

## GENERAL SALES CONDITIONS

**1. SUBJECT.** The present General Sales Conditions ("GSC") apply to sale, supply and commercial relations and the performance of assets or services on the part of INGETEAM S.r.l., hereafter referred to as "INGETEAM". INGETEAM will make an offer at the request of the customer and the customer will then send an order in acceptance of the above-mentioned offer or a signed copy of the same to indicate its acceptance; after this, the same must also be accepted by INGETEAM. An acceptance is constituted by any declaration or other act of the customer that indicates approval of the offer. Any variations in the customer's standard clauses will be null and void except where there is the written confirmation of INGETEAM. The customer will be considered to be fully aware of the present GSC from the moment the Web page is communicated in which they are set out or if the customer has previously received them during commercial relations with INGETEAM. INGETEAM reserves the right to modify the present GSC. Last revision: January 2009.

**2. CONTRACTUAL DOCUMENTATION.** The relationship between INGETEAM and the customer is regulated by the offer of INGETEAM, by the order or acceptance of the customer, accepted in turn by INGETEAM, and by the present GSC; taken together they constitute the "Contract". Should there be any contradictions, the clauses of the present GSC will prevail, with the exception of specific conditions included in each offer or acceptance of an order.

**3. OFFER AND ORDER.** INGETEAM's offer will contain the description of supply, period of execution and delivery, price and other specific supply conditions. The customer, within a maximum period of one month (without prejudice to any indication of any other period in the offer), must issue an order, which will be understood to be in compliance with the offer, or must accept the offer in writing. Once the said period has elapsed, the offer will be considered to have expired. The issue of an order relative to an offer by INGETEAM or the acceptance of the same in writing imply acceptance by the customer of the present GSC, which will have precedence over any of the customer's General Purchase Conditions. Any modifications and/or variations to an accepted order must be notified in writing to INGETEAM and, to be valid, they must be expressly accepted by INGETEAM.

**4. PRICES AND PAYMENT MODALITY.** The price of the supply is understood to be net: it includes only those items indicated in the offer and/or acceptance of the order; it never includes duties, costs or taxes of any kind relative to the supply. No deductions are possible, such as withholdings or discounts. The price will be valid solely for the quantities offered, the specified payment conditions and the orders received during the offer's period of validity. The prices as set out will be invariable, except where there is a revision clause for prices set out in the offer or in the contract. However, where due to customer requirements it is necessary to introduce modifications or improvements to the subject of the supply, INGETEAM will set a new price that will be communicated to the customer and which will represent the new contract price. Prices are considered to be with delivery ex works INGETEAM factories. Loading, transport, insurance, unloading, assembly or start-up are not included in the sales price, except where they are expressly included in the offer or accepted in writing by INGETEAM. Payment will be made in the currency and in accordance with the terms agreed for each supply; INGETEAM must always receive the net price and, in the absence of any agreement to the contrary, at the latest 30 days from the date of the supply. Where the price has been established in a currency other than the Euro, any variation in parity to which the said currency may be subject relative to the Euro from the date of the contract to the date of effective encashment can constitute a justified reason for modifying the price. Where there is a delay in payment, as of the due date and without there being any need for an injunction, interest automatically accrues in accordance with the EURIBOR base interest rate in force at the time of the due date, increased by three (3) percentage points, without prejudice to any other rights of INGETEAM. The customer cannot compensate credits, except where the same have expired, liquid and cashable, and are recognised as executive or as a result of a legal decision, nor can he exercise any withholding right, except where the same has been stipulated in the contract. Any breach on the part of the customer to any payment obligation, including insolvency, or non payment to any member of the INGETEAM Group of any debit, gives INGETEAM the right to suspend the contract or declare the same resolved, declaring advance expiry of the entire debit, with demand for the relative immediate payment (including those that are not yet due), to compensate for work carried out, expenses incurred and damages sustained, with the quantities received remaining in its favour, with the customer having no right to any compensation, and with cancellation of the warranty. Where an advance payment has been agreed, the contract will not come into force and no performance can be demanded of INGETEAM until the same has received the above-mentioned advance payment.

