

## **General Sales Terms and Conditions for Products and Services**

### **1. FOREWORD**

These General Conditions apply to products and services that Isoil Industria Spa (hereinafter, ISOIL) provides to any customer (natural or legal person, hereinafter the "Customer") and will be applied regardless of any other instruction indicated in the purchase order or any information provided by the customer. If any provision of these General Conditions were held to be invalid, the remaining provisions of these General Conditions shall not be affected in any way in their entirety. Any exceptions to these General Conditions must be confirmed in writing by ISOIL.

### **2. ASCERTAINING PRODUCT OR SERVICE CHARACTERISTICS**

The Customer declares to have ascertained that the products or services meet their own demands and to have received beforehand a full description of the characteristics and operation of each product or service.

### **3. ORDERS**

All orders must be received in writing and must be signed by the Customer. Making orders implies that the customer has checked and accepts these general sales terms and conditions. ISOIL reserves the right to either accept or reject the order at its own discretion and if accepted, it will forward an order confirmation or the respective purchase invoice.

### **4. DELIVERY**

It must be noted that delivery times are approximately only. Any delays will not result in the termination of the contract or entitle the customer to receive compensation for damages. Even by way of derogation from this section, if binding delivery times are agreed, they may not in any case be binding in case of a force majeure event. The ownership of the finished product and the respective risk of loss and damage are considered transferred from ISOIL to the Customer when the products are delivered to the carrier or shipping agent. Whenever ISOIL makes partial deliveries or delivery by lot, the provisions of this section will apply to each partial delivery or delivery by lot.

### **5. INABILITY TO PROVIDE SERVICES (FORCE MAJEURE) – RIGHT TO WITHDRAW**

If ISOIL is unable to temporarily or permanently fulfil its contractual obligations, in whole or in part, due to any reason not attributed to the latter or due to force majeure, the time to fulfil said obligations shall remain suspended until said impediment conditions are no longer applicable, notwithstanding ISOIL's right to withdraw from the contract for the unfulfilled part, at its own discretion. In this case, ISOIL shall not be held liable to compensate and the customer must pay for the part of the supply that was duly fulfilled.

### **6. OFFERS AND PRICES**

Unless agreed otherwise, the prices indicated in the offer shall be net of any taxes or fees, transportation expenses, packaging or insurance or any other expenses required to complete customs paperwork or importation documents. Prices are those indicated by ISOIL and shall remain in force for the period specified in the offer itself. The offer shall be valid for a period of thirty (30) days unless agreed in writing otherwise. Prices are subject to change in case of non-recurring or unforeseen events or in case of other circumstances that are not attributed to ISOIL.

If the Client fails to collect the quantity of products specified in the purchase order, ISOIL may change the prices applied based on the quantity of products that are actually delivered.

### **7. PAYMENT – AUTOMATIC TERMINATION OF CONTRACT - PENALTIES**

All invoices must be paid according to the terms and conditions agreed, regardless of any discrepancies encountered during the warranty period or any necessary inspections, installations or other services associated with the sold products. In case of delayed payment or non-payment on the due date, even of just one instalment, the customer will lose the benefit of the term envisaged in article 1186 of the Italian Civil Code and consequently, all the amounts due will become immediately payable, even those not yet due. In case of past due amounts, ISOIL will be entitled to suspend the supply and terminate contracts that are not fulfilled, notwithstanding the following:

- a) the customer's obligation to immediately pay for supplies that have been already processed;
- b) the customer's obligation to compensate for damages resulting from the interruption of the supplies. Said compensation shall be agreed conventionally as a penalty of 50% of the value of the supply that will not be delivered after the termination of the contract, unless ISOIL proves to have sustained a greater loss.

Any late payments will be charged with default interest without placing in default for the business transactions envisaged in article 5, paragraph 2 of Legislative Decree 231 of 9 October 2002.

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C.C.I.A.A. MI – Reg. Impr. 138699/2000  
REA MI 1618206

8. INTELLECTUAL PROPERTY

The sale of the product does not imply the granting of any intellectual property rights which shall remain to ISOIL or the respective manufacturer. The Customer acknowledges that rights on brands, business names, copyrights, patents or other intellectual property rights for the products are not transferred to the Customer, unless expressly agreed otherwise. The product may therefore be used solely for the purpose to which it was supplied to the customer based on its specific needs, excluding any disclosure in that respect.

9. DOCUMENTATION

All documents and specifications provided to the customer with respect to the product or service provided by ISOIL are indicative only and may not be considered part of the contract. Moreover, any drawings or technical documents provided by ISOIL before or after concluding the contract to be used by the Customer or for its information and any other information that may be provided by ISOIL to the Customer, including any technical specifications, may not be copied, reproduced or disclosed to third parties without the prior written consent of ISOIL.

