

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. General conditions

- 1.1 These general conditions of sale (hereinafter "**General Conditions**") govern the terms and conditions applicable to the sale of any product designed, made, manufactured and/or marketed (hereinafter "**Products**") by Enex S.r.l., with registered office in Breda di Piave (TV), via Delle Industrie no. 7, subscribed and paid-up share capital of Euro 5,000,000.00, tax ID code, VAT number and registration number with the Business and Trade Register of Treviso-Belluno: 02328320300 ("**Enex**"). Every sale of Products to Enex customers (hereinafter "**Customers**") is governed by the General Conditions, which, even if not expressly referred to, form an integral and substantial part of any sale offer, purchase order, order confirmation, as well as of any related deed, contract, statement and/or document (together with the General Conditions, the "**Contract**"). Any modification or addition to the General Conditions as well as any contractual condition that differs, in whole or in part, from those contained in the General Conditions will be valid and binding only if, and to the extent that, it is specifically approved in writing by Enex and by the Customer (hereinafter jointly the "**Parties**" and individually a "**Party**").

### 2. Sales offers and order confirmation

- 2.1 The sales offers sent by Enex to Customers are valid and effective only if formulated in writing and in any case for a maximum period of 30 (thirty) days from the date of despatch, unless otherwise indicated in the sales offer.
- 2.2 The sales offers sent by Enex must be confirmed in writing by the Customers within the deadline referred to in paragraph 2.1 above, after which the same offers will automatically lose their effectiveness.
- 2.3 The purchase orders issued by the Customers will be deemed accepted following written confirmation by Enex.

### 3. Cancellation and modifications

- 3.1 Purchase orders cannot be cancelled or modified by Customers after the relevant order confirmations have been sent by Enex, also taking into account that the Products are made for the specific needs of each Customer and are therefore not normally subject to resale to third parties.
- 3.2 Enex may however take into consideration, at its sole discretion, a request for cancellation or modification of a purchase order only upon payment by the Customer of all costs relating to the purchase order subject to cancellation or modification.

### 4. Confidentiality – Products – Modifications

- 4.1 All industrial and/or intellectual property rights on the Products (including, by way of example and not limited to, drawings, calculations, technical documentation, illustrations, instructions, software, know-how and any other information contained in sales offers, order confirmations and any other document sent by Enex to Customers; hereinafter "**Confidential Information**"), in its entirety and in all its parts, anywhere in the world, are and remain the exclusive property of Enex and cannot be transmitted to third parties.
- 4.2 The Customer is required to maintain absolute confidentiality on all Confidential Information (even if not expressly marked as "confidential") that is transmitted to it in any form by Enex or of which it becomes aware. Should the Products include software, the Customer will acquire a right to use the software limited to the purpose described in the Product specifications, with the express exclusion of any right to obtain licences, patents, copyrights, trademarks and other forms of industrial and/or intellectual property on the Products. Any right of the Customer to the source code, algorithms and the like is also expressly excluded.
- 4.3 The Customer is solely responsible for the choice of Products and for their compliance with its needs.
- 4.4 Enex reserves the right to modify the technical characteristics and/or to replace individual components of the Products at any time and without notice, where such modifications and/or replacements ensure an equal or better performance of the Products for the Customer than originally envisaged.

#### ENEX S.R.L., Single Member limited liability company

VAT/Tax ID Code No. 02328320300 | Business And Trade Register of Treviso EAI 320849 | Share capital €5,000,000.00 fully paid-up

Company subject to the Management and Coordination activity of CCC Holdings Europe SPA

Registered and administrative office: Via delle Industrie 7, Vacil di Breda di Piave (TV) - ITALY

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## 5. Prices

- 5.1 The price that the Customer must pay to Enex for purchasing the Products is the one that will be indicated on each occasion in the sales proposal and/or in the order confirmation, or, in the absence of this, the price calculated based on the Enex price list in force on the date of issue of the order confirmation (hereinafter "Price").
- 5.2 Enex shall have the right to increase the Price at any time or, alternatively, to withdraw without charge from the Contract in the event of an increase in material or production costs after the conclusion of the Contract. If the Parties agree that the Price is to be paid in a currency other than the Euro, the Customer shall bear the currency risk from the date of the order confirmation until the date of full payment of the Price.
- 5.3 The Price does not include VAT and/or any other tax or duty due in relation to the sale of the Products. Furthermore, the costs of insurance, packaging, transport, customs duties and any other charge connected to the sale of the Products are also excluded from the Price.