**5. DELIVERY PERIOD.** This is the period specified in the offer and/or in the acceptance of the order, always providing the customer respects the terms of the obligation to supply information, documents and approvals, in compliance with planning decided on a case by case basis. The *dies a quo* will be the acceptance of the order by INGETEAM. If, where the customer requires the same, modifications or improvements to the supply have to be introduced, INGETEAM will decide on a new contractual delivery period which will be communicated to the customer. Any delay in delivery due to force majeure or chance events will not be considered and will not give rise to penalties. Any delay in payments on the part of the customer will imply a correlated increase in the delivery period. Where there is any delay relative to the contractual delivery date due to causes that are directly attributable to INGETEAM, thereby causing damages to the customer, and where the same has been expressly agreed, the customer will be able to impose penalties that represent an exclusive resolution of the delay, though under no circumstances can any penalty for delay exceed 5% of the total price of the asset or the service whose delivery has been delayed. Any application of penalties excludes the possibility of reclaiming supplementary damages caused by the said delay. No penalty for delay can be applied once two months have elapsed from the date of delivery or where the customer has either not fulfilled his obligations to supply information adequately and within the said period or has not fulfilled his payment obligations. If, due to any reason that cannot be attributed to INGETEAM, it is not possible to comply with those points that give rise to encashment of the agreed price, the above-mentioned right to encashment will be maintained in accordance with agreed payment dates and conditions.

**6. DELIVERY CONDITIONS.** INGETEAM is authorised to carry out partial deliveries. Where, relative to contractual agreements, a delivery must be made to a location indicated by the customer, the same must guarantee easy and permanent access to the said location, via adequate roads, so that transport of the supply goods is feasible, taking into account the dimensions of the same and other specifications. If the customer does not comply with this obligation, the delivery will be understood to have been made when INGETEAM announces it is willing to make the said delivery and the customer must assume responsibility for the same and pay all costs arising from any extraordinary measures that have to be adopted to ensure that the supply reaches its destination. Regardless of the Incoterm chosen, any unloading at destination is never included in INGETEAM's supply. If, after communicating to the customer that the supply is ready for delivery, the same is delayed for more than one week due to causes external to INGETEAM, the customer will pay for storage costs, including in the factory, for an amount equal to zero point five percent (0.5%) of the total purchase price for every full week of delay. INGETEAM can invoice the price of the supply and the storage costs, having carried out its delivery obligation relative to encashment and guarantee. Storage will be carried out on behalf and at the risk of the customer.

**7. FORCE MAJEURE.** Any impossibility or delay on the part of INGETEAM in executing the subject of the contract due to force majeure events, including, but not limited to war, terrorist attacks, natural catastrophes, fires, floods, lack of workers, energy or raw materials, work decisions such as strikes or lockouts, lack of transport vehicles or supplies by third parties, administration provisions, government orders, or any other cause that is not under the control of INGETEAM and which can be considered as a case of force majeure, in accordance with the Italian civil code, will release INGETEAM from its obligation to fulfil its performance for as long as the said situation lasts, and will imply a relative extension of the delivery period. If the cause of force majeure lasts for more than three (3) months, INGETEAM can resolve the contract with no obligation to pay any compensation.

**8. CANCELLATION OF ORDERS.** If for any reason the customer decides to cancel his order, either totally or partially, INGETEAM reserves the right to take legal action relative to the same; as regards damages, the part of the supply realised will remain in its favour, as will any materials received and the quantities paid in advance of the total price of the contract; INGETEAM will also have the right to ask for compensation for all damages sustained. Any minimum costs that have to be paid by the customer where there is the cancellation of an order can be set out in the offer. Where there is cancellation of an order that has already entered the planning phase, the customer will pay a minimum of twenty percent (20%) of the total price of the supply. Where there is cancellation of an order communicated after the agreed delivery date, the customer will pay a minimum of eighty percent (80%) of the total price of the supply.

