



GENERAL TERMS & CONDITIONS OF SALE

1. Subject matter and effectiveness of the GTCS

1.1 The present general terms and conditions of sale ("GTCS") apply to all the orders, offers, order confirmations, contracts or agreements otherwise identified (collectively as the "Agreement/s") concerning the sale of all products and related services ("Products/s") supplied by GEO.COIL srl a socio unico ("GEOCOIL") in favour of its customers ("Customer/s" and, together with GEOCOIL, the "Parties") and regulate all the sales with each Customer without the need of express recall and for all aspects not otherwise regulated in the Agreement.

1.2 The GTCS prevail over any other document of the Customer, including any general agreement conditions of the Customer, to which the Customer declares to waive.

2. Products, offers and orders

2.1 The Products are especially designed for the Customer, which, in case it provides for the order through the IT applications made available by GEOCOIL (software, portals, DLL, websites, etc.), is the only liable subject for the informed and correct use of such means, particularly with reference to the correct entry of all the required data and information and to the technical evaluation of the information generated by them and eventually indicated in the purchase order. GEOCOIL does not undertake any liability in relation to a possible improper or inefficient use of such software tools by the Customer, as well as in case of mistakes generated by the systems, notwithstanding the undertaking, as much as possible, of indicating and suggesting to the Customer possible defects and/or useful revisions before the realization of the Products. GEOCOIL anyway reserves the right to apply to the ordered Products all the modifications that, without altering their essential features, are necessary or suitable for their better realization and operation.

2.2 GEOCOIL's offers and the Customer's orders become binding for GEOCOIL only after order's confirmation or in case GEOCOIL anyway starts the relevant performance. Information concerning the Products contained in price lists, catalogues or other documents or generated using the IT applications, also through *on-line* modality, does not bind GEOCOIL in any way whatsoever, which reserves the right to make possible modifications without this leading to any liability of GEOCOIL itself.

3. Delivery of the Products and transfer of risks

3.1 Possible delivery terms indicated in the agreements are to be deemed as indicative. It is GEOCOIL responsibility to strive to comply with delivery requirements and to inform the Customer about possible delays. Indemnification, reimbursements or other claims from the Customer owing to the lack of compliance with the delivery terms are excluded.

3.2 The Products, except for the case of different provisions of the Agreement, are carried at Customer's risk and, therefore, the transfer from GEOCOIL to the Customer of the risk relating to loss, damage, theft, destruction or other similar events that may affect the Products occurs when the Products are made available by GEOCOIL for the relevant collection at its warehouse in Artegna or at other place agreed on, also in case the delivery is managed by GEOCOIL. As to the international sales, delivery will be regulated according to the

Incoterms® published by the C.C.I. (latest available edition) and it will occur on "EXW" basis.

3.3 From the point of the delivery of the Products, the Customer takes all responsibility in relation to the possession of the Products, including, by way of example, those relating to their use and those deriving from compliance with the obligations imposed by the applicable legislation in the destination country, undertaking to keep GEOCOIL harmless and indemnified with such respect. It is in any case excluded, also before the delivery of the Products, the possibility for the Customer of avoiding its own obligations of receiving and paying the Products in all the cases in which the occurrence of an event or of a circumstance, also not traceable back

to it, may affect, directly or indirectly, the usability by the Customer and/or by third parties of the Products and, in general, of the services rendered by GEOCOIL. The above since the purpose and the reasons of purchase of the Products by the Customer, as well as any type of use of the Products by the Customer itself in the period following their delivery, do not concern GEOCOIL.

4. Packaging

4.1 The Products are packed with standard packaging typologies depending on the type of shipping. Possible specific needs, also in relation to national regulations, have to be previously required by the Customer and agreed on in the Agreement. If the Products are delivered in packaging to be returned to GEOCOIL, the packaging itself exclusively belongs to GEOCOIL and has to be returned at the Customer's care and expenses not later than 60 days from the delivery. The Customer always takes charge of the costs of disposal of the packaging and of the liability for the management thereof pursuant to national and/or local legislation.

5. Price, payments and reservation of ownership

5.1 The Customer is required to pay the price indicated by GEOCOIL at the time of Agreement in Euro (€), unless another currency is agreed on in the Agreement. The indicated price has always to be considered net of any applicable tax and/or burden.

