CAREL General Conditions of Sales

1. Definitions

CUSTOMER: the purchaser of the Product and/or Solution and/or Service. The Customer may make changes to the Products and/or Solutions and/or Services independently, in particular software customisations, in order to market them in a different version from the original one.
CAREL: the seller, CAREL INDUSTRIES S.p.A., or companies of the CAREL INDUSTRIES Group.
AUTHORIZED SERVICE CENTRE (CAA): a third-party company authorized, insofar as it is trained and appointed by CAREL on the basis of its territorial location, to provide Services (as defined below) supplied with CAREL Products.
GENERAL CONDITIONS: these general conditions of sale, also available at www.carel.com.
ORDER CONFIRMATION: the written document of acceptance of the Order of Products and/or Services, sent, as completion of the Contract, by CAREL to the CUSTOMER, and containing: the description of the Products and/or Services sold, the CAREL Product and/or Service codes (upon request, also the CUSTOMER code), the quantity, the unit price, the transport terms, the delivery terms and the payment terms.
CONTRACT: the set of provisions set forth in any Specific Agreements between CAREL and the Customer, the Special Conditions, General Conditions, the Order and the Order Confirmation.
CYBER SECURITY: rules aimed at protecting systems, networks and data from unauthorised access, incidents and IT security threats, with the goal of ensuring the confidentiality, integrity and availability of the information they contain. They may include technical and organisational security policies, procedures and measures to prevent, detect, respond effectively to, and recover from, any IT security incidents.
SPECIFIC AGREEMENTS: specific agreements entered into between CAREL and the CUSTOMER for the supply of Products and/or Services and containing special conditions of supply; the wording is conventional, Specific Agreements shall include all the special conditions agreed between CAREL and the CUSTOMER in derogation to the Special Conditions and General Conditions, however otherwise named.
SPECIAL CONDITIONS: special conditions relating to Products and/or Services containing special warranty conditions, in derogation of the General Conditions of Sale, available at www.carel.com.
TECHNICAL DOCUMENTATION: the documentation provided by CAREL containing technical data and operating instructions for the use, assembly, installation, maintenance, etc. of the Products, always available at www.carel.com. Upon express request, and at the Buyer expense, it may also be provided by the Seller in hard copy form.
EX WORKS loaded: Product delivery conditions, according to the international “Incoterms” rules in force, i.e. at the CAREL site with which the Contract was finalized, unless otherwise established in writing.
SUPPLY: the overall subject of the Order Confirmation.
END OF SALES: date of the last sale of a specific CAREL Product, Solution or Service.
END OF SUPPORT: date on which the availability of support provided by CAREL on a specific Product, Solution or Service will end.
HARDENING GUIDE: a Product-related guide provided to protect the confidentiality, integrity, availability, historical and processed data of and access to the CAREL Product, Solution or Service.
ORDER: the document sent by the CUSTOMER to CAREL for acceptance, containing the proposed purchase of the Products and/or Services, the identification data, and the indicative delivery date.
PARTIES or PARTY: CAREL and CUSTOMER considered jointly or individually.
PRICE/S: the consideration/s indicated in the Order Confirmation. The term in the singular or plural has the same meaning.
PRODUCT(S): the good(s) specified in the Order Confirmation. The term, whether singular or

plural, has the same meaning.
SERVICE/S: the service/s specified in the Order Confirmation. The term in the singular or plural has the same meaning. Services include, but are not limited to, on-field start-ups, maintenance contracts, cloud portals, apps, training courses, etc.)
CAREL PRODUCTS, SOLUTIONS and SERVICES: CAREL hardware or software Products, Solutions and Services made with digital components that can be connected to a digital device or network.
RMA (Return Material Authorization): an active procedure for the return of Products, after the CUSTOMER has been assigned a return authorization number.
REMEDIATION: change made to a Product, Solution or Service to resolve or mitigate a vulnerability. Reference is also made to “workarounds”.
REPORTING PARTY: an individual or organisation notifying CAREL of a potential Vulnerability.
REPORT: notification of a possible Vulnerability detected on a CAREL Product, Solution or Service, sent to CAREL by a Reporting Party.
SERVICE LEVEL AGREEMENT (SLA): a contractual document that determines the level of service offered.
SUPPORT SERVICES: Service provided by CAREL to Reporting Parties or Users in the field of Cyber Security.
TICKETING TOOL: software tool to manage Reporting Parties’ requests; each request results in opening a ticket, which is assigned a unique number (ticket number); all the information relating to that specific request is tracked within the relevant ticket.
USERS: individuals or organisations that use the CAREL Product, Solution or Service.
VULNERABILITY: functional behaviour of a Product, Solution or Service that breaches a security policy/rule, implicit or explicit.
WORKAROUND: a temporary or intermediate solution consisting of a mitigation or alternative remedy, which may be necessary in cases where a vulnerability poses a high risk to users. A non-exhaustive remedial solution, effective in most situations, may also be necessary in high-risk circumstances, for which a complete resolution is not yet available (Remediation)

