

General Terms and Conditions of Sale and Warranty - Eneretica SpA

1) Scope and validity

1. These general sales and warranty conditions (hereinafter '**General Conditions**') govern the contracts between Eneretica SpA (hereinafter '**Seller**') and its customers (hereinafter '**Customer**') concerning the sale of movable goods by the Seller to the Customer.

2. The General Conditions shall apply, without time limit, to all the aforementioned present and future contracts of sale between the Seller and the Customer, even if not expressly referred to in and/or attached to the relevant documents.

3. The General Conditions shall prevail over any conditions of purchase prepared by the Customer. Any amendments, cancellations and/or additions to the General Terms and Conditions shall be deemed not to have been made, unless they are more favourable to the Seller.

4. In the absence of signature of the General Conditions by the Customer or acceptance thereof in writing, even by simple e-mail, the General Conditions shall in any case be deemed to be known and accepted by the Customer by conclusive facts on the date preceding the performance of the first service by the Customer (e.g. payment, even partial payment) and receipt of the goods.

2) Finalisation of the contract

1. The contract of sale consists, in order of priority, of the Seller's document known as the 'order confirmation' (hereinafter also referred to as 'confirmation' or 'written confirmation') and the General Conditions of Sale (together also referred to as 'contract').

Each contract of sale in respect of each assignment shall be deemed to have been concluded only after the issue of written confirmation by the Seller.

2. The written confirmation by the Seller may contain covenants other than these conditions, which shall have the value of special conditions prevailing over the General Conditions and valid only for that individual deal.

3. Documentation consisting of illustrations, drawings and data relating to dimensions and other technical characteristics is purely indicative and is not to be understood as a promise of certain characteristics, unless such data are explicitly defined as binding, likewise the sending of catalogues, price lists or other technical documentation by the Seller does not constitute an offer, with the right to change them at any time.

4. Any offer made to the Customer by an employee or agent of the Seller shall not be binding on the Seller, who reserves the right to confirm or not, in whole or in part, the contents of the offer by issuing an order confirmation.

5. Any conditions modified and/or added by the Customer to the contract and/or in the Customer's documents shall be deemed not to have been added and shall be invalid, unless they are more favourable to the Seller.

6. Acceptance of the offer, howsoever formulated, implies on the part of the Customer the renunciation of its general and/or special conditions, even if attached or referred to.

7. The Seller reserves the right to make changes to its products without prior notice. The characteristics (weight data, load capacity, performance, warranty, price, etc.) and any other information provided by the Seller may also be changed by the manufacturer without notice. Therefore, such data are not binding and the Seller shall not be liable in the event of any changes.

3) Prices

1. List prices do not include VAT and are always understood to be for goods ex Seller's warehouse; any duties shall be borne by the Customer. Prices relating to price lists and/or offers which have not been confirmed in writing by the Seller are subject to change without prior notice as a result of general cost trends or any other cause dependent on or independent of the Seller's will.

4) Delivery

1. The delivery terms are always indicative and not binding, and run from the date of completion of the order unless a precise delivery term has been strictly established in writing between the parties. Deliveries, even partial ones, cannot be refused by the Customer and do not entitle him/her to cancel the order. If non-compliance with the delivery time is due to force majeure, such as fire, natural disasters, epidemics, war, armed conflict, civil war, revolution, terrorism, sabotage, nuclear reactor accidents, strikes or other events outside the Seller's sphere of influence, the Seller shall be released from his/her sales obligations for the entire duration of the event and the delivery period shall be extended accordingly. The Seller shall notify the Customer as soon as possible of the beginning and end of such circumstances. In such cases, the Customer is not entitled to withdraw from the purchase or claim compensation.

2. If the shipping and/or testing of the object of sale is delayed for reasons attributable to the Customer, or if the Customer violates other cooperation obligations through his/her own fault, the Seller shall be entitled to claim compensation for damages incurred by him/her due to the aforementioned causes or violations, including compensation for any additional costs incurred. The Seller shall have the right, without prejudice to any further claims, after 15 days from informing the Customer that the materials or products ordered are at his/her disposal and ready for delivery, to dispose of the object of sale in another way, and in particular shall have the right to store the object of sale at the Customer's risk and expense, even in a place other than his/her own premises.

