

G-TEC GENERAL TERMS AND CONDITIONS OF SALE

1 Validity of the General Terms and Conditions of Sale

- 1.1 All sales and supplies of products by G-TEC EUROPE S.R.L. ("Products" or "Services") shall be subject to the General Terms and Conditions of Sale prepared by G-TEC EUROPE (G-TEC), and each Order submitted shall constitute the Buyer's full acceptance thereof.
- 1.2 Any deviation from the General Terms and Conditions of Sale shall be valid only if expressly approved in writing by G-TEC. Unless otherwise agreed in writing, these General Terms and Conditions of Sale shall always prevail over any general terms and conditions of purchase of the Buyer, regardless of when these terms are sent to the Buyer and/or the Buyer's general terms and conditions of purchase are received by G-TEC.

2 Order and Order Confirmation

- 2.1 Upon receipt of the Buyer's Order, G-TEC shall send a formal Order Confirmation containing all agreed contractual terms and indicating the references for consulting these "General Terms and Conditions of Sale".
- 2.2 The special terms of supply shall be exclusively those stated in the Order Confirmation.
- 2.3 All documentation, data and designs transmitted by G-TEC are strictly confidential and shall be kept confidential by the Buyer, who undertakes not to allow third parties access to such documentation without G-TEC's written authorization. G-TEC shall do the same with respect to the documentation, information and specifications supplied by the Buyer.
- 2.4 For any Order of non-standard material, the Buyer is required to provide G-TEC with all necessary details when placing the order.

3 Scope of Supply

- 3.1 The supply includes only the goods and services specified in G-TEC's Order Confirmation. Any additional service shall be subject to a specific written agreement and charged separately.
- 3.2 Where the supply includes the use of Software provided by G-TEC, the Buyer shall have a non-exclusive right to use such software and the relevant documentation solely for the purpose of using the Products; the Buyer may not copy, modify, translate or disclose such software or the relevant documentation without G-TEC's written consent.

4 Prices

- 4.1 Unless special terms are approved in writing between the Parties, the sale prices shall be those stated in G-TEC's price list in force for the Buyer and/or in the Order Confirmation and shall include only the goods and services indicated therein, always excluding VAT and ex - works G-TEC warehouse. The supply amount includes any constraints, exclusions and deviations set out in the quotation and/or in any other documents issued by G-TEC that form an integral part of the Order Confirmation.
- 4.2 Prices shall be fixed and not subject to change in accordance with the terms agreed and defined during negotiations. If the Buyer expresses requirements differing from those stated at the start of the supply, during performance and/or final testing, or requests changes to the delivery dates, the prices shall be reviewed and adjusted by means of a duly updated Order Confirmation.
- 4.3 At G-TEC's discretion and without prior notice, the price list may be changed as a result of, by way of example and without limitation, changes in the cost of products, transport and/or raw materials.

5 Delivery

- 5.1 Delivery times are stated in the Order Confirmation and are subject to the availability of the goods.
- 5.2 G-TEC reserves the right to change the delivery times unilaterally if the Buyer fails to fulfil its contractual obligations and/or for causes beyond G-TEC's control (for example, strikes, natural events, etc.).
- 5.3 G-TEC reserves the right to fulfil orders partially and shall not be held liable for any failure or delay in fulfilling them; where the delivery delay exceeds 60 (sixty) working days, the customer shall be entitled to cancel the outstanding portion of the order relating to undelivered goods.

6 Delivery Terms and Transport

- 6.1 Delivery shall be arranged at the Buyer's expense, ex works G-TEC warehouse, excluding light packaging.
- 6.2 The Buyer must collect the goods within 5 (five) working days from the goods availability date notified by G-TEC's back office. If the Buyer delays collection for more than five working days, the Buyer shall pay G-TEC a daily flat-rate amount of € 20,00 (twenty/00) for material storage costs.
- 6.3 During transport in the case of ex-works delivery terms, the goods travel at the Buyer's sole risk, even where special agreements provide for delivery free at destination. G-TEC accepts no liability for theft or damage occurring during transport or for delivery delays caused by the carrier, and these shall not give rise to any indemnity or compensation. The foregoing also applies where transport is carried out by a carrier appointed by G-TEC and at G-TEC's expense.
- 6.4 Upon receipt of the supply, the Buyer shall verify the integrity of the material and its packaging. G-TEC recommends that the Buyer "accept the goods subject to inspection" or, alternatively, always inspect the goods received in the carrier's presence. If the Buyer identifies any non-conformity, it shall immediately raise it with the carrier, stating on the transport document that the goods are collected subject to verification of the material's integrity. Where transport is arranged by G-TEC, G-TEC shall take action only if, within 2 days of receiving the goods, the Buyer sends G-TEC written notice describing the damage suffered and encloses a copy of the transport document bearing the above wording and also signed by the carrier. The existence of a claim by the Buyer shall not suspend the running of the payment terms.

