

# Aidro SRL

## General conditions of sale and warranty

**1. OFFER, CONFIRMATION, CONTRACT:** These general terms and conditions of AIDRO srl (the "General Conditions") apply to all contractual relations between AIDRO srl (hereinafter "AIDRO") and third parties (hereinafter the "Purchaser") and form an integral part of all the quotations and offers made by AIDRO, of all the acceptances, acknowledgments and confirmations of AIDRO to the Purchaser's orders and govern all the contracts ("Contracts" "or" "Contract") relating to the supply by AIDRO and the purchase by the Purchaser of goods and services ("Products"), unless and to the extent that AIDRO explicitly, in writing, has agreed otherwise or the contractual parties have defined a framework contract subcontracting.

All the terms and conditions established in one or more documents issued by the Purchaser both before and after the issue of any document by AIDRO that refers to these General Conditions are expressly rejected and not accepted by AIDRO, and these terms and conditions will in no way apply to any sale made by AIDRO to the Buyer and will in no way be binding on AIDRO unless expressly established in writing.

AIDRO offers are valid only for the period of time established by AIDRO in the offer and if the period is not specified, up to thirty days from the date of the offer and, however, all offers are revocable by AIDRO at any time before upon receipt by AIDRO of the acceptance of the Buyer.

### **2. PRICES:**

The Prices in each offer, confirmation or Contract are expressed in Euros where not otherwise specified or requested by the customer, with EXW delivery (according to the INCOTERMS in the latest version) at the AIDRO headquarters or other production site, or other site indicated by AIDRO, unless otherwise agreed in writing between the Buyer and AIDRO and do not include taxes, fees or similar taxes, in force now or later and applicable to the Products, or any other cost item.

AIDRO will add taxes, duties and similar taxes to the sale price when it is required to pay them or legitimated to collect them according to the law and will be paid by the Buyer together with the price.

### **3. PAYMENT:**

(a) Unless otherwise agreed in writing between the Buyer and AIDRO, AIDRO will issue invoices to the Buyer on the basis of the price of the Products, upon delivery of the Products in accordance with the applicable INCOTERMS. Payment will be due in advance, unless otherwise agreed in writing between the Buyer and AIDRO.

All payments will be made to the address indicated by AIDRO. If deliveries are distributed, invoices will be issued separately and payments will be made when due. No discount will be made in case of advance payment, unless otherwise agreed in writing between the Buyer and AIDRO.

In addition to the rights and remedies that AIDRO can activate under the law, interest on late payments will accrue and will be applied as required by art. 5 of Legislative Decree 231/2002, at the official ECB rate, increased by 7 points, to the extent permitted by law, from the due date of the credit until the payment of the total has been made.

(b) All deliveries of Products accepted by AIDRO will be subject to the approval of the Commercial Office of AIDRO. If, at any time, in the opinion of AIDRO, the financial conditions of the Buyer do not justify the production or delivery of the Products in the above payment terms, AIDRO may request partial or total advance payments or the application of other terms, as a condition for delivery and may suspend, delay or cancel any assignment, delivery or other service by AIDRO.

(c) In the event of a breach by the Purchaser in the payment of fees or other rights due and in the event of any other breach, AIDRO will have the right to refuse to perform other services and / or delivery of Products until the payments have been made and may suspend, delay or cancel any assignment, delivery or other service. This right will accumulate and will not replace the rights and remedies available to AIDRO based on the Contract or the law.

#### 4. DELIVERY AND QUANTITY:

(a) The Products will be delivered EXW (INCOTERMS latest version) as indicated by AIDRO, unless otherwise indicated written agreement. The delivery dates communicated or accepted by AIDRO are purely approximate and AIDRO will not respond, nor will it be responsible for the failure to fulfill its obligations towards the Purchaser, for deliveries that take place on dates before or after the communicated date, if reasonable. AIDRO undertakes to make all commercially reasonable efforts to comply with the communicated or accepted delivery date, provided that the Purchaser provides all the information relating to the order and delivery with the necessary notice, with respect to the expected delivery date.

