

General contractual conditions of TechnoAlpin SpA, with head office located in 39100 Bolzano – Italy (hereinafter: TechnoAlpin)

PREAMBLE

These general contractual conditions are applied when no other individual written contract is stipulated between the parties. Written individual contracts between the parties shall prevail over these general contractual conditions. Otherwise the following conditions shall apply:

1. GENERAL PROVISIONS

The business services of TechnoAlpin shall be provided solely on the basis of our offers and the following terms and conditions. Any business terms and conditions set out by the Customer shall not be acknowledged. These shall not be binding on TechnoAlpin even if not explicitly rejected by TechnoAlpin. Even the sending of a confirmation of order without any express declaration of rejection or non-acceptance of the business terms and conditions set out by the Customer shall not be considered an acknowledgment of the same. Only an explicit, written acceptance of the terms and conditions of the Customer by TechnoAlpin shall result in the inclusion of these in the legal transaction. In all other cases, the contractual terms and conditions of TechnoAlpin shall be deemed to have been accepted on conclusion of contract at the latest. TechnoAlpin shall not be bound by any conventions and practices which are contrary to these GTCs.

2. STIPULATION OF THE CONTRACT

A contract shall be considered concluded when a TechnoAlpin offer, in every part of the same, has been fully accepted in writing and when TechnoAlpin has received knowledge of such acceptance. Acceptance not conforming to the offer represents a counter proposal. The forwarding of pricelists or advertising material of any kind does not represent an offer. Drawings, images, indications of models and technical data shall become binding only after the conclusion of the contract and shall in any case remain the property of TechnoAlpin and cannot be used in any way without this latter's written authorisation. Orders transmitted by sales agents must not be considered as accepted until expressly confirmed in writing by TechnoAlpin. Unless otherwise agreed in writing, TechnoAlpin offers shall remain valid for a maximum of 10 (ten) days.

3. OBJECT OF AGREEMENT

The contract concerns only the products and/or services included in the TechnoAlpin offer. In particular and unless otherwise agreed in writing, the following works are excluded: excavation and earth moving works, constructions in cement and dividing walls, grills, doors and windows, ventilation systems, lighting and heating of premises, delimitation, fencing, access roads, water connections, transformer cabins, electrical lines to the switch board, assembly works of any kind whatsoever, installation, drains and discharge ducts, authorisation procedures, planning of any type whatsoever, static calculations, reservoir planning, purchase costs for digital maps, taxes, transit and parking costs, architectural planning, construction works with the obligation of daily or weekly presence, obligations of supervision of companies directly charged by the customer to carry out works on building sites, geological and limnology surveys, environmental impact assessment, and any applicable taxes or dues. Unless otherwise agreed by written contract, the availability of a safety coordinator pursuant to law is not included in the services due. TechnoAlpin shall not answer for damages caused to third parties deriving from the above-indicated works.

4. PRICES

TechnoAlpin prices shall always be quoted strictly net (without deductions and exclusive of VAT) and in euro (€). The prices shall be included in the offer, failing which the price applicable on the day of delivery shall be valid. As regards assembly work in accordance with the general terms of installation of TechnoAlpin and other services, the hourly rates which are applicable at the time at which the work is carried out shall be charged. Packaging shall be included in the price, with the exception of materials on which there is a deposit. The relevant deposit shall be charged on all materials subject to a deposit and refunded on return. The deposits shall not be included in the prices quoted. The relevant materials must be returned in good condition and free of shipping charges. When accepting returned materials, due consideration shall be given to the amount of time between delivery and return. Devaluation criteria shall be applied to the deposit, as prescribed by "ANIE" (Federazione Nazionale Imprese Elettroniche ed Elettriche).

5. PAYMENTS, GUARANTEES, REASONS FOR RESCISSION OF THE CONTRACT

The place of performance in respect of all payment obligations shall be the registered office of TechnoAlpin in I-39100 Bolzano. Unless agreed otherwise in writing, payments must be credited to the TechnoAlpin account in Bolzano within 14 days of invoice date, free of postage and expenses. Bills of exchange shall not be accepted. The statutory default interest, reminder fees and all other collection fees of any kind shall be owing on the due date for payment (with effect from the 15th day), without the need for a warning notice, the whole amount always without prejudice to (higher) compensation. Collection costs, interest, documentation costs, transport costs, travel and accommodation expenses, and labor and material costs in connection with acceptance processes shall be due for payment immediately and without further request. Failure to comply with the terms of payment or circumstances which reduce the Customer's credit rating shall render all receivables due for payment (failure to meet deadline for payment). Said circumstances shall also entitle TechnoAlpin to exercise its own discretion in deciding to carry out the pending deliveries only upon prepayment, to withdraw from the contract, to give notice of cancellation of the entire contract or parts thereof. In the event of default of payment, the Customer shall be obliged to provide adequate security for all outstanding receivables by assignment or by granting of liens on other assets or by guarantees in favor of TechnoAlpin. Failure to comply with the above obligations, failure to meet an extended deadline for payment issued in a reminder, or opening of settlement/bankruptcy proceedings against the Customer shall constitute grounds to terminate the contract with immediate effect (express waiver clause).