7 Payments

- 7.1 Payments must be made by the agreed due dates and using the methods stated in G-TEC's Order Confirmation. Any technical or commercial dispute concerning the supply shall not entitle the Buyer to delay or withhold payment.
- 7.2 For orders with a net amount not exceeding EURO 500,00 (five hundred/00), G-TEC reserves the right to apply an additional charge of EURO 50,00 (fifty/00) for handling costs.
- 7.3 In the event of non-payment, even partial, by the agreed due dates, solely as a result of such non-payment and therefore without any formal notice of default being required, pursuant to the applicable legislation:
 - default interest shall accrue in favour of G-TEC from the payment due date until actual payment, at the rate established by the combined provisions of Articles 4 and 5.1 of D.Lgs. nr.231/2002 concerning the combating of late payment in commercial transactions. This rate is equal to the interest rate of the European Central Bank's main refinancing instrument applied to its most recent main refinancing operation carried out on the first calendar day of the relevant six-month period, plus nine percentage points;
 - G-TEC may immediately suspend any further supply, including supplies relating to other contracts.

8 Assistance with Installation and Start-Up (commissioning)

- 8.1 G-TEC can provide, in Italy and abroad, assistance with the installation, start-up and final testing of equipment supplied by it, using specialized tools and personnel.
- 8.2 If this service, which is not included in the supply, is requested, a quotation shall be issued for the Buyer's approval. It is expressly understood that any change requested to the initial order shall be subject to a new quotation.

9 Warranty and Claims

- 9.1 G-TEC warrants that its Products are manufactured in accordance with good engineering practice.