5.2 The Products are invoiced within the terms provided for by the legislation in force. Unless otherwise specified in the Agreement, the payments of the price, both down payments and balance payments, must be made within 30 days from the invoice date within the end of the month. In case a payment is not made within the indicated period, the Customer is required, from the day following the expiration term, to pay interest on the amount due determined to the maximum extent permitted by the applicable legislation, also pursuant to the Directive 2000/35/EC. Possible claims forwarded by the Customer pursuant to following art. 6 do not in any case allow the Customer to suspend or to delay the payment of the Products in any way whatsoever, even in case the Products are completely or partially interested by the claims.

5.3 Given the provisions of above articles 3.2 and 3.3, any Product delivered to the Customer on the basis of the Agreement belongs to GEOCOIL until the payment of the whole relevant price. Until said moment, the Customer undertakes not to burden the Products with warranty rights or otherwise transfer them to third parties, under penalty of compensation of all the damages suffered by GEOCOIL. In the event that the Customer has made use of the Products, GEOCOIL's rights also extend to the good or goods resulting from such use, having the Customer to comply with the instructions that it will receive from GEOCOIL in this regard until the full payment of what is due is made.

6. Warranty

6.1 GEOCOIL exclusively warrants that the offered Products are realised in compliance with the EU legislation in force at the time of the production, endowed if required with the EC marking and in compliance with the technical specifications mentioned by GEOCOIL in the Agreement, any other warranty being excluded (including the suitability for a determined or specific use, the compliance with specific national or local provisions different from the ones in force in the EU, aesthetic defects traceable back to the productive process not affecting the correct functioning of the Products), even in case it is provided for by the legislation applicable to the Products.

6.2 The warranty will operate for 24 months from the date of delivery. Any possible claim by the Customer in relation to an assumed non-compliance with the present warranty has to be in any case communicated in writing to GEOCOIL within and not later than 8 days beginning from (i) the delivery of the Product, in case of defects apparent or identifiable through a diligent check of the Product, which the Customer has to make without any delay; (ii) the occurrence of the defect, in all the other cases covered by the present warranty.



The claim has to indicate the necessary details for the identification of the affected Product (in particular, order's details, order's confirmation, transport document and invoice, if already available) and the relevant problems (full description of the claimed defect, photos and any other information necessary for understanding the relevant causes and nature). Customer must also provide all the further information and/or documentation required by GEOCOIL with such respect. The lack of claim within the above mentioned terms, as well as the refusal of cooperation of the Customer as to GEOCOIL's requests will be considered as full acceptance of the Products with consequent expiration of the present warranty.

6.3 In case a remote analysis of the problem is not sufficient, GEOCOIL can decide to send its appointees to the place where the Product affected by the claim is located. The Customer has to ascertain that the Product is immediately accessible and ready for the inspection and for the possible restoration, if necessary dismantling it from the plant where it is installed, also warranting the existence of all the safety measures and conditions required by the applicable legislation for the access and the intervention of GEOCOIL's appointees. In case, in GEOCOIL's opinion, the inspection or the restoration is not possible, the Customer has to send the Product at its care and expenses to GEOCOIL's plant or to another place indicated by GEOCOIL. In case of confirmation of operativity of the warranty by GEOCOIL, the cost of the transport inside the EU territory can be subsequently reimbursed to the Customer.

6.4. The warranty at issue is always excluded when: 1) the Customer is unable to prove that it has stored and treated correctly the Product, that it has not altered, dismantled, repaired and/or modified it, also through third parties' intervention; 2) one or more of the notes contained in the installation and maintenance manual of the Product was not complied with; 3) the Product was used improperly or it was used in environmental or functioning conditions and/or for purposes different from those for which it was projected; 4) the Product is damaged or weakened owing to corrosion phenomena; 5) the Customer, upon express and motivated request of GEOCOIL, refuses to return the Product deemed as defective and/or to supply information and/or documentation required by GEOCOIL; 6) the Product is not rendered available for inspection or is not timely sent to GEOCOIL as above indicated.

6.5 GEOCOIL reserves the right to recall all the defective Products, in particular if their malfunctioning is due to reasons not easily identifiable and/or resolvable, undertaking the Customer to warrant all the cooperation required with such respect.