**9. SUPPLY QUALITY.** As regards the quality and state of the supply, the same must comply with what is set out in the contract. As regards tests and inspections, CEI regulations will be valid, unless otherwise specified. The supply will be checked by INGETEAM's technical team to verify that it complies with what has been agreed. The customer must accept in writing the said supply if it is present at the inspection and the same proves to be satisfactory. Where there is renunciation of the said right, the supply will be considered as definitively accepted. Any costs due to inspections and acceptances on the part of the customer will be borne by the

latter and the supply will be considered accepted by the client after 10 days have elapsed from delivery with no complaints being sent due to defects and/or deficiencies or where the customer has started to use the merchandise.

**10. WARRANTY.** INGETEAM guarantees its supply against any anomaly that is directly or exclusively attributable to defects in design, manufacture, workforce or materials. Hence where, within the period covered by the warranty, defects or malfunctions of this type are noted, INGETEAM undertakes to correct them. In the absence of a specific agreement regarding particular conditions, the warranty period will be one year from delivery or eighteen (18) months as of the date the delivery is made available, whichever occurs first. In virtue of the said warranty, INGETEAM undertakes to repair or replace, at its choice, and in the location established, the defective parts. The customer must immediately communicate to INGETEAM any defect that becomes evident, thoroughly describing its nature and permitting INGETEAM to check and correct the said defect, making the supply available to the same. Any supply transport costs and those relative to customs, taxes etc. as with those concerning the disassembly and reassembly of the repaired or replaced part, including disassembly, removal or access to the same after being installed, are the customer's responsibility. The warranty will only be valid where transport, storage, assembly, installation, start-up, functioning and maintenance of the supply have been correctly executed by duly authorised personnel and in compliance with the instruction manual supplied. The warranty exclusively provides for the repair of defects and/or the replacement of defective elements on our systems.

The warranty will not be applicable where there is normal wear and tear of equipment, both ordinary wear due to functioning or external causes, and extraordinary wear or breakdown due to overloaded functioning, improper use or external causes, such as excessive humidity, dust, corrosive agents, electromagnetic fields, static energy, variations in the quality of the electricity supply etc. In addition, the warranty does not cover defects caused by accidents, force majeure or poor handling or repairs not carried out by INGETEAM or defects due to negligence or lack of competence on the part of personnel belonging to other companies, or defects caused by transport, storage, conservation or use that is not adequate, and in general defects due to causes that cannot be attributed to or are outside the control of INGETEAM. The customer is not authorised to carry out repairs himself or by means of third parties, nor to unilaterally send the supply to be corrected or replaced. The warranty will expire if the customer or third parties carry out interventions, modifications or repairs without the prior written consent of INGETEAM, or if adequate measures are not immediately applied to avoid any worsening of the damage. The warranty will never cover damages, direct or indirect, to persons or things, and represents the only warranty offered to the customer, replacing any other condition or warranty, express, implicit or legal, that has not been explicitly recognised by INGETEAM. The warranty always excludes any liability on the part of INGETEAM relative to hidden defects noted after the period indicated. The repair or replacement of a defective element in the supply will not vary the start date for the warranty period relative to the overall supply.

**11. LIMITATION OF LIABILITY.** INGETEAM will be liable for direct damages sustained by the customer or by third parties due to any serious breach on the part of INGETEAM of its contractual obligations, product defects or actions or omissions on the part of its employees or subcontractors and other persons relative to which it must legally respond, up to a total maximum for claims, of any type, including penalties and interventions involving repairs or reintegration, in compliance with the warranties offered the customer, equal to fifty percent (50)% of the total price of the asset or the service that gives rise to the claim. INGETEAM will not be liable for indirect or incidental damages that may be sustained by the customer or by third parties, such as loss of production, income or benefits (*lucrum cessans*), loss of performance or availability, replacement costs, delays, whether expected or effective, costs for changes and others of a financial type, third party claims etc. INGETEAM must receive immediate notification relative to the existence of any damages to production.

