

# GENERAL SALES CONDITIONS<sup>(AM-2022/05R0)</sup>

## 1. Exclusive validity of the general sales conditions of the contract

- 1.1 The legal relationship between the client and the supplier (Energy Bruciatori Industriali S.r.l.) shall be exclusively governed by the general sales conditions (hereinafter 'conditions') set out below. Any modifications must be made in writing.
- 1.2 The offers made by us to clients are not binding and the orders sent to us from clients shall only become binding for us following the company's written order confirmation and only for the period indicated therein. It will be the client's responsibility to check the order confirmation and notify the company of any errors or inaccuracy in writing within three days of receiving the said document; otherwise the indications in the order confirmation will be applied to the contract and therefore to the supply.
- 1.3 If one or more of the provisions of these sales conditions, for any reason, should be declared totally or partially null, ineffective and/or invalid, the validity of the sales Conditions shall not be influenced, in any way, the other provisions present.

## 2. Prices and offers

- 2.1 The product prices and the services offered; taxes and duties; transport, insurance and installation costs, shall be as specified on the invoice.
- 2.2 The prices indicated in the offers made by the Company are stated net of VAT, and specify additional costs (transport and packaging), The cost of the package will be 3% flat of the total net amount of supply. Furthermore are excluded all sales taxes, collection fees and customs duty (where envisaged); if the sale is subject to other taxes, these shall be borne by the Client and in the event of advances of funds, the Client undertakes to the immediate repayment in our favor as well as to assist us, in any way, for the collection of these taxes providing us the necessary documentation.

## 3. Payment conditions

- 3.1 Unless otherwise agreed, payments shall be made by bank transfer or by the issue of bank receipt and however as indicated on the sales invoice.
- 3.2 Deductions (e.g. duties, taxes etc.) and/or extensions shall not be granted unless expressly specified.
- 3.3 The terms and conditions of payment are specified on the invoice; if not indicated in the invoice, the valid terms and conditions shall be 30 days as of the date of invoice.
- 3.4 The payment terms shall be considered essential. In the event of your defect, even partial, the Company will be authorized to suspend any further deliveries or services pending and/or provision of services until payment is made. In the case of delayed payment, the Client shall incur interest in arrears at the rate applied by the European Directive 2000/35/CE on late payments in commercial transactions, applicable to the amount still owing from the payment date specified on the invoice, as well as all expenses and legal skills that Our Company are forced to support even amicably for credit recovery, even just extrajudicial. To this end, the Client expressly accepts that these expenses will be calculated according to the average parameters indicated in the D.M. 55/2014 and undertakes to reimburse such expenses removed from now any exception and/or objection in this regard.
- 3.5 In the event of the Client's failure to make the payments or the Company's reasonable doubt regarding the Client's solvency, not necessarily resulting from ongoing transactions, the Company shall be authorized, without prejudice to any other rights, to request the right to termination with reference to the payments arising from the Company's business relationship and to request in advance any sums for other deliveries.

## 4. Delivery terms

- 4.1. Unless otherwise agreed, expressly in writing and expressly accepted by us, the delivery terms and conditions indicated in the order confirmation are not indicative and not mandatory. Compliance with the delivery terms and conditions by the Company presupposes the timely receipt to fall data provided by the Client, including the guarantee of all the necessary permits and the necessary authorizations and resolutions, Client compliance with the agreed payment terms and conditions (even if intermediate), and the Client's fulfilment of all obligations (collaborative or anticipatory) deemed prerequisites for Company compliance with relevant obligations. If such prerequisites are not met within the envisaged times, the terms and conditions of delivery shall be extended correspondingly and accordingly. The terms and conditions of delivery shall be considered fulfilled when, as per the envisaged terms and conditions of delivery, the products will be available for the collect of the carrier at our production sites or when the Client has been notified that the Company's products are ready for delivery.
- 4.2. In the event of interruptions or delays by the Company to fulfil all contractual obligations, attributable to the Client, the relative additional costs shall be borne by the Client and the terms and conditions of delivery shall be extended accordingly.
- 4.3. In the event that product delivery is not possible due to reasons attributable to the Client the Company shall proceed, without the need for the Client's authorization, to issue the invoice on a sale or return basis. After one month the Company shall invoice the Client for the sale or return costs. The costs relative to the 1st month shall be borne by us.