2. Contractual documents

2.1 The Specific Agreements between CAREL and the CUSTOMER, the Special Conditions, the General Conditions, the Order, the Order Confirmation form an integral and substantial part of the Contract of sale of the Products and/or Services. In the event of any discrepancy between the provisions of the various contractual documents, those contained in the Order Confirmation shall prevail over those contained in the Order, those contained in the Specific Agreements shall prevail over the Special Conditions, those contained in the Special Conditions shall prevail over the General Conditions. Any general conditions of purchase of the CUSTOMER, where not expressly accepted by CAREL, even if stated in the Order and/or on the back of the Order, shall not be applicable in any case.
2.2 Orders must always be in writing; only the Orders confirmed by Order Confirmation, the contents of which shall prevail over the Order itself, shall be deemed accepted by CAREL.
2.3 The Contract is finalized between the Parties when CAREL, after receipt of the Order, has notified the Customer in writing of its acceptance of the Order by means of the Order Confirmation and in accordance with the terms therein. As soon as the Customer receives the Order Confirmation from CAREL, it must check all the data contained therein; these are understood to be accepted by the CUSTOMER if they are not immediately contested in writing by the same. Products and Services not expressly described in the Order Confirmation will be invoiced separately.
2.4 The General Conditions, which can always be found at www.carel.com in their most recent

version, are effective between the Parties, insofar as they were known to the CUSTOMER using ordinary diligence at the time of conclusion of the Contract.

3. Changes and cancellations of Orders

Any change or cancellation of Orders shall be acceptable provided it is received by CAREL within 5 days from the date of sending the relevant Order Confirmation.

4. Technical Documentation

4.1 The CUSTOMER guarantees the accuracy of the terms and conditions relating to each Order and each Order Confirmation and declares that it has carefully examined all the Technical Documentation before sending the Order.
4.2 It is the CUSTOMER liability to test and validate the Products, before proceeding to their marketing and/or use, ascertaining in advance their technical and applicative compatibility:
a) with its own machinery and instrumentation;
b) with the climatic and operating conditions foreseen at the sites where the CUSTOMER end products will be used;
c) with combinations and/or connections to other machine-components, with which CAREL Products must interact, without CAREL ever being able to raise any objections in this sense in relation to the Products;
d) with the specific reference standards in force regarding electromagnetic compatibility and safety, regardless of the certifications and/or declarations issued by CAREL with reference to the Products.
The CUSTOMER must also verify the compatibility of the working conditions envisaged with the manufacturing data of the CAREL Products used; of the BIOS and Firmware versions (and/or their evolutions) that may be installed in the CAREL Products; of other software components developed by the CUSTOMER with the CAREL Development Environments and Tools.
4.3 CAREL reserves the right to make any changes to the Order received, should one or more of the Products and/or Services contained therein need to be brought into line with any internal or Community standards, or be modified in such a way as not to impair their quality or operation, or be replaced with the most recent series with comparable form and/or functions to those replaced.
4.4 All the activities following the sale of the Product, for example, but not intended as an exhaustive list, the installation, assembly and set-up of the Product, according to the CUSTOMER demands, are at the exclusive cost, risk and liability of the latter, which must comply in full with all the technical-operative instructions set out in the Technical Documentation.

5. Price

5.1 Unless otherwise agreed in writing, the Price refers to the Supply delivered Ex Works loaded, at the CAREL site with which the Contract was finalized, and it includes the cost of packaging according to the CAREL standard, while it does not include sales taxes and duties, customs duties, other charges and VAT, if due. Any special packaging required by the CUSTOMER and approved by CAREL shall be the liability of the CUSTOMER.
5.2 CAREL reserves the right, at any time prior to delivery and subject to prior notice to the CUSTOMER, to increase the price of the Products and/or Services by no more than 5%, compared to the current price list, to cover any increases in costs caused by factors beyond its control, such as, but not limited to, currency fluctuations on the foreign exchange market, currency standards, changes in duties, significant increase in the cost of labour, materials or other processing costs, change in the delivery date, in the quantity of the Products and/or Services, or any delay caused by CUSTOMER requests or failure by the latter to provide adequate instructions.

6. Invoicing and Payments

6.1 CAREL issues an invoice to the CUSTOMER at the time of delivery, or at any other time, after informing the CUSTOMER of the availability of the Product for collection, in the form and manner indicated in the Order Confirmation and without prejudice to the provisions of art. 7.3 below. The invoice for the Services shall be issued by CAREL to the CUSTOMER in the form and manner indicated in the Order Confirmation.

6.2 Unless otherwise agreed, the CUSTOMER shall pay the price of the Product and/or Service by bank transfer to the account indicated by CAREL within the term indicated in the Order Confirmation or invoice. Payment must be made even in the event that the CUSTOMER should fail to collect the Products under the terms and conditions specified in the Order Confirmation.

