

## GENERAL TERMS AND CONDITIONS FOR SALE AND PROVISION OF PRODUCTS AND SERVICES

This document contains a list of conditions which govern all sales and/or supplies of goods and services by SSE to any BUYER. The "General Terms and Conditions for Sale and Provision of Products and Services" are therefore considered as an integral part of every CONTRACT for sale and provision of products and services which SSE and the BUYER enter into.

### ART. 1 – Definitions

In the CONTRACT (as hereinafter defined) the following words and expressions where capitalized have the meanings hereby assigned to them, except where the context otherwise requires:

**BUYER** means any individuals or entities, including but not limited to any corporation, association, partnership, company, or organization to which SELLER is providing Products or Services under the CONTRACT.

**SELLER** means SSE.

**PARTY** means either the SELLER and the BUYER and the expression **PARTIES** is construed accordingly.

**CONTRACT** means the agreement reached between the SELLER and BUYER on the basis of the SELLER's CONTRACT proposal (final quotation) and signed by both PARTIES, together with these Terms and Conditions.

**CHANGES** means any modification to the Contractual terms (including CHANGES in orders)

**VAT** means Value Added tax.

**WHT** means any withholding tax or retention tax

### ART. 2 – CONTRACT and precedence of documents

The CONTRACT represents the entire agreement between the PARTIES, comprising the SELLER's quotation, the conditions contained in the annexes to the quotation, these General Terms and Conditions and the related documentation.

No clauses can be added to quotation or General Terms and Conditions without prior written agreement between the Parties.

The BUYER's acceptance of the quotation means any previous understandings regarding the subject of the CONTRACT are superseded and the BUYER's terms and conditions for the purchase of products and services are automatically invalidated.

The documents' importance order is listed below:

- 1) The SELLER's quotation
- 2) The conditions contained in the annexes to the SELLER's quotation
- 3) These General Terms and Conditions and the related documentation

We hereby specify that, in the event of any discrepancy amongst the documents constituting the CONTRACT, the document preceding the others in order of listing prevails.

### ART. 3 – Confirmation and acceptance of the SELLER's offer

BUYER shall accept the offer by the date specified in the offer itself. Should an expiry date not be stated in the offer, it shall be considered to be thirty solar days from the date of issue of the offer itself. Once the deadline specified in the offer - or, in the absence thereof, the thirty days from issue of the offer have passed - without the offer being accepted, the offer shall expire. It is in the SELLER's powers to confirm the order acceptance to the BUYER when deemed necessary.

#### **ART. 4 – Invoicing and payments**

Unless otherwise specified in the CONTRACT, prices are stated net of VAT, WHT, of all duties, taxes and/or excise duty. In addition to the price indicated in the offer, the BUYER shall pay the SELLER the VAT, WHT, all duties, taxes and/or excise duty applicable to the goods and/or services covered by the Sales Order. Invoice will be issued as per SELLER's quotation.

Unless otherwise specified in the CONTRACT, payment shall be made within thirty days net from the invoice issue date.

#### **ART. 5 – Goods risk and title transfer**

Title and risk of loss to Products and/or Parts shall pass upon Seller's completion of its delivery obligations pursuant to the applicable Incoterms® 2010 as provided in Art. 6

If the Service consist of execution of paper work, title transfer takes place with the delivery of the paperwork to the BUYER.

In case any of the Products and/or Parts cannot be shipped in accordance with the agreed Delivery terms due to any cause not attributable to Seller, Seller after having notified it to Buyer, may store such Products and/or Parts; under this conditions

- (a) any amounts otherwise payable to Seller upon delivery or shipment shall be payable upon presentation of Seller's invoices and certification as to cause for storage,
- (b) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal, value added taxes and any other taxes shall be reimbursed by Buyer upon submission of Seller's invoices, and
- (c) when conditions permit and upon payment of all amounts due hereunder, Seller shall resume delivery of the Products. Title and all risk of loss shall thereupon pass as provided in this article upon Seller's completion of its delivery obligations pursuant to the applicable Incoterms® 2010 as provided in Art. 6.