## 6. Terms and methods of payment of the Price – Suspension of supply

- 6.1 The terms and methods of payment of the Price are those that will be indicated on each occasion by Enex in the sales proposal and/or in the order confirmation.
- 6.2 In the event of failure to pay the Price within the agreed terms, the Customer shall pay to Enex, without the need for formal notice, the default interest provided for by L. Decree no. 231 dated 9 October 2002, as subsequently amended and integrated, at the rate in force on the date on which the relative payment is due.
- 6.3 Enex may suspend the performance of the Contract and/or refuse to deliver the Products, in whole or in part, if, at its sole discretion, the Customer's guarantees of solvency have failed or there is a risk that they will fail, or if the Customer has defaulted or is in any case late with payments including in relation to other supplies by Enex, without prejudice to Enex's right to obtain compensation for the damages suffered, reimbursement of all expenses incurred and payment of the default interest as per paragraph 6.2 above.

## 7. Retention of title

- 7.1 Without prejudice to the fact that the risk of loss or damage of the Products passes to the Customer according to the terms set out in article 9 below, ownership of the Products will remain with Enex until the latter has received full payment of the Price from the Customer together with any other sums due in relation to the purchase of the Products. Until that time, the Customer must keep the Products on behalf of Enex adequately stored, protected and insured, bearing all related costs and risks and, if the Products have already become available to the Customer, Enex will have the right at any time to request their return at the Customer's expense until the latter has paid the amount due.
- 7.2 If in the country in which the Customer has its registered office or residence or domicile, for the validity of the retention of title in favour of Enex it is necessary to complete administrative or legal formalities such as, by way of example and not limited to, registering the Products in public registers or affixing specific seals on these, the Customer undertakes as of now to carry out all necessary actions in order to obtain a valid right for Enex with reference to the retention of title. The Customer must deliver to Enex, upon request, the documentation proving the retention of title.

## 8. Delivery of Products

- 8.1 The delivery date of the Products indicated by Enex and accepted by the Customer is indicative only. The exact date of delivery of the Products must be defined and agreed upon close to said delivery date.
- 8.2 Enex may make split deliveries of the Products, even if they relate to the same purchase order.
- 8.3 Any delay in the delivery of the Products of less than 4 (four) weeks will not entitle the Customer to terminate the contract and/or to refuse delivery of the Products, in whole or in part, and to claim compensation, interest or indemnity of any kind.
- 8.4 In any case, Enex will not be liable for delays in the manufacture and delivery of the Products attributable to Force Majeure (as defined in paragraph 17.2 below), acts or omissions of the Customer, delays by Enex suppliers.

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8.5 If the Customer does not collect the Products within 10 (ten) days from the date of the communication of readiness of the Products for shipment or delivery, the Customer will be considered in breach of the obligation to collect the Products. In such case, Enex will have the right, at its discretion, to: (i) demand full and immediate payment of the Price and reimbursement of all expenses incurred for storing the Products (including, but not limited to, those of storage, custody, insurance and labour for handling); or (ii) terminate the Contract with immediate effect, withholding the advances on the Price already received and requesting compensation for all further damages suffered as a result of the Customer's default; or (iii) ship the Products with means chosen by Enex at the expense and risk of the Customer.

## 9. Delivery and transfer of risk

- 9.1 Unless otherwise indicated in the sales offers and/or order confirmations issued by Enex, delivery shall be deemed ex works (Ex Works - EXW Incoterms 2010/2020®) at the Enex plant in [Breda di Piave (TV), via Delle Industrie no. 7]. 9.
- 9.2 The risk of loss, accidental deterioration or damage to the Products passes to the Customer at the time the Products are made available according to the terms set out in paragraph 9.1 above and, from that moment, the Customer must insure the Products against all risks. The foregoing shall also apply in the event of partial deliveries or of delayed deliveries at the request of the Customer or for any other reason not attributable to Enex.
- 9.3 Should the Products be shipped by Enex to the Customer, it is hereby understood that such Products travel at the Customer's risk even if the shipment and loading are carried out with the assistance of Enex personnel.
- 9.4 From the moment of the transfer of risk as determined pursuant to paragraph 9.2 above, the Customer shall be liable for all damages that may arise to the Products or be caused by the Products to its personnel or to third parties, including Enex.
- 9.5 The loss, deterioration or damage of the Products that occurs after the transfer of risk to the Customer does not release the latter from payment of the relevant Price.