6.3 In the event that the CUSTOMER makes the payment after the terms set forth in the Order Confirmation or invoice, CAREL shall accrue the right to default interest pursuant to Legislative Decree 231/02, without prejudice to compensation for damages.

6.4 CAREL shall, in any case, have the right to suspend the delivery of Products and/or the provision of the Services in the event of default by the CUSTOMER.

6.5 For payments received from abroad, fund transfer costs from the foreign bank to the Italian bank will be paid for in full by the CUSTOMER.

7. Delivery, Product Collection, Transfer of Risks

7.1 Unless otherwise agreed, and without prejudice to the possible application of the General Conditions of Start-up and Maintenance for so-called 'on-field' services and the General Conditions for digital services, the delivery of the goods, with relative transfer of the risk of loss and/or deterioration of the Product to the CUSTOMER, is understood to be Ex Works loaded, at the CAREL site with which the Contract was finalized, in accordance with the international "Incoterms" rules in force.

7.2 The delivery terms are fixed by CAREL in the Order Confirmation.

7.3 If the CUSTOMER fails to collect the Product within the delivery terms set out in the Order Confirmation, or fails to provide adequate instructions to CAREL for delivery, CAREL shall have the right to be reimbursed by the CUSTOMER for all the costs incurred in storing the Product. Storage shall be at the risk of the CUSTOMER.

7.4 The CUSTOMER is obliged to check the Products and report any shortages before accepting delivery by the carrier and before signing the transport document for receipt.

7.5 In the event that the packaging is obviously damaged as a result of transport, the CUSTOMER shall either complain to the carrier immediately - i.e. at the time of delivery - or accept the goods 'with reservation'. If the packaging is that originally prepared by CAREL, CAREL will only restore the damaged material in the case of damages caused by transport by the carrier appointed by CAREL.

7.6 In the event that, after accepting the goods, the CUSTOMER finds that the Product differs from what was ordered, in terms of code or quantity, dimensions and/or aesthetic characteristics, the CUSTOMER shall send CAREL a suitable complaint report, indicating all the correct references (order and/or delivery note) and details of the inconsistency, no later than 5 (five) days from the date of receipt of the material. Any complaints received after the above-mentioned deadline may, at the discretion of CAREL, not be taken into consideration.

7.7 In the event that the CUSTOMER finds missing or incorrect components inside the packaging with respect to as envisaged in the Product specifications, the CUSTOMER shall send CAREL a suitable complaint report, indicating all the correct references (order and/or Delivery Note) and details of the inconsistency within 30 (thirty) days at the latest. Any complaints received after the above-mentioned deadline may, at the discretion of CAREL, not be taken into consideration.

8. Obligations of the CUSTOMER

8.1 The CUSTOMER is solely and exclusively liable for the selection of the Products and/or Services purchased, as well as for all the activities following the sale, such as the installation, handling, assembly, configuration, and maintenance of the Product to be carried out at the CUSTOMER site in full and rigorous compliance with the instructions provided in the Technical Documentation, unless these are the subject of a specific Service purchased separately by the CUSTOMER.

8.2 The CUSTOMER must also be in possession of structures and skills (including technological skills) necessary for the correct use of the Product and/or Service.

8.3 For the purposes of correct installation and subsequent regular operation of the Product and/or Service, the CUSTOMER is required to comply, with the utmost diligence, with all the instructions listed in the Technical Documentation.

8.4 The CUSTOMER must apply and comply with all local standards and regulations in force in the Country in which the Product is to be used and/or the Service provided, including on safety and the protection of public health and good commercial practises. Any cost relating to the compliance of the Product and/or Service with the provisions of the standards of the Country in which it is to be used will be borne exclusively by the CUSTOMER.

9. Warranties and Liability

9.1 With the exclusion of any other provisions in these General Conditions of Sale, and within the limits imposed by law, the liability of CAREL for requests due to faults or quality defects in the Products supplied is limited as follows: a) CAREL guarantees that the Products are free of any manufacturing defects for a period of 24 (twenty-four) months from the date of their production (Standard Warranty). During the warranty period, CAREL undertakes to repair or, at its own discretion, replace, at its own expense, any Products returned that are found to be non-compliant; limited to Humidification Products and territories where the Service is available, the Product warranty will only apply if the Product Start-up Service ("Start-up") has also been provided directly by CAREL or through one of its Authorized Service Centres (CAA) appointed by it. b) CAREL will not be liable for the costs of locating the defects or for their removal, transport, or relocation of Products found to be defective. c) Under no circumstances will CAREL be liable for defects in Products that have not been reported in a timely manner, or in any case not later than the foreseen warranty terms (24 months from manufacture) and for which it does not have the possibility of inspecting the disputed components - ex works. d) CAREL will not be responsible for any modifications and/or additions made by the CUSTOMER to the Product originally provided by CAREL.