10. WARRANTY

The product warranty covers 12 months as of the date of delivery to the customer. The warranty covering the proper operation of devices is provided in the sense that ISOIL undertakes to repair or replace any damaged parts due to manufacturing defects or defects in the materials during the warranty period, free of charge, in the shortest possible time and without entitling the customer to receive any compensation for any damages or for other expenses.

The warranty does not cover batteries of any sort that are used with the supplied products.

The customer shall pay transportation fees for any products that needs to be repaired at the company's lab. Sending products back must be authorised beforehand by ISOIL with one specific RMA number (product return authorisation) and must be accompanied by a complete description of the nature of the alleged defects. In any case, products that are sent back must be cleared by the customer beforehand. Any products that are tampered with or that are damaged by the customer will not be accepted and will be returned to the Customer at its own expense.

The warranty does not cover products or parts of products that: (a) are repaired outside ISOIL's lab or by labs that are not recognised or authorised by ISOIL; (b) are subject to accidents, improper use or negligence; (c) are stored or used improperly without abiding by the instructions of ISOIL; (d) in case any issues associated with the product are due to a conduct exhibited by the customer.

Any liability due to improper operation of the product or damages caused by product use in applications or according to methods that are not notified to ISOIL beforehand, is to be excluded.

Any inspections conducted by ISOIL' specialised personnel in relation to the above, shall be paid by ISOIL based on labour cost; however, accommodation, lodging and transportation expenses shall be reimbursed.

The warranty does not cover products that are not manufactured by ISOIL, as said warranty shall be provided by the manufacturer.

11. EXCLUSIONS AND LIMITS OF LIABILITY

Products sold by ISOIL must be used solely for the purposes specified by the respective original manufacturers. Any liability of ISOIL for damages caused by the products sold or the services rendered must be limited to direct damages and may not extend to indirect or consequential damages. Damages subject to compensation to the Client by ISOIL for any claim may not exceed the purchase price of the products or services subject to the claim, regardless of the nature, whether contractual or not, warranty related or other type of claim. ISOIL will not be liable for loss of data or damages to software programmes caused during the interventions conducted by its staff, regardless of whether the products are covered by a warranty or not.

12. RESALE AND EXPORTATION CONTROL

All products supplied by ISOIL are intended to be used exclusively in the country in which they are delivered, as agreed with the Customer. In case of resale or if the products are used for other purposes, this must take place pursuant to regulations on export controls (laws, orders, directives, decisions, administrative acts, etc) in force in the European Union.

It is the Customer's responsibility to get informed about regulations and adapt to them and, if necessary, take the necessary measures to obtain the required import, export or re-exportation licences.

13. PRIVACY INFORMATION STATEMENT

We guarantee utmost confidentiality of the personal data acquired, from the initial contact up until the post sales.

The personal data acquired and processed by our staff members are considered confidential and will not be disseminated for other purposes other than those strictly associated with managing the contract.

Our collaborators sign an internal confidentiality agreement.

With respect to the personal data that we process during the offer phase and during the contract management phase, we guarantee the full compliance with the requirements set out by the General Data Protection Regulation EU 2016/679. In this respect, we invite you to read the contents of the "Privacy Information Statement" for customers which can be downloaded from our website [www.isoil.it](http://www.isoil.it).

14. SUBCONTRACTING

ISOIL reserves the right to assign third parties the execution of any work or supply of products or services.

15. COMPLAINTS BY THIRD PARTIES

The contract or contracts where these General Conditions apply are effective only between the Customer and ISOIL. Third parties will not gain any right towards ISOIL and the latter will not be held liable in any way towards third parties. Moreover, the Customer shall indemnify and hold ISOIL harmless from any action, request or claim brought forth by third parties for out-of-contract liability or any other liability, directly or indirectly related to faults or defects in the products (or the use of the products) or services.

16. WAIVER

Failure by ISOIL, at any time, to enforce the fulfilment of these General Conditions towards the Customer shall not be considered as a waiver to validate a breach or acceptance of any changes to these General Conditions by ISOIL.

17. NOTICES

Any notice made pursuant to these General Conditions must be in writing and sent by registered letter with signed return receipt or through similar means to the registered office of ISOIL or the Customer.

18. TERMINATION

ISOIL may terminate any contract by informing the Customer in writing without prejudice to any claims or rights that ISOIL may have or exercise, if:

- (a) the Customer fails to comply with any term and condition of the contract or these General Conditions or those envisaged by law;
- (b) a bankruptcy petition is filed with respect to the Customer; the Customer is subject to compulsory winding-up or is declared bankrupted; a composition with creditors is proposed or a custodian or administrator is appointed for the assets of the Customer;
- (c) an enforcement procedure is placed against the Customer.

19. JURISDICTION AND RELEVANT COURT

The exclusive competent court to resolve any dispute regarding this contract or its execution shall be the court of Milan. This clause shall not change regardless of the place of conclusion of the order, the place of delivery or payment that may be possibly different or the payment terms by cash order, bills of exchange or any other form of paper-based or electronic payment.