COEL MOTORI – GENERAL SALES CONDITIONS rev0 010707

These General Conditions of Sale ("GCS") shall apply to the sale of all products, components, and services referred to as "Products") proposed or sold by the Seller to the Client. Said GCS shall also apply to all quotation or offers made by the Seller, and are an integral part of all orders.

The Products and services sold pursuant to these GCS may under no circumstances be used for applications in the nuclear field, as such sales expressly fall under technical specifications and specific contracts that the Seller reserves the right to refuse.

II – ORDERS

All orders, even those taken by the Seller's agents and representatives, and regardless of the transmission method, shall only bind the Seller after written acceptance thereby of the order.
The Seller reserves the option of modifying the characteristics of its Products without notice. However, the Client shall retain the possibility of specifying the characteristics on which its commitment is contingent.
In the absence of any such express stipulation, the Client may not refuse delivery of new, modified Products.
The Seller may not be held liable for an unsatisfactory selection of Products if said selection results from conditions of use that are incomplete and/or mistaken, or not disclosed to the Seller by the Client.
Except in the event of a stipulation to the contrary, the offers and quotations remitted by the Seller shall only be valid for thirty days as from the date on which they are drawn up. Where the Products must comply with standards, specific regulations and/or be received by control and inspection agencies, the price request must be accompanied by the technical specification, all terms and conditions the Seller must comply with. Reference shall be made thereto on the quotation or offer. Approval and attendance costs shall always be borne by the Client.

III - PRICES

Tariffs are expressed exclusive of tax and may be revised without notice.
Prices are either deemed to be firm for the period of validity specified on the quotation.
All additional costs, in particular approval costs, specific checks, etc., shall be invoiced in addition.

IV - DELIVERY

The Products shall be dispatched according to the conditions stated on the order acknowledgement issued by the Seller for all orders of Products.
Except in the event of a provision to the contrary, the Products shall always be transported at the risk of the addressee. In all cases, it shall be the responsibility of the addressee to make any claims to the carrier.
If the provisions concerning transportation are amended by the Client subsequent to the acceptance of the order, the Seller reserves the right to invoice any supplemental costs that may result there from.
Except in the event of a contractual or statutory obligation to the contrary, packaging shall not be returnable.
In the event that a delivery of Products is delayed for a reason not attributable to the Seller, the Products stored on the Seller's premises shall be insured at the exclusive risk of the Client.

V - DELIVERY TIME

The Seller shall only be bound by the delivery time mentioned on its order acknowledgement. Said delivery time shall only start to run as from the date of issuance of the order acknowledgement by the Seller, and subject to the fulfilment of the conditions provided for on the confirmation receipt, in particular receipt of the down payment for the order, notification of the opening of an operative irrevocable and confirmed documentary credit that complies in all respects to the Seller's request (*in particular regarding the amount , currency, validity and licence*), acceptance of the payment conditions accompanied by the implementation of any guarantees requested, etc.

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Exceeding delivery time shall not grant the Client entitlement to damages and/or penalties. Delivery confirmation is anyway indicative and not binding.
Except in the event of a specific condition to the contrary, the Seller reserves the right to make partial deliveries. Delivery times shall be interrupted by right and without the need for any judicial formalities, by any failure to pay or late payment by the Client.

VI - TESTS
The Products manufactured by the Seller are checked and tested before leaving its factories. Clients may be present at said tests if specified on the order.

Specific tests and/or trials, as well as approval of Products, requested by the Client, whether carried out on the Client's premises or in the Seller's factories, on site, or by control and inspection agencies, must be specified on the order and are always at Client's cost.
Prototypes for Products specially developed or adapted for a Client must be qualified by the Client before serial production in order to ensure that it is compatible with the other components that make up its equipment, and that it is adapted to the intended use. Said qualification will also enable the Client to ensure that the Products comply with the technical specification. In this respect, the Client and Seller shall sign a Product Approval Form in two original, one of which shall be retained by the Client and one by the Seller.
In the event that the Client requires delivery without having firstly qualified the Products, said Products shall be delivered as they stand and shall always be deemed to be prototypes ; the Client shall then be solely liable for using the Products or delivering them to its own clients.
However, the Seller may also decide not to deliver the Products that have not received the Client's prior approval.

VII - PAYMENT CONDITIONS
All sales shall be deemed to be completed and payable at the Seller's registered office, without any possible derogation, regardless of the payment method, where the contract was concluded and where delivery was made. Where the Client is located out of Italian territory, invoices shall be payable in cash upon receipt, or by a bank draft or a bill of exchange, within 30 (thirty) days net.
Except in the event of provisions to the contrary, where the Client is located outside of Italian Territory, invoices shall be payable in cash against remittance of shipping documents, or by irrevocable documentary credit confirmed by a first rate Italian bank, at Client's cost.
Payment shall be understood to mean the funds being made available on the Seller's bank account and must imperatively be made in the invoicing currency.
In case of late payment, the seller will apply relative extra costs.

