

## **GENERAL CONDITIONS OF SALE**

**1) ORDER AND ACCEPTANCE** - The sale of our products is governed exclusively by these general conditions; any changes, additions, waivers and / or cancellations must be agreed solely in writing and expressly accepted by Conigliaro S.r.l. In particular, if any claims for cancellation are received by Conigliaro S.r.l. for production already begun, the vendor company reserves the right to refuse or accept them after partial payment of the supply according to the state of progress in production. The special terms (quantity, price, payment methods, etc.) of individual orders will be those indicated in the individual offers sent by Conigliaro s.r.l. ; Orders will only be accepted if they comply with the offers. These general conditions of sale are indicated on the back of each bid and order confirmation sent by Conigliaro S.r.l. and they are an integral and essential part; they are also posted on the vendor's website ([www.ergycon.com](http://www.ergycon.com)); the order conforming to the offer of Conigliaro S.r.l. assumes, even in the absence of subscription, the knowledge and acceptance of these general conditions.

These general sales conditions will also prevail over any other terms or conditions indicated by the customer.

**1) PRIVACY KNOW-HOW - DRAWINGS - TECHNICAL DOCUMENTS** - The customer undertakes to maintain absolutely confidential any technical and commercial information and any other information that he / she would be aware of during the contractual relationship, without prejudice to the rights of the vendor to the compensation of damages in case of violation by the customer; Similarly, all technical or commercial documents, drawings, projects that the bunny S.r.l. should exchange with the customer in the execution of the contract. In the event that any customer's reported technical or commercial information and / or information is in breach of industrial property right or know-how or third party trademarks and / or patents, the Conigliaro S.r.l. is in no way responsible for such breaches and in the event that the vendor is involved in third parties' complaints and / or actions for breaches of trademarks, patents, know-how or other industrial secrets resulting from information and / or documents received by the customer, the latter undertakes to keep the Conigliaro Srl unprotected and hold from any economic claim for compensation and any direct and / or indirect cost.

**2) DELIVERY AND TRANSPORT** - La Conigliaro S.r.l. undertakes to comply with the delivery terms indicated in the order confirmation which in any case are never intended as essential but are purely indicative. In the case of any written agreement of essential delivery time, the Conigliaro S.r.l. it is not considered responsible for any delays in delivery due to force majeure and / or for fortuitous and extraordinary events (eg claims, strikes, transportation interruption, natural disasters, difficulty finding raw materials, objective impossibility of operating the plants production, etc). The carriage of the goods is always incurred and the total risk of the customer, irrespective of the modes of transport and payment; even in the hypothesis that, merely as courtesy, the Conigliaro S.r.l. directly responsible for the organization of transport on behalf of the customer, the related risk will be borne by the customer, expressly exempt from any responsibility for the Conigliaro S.r.l. for damage caused by transport, unless otherwise agreed in writing.

**3) PAYMENT METHODS AND DELAYS** - Prices and methods of payment are those indicated in the offers of Conigliaro S.r.l. and, if carried out by representatives and / or distributors, are binding only after confirmation and acceptance by the vendor company.

Failure or delayed payment of the price at the deadlines agreed in the order will entitle Conigliaro S.r.l. to request the interest due and not paid default interest at the rate determined pursuant to Legislative Decree 9 October 2002, no. 231, as from the date of expiry of the agreed deadline. In the event of a non-payment of a single installment of the agreed maturity price, the customer will cease to benefit from the extended

payment and will be required to pay the full price both for orders already executed and for those in delivery; the Conigliaro S.r.l. he may also invoke artt. 1460 and 1461 c.c. and to suspend any ongoing deliveries relating to one or more orders already confirmed by Conigliaro Srl, if the delay in payment does not relate to the fulfillment of the client, subject to the discretion of the vendor, the power to resolve the contract of sale under Art. 1456 c.c. .. La Conigliaro S.r.l. It also reserves the discretionary power to modify the terms of payment already agreed upon and accepted between the parties relating to one or more orders already confirmed by the vendor company, in the event of payment by the customer.