- 4.4. In the event of strikes, closure or unforeseen circumstances, included and without limitations, war, insurrection, mobilization, epidemics and restrictions of any kind, changes to legislation in force, governmental shortages of materials or power, non-conforming or delayed deliveries from our suppliers and/or interruptions of production activities or transport problems etc, the Company shall be authorized to extend the terms and conditions of delivery in a suitable manner. The Client renounces from now to any request for claim and/or compensation in this regard.
- 4.5. The Client expressly accepts that the delivery can also be carried out, at the unquestionable discretion of Energy Bruciatori Industriali S.r.l., in multiple partial shipments.

## 5. Shipping, risk of loss

- 5.1 Unless otherwise agreed with the Client, Energy products, burners and spare parts are sold ex-works (EXW).
- 5.2 The goods travel at the risk of the Client and even where is required to Energy to take care of the transport on behalf of the Client, choosing the carrier, the routes and the means of transport. Under no circumstances Energy take upon itself any risk associated with transport.
- 5.3 If the shipment is delayed or shipment is not possible, the Company shall be entitled to store the products in a Company warehouse even elsewhere, at the Client's expense. The Company's contractual delivery obligation shall be considered fulfilled and the risk of loss or damage to the products shall be fully transferred to the Client.

## 6. Defects or damages

- 6.1 At delivery of goods, the Client shall be responsible for examining the product and notifying the company of any defects or not conformities which must be reported to Energy only in written form by PEC and/or registered letter with return receipt within 2 days of delivery, accompanied by appropriate documentation, also photographic, which certifies the integrity of the package and excludes damage caused by transport. After this period, the product shall be definitely accepted by the Client, except as provided for in the subsequent Art. 10.
- 6.2 The Company shall not be liable or involved in any way with regard to issues arising during transport.
- 6.3 In the absence of any communication as per previous Art 6.1, delivery of the goods shall be deemed complete and in compliance with the order.

## 7. Installation

- 7.1 If the particular terms and conditions set out in the Company's order confirmation provide for the installation of items supplied, this shall be carried out by us in a single session. If, upon the express request of the Client, installation is required in several sessions, all relative costs following the first session shall be charged to the Client. Any subsequent training activities shall be considered extra.

## 8. Start up and commissioning

- 8.1 Start up and commissioning of the burners will be invoiced in accordance with our applicable tariff. Energy doesn't accept claims for start-up and commissioning carried out by third parties.

## 9. Acceptance

- 9.1 Acceptance tests shall be carried out only if agreed upon in advance. In any event, the costs of such tests shall be borne by the Client.
- 9.2 If the Client does not carry out an agreed acceptance test or if the Client is not present at the test, the product shall be deemed accepted upon the successful conclusion of the tests by the Company. Additional costs arising from the delay of such tests for reasons outside the Company's control shall be borne by the Client. Where the test is not envisaged, the products shall be deemed accepted when they will be received by you after the deadline indicated in the Art. 6.1.
- 9.3 Acceptance may not be refuted in the case of minor defects, although the Company is not relieved of the obligation to eliminate such defects, upon payment of the supply.

## 10. Warranty and liabilities arising from vices and/or defects

- 10.1 The Company guarantees that the products shall be free from hidden vices and defects.
- 10.2 If not otherwise established, the period of warranty for factory defects will be of 12 months from the delivery date ex-works.
- 10.3 The warranty operates only on components, mechanical and electrical, that should present inherent defects, but not on work performed of any kind.
- 10.4 The warranty does not operate on components operating with naphtha or other fuels or deteriorating and/or abrasive substances, if the malfunction of the component is attributable to their use and not already to an inherent defect in the component.
- 10.5 Where within the warranty period should occur faults and/or defects in the supply not already detectable as in previous Art. 6.1, the Client must, within 8 days from the discovery date, report the defect according to the mandatory provisions of the previous Art. 6.1 and will have to do everything in its power to keep the damage at the minimum level.
- 10.6 The Company is obliged to correct any defects exclusively if the Client strictly and correctly observes all contractual clauses. In particular, agreed payments must be completed in accordance with the terms and conditions of payment established and accepted, regardless of any defects found. The after-sales guarantee operates only where the payment of the supply has been punctually executed

