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Tel: +39 (0)171 614111
www.merlo.com – info@merlo.com
VAT No. / Tax ID Code: 03078670043
Registration CCIAA of Cuneo no. REA CN-260677
Share Capital: 15,000,005.00 Euro f. p.

Terms of Use and Licence to Use - User

Introduction: this document (“Terms of Service”) is intended to regulate the non-exclusive and non-transferable license agreement for the use of the services provided by the software application called Merlo Mobility, hereinafter referred to as the “Portal”. The Portal is an application for mobile devices, which allows the User to access and interact with a series of services and functions offered by Merlo. At the same time, the service is also accessible through a dedicated web portal, allowing the User to take advantage of the same functions through an optimised web interface.

1. PARTIES

Platform Provider: Merlo S.p.A. with registered office in Via Nazionale, 9, 12010, S. Defendente di Cervasca (CN), Tax ID no./VAT no. 03078670043, registered in the Italian Business Register under no. CN-260677, in the person of its *pro tempore* legal representative, (hereinafter also referred to as “Merlo” or “Provider”).

User: The person that uses the Portal in the course of its business, commercial, craft or professional activity. If the User is a legal person, company or other entity, any activity performed on the Portal – including the acceptance of these Terms of Service – is performed by a person authorised to act in their name and on their behalf.

Ownership of the vehicle: This shall be understood to mean the legal availability in the hands of the owner or financial lessee of the vehicle, as resulting from the purchase documentation or the leasing agreement. Any parties other than those indicated above may only be considered owners after verification and confirmation by Merlo, which reserves the right to request the relevant supporting documentation.

2. ROLE OF AUTHORISED MEMBERS

- 2.1. The User acknowledges and accepts that certain activities ancillary to the use of the Portal may be carried out by Merlo Authorised Members – a category which includes the Authorised Workshop, Dealer, Importer or Branch of Merlo expressly authorised to use the platform.
- 2.2. Such persons, although not party to this licence agreement, may be entrusted by the Provider with the commercial management of the service – including promotion, sale and initial activation – as well as with the operational and technical support related to the use of the Portal, including the delivery of the QR code, assistance with activation and, where required, the management of the transfer of title in case of vehicle sale.
- 2.3. Authorised Members have access to a restricted section of the Portal, which is also visible to the Provider, allowing them to view the operational data of registered vehicles. This access is mainly aimed at managing the after-sales relationship and can be used, among other things, to facilitate the evaluation of warranty operations, schedule technical service interventions, facilitate remote diagnosis and improve the efficiency of workshop activities and spare parts.
- 2.4. It is understood that Authorised Members have no access to, nor authority to intervene in, the vehicle's operational settings, i.e. all configurations that directly affect vehicle operation, such as – but not limited to – geofencing features, ignition inhibition, remote controls or other settings that limit or modify vehicle performance.
- 2.5. The Authorised Members undertake to act solely in accordance with the instructions provided and the agreements entered into with the Provider, and to refrain from providing the User with information or warranties that differ from the provisions of these Terms of Service.

3. SUBJECT

- 3.1. The Provider provides the User with a cloud computing service for accessing and using the Portal.
- 3.2. The Portal offers both registered and non-registered users the possibility of accessing and consulting its content. However, for non-registered users, the user experience is limited: they will mainly have access to the presentation of the service, examples of use and to an overview of the Portal's functions, including by viewing demo vehicles, included in the Portal for illustrative purposes only.

3.3. Registered Users may, in compliance with these Terms of Service and any economic terms possibly agreed upon with the Provider, or with or through the Authorised Member, gain access to the Portal and, further to consulting the Portal and viewing contents, carry out the following activities (in addition to those that may be implemented in the future) in relation to certain types of vehicles they may own and manufactured by Merlo:

- user-machine identification and association (this allows a specific user to be associated with a vehicle);
- data required within the Portal (section dedicated to the collection and display of vehicle performance);
- vehicle cost information (provides details of vehicle cost, divided into fixed and variable costs, resale value, total annual cost);
- data analysis (function that makes it possible to view and partly analyse the data collected from the vehicle);
- vehicle statistics (provides detailed analysis and statistics on vehicle use and performance);
- vehicle problem notifications (allows notifications to be sent to the user in case of problems detected on the vehicle);
- communication with the Merlo network (allows emails to be sent directly to the Authorised Member responsible for handling warranty issues);
- integrated scheduler (a function that manages deadlines relating to the warranty, service coupons and allows the user to make appointments by sending an e-mail request to the Authorised Member in charge);
- engine inhibition (start/stop: safety feature that allows preventing the vehicle from starting);
- SIM management (gives the possibility of activating or deactivating the vehicle's SIM, should the decision be made to discontinue the service).