In case storage period will last more than 60 days, Seller shall have the right to resume Delivery of the Products/Parts in accordance with art. 6.

#### **ART. 6 – Delivery period**

Unless otherwise provided in the Contract and in accordance with Incoterms 2010 for export shipments out of Seller's Country of incorporation, Seller shall deliver Products/Parts to Buyer FOB in case of transportation by sea or FCA Airport of Export loaded in case of transportation by air or CPT Seller's premises in case of transportation by rail or road.

The "Delivery Date" for any item of Products/Parts is defined as the date on which such item is delivered in accordance with this Article.

Partial deliveries will be permitted. Delivery times are approximate and are dependent upon prompt receipt by Seller of all materials, payment security and Information necessary to proceed with the delivery without interruption.

A failure to perform by the time specified in the CONTRACT is not a material breach of the CONTRACT.

#### **ART. 7 – Force Majeure**

A PARTY is not deemed to be in default of any of its obligations under the present General Terms & Condition should such non-fulfillment be due to Force Majeure. Force Majeure means any unforeseeable and inevitable event such as, by way of example, strikes, riots, natural disasters, government measures, wars, embargoes, terrorism and more generally, any other unpredictable event beyond PARTIES' control. PARTIES' performances shall be suspended for all the duration of such events.

The PARTY invoking the Force Majeure shall send the other PARTY a written notice describing the event that has arisen, within 7 days from its beginning, to be confirmed within 15 days from the occurrence of the event itself, by evidential documentation containing a statement of the competent Authority (such as the Chamber of Commerce). Subsequently, the same PARTY shall notify within 3 days the end of the Force Majeure event.

If, at SELLER's sole discretion, security or safety of personnel or the safe execution of work during service activities is, or is apt to be, imperiled by security concerns, local conditions, terroristic acts or threats, SELLER may promptly remove some or all of its personnel from the site or suspend performances of all or any part of its services or evacuate its personnel. In the event of an evacuation, BUYER shall assist evacuation to be carried out. Any of the foregoing is considered to be a Force Majeure event.

#### **ART. 8 – Changes**

Each PARTY may, from time to time, propose CHANGES in the scope of work to be performed by SELLER under this CONTRACT. Such CHANGES are subject to mutual agreement of the PARTIES. Neither PARTY is obligated to proceed with any change until the PARTIES have agreed upon its effect and signed a written change order document. BUYER may make CHANGES and/or CHANGES to the ordered item or services only with the prior consent of the SELLER. In such a case the BUYER shall, however, indemnify the SELLER of all costs and labor's expenses sustained in carrying out the CHANGES requested by BUYER..

#### **ART. 9 – Access to facilities and inspection of goods and services**

The BUYER or its representatives have the right to access, at their own expense, to the places where goods are produced or stored or to locations where services are performed in order to monitor the progress of production, to witness tests and to test the quality of goods and/or services, with a written notice of at least one week.

#### **ART. 10 – Warranty**

Unless otherwise specified in the sales offer, the warranty period shall be 12 months from delivery. The warranty on services and goods or parts of goods replaced under warranty expires without exception at the end of the warranty provided for the supply or the original service. SELLER warrants that the materials used are free from defects, that the work processes have been performed correctly and professionally according to the latest technologies, and that the supply meets the specifications and agreed requirements.

Should the goods and/or services prove upon inspection to be defective or non-conforming to the CONTRACT, or should hidden flaws and/or defects emerge at a later time, BUYER may only request in writing, no later than 10 (ten) days from the discovery, to repair or, if this is not possible, the replacement of the goods or services, or parts of the aforementioned, that are damaged and/or defective and/or non-conforming. The SELLER is responsible for repairing in its own premises, at its own expense, or - at its sole discretion - for replacing the goods or services, or any portion thereof, that are damaged or defective, with others conforming to the requirements contained in the CONTRACT. If the repair in SELLER premises is not possible, onsite intervention is possible at BUYER charge. The supply of replacing goods and/or services is governed by the same terms of supply agreed in the CONTRACT.