6. OWNERSHIP RIGHTS, TRANSFER OF CREDIT

All goods delivered shall remain the exclusive property of TechnoAlpin until complete payment of credit, due on any grounds whatsoever, even if subject to term or conditions, including payment of the balance and even if payments are made according to specific indications (e.g. hire purchase). TechnoAlpin also reserves the additional, unquestionable right of applying, on the merchandise delivered, for the duration of reserved ownership, a specially drawn up declaration of reserved ownership. For any action/omission on the part of the customer in legal breach of reserved ownership, the said customer, depending on the circumstances, shall be sued. The customer may not sell merchandise subject to reserved ownership, without the express written authorisation of TechnoAlpin. If the customer sells merchandise subject to reserved ownership, the credit deriving from the sale shall automatically be transferred to TechnoAlpin (transfer of credit). Until full payment has been made of the merchandise bought, the customer shall remain only the custodian of the same.

7. RESCISSION/CANCELLATION OF CONTRACT, OBLIGATION OF EARLY PAYMENT, WITHDRAWAL RIGHTS

Once rescission/cancellation of the contract has been communicated, the customer is immediately forbidden to make use of the merchandise held and/or bought. In the case of the rescission/cancellation of the contract, the customer must return to TechnoAlpin, to their head office, within one week (seven days), all the merchandise together with relative licences and documents. Expenses for the return of the merchandise shall be borne by the customer. Only after the return of the merchandise and only if due, any payments which the customer may have already made to TechnoAlpin shall be entered in the accounts and returned. The customer shall remain debtor to TechnoAlpin for the counter value of all advantages gained from the merchandise or part of the same. The customer may not offset any sums due by equivalent quantities, unless TechnoAlpin has expressly recognised the counter-credit or unless such counter-credit has been recognised by a final court ruling. If the merchandise is not returned within one week, TechnoAlpin shall be authorised to recover the same at the customer's expense from the place where it is installed or stored. For this purpose, it is understood that on stipulation contract the customer expressly grants TechnoAlpin access to the places where the merchandise is located for collection of the same, simultaneously renouncing every form of protection of possession.

8. DELIVERY TERMS

The delivery time shall be specified by TechnoAlpin. If delivery deadlines have been agreed, these shall not be fixed terms (transactions for delivery on a fixed date), unless expressly confirmed in writing by TechnoAlpin. A lead time for delivery shall not commence until such time as all the details have been fully itemized and clarified. Default due to delayed delivery of goods or assembly can only be justified in case of transactions for delivery on a fixed date. The delivery shall be deemed to have been made on notification of readiness for shipment. Goods which have been declared ready for dispatch but have not been immediately called off may be stored by TechnoAlpin, at its own discretion, at the expense and risk of the Customer and billed as delivered ex works or ex warehouse on readiness for shipment. Force majeure events at TechnoAlpin or its suppliers which are beyond their control shall entitle the same to postpone the delivery for the duration of the impediment and an additional lead time of an appropriate length or to withdraw from the contract on account of the unfulfilled part. Circumstances which make delivery considerably more difficult or impossible shall equate to force majeure.

9. SUPPLY, TRANSFER OF RISK

Unless agreed otherwise in writing, delivery shall be Ex Works (EXW), Incoterms 2010. We shall provide the Customer with the goods, in accordance with Art. 8, at our company headquarters, with simultaneous transfer of risk to the Customer. Any licenses or documents shall be handed over to the carrier together with the goods or to the Customer after full payment of the purchase price. All transport risks shall always be borne by the Customer. The Customer shall be required, at its own risk and expense, to take care of all the customs formalities and licenses for the export and import of the goods and for their transport through each country. TechnoAlpin may choose the mode of shipment and the route of dispatch, without accepting any liability whatsoever, if no express agreements have been made with the Customer in this regard. This shall also apply if we deliver the goods free to the destination with our own or a third-party vehicle. Prices free of transportation charges shall be conditional upon flowing, unhindered traffic on the respective routes. The Customer shall be charged for dead freight. It must be possible for delivery vehicles to be driven to the unloading point safely and without obstruction and to be unloaded without delay. If the Customer fails in its legal duty to maintain safety in these respects, they shall be liable for any resulting damages, including damages to the delivery vehicle of any third party. TechnoAlpin shall not accept any liability for punctual transportation and for delays caused by obstacles en route, weather conditions or other hindrances of any kind. The goods shall only be insured against damage and loss in transit or breakages at the written request and at the expense of the Customer. Packaging materials shall not be taken back by TechnoAlpin unless alternative arrangements are agreed in writing, and also stated on the bill, according to which the Customer shall be charged a deposit for pallets, boxes, boards, shipping timbers, crates, bars and pallet cages and shall be required to return them to TechnoAlpin after delivery in return for the refund of the deposit. This regulation shall also apply if TechnoAlpin is required to do installation work or provide other services under the contract. Return shipments shall always be at the expense of the Customer.