9.2 It is however the liability of the CUSTOMER to verify and certify that the units incorporating CAREL programmable controllers and hardware subsystems comply with the standards in force in the Country where they are installed. It is also the liability of the CUSTOMER to verify and certify that software and firmware subsystems supplied and/or developed by CAREL and installed in its units and/or applications fully meet the performance requirements.

9.3 CAREL shall not be liable for malfunctions due to non-compliance of the hardware or software/firmware, supplied and/or developed by it, that are highlighted in the specific application of the CUSTOMER.

9.4 It remains understood that CAREL assumes no guarantee for Product faults deriving from: failure to comply with the instructions contained in the Technical Documentation, tampering, improper or incorrect use, incorrect installation, negligent maintenance, repairs, changes and/or alterations made or caused by the CUSTOMER and/or by unauthorized third parties; and also: extraordinary events such as incidents, non-ordinary deterioration of the Product or its components, caused, by way of example, by the physical, electrical or electromagnetic environment. Repairs to Products due to defects deriving from normal wear and tear of the

Product or one of its components (by way of example but not limited to electrodes, gaskets, cylinders, etc.) are not covered by any type of Warranty; and/or, for Humidification Products, reimbursement for interventions not carried out by CAREL and/or carried out by a CAA not appointed by CAREL; if the Warranty is found to be ineffective, all the costs incurred by CAREL will be charged to the CUSTOMER. More specifically, the parties stipulate that the CUSTOMER shall be the sole party liable for the use of the Products in machines and for activities and applications that differ from those specified in the CAREL Technical Documentation and for any related consequences.
9.5 Except in cases of severe misconduct and gross negligence, any liability of CAREL is therefore excluded, both contractual and non-contractual, direct or indirect, in any case originating from the Product, such as - by way of example only - compensation, indemnity, reimbursement and any other form of economic relief, for damages, losses (including profits), costs, expenses (also relating to the possible withdrawal of the Product from the market), loss of profit, interruption of Product operation, however limiting any liability to the compensation of a sum that never exceeds the price of the Product.
9.6 Please refer to the documents “General Conditions of Optional Warranties on CAREL Humidification Products” and “General Conditions of Optional Warranties on CAREL Product” for the rules of optional warranties.

10. Service Level Agreement (SLA): Cyber Security Product Vulnerability management
10.1 The Service Level Agreement (“SLA”) regulates Cyber Security Vulnerability management and the related Support Services between CAREL and the Users of Products, Solutions and Services.
In order to guarantee CAREL commitment to providing an adequate level of support and assistance on any Vulnerabilities reported/discovered on its Products, Solutions and Services, this SLA outlines the parameters of the Support Services, which consist of:
a) Repair and/or replacement services for Products affected by the Vulnerability detected;
b) Technical support provided by telephone, e-mail or other means identified by CAREL;
c) Software bug resolutions.
CAREL undertakes to provide the above-mentioned Support Services for a limited period, the end of which is defined as End of Support and may vary depending on the Product type.
Within the lifecycle of the Product, CAREL establishes well in advance the End of Sales date, beyond which the Product, Solution or Service will no longer be available for sale, and the End of Support date, beyond which CAREL will no longer provide the above-mentioned services.
Please refer to the table below for details of specific Product and Service families.

Product family	Model	End of Support (hw)	End of Support (sw)	Note
Supervisor	PlantVisor Pro 2	01/01/2025	01/01/2025	
Supervisor	PlantWatch Pro 3	01/01/2026	01/01/2026	

10.2 Limitation to the support service. The Support Services referred to in Art. 10.1 are guaranteed by CAREL to Customers until the End of Support date. CAREL reserves the right to change the End of Support date, at its own discretion and without prior notice, in the event of unforeseen situations that do not allow CAREL to guarantee the Support Services.
CAREL may, at its own discretion, not provide the Support Services referred to in Art.10.1 to Users who have not purchased Products directly from CAREL, who should therefore contact the company from which they purchased the Product. It should be noted that the commitments set out in this document are void if the installations do not comply with the Hardening guides, the documentation supplied by Carel with the Product or if the configuration defined by a CAREL-authorised installer has been modified by unauthorised personnel.

In any case, at its own discretion, CAREL may publicly release any updates it deems appropriate to resolve severe Vulnerabilities. If the Vulnerability is reported on a CAREL Product in which the software has been customised, then tested and validated by the Customer/User, CAREL shall not be liable for third-party breaches even if the Vulnerability is recognised in the basic software supplied by CAREL but emerged after the development of the Customer/User customised software.

10.3 CAREL obligations. CAREL undertakes to deal with the Vulnerabilities reported and/or found on its Products, Solutions or Services as soon as possible and to make the Vulnerability information and Remediation plan available to Reporting Parties and/or Users. In the event that a Vulnerability is notified by a User, according to the indications given in paragraph 10.4, CAREL undertakes to confirm receipt of the Report to the Reporting Party within 7 days and to take charge of the Report, in order to analyse the possible presence of a Vulnerability.