VIII - CONFIDENTIALITY
Each of the parties undertakes to maintain the confidentiality of all technical, trade, financial or other information received from the other party, whether orally, in writing or by any other means of communication, when any order is negotiated and/or fulfilled.
This confidentiality obligation shall apply throughout the period during which the order is fulfilled and for 5 (five) years subsequent to completion or cancellation thereof, regardless of the reasons therefore.

IX - INDUSTRIAL AND INTELLECTUAL PROPERTY
Data, studies, results, information, whether patentable or not obtained by the Seller when any order is fulfilled shall remain the exclusive property of the Seller.
With the exception of instruction and maintenance manuals, documents of any nature remitted to the Client shall remain the exclusive property of the Seller and must be returned to it upon request, even if the Client was invoiced for part of the cost of the study, and said documents may not be disclosed to third parties or used without the Seller's prior written agreement.

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X - CANCELLATION / TERMINATION

The Seller reserves the right to cancel or terminate immediately, at the Seller's discretion, by right and without the need for any judicial formalities, the contract in the event of failure to pay any portion whatsoever of the price, when due, or in the event of any breach of any of the Client's contractual obligations. Down payments and any amount already paid shall remain in Seller's hands in the form of indemnities, without prejudice to the Seller's right to claim damages. In the event that the contract is cancelled, the Products must be returned to the Seller immediately, regardless of where the Products are located, at Client's expense and risk, under penalty of 10% (*ten per cent*) of the value thereof, per week's delay.

XI - WARRANTY

The Seller warrants the Products against all operating defects caused by a material or manufacturing fault, for a period of twelve months as from the invoice date, unless a different statutory provision subsequently applies, under the conditions defined below.

The warranty may only be triggered insofar as the Products have been stored, used and maintained in accordance with the Seller's instructions and manuals. The warranty does not apply where the defect results, in particular, from :

- inadequate monitoring, maintenance or storage
- normal wear and tear on the Products
- servicing or modification of the Products without the Seller's prior written authorisation
- abnormal use of the Products or use of the Products for a purpose other than that intended
- faulty installation of the Products on the premises of the Client and/or the end user
- failure by the Client to disclose the purpose or conditions of use of the Products
- failure to use genuine spare parts
- force major or any event that is beyond the control of the Seller.

In any case, the warranty is limited to the replacement or repair of the parts or Products deemed faulty by the Seller's technical departments.

If the repair is entrusted to a third party, the repair shall only be carried, out once the Seller has agreed to the quotation for the repair.

All Products returns must have been given the Seller's prior, written authorisation.

The Products to be repaired must be dispatched carriage paid, to the address given by the Seller. If the products are not accepted under warranty, their return to the Client shall be invoiced to the Client or the end user.

This warranty shall apply to the Seller's Products that are made readily available and therefore does not cover the de-installation and reinstallation of said Products in the equipment into which it is mounted and not cover any carriage costs.

Repair, modification or replacement of any part or Product during the warranty period may not result in the warranty period being extended.

The provisions of this article constitute the Seller's sole obligation concerning the warranty of the Products delivered.

II - SPARE PARTS AND ACCESSORIES

Spare parts and accessories shall be supplied upon request, to the extent of their availability. Associated costs shall be invoiced in addition.

The Seller reserves the right to require a minimum quantity or invoicing amount per order.

XII - FORCE MAJEURE

With the exception of the Client's obligation to pay the monies owed to the Seller in respect of an order, the Client and Seller may not be held liable for the total or partial failure to perform their contractual obligations if such failure results from the occurrence of a major force. Delays or disturbances in production that totally or partially result from war (whether declared or not), terrorist act, strikes, riots, accidents, fires, floods, natural disasters, transportation delays, shortage of components or materials, governmental decision or action (including prohibition on import/export or the withdrawal of an import/ export licence) shall, in particular, be deemed a major force.

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If one of the parties is delayed or prevented from performing its obligations by reason of this Article for a period in excess of 180 consecutive days, each party may then terminate, by right and without any need for judicial formalities, the unperformed part of the order, by written notice to the other party, without liability. However, the Client shall be required to pay the price agreed pertaining to the Products already delivered on the date of termination.

XIII - PROHIBITION ON UNLAWFUL PAYMENTS

The Client shall refrain from being engaged in any activity that would expose the Seller or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes or gifts of an obviously unreasonable amount, to any government or agency officials, to political parties or their officials or candidates for public office, or to any employee of any customer or supplier.

XIV- DISPUTES

THIS CONTRACT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ITALY.

HOWEVER, THE SUPPLIER RESERVES THE EXCLUSIVE RIGHTTO BRING THE DISPUTE TO THE COMPETENT COURTS

Moreno Mozzati
Managing Director

15th of January 2025

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