## 10. Reporting faults or defects – Warranties

- 10.1 The Customer is required to inspect the Products upon delivery and to notify Enex of any obvious defects and/or faults or shortages in writing within 8 (eight) days of delivery, under penalty of forfeiture.
- 10.2 Any hidden defects and/or faults of the Products must be notified by the Customer to Enex in writing within 8 (eight) days of their discovery, under penalty of forfeiture.
- 10.3 The Customer is responsible for proving the reported defects, faults and/or shortages.
- 10.4 Reporting any defects and/or faults of a Product precludes the Customer from using the same. Enex will not be liable for any damage caused when using Products for which defects and/or faults have been reported. The complaint must contain the number and date of the transport document, the description of the defects and/or faults or of the shortages complained of, as well as any other element useful for Enex's assessments (such as, for example, photographs and/or videos).
- 10.5 Without prejudice to the provisions of paragraph 10.1 above, Enex reserves the right, at its sole discretion, to repair or replace the faulty and/or defective Products, or part of these. Except in cases of wilful misconduct or gross negligence, to the maximum extent permitted by law, this warranty absorbs and excludes any other warranty or liability (contractual or non-contractual) provided by law against Enex in relation to the Products supplied.
- 10.6 The warranty for manufacturing faults and defects of the Products has a duration of 12 (twelve) months from delivery.
- 10.7 In order for Enex's warranty to remain in force, it is essential that:
- The Products have always been used by the Customer in an appropriate and correct manner according to the technical specifications, the instructions and for the purpose set out in the contract;
  - The Customer has carried out the scheduled maintenance of the Products in accordance with the provisions of the maintenance manual provided by Enex;
  - The Customer's personnel responsible for operating and/or maintaining the Products have been trained correctly and adequately by the Customer;
  - If the Customer finds defects and/or faults in the Products, the Customer must immediately take all measures to reduce any damage related to these and to immediately provide Enex with the opportunity to intervene in order to eliminate the aforementioned defects and/or faults.

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- 10.8 All damage caused by natural wear and tear, non-compliant maintenance, failure to comply with operating instructions, excessive use, use of inappropriate consumables, assembly or repair work not carried out by Enex, as well as other reasons not attributable to Enex, are expressly excluded from the warranty and Enex's liability. In the event of technical, mechanical or software-related interventions on the Products by personnel not authorised by Enex, the warranty will be deemed to lapse with immediate effect.
- 10.9 The warranty does not cover the costs of disassembly, shipping and reassembly of the flawed and/or defective Products and their spare parts.
- 10.10 Any reports of flaws and/or defects of Products will not entitle the Customer to suspend or in any case delay payment of the relevant Price.
- 10.11 If, following an inspection and/or appraisal of the Products for which flaws and/or defects have been reported, no flaws and/or defects should be found, all costs of the inspection and/or appraisal will be borne by the Customer.

## 11. Testing

- 11.1 Any contractually required tests must be carried out, unless otherwise agreed in writing between the Parties, at the place of manufacture of the Products during ordinary working hours. The tests must be carried out in accordance with the procedures in use in the relevant industrial sector of the manufacturing country concerned.
- 11.2 Enex will inform the Customer in writing of the day and time scheduled for carrying out the test with adequate notice to allow the Customer to take part. In the event of failure by the Customer to attend the testing without justifiable reason, Enex may proceed with the testing even in the absence of the Customer and the relevant report will be proof of what is reported therein.
- 11.3 Enex shall remedy any faults and/or defects found during the testing in the shortest time possible having regard to the circumstances. The testing shall therefore be repeated if the Customer so requests, unless the faults and/or defects found are insignificant.

## 12. Limitations and exclusions of liability

- 12.1 The warranties referred to in Article 10 are the sole and exclusive warranties provided by Enex with regard to the Products and replace any other warranty or remedy provided by the applicable legislation in relation to the same.
- 12.2 The Parties agree that, except in cases of wilful misconduct or gross negligence and in other cases in which liability cannot be excluded or limited by virtue of mandatory provisions of law: (i) Enex's liability for damages arising from breaches of the Contract may in no case exceed the price of the Products affected by the breach; (ii) Enex shall in no event be liable for damages for loss of earnings (such as, by way of example and not limited to, damages for loss of production, loss of profit, production stoppage, loss of opportunity), indirect damages and/or consequential damages.

