

## GENERAL SALES CONDITIONS OF COMBUSTION AND ENERGY SRL

### Definitions

In this document, the following terms are to be understood in the following sense, irrespective of the grammatical form (masculine or feminine, singular or plural) used:

“**C.E.**” means the company Combustion and Energy SRL having its registered office in Valmadrera (Lecco), Via Sabatelli, no. 38, VAT no. 10124480962;

“**Customer**” the person who receives from C.E. an Offer or transmits to C.E. an Order concerning a Product;

“**General Sales Conditions**” means the terms and conditions set out below, which are intended to regulate, without prejudice to specific derogations, any contractual agreement between C.E. and its Customers for the supply of Products;

“**Order Confirmation**” means the written document transmitted to the Customer by C.E. confirming the offer accepted by the Customer and the technical characteristics of the Product requested and summarising the contractual conditions;

“**Delivery**” has the meaning given in Section 6.1;

“**Supply Agreement**” means the binding agreement established between the Parties following the sending of the Order Confirmation concerning the supply of the Products and governed by the General Sales Conditions and by any further individual provisions contained in the Order Confirmation;

“**Information Documents**” means all information materials relating to the Products such as, by way of example but not limited to, descriptions, catalogues, price lists, promotional material, information and/or operating instructions provided and/or made available by C.E. in printed and/or electronic form and/or on the web;

“**Supply**” means the subject matter of a Supply Agreement;

“**Offer**” means the written document sent by C.E. containing the commercial proposal aimed at meeting the Customer's needs;

“**Order**” means the written document sent by the Customer, either independently or in response to the Offer received by C.E. SRL, by which the Customer declares to C.E. that it wishes to purchase the Products;

“**Parties**” means the Customer and C.E.;

“**Product**” means any commodity (even if it is a component of a more complex system) and/or service that is the subject (in whatever capacity) of a Supply Agreement.

The General Sales Conditions may be unilaterally amended, supplemented or varied by C.E. without prior notice, it being understood that the updated version is made known and available on C.E.'s website at [www.ce2k.com](http://www.ce2k.com) e [www.luxsolar.com](http://www.luxsolar.com). During the performance of the Supply Agreement, the Customer may not object to or subject to reservations facts, circumstances and/or conditions that depend directly or indirectly on his lack of knowledge of the provisions of the General Sales Conditions.

## **Art. 1 Premises**

**1.1** The General Sales Conditions form an integral part of the Supply Agreements concluded between the Parties and are therefore automatically deemed accepted by the Customer upon placing the Order and apply to all supplies of Products without the need for an express reference to them or a specific agreement to that effect upon conclusion of each individual Supply Agreement.

**1.2** Any special conditions and derogations or amendments to the General Sales Conditions shall only be valid if contained in the Order Confirmation or if specifically confirmed in writing by C.E.. In the event of any discrepancy between the clauses in the General Sales Conditions and the Order Confirmation, the latter shall prevail.

**1.3** Any Offer made by C.E. shall remain valid exclusively for the period indicated therein and, once this period has expired, shall cease without the need for revocation. In the absence of any express indication to the contrary, the Offer shall be considered valid for 30 (thirty) days from the date of issue.

**1.4** Any written and/or verbal commitments of agents, distributors, intermediaries and/or external collaborators of C.E. and/or any different negotiation clauses, including the Customer's general sales conditions in any way made available to C.E., shall not bind C.E. unless expressly confirmed by means of a document duly approved and signed by C.E., it being understood that any additions or changes made to the Order may be accepted or rejected by C.E. without prejudice to the original Order. It is nevertheless understood between the Parties that any derogations and/or general conditions of purchase formulated by the Customer, if confirmed in writing by C.E., shall be interpreted and applied in a restrictive manner and that the present General Sales Conditions shall continue to be in full force and effect with reference to everything not expressly derogated and/or not contemplated in said derogations and/or general sales conditions.