**12. OWNERSHIP RIGHTS.** INGETEAM maintains ownership of any assets supplied until the customer has definitively and totally paid the supply price and has respected all obligations deriving from the commercial relationship. The customer is obliged to carefully protect the assets supplied until he has acquired ownership of them, assuming the risk of loss or damage to the same from the moment the same are consigned to him. Where the assets supplied are transformed or integrated with others by the customer, INGETEAM will acquire co-ownership of the new asset manufactured, in a proportion equal to the value invoiced of the goods supplied, with ownership rights relative to the invoiced value of the new manufactured asset. Documents of any type consigned to the customer by INGETEAM and their relative contents always remain the exclusive intellectual property of INGETEAM and the customer cannot avail himself of the same in his own favour and consign them to third parties without the express prior written authorisation of INGETEAM. Material used for packaging, scraps generated during assembly, start-up or repair work, and the relative environmental management are the property and responsibility of the customer, who must carry out adequate environmental treatment; restitution of the same is not permitted.

**13. INDUSTRIAL PROPERTY.** All the technology, planning, invention, work, design, process, know-how, software, calculation, as well as the manual, method, solution, idea, improvement, modification, contribution and in general, all information or associated documentation developed or supplied by INGETEAM relative to the offer, execution of the contract or incorporated in the design or functioning of the supply that implies industrial or intellectual property will always be the exclusive property of INGETEAM, since the customer cannot avail himself of the same in his own favour or in that of third parties without the prior written consent of INGETEAM for aims other than the fulfilment of the contract, as with the functioning and maintenance of the supply.

**14. CONFIDENTIALITY.** All the information to which the parties have access as a result of the contract, including the terms of the same, will be confidential in character, except where the information in question is already in the public domain, and will not be revealed to third parties or used directly or indirectly for aims other than those set out in the contract. This obligation extends to employees, who will receive only the information that is strictly necessary for them to carry out their obligations; the customer must always guarantee maintenance of confidentiality relative to information. This confidentiality obligation will remain in force for at least two years after total payment of the supply.

**15. WITHDRAWAL.** Unexpected events as covered by force majeure, alteration in economic conditions and changes in the contents of the performances that have a significant influence on the work to be realised etc. entitle INGETEAM to totally or partially withdraw from the contract via written communication, without any right to compensation.

**16. INVALIDITY.** The invalidity of any clause in the present GSC or the contract will not be extended to the remaining part, which will remain in force.

**17. PERSONAL DATA PROTECTION.** In compliance with what is set out in "Legislative Decree 30 June 2003, no. 196" concerning the protection of data of a personal nature, the customer is hereby informed and authorises the inclusion of his personal data in the corresponding archive for which INGETEAM is responsible and which has as its aim the relationship and commercial, administrative, fiscal and marketing management, as well as communication with third parties and the commercialisation of INGETEAM assets and services. The customer can exercise his rights of access, rectification, cancellation or opposition via written communication sent to Ingeteam S.r.l. (italia.energy@ingetteam.com) indicating as subject "L.D. 196" and identifying himself in a correct manner.

**18. APPLICABLE LEGAL JURISDICTION AND RESOLUTION OF DISPUTES.** the contract and its execution are regulated by Italian law. The Vienna Convention of 1980 on the International Sale of Goods will not be applied. To resolve any disputes concerning the interpretation and execution of the contract that cannot be resolved in an amicable manner between the parties will be the task of the Courts of Bologna, with express renunciation by the parties of their right to submit any case to the Courts in their own jurisdiction, though INGETEAM reserves the right to initiate any legal action against the customer in the location where the same has jurisdiction.