6.6 All the restorations made under warranty have themselves the same warranty applicable to the Products.

7. Remedies and limitation of liability

7.1 GEOCOIL's liability for all the obligations arising out of the Agreement or in any case connected to it, including the warranty under the above art. 6, is in any case limited, at GEOCOIL's option, to the restoration of the interested Product, to its replacement, to the reduction or the reimbursement of the price relating to the Product at issue, with express exclusion of any other reimbursement, indemnification and/or compensation of other damages (direct and/or indirect), expenses, cost and/or losses possibly suffered or borne by the Customer, also in relation to the equipment/plants, also of third parties, inside which the Products are installed. GEOCOIL is never liable for compensation requests of any amount and nature proposed by third parties in relation to the Products, undertaking the Customer to keep GEOCOIL harmless and indemnified with this respect.

7.2 The Customer acknowledges that the restorations under warranty may cause aesthetic defects to the Product, as well as minor alterations of the technical features, it being understood that GEOCOIL, if required by the Customer, undertakes to replace the Product in those cases in which the restoration operations significantly modify its performances.

8. Intellectual Property

8.1 The sale of the Products in no way authorises the Customer, unless otherwise agreed in writing, to make use of registered trademarks or of other distinctive names or signs of GEOCOIL and does not result in any transfer to the Customer of any rights on them.

8.2 When IT instruments under above art. 2 belonging to GEOCOIL or to its controlled/connected companies are made available to the Customer and used by it for free, also in pre-sale phase, no transfer to the Customer itself of any rights on them occurs. While using said instruments the Customer undertakes to comply with the attached license agreement, to be deemed as herein written and totally accepted by the Customer.

9. Export/import compliance

9.1 The Customer undertakes to comply with the laws, the regulations and the restrictive measures generally considered applicable as to export and import, including, by way of example, those applicable to goods, services and technologies of US or EU and those limiting or forbidding export, re-export or transfer for specific final uses (including, but not limited to, those related to the proliferation of nuclear weapons, maritime nuclear propulsion, missiles, missile systems, unmanned aerial vehicles or chemical or biological weapons) or towards certain end users ("**Export Laws**"). The Customer declares and warrants that it did not violate and that it will not violate for all of the Agreement's duration any international restrictive provision, that it was not sanctioned, that it does not control or it is not controlled and/or managed and/or represented by a sanctioned subject, as well as that it has no commercial relationships with sanctioned subjects (i.e. customers and/or agents), undertaking, otherwise, to inform timely GEOCOIL.

9.2 The Customer must compensate and keep GEOCOIL harmless and indemnified as to any loss, expense, damage, sanction, fee or cost (including legal and judicial expenses) or liabilities of any nature arising out of, referring to, or resulting from a violation of the present clause or of possible applicable Export Laws.

10. Force majeure

10.1 GEOCOIL cannot be held in breach or anyway liable towards the Customer as to any of its contractual obligations in case of occurrence of events and circumstances beyond the reasonable control of GEOCOIL which may delay, prevent (totally, partially or temporarily) the fulfilment of its obligations (including, by way of example, new legislative provisions or regulations of the national or foreign Authorities, natural events, strikes, epidemics and pandemics, fires, plants' failures, unavailability or difficulty in receiving raw materials, wars, embargo or other restrictive measures that may affect GEOCOIL's performance; "**Force Majeure Event/s**"). GEOCOIL undertakes to inform the Customer timely of the occurrence of a Force Majeure Event and of its possible termination, as well as to strive in a reasonable way in order to restart the performance as soon as possible; the possible agreed terms for the performance of the Agreement (including shipping and deliveries) have to be deemed as postponed for a period at least equal to the duration of the Force Majeure Event.

10.2 In case the Force Majeure Event lasts more than 90 days after the above communication, GEOCOIL has the right to withdraw from the Agreement without any obligation or liability towards the Customer. Nonetheless, in case the Force Majeure Event concerns both Parties and GEOCOIL, at the time of the occurrence of said event, had already borne documentable costs for the performance of the Agreement and it is not able to address the Products, semifinished products and/or the already purchased materials to the realization of other products, such costs, upon request of GEOCOIL, shall be totally reimbursed by the Customer, also through direct deduction on the possible down payments already made by the Customer.