## 13. Processing of personal data

- 13.1 The personal data communicated, pursuant to L. Decree no. 196 of 30 June 2003 and Regulation (EU) 2016/679 (and subsequent amendments and additions) by the Customer to Enex as necessary for the performance of the Contract will be processed by Enex, its agents and/or subcontractors, exclusively for the purposes connected to the aforementioned performance (including, by way of example and not limited to, for administrative reasons, for customer service, risk management, VAT returns, information updates on the Products, statistical analysis and checks of the Customer's creditworthiness).
- 13.2 The data subject whose personal data have been communicated by the Customer may exercise the rights provided for in Articles 15 to 22 of Regulation (EU) 2016/679, namely the right to obtain the updating, rectification, integration, deletion, transformation into anonymous form of the personal data, the restriction on processing, as well as the right to object to the processing and the right to access its own information in the times and in the manner established by the applicable legislation.
- 13.3 Should the personal data provided by the Customer be processed outside the European Union, compliance with the obligations and guarantees provided for by Regulation (EU) 2016/679 will be ensured.

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13.4 Subject to the Customer's consent, Enex or its collaborators may contact the Customer for marketing activities, in order to promote additional products that Enex believes may be of interest to the Customer, as well as to update the commercial information and to analyse the Customer's purchasing preferences, within the limits and according to the methods established by L. Decree no. 196 dated 30 June 2003 and by Regulation (EU) 2016/679. The Customer may revoke its consent to forwarding the aforementioned activities at any time by sending a written notice to Enex.

#### 14. Invalidity

14.1 Except as provided for by art. 1419, paragraph 1, of the Italian Civil Code, the invalidity or ineffectiveness of individual clauses of the Contract will not entail the invalidity or ineffectiveness of the other clauses of the same Contract, which will continue to maintain full validity and effectiveness, without prejudice to the Parties' commitment to replace any invalid or ineffective clauses with agreements that reflect as closely as possible the intent of the original clauses.

#### 15. Independent contractors

15.1 The Parties are independent contractors. Nothing contained in the Contract shall constitute between the Parties or be construed as constituting between the Parties an association or joint venture or a relationship between employer and employee or between principal and agent.

#### 16. Tolerance

16.1 Failure to exercise any right recognised to one of the Parties by the Contract and/or by the applicable law does not constitute a waiver of such right, nor shall it be construed as such.

#### 17. Force majeure

17.1 In the event of a Force Majeure event, Enex shall have the right to suspend the supply for the entire duration of the Force Majeure event and to obtain a corresponding extension of the delivery deadline or to withdraw from the Contract without incurring any liability. Enex must promptly inform the Customer of the occurrence of the Force Majeure event, its consequences and possible remedies.

17.2 "Force Majeure" means any unforeseen and unforeseeable event, which cannot be overcome with ordinary diligence and is beyond any reasonable control, which prevents or makes the supply by Enex excessively burdensome, including, by way of example and not limited to, nationwide strikes lasting no less than three days, earthquakes, floods, explosions, epidemics and the like, production blockades imposed by health or public authorities in general, production accidents at its own premises or at those of its suppliers, shortages of energy or raw materials.

#### 18. Applicable law and competent court

18.1 The General Conditions, as well as any other deed, contract and/or document connected to them, are governed by and must be interpreted in accordance with Italian law, excluding its provisions on the conflict of applicable laws and the United Nations Convention on Contracts for the International Sale of Goods.

18.2 Any dispute concerning the General Conditions, as well as any other deed, contract and/or document connected to them (including those relating to their validity, effectiveness, interpretation, performance and/or dissolution) will be devolved to the exclusive jurisdiction of the court of Treviso (Italy).

18.3 Enex will have the right, at its sole discretion, to waive the exclusive jurisdiction of the court referred to in the previous paragraph 18.2 to take legal action against the Customer before the competent judge based on the residence, headquarters or domicile of said Customer.

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The customer, by acceptance

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Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, after careful reading, the Customer specifically approves in writing the provisions of paragraphs and articles 4.4 (Right to unilaterally modify the technical characteristics of the Products and/or to replace individual components), 5.2 (Right to increase the Price or to withdraw from the Contract in the event of an increase in the costs of materials or production), 6.3 (Right to suspend the performance of the Contract or to refuse delivery of the Products in the event of insolvency or default by the Customer), 7 (Retention of title), 8.3 (Period of tolerance for delay in supply), 9 (Delivery and transfer of risk), 10 (Reporting faults or defects - Guarantees) 12 (Limitations and exclusions of liability), 17 (Force Majeure), 18 (Applicable law and competent court) of these General Conditions.

The customer, by acceptance

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Version June 2024

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