

GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS, PARTS AND SERVICES

NOTICE: Sale by Seller of any Products, Parts and/or Services is expressly conditioned on the Buyer's consent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless specifically accepted to in writing by Seller's authorized representative. Any order for Parts, Products and/or Services, or any statement of intent to purchase Parts, Products and/or Services, or any direction to perform work followed by Seller's performance of work shall constitute assent to this General Terms and Conditions.

ART. 1 – Definitions

Unless otherwise defined in the Proposal or the Contract, the following terms shall have the following meanings throughout the Proposal or the Contract:

- a) **“Buyer”** means any individuals or entities, including but not limited to any corporation, association, partnership, company, or organization to which Seller is providing Products, Parts or Services under the Contract.
- b) **“Changes”** means any modification to the terms and conditions of the Contract (including changes in the scope of work of the Contract).
- c) **“Contract”** means either the contract the agreement signed by both Parties or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Parts, Products and/or Services, together with these Terms and Conditions and any other documents incorporated therein by reference, such as relevant addenda, the final quotation, the agreed scope(s) of work, any Seller's order acknowledgement, as well as any Changes.
- d) **“Contract Price”** means the aggregate amount stated in the Contract for of the Products and Parts price and the Services price, and any adjustments to the same.
- e) **“Parts”** means the spare parts, which Seller has identified in the Contract.
- f) **“Party”** means either the Seller and the Buyer and the expression **“Parties”** is construed accordingly.
- g) **“Products”** means all equipment, materials, supplies, products, and other goods (excluding Parts) supplied by Seller to Buyer under the Contract.
- h) **“Proposal”** means the formal offer together with the technical specification and any mutually agreed amendments or modifications thereto which may be offered by Seller to Buyer, to which these Terms and Conditions for Sale are attached.
- i) **“Seller”** means SSE S.p.A., a company incorporated and existing under the laws of Italy, with its registered office at Via del Lazzaretto n. 92 (59100) Prato, Italy, issuing the Proposal and signing the Contract, and its successors and permitted assigns.
- j) **“Services”** means all the services, including technical assistance, training, repairs, etc., to be provided by Seller under the Contract.
- k) **“VAT”** means Value Added tax.
- l) **“WHT”** means any withholding tax or retention tax.

ART. 2 – Order of precedence

If there is any discrepancy or conflict between the various documents comprising the Contract, the following order of precedence will apply:

- 1) The Proposal
- 2) The conditions contained in the annexes to the Proposal
- 3) These General Terms and Conditions and the related documentation

ART. 3 – Confirmation and acceptance of the Proposal

Buyer shall accept the Proposal by the date specified in the Proposal itself. Should an expiry date not be stated in the Proposal, it shall be considered to be thirty (30) calendar days from the date of issue of the Proposal itself. Once the deadline specified in the Proposal – or, in the absence thereof, the thirty (30) days from issue of the Proposal have expired – without the Proposal being accepted, the Proposal shall expire.

ART. 4 – Invoicing and payments

- 4.1 Except as otherwise provided in the Contract, payment shall be made by Buyer in Euro, upon presentation of the specified documents without any setoff whatsoever (including, without limitation, setoff under other contracts with Seller or its affiliates) and unless otherwise specified in the Contract, against one or more irrevocable, unconditional, sight letters of credit advised and confirmed by a primary international bank acceptable to Seller, which letter of credit shall (i) be established by Buyer, at Buyer's expense (including confirmation charges), (ii) be opened within 30 (thirty) days from the Contract signature and (iii) remain in effect until ninety (90) days after the latest payment date due under the Contract, (or final execution of Services). The opening of said letter of credit is a condition precedent to the commencement of contractual performance by Seller. The letter of credit shall provide for partial payments pro rata on partial deliveries and for the payment of any charges for storage, export shipment, price adjustments, cancellation or termination, and all other payments due from Buyer under the Contract against Seller's invoice and certification of the charges and grounds for such payment. Buyer will increase the amount(s) and/or extend the validity period(s) and make appropriate modifications to any letter of credit within thirty (30) days of Seller's notification that such is necessary to provide for payments to become due.
- 4.2 Unless otherwise specified in the Contract, the Contract Price does not include any tax, duty, fee, or charge, including but not limited to VAT, WHT and other sales, turnover, consumption or service taxes, or corporate income tax levied by any governmental authority. Therefore if any of such taxes are applied, they will be added to the Contract Price. Invoice will be issued as per Seller's Proposal. Unless otherwise specified in the Contract, payment shall be made within thirty (30) days net from the invoice issue date.
- 4.3 If Buyer's financial condition at any time does not justify continuation of the work to be performed by Seller on the terms of payment set forth above, Seller may require full or partial payment in advance or shall be entitled to terminate the Contract. If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws, Seller shall be entitled to