10. ASSEMBLY AND MAINTENANCE WORKS, STAFF TRAINING

Unless otherwise agreed in writing, plant assembly shall be governed by TechnoAlpin's general assembly conditions and shall not be included in the sale price. In particular, assembly and/or services of a large entity always require a separate written transaction. The plant is delivered to the customer on conclusion of assembly (on final testing of the works). Plant maintenance is not included in the sale price. Maintenance shall be carried out by TechnoAlpin personnel and the relative prices shall be established, according to the size of the plant, on each occasion or defined in a specific maintenance contract. Supervision of plant assembly by TechnoAlpin does not imply any assumption on this latter's part of assembly costs. TechnoAlpin shall accept no responsibility whatsoever for damages caused by incorrect assembly or instalment on the part of the customer, third parties or external technicians (see point no. 12). In order to avoid damages, all TechnoAlpin's instructions contained in the instruction manual, the information on the product and in the information booklets must be strictly respected, and the products must not be used or treated in any way other than according to the instructions issued. The customer is responsible for giving sufficient information to any third party buyer or user. Instruction or training courses for customers' employees on the correct use of the plant are not included in the price; they are, however, available, and must be arranged on each occasion pursuant to specific written agreement. Invoicing shall be based on the hourly labour fees for TechnoAlpin personnel. Also the instructions, indications or telephone consultancy relative to the use of the appliances or plant supplied must be strictly respected and shall be debited to the customer by the application of the same fees referred to in the preceding clause.

11. ACCEPTANCE OF MERCHANDISE, RESPONSIBILITY FOR INSPECTIONS, DEFECTS

The customer must examine the merchandise within one week of delivery, after which the same shall be considered as accepted. Unless otherwise specified by the general assembly conditions of TechnoAlpin, plants assembled by TechnoAlpin must be examined before acceptance of the same (final testing of the works). Acceptance of the plant shall release TechnoAlpin from all liability for any non-conformity or defects of the same unless purposely concealed by TechnoAlpin. If no written report of any defect has been received within two weeks of the supply of the plant, the plant shall be considered as irrevocably accepted.

12. GUARANTEE

TechnoAlpin undertakes to rectify defects which are in violation of the contract and which affect the serviceability of the goods, provided that the defect is due to faulty construction, material or workmanship. This obligation shall only apply to such defects occurring during the warranty period from the time of the transfer of risk of the goods (cf. section 9) and were not known to the Customer at the time the contract was concluded. Defects which the Customer could not possibly be unaware of shall also be regarded as known defects. The work involved in respect of any replacement under warranty shall be at the expense of the Customer. Defects must be reported in writing within 48 (forty-eight) hours and within no more than 8 (eight) days of being discovered or of being identifiable, stating the serial number of the goods, the nature of the defect and the breach of contract. The defective part must be returned within six months of the discovery or identification of the defect with a completed return note (stating the serial number of the goods as a MANDATORY requirement). The transport costs for the return delivery shall be borne by the Customer. The returned part shall be checked with reference to the warranty. If a claim cannot be made under the warranty, the Customer shall be liable for the repair/replacement costs as well as the transport expenses. Failure to give notice of defect or delay in giving notice, omission of the serial number of the goods, and failure to return the goods within the time limit of six months from the discovery or identification of the defect, shall be inexcusable and shall render the warranty null and void. Commercial agents shall not be authorized to accept complaints or make binding commitments in connection with defects. No warranty shall be assumed for damages owing to the following causes:

- manipulation of components;
- modifications which have not been approved by TechnoAlpin;
- disregard of instructions for use and intended purpose;
- missing, incorrect or incomplete serial number;
- use of non-original replacement parts;
- components and material which are exposed to regular wear and tear;
- unsuitable or improper storage, use, processing or use of wrong or inappropriate materials, incorrect mounting respectively incorrect commissioning by the customer or a third party;
- incorrect or inattentive treatment of the delivery item, particularly the disregard of instructions, recommendations by the manufacturer, regulations for accident prevention and regulations prescribed by law;
- excessive use and use of inappropriate equipment and replacement materials;
- defects the Customer has been aware of since the moment of purchase or could not have been unaware;
- public-law regulations in the country of usage that are not in accordance with general standards and have not been communicated explicitly and in written form to TechnoAlpin before signing of the contract;
- defects after expiration of the warranty period prescribed by law.