- 10.7 Defects arising from normal wear and tear (in particular for parts most frequently used) or from misuse shall not be covered by the warranty. The Company's warranty obligations shall cease in the event of modifications and/or repairs to products not authorized by the Company and applied by the Client, the user and/or third parties.
- 10.8 In the event of defective components not manufactured by the Company, the latter reserves the right to transfer responsibility directly to the supplier. In this case the Client shall be told the name of the supplier to be contacted directly.
- 10.9 The following provisions are valid for the software: the Company guarantees that the software delivered to the Client shall correspond to the Company's program specifications, provided that it is installed on the specific Company systems and according to Company instructions. The Company shall not be liable nor shall provide any warranty for software, interfaces etc. manufactured by others and supplied by the Company. Only software defects that can be reproduced at any time shall be covered by the Company warranty obligations. The Company does not guarantee flawless operation of the software in every configuration selected by the Client, except in the event that such configuration has not been specified by us. For claims based on a loss of data, the Client is also required to have made a back-up of the data in a readable machine form at intervals in compliance with the application in question, no later than the same day in which the software was used, to ensure that the data may be restored at a reasonable expense. The warranty does not cover damage or defects caused by viruses in the system.
- 10.10 Without prejudice to any damage claims, the above represents the Client's exclusive provision in the event of a breach of warranty. EVERY WARRANTY, INCLUDING EXPRESSLY DECLARED OR IMPLIED WARRANTIES WITH COMMERCIALITY AND SUITABILITY FOR A SPECIFIC PURPOSE, OTHER THAN THOSE EXPRESSLY STATED, IS EXCLUDED TO THE EXTENT PERMITTED BY LAW. Any damage claims, contractual or statutory, shall be subject to restrictions and exclusions of liability as referred to the next Art. 13, with special regard to claims for damage consequential or indirect.
- 10.11 In case of any faults and/or defects, we will, at our discretion, replace or repair the product free of charge and in case of repair, we will decide whether to perform the operation at the site of use of the product or at our representatives site or at our workshop. If we decide not to carry out the repair at the site of use, the Client will provide at its expense to the correct packaging of defective products and to send them to the address indicated by Energy supporting the costs, charges and risks of transport roundtrip (A/R).
- 10.12 By signing these conditions, the Customer declares that he/she is aware that the performance of Energy products is strictly conditioned and subject to variation as a result of the technical characteristics of the system on which they are installed.

## 11. Industrial property rights and copyright

- 11.1 In the event of claims brought against the Client for infringement of industrial property rights or copyrights (the "Rights") and based on the Client's use of a product supplied by us, we will defend the Client against such claims. For the purposes of the above, it is the Client's express obligation, under penalty of full forfeiture of the above warranty, to immediately notify us in writing within and not later than 5 calendar days from the date on which he received the above request and/or dispute. It is not allowed to the Client to come to agreements or understandings of any kind with the applicant, unless our prior written consent, being understood that any obligation contracted directly by the Client will be at his sole expense, without any obligation on our part. In such circumstances we shall nevertheless obtain for the Client the right to continue using the product. If this proves to be impossible under commercially reasonable conditions, we will, at our own expense and at our discretion, either modify or replace the product in such a way that there is no further damage to it, or take back the product and refund the Client in whole or in part for an amount equal to the purchase price paid by the Client, less a fair equivalent value based on the age and use of the product. Thereafter, no further claims for infringement of the Rights may be made. We shall not be liable for any damages arising out of modifications made to the product supplied by us, improper use of the product or use other than as specified in our publications, or use of the product in combination with products not supplied by us.
- 11.2 We shall not be liable for the consequences of any infringement of the Rights in respect of a product manufactured by us: we shall be indemnified by the Client against any claim for damages which may be made by a third party.
- 11.3 It is expressly forbidden to disclose to third parts data and information in general relating to the products supplied by us, unless authorized by us in writing. Violation of this obligation will lead to a compensation obligation in our favor, at the expense of the Client, for all damages and prejudices caused on us.
- 11.4 It shall not be possible to change the appearance of the product in order to make the Client or a third party appear to be the manufacturer, nor shall it be possible to remove our trademark or other distinguishing marks of our products in order to affix others belonging to the Client and/or a third party. It is in fact forbidden for Client, even through an intermediary, to replicate in whole or in part the products sold by Energy, and therefore to manufacture, produce, set up and use products having dimensions, proportions, shapes and technologies similar or similar to Energy's models as well as to their single internal and external components.
- 11.5 We reserve all rights related to cost estimates, drawings and other documentation provided by us, which may only be made accessible to third parties with our prior written consent. If no orders are sent to us, all drawings and documentation relating to offers shall be returned to us immediately upon our request. The foregoing shall also apply to the Client's documentation; however, the Client's documentation may be made accessible to third parties to whom we order or intend to order supplies and/or services for the proper performance of the contract.