terminate the Contract. Buyer shall pay Seller its reasonable and proper termination charges in the event of such termination.

- 4.4 If Buyer fails to fulfill any condition of its payment obligations, Seller may suspend performance and delivery. Any cost incurred by Seller in accordance with such suspension (including storage, demobilization and re-mobilization costs) shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's no fulfillment of any portion of the payment terms, whether or not Seller suspends performance and such additional time as may be reasonably necessary in the circumstances.

ART. 5 –Risk of loss and title transfer

- 5.1 Title and risk of loss to Products and/or Parts shall pass to Buyer upon Seller's completion of its delivery obligations pursuant to the applicable Incoterms® 2010 set forth in Art. 6.
- 5.2 If Service includes the execution of paper work, title to such paper work shall pass to Buyer upon delivery of the paper work to the Buyer.
- 5.3 If any of the Products or Parts cannot be shipped to Buyer in accordance to the delivery terms agreed due to any cause not attributable to Seller, upon notice to Buyer, Seller may ship such Products or Parts to storage. If such Products or Parts are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (a) any amounts otherwise payable to Seller upon delivery or shipment shall be invoiced by Seller and payable upon presentation of certification as to cause for storage (letter of credit if any shall allow payments upon presentation of notice to storage instead of transport documents); (b) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be reimbursed by Buyer upon submission of Seller's invoices; and (c) when reasonably possible and upon payment of all amounts due hereunder, Seller shall resume delivery of the Products or Parts to the originally agreed point of delivery. Title and risk of loss shall pass when Products or Parts are delivered at the agreed point. In the event the storage period extends for longer than sixty (60) days, Seller shall have the right to resume Delivery of the Products/Parts in accordance with Art. 6 below.

ART. 6 – Delivery

- 6.1 Unless otherwise provided for in the Contract and in accordance with Incoterms 2010 for export shipments out of Seller's Country of incorporation, Seller shall deliver Products and/or Parts to Buyer FOB Port of Export 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. Except for those obligations consistent with Incoterms 2010 specifically stated above, Seller shall not be liable in any claim asserted by Buyer with respect to delivery.
- 6.2 The delivery date ("Delivery Date") for any item of Products and/or Parts is defined as the date on which such item of Products and/or Parts is delivered in accordance with this Article.
- 6.3 Partial deliveries will be permitted. If Parts or Products delivered do not correspond in quantity, type or price to those itemized in the invoice for the shipment, Buyer will so notify Seller within ten (10) days after receipt. 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

- 7.1 A Party shall not be liable or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) acts of God, acts (or omissions) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, delays in transportation, or car shortages; or (ii) acts (or omissions) of Buyer or Buyer's suppliers or agents, including failure to promptly: (a) provide Seller with information and approvals necessary to permit Seller to proceed with work immediately and without interruption, (b) comply with the terms of payment, or (c) provide Seller with such evidence as Seller may request that any export or import license or permit has been issued (if such is the responsibility of the Buyer), or (iii) shipment to storage under Article 5.3 or (iv) inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, necessary components or services.
- 7.2 The Party invoking the Force Majeure shall send the other Party a written notice describing the event that has arisen, within seven (7) days from its beginning, to be confirmed within fifteen (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 three (3) days the end of the Force Majeure event. The delivery or of performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Seller shall notify Buyer, as soon as practicable, of the revised delivery date. If Seller is delayed by acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall also be entitled to an equitable price adjustment.
- 7.3 If delay excused by this Article extends for more than ninety (90) days and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay, including an equitable price adjustment, then either Party (except where delay is caused by acts or omissions of a Party, in which event only the Party not committing the acts or omissions), upon thirty (30) days written notice, may terminate the Contract with respect to the unexecuted portion of the work, whereupon Buyer shall promptly pay Seller its termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices therefore
- 7.4 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