#### **ART. 11 – Limitation of Liability**

SELLER shall be responsible for and shall defend, protect, indemnify and hold harmless BUYER against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature, with respect to bodily injury, including fatal injury and disease, to any persons employed by SELLER arising from or in connection with the Supply of Materials and Goods, whether or not any act, omission, negligence or breach of duty by SELLER caused or contributed to such bodily injury, death or disease.

BUYER shall be responsible for and shall defend, protect, indemnify and hold harmless SELLER against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature, with respect to bodily injury, including fatal injury and disease, to any persons employed by BUYER arising from or in connection with the Supply of Materials and Goods, whether or not any act, omission, negligence or breach of duty by BUYER caused or contributed to such bodily injury, death or disease.

Each PARTY shall in no event be responsible for or liable to the other PARTY for consequential damages or indirect losses suffered by other PARTY including, without limitation, business interruption or loss of profits.

The PARTIES agree that the total liability of SELLER, on all claims of any kind, whether in CONTRACT, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to the CONTRACT, or its performance or breach, shall not exceed the CONTRACT price.

All potential claims against or potential liabilities of the SELLER must terminate upon expiration of the relevant warranty period.

In no event, whether as a result of breach of CONTRACT, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall SELLER or its subcontractors or suppliers be liable for loss of profit or revenues, cost of capital, cost of substitute components or any associated equipment, or any special, consequential, indirect, punitive or exemplary damages, or claims of BUYER's customers for any of the foregoing damages.

#### **ART. 12 – Insurance**

During the term of the CONTRACT, the SELLER shall maintain an insurance coverage on work-related injuries or disease of employees of SELLER in such form and amounts required by all applicable laws.

#### **ART. 13 – Intellectual property rights**

The BUYER acknowledges that SELLER is the sole and beneficial proprietor of all Intellectual Property Rights (including but not limited to patent rights, copyrights, trade secret rights, know-how, design mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) made available by SELLER to the BUYER or developed either by SELLER or BUYER during the execution of the CONTRACT.

The BUYER shall indemnify and hold harmless the SELLER of any recourse, legal action or claim brought against SELLER, about the use of patents used by the SELLER at the BUYER's request in the performance of work covered by the CONTRACT, and the related processes.

#### **ART. 14 – Assignment of the Contract**

The PARTIES agree that it is expressly forbidden to sell or transfer the CONTRACT nor any of the rights, interests or obligations arising out of the CONTRACT without the prior written consent of the other PARTY.

#### **ART. 15 - Processing of personal data**

BUYER and SELLER data subject to privacy protection given to the other PARTY in connection with the execution of the CONTRACT will be treated in accordance with GDPR n. 2016/679, solely to comply with obligations under the CONTRACT.

#### **ART. 16 – Non-Solicit agreement**

During the term of this Agreement and for two (2) years after termination of the CONTRACT, BUYER shall not, without prior written consent by SELLER, either directly or indirectly (on PARTY's own behalf or in the service or on behalf of others) solicit or attempt to solicit, divert or hire away any person employed by SELLER.

#### **ART. 17 – Arbitration clause**

All disputes arising out of or in connection with this CONTRACT shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce Mediation Rules by one or more arbitrators appointed in accordance with that Regulation. The seat or legal place of arbitration shall be Paris, France.

The alleged nullity or alleged non-existence of this Agreement shall not imply the lack of competence of the arbitrator if he considers that the arbitration agreement is valid. The Arbitral Tribunal shall remain competent, even in the event of non-existence or nullity of the contract in order to determine the respective rights of the parties and to adjudicate their claims and allegations.

**ART. 18 - Governing Law**

The offer, SELLER's quotation and the conditions annexed to such quotation, General Terms and Conditions and individual agreements reached by BUYER and SELLER are construed, governed and administered in accordance with the England and Wales law.

**In express acceptance of these General Terms and Conditions:**

**Date:**

**The BUYER**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(stamp)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_