3.4. It should also be noted that some Users, working professionally in the rental sector, may be authorised – at the sole discretion of the Provider – to access the Portal in a simplified manner, through direct assignment of credentials and company fleet, without the need to use the QR code. In addition to the services typically provided to registered Users, additional features are made available to such Users, such as advanced tools for diagnostic, monitoring and after-sales management of assigned vehicles. These activities are carried out through a dedicated interface within the Portal, specially configured according to specific operational needs. In any case, persons so authorised retain the status of User under these Terms of Service and may only operate within the limits of the authorisations received from the Provider.

3.5. It should be noted that the Provider may update the activities accessible through the Portal, adding, removing or modifying the list referred to in point 3.3, it being understood that the Provider is under no obligation to update and further develop the Portal, nor to keep the listed functions active. However, in the event of significant functional changes, such as to significantly affect the User's use of the service, the Provider undertakes to notify the User through the Portal itself or other official channels.

3.6. These Terms of Service are considered effective from the moment the User has access or uses the Portal for the very first time.

4. TERM OF THE AGREEMENT

- 4.1. The term of the agreement is that agreed between the parties at the time the service is activated.
- 4.2. If the parties have provided for an indefinite term, or if they have not specified any term at all, the parties shall have the right to terminate the agreement at any time, with at least 30 (thirty) days' notice, to be communicated in writing in the manner indicated on the Portal or through the official contact channels.
- 4.3. The Provider shall have the right to terminate this agreement at any time, with at least 90 (ninety) days' notice. Communication must be in writing, and sent to the User through official channels or by means of a notice on the Portal. It is understood that the notice shall run from the date of the

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communication and that, until termination, the service shall be guaranteed within the limits of these Terms of Service.

5. PROVISION OF THE SERVICE

- 5.1. The User acknowledges that the Provider may communicate information regarding the status of the service mainly through the Portal or the website merlomobility.merlo.com. Such communications are to be considered as complementary support for the use of the Portal.
- 5.2. The minimum age for the creation of a User profile (and in any case to use the services offered by MERLO even as a non-registered User) is 18.
- 5.3. For the creation of a registered profile, it is necessary to provide a valid e-mail address. The Provider disclaims all liability arising from the loss or inaccessibility of the e-mail address associated with the profile by the User. The User is obliged to inform the Provider promptly of any changes to the e-mail address. The Provider shall not be liable for problems related to accessing the Portal due to failure to update or incorrect entry of the e-mail address.
- 5.4. The User is also responsible for the credentials provided for access to the Portal. The User undertakes not to disclose, give or allow third parties to use the access keys thus generated and to keep them with the utmost care and diligence, being the only person authorised to access them and the sole party responsible for their safekeeping and use.
- 5.5. If the vehicle is enabled for association with the Portal, the registered User will be able to link it to his/her profile to access the available services. For this purpose, the User shall enter the VIN of the vehicle and scan the corresponding QR code, according to the instructions provided at the time of delivery.
- 5.6. If the User decides to transfer his/her vehicle to another party, he/she must give the QR code to the new owner and promptly remove the association of the vehicle from the Portal or request the Merlo Authorised Member to deactivate it. The latter will also provide technical assistance to the new owner, check the documentation proving ownership and, if necessary, contact the User to confirm the transfer of title. Should the User fail to delete the vehicle, the Provider, upon request from the new owner and after due verification, shall be entitled to carry out the deletion itself.
- 5.7. In case of loss of the QR code, the User shall promptly inform the Provider about it. The User confirms that he/she bears full responsibility for the safekeeping of the QR code, acting as the sole party authorised to use it and guaranteeing its integrity and the confidentiality of the data it contains.
- 5.8. The User accepts and acknowledges, as of now, as his/her own any use and operation of the Portal (connection, modification, service request, entering of content, data registration or other) that will be carried out with his/her access keys.
- 5.9. The User accepts that, with regard to the attestation of all operations carried out from his/her profile, only the logs on the Merlo's servers will be authentic.
- 5.10. The Provider reserves the right to verify on a random basis and/or by means of keyword searches and/or automated tools in its database that the use of the Portal takes place in compliance with these Terms of Service.