3. Delivery times shall be deemed to have been met if the object of sale has left the Seller's factory by the end of the delivery period or if readiness for shipment has been announced.

5) Shipping

1. Shipping is always carried out on the Customer's behalf and at the Customer's risk. The burden of unloading the goods from the means of transport shall in any case lie with the Customer.

2. Unless otherwise agreed between the parties, the risk shall pass to the Customer as soon as the parts to be sold are loaded at the Seller's plant, even if partial deliveries are made or if the Seller has also assumed responsibility for other services, such as shipping costs or delivery and installation. Unless otherwise agreed, the obligation to load, place and secure the delivered goods for subsequent transport, as well as to unload them securely, shall lie with the Customer or his/her shipper, carrier or collector, who shall also be obliged to provide suitable securing means on his/her behalf and at his/her own expense.

6) Payment

1. Payment must be made by the date specified on the order form in the manner specified therein. Cheques and bills of exchange shall only be accepted by prior agreement with the Seller and shall only become final if the security has been properly executed. Agreed payments by draft shall imply authorisation and acceptance of the drafts at the time of the order. The Seller reserves the right to refuse payment by cheque or bill of exchange without stating a reason. Collection charges and discount rates are payable by the Customer. Unless otherwise specified by the Seller, payment of the price shall be made at the domicile of the Seller.
2. For Customers with registered offices outside the Italian territory, the forms of payment accepted are Advance wire transfer, CAD, L/C, Sepa Business mandate.
3. In the event of non-payment, even partial, by the established deadlines, the Seller has the right to suspend the sale, if not yet completed, and demand payment of what has been supplied up to that moment, without prejudice to any further compensation for damages.
4. In the event that the Seller has granted the extension of the payment of the sale and the legal-financial conditions of the Customer should appear to have changed, the Seller reserves the right, at his/her unquestionable judgement, to request the immediate payment of the sale and this also pursuant to art. 1186 of the Italian Civil Code.
5. The Seller has the unilateral and unquestionable right to refuse, at his/her sole discretion, any payment from third parties other than the Customer.
6. The Customer shall forfeit any right to contest the Seller's invoices if he/she does not contest them within 8 (eight) calendar days from receipt thereof. Furthermore, once payment has been made, in full or in part, of an invoice from the Seller, the Customer waives all claims in respect thereof.
7. The Seller shall be entitled to set off all receivables due to the Customer with all receivables the Customer has from the Seller. On the other hand, the Customer may only make offsets if authorised to do so by the Seller.

7) Late payment

1. Without prejudice to further remedies provided for by law or by the sales agreement, failure by the Customer to comply with even a single payment term will result in the Customer's forfeiture of the term, meaning that the Customer must immediately pay the Seller the full amount of the outstanding sums for any

contract entered into with the Seller, regardless of any payment terms provided for therein.

2. Any delay on the part of the Customer in paying the sums due under the Contract, without prejudice to any further remedies provided for by law or by the Contract, shall also entail the recognition in favour of the Seller of interest on arrears at the rate set out in Legislative Decree No. 192 of 9 November 2012, to be calculated from the day of the expected payment to the day of actual settlement. Furthermore, the Customer shall also be obliged to reimburse the Seller for all expenses incurred by the latter to recover the receivable, including legal expenses relating to the preparation of out-of-court letters and/or court/arbitration proceedings.
3. In all hypotheses in which the amount and accessories are not paid punctually within the agreed terms, the amount paid by the defaulting Customer shall be charged first to costs, then to default interest and the rest to capital.