Each Report will be tracked by CAREL with an identification number issued by the Ticketing tool used by CAREL for Vulnerability management. Each Report identified by CAREL as a Vulnerability will be assigned a classification, calculated according to the Common Vulnerability Scoring System (CVSS), which identifies its severity:

Rating	CVSS Score
None	0.0
Low	0.1 - 3.9
Medium	4.0 - 6.9
High	7.0 - 8.9
Critical	9.0 - 10.0

CAREL undertakes to assess the definition of a Remediation and/or Workaround plan for the Vulnerability, informing the Reporting Party and/or the Users of the actions that will be taken and the timeframe for their execution, which will be defined by CAREL according to the severity of the Vulnerability.

CAREL can only be held liable in the event of negligence, i.e. if, despite having received a complete Report, it has acted with undue delay in assessing the Vulnerability and/or implementing Remediation actions. In the event that CAREL identifies the Report as a non-Vulnerability, it will inform the Reporting Party without delay.

If the Report refers to a known Vulnerability, CAREL will inform the Reporting Party.

CAREL will keep the Reporting Party informed of the progress of the Vulnerability check via the Ticketing Tool, referring to the Report ticket number. The Reporting Party will be updated periodically depending on the severity of the case under investigation and in any case at least monthly, until the Vulnerability is resolved.

CAREL undertakes to provide, through the channels deemed most appropriate, the necessary information on the Vulnerability to all the subjects concerned.

10.4 Obligations of the Customer/User. A User who detects a Vulnerability must report it to CAREL by sending an e-mail to psirt@carel.com including at least the following information:

- company name and contact person of the Report;
- item code of the Product, Solution or Service;
- software version;
- description of the potential Vulnerability, including information on any system/Product configurations needed to assess and reproduce the Report;
- description of any ways of reproducing the Vulnerability exploitation.

The Reporting Party must make itself available to provide any additional data required by CAREL

on the Report, in order to enable CAREL to carry out an analysis as quickly as possible on the reported Vulnerability, especially if classified by CAREL as CRITICAL or HIGH. In the case of breaches carried out by third parties to the detriment of the Customer/User, CAREL can only be held liable if the Customer/User has put CAREL in a position to carry out the correct analysis of the Vulnerability and CAREL has acted with unjustified delay in assessing the Vulnerability and/or implementing the Remediation actions.
The Customer, who is informed by CAREL of any Vulnerabilities in the Products used (in response to a Report received from a third party), and who may be required to provide information for a full analysis of any Vulnerabilities, is liable for providing the information required In the case of breaches carried out by third parties to the detriment of the Customer/User, CAREL can only be held liable if the Customer/User has put CAREL in a position to carry out the correct analysis of the Vulnerability and CAREL has acted with unjustified delay in assessing the Vulnerability and/or implementing the Remediation actions.
The User is liable for the correct use/installation of CAREL Products, Solutions and Services to avoid breaches by third parties. The User is also liable for verifying the presence of CAREL-declared Vulnerabilities, and for applying the Workaround and Remediation plan defined by CAREL.
10.5 Limitations of CAREL liability. CAREL will endeavour to resolve any Vulnerabilities found, particularly if they are classified CRITICAL or HIGH. The timing of the release of a Workaround and/or Remediation will be decided by CAREL based on the classification of the Vulnerability and exclusively within the period during which Support Services are guaranteed.
CAREL shall not be liable for breaches relating to Products, Solutions and Services that have not been updated to the latest software version or relating to Products, Solutions and Services for which the Workaround or Remediation plan resolving a CAREL-declared Vulnerability has not been applied, in accordance with the channels deemed most appropriate.
CAREL shall not be liable for any breach resulting from improper use of the Product, Solution or Service or configuration thereof that is not in accordance with the Hardening Guide and any additional best practices for securing Products made available by CAREL.
CAREL shall also not be liable to Customers and Users to whom it has required support in obtaining analysis data for a Vulnerability, and such data has not been made available.
10.6 Management of Support Services. The Support Services specified in art.10.1 shall be provided by CAREL according to the following times and availability:
a) Repair and/or replacement services for the Products affected by the Vulnerability detected: according to the return for repair (RMA) procedure indicated in point 11 of these CAREL General Conditions of Sale;
b) Technical support to the Customer and/or User, either by telephone, e-mail or other means identified by CAREL: Monday to Friday from 8.30 a.m. to 5.30 p.m. excluding holidays (CET time);
c) Software bug resolutions: according to the timeframe stated by CAREL in the Remediation Plan;
d) Management of Product, Solution and Service Vulnerabilities: according to the timeframe stated by CAREL in paragraph 10.3 and according to the timeframe to execute the Remediation Plan that will be defined by CAREL based on the severity of the Vulnerability.