(b) The risk for the loss of the Products will pass to the Buyer upon delivery by AIDRO in accordance with the applicable INCOTERMS.

(c) If the Purchaser will not be able to receive the delivery of the Products ordered, AIDRO will have the right to entrust the Products on deposit at the Purchaser's expense.

#### 5. FORCE MAJEURE: AIDRO will not be liable for breaches or delays in execution if:

(i) said default or delay derives from interruption in the production process of the Products, or (ii) said default or delay derives from causes of Force Majeure as specified below and / or according to the law.

In the event of impossibility to fulfill in the cases mentioned above, the execution of the Contract will be suspended for the duration of the cause of impossibility to fulfill, without AIDRO being liable or held liable for the damage resulting from the Buyer.

The expression "Force majeure" means and includes all those circumstances and events that are beyond the reasonable control of AIDRO - foreseeable or unpredictable at the time of the conclusion of the Contract - following which AIDRO cannot reasonably be required to perform the own obligations, including causes of force majeure and / or fault of any of AIDRO's suppliers. In the event that the Force Majeure event lasts for a period of three consecutive months (or if it is reasonable to expect a delay by AIDRO of three consecutive months), AIDRO will have the right to resolve in whole or in part the Contract, without AIDRO being liable or liable for the damage resulting from it to the Buyer.

#### 6. WARRANTY LIMITS:

(a) AIDRO warrants that, in the case of normal use and in compliance with the instructions for use of the Products, (excluding i

software that is not included or delivered with the goods from AIDRO or software that is subject to third party copyright) for a period of 12 (twelve) months from delivery to the Buyer (or for the different period agreed in writing between the parts, or as communicated in writing by AIDRO at the time of sale), the Products will be free from material and production defects and which will comply with the AIDRO specifications declared for that Product, or with the different specifications that AIDRO has accepted in writing, if applicable. The costs for the Buyer of the work for the (s) assembly, and / or (dis) installation of the Products recognized as defective are intended as included in the restoration activities referred to below. The reporting of any defects must be made within 8 days of discovery (pursuant to art. 1495, I co. Cod.civ.). The only obligation of AIDRO and the only right of the Buyer with regard to warranty claims, will be limited, at AIDRO's choice, to (1) repair or (2) replacement of the defective or non-compliant product or (3) to reimbursement of the purchase price. AIDRO will have a reasonable time to repair, replace or refund. AIDRO will have the right, at its option, to replace the defective or non-compliant Product with another Product even if it has minimal differences in the design and / or specifications that do not impact on the functionality of the agreed Product. Defective or non-compliant Products will return to AIDRO's property as soon as they are replaced or refunded.

(b) The Buyer will ship the Products returned under the warranty to the site indicated by AIDRO in accordance with the AIDRO policy on the authorization to return materials, in force at that time. In the event that the returned Products are found to be non-defective or compliant, the Buyer will pay the costs for the return and those related to the insurance, for the checks and for the management.

(c) Notwithstanding the foregoing, AIDRO will not be held on the basis of the warranty if the alleged defects or non-conformities occurred due to resistance or environmental tests, misuse, use other than that indicated in the applicable manual, negligence, installation improper or accidents or if they derive from inadequate repair, alteration, modification, storage or transport or from improper handling.

(d) Without prejudice to the applicable mandatory rules, the express guarantee assured above will apply directly only to the Purchaser and not to the Clients, agents or representatives of the Purchaser and takes place for all other guarantees, expressed or implied, including the relative guarantees the suitability of the product for a particular use, its marketability, the fact that it does not violate intellectual property rights., All other guarantees will not apply.

(e) Without prejudice to the limitations referred to in Article 9 of the General Conditions, the above represents the overall responsibility of AIDRO and its affiliates in connection with the defectiveness and non-compliance of the Products supplied under the Contract.