**1.5** Offers, Orders and Order Confirmations may be exchanged between the Parties by resorting to any means and technical solutions available, whether paper and/or computerised. In particular, e-mail communications, even if not using digital signature systems or equivalent, shall be considered equally valid and suitable to bind the Parties because they are an expression of their negotiating will in the same way as any written document.

**1.6** Any cancellation or modification of the Order by the Customer shall have no effect unless authorised in advance, or subsequently accepted, in writing by C.E.. In the event of termination of the supply of Products to be manufactured to the Customer's specifications, the Customer undertakes to purchase all the Products expressly supplied by C.E. to ensure the fulfilment of individual Customer Orders or to meet continuous supply obligations that may have been agreed with the Customer.

## **Art. 2 Nature of Orders and Conclusion of the Supply Contract**

**2.1** Orders sent by the Customer, whether or not preceded by the sending of an Offer by C.E., shall be valid as an irrevocable purchase proposal for the person placing them and, therefore, shall not bind C.E. until the transmission of the Order Confirmation pursuant to Article 2.2.

**2.2** The Supply Agreement shall be deemed concluded on the date of receipt by the Customer of the Order Confirmation transmitted by C.E. It being understood and agreed as of now between the Parties that, where provided for in the Order Confirmation, the conclusion of the Supply Agreement may be subject to receipt of the down payment and/or payment made to C.E., without prejudice to the unquestionable right of C.E. not to accept the Orders received from the Customer for any reason whatsoever.

**2.3** The Customer is obliged to provide correct and complete data and to check the Order Confirmation for correspondence with the data recorded by C6E. Any discrepancies shall be reported immediately by the Customer.

### **Art. 3 Subject of the Supply Agreement**

**3.1** The Supply Agreement exclusively includes what is indicated in the Order Confirmation. The characteristics and data, including the prices of the Products, resulting from the Information Documents are to be considered purely indicative and not binding for C.E., which, therefore, reserves the right, at any time and without any prior notice, to make any changes it deems necessary and/or even simply opportune at its sole discretion.

**3.2** The Customer shall inquire in advance as to the validity of the Information Documents and, in particular, the prices of the Products, and clearly indicate the Products that are the subject of the Order: the code number and description of the Products listed in said Information Documents may be used for this purpose.

### **Art. 4 Prices and Methods of Payment**

**4.1** Payments shall be made by bank transfer in advance or according to any other payment method indicated in the Order Confirmation, without any deduction for offsets or claims.

**4.2** The prices indicated in the Information Documents are in Euro (or in another agreed form), exclusive of VAT, transport and insurance costs and any additional charges in any way connected with the Supply, where due.

**4.3** Costs and charges that are in any way connected with the collection of the sums shall be borne by the Customer. In all cases, payment shall be deemed to have been received only after the actual collection of the sums by C.E., which shall not assume any liability in respect of the (total or even partial) non-receipt of any securities sent by the Customer.

**4.4** If C.E. becomes aware of a significant worsening of the Customer's financial conditions, it shall be entitled, at its own discretion, to suspend the commercial credit line that it may have granted and/or to declare it forfeited from the benefit of the term and/or other conditions of the Supply that may have been granted and to recover immediately the existing credits, even if they are not liquid and collectable.

**4.5** Without prejudice to any other action, exceeding the commercial credit line that may have been granted, non-payment within the agreed terms, partial payment and/or late payment shall entitle C.E, at its own discretion, to suspend the Supply in question and also the Supplies relating to any other Order that have not yet been fulfilled, and shall entitle C.E. to take immediate action to recover existing credits, even if they are not liquid and collectable, and this at any time, without any obligation of prior notice and/or formalities and shall also determine the automatic accrual of interest on arrears to the extent provided for by Legislative Decree no. 231/2002, without the Customer being able to make claims for compensation, indemnity or other.