## 12. Software rights

12.1 A non-exclusive and non-transferable license shall be guaranteed to the Client for the use of programs, related documentation and consequent modifications exclusively in relation to the product on which the program, documentation and modifications shall be initially used. The Client shall not exercise further rights to the programs, related documentation or subsequent modifications; the Company shall remain the sole owners of copyright. Without prior written consent from the Company, the Client is not authorized to make such programs, related documentation and subsequent modifications available to third parties; nor to make copies and/or duplicates of the same, either for use or internal consumption, except for back-up purposes. The original programs shall only be made accessible following specific and separate written agreement to that effect.

## 13. Liability and damage claim

13.1 In all cases of dispute by the Client on the product supplied, the liability of Energy Bruciatori Industriali S.r.l. will be limited to direct damage of the product.

13.2 In all cases the maximum refundable amount will be equal to the value of the supply, the Client waives from now to request more damages.

13.3 For the software supplied by the Company, including Company personnel and agents and/or sales partners, the Company shall be liable for the loss or modification of data caused by faulty programs only if the Client has complied with the obligation to perform a back-up of such data at regular intervals, at least once a day.

13.4 In no case the Company shall be liable for consequential and/or indirect damages such as, by way of example, damage of image, loss of chance, loss of the Client, loss of lost profit, including and without limitation, damage to lost profits and/or interruption of activity.

## 14. Privacy

14.1 Pursuant to EU Regulation on Privacy 2016/67 (GDPR), the personal data provided will be processed by the owner ENERGY BRUCIATORI INDUSTRIALI S.r.l., with electronic and manual tools, by authorized internal staff and will be used, in accordance with the principles of lawfulness and fairness, for the sole purpose of complying with obligations under the law, regulations and Italian and Community legislation, to meet orders or requests from the Authority, and in order to give full effect to pre-contractual and contractual obligations.

14.2 The data provided may be brought to the knowledge of third parties, for administrative and accounting purposes, connected to the object of this contract and if this should become necessary and indispensable for the carrying out of the activity; in any case, the treatment will take place in such a way as to guarantee maximum security and confidentiality. At any time, the rights of access to personal data and the other rights recognized by the above-mentioned Regulations may be exercised, in the manner provided by these rules, by sending the relevant communications to the company's e-mail address or at the registered office by registered mail.

## 15. Premises and jurisdiction, applicable law

15.1 The premises of the activities relative to delivery shall be the Company shipping office; the premises of payment-related activities shall be the Company administrative offices, duly registered.

15.2 The contract shall be governed according to Italian law and jurisdiction and shall be subject exclusively to the mandatory jurisdiction of the Court of Turin also in the case of actions promoted through the connection of cases or call for guarantee, excluding any other concurrent jurisdiction.

15.3 The applicable law shall be that of the Italian Republic, the Italian Civil Code and relevant laws concerning these matters.

## 16. Project development and construction

16.1 ENERGY reserves the right to make at any time to its products the changes deemed necessary for the improvement of the same, the technical catalog is therefore considered merely indicative.