- 8.1 Each Party may, from time to time, propose Changes in the scope of work to be performed by Seller under this Contract. Seller is not obligated to proceed with the changed schedule or scope until both Parties agree to such change in writing. If mutually agreed, the changes will be documented in a written document signed by representatives of each party who have actual authority to legally bind Buyer or Seller, along with any equitable adjustments in the Contract Price or Delivery. In no event shall Seller be obligated to proceed with any change until the Parties have agreed upon its effect and signed a written change order document.
- 8.2 Buyer may make Changes and/or Changes to the ordered item or services only with the prior consent of Seller. In such a case Buyer shall, however, indemnify Seller of all costs and labor's expenses sustained in carrying out the Changes requested by Buyer.

ART. 9 – Inspection and factory tests

The Buyer or its representatives have the right to access, at their own expense, to the places where the Products are manufactured 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 Products and/or Services, upon a seven (7) days written notice. Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products, if such witnessing can be arranged without delaying the work. Such access shall be limited to areas directly concerned with Products ordered by Buyer and shall not include restricted areas where development work or work of a proprietary nature is being conducted.

ART. 10 – Warranty

- 10.1 Seller warrants to Buyer that (i) the Products and/or Parts shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Unless Seller expressly agrees otherwise in writing, any items not manufactured by Seller (including incidental materials and consumables used in the Services) shall carry only the warranty that the original manufacturers provide, and Seller gives no warranty on behalf of the manufacturers of such items.
- 10.2 Unless otherwise stated in the Proposal, the warranty period for each item of the Products or Parts shall be twelve (12) months from the date of delivery. Unless otherwise stated in the Contract, the warranty for Services and goods or parts of goods repaired or replaced during the warranty period shall terminate without any exception at the end of the original warranty period provided for the original Products, Parts or the original Service.
- 10.3 If a failure to meet any warranty set forth in the first Paragraph of this Article appears within the Warranty Period, Buyer shall promptly (but in no event later than 10 (ten) days from the discovery) notify Seller in writing and promptly make the component available for correction. Seller, at its expense, shall thereafter correct any warranty defect by, at its option, (i) re-performing the defective Services, (ii) repairing the defective Product, Parts or components or (iii) by making available necessary replacement Parts or components in accordance with original delivery term.

- 10.4 If a failure to meet any warranty set forth in the first Paragraph of this Article appears within the Warranty Period, Buyer shall promptly (but in no event later than 10 (ten) days from the discovery) notify Seller in writing and promptly make the component available for correction. Seller, at its expense, shall thereafter correct any warranty defect by, at its option, (i) re-performing the defective Services, (ii) repairing the defective Product, Parts or components or (iii) by making available necessary replacement Parts or components in accordance with original delivery term. If the defective Product or Service cannot be corrected in Seller premises, 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.
- 10.5 Seller does not warrant the Products, Parts or any repaired or replacement parts against normal wear and tear including that due to environment or operation, including excessive operation at peak capability, frequent starting, type of fuel, detrimental air inlet conditions or erosion, corrosion or material deposits from fluids or which has been involved in an accident. The warranties and remedies set forth herein are further conditioned upon (i) the proper storage, installation, operation, and maintenance of the Products, Parts and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Seller and/or its subcontractors, as applicable and (ii) repair or modification pursuant to Seller's instructions or approval.
- 10.6 The preceding paragraphs of this Article 10 set forth the exclusive remedies for all claims based on failure of or defect in the Products, Parts or Services provided under the Contract, whether the failure or defect arises before or during the Warranty Period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort/extracontractual liability(including negligence), strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

ART. 11 – Indemnity and Limitation of Liability

- 11.1 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 Products, Parts and/or Services, whether or not any act, omission, negligence or breach of duty by Seller caused or contributed to such bodily injury, death or disease.
- 11.2 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 Products, Parts and/or Services, whether or not any act, omission, negligence or breach of duty by Buyer caused or contributed to such bodily injury, death or disease.
- 11.3 The total liability of Seller, on all claims of any kind, whether in contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability, or otherwise, arising out of or relating to the performance or breach of the Contract or use of any Part, Product or Services, shall not exceed the Contract Price. All potential claims against or potential liabilities of Seller under this Contract shall terminate upon expiration of the relevant Warranty Period or any agreed extension thereof.

