



# VISA S.p.A. s.u.

## GENERATING SETS and POWER SOLUTIONS

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DS820-02-General Sales Conditions – EN – SAP 12500000375-001-04 of 10.07.2024

### GENERAL SALES CONDITIONS – EN

#### Definitions:

Buyer: is the buyer.

Contract: shall mean the General Sale Conditions together with the Special Sale Condition.  
Day: shall mean every working day excepted therefore Saturday, Sunday and every other holiday in the European Union.

Party or Parties: means the Buyer or the Seller or both of them.

Plant or Plants: is/are the plant/s as indicated in the Special Sale Conditions.

Seller: is the Company Visa S.p.a. having its head quarter in Via Primo Maggio 55, Fontanelle (Treviso), Italia.

Use and Maintenance Manual: is the use and maintenance manual of the Plant.

Year: shall mean calendar year according to the calendar in force in the European Union.

#### Art. 1 - Recital

1.1 The present General Sale Conditions are applicable together with the Special Sale Conditions to any order (hereinafter referred to as the "Order"), even if fractionized, continuative and subdivided purchase, concerning to the Plants of the Seller. The present provisions shall prevail over any written or oral other provision in contradiction with the Contract.

1.2 Any execution of the Contract implies the automatic acceptance of the present General Sale Conditions even if they are not duly subscribed by the Buyer.

Any eventual general conditions provided by the Buyer shall not be applicable and valid, not even partially, without a formal acceptance in writing by the Seller.

1.3 Any invalid provision of the present General Conditions shall not affect the validity of the Contract itself. In case of an invalid provision contained in the General Conditions, the Contract will remain in force and the invalid provision shall be deemed as never be contained herein.

1.4 The General and Special Sale Conditions represent the only agreement between the Parties and shall prevail among any oral or written previous agreement entered into between the same Parties.

1.5 Any change or amendment of the present Contract shall be made in written form.

1.6 A waiver by either Party of any breach of any of the provision of the Contract shall not be considered as a waiver of any subsequent breach of such provision or as a waiver of any provision itself.

#### Art. 2 - Order

2.1 The Order shall be deemed valid and accepted by the Seller only when confirmed in writing by the latter and once the confirmation has been sent to the Buyer long with the Special Sale Conditions and the General Sale Conditions.  
Once the Buyer has received the above Conditions, it shall return them to the Seller duly signed and accepted.

2.2 Any Order shall be considered not amendable and irrevocable and it shall not be voidable once it has been confirmed by the Seller.

2.3 Any eventual down payment paid by the Buyer before the delivery of the Plant will be considered as an advance on the total amount due for the Plant.  
Should the Buyer not collect the Plant according to the terms and conditions provided in the Contract, that is, if the Buyer cancels the Order after the moment in which it was confirmed by the Seller, the Seller shall have the right to keep the down payment as penalty, save, in any case, the right to claim for the compensation of any further loss and/or damage.

#### Art. 3 – Plants characteristics – Use and Maintenance Manual – Technical modifications - Seller's intellectual and industrial property right

3.1 Any information concerning the weight, the size, the prices and the productivity, or any other general or technical data of the Plant reported in the leaflets, manuals, catalogs, etc. are to be considered approximate and shall be considered as binding only when referred to in the Special Sale Condition.

The data concerning the power and consumption provided by the Seller and/or by the manufacturers of the engines and the power units are nominal with tolerance limits in compliance with the ISO-CEI-UNI provisions.

3.2 Considering that the Plants and the engines usually provided by the Seller are to be considered standard and current production, the Seller shall not be considered liable for the performance of the engines and the power units if they have been chosen by the Buyer with modification different from the ones furnish by the Seller.

3.3 The Plants are handed over to the Buyer together with the Use and Maintenance Manual. The Buyer is aware that the Manual aforementioned is the exclusive property of the Seller.

All the designs, documents, technical information, the Use and Maintenance Manual and, more in general, all the information granted by the Seller to the Buyer during and after the execution of present Contract are to be considered confidential.

3.4 The Seller has the right, before or after the execution of the Contract, to make any change or modification of the Plant appearing to be necessary or suitable for a best using and functioning of the Plant itself. The technical modifications shall be made at the own discretion of the Seller, been understood that such modifications shall not affect the essential features of the Plant.