## 7. LIMITATION OF LIABILITY:

(a) EXCEPT THAT IN THE EVENT OF ITS INTENSE OR SERIOUS FAULT, HYDRO SHALL NOT BE LIABLE FOR THE PURCHASER IN ADDITION TO THE PERFORMANCE OF THE CORRECTIVE ACTIONS PROVIDED IN THIS AGREEMENT FOR DEFECTS OF CONFORMITY WHICH WERE RECOGNIZED, SUBSTITUTIONS OF SUBSTITUTIONS, REPLACEMENT OF SUBSTITUTIONS, , ETC.) FOR LOSS OF PROFIT, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF START-UP, DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES THAT ARISE OR ARE IN CONNECTION WITH THE CONTRACT OR THE SALE OF PRODUCTS OR SERVICES BY HYDRO OR FROM THEIR USE, OF A CONTRACTUAL OR EXTRA-CONTRACTUAL NATURE OR ARISING FROM ANY OTHER SOURCE - EVEN IF AIDRO IS WARNED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Any claim by the Buyer for damages must be reported within 90 days from the date of the event which has given rise to the complaint and any legal action related to said complaint must be started within one year from the date of the complaint. Failing that, the action will be null or void.

(c) The limitations and exclusions in this Art. 9 apply to the extent that they are permitted by law.

**8. CONFIDENTIALITY:** The Purchaser acknowledges that all technical, commercial and financial data communicated to the Purchaser by AIDRO and / or its affiliates are confidential. The Purchaser will not communicate said confidential information to third parties and will not use said confidential information for purposes other than those agreed between the parties and in accordance with the purchase operations provided for in the Contract.

**9. ASSIGNMENT AND COMPENSATION:** The Purchaser will not assign rights or obligations deriving from the Contract, without the prior written consent of AIDRO. The Buyer will not have the right to withhold or reduce payments or to compensate current or future claims with payments due for the Products sold on the basis of the Contract or on the basis of any other contract that the Buyer may have entered into with AIDRO or its affiliates and agree to pay the expected amounts, despite any complaints or claims to compensate that are asserted by the Buyer or on his behalf.

**10. ANTI-CORRUPTION. CODE OF ETHICS:** The buyer is aware of the fact that AIDRO has approved an ethical code, published and available on the AIDRO website, and undertakes to respect its provisions when it has contractual relations with AIDRO. The Purchaser agrees that now and in the future in contracting with AIDRO he will respect the national rules on the prevention of corruption, as well as any other norm deriving from the ratification of the OECD Convention against the Corruption of Foreign Public Officials in International Economic Operations. In general, it is illegal to bribe or pay bribes to a public official for the purpose of obtaining or maintaining a business direct the business towards a person or to secure improper advantages.

Failure by the Purchaser to comply with any of the provisions of this article will be a reason for immediate termination of any Contract by AIDRO (or its subsidiaries), without involving any liability on the part of AIDRO towards the Purchaser. In the event of such termination, (i) AIDRO will have no obligation to provide Products to the Buyer, (ii) the Buyer will be liable and will hold AIDRO harmless for any damage, claim, penalty or any other loss (including legal fees) which may be brought against or suffered by AIDRO as a result of the Purchaser's failure to comply with this article and (iii) AIDRO will be entitled to any other remedy available under the law. The Terms and Conditions of this article will survive any form of expiration or termination of this Agreement.

AIDRO will carry out economic activities only with companies that respect the law and adhere to ethical standards and principles. In the event that AIDRO receives contrary information, AIDRO will inform the Purchaser and the Purchaser accepts right now to cooperate and provide any information that may be necessary to allow AIDRO to decide whether the accusations received are founded and if the Contract should continue. This information includes, without limitation, books, registers, documents or other files.