- 9.2 The warranty is provided ex-works G-TEC premises and its duration varies according to the products. In this respect, the “G-TEC Warranty” conditions delivered to the Buyer shall apply. If work is required at the Product installation site, the warranty shall cover the cost of components to be replaced or adapted and the related labour, while any travel expenses and travel time, subsistence and accommodation shall be borne by the Buyer.
- 9.3 The Buyer shall check that the Products delivered correspond to those ordered and verify that they comply with the agreed contractual characteristics, reporting any faults or defects in writing upon receipt of the goods and, in any event, no later than 8 days from the date of receipt, failing which the Buyer shall forfeit its rights.
- 9.4 In all cases, G-TEC’s liability for any faults or defects is limited to the obligation to replace or adapt the components that are actually found to be non-conforming, with the express exclusion of compensation for any further item of damage.
- 9.5 The warranty covers the complete Product as supplied by G-TEC, provided that it has not been tampered with and has been used and stored in accordance with G-TEC’s instructions and technical guidelines and as indicated in the user manual supplied with the Product; otherwise, the warranty shall be void.
- 9.6 Any modification, tampering, incorrect installation and/or improper use and/or incorrect storage (meaning maintenance, cleaning and inspection) of the Product shall automatically void the warranty. Any work and/or modification on the Products shall be carried out by personnel authorized in writing by G-TEC.
- 9.7 It is expressly agreed that G-TEC may suspend performance of the contractual warranty if, before requesting warranty service, the Buyer has failed, even partially, to fulfil its obligation to pay for the supply.
- 9.8 The warranty never covers, under any circumstances, parts that are normally available on the market (such as fuses, switches and lamps). The warranty is also excluded for parts considered potentially subject to oxidation or corrosion if not properly used or maintained (metalwork and enclosures, copper or metal-alloy conductors and contacts, internal or external parts of electrical, electronic or mechanical equipment, batteries).
- 10 Product Compliance with the Legislation of the Country in Which They Are Used**
- 10.1 If the Buyer intends to resell or install the Products abroad, the Buyer shall be responsible for verifying that the Products comply with the legislation of the destination Country and for obtaining all authorizations, certifications, permits and insurance guarantees required for their use, and any liability or additional burden on G-TEC is expressly excluded.
- 11 Returns**
- 11.1 G-TEC shall not accept returns of Products for any reason or on any grounds unless expressly agreed and/or where the Products are defective and/or non-conforming.
- 11.2 Only Products that have not been tampered with, are in their original packaging and are within the warranty period shall be considered.
- 11.3 G-TEC shall fulfil its warranty obligations by repairing or replacing the Products (including with equivalent material), limited to the quantity found to be non-conforming with the supply.
- 11.4 Every returned Product shall follow G-TEC’s current procedures and shall always be accompanied by an appropriate written explanation of the defect found and the conditions in which it occurred.
- 11.5 Returned Products on which no defect is found shall be subject to a service charge based on the inspection time used, with transport costs borne entirely by the Buyer.
- 12 Order Cancellation and Suspension**
- 12.1 G-TEC manufactures to the Buyer’s specifications and order; consequently, the Buyer may not cancel or suspend the order after receipt of the Order Confirmation.
- 12.2 If the Buyer cancels or suspends the order after receipt of the Order Confirmation, G-TEC reserves the right to calculate and charge the costs incurred according to the stage reached in production, together with any additional costs arising from the management of extra activities.
- 13 Force Majeure**
- 13.1 Either Party may suspend performance of its contractual obligations when such performance is made impossible or unreasonably onerous by an unforeseeable impediment beyond its control that directly affects either Party, for example: fire, war (declared or undeclared), civil war, riots, revolutions or natural disasters. If this clause must be applied, the requesting Party shall immediately notify the other Party so that the appropriate measures to be taken may be agreed.
- 13.2 For supplies intended for use abroad, including indirectly, (with respect to supplies intended for export, whether direct or indirect), G-TEC does not assume the risks of the Country of destination of the goods; consequently, this clause shall not apply and reference shall be made to clause 12.1.
- 14 Changes to the Supply**
- 14.1 The Buyer may request changes to the supply at any time, subject to recognizing the price adjustment and delivery rescheduling that such changes entail for G-TEC.
- 14.2 G-TEC reserves the right to accept or reject the change requested by the Buyer. If the request is rejected, the Buyer shall nevertheless be required to honour the order as originally placed.
- 14.3 Changes shall be implemented only after receipt of a formal order or order amendment from the Buyer and the issue of a new Order Confirmation.
- 15 Penalties**
- 15.1 No penalty shall be accepted unless it is dealt with exclusively during negotiations (unless managed and agreed exclusively during the negotiation phase) and expressly stated in G-TEC’s “Order Confirmation”.
- 15.2 Any penalties agreed during negotiations and stated in G-TEC’s Order Confirmation shall not apply for reasons not attributable to G-TEC, including, by way of non-exhaustive example, force majeure, delivery delays by the carrier and changes to the documentation or the supply.
- 15.3 Any penalties stated in the Supplier’s order proposals or confirmations, even if countersigned, shall be deemed subject to and superseded by these General Terms and Conditions of Sale.
- 16 Applicable Law and Competent Court**
- 16.1 Contracts for the sale and supply of services shall be governed exclusively by Italian Law, with the express exclusion of the application of any international rules and/or foreign legislation.
- 16.2 For any dispute between the Parties concerning the conclusion, interpretation, performance or termination of the contract, the Court of Vicenza shall have exclusive jurisdiction, to the express exclusion of any other court that might otherwise have jurisdiction.
- 17 Applicable Law and Competent Court**
- 17.1 Without prejudice to the provisions of art. 1229 c.c., G-TEC shall under no circumstances be held liable for loss of profit or any other indirect damage of any kind, including but not limited to loss of production, plant downtime, loss of profit, loss of interest or business, or other pecuniary loss. G-TEC’s total liability for damages and/or indemnities is limited to the amount of the Contract, except in cases of wilful misconduct or gross negligence, and in any event may not exceed the limits stated in the insurance policy in force, which the Buyer may inspect by submitting a formal request to G-TEC.
- 18 Personal Data Processing Notice**
- 18.1 In managing the supplies, the Parties mutually acknowledge that personal data concerning G-TEC and the Buyer, and the employees and collaborators of both, shall be processed.
- 18.2 The data shall be processed in paper and electronic form by personnel appointed by G-TEC and the Buyer solely and exclusively for the purposes of performing the contract and direct marketing, as well as for all related and consequent legal requirements. Processing shall be carried out in full compliance with security rules and with all rights granted to the data subject by the applicable laws.
- 18.3 The full text of the privacy notice is published on the G-TEC website: www.gtec-power.eu.