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## GENERAL CONDITIONS OF SALES

### 1. Validity of the General Conditions of Sale

- 1.1. All sales and supplies of products ("Products" or, in the singular, "Product") of Enerblu Cogeneration S.r.l. ("Seller") are subject to these General Conditions of Sale ("Conditions") and any acceptance of the Seller's contractual offers implies their full acceptance by the client ("Buyer").
- 1.2. Any exceptions to these Conditions shall be valid only if expressly approved in writing by the Seller. Unless otherwise agreed in writing, these Conditions shall prevail over any General Purchasing Conditions of the Buyer, regardless of when they are sent to the Purchaser and / or received by the Seller.

### 2. Orders and Order Confirmations

- 2.1. Order requests ("Order") submitted to the Seller by the Buyer shall have the value of contractual proposals and be irrevocable by the Buyer for a period of 60 days.
- 2.2. The Seller, upon receipt of the Order, shall send its order confirmation ("Order Confirmation") containing all the contractual terms and the detailed indication of the components and systems contained in the Products, with a request to return a copy of the Order Confirmation signed for acceptance by the Buyer. The contract is concluded when the Seller sends the Order Confirmation signed for acceptance to the Buyer. Seller shall at all times remain free to accept or reject Orders and Buyer shall not be entitled to claim any compensation or indemnity in the event of non-acceptance of one or more Orders.
- 2.3. Should the Buyer, after receiving the Order Confirmation, requests changes to the content of the supply, the Seller shall have the right to propose a new delivery date and/or a different price, and/or other modifications to the content of the supply, which must be accepted in writing by the Buyer. In any case, the delivery terms will start from the moment in which the changes to the new content of the supply are agreed in writing.


### 3. Scope of supply

- 3.1. The supply includes only the Products and services specified in the Order Confirmation; any additional service shall be covered by a separate written agreement and billed separately. The Seller shall always have the right to make any modification to the technical-constructive characteristics of the Products, when such modification is necessary to ensure the Products conformity to safety requirements provided for by law, or is the consequence of an evolution of the range of components, provided that such modification does not entail substantial changes to the technical specifications and performance of the Products. In the latter case, Seller shall make the modifications only upon receipt of Buyer's written consent, which shall not be unreasonably withheld; such consent shall be deemed to be given by Buyer if Buyer does not contest Seller's request in writing within 3 working days after notice.
- 3.2. The software running the Products is confidential know-how owned by the Seller, which is not sold, but only licensed free of charge to the Buyer, who shall be entitled to receive all software updates free of charge and access passwords necessary exclusively for the management and maintenance of the Products.
- 3.3. Unless otherwise agreed in writing, all the technical-constructive characteristics of the Products are referred to the following environmental conditions:
- a. storage temperature: between -5 ° C and + 40 ° C (different needs require prior Seller's consent)
  - b. operating temperature: between -5 ° C and + 25 ° C
  - c. altitude above sea level: less than 100 meters (higher altitudes will require the prior Seller's consent)
  - d. relative humidity less than 30%
  - e. atmosphere: clean, free of dust and flammable or explosive gases
  - f. installation area: not affected by the ATEX assessment requirement
- 3.4. The Products bear the CE mark. The Seller does not guarantee compliance with regulatory provisions applicable in countries not members of the European Union or compliance with particular needs or specific use of the Products that have not been expressly agreed in writing, in particular:
- a. noise and vibrations;
  - b. fire prevention;
  - c. atmospheric emissions;
  - d. electrical safety;
  - e. fuel and lubricant storage;
  - f. local taxes and duties.
- 3.5. At the time of start-up, Seller shall provide Buyer with maintenance instructions ("Instructions") containing the correct procedure for the operation and maintenance of the Products. Instructions will be provided in Italian and in English language. Should the Buyer assign maintenance of the Products to a third party, Instructions and other mandatory information, as provided for also by Directive 2006/42/CE, shall be handed over and translated by Buyer into the language of the Member State in which Products will be used. Buyer shall indemnify Seller against all risks and costs associated with failure to translate or defective translation.
- 3.6. Unless otherwise agreed in writing, the Products shall include only what is expressly provided in the Order Confirmation and in any case the following are excluded:
- a. the materials and manpower to make the electrical connections (power, protective conductor, auxiliaries, signal lines, etc.) between the various components of the supply, and between these and the external systems;
  - b. the materials and manpower to make the hydraulic connections (gas, oil, water, fumes, air, etc.) between the various components of the supply, and between these and the external systems;
  - c. conveyors, fans, grills and other works for ventilation and cooling of premises;
  - d. masonry work, excavations, and the works for burying and stalls;
  - e. authorization practices and procedures;
  - f. tax counters;
  - g. field calibration of tax counters;
  - h. the Certificate of Verification of the interface protection system (SPI);
  - i. the tamping device for the interface protection system;
  - j. installation on site.
- 3.7. The Buyer - also in accordance with art. 1656 of Italian Civil Code - declares to authorize the Seller to subcontract the activities included in the Order Confirmation.
- ### 4. Price
- 4.1. Price shall be paid according to what indicated in the Order Confirmation, unless otherwise agreed upon in writing. The prices are intended, unless otherwise agreed upon in writing, Ex Works (Incoterms 2020), not including VAT, packaging costs and are net of taxes and duties.
- 4.2. Until the full payment of the price, the Products sold remain the property of the Seller, who is entitled to claim their restitution at any time.
- 4.3. Failure to pay on the agreed due dates, even partially, shall automatically entail, without the need for formal notice:

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- a. the immediate accrue of interest on arrears at the rate set by the regulations in force relating to the fight against late payment in commercial transactions, from the date set for payment and until the actual balance;
- b. that the Seller can immediately stop any further supply, even if related to other contracts; and
- c. that the Buyer shall no longer be able to make use of the payment terms originally envisaged, with the consequent right for the Seller to invoke the acceleration clause, suspending the operations and immediately demanding payment of the entire amount due from the Buyer.

**5. Delivery, transport, and testing**

5.1. The delivery terms start from the receipt of the Order Confirmation signed for acceptance by the Buyer or from the payment of the agreed down payment (if later). The delivery terms are intended as approximate in favour of the Seller and never essential. The Buyer acknowledges that any delay in delivery of the Products with respect to the date indicated shall never give rise to compensable damage.

5.2. Any modification with respect to the Order shall be agreed in writing, with express indication of the new delivery terms.

5.3. In any event, delivery is subject to the timely execution of past due payments, and the provision by Buyer of all technical and operational information requested by Seller; and of any materials or components to be supplied by Buyer or third parties on its behalf.

5.4. The Buyer shall collect the Products within 30 days of receipt of Seller's notice that Products ready for shipment. After the 30<sup>th</sup> day, the Seller shall be entitled to charge a contractual penalty for delay equal to 1 (one) % of the price for each week of delay, up to a maximum limit of 30% of the price. In the event of failure to collect the Products within 240 (two hundred and forty) days of receipt of Seller's notice that Products ready for shipment, the Seller shall be entitled to terminate the contract and to withhold the amounts paid in advance up to the maximum penalty limit, without prejudice to its right to claim a higher compensation for damages.

5.5. Unless otherwise agreed in writing, the Products are supplied on pallets or palletized with packaging consisting of a polyethylene protective sheet. No packaging is provided for goods in cabinets or containers.

5.6. Unless otherwise agreed in writing, the Products shall be installed and connected to the Buyer's plant by technicians of Buyer's choice. The Seller shall have the right to attend the Products installation with its own staff and shall then take care of the machine start-up operations, drawing up a specific acceptance report.

**6. Warranty and claims**

6.1. The Seller warrants the quality of the Products and the lack of defects. The warranty is limited to the correspondence of the Products to the technical specifications stated in the Order Confirmation, as well as to the professional execution of all related activities that have been agreed in writing. The Purchaser is required to inspect the Products immediately after their receipt, checking that they correspond to the agreed characteristics, and notifying any faults and/or defects in writing. The notification of defects shall include a copy of the Product delivery document signed by the carrier.

6.2. The warranty is subject to the connection of the Products to the Seller's supervision web site. Such connection, at Buyer's charge, shall be stable and adequate in order to allow the Seller to remotely monitor the correct functioning of the Products. The Seller shall not be liable for any damage caused by failures occurred during a period in which the Products were not correctly connected to the supervision web site through a stable internet connection.