11. Returns for repairs

11.1 CAREL undertakes, at its own discretion, to repair and/or replace the Product found to be defective during the warranty period, in accordance with the rules set out below.
11.2 If the Product under warranty is found to be repairable based on CAREL initial checks, it will be reconditioned to new, exclusively at CAREL premises, which will reintegrate the packaging. If the repair is not economically viable or if CAREL cannot guarantee the future reliability of the Product, CAREL may, at its own discretion, decide to replace the Product free of charge with a new

or equivalent one.
11.3 In the event that the CUSTOMER requests a repair on the Product outside the terms of the warranty, the CUSTOMER shall bear the costs of the repair, including labour and the replaced components. The repair shall consist of the reconditioning of the Product, for as long as this is possible or convenient. Otherwise, after appropriate analysis, CAREL may return the Product to the CUSTOMER, or scrap it, as agreed with the CUSTOMER. In both cases, the relevant costs shall be charged to the CUSTOMER. In addition to the costs of labour, components and defect analysis, CAREL may, at its own discretion, also charge the CUSTOMER for the costs relating to the logistical and administrative management of each RMA. For Humidification Products started up by CAREL or one of its CAA, please refer to the “General Conditions for CAREL Humidifier Start-up and Maintenance Services”.
11.4 CAREL will return the repaired Product as soon as possible, and in any case no later than 2 months from receipt of the return, except in cases where special additional checks are required, of which CAREL will inform the CUSTOMER.
11.5 In the event of full replacement of a returned Product, the same shall be subject to the remaining period of the Standard Warranty on the original Product. A warranty period of 12 months from the date of repair and/or replacement shall apply to the individual components of the repaired and/or replaced Products.
11.6 CAREL shall in no way be liable for damage to files/programs/configurations/data contained in the Products sent in for repair by the CUSTOMER.
11.7 To request the repair of the Product, the CUSTOMER must ask CAREL for authorization to return the Product using the specific 'Return Material Authorization' (RMA) procedure, filling in the specific form available on the CAREL website (https://www.carel.com/repairs). The CUSTOMER shall receive a reply within 2 working days, stating the RMA number of each accepted return, the shipping method and the reason for refusal, if any. For Humidification Products started up by CAREL or by a CAREL appointed CAA without prejudice to the possibility for the CUSTOMER to request a repair at the CAREL site according to the RMA procedure, the repair request must be sent by the CUSTOMER to the Services department of the CAREL Group company from which it purchased the Product, which can be contacted via the contact details found on the CAREL website at the link https://www.carel.com/branches.
11.8 The CUSTOMER must send the defective Product at its own expense to the CAREL site, in its original packaging and/or in a suitable packaging, accompanied by the original label bearing the relative identification code, serial number, production date, and indicating the RMA number received in the relevant transport documents clearly visible on the outside of the package. Failure to comply with the indications will result in the non-acceptance of the goods at the CAREL warehouse.

12. Return of materials for credit
12.1 The return of material for credit is only permitted for new material, never used and still in its original packaging.
12.2 Any return of new material for credit, outside the cases of warranty activation, must be authorized in advance by CAREL. In particular, the CUSTOMER must ask CAREL for authorization to return the material using the RMA (Return Material Authorization) procedure, duly completing the appropriate form available on the CAREL website as indicated in the General Repair Conditions, which can be found on the site.
12.3 The document accompanying the returned goods must mention, as well as the RMA number sent by CAREL, the exact details of the sales invoice, which must also be dated no more than 12 (twelve) months earlier.
12.4 Products retuned within 20 days of delivery will be devalued by 20% as compared with the

purchase price, for administrative, handling and control charges. In the case of Products returned more than 20 days after delivery, acceptance and devaluation will be at the discretion of CAREL, taking into account the date of production and the costs of revising the Products. Transport charges will be paid for by the CUSTOMER. The returned Product shall show no signs of tampering. If not, in addition to the above-mentioned devaluation, the cost for restoration to new conditions will also be charged.
12.5 Failure to comply with the above-mentioned conditions shall result in non-authorization of the return, i.e. refusal of credit on the returned Product.

13. Software
Should the Product include a software application, the use of this software may, as applicable, be governed by specific, separate terms and conditions of a license for use.

14. Intellectual property of the Product and/or Service and related drawings and technical documents
14.1 The Technical Documentation, all the drawings, documents and technical specifications, illustrations and information relating to the Product/s and/or Services delivered and made available to the CUSTOMER by CAREL may not be used, unless specifically authorized by CAREL, except for the purposes for which they were delivered and, by way of example, for their installation, use, maintenance and marketing.
14.2 All information (in any form and format), technical standards, specifications provided by CAREL, referred to in previous art. 14.1, are and remain the exclusive property thereof.
14.3 No trademark license or patent exploitation, or other industrial or intellectual property rights, relating to the above-mentioned technical information, know-how, etc. is understood to be granted to the CUSTOMER with these General Conditions.