11.4 In no event, whether as a result of breach of contract, warranty, indemnity, tort/extra contractual liability (including negligence), strict liability, or otherwise, shall Seller or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the Product, Parts or any associated equipment, 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, 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

13.1 Buyer acknowledges that Seller is the sole and beneficial owner 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 Buyer or developed either by Seller or Buyer during the execution of the Contract.

13.2 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 – Termination

Either Party (the “Non-Defaulting Party”) may terminate this Contract if the other Party (the “Defaulting Party”) (i) becomes insolvent or (ii) the Defaulting Party commits a material breach of this Contract, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or if it is not possible to cure such breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

ART. 15 – Confidentiality

15.1 All information provided to either party (the “Receiving Party”) by the other (the “Disclosing Party”) in writing or other tangible medium marked “confidential” or “proprietary” (or orally, if reduced within ten (10) days thereafter to a writing which otherwise meets the aforesaid requirements) pursuant to this Agreement (or the Parties’ relationship prior thereto), shall be considered confidential and the Parties agree to hold in confidence and not use any confidential, proprietary or commercially sensitive material information, identified as such in writing, received from the other Party for a period of three (3) years as of the Effective Date except as may be necessary to perform the Scope of Work hereunder. The parties further agree to require their Subcontractors and consultants to enter into nondisclosure agreements on the same terms relative to such confidential information as may be communicated to them by a party.

15.2 The provisions of this Article shall not apply to information within any one of the following categories or any combination thereof: (a) information that was in the public domain prior to the Receiving Party's receipt thereof from the Disclosing Party or that subsequently becomes part of the public domain by publication or otherwise except by the Receiving Party's wrongful act; (b) information that the Receiving Party can show was lawfully in its possession prior to receipt thereof from the Disclosing Party through no breach of any confidentiality obligation, or (c) information received by the Receiving Party from a third party which to the best knowledge of Receiving Party has no obligation of secrecy with respect thereto.

ART. 16 – Assignment

The Parties agree that it is expressly forbidden to assign, novate, 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. 17 - 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. 18 – Non-Solicitation

During the term of this Contract 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. 19 – Dispute resolution

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

ART. 20 - Governing Law

This Contract shall be governed by and construed in accordance with the laws of England & Wales, without regard to its conflict or choice of laws rules (the "Governing Law").

ART. 21 - General Clauses

21.1 In case Products are to be exported outside the EU and an authorization is required for the export in accordance with any applicable laws, Buyer shall provide Seller, upon Seller's written notice, with any and all information requested by Seller. In case of Buyer's delay in providing the abovementioned information, Seller shall not have any liability or be considered in breach or default of any its obligations under the Contract.

21.2 Nothing in this Contract shall restrict Seller from subcontracting portions of its work, provided that Seller shall remain responsible to Buyer for performance of subcontracted scope.

21.3 This Contract represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either party unless agreed to in writing by the Parties' authorized representatives. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in this contract.

21.4 The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract.

21.5 Buyer shall notify Seller immediately upon any change in the ownership of more than fifty percent (50%) of Buyer's voting rights or in Buyer's controlling interest. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), or (c) put in place special controls regarding Seller's Confidential Information.

21.6 The following Articles shall survive termination or cancellation of the Contract: Article 4.2 (Taxes and Duties); Article 10 (Warranty), Article 13 (Intellectual property rights), Article 11 (Indemnity and Limitation of Liability), Article 19 (Dispute Resolution), Article 15 (Confidentiality), Article 14 (Termination), Article 21 (General Clauses).

21.7 This Contract may be executed in multiple counterparts that together shall constitute one agreement.

In express acceptance of these General Terms and Conditions:

Date:

The Buyer

(signature)

(stamp)

By: _____

Name: _____

Title: _____