**4) RECESS** - La Conigliaro S.r.l. may withdraw at any time from the sales contract and stop the deliveries of the goods, without any penalties and / or indemnities, any obligation to repay any advance payments received in the event of a protest, the initiation of monitory, ordinary and / or concourse proceedings , also extra-judicially charged by the customer, as well as in case of serious and repeated grievance.

**5) QUALITY OF GOODS** - All the products of the Conigliaro S.r.l. are subject to quality control plans along the entire manufacturing process in accordance with internal procedures; any request for attestation of conformity and / or test certificate in respect of the supply must be expressly and in advance indicated in the order. Any tolerance and / or variation of the product may result from the nature of the product and are recognized by the industrial practices in use in the industry without any recognition of liability by the vendor.

**6) RESPONSIBILITY FOR VIZES AND / OR FAILURES OF THE PRODUCT** - Since the application and installation of wind turbines and their operation is subject to numerous variables (product destination, compatibility with the plant / destination machine, conditions custody and deposit by the customer, etc) that are outside the selling company and for which it has no power to intervene, Conigliaro Srl you are not liable for any defects or defects of the products sold.

In particular:

(a) Conigliaro S.r.l., in the use of raw materials of quality, can not be held liable for any defects and / or defects in the raw material used for its products;

b) the Conigliaro S.r.l. no responsibility is assumed regarding the last destination of the product, for which the customer acts and chooses in full autonomy and awareness, ie the vendor company is not responsible for the suitability or not of the product with respect to the cd. "Operating conditions" for which the customer is solely responsible;

c) the Conigliaro S.r.l. it is not responsible for any defects or defects in the product resulting from abnormal deterioration, neglect of customer custody, misapplication and / or installation, replacement and / or maintenance by a third party for chemical, mechanical and / or electrical goods outside the product as well as sold.

**7) WARRANTY** - Except in cases of exclusion of any liability referred to in point 8 above, the Conigliaro S.r.l. responds to any defects and / or defects of the products sold by limiting their replacement at no additional cost or, at the request of the seller, to the refund of the price paid upon return of the goods. Nothing is acknowledged by the vendor for any direct damage to the plant or the end product of the customer.

This guarantee shall apply provided that:

(a) the customer denounces in writing within 8 days of delivery the defects and / or defects of the products if they are obvious and / or obvious;

b) the customer denies in writing within 30 days of discovery the defects and / or defects of the products occurring or, in any case, apparent after their use and in any case not later than one year after delivery;

c) the customer has provided the appropriate and sufficient "technical specifications" with respect to which the product conforms, without notice the final product application;

d) the customer has used the product in accordance with the correct technical instructions and instructions.

In the event of a dispute about the existence of the defect and/or defect reported by the customer, this warranty will be void if the customer has not kept for at least 90 days from the complaint the spoiled and / or defective product for contradictory verification between the parties or if within a year of delivery the customer has not established a suitable pre-education procedure pursuant to art. 696 c.p.c .

In any case, the Conigliaro s.r.l. does not respond to any indirect damages related to loss of profit or decrease in production.

**8) REGULATORY RULES** - This sales contract is governed by the general terms and conditions set forth herein and not expressly set forth in the sales rules contained in the Civil Code (Article 1470 et seq.).

**9) TREATMENT OF PERSONAL DATA D.Lgs. 196/2003** - The customer authorizes Conigliaro S.r.l. (\*) to the processing, communication and dissemination of personal data for all contractual / contractual requirements /obligations as well as to enable more effective management of contractual and commercial relationships including technical up-dated advertising. Data may be processed in writing, paper, magnetic, electronic or telematic media.

**10) COMPETENT OFFICE** - Any dispute concerning the interpretation and / or execution of the sales contract shall be expressly determined and expressly accepted by the parties of the exclusive jurisdiction of the Agrigento Forum. This sales contract is also governed solely by the Italian Law.

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(\*) The holder of the personal data processing is Conigliaro S.r.l., Via Roma 63 Porto Empedocle (AG), in person of the legal pro tempore representative.