8) Reservation of title, transfer of receivables, withdrawal by the Seller

1. The Seller reserves the right of ownership of the object of sale until all receivables have been paid, also in accordance with Art. 1523 of the Italian Civil Code as amended, in particular also of each credit balance owed to the Seller within the framework of the business relationship with the Customer (balance reserve). If, in the country of destination of the goods, registration in a register or similar is required for the validity of the reservation of title, the Seller is authorised as of now to have the reservation of title registered and to take the necessary steps for the validity of the reservation of title with the possible need for cooperation on the part of the Customer.
2. The Customer is obliged to treat the object of sale delivered to him with care under reservation of title (goods subject to reservation of title).
3. If the goods subject to reservation of title are combined with other things in such a way that they become an essential component of another thing, the Seller shall obtain co-ownership of the other thing.
The production of a new thing by combining or processing the goods subject to reservation of title shall take place in such a way that the Seller always acquires an appropriate percentage of co-ownership.
4. The Customer is authorised to continue selling the goods subject to reservation of title in the regular course of business. In the event the goods subject to reservation of title supplied and/or manufactured pursuant to item 3.3 above are sold, the Customer hereby assigns to the Seller the corresponding receivables arising from the sale from his/her Customers (final invoice amount including any VAT), or a corresponding part with all ancillary rights, until the Customer has settled the receivables in full. The Customer is obliged to immediately notify the Seller of a copy of the resale invoice.
5. The Customer shall remain authorised to collect the transferred receivable in accordance with item 4.4.; this shall not affect the Seller's right to collect the receivable in person. The Seller shall not collect the receivable if the Customer fulfils his/her payment obligations arising from the collected amounts, if

he/she does not fall into arrears with payments and if no application is made for the initiation of bankruptcy, inheritance or similar proceedings for general execution, or if there is no suspension of payments.

In this case the Seller may request the Customer to inform the respective debtor of the transfer by way of security in favour of the Seller and to provide all data and documents necessary for collection.

6. In the event of conduct contrary to the provisions of the contract on the part of the Customer, especially with regard to default in payment, the Seller is authorised, after a formal reminder, to take back the objects of sale. In this act, as well as in the seizure of the objects themselves by the Seller, there shall be no withdrawal from the contract by the Seller.

7. The filing of a request for the initiation of bankruptcy, inheritance or similar proceedings against the Customer entitles the Seller, at his/her option, (i) to withdraw from the contract and claim the immediate return of the objects of sale and (ii) to provide further services as per the contract only against payment in advance. The sale of services against payment in advance does not exclude a subsequent withdrawal from the contract.

9) Warranty

1. The Seller warrants the delivered products against manufacturing defects for the time periods indicated in the following table. During the warranty period, the Seller acknowledges the cost of materials replaced by the Customer by supplying the corresponding spare parts free of charge, after checking the defective parts, which must be returned to the Seller carriage paid, together with a report of the intervention carried out by the authorised Technical Assistance Centre or, failing that, by the Customer.

Product family	Warranty period
Air conditioners without outdoor unit and their accessories	18 months
Ozone sanitisation cabinets	18 months
Equipment for air sanitation by ion generation	24 months
Spare parts for all products	12 months
All products other than those listed above	12 months

2. The parts and/or components replaced under warranty remain the property of the Seller, to whom they must be returned free of charge within the mandatory term of sixty days from the notification of the defect. If this period expires unsuccessfully, the Customer will be charged, without prior notice, for the replaced part at the price established in the Seller's spare parts price list.

3. If the check referred to in item 9.1 reveals - for whatever reason - that the warranty is inoperative and the spare part has already been supplied free of charge, it will be charged to the Customer at the price established in the Seller's spare parts price

list. The same shall apply if the repair has already been carried out free of charge.

4. If the check referred to in item 9.1 shows that the warranty is applicable and the spare part has already been supplied against payment, this will be reversed to the Customer by means of a credit note. The same shall apply if the repair has already been carried out against payment.

5. The warranty period shall not be renewed or extended as a result of repairs or replacements carried out under warranty, and the remaining warranty period for the repaired or replaced goods shall continue to apply.