3.5 It is understood that all the designs, documents, technical schemes, manuals as well as all the logos, trademarks whether registered or not, symbols, names and any other distinctive signs related and used by the Seller in relation to the Plant - including possible further ones to be adopted in the future - such as any industrial or intellectual property right belonging to the Seller, shall be considered at the sole property of the latter.

3.6 The Buyer shall not, in any case, communicate or disclose in any way to third parties any information that might be useful for and might allow the replication of the Plants.

#### Art. 4 - Delivery

4.1. Save for any contrary agreement, the delivery shall be made "FCA Loaded from Via 1°Maggio,55 Fontanelle (Tv ) Italy" (according to the Incoterms, version 2010), being understood that all the risks concerning the transport of the Plants are at the exclusive charge of the Buyer, even if the transport is organized by the Seller.

4.2. Being understood that the costs of the packing is at the exclusive charge of the Buyer, and that the aforementioned costs are not included in the price of the Plant as better specified in art. 8) of the present General Sale Conditions, the Seller has the right to choose the appropriate kind of packing depending on the transportation needs and requirements. The Seller shall not be responsible for any loss or damage occurred after the handed over of the packed plant to the carrier, being agreed that the packing should be made in an "appropriate" manner. The packing is deemed to be appropriate once the packed plant has been accepted by the carrier.

#### 4.3. The delivery schedule is to be considered approximate and not binding for the Seller.

This notwithstanding, should the Seller not be able to deliver the Plants on the scheduled time, it shall inform the Buyer of the delay, as soon as possible in writing, and communicate it the new forecasted date of delivery.

Only when the delay is due to the Seller and when this delay exceeds 8 weeks, the Buyer can:

- terminate the Contract having as object the Plants which delivery is delayed, with a 10 days advance written notice to be sent to the Seller;
- ask for a refund for the damages occurred and proved that in any case should not exceed the 5% of the price of the Plants.

4.4. In the case where the delay of the delivery is due to a situation for which the Seller is not responsible, or "force majeure", or it is due to strikes, involving the Seller and/or his suppliers, or the carrier, or when the delay is due to the modifications operated by the Seller according to article 3.4, or when the delay is due to the Buyer, the Seller has the right to delay the delivery, or to partially execute the Contract or, if this partial execution is not possible, to terminate the Contract itself.

4.5. Safe the case where the delay is due to fraud or gross negligence of the Seller, the refund shall be limited to the price of the Plants (net of the costs of packaging).

4.6. In the case where the delay of the delivery is due to the Buyer, the Seller has the right to ask the Buyer for the refund of the expenses incurred due to the delay (as, an example: storage costs).

#### Art. 5 - Warranty

5.1. The warranty provided by the Seller, concerns only new Plants, as accepted and bought by the Buyer.

The Seller will have the choice, at his own discretion, to replace or to repair the defective Plant. The replacement or repair of the defective Plant shall take place only in the centers authorized by the Seller, as soon as possible and within the time agreed time by time.

According to the present Contract and to the effects of the present warranty, "defective Plant" means only a Plant affected by defects derived from the manufacturing and design process of the Plant or defects affecting the material, been understood these defects are directly and strictly related to the Seller liability.

The Seller reserves the right to repair or replace the Plants directly at his head quarter located in Fontanelle (Treviso) - Italia

5.2. The present warranty has a validity of 12 months from the delivery of the Plants, provided that such defects have been promptly notified to the Seller in writing by registered letter no later than 30 days after the discovery of the defect.

5.3. The present warranty (implying the substitution or repair of the plant) represents the only warranty provided by the Seller and substitute and replace any other warranty or liability of the Seller provided by law and deriving or arising from the defective Plants (examples: refunds and recall of the Plants), safe the case of gross negligence or fraud of the Seller.

In particular, the Buyer shall have no right to lay any claim for damages, reduction of price, loss of income, loss of clients, or termination of the Contract against the Seller. Once the warranty time has expired, the Buyer shall have no more right to lay claim against the Seller.