6. MANAGEMENT AND DELETION OF THE USER PROFILE

- 6.1. The User may request the deletion of his/her profile from the Portal by sending the request via the Portal itself. Any other method will only be allowed for documented reasons that prevent deletion via the Portal and will in any case be examined in the specific case and may be subject to further verification by the Provider.
- 6.2. It shall be understood that following the deletion of the profile, the Provider shall have no obligation to safeguard the data, information and content registered by the User on the Portal and shall not be liable in any way for any damage, alteration, loss, even partial, thereof.
- 6.3. Within six months from the date of the profile deletion, the Provider will permanently delete any data and information registered and stored by the User. Such period may be longer if there are contractual (e.g. to manage ongoing service activities) or legal (e.g. as a tax receipt) requirements.

- 6.4. With the exception of wilful misconduct and gross negligence, the Provider shall not be liable for any data, information and content deleted from the User's account and rendered irretrievable, either during the provision of the service or upon its termination.

7. ACCESS TO THE SERVICE AND POSSIBLE INFRINGEMENTS.

- 7.1. The Provider, in fulfilling its contractual obligations and in order to ensure a service that complies with security and quality standards, reserves the right to restrict, suspend or inhibit access to the Portal in the following cases:
 - in case of a breach of these Terms of Service by the User;
 - if it turns out that the use of the Portal is not in line with the purposes set out in these Terms of Service;
 - in other exceptional circumstances, determined at the Provider's discretion, always in compliance with contractual obligations and applicable regulations.
- 7.2. The following activities are in any case prohibited and may result in the inhibition of access to the Portal:
 - data scraping activities (i.e. serial extraction of parts of the database contained in the services offered by the Provider, including user databases, maps, etc.);
 - activities of re-use (also non-serial) of the contents contained in the services offered by the Provider on other platforms (also through "embedding and/or deep linking");
 - activities that involve or could involve an intentional overload of the Provider's IT resources;
 - activities involving the decompilation of code, or in any case the unauthorised re-use of software used by the Provider;
 - activities by-passing computer security measures.

8. OBLIGATIONS OF THE USER

- 8.1. The User shall access and use the Portal exclusively for lawful and legitimate purposes, with the utmost diligence, in strict compliance with the laws and regulations in force, as well as with the provisions of these Terms of Service and the Instruction Manual, made available by the Provider through official channels, without infringing the rights and interests of the Provider and/or third parties.
- 8.2. The User, as the sole and exclusive user of the Portal, is solely responsible for every operation carried out in the use and management of his/her account, including the uploading/importing and use of his/her own content or that of third parties. The User takes on responsibility for the content of the information, settings, texts, multimedia content and data recorded, stored and transmitted via the Portal.
- 8.3. By virtue of the foregoing, the User hereby indemnifies the Provider against any liability arising from the operations carried out when using the Portal, the content uploaded and the use of said content, undertaking to indemnify the Provider against any dispute, claim for compensation or any other type of claim made by third parties, including any direct or indirect damage to people or property.

9. OBLIGATIONS OF THE PROVIDER

- 9.1. Although the Provider undertakes to guarantee the functionality of the Portal without interruption 24/7, in accordance with the terms of these Terms of Service, is not required to guarantee the service, as any malfunctions, inefficiencies or errors related to the Portal may occur.
- 9.2. The Provider remains totally unrelated to the User's activity and is not subject to any obligation to monitor the User's use of the Portal; this means it cannot be held liable for the accuracy or truthfulness of the data relating to the job profiles on the Portal and received by the Provider.
- 9.3. The Provider is not responsible for the data, information and content entered, transmitted or processed by the User on the Portal in general for the latter's use of the Portal, and reserves the right to take any initiative and action to protect its own rights and interests and those of third parties, including the communication to interested parties of the data useful for identifying the User.
- 9.4. The Provider may update the Portal over time, it being understood that the Provider is under no obligation to update and further develop the Portal. The Provider shall not be obliged to inform the User of any updates

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and revisions issued with respect to the Portal, except in the case of major functional changes that significantly affect the use or configuration of the services. All the clauses of these Terms of Service shall apply to the Portal thus updated or revised, unless any variations or additions are applied to the same and will be communicated to the User in accordance with clause 17.