**11. APPLICABLE LAW AND JURISDICTION:** All offers, confirmations and contracts are regulated in accordance with Italian laws. The Buyer and AIDRO will attempt to settle all disputes that arise due to or in connection with the Contract through negotiations in good faith and with a spirit of mutual cooperation. All disputes that cannot be resolved amicably will be subject to the non-exclusive competence of the competent judicial authorities of the court of Varese, Italy, and, however, AIDRO will always have the right to institute actions or proceedings against the Buyer before the competent courts. .

The international convention governing the international sale of movable property does not apply to any offer, confirmation or contract. Nothing in this Article 14 can be interpreted as a limitation to the right of AIDRO or of the Buyer according to the law to resort to special remedies or to act in recourse against the other party.

**12. DEFAULT AND TERMINATION:** Without prejudice to any right or remedy that AIDRO may have under the Contract or to the law and without prejudice to compensation for damage, without determining AIDRO's liability of any kind, AIDRO will have the right to terminate the Contract or part of it with immediate effects pursuant to and for the purposes of article 1456 of the civ., upon written communication to the Purchaser, and in the case:

(a) The Purchaser violates or does not fulfill any of the obligations of the Contract and in particular:

- i) your payment obligations, as in Article 3;
- ii) obligations relating to software, documentation and intellectual property rights as per article 6;
- iii) obligations regarding confidentiality as per article 10;

(b) proceedings are brought against the Purchaser due to insolvency, bankruptcy, restructuring, liquidation or cessation, or if, voluntarily or involuntarily, a trustee is appointed or an arrangement or assignments is proposed against creditors, or

(c) the control or ownership of the Buyer's company exchange. Upon the occurrence of one of the events mentioned above, all payments that must be made by the Buyer under the Contract will become due.

In the event of termination or termination of the Contract, the general conditions intended to have further effects will continue to be effective.

**13. INFORMATION ON THE PROCESSING OF PERSONAL DATA PROVIDED BY THE PURCHASER:**

In the execution of this Contract AIDRO undertakes to process personal data as defined and in compliance with Legislative Decree 30 June 2003, n. 196 (Code regarding the protection of personal data). In accordance with article 13 of Legislative Decree 196/2003, AIDRO herein informs that the personal data provided by the Purchaser are collected and processed in order to satisfy purchase orders, to manage shipments and invoices, and to respect all contractual obligations; to manage the relationship with the Purchaser from an administrative, tax, accounting point of view in compliance with the law in force; to assess its solvency, manage the dispute (including credit recovery); to perform after sales services; to evaluate customer satisfaction and to carry out marketing and promotional activities directed to customers. The Purchaser's personal data will be processed manually and / or through automated systems that guarantee security and confidentiality, according to logic strictly connected to the purposes indicated above.

The communication of personal data by the Buyer (such as name, address, VAT number) is mandatory to comply with legal obligations, and is also necessary because it is connected and instrumental to the management of the contractual relationship. Therefore, the refusal to provide personal data will make it impossible to execute the Contract.

With reference to the objectives indicated above, the data collected could be communicated to the relevant Authorities as required by law, to the companies of the AIDRO group, to banks or financial institutions, to consultants, to contractors, shippers and service companies, only in the case in which the communication of data is necessary or functional to the execution of the assignment entrusted to them. By sending the order, the Buyer accepts that the data provided by the Buyer can be transmitted abroad, even outside the European Union, only to associated companies, for purposes related to the management of the contractual relationship with the 'Buyer, in compliance with the requirements established by the law on the protection of personal data in force. The Purchaser's data will not be disclosed. The data will be communicated to the personnel or to third parties expressly indicated by AIDRO as Data Processors and to the natural persons in charge of data processing.

The Purchaser has the right to exercise all the rights provided for in Article 7 of Legislative Decree 196/2003, such as the right of access, request for updates, rectification or integration, cancellation of personal data, and the right to oppose the processing of data for legitimate reasons by writing at:

aidro@aidro.it