5.4. The above mentioned warranty, shall not be valid and thus not applicable in the following cases:

- if the Buyer has modified or repaired the Plant without a prior authorization of the Seller;
- if the Plant has not been used or managed according to the Contract terms and the prescriptions provided in the Use and Maintenance Manual;
- if the Buyer has not used fuel or gear lubricants indicated in the Use and Maintenance Manual;
- if the defects have been caused by the Buyer's unskillfulness in the use, by overloading, by wear and tear caused by use extended in time, or by an inappropriate use of Plant;
- if the Plant has not been object of the maintenance and/or lubrication services at the times foreseen in the " Use and Maintenance Manual " handed over with the Plant, or if these measures have not exclusively been taken by the specialized staff of the Seller or other staff authorized by the latter;
- If the Plant has been used for hours beyond the time provided in the Use and Maintenance Manual;
- if not original spare parts have been used, if repairs or modifications have been executed by a staff not authorized by the Seller.
- if the place of use of the Plant should be different from the one agreed, or if it should be subject to variations, if it should be placed in areas inaccessible to normal vehicles, if it should take place in dusty places, salty climates, in presence of corrosive substances, high humidity, heavy environmental conditions - low temperatures (inferior than 0 degrees Celsius) or high temperatures (superior to + 30 degrees Celsius)

5.5. It is understood that, according to the present warranty, the Sellers obligation will be limited to repairing and/or replacing the defective Plants.

Therefore, if the Buyer asks for the replacement or repair of the warranted Plant at the place where the Plant has been installed, the travel and transportation expenses and all the other expenses supported by the Seller, included the expenses for the authorized personnel, shall be at the exclusive charge of the Buyer.

If the Plant or part of it has to be transported to the head quarter of the Seller, all the consequent expenses (included the lifting, transport, custom duties and expenses) are at the exclusive charge of the Buyer, who will also undertakes to obtain all the required authorizations.

5.6. Any eventual claim or contestation laid by the Buyer will not give to the latter the right to suspend or delay neither the payments of the Plant claimed nor any other delivery.

5.7. The present warranty will expire after one year from the delivery of the Plant and any replacement or repair according to the present warranty does not imply the renewal of the warranty in relation to the replaced or repaired Plant or part of it.

#### Art. 6 - Seller's liability

The Seller is not responsible for any loss or damage whether direct or indirect occurred to things, animals and persons if:

- a.) the damage or loss is due to:
  - I) negligence, unskillfulness, inappropriate use of the Plant by the Buyer or its agents or personnel;
  - II) lack or inappropriate maintenance;
  - III) modifications or repairs not authorized by the Seller;



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- IV) not compliance with the Use and Maintenance Manual handed over with the Plant;
  - V) use of not original spare parts, or repair executed in the service centers not authorized by the Seller;
  - VI) not compliance with safety rules and regulations.
  - b.) according to the technical and scientific knowledge at the time of the delivery of the Plant or of the original spare parts, the Plant or the spare parts could not be considered as defective;
  - c.) the Plant has not been used by a duly informed and trained personnel;
  - d.) The person damaged, knowing the defect of the Plant, has ignored that defect and thus voluntary exposed himself to a danger;
- In all the aforementioned cases the Buyer undertakes to guaranty the Seller against all the claim laid by third Parties for whatever reason.

**Art. 7 - Second-hand Plants**

- 7.1. The Warranty regulated above in art. 5 of the present Contract is not applicable to second-hand Plants that are delivered by the Seller. Those Plants are deemed acquired by the Seller in the condition they were in at the time of the delivery, as they have been looked at and accepted.
- 7.2. In no case, the following components are object to any kind of warranty: the starting battery, the electronic components, the instruments, and, furthermore, all parts the revision and replacement of which is part of the ordinary or extraordinary maintenance measures (e.g. the loss of oil or liquid, the replacement of coupling boxes, gaskets, settings, adjustments, etc.).