- 9.5. With the exception of wilful misconduct and gross negligence, the Provider shall not be liable in any way for the loss or damage of data, information and content on the Portal in the course of the aforementioned assistance and provision of additional services.
- 9.6. Unless otherwise agreed in writing, the Provider shall not be obliged to provide the User with assistance in relation to the use of the Portal, training in its use and/or the use of updates and revisions.
- 9.7. The Provider shall not be liable for any activities performed by Authorised Members contrary to these Terms of Service, which shall remain performed by them in their independent capacity.

10. SERVICE LEVELS

- 10.1. The User accepts that the service on the Portal may be temporarily suspended for technical interventions, maintenance, updating or as a result of the technological evolution of hardware and software components. These changes may affect the technical characteristics, systems and resources of the Portal.
- 10.2. In relation to the provisions of the previous clause, and although it is not obliged to do so, the Provider undertakes, where possible, to notify the User of any planned suspensions and significant changes to the Portal. The User understands that in particular urgent circumstances, such communications may not be provided. Notwithstanding this, the Provider will always endeavour to provide the best possible experience for the User.
- 10.3. The Provider does not guarantee the suitability of the Portal for the User's specific purposes.
- 10.4. The Provider does not guarantee that the provision of the service and the operation of the Portal will be uninterrupted or error-free or in all possible combinations of use, or that all errors or defects can be remedied.

11. INTELLECTUAL PROPERTY

- 11.1. The User shall use the Portal in compliance with the intellectual property rights of the Provider and/or any third parties used or otherwise usable in the Portal.
- 11.2. These Terms of Service do not imply the transfer to the User of any ownership rights over the Portal and the devices/software that make it up and enable its operation. The Provider is the sole owner of the property rights, including intellectual property rights, over the Portal and the devices/software that make it up and allow it to function, as well as the moral rights and those of economic use, including the right to reproduce, translate, adapt, transform, modify and distribute in any form and without any limitation, including the sale and rental of copies and modified or updated versions thereof. The ownership of all object codes and source codes of the Portal remains with the Provider (possibly in conjunction with its providers) as well as that of all elements, components, applications, versions, developments, updates and software connected with or derived from the Portal, which may be used by the User through the Service.
- 11.3. These Terms of Service do not grant the User any definitive right or title to the Portal. Unless otherwise agreed in writing, the User may not in any way use, sub-licence or allow the processing or otherwise transfer or in any other way make the Portal available to third parties, whether in return for payment or free of charge. The User may not reproduce, translate, adapt, transform, modify the Portal or any part of it, nor may he/she cause or permit its decompilation or disassembly, nor may he/she instruct third parties to carry out such activities. The User may also not make backup or archive copies of the Portal, as it is not technically necessary to create local copies for the purpose of using the service.
- 11.4. All techniques, algorithms and processes contained in the Portal and related documentation are confidential information owned by the Provider.

- 11.5. All registered and unregistered trademarks relating to the Portal and the Provider shall remain the exclusive property of the latter, without any right being derived by the User from acceptance of these Terms of Service.
- 11.6. Should the Provider become aware of any improper use of the Portal or violation of the prohibitions outlined in this article, it may terminate this Agreement, without the need for a formal notice, with the right to claim compensation for any damages suffered.

12. TERMINATION OF THE SERVICE

- 12.1. The Provider reserves full discretion with regard to the development, updating and maintenance of the Portal, assuming no contractual obligation in this respect, nor with regard to maintaining it active or available over time.
- 12.2. In this respect, the Provider may suspend or terminate the development and maintenance activities of the Portal at any time, even without prior notice, without this constituting a breach of contract or giving rise to any right to compensation or indemnity on the part of the User.
- 12.3. It is understood that, if the Provider intends to fully cease providing the service through the Portal, such cessation shall be communicated with at least 90 (ninety) days' notice, through the Portal itself or through another official channel, and shall count as the exercise of the right of withdrawal provided for in article 4.3. Even then, termination of the service shall in no way be deemed a breach of contract, nor shall it give rise to any right to compensation or indemnity on the part of the User.
- 12.4. Following the termination of the Service, the Provider shall have no obligation to safeguard the data, information and content registered by the Users on the Portal and shall not be liable in any way for any damage, alteration, loss, even partial, thereof.
- 12.5. Six months after the date of termination of the Service, the Provider will permanently delete any data and information registered and stored by the User. In no way and for no reason shall the Provider be liable for data, information and content deleted from the User's account and made unrecoverable.