6. In any case, the Seller's warranty obligation only implies, at his/her sole discretion, the repair or replacement of defective parts or parts that do not comply with the guaranteed qualities, with the express exclusion of any other remedy. It is understood that the warranty does not extend under any circumstances to the reimbursement of the costs of dismantling, assembling and transporting the goods and the system in which they are installed. The Seller shall have fulfilled his/her warranty obligations upon delivery to the Customer of a duly repaired or replaced part of the goods or of the goods themselves.

7. The warranty begins on the date of delivery of the goods supplied to the Customer pursuant to §4 above.

In the sole event of a test being necessary at the Seller's expense, the warranty shall run from the date of such test. If acceptance is not carried out for reasons for which the Customer is responsible, the warranty period shall in any case begin 30 days after delivery.

Exclusions

8. In any case, the Warranty is not due:

- a) When the Customer has repaired, even partially, or in any case tampered with or modified the purchased products;
- b) When the defects have been caused by inappropriate use of the product or by poor or insufficient maintenance, neglect or inability to use the products;
- c) When the inconvenience is wholly or partly due to incorrect installation or failure to comply with the Seller's instructions;
- d) When failures and inconveniences have been caused by carelessness during transport,
- e) normal wear and tear;
- f) use of non-original accessories and spare parts;
- g) use of devices and/or components unsuitable for operation when combined with the product sold by the Seller;
- h) chemical, electrochemical or electrical influences not attributable to the Seller.

9. The Seller has no knowledge of the intended use of the sold goods. Therefore, the Seller does not guarantee any suitability of the goods for particular uses, purposes and/or objectives, the relevant verification being the sole responsibility of the Customer.

10. The warranty does not apply to normal wear and tear and consumable parts, the expected life of which depends on the intensity of use of the products under warranty and which, as a result of normal wear and tear, is shorter than the warranty period.

11. Furthermore, the warranty shall not apply if the Customer has not reported the apparent defects directly to the Seller by registered letter or PEC within 8 (eight) calendar days from the

installation of the equipment, and the hidden defects within 8 (eight) calendar days from their discovery.

10) Contract and receivable transfer

1. Unless expressly authorised in writing, the transfer, in whole or in part, of the contract by the Customer is forbidden, including in the context of transfers, leases and relocations of a company or business unit, as well as mergers, incorporations and any other legal act with a similar purpose.

The Seller shall, however, have the right to consider the transfer valid, if it is deemed to be convenient.

2. Pursuant to Art. 1260 of the Italian Civil Code, the Seller may transfer the receivables he/she has towards the Customer.

11) Applicable law and place of jurisdiction

1. The General Conditions and the order in general shall be governed exclusively by Italian law, with the express exclusion of the Vienna Convention on Contracts for the International Sale of Goods and private international law.

2. The Court of Trento shall have exclusive jurisdiction, without exception, over all disputes arising from the General Conditions and/or the contract. However, the Seller shall also be entitled to sue the Customer at the place of his/her domicile or at any other place where the Seller is sued by a third party in connection with the Contract.

12) Final provisions

1. Delay or failure to exercise a right under the contract shall in no way be deemed to constitute a waiver of that right, unless expressly notified to that effect in writing.

2. The invalidity or ineffectiveness of any provision of the Contract shall in no event result in the invalidity or ineffectiveness of the whole agreement. The parties hereby agree to negotiate in good faith the provisions that have been declared invalid or ineffective, with a view to replacing them with others having substantially the same effect, within the limits of the law.

3. The General Conditions shall prevail over any other previous or concurrent general conditions entered into by the parties in respect of the same subject matter.

Place and date _____

The Customer (*lrpt name and surname - stamp and signature*):

Eneretica SpA



Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the parties, by signing this article, declare that they have fully discussed and expressly and specifically approved the clauses set out in the articles: 4.2 (non-delivery attributable to the

Customer), 6.6 (invoice dispute), 6.7 (compensation), 7.1 (forfeiture of the term benefit), 8 (reservation of title, transfer of receivables, withdrawal by the Seller), 9 (warranty), 10.1 (prohibition of contract transfer), 11 (applicable law and place of jurisdiction).

Place and date _____

The Customer (*lrpt name and surname - stamp and signature*):

Eneretica SpA