**Art. 8 - Prices and payment conditions**

- 8.1. The price of the Plants and of the spare parts are not including packaging, delivery, transport costs, customs duty, VAT, or other taxes on business, nor duties, the setting-up, the assembly and the installation.  
The price of the Plants shall be considered fixed and invariable if the delivery takes place within 120 days from the Order; in case of deliveries behind the time limit aforementioned, for which delay the Seller is not responsible according to art. 4.4. of the present General Sale Conditions, the price-list in force at the time of the delivery shall be applied.
- 8.2. The Buyer shall not claim any eventual non-fulfillment of the Seller if it has not made regular payments. In any case, an eventual non-fulfillment of the Seller shall not enable the Buyer to suspend or delay the payments, totally or partially.
- 8.3. In case of delay or lack of payment at the established dates, or in the case where the financial situation of the Buyer might go to the detriment of the credit of the Seller, the Seller shall have the right to suspend any further delivery and/or to cancel any eventual Order still to be executed. After fifteen (15) days from the date established for the payment, if the payment has not yet been performed, the Seller is entitled to issue a Bill of exchange payable at sight that the Buyer, by signing the present General Sale Conditions, declares to accept and thus authorizes, including the expenses.
- 8.4. In case of delay of the payment, safe for what is stated in the precedent clause, a moratory interest determined on the basis of the current interest rate established by the European Central Bank increased by 2 (two) points shall be calculated automatically on the sum overdue and not paid, without prior notice.

**Art. 9 - Retention of title**

It is agreed that the delivered Plant remains in the property of the Seller until the payment has been entirely fulfilled and received by the Seller.  
In any case, all risks connected to the Plants will be transfer to the Buyer with the delivery.

**Art. 10 - Assembly - Installation and authorizations**

- 10.1. The eventual installation of the Plants executed by the Seller, and the eventual request of further supply of Plants or extra performances, services and Plants are regulated by the attached "A", which is to be deemed as an integral part of the present Contract.
- 10.2. Save any contrary agreement set forth in the Special Sale Conditions, the setting-up, the assembly and the installation of the Plant shall be made under the exclusive liability and charge of the Buyer.
- 10.3. Being understood that the Plant cannot be moved and is not self-propelled to the effect of the European Directive 2000/14/Ec and following amendments, the aforementioned Directive shall not apply.
- 10.4. The Buyer is obliged to take charge of the eventual present or future duties regarding the Plants. It has to fulfill the requests of the authorities for the authorization of the importation, the installation, and the provided use of the Plants.  
In any case the Buyer shall expressly exempt the Seller about all the above mentioned duties and liabilities.

**Art. 11 - Privacy**

- 11.1. Personal data will be processed in full compliance with the legislation on the protection of personal data, in particular with EU Regulation 2016/679 and with Legislative Decree 196/2003 and subsequent amendments, for the fulfillment of the obligations arising from this contract and for the compliance with legal obligations. All the details are available on the company website (address <https://www.visa.it/en/legal-notice>), a copy of the document can be requested from VISA Spa by sending a request to the email address [visa@visa.it](mailto:visa@visa.it).

**Art. 12 - Compliance with law and regulations**

- 12.1. The Seller declares that all the Plant complies with all the prescribed and applicable Italian and EU regulations and laws at the time of the Order.
- 12.2. In any case, the Seller shall not be considered liable for any restriction, penalty and not compliance with any regulation, rule, or law of the country of destination of the Plant included but not limited to quota, customs, labeling, packaging, voltage, technical and electrical requirements unless a written specific and detailed Buyer's request is included and set forth in the Special Sale Conditions.
- 12.3 The Buyer represents that neither it nor one or more entities owning a total of 50% or more of the Buyer: i) are in a location embargoed under United States, European Union, United Nations, United Kingdom, or other applicable economic sanctions, such as Iran, North Korea, Cuba, the Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), or Crimea regions of Ukraine, or Syria ("Sanctioned Location"); or ii) are listed on any restricted parties list issued by any United States, European Union, United Kingdom, or other applicable governmental entity or international organization ("Restricted Parties Lists"). The Seller is subject to the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) and European Union sanctions laws and regulations. As such, the Buyer shall not, directly or indirectly, distribute [Seller's Products] or provide any related services to or through

any Sanctioned Location; to any individual or entity on any Restricted Parties Lists; or in violation of any other applicable United States, European Union, or other applicable trade restriction. Buyer shall secure, and provide Seller with a copy of, a completed End-User Statement from all third party purchasers of [Seller's Products]. Buyer further represents that it will indemnify and hold harmless the Seller from any and all claims, losses, damages, liabilities, expenses and costs of whatever nature, including reasonable attorneys' fees and expenses, arising out of Buyer's i) non-compliance with applicable trade controls; or 2) a violation of Buyer's obligations under Art. 13 of this Contract. In the case that Buyer makes a sale in violation of Art. 13 of this Contract, Seller has the right to terminate the Contract with immediate effect and collect any and all outstanding payment obligations owed under the Contract.

