

"GENERAL CONDITIONS OF SALE"
Effective from 1th April 2018

This document contains the General Conditions of Sale that govern all the relationships between the company Elpower s.r.l. (Vendor) and Customers (Purchasers) for any type of product and service.

Order: Contains the list of products and services requested and the list of Special Conditions to govern the specific and operational aspects of the Relationship.

Supply Contract: Contains all the detailed specifications of a more complex relationship in relation to the type of supply, as well as framework agreements and specific agreements.

General Conditions of Sale: Are applied to all the Supplies and may be waived by specific Contract or Order provisions only where expressly established in writing by the General Conditions themselves. They form an integral and essential part of every proposal, order and order confirmation.

GENERAL CONDITIONS OF SALE

1) ORDER

1.1 The Supply is subject to acceptance in writing by the Purchaser of these GENERAL CONDITIONS OF SALE, who must send them to the Vendor by email or fax signed for acceptance within 3 days of receipt of the proposal/quote/offer, in any case at the latest together with the order. In case of subsequent supplies, the document signed for the first delivery will remain valid. The signature must be that of the Legal Representative or a proxy with pertinent power of attorney attached.

1.2 If the duly signed Conditions are not returned, the Vendor will have the right not to proceed with the order or to consider it cancelled.

1.3 Acceptance constitutes an express renunciation of the Customer of its own General and Special Purchase Conditions. Any condition contained in the order that modifies, contrasts or contradicts these conditions will be considered invalid and not applicable unless otherwise agreed in writing in any case added to the order and expressly accepted in writing by the Vendor. The Vendor does not recognise agreements or verbal commitments of its officials or representatives: any exceptions to these conditions must be in writing and signed by both parties.

1.4 The Vendor reserves the right to modify the conditions at any time and at its sole discretion, repropounding their acceptance to each Customer. The order is intended as an irrevocable purchase offer, while it must be considered accepted by the Vendor only following confirmation of the order or the shipment of the order.

2) ORDER PROCEDURES

2.1 All orders must be sent by fax, email or PEC registered email in writing and complete in every part necessary for the correct identification of the Products

and Services requested. Telephone or verbal orders will not be accepted.

2.2. The Purchaser may request the cancellation or modification of the order only prior to its execution, by written notice that must be received within fifteen days from the acceptance of the order.

2.3 The Vendor has the right not to accept changes or cancellations of the order in relation to the progress of the production. To be effective, changes and cancellation must be accepted in writing by the Vendor.

3) PRICES AND PAYMENT CONDITIONS

3.1 Unless expressly written otherwise in the offer itself, the Vendor's offers have a maximum validity of 30 days from the date they are sent. Beyond this term the offer will automatically expire.

3.2 The prices quoted on price lists, publications and websites are information without binding value and cannot be considered a "public offer". Wherever prices are quoted they are net of VAT. The Vendor has the right to make changes to the price lists - in any case not binding - without notice. The prices applied to the order will be those in force at the time of acceptance of the order itself or different ones specifically agreed to in specific SUPPLY CONTRACTS. In the event of a change in the price of raw materials necessary for the execution of the order, the Vendor reserves the right to make corresponding changes to the amount of the order, even after its confirmation.

3.3 Payments must be made within the established terms even in case of delay in delivery or total/partial loss of goods not attributable to the Vendor. In the event of deferred payments, failure to pay a single instalment will result in demand for the full payment of the supply pursuant to art. 1186 of the Italian Civil Code.

Cheques, bills, bank drafts and collection orders are considered to have been paid solely when successfully completed.

3.4 In case of delay with respect to the agreed payment terms, the Vendor will automatically apply commercial interest pursuant to and for the purposes of Italian Law 231/2002.

3.5 In the event of a delay of more than 30 days' performance, of high level of exposure or of feared non-fulfilment, the Vendor will be entitled to:

- Request advance payment, a guarantee or cash on delivery;
- Suspension of all or part of the execution of related orders, before and after the order that generated the non-fulfilment, even if different;
- Revoke the agreed payment terms, with possible extension to other orders in force, thus making all the pending and future receivables of the Purchaser payable.