**4.6** C.E. reserves the right not to process orders of less than Euro 300.00 (three hundred), net of VAT.

### **Art. 5 Express Termination Clause**

**5.1** Without prejudice to further actions to claim for damages, failure to comply with the payment terms, as well as delay by the Customer in collecting and/or receiving the Products that should continue for more than 30 (thirty) days (in case of down payment and advance payments) from the date of Delivery shall entitle C.E, at its own discretion, to terminate the Supply Agreement pursuant to Article 1456 of the Italian Civil Code by means of appropriate written notice, without prejudice in any case to C.E.'s right to retain what it has received from Customer as compensation for the damage suffered and for Customer's use of the Product and to suspend any processing of Orders or residual Orders in progress.

### **Art 6. Delivery Terms and Risks**

**6.1** Delivery shall be deemed to have been made at the time of the departure of the Product from C.E.'s facilities or notice to Customer of the availability of the Product for pickup, if so agreed. In the event of Customer's failure to collect the Product in a timely manner, Customer will be charged for storage and maintenance of the Product from the day of Delivery until the day of collection, it being understood that after 30 days from Delivery without Customer's action to collect the Product, C.E. shall have no further charge for either storage or maintenance of the Product.

**6.2** The delivery terms, which vary in consideration of the specific Supply and of any requests made by the Customer, must always be considered indicative and not binding for C.E., even if indicated in the Order Confirmation and in no case may the Customer refuse to collect the Product. In the event that down payments on the price or the delivery, by the Customer, of documents, information of a design nature and/or any other detail necessary for the Supply, the delivery term shall begin to run from their full receipt by C.E..

**6.3** Unless otherwise agreed upon in the Order Confirmation, all transportation, insurance and other charges related to the Supply, including those for storage at the carrier's premises, shall be at Customer's care and expense with risks borne by Customer, even when the shipment, or part of it, is by C.E. and whatever the return terms agreed upon by the Parties.

**6.4** Unless otherwise agreed, C.E. also reserves the right to proceed by partial deliveries.

**6.5** The risk is transferred to the Customer at the time of Delivery. In the event of non-delivery or delayed delivery as a result of events beyond the control of C.E. and/or which are directly attributable to the Customer, the risk will be transferred to the Customer from the day of delivery indicated in the Order Confirmation.

#### **Art. 7 Retention of Title**

**7.1** Notwithstanding and without prejudice to the provisions of Section 6.5 above, in the event of payment of the price deferred over time, C.E. retains title to the Products delivered until receipt of the full price and any other sums due.

**7.2** Without prejudice to any other action, in the event of failure by the Customer to meet even a single payment deadline, C.E. shall have the right to re-enter, upon simple request and without delay by the Customer, in possession of the Products, retaining the right to proceed to obtain full payment of the price. The Customer must, therefore, refrain from engaging in any act or conduct inconsistent with the exercise of the right due to C.E. and is obliged to guard the Products diligently and in good faith and to promptly inform C.E. of any act of disposition or intrusion by third parties that may adversely affect C.E.'s subsequent exercise of its rights.

#### **Art. 8 Apparent Defects**

**8.1** Upon receipt of the Products, the Customer is responsible for immediately checking the condition and conformity of the Products and their packaging.

**8.2** All claims relating to the conformity of the Products with respect to what is indicated in the Order Confirmation in relation to their quantity, characteristics and/or outward appearance (defects of the Product visible at the time of delivery) must, under penalty of forfeiture, be made in writing to the carrier, the warehouseman and/or the person in charge of Delivery upon receipt and immediately notified to C.E. by certified email and/or registered letter with return receipt providing the exact details of the nature and extent of the defect. Apparent defects not immediately discoverable at the time of Delivery must, under penalty of forfeiture, be notified to C.E. no later than 7 (seven) days after receipt by certified email and/or registered letter with return receipt.

#### **Article 9 Product Characteristics, Non-Apparent Defects and Warranty**

**9.1** The Customer expressly declares to be familiar with the technical and performance characteristics of the Product set forth in the Information Documents and to have assessed their actual correspondence to the Customer's needs.

**9.2** C.E. warrants, for a period of 12 (twelve) months commencing from Delivery, that the Products are free from non-immediately apparent defects arising from defects attributable to it. Therefore, C.E. does not recognize defects and faults derived from improper use of the Products, transport, inadequate storage and maintenance, incorrect installation, force majeure, Customer's fault or negligence.