15. Control of exports and of international economic sanctions
15.1 The sale of the Products and basic technology may be subject to controls on exports according to local standards and laws. Such controls may be carried out by the various authorities of each Country in which the Products are to be sold. The CUSTOMER is also liable for the payment of duties in the Country of destination up to the final customer.
15.2 CAREL undertakes to provide the CUSTOMER with all information and assistance that may reasonably be required by the other party in order to obtain the authorizations and licenses required by local laws in relation to the Products to be exported. The CUSTOMER shall also take all the necessary measures to obtain the required documents in a timely manner.
15.3 The export, sale or transfer of the Products and/or Services to certain parties or to certain destinations/end uses may be subject to restrictions or prohibitions under United Nations (UN), European Union (EU), Italian, United States of America (USA), United Kingdom (UK) standards or any other applicable legislation on export control and/or international economic sanctions, in respect of all the jurisdictions in which CAREL operates, with or through companies belonging to its Group of companies.
15.4 The CUSTOMER undertakes not to export, resell or transfer, directly or indirectly, the Products and/or Services to natural or legal persons, entities or bodies subject to restrictive measures, included in the United Nations Security Council Sanctions Consolidated List, the European Union List of Persons, Groups and Entities subject to EU Financial Sanctions, the Specially Designated Nationals and Blocked Persons List drawn up by the Office of Foreign Assets Control (OFAC), the Consolidated List of Financial Sanctions Targets in the UK of the United Kingdom and/or any other designation list applicable in all the jurisdictions in which CAREL operates with or through companies belonging to its group of companies, and/or entities owned

or controlled by persons or entities on such lists, or for uses prohibited under EU/Italian, UN, US, UK or any other applicable export control and/or international economic sanctions standards in all the jurisdictions in which CAREL operates with or through companies belonging to its group of companies.
15.5 The CUSTOMER releases CAREL from any liability and agrees to indemnify CAREL for any damages, direct and indirect, that may arise from any breach of United Nations, European Union, Italian, United States, United Kingdom provisions or any other applicable standards on export control and international economic sanctions in all the jurisdictions in which CAREL operates with or through companies belonging to its group of companies, in relation to the Products and/or Services and the possible sale or transfer thereof to sub-buyers or end users.
15.6 The CUSTOMER also undertakes to pass on the provisions of this clause to its sub-buyers, if any, by requiring them to observe all the relevant export control and international economic sanctions obligations under this clause.
15.7 If the fulfilment of CAREL existing obligations is prevented, aggravated or made excessively onerous due to the occurrence of one or more of the following events (hereinafter the “Exemption Events”):
i. any change in UN, EU, Italian, USA or UK standards, or any other standards applicable in any of the jurisdictions in which CAREL operates with or through its group companies, including the adoption of restrictive measures or international economic sanctions that impact CAREL obligations;
ii. any change, extension or revision or any other change in the interpretation, by any court or administrative authority, of the laws in force at the date of execution of these General Conditions;
iii. the failure by any competent authority to issue authorizations for the sale, transfer or export of the Products and/or Services, where required by UN, EU, Italian, USA or UK standards or any other standards applicable in all the jurisdictions in which CAREL operates, with or through companies belonging to its Group of companies;
iv. any other event, whether or not similar to the above, outside the control of the party against which the relevant dispute may be brought; CAREL shall notify the CUSTOMER in writing of said event and shall consult the CUSTOMER in order to identify all the useful actions to ensure the proper and punctual performance of the existing obligations within a consultation period of 180 days (“Consultation Period”).
15.8 The performance of the respective obligations shall be deemed suspended during the Consultation Period. If the Exemption Event lasts for more than 180 (one hundred and eighty) days, CAREL shall be entitled to terminate the supply immediately, after notifying the CUSTOMER in writing.
15.9 In compliance with the art. 12g of Regulation EU 833/2014, concerning restrictive measures in consideration of Russia's actions destabilizing the situation in Ukraine, the Customer is prohibited from re-exporting to Russia and/or re-exporting for use in Russia the following goods:
- goods or technology as listed in Annexes XI, XX and XXXV to Regulation 833/2014;
- common high priority items as listed in Annex XL to Regulation 833/2014;
- firearms and ammunition as listed in Annex I to Regulation (EU) No 258/2012;
In case of violation by the Customer of the aforementioned prohibition CAREL may immediately terminate the Contract, without prejudice to CAREL's right to compensation for any and all damages.
In any case, CAREL will proceed to report to the competent national authority any violation of which it becomes aware in the context of the contractual relationship.