The warranty does not provide for any indemnity or compensation for any transport or system downtime. TechnoAlpin reserves the right to fulfill the warranty by used, reconditioned or approximately equally aged material. Goods that are repaired or replaced by the Customer without the prior written consent of TechnoAlpin, are not covered by warranty.

13. RESPONSIBILITIES

No request whatsoever may be made for compensation except as pursuant to art. 12, especially for direct/indirect damages, loss of data, loss of earnings or consequential damages. Modifications made by the customer or third parties without the prior written authorisation of TechnoAlpin within the defect report term shall annul any obligation of guarantee or responsibility of TechnoAlpin. TechnoAlpin shall accept no charges for travel and board and lodging expenses sustained by the technicians appointed to carry out repairs, to eliminate defects, to remove and/or refit defective pieces. Such costs shall be debited to the customer with payment falling due immediately. Any integration of third-party equipment and/or systems with TechnoAlpin's control unit, performed by TechnoAlpin, is done so exclusively at the request of and at the expense of the client. TechnoAlpin will not be held responsible for any claim against a guarantee held in the third-party equipment and/or systems integrated with its control unit. The client expressly relieves TechnoAlpin from any responsibility derived from the operations on the third-party equipment and/or systems, both towards itself and towards other producers and/or third-parties.

14. RIGHT OF REMEDIAL ACTION

If TechnoAlpin has been duly notified of a breach of contract, it shall be granted the right to rectify the non-conformity within a reasonable period of time. Only in the event that the time allowed to rectify the non-conformity should elapse to no avail may the Customer take legal action against TechnoAlpin within the scope of these GTCs.

15. INDUSTRIAL PROPERTY RIGHTS

All names, titles, trademarks, sketches, drawings, software programs and other documents originating from TechnoAlpin shall remain the exclusive property of the same and may be used and exploited only with the prior explicit written consent of TechnoAlpin. The drawings and documents attached to the offer must be immediately returned at TechnoAlpin's simple request. The software programs shall be subject to the general software usage conditions of TechnoAlpin and the respective licence conditions; unless otherwise agreed in writing, the licence and usage rights bought by the seller regard only a single work station and are not transferable. It is specifically forbidden to carry out debugging, decompiling, disassembly or to attempt in any other way to obtain the software source code, to modify any configuration file, to obtain access to the database in any way, to transfer it to third parties or to decrypt any communication protocol. The preparation of copies is admitted only for security reasons or for archiving purposes. On termination of the usage right, all programs granted, including the documents and any copies, must be immediately returned to TechnoAlpin. If TechnoAlpin supplies objects produced and designed on the basis of the customer's drawings, models, diagrams or other documents, the said customer shall bear the costs of guarantee and responsibility relative to the possible violation or prejudice to the rights of third parties. If the rights of third parties are violated or in the case of any illicit act of any nature, the customer undertakes to relieve and indemnify TechnoAlpin of any request or claim on the part of third parties. All relative costs shall be charged to the customer, and legal expenses must be advanced by the customer.

16. PLACE OF FULFILLMENT, APPLICABLE LAW, ARBITRATION CLAUSE

The place of fulfilment for all obligations and performances agreed to between the parties is the registered head office of TechnoAlpin in Bolzano. Any controversy that may arise between the parties regarding the interpretation, application and/or execution of this contract shall be brought, pursuant to the arbitration regulations of the Arbitration Court of the Chamber of Commerce, Industry, Craft and Agriculture of Bolzano, before the said Arbitration Court. The Arbitration Board shall be composed of three arbitrators, as foreseen by the regulations of the aforesaid Arbitration Court, and its decision shall be final and binding. For the award of the Arbitration Board, the parties shall expressly refer to articles 26 and following of the afore-mentioned arbitration regulations. All agreements between the parties and their successors shall be subject to Italian law. Regarding any dispute that may arise in the interpretation, application and/or execution of this contract, TechnoAlpin may, having an uncontested choice, resort to legal proceedings for which the Court of Bolzano shall have exclusive jurisdiction.

17. APPLICABILITY

Unless otherwise agreed, these general contractual conditions shall be applied, as far as applicable, to all contracts stipulated by TechnoAlpin.

18. PREVALENT VERSION

The Italian version of these general contractual conditions shall have prevalence.

19. FINAL PROVISIONS

If one or more of the above conditions should be ineffective, the remaining provisions shall always hold firm, and the parties shall be held to substitute the ineffective provision with another which is as close as possible to the economic purpose of the ineffective clause.

Bolzano, January 20, 2018