

**GENERAL TERMS & CONDITIONS OF SALE**

**General Provisions**

1. Unless otherwise agreed in writing between the Buyer (or Customer) and the Seller (means Elektrisola Atesina Srl, or E.A. Srl), these Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any Buyer specification, purchase order or similar document. Any derogation or different conditions requested by the Customer are valid only if confirmed in writing by the Seller.
2. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing with the Seller's order confirmation.
3. The Contract is valid and concluded only with the written acceptance by the Customer of the offer made by E.A. Srl, or the receipt of the order confirmation sent by E.A. Srl. The customer expressly declares that, independent by the acceptance of the offer or the order confirmation, by receiving the goods in the agreed location, considers the Contract concluded and accepts the Terms & Conditions as shown in the offer and/or in the order confirmation and or in the order variation of E.A. Srl.
4. Partial deliveries, exceeding or smaller of the order quantity, always within the market tolerance, are accepted and do not represent cause of compliant by the Customer. The quantity invoiced corresponds to the amount shipped by the Seller.

**Prices and payment terms**

5. The Customer declares to accept and approve the Sales price and the payment terms as shown in the offer and/or in the order confirmation and/or in the invoice. Such price, unless specified, shall be exclusive of any VAT, taxes, storage, carriage, insurance, packaging, custom duties and all other expenses in respect of the Products.
6. Written orders reflect the price at the time of order, however, the invoice price is the price at the time of delivery and may vary from the order price, particularly if there has been significant changes in the costs of material, energy, salaries, shipment. If this is the case the Contract is accepted with price changes according to above variation of the market.
7. The payment period is considered essential and unavoidable.

8. In case of omitted or partial payment the Customer will be obliged to pay all the goods that have been shipped including interests and expenses, where interest are due according to the Italian law D.Leg.vo 231/2002.
9. Any different payment terms with respect to the terms mentioned in the offer, order confirmation or invoice, have to be accepted in writing by the Seller.
10. Any compensation of the credits of the Customer can be carried out only prior acceptance of the Seller. The Buyer shall not be entitled to set-off any sum claimed against payments due to the Seller under any Contract.
11. The offers made by the Seller, unless specified, are valid for 30 days, if the Buyer does not accept them within this time the offers are not valid and binding any longer for the Seller.

#### **Performance of the Contract and obligations**

12. In the event that the Seller becomes aware of any changes of the economic situation of the Customer with respect to the date of the Contract conclusion, the Seller is entitled to put on hold the shipment and the Contract as specified in the Italian civil code article 1461.
13. The Customer is obliged to send to the Seller together with the order, all the required documentation, product specification, authorization, as well as the delivery schedules. In case the Customer does not provide such information on time the Seller cannot be disputed or objected for any delay or non conformity of the Product.
14. All quoted delivery dates are approximate and not binding for the Seller. The Seller may delay shipment for Force Majeure or for its production reasons.
15. The Buyer may request to postpone the deliveries with respect to order confirmation only after written approval by the Seller, who is entitled to charge all related costs and expenses for finance, storage and insurance.
16. Transfer of ownership to the Products takes place on the date of the Seller receipt of full payment, including possible interest on overdue payment unless otherwise agreed upon. Transfer of ownership does not influence other condition of the Contract.
17. The Buyer shall be responsible for compliance with all relevant laws and regulations and for obtaining and maintaining at its expenses any necessary import or export licenses, customs clearance, exchange control consent or other authorizations and permits whatsoever.

### **Limitation of Liability**

18. The Seller guarantees the exclusive ownership of the goods and the technical specifications as declared in the offer.
19. The Seller guarantees the technical specification accordingly to the International norms IEC. Any others specification is not valid unless written agreement between the parties.
20. The Seller guarantees the good quality of the Product, and in case the Seller recognizes the goods as defective he is entitled to replace them. The Seller shall not have further liability whatsoever to the Buyer or third parties and under no circumstances exceed the purchase price of the Products, work or service provided under the Contract.
21. The Seller declares and the Buyer acknowledges that the Product is NOT homologated and shall NOT be used for aircraft, space, marine and its related use.
22. The Buyer shall notify the Seller in writing of any lack of conformity of the Products within 8 days from the date of receiving the goods, and, in any case immediately after he discovered the lack of conformity. If the Buyer omits to communicate the lack of conformity or does not allow the Seller to check the goods, the Seller shall not have any liability and no obligation to replace the product. The Buyer is obliged to pay what has been shipped.

### **Delivery**

23. The terms of delivery are defined as ex-works, even if the Products are delivered by a courier selected by the Seller.
24. The risk of damage or loss of the Products shall pass to the Buyer in accordance with the INCOTERMS 2010 and/or relevant laws and regulation.
25. The spools and the packaging of the Products will be invoiced to the Buyer and, in case they are sent back in reusable condition to the Seller premises, will be partially credited back according to cost of maintenance and disposal. The Seller may refuse to accept spools and packaging after 12 months from the date of invoice.

### **Contract termination**

26. Any Contracts between the Seller and the Buyer in case of overdue invoices, partial or wrong payment, will be considered terminated without any advice. In such a case E.A. Srl will be entitled to ask for a reimbursement for any

- cost and/or expenses caused by the Buyer.
27. The Buyer is informed that the current General Terms & Conditions of Sale are mentioned in the offer and/or in the order confirmation and/or in the order variation and are available on the web site [www.elektrisola.com](http://www.elektrisola.com)
28. The failure of the Seller to insist upon the strict performance of any of the terms and conditions of the Contract shall not be construed as a waiver of any such term or condition and shall in no way affect the Seller's right to enforce such provision at a later date.
29. If any wording in any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable to the remaining provisions of such Contract and the remainder of such provision shall continue in full force and effect. Any other provisions not specified are applied according to the Italian Civil Law.
30. The construction, validity and performance of the Contract is governed by the laws and regulations of Italy with the exclusion of the United Nation Convention on contracts for the international sale of goods. By entering into the Contract the parties submit to the exclusive jurisdiction of the people's court where Seller is domiciled.