13. FEES AND PAYMENT

- 13.1. Access to the Portal is subject to the payment of a fee, in accordance with the terms, conditions or as communicated separately by the Provider, the Authorised Member, or as may be indicated on the Portal.
- 13.2. Payment of the fee is a necessary condition for the activation and maintenance of the services offered.

14. FORCE MAJEURE

- 14.1. The Provider shall not be held liable for delays or non-performance in the provision of services if this is due to force majeure, meaning unforeseeable, unavoidable events or events beyond the Provider's reasonable control, including but not limited to natural disasters, fires, floods, wars, acts of terrorism, pandemics, interruptions of public utilities, strikes, acts of public authority, failures or unavailability of the Internet network or communications infrastructure.
- 14.2. During the period of the force majeure event, the agreement main effects shall be deemed suspended, including the Provider's service provision obligations and User's obligations to pay any fees or charges, excluding any retroactive effect.
- 14.3. Should the force majeure event persist for more than 90 (ninety) consecutive days, either party shall be entitled to terminate the agreement with immediate effect upon written notice to be sent to the other party through official channels.

15. APPLICABLE LAW AND PLACE OF JURISDICTION

This Agreement is governed by Italian law. Any dispute between the parties concerning the interpretation, validity, execution and termination of this Agreement shall fall under the exclusive jurisdiction of the Court of Cuneo.

16. PRIVACY

- 16.1. The regulation of the relationship between the parties with reference to the processing of data by the Provider, as well as by the User through the Platform, is governed by the privacy policy available at the following link <https://www.merlo.com/ita/it/privacy-policy/> and the contract of appointment of external data processor to be found on the last page of this document.

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16.2. By signing this Agreement, to which the Privacy Policy and appointment shall be deemed annexed and integral part, the User accepts the terms and conditions set forth herein and acknowledges that he/she has read the Privacy Policy and submitted it to all persons related to him/her (employees, contractors, other persons) whose data may be processed under these Terms of Service.

17. CHANGES TO THESE TERMS OF SERVICE

17.1. Any changes to these Terms of Service shall be deemed effective from the moment they are communicated to the User and without prejudice to the User's right to cease using the services offered by the Provider from

that moment, only if the changes communicated significantly affect the functionality of the Portal or the general conditions of use of the service.

17.2. Only in the above cases, the User may exercise the right of withdrawal within 10 (ten) days from the date of notification of the update. In the absence of withdrawal within the aforementioned period, the updated Terms of Service shall be deemed to have been definitively accepted. If the User exercises his/her withdrawal rights, this shall take effect 30 (thirty) days after the relevant notice, it being understood that, during the intervening period, the service shall be provided under the previously applicable conditions.

For the purposes of article 1341 of the Italian Civil Code, the User hereby expressly accepts the following clauses: 3.5. Exclusion of the Provider's obligation to update or maintain the features of the Portal. 3.6. Automatic termination of the agreement by virtue of the User's conclusive behaviour. 4.2. Option to terminate the agreement with the obligation to comply with the contractual notice period. 4.3. The Provider may withdraw from the agreement by giving notice within the specified time limit. 5.3. Exclusion of liability of the Provider for failure of the User to handle, consult or check the e-mail. 5.6. Right of the Provider to proceed independently with the disassociation of the User's account. 5.8. Automatic allocation to the User of all operations carried out using their credentials. 5.7. Obligation to notify QR Code loss. 5.9. Attribution of exclusive evidentiary value to logs generated by the Merlo system. 6.2. Exclusion of Provider's liability for loss of data. 6.4. Exclusion of Provider's liability in relation to data entered, managed or processed by the User. 7.1. Unilateral power of the Provider to suspend, restrict or inhibit access to the Portal. 7.2. Prohibited activities that may result in the inhibition of access to the Portal. 8.2. Exclusive liability of the User for all transactions performed through his/her account. 8.3. Exemption and indemnity in favour of the Provider for any liability related to the use of the Portal and the content uploaded by the User. 9.1. Exclusion of Provider's liability for malfunctions, inefficiencies or errors of the Portal. 9.2. and 9.3. Exclusion of liability for data and content entered by the User and right of the Provider to take unilateral action. 9.5. Exclusion of liability for loss of or damage to data that may occur during servicing. 9.7. Exclusion of liability for misconduct by Authorised Members. 10.1. Suspension of service for technical interventions, maintenance, updating. 10.3. Exclusion of any warranty as to the suitability of the Portal to meet the User's specific purposes or needs. 10.4. Exclusion of liability for errors, defects or service interruptions, even if they cannot be remedied. 11.4. Prohibition for the User to make copies, adaptations or decompilation, disassembly or backup operations of the Portal, except as expressly permitted. 11.6. Faculty of the Provider to terminate the agreement in the cases provided for. 12.1. Provider's discretion in developing, updating and maintaining the Portal. 12.2. Right of the Provider to suspend maintenance and development activities, with exemption from liability. 12.3. Right of termination of service and consequent release from liability. 12.4. and 12.5. Obligation of the User to provide for the safekeeping of their data in the event of termination of the service, with subsequent permanent deletion by the Provider. 14. Force majeure clause. 15.1. Applicable law: Italian law. 15.2. Exclusive jurisdiction: Court of Cuneo, Italy.

