyer;

i. Enable the Buyer to take reasonable steps to monitor compliance with its obligations under this Clause, including by inspecting the Supplier's data processing facilities, procedures and documentation, and authorising audits and fully cooperating with them. The provisions of the Contract that apply to audits of any kind also apply to audits related to compliance with Data Protection Laws or the Supplier's obligations set out in this Clause. Without prejudice to the foregoing, the Supplier shall allow audits and inspections, collaborate with the Buyer and contribute to audits and inspections conducted by the Buyer or by an auditor mandated by the Buyer, in a manner proportional to (i) the nature and intensity of the risks associated with the processing of Personal Data in connection with an Order or the Contract, and (ii) the degree of urgency and severity of the actual or suspected potential breach of the Parties' obligations under the Data Protection Laws. In general, the Buyer shall give the Supplier not less than 30 days' notice before carrying out such audits, unless an earlier audit or inspection is required by the governing Data Protection Laws or is mandated by the competent authorities;

j. To provide the Buyer, upon its first request, with any audit report issued pursuant to ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SSAE 18, SOC 2, OR ISAE 3402 and relating to Buyer Personal Data;

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k. Implement and maintain appropriate technical, physical, organisational, administrative and contractual measures (including the use of encryption, physical access restrictions to all locations containing Personal Data provided by the Buyer, such as storing such records in locked facilities, storage areas or containers, back-up and disaster recovery systems, and any other measures necessary or required by governing Data Protection Laws, as well as, without limitation, any security measures) to ensure a level of security appropriate to the risk, to avoid any unauthorised or unlawful processing of Personal Data, as well as any accidental or unlawful loss, destruction, alteration, disclosure, storage, access or damage to Personal Data. The Supplier shall periodically test and reassess such technical, physical, organisational and administrative security measures adopted to ensure that they remain appropriate and effective.

3. If the Supplier becomes aware of an actual or suspected incident, event, risk or intrusion, which, alone or in combination with other circumstances, may subsequently result in or cause a Data Breach, as defined above (hereinafter referred to as "Incident") the Supplier shall:

i. Take all reasonable actions and measures necessary to contain and remedy the Incident, to the extent possible;

ii. Assist the Buyer and provide it with any available information regarding the investigation, corrective actions taken and analysis of the Incident, unless expressly prevented by governing laws;

iii. Promptly upon becoming aware of such Incident, notify the Buyer of all available details relating to such Incident, conduct a further investigation and provide the Buyer with any additional details, information or conclusions of which the Supplier becomes aware during the investigation of the Incident;

iv. If necessary, accompany the initial notification with an explanation detailing the reasons why an exhaustive notification of the Data Breach could not be made earlier, in order to enable the Buyer to collaborate with the supervisory authority in accordance with Data Protection Laws, if applicable through an iterative process;

v. Ensure that the Buyer has all the information necessary to notify the relevant authorities of such Incident in accordance with Data Protection Laws, including but not limited to the categories and approximate number of data subjects, the categories and approximate number of files concerned, the name and contact details of the contact person from whom further information concerning the Incident may be obtained, the likely consequences of the Incident and the measures taken or proposed by the Supplier to mitigate its potential adverse effects;

vi. Promptly, at its own expense, undertake a thorough investigation into the circumstances of the Incident, and make available to the Buyer, as soon as possible, any report or comment about such investigation;

vii. Cooperate fully, at the Supplier's expense, with the investigation of the Buyer and provide any assistance requested by the Buyer, in order for the Buyer to investigate the Incident, and possibly notify the Data Breach to the competent authority in accordance with Data Protection Laws;

viii. Not to make any notice, announcement or publication or permit any such notice, announcement or publication in respect of an Incident (a "Notice of Breach") unless required by law or court order, without the prior written consent and approval by the Buyer of the content, medium and timing of the Notice of Breach. Where required by law or court order to provide a Notice of Breach, the Supplier shall use all reasonable endeavours to coordinate with the Buyer prior to providing such Notice of Breach.

4. After termination of the Contract, the Supplier shall, at the option of the Buyer, delete all Personal Data processed on behalf of the Buyer and certify that it has fulfilled this obligation, or return all Buyer Personal Data and delete existing copies, unless Data Protection Laws require the storage of Personal Data. Until the data has been deleted or returned, the Supplier must continue to ensure compliance with this clause. In the absence of instructions and unless prohibited by law, the Supplier is obliged to immediately destroy any Personal Data after the termination or completion of the Contract, leaving the Buyer a 30-day period to request the return of the said Personal Data.

5. In accordance with the Buyer's written instructions, the Supplier shall offer the Buyer the opportunity to purge Buyer Personal Data older than one year, or relating to any other period as may be agreed in writing between the Parties, unless the governing law requires the retention of such data.

6. The parties agree that the SCC are incorporated by reference as if they had been defined in this document. SCC will apply to Personal Data that is transferred from the European Economic Area or the UK, either directly or by onward transfer, to any country or recipient located outside the European Economic Area or the United Kingdom that (a) is not recognised as providing an adequate level of Personal Data protection, and (b) is not covered by another appropriate data transfer tool. If the Supplier is acting as a controller, the Parties agree that Module One applies; if the Supplier is acting as a subcontractor, the Parties agree that Module Two applies. For Module Two, the option 2 of clause 9(a) applies, and the notice must be given at least 30-days in advance. For both Modules, option 2 of clause 17 applies and the relevant data exporter will be the relevant exporter. Belgian law will be the governing law if the applicable EU Member State does not allow the rights of third-party beneficiaries. Regarding clause 18, for both Modules, disputes will be settled in the courts of the EU Member State for the relevant data exporter. If there are several relevant data exporters, the Parties agree on the jurisdiction of the courts of Belgium. In the event of a conflict between the SCC and this Contract, the SCC shall prevail.

7. This data protection clause shall survive the termination of the Contract or the completion of an Order.