6.3. The Seller warrants the use of the Products with the specifications and in the manner indicated in the Order Confirmation. The Buyer uses the Products under its sole responsibility, releasing Seller from any liability.

6.4. In any case, the Seller's liability for any defects or lack of quality shall be limited to the value of the Products and the obligation to replace or repair, within reasonable terms, the Products or components that are actually defective and / or lacking the contractual qualities. Indemnification for any further damages, including damages resulting from the use of Products at the Buyer's or third party's plant (in particular from the so-called production downtime) and also for damages to employees or third parties, to processed material or other goods, is expressly excluded.

6.5. The notification of defects shall be made in writing within 8 days, under penalty of forfeiture, from their discovery and shall simultaneously put the defective Products at the disposal of the Seller, with an indication of the procedures and timing for their inspection.

6.6. In the event of an ascertained defect, if the Products have been installed in Italy, the Seller shall repair and / or replace the defective components, at no cost to the Buyer; if the Products have been installed abroad, unless otherwise agreed in writing, the Seller shall be entitled to reimbursement of the travel and accommodation costs of the personnel who intervened for the repair.

6.7. The warranty is valid only if the Products are used in accordance with Seller's instructions and technical directives, and if maintenance on the Products is carried out exclusively by Seller or by third party companies authorized by Seller. The warranty period shall be for the shorter of the following terms: 12 months from the date of start-up of the Product, or 15 months from the date of Seller's notice that Products ready for shipment. The Buyer shall send to the Seller a periodical report - including the appropriate technical/photographic documentation - of all maintenance carried out on the Products.

6.8. The warranty shall not apply when the failures or defects are due to:

- a. use of the Products contrary to the instructions provided by the Seller;
- b. inexperience, negligence and incorrect operations by Buyer's personnel or the end user;
- c. faulty installation and / or start-up carried out by the Buyer or by third parties;
- d. tampering or unauthorized modifications;
- e. use of non-original components and spare parts;
- f. use of unsuitable filling liquids;
- g. inadequate base and / or foundation;
- h. chemical, electrical or electrochemical influences;
- i. repairs carried out directly by the Buyer or by third parties not authorized by the Seller;
- j. malfunction and / or incorrect sizing of systems external to the Products (hydraulic, electrical, gas);
- k. normal wear and tear;
- l. lack or insufficient maintenance of the Products.

6.9. In the event of an ascertained defect, the Buyer shall allow the Seller to determine the times and methods for carrying out the necessary interventions. The Seller undertakes to carry out a first intervention at the Buyer's premises within 7 (seven) working days from the receipt of the notification of defects. Should it not be possible to agree on an intervention within this term, the parties shall agree in good faith on the timing and method of the intervention, if necessary by third parties authorized by the Seller.

**7. Exclusive jurisdiction and applicable law**

7.1. All disputes arising in connection with these Conditions, the supply of Products, services or any other matter – including non-contractual ones – related thereto shall be decided exclusively by the Court of Verona.


7.2. These and Conditions, the supply of Products and services and any other relationship related thereto shall be governed by Italian law.

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Pursuant to and for the purposes of art. 1341 of the Italian Civil Code, the Buyer declares that he has carefully read and examined these General Conditions of Sale, which are therefore approved and accepted with particular reference to those referred to in the following articles: art. 3.1: implicit acceptance of any non-substantial changes; art. 3.4: limitation of Seller's liability for non compliance with extra-UE regulations; art. 3.5: exclusion of Seller's liability for transactions of Instructions; art. 4.2: retention of title; art. 4.3 consequences in case of non-payment or late payment; art. 5.1: exclusion of responsibility for late delivery; art. 5.4: penalty in case of delay in the withdrawal and termination of the contract; art. 6.2: procedures for reporting faults and/or defects; art. 6.4: exclusion of Seller's liability arising from the use of the Products; art. 6.5: Seller's obligations in case of defects, with time limitation and limitation of liability; art. 6.7: warranty conditions; art. 6.9: cases of warranty exclusion; art. 7.1: exclusively jurisdiction.

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