**9.3** Any claims must, under penalty of forfeiture, be notified to C.E. by PEC and/or registered letter with return receipt, within seven (7) days from the date of discovery of the defect and in any event not later than twelve (12) months from Delivery.

**9.4** Should C.E.'s liability be ascertained, it shall not exceed the price of the Products for which a dispute has arisen, excluding, however, further compensation and/or indemnity for any title and/or reason whatsoever.

**9.5** The warranty will not be effective if the payment terms agreed with the Customer are not met.

## **Article 10 Returns, Repairs and Replacements**

**10.1** In the event of a claim made pursuant to paragraphs 8 and 9 above, C.E. will check the claim and issue, if it deems it appropriate, a corrective action which may consist, at C.E.'s discretion in the replacement or repair of the Products; in any case (and, therefore, both in the case of apparent defects pursuant to point 8.2 above and in the case of non-immediately apparent defects pursuant to point 9.1 above) the return of the Products by the Customer - which must be done at the Customer's expense - (DDP) requires the written consent of C. E. it being understood as of now that, in the absence of an agreement to this effect, C.E. may refuse to receive the returned Products and in the event that, at its own discretion, it nevertheless agrees to receive them, the returned Products will be kept at Customer's disposal at its risk with transportation, storage and maintenance costs also at its expense.

**10.2** In any event, shipment of the repaired or replaced Product shall be made at Customer's expense and said Product shall be subject to the same warranty for a period of six (6) months from the date of repair or replacement.

**10.3** No damages may be claimed from C.E. for any delays in making repairs or replacements. In the event that the Customer has notified the defects within the prescribed time limits but, upon verification, no basis in the claims made emerges, C.E. shall be entitled to compensation for expenses resulting from the notification of defects.

**10.4** Any complaints or disputes do not entitle the Customer to suspend or otherwise delay payments for the disputed Products or other Supplies.

## **Art.11 Confidentiality, Intellectual and Industrial Property**

**11.1** The Customer shall treat confidentially and shall not disclose to third parties any confidential information, (in particular, those of a commercial and technical nature) which are not in the public domain and of which it becomes aware in the performance of the Supply Contract, and shall use them exclusively in the context of the business relationship with C.E..

**11.2** The Information Documents, trademarks, patents, models, drawings, calculations, written texts, voice recordings, videos and any other representation - whether on paper, digital or in any other format - of data relating to the Products or which are in any case relating to the Products and/or C.E. constitute the subject matter of C.E.'s intellectual and industrial property and their use by the Customer for advertising purposes or to give references is subject to C.E.'s prior written consent.

**11.3** The Customer may not under any circumstances, without the prior written authorization of C.E., delete or remove any indications relating to patents, trademarks, trade names or designations of origin affixed by C.E. to the Products.

## **Article 12 Applicable Law and Jurisdiction**

**12.1** These General Sales Conditions, as well as any contract of sale between C.E. and the Customer, shall be governed by Italian law with the exclusion of the application of the Vienna Convention.

**12.2** All disputes arising from these General Sales Conditions and/or Orders placed under them shall be deferred to the exclusive jurisdiction of the Court of Lecco.

## **Art. 13 Miscellaneous**

**13.1** The Customer shall not assign any rights under these General Sales Conditions without the prior written consent of C.E..

**13.2** Should one or more of the provisions of these General Sales Conditions prove null and void or otherwise unenforceable, invalid, or ineffective, each different provision and clause shall retain full force and effect, and the Parties shall in good faith determine replacement clauses for the null, invalid, or ineffective ones, having the most similar content to the superseded ones, in order to safeguard the general economy of these General Sales Conditions.

**13.3** Any forbearance by C.E. of conduct engaged in in violation of the provisions contained in these General Sales Conditions shall not constitute a waiver by C.E. of its rights under the violated provisions nor of its right to require exact performance of all terms and conditions herein.