11. Safeguard clause

11.1 If, after the issuance of the offer or after the execution of the



GEO.COIL srl a socio unico
 COSTRUZIONE SCAMBIATORI TERMICI
 Via Buja n. 6 33011 Artegna (UD) – Italy
 Tel. +39 0432 977135 – fax +39 0432 977528
 info@geocoil.com – www.geocoil.com

CCIAA R.E.A. UDINE N° 235325 REG. IMP. UDINE N° 02098420306
 COD. FIC. E P. IVA IT 02098420306 CAP. SOC. € 10'000 i.v.

Agreement, GEOCOIL should undergo a significant increase of the production costs generally considered (including *utilities*, as electric energy and methane) and/or for the supply of raw materials which the Products are manufactured from (including the transport costs or the provision of new duties for goods' export/import) owing to circumstances independent from one's will, the Parties, upon request of GEOCOIL, undertake to meet and to renegotiate in good faith the content of the undertakings with a proportional adjustment of the price of the Products.

12. Termination and suspension

12.1 The Contract will be automatically terminated in the event of non-compliance, by the Customer, with any or one of the following provisions of the GTCS: art. 1.2 (Effectiveness of the SGV); art. 3.3 (Collection of the Products); art. 5.2 (Payments); art. 9.1 (Export/Import); art. 10.2 (Costs reimbursement); 11.1 (Price adjustment); 13.5 (Prohibition of Agreement's assignment). Termination will occur automatically if GEOCOIL declares to the Customer that it intends to avail itself of the present termination clause.

12.2 Except for what provided for by art. 5.2, in the event that the Customer is late with the payment or the status of its economic condition, in GEOCOIL's reasonable judgment, threatens its ability to comply timely with the obligations, GEOCOIL may suspend the performance of the Agreement, communicating it to the Customer, until the missing payments are received in full or the Customer's economic conditions are considered satisfactory. After 15 days from the communication GEOCOIL has the right of withdrawing from the Agreement and any payment pending at that time is immediately required. The above with exclusion of any liability for damages, expenses, costs or other burdens possibly suffered by the Customer as consequence of the exercise of said rights.

13. Miscellaneous provisions

13.1 The Parties mutually acknowledge that, only for the purposes of the performance of the Agreement, they can exchange and

Pursuant and for the purposes of articles 1341 and 1342 of the Civil Code, the following clauses are specifically approved in writing: art. 1 (Effectiveness of the GTCS); art. 2 (Products, offers and orders); art. 3 (Delivery, transfer of risks); articles. 5.2 and 5.3 (Delay payments, reserve of ownership); art. 6 (Warranty); art. 7 (Remedies, limitation of liability); art. 9 (Export/import); art. 10.2 (Withdrawal, reimbursement); art. 11 (Safeguard clause); art. 12.2 (Suspension); articles 13.2, 13.3, 13.4 and 13.5 (Communications, writing form, replacement of clauses and assignment prohibition); art. 14.2 (Exclusive jurisdiction).

Place: _____ - Date: ____/____/____

Stamp and signature Customer: _____

process personal data as provided for in the Regulation 2016/679/CE (GDPR) and in the Legislative Decree No. 196/2003 (Privacy Code), warranting the compliance with said legislation.

13.2 All the communications in relation to the performance of the Agreement shall be made in writing and sent by fax, e-mail, mail or courier, but always in a way giving evidence by way of receipt.

13.3 Any modification or addition to the Agreement and/or to the GTCS may take place only if approved in writing.

13.4 Any possible invalidity or ineffectiveness of single clauses of the Agreement or of GTCS will not result in the invalidity or in the ineffectiveness of the whole Agreement or GTCS, undertaking the Parties to replace any possible invalid or ineffective clauses with other valid and effective ones having as close content as possible to them.

13.5 The Customer may not assign the Agreement to third parties without DBM's prior written consent.

14. Applicable law and exclusive jurisdiction

14.1 The applicable law is the Italian law, with express exclusion of the Wien Convention of 1980 on the international sale of goods.

14.2 The Court of Milan shall be exclusively competent for any dispute that may arise in connection with the Agreement and/or with the GTCS, including those relating to their validity, interpretation, performance and/or termination, if not amicably settled between the parties.

Place: _____ - Date: ____/____/____

Stamp and signature Customer: _____