- 12.4 Code of Ethics and Model 231 - Visa has approved and adopted the Organizational, Management and Control Model pursuant to Legislative Decree no. 231/2001 ("Model 231") and its own Code of Ethics ("Code of Ethics"). The Buyer declares to be aware of the legislation under Legislative Decree no. 231/2001 and to have reviewed the principles of Model 231 and Visa's Code of Ethics, available for consultation on the website <https://www.visa.it>. The Buyer undertakes not to engage in, promote or facilitate, through its activities or behaviors, any act that could constitute a crime or a violation of the principles of Model 231 and Visa's Code of Ethics. Any breach of these principles and provisions by the Purchaser shall constitute a material breach of contract and grounds for early termination of the contract by Visa, without prejudice to Visa's right to seek compensation for any damages suffered. Furthermore, the Buyer agrees to promptly inform Visa of any actual or potential situation that could constitute a violation of the principles of Model 231 or the Code of Ethics, through the "Whistleblowing Policy" channel available on the website <https://www.visa.it>.

**Art. 13 - Dual-use**

- 13.1. The refusal and/or export ban decisions, or any other kind of measures that could limit or forbid the exportation of the Plants of the Seller from Italy or from any other countries of the European Union, issued from the competent Italian and/or European Union and/or another European Union member State Authority, against the Seller could lead, first to the suspension and, eventually, to the total cancellation and/or annulment of the order, without the Seller being responsible of such events and thus being the latter exempted from any liability, even in terms of damages.
- 13.2 The Buyer that declares to be aware of the European Union legislation regarding the transfer of dual-use technology, recognizes and thus grants expressly to the Seller the above said right of suspension and eventually of cancellation and/or annulment of the Buyer order, in case of a ban decision of the Public Authority. With the cancellation and/or annulment of the Order, the Seller shall return to the Client any account which should have been paid by the latter, without any neither interest nor revaluation obligation.
- 13.3 The Buyer assures and guarantees that the Plants of the Seller are bought only and exclusively for civil use and that it is absolutely excluded any other different kind of use. Moreover, the Buyer declares and thus assures and, by so doing undertakes the obligation also on behalf of third parties, that the Plants will not be re-exported outside its own country.

**Art. 14 - Eventual resale of the Plants**

The Seller - in the case where the Buyer is a retailer or a dealer - will provide for a not binding price list where the minimum resale prices are indicated, being understood that the Buyer is free to determine its own prices, this notwithstanding the Buyer will try to comply as much as possible with the prices suggested by the Seller.

**Art. 15 - Applicable law - Jurisdiction**

- 15.1. The present Contract is governed by the United Nations Convention on International sale of Goods (Vienna Convention 1980), and with respect to matters not covered by such Convention, by the law of Italy.
- 15.2. The competent law court of Treviso (Italy), the place where the Seller has its registered office, shall have exclusive jurisdiction in any action arising out of or in connection with this Contract.  
The Seller has the exclusive right to bring its action before the competent court of the place where the Buyer has its registered office.

Date and signature of the Seller

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Date and signature of the Buyer

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The Parties declare to be fully aware of the above sale conditions and to expressly accept the following clauses according to Art. 1341 e 1342 of the Italian Civil Code:  
 Art. 2) Order; art.4) Delivery; art. 5) Warranty; art. 6) Seller's Liability; art. 7) Second-hand Plants; art. 8) Prices and payment conditions; art. 9) Retention of title; art. 10) Assembly - Installation and authorization; art.12) Compliance with law and regulations; art. 13) Dual-use; art. 14) Eventual resale of the Plants; art.15 Applicable law - Jurisdiction.

Signature and stamp of the Seller

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Signature and stamp of the Buyer

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