16. Force majeure
Force majeure shall mean any event or circumstance that prevents or prohibits a party from

performing one or more contractual obligations, if and to the extent that the party affected by the impediment ("Interested Party") proves that such event or circumstance:
(i) is beyond its control;
(ii) could not reasonably have been foreseen at the time of signing the contract;
(iii) could not have been avoided or overcome in any way;
(iv) is not attributable to the liability of the Interested Party and prohibits, prevents or makes unreasonably difficult or commercially uneconomic the performance of all or any part of any obligation under the contract, including but not limited to: fires, landslides, earthquakes, cyclones, typhoons, tornadoes, floods and other natural disasters; wars, military operations of any nature, blockades, trade bans or restrictions, export/import control measures, financial sanctions, asset freezes, embargoes and/or any other type of international economic sanctions or restrictive measures adopted by any Country, international organization or group of Countries, such as the United Nations, the European Union, the United States of America, the United Kingdom and Northern Ireland ("Force Majeure Event").
In case of a Force Majeure Event, the Interested Party shall give written notice thereof to the other Party within a reasonable period of time, and the Interested Party shall, upon such notice, be relieved from the performance of its obligations for so long as the Force Majeure Event prevents the performance thereof.
Each Party shall make every reasonable effort to minimize any delay in the performance of the General Conditions due to the Force Majeure event. The Interested Party shall promptly notify the other Party if it ceases to be affected by the Force Majeure Event.
Should the Force Majeure Event last longer than 6 (six) calendar months, either Party shall have the right to terminate the supply relationship immediately by giving written notice to the other Party.

17. Quality of Products and/or Services and of Processes/ Certifications
The CAREL quality management system is certified to ISO 9001, ISO 14001 and ISO 45001 in accordance with the scope stated in the certificate (ref. "Design, manufacture and sale of electronic control and measurement instrumentation, inverters, humidifiers, electronic expansion valves, electrical control panels, local, edge and cloud supervisory systems, digital I.o.T. and remote assistance services, assembly, manufacture and testing of electronic boards and products for third parties"). CAREL Products and/or Services are designed and manufactured in accordance with current European standards.
Each Product and/or Service is also designed and verified to comply with the limits imposed by the applicable European and international standards for electromagnetic compatibility and safety. Furthermore, many CAREL Products are tested and certified by international certification bodies (any certification mark is visible on the Product identification label).

18. Language
These Conditions have been drawn up in Italian and translated into English. Should there be any disagreement or differences between the Italian text and the English translation, the Italian text shall prevail.

19. Data Act, Privacy and GDPR
19.1 CAREL guarantees compliance with Regulation (EU) 2023/2854 (Data Act) concerning the harmonisation of fair access to and use of data, the description of which is available online on the Company's website at www.carel.com.
19.2 CAREL and the CUSTOMER mutually undertake to comply with the provisions of EU Regulation no. 679 of 27 April 2016 on the protection of personal data - "GDPR", and mutually

acknowledge that they undertake to read their respective policies. **For CAREL, the Supplier/Customer Privacy Policy is available online on the Company website at www.carel.com**. Where the supply of Products and/or Services involves the processing of personal data within the meaning of the above-mentioned standards, CAREL and the CUSTOMER reserve the right to proceed by separate agreement to appoint a 'data controller' in accordance with article 28 of the GDPR.

20. Code of Ethics pursuant to Legislative Decree No. 231/2001 and Anti-Bribery Procedure

20.1 The CUSTOMER undertakes to review the CAREL's Code of Ethics as an integral part of the Organizational, Management and Control Model pursuant to Legislative Decree no. 231/2001, accepting its full content, as well its Anti-Bribery Procedure, both available on CAREL's website, www.carel.com.

20.2 The CUSTOMER expressly declares to know and accept the Code of Ethics and the Bribery Procedure and undertakes to conduct in accordance with the indications contained therein.

20.3 The CUSTOMER also undertakes to inform CAREL of the possible opening, against itself, of criminal proceedings for significant crimes pursuant to Legislative Decree. 231/2001.

20.4 Without any prejudice to the right to compensation for any damages suffered, CAREL shall have the right to unilaterally terminate this Contract pursuant to art. 1456 of the Italian Civil Code, in the following cases:

a) violation by the CUSTOMER of the principles contained in the Code of Ethics;

b) opening criminal proceedings against the CUSTOMER for relevant crimes pursuant to Legislative Decree. 231/2001;

c) commission by the CUSTOMER of certain of the crimes provided for by Legislative Decree 231/2001, even if not in relation to relationships with CAREL itself, established by a final judgment recognizing the CUSTOMER's responsibility or following the application of the penalty at the request of the parties pursuant to art. 444 of the Code of Criminal Procedure as well as in the event of imposition, even in a precautionary measure, of sanctions prohibiting the prohibition of contracting with the Public Administration or the prohibition of the exercise of the activity.

21. Applicable Law

For sales in Italy, these General Conditions are subject to Italian law.

Where the sale of the Product and/or Service is carried out in Countries other than Italy, the standards of private international law on sale will apply; however, the application to this Contract of the United Nations Convention on contracts for the international sale of goods, adopted in Vienna on 11 April 1980, remains expressly excluded.

November 2025, Rev. 5.3

Conditions of Sale valid from 15 November 2025