16.1. Acceptance of privacy policy and agreement appointing an external data processor 17.1. Right of the Provider to unilaterally amend these Terms. 17.2. Implied acceptance of the changes by conclusive behaviour of the User.

Agreement pursuant to Art. 28 of EU Reg. 2016/679

In the execution of this Agreement Merlo may also process personal data on behalf of the User. In these cases, the User is the Data Controller and Merlo is the Personal Data Processor pursuant to Art. 28 of EU Reg. 679/2016.

The scope of the Processing carried out by Merlo pursuant to this Agreement is as follows:

- subject: management of a cloud computing service for the access and use of a portal that allows the user to manage maintenance data, location and other data of the vehicles produced by Merlo;
- duration: duration of the Agreement to which this is attached;
- categories of data subjects: the data processed on behalf of the User only concern data relating to the vehicles produced by Merlo; however, such data may in limited cases contribute to the identification of customers, employees, collaborators of the User or other subjects.

In particular, in cases where Merlo is processing Personal Data on behalf of the User, it is required to:

- process Personal Data only to the extent necessary to comply with its contractual obligations and the terms of service of the cloud computing service, except as required by European Union law or applicable law, in which case Merlo will be required to inform the User in accordance with the provisions of the related law;
- implement, maintain and operate technical and organisational measures, which are appropriate and sufficient to meet the requirements of the applicable Data Protection legislation;
- provide the assistance and cooperation reasonably requested by the User in order to be able to fulfil its obligations with regard to Personal Data under the applicable Data Protection legislation, including requests for access, rectification, deletion, restriction of data processing.

Merlo reserves the right to charge the User for the reasonable costs incurred in providing such assistance and collaboration.

Merlo undertakes to notify the User in writing and without undue delay of a data breach relating to personal data processed by Merlo under this Agreement, and to provide the User with full cooperation and assistance in relation thereto.

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Upon termination of the contractual relationship Merlo undertakes to:

- destroy all personal data processed in the context of this relationship within six months from the termination of the Agreement, except for the expiry of the warranty terms of the vehicle manufactured by Merlo (in which case some data may be retained for the purpose of guaranteeing the services covered by the warranty and/or maintenance activities carried out under warranty).

Merlo is in any case allowed to further retain the data for legal obligations.

Upon written request (no more than once a year) Merlo is obliged to respond to audit activities by the User, which however do not allow the Customer to access the company premises for inspection activities (as they contain information relating to other customers and their inspection could expose information covered by trade secret).

Merlo reserves the right to charge the User for the reasonable costs incurred in offering such auditing activities.

By signing the Agreement to which this is attached, the User authorises Merlo to appoint sub-processors, in accordance with the principles and requirements set out in this appointment and EU Reg. 2016/679, as well as according to the communication of the data to third parties acting as autonomous Data Controllers, such as Merlo Authorised Members (a category that includes the Authorised Workshop, the Dealer, the Importer or the Branch of Merlo expressly authorised to use the platform) and, in general, to all those public and private entities to which the communication is necessary for the proper fulfilment of the purposes set out in the Agreement to which this is attached.

You may write to privacy@merlo.com at any time to enquire about the terms of this Agreement.