3.6 The sale is regulated by art. 1523 of the Italian Civil Code and therefore the transfer of property rights is conditioned by the payment of the entire agreed price by the Purchaser.

4) DELIVERY

4.1 The delivery terms start from the day of acceptance of the order by the Vendor.

4.2 The Vendor is not responsible in the event of:

- cases of force majeure or extraordinary events, scarcity of raw materials, restriction of energy sources;
- cases in which the delays are attributable to the Purchaser, in particular for the communication of information deemed indispensable and not provided in time;
- cases in which the payment conditions are not respected pursuant to articles 1460 and 1461 of the Italian Civil Code.

4.3 Delays attributable to the Vendor may give rise to compensation only in the amount of the penalties agreed in the SUPPLY CONTRACTS.

4.4 The Purchaser must take delivery of the goods even in case of deliveries that are partial or subsequent to the agreed date. All expenses related to the non-collection of the goods, including storage with third parties and transport, will be charged to the Purchaser.

4.5 In the event of written changes to the order agreed upon by the parties pursuant to these Conditions of Sale, the delivery time will be automatically extended for the time necessary to execute the changed order.

5) RESPONSIBILITY AND REPORTING OF DEFECTS

5.1 Goods may be returned only after submitting a detailed written complaint of faults or defects, with the express authorisation of the Vendor and ex warehouse

of the same. Pursuant to art. 1510 paragraph 2 of the Italian Civil Code, the Vendor is understood to be released from the obligation of delivery with the handover of goods to the designated carrier, therefore the risk related to

transport is borne by the Purchaser. In the event of carriage paid delivery expressly agreed to in the SUPPLY CONTRACT, it will be the Vendor's responsibility to choose its preferred carrier.

5.2 Upon receipt of the goods, the Purchaser is required to verify the quality/quantity indicated in the order. In case of anomalies/defects identified immediately, it may opt not to accept the delivery by immediately communicating the reasons for the refusal to the Vendor and communicating it in writing to the Vendor on the same day or at the latest by the following day.

5.3 Within 8 (eight) days from receipt of the goods the Purchaser must communicate the evident non-conformities and defects of the goods in writing and in detail. A hidden defect can be reported within 8 days of discovery and within 1 (one) year from delivery. The complaint must be made in writing and addressed to the Vendor by registered mail or PEC registered email, in advance by fax or email, under penalty of forfeiture. The complaint must include all the information necessary to track the shipment: order number, identification of cartons, invoice number and bill of lading, in addition to details of what was found.

5.4 At its sole discretion and with regard to the status and type of goods, the Vendor may:

- supply the missing goods in case of an error in quantity;
- repair/replace faulty goods;
- grant discounts on future purchases;
- accept the charge of the purchase price and preparation for collection.

Any complaint or dispute beyond the terms expressly stated in the General Conditions of Sale will not be taken into consideration and the goods will be considered compliant in every respect.

6) WARRANTIES

6.1 The Vendor guarantees that its supply conforms to the specifications of the order, complies with current rules and regulations, is suitable for use, if expressly indicated and free from defects.

6.2 Unless otherwise agreed in a specific SUPPLY CONTRACT signed by both parties, the warranty on the product supplied has a duration of 12 months.

6.3 Should defects in manufacturing or materials attributable to the Vendor occur during the warranty period, it will:

- repair the device on the Vendor's premises or on site;

- replace the Product with a model having an equivalent duration of service.

In this latter case, the warranty will be transferred to the replacement Product without prolonging the original expiry date.

In no case will new certificates be issued.

The choice between the first or second remedy described will be made at the sole discretion of the Vendor.

6.4 The warranty includes the labour and material costs necessary to restore the correct operation of the Product on the Vendor's premises.

All other costs, in particular expenses related to shipping, disassembly, on-site installation, travel and accommodation for technical assistance service personnel, as well as the costs of customer employees are not covered by this warranty.

6.5 This warranty does not cover malfunctions due to the following causes:

- Failure to follow the instructions regarding use, installation and maintenance provided to the customer by the Vendor.
- Incorrect installation of the Product.
- Incorrect commissioning of the Product.
- Damage to the Product during shipping at the expense of the customer.
- Incorrect or improper use of the Product.
- Insufficient ventilation of the Product or installation in unsuitable place.
- Service or repair of the Product performed by personnel not authorised in writing by the Vendor.
- Tampering or modification and reparation of the Product not authorised in writing by the Vendor.
- Disregard for the safety rules.
- Damage resulting from other system components.
- Damage caused by third parties.
- Fortuitous event or force majeure (by way of example: lightning, surges, fire, hail, flooding, riots, etc.).
- Normal wear of the Product.

6.6 Also excluded from this warranty are malfunctions that do not affect the regular operation of the Product, like aesthetic defects or "minor defects" (for example, non-perforating rust) and damage caused to other parts of the system.

6.7 The Product warranty will only be effective if the Product is installed in the country declared by the Customer at the time of purchase. In any case, the warranty is not valid for Products that have been introduced into the countries of the United States of America and Canada for any reason.

7) TERMINATION OF THE CONTRACT

7.1 In case of total or partial non-payment, or breach of these General Conditions of Sale, the Vendor will have the right to suspend the supply and the corresponding warranties, immediately terminating in

writing the current relationship with the exception of compensation for all damages suffered, which the parties hereby quantify in 75% of the value of the unpaid supply, without prejudice to compensation for further damages.

Non-payment is understood to mean a delay that lasts for more than 30 days.

7.2 The Relationship between the parties is also understood to be terminated ipso jure in the case of:

- bankruptcy or other insolvency procedures provided for by law;
- transfer of the company or business unit.

8) INTELLECTUAL AND INDUSTRIAL PROPERTY, CONFIDENTIALITY AND PRIVACY

8.1. The Vendor retains ownership of all projects, technical documents and know-how relating to the supply and protected by law on trademarks and patents.

8.2 The Purchaser, its employees, agents, contractors and subcontractors will maintain the confidentiality of the technical documents delivered and deemed necessary and the information received to make use of the supply.

8.3 The Vendor warrants that the information and personal information communicated to it will be treated in full compliance with the Current Law on the protection and processing of personal information. The personal and commercial information relating to the Sales Contract will be recorded and archived by the Vendor in order to fulfil legal obligations. In case of refusal to provide personal and fiscal information, the Vendor will be unable to provide the supply requested.

8.4 The Purchaser is entitled to the provisions of art. 7 of Italian Legislative Decree 196/2003. The controller responsible for the processing of data for Elpower s.r.l. Via Beggiate 23 - 36025 Noventa Vicentina (VI)

9) APPLICABLE LAW AND JURISDICTION

9.1 Any dispute arising from the Supplies covered by these Conditions, their conclusion, execution or termination will be governed by the Italian Civil Code and will be subject to the exclusive jurisdiction of the Court of Vicenza.

10) TRANSLATION

10.1 In the event that these conditions of sale are translated into another language, it is agreed that in case of doubt of interpretation the Italian version will always prevail.

I accept these General Conditions published on the website www.elpower.it and delivered before the Order.

Signature for acceptance:

Pursuant to and for the purposes of art. 1341 and 1342 Italian Civil Code, the Purchaser also declare to accept all the conditions and pacts contained herein and to have particularly considered what was established and agreed with the various clauses; in particular, the Purchaser declares to specifically approve the clauses and conditions listed in the points: 1. Order; 2. Order procedures; 3. Prices and payment conditions; 4. Delivery; 5. Responsibility and reporting of defects; 6. Warranties; 7. Termination of the contract; 8) Intellectual and industrial property, confidentiality and privacy; 9. Applicable law and jurisdiction; 10) Translations.

Signature for acceptance:
