

Company Name: _____

Name of legal representative: _____

Company Address: _____

Object: GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION

- 1.1. These general sales conditions (hereinafter, "*General Conditions*") regulate the sales by ECLISSE Srl (hereinafter "*ECLISSE*") towards all buyers other than «consumers» as defined by the Italian Consumer Code (Legislative Decree of 6 September 2005, no. 206 as amended and supplemented thereto) (hereinafter, "*Client/s*" and jointly with ECLISSE, the "*Parties*") of ECLISSE products (hereinafter, the "*Products*").
- 1.2. These General Conditions prevail over any purchase, general or special conditions of the Client. They constitute an integral part of all sales contracts of the Products, unless agreed in writing otherwise between the Parties in relation to one or more specific orders.
- 1.3. These General Conditions are effective until they are expressly revoked or replaced

2. ORDERS – CONCLUDING OF THE SALES CONTRACT

- 2.1. Orders are valid and effective only if they are made in writing and forwarded by email; in particular, no telephone orders will be accepted. All orders are subject to express acceptance by ECLISSE which at its own discretion, may apply any discounts or exemptions to these General Conditions.
- 2.2. The acceptance of an order by ECLISSE will take place through a written order confirmation (hereinafter, "*Order Confirmation*"), according to the times set out below:
- a) for **Standard Products** (namely standard products of the international catalogue or standard products by specific country), ECLISSE will forward an order confirmation with a written notice within 3 (three) business days after receipt of order. Failing this, the order will be rejected;
 - b) for **Custom Products** (namely products that are not standard products of the international catalogue or standard products by specific country), ECLISSE will prepare the necessary drawings and send them to the Client so they can be checked accordingly. The Client must then send said drawings to ECLISSE duly stamped and signed for acceptance. In turn, ECLISSE will issue an Order Confirmation within the following 3 (three) business days.

Each sales contract is concluded when the Client receives the Order Confirmation from ECLISSE.

- 2.3. Acceptance of a non-conforming order must be considered as new offer and must be considered accepted by the Client is not disputed within 2 (two) business days after its receipt.
- 2.4. Additions or changes may be implemented to orders already forwarded depending on their processing status and must be approved each time by ECLISSE' Sales Office.
- 2.5. Orders may be cancelled by the Client without incurring any charges, before receiving an Order Confirmation from ECLISSE. In compliance with article 1382 of the Italian Civil Code, if an order is cancelled by the Client after receiving the Order Confirmation, this will result in the application to the Client of the following penalties, without prejudice to ECLISSE's right to claim compensation for additional damages:
- a) for **Standard Products** (namely standard products of the international catalogue or standard products by specific country), ECLISSE will forward an order confirmation with a written notice within 3 (three) business days after receipt of order. Failing this, the order will be rejected;
 - b) for **Custom Products** (namely products that are not Standard Products of the international catalogue or standard products specific by country), in case of cancellation within 3 (three) business days after forwarding of Order Confirmation from ECLISSE, a penalty charge will equal to 50% of the value of the order;
 - c) regardless of the type of Product, in case of cancellation after 3 (three) business days from receipt of Order Confirmation, the penalty charge of 100% of the value of the order will be applied.
- The penalty charges must be paid within 30 (thirty) days after date in which ECLISSE attributes the charges.

3. CHANGES TO THE PRODUCTS

- 3.1. Whenever it is deemed appropriate, ECLISSE reserves the right to make technical changes to improve the Products at any time, even after the conclusion of the sales contract. The data and images shown in the price list and in the entire documentation of ECLISSE must be considered approximately and for illustrative purposes only.

4. PRICES

- 4.1. The price of the Products is shown in the price list in force when the order is forwarded or those negotiated by the Parties and shown in the Order Confirmation. The prices shown in the price list are in Euro, not including VAT. Unless agreed otherwise, prices refer to Products packaged according to industry practices and based on the agreed transportation, it being understood that any other expense (including bank expenses outside Italy, fees or customs duties) or other costs shall be payable by the Client.
- 4.2. ECLISSE has the right to change the prices in the price lists at any time by notifying the updated price lists to the Client in writing and in due course, as well as specify the date in which the prices will become effective.

5. DELIVERY AND RETURNS

- 5.1. In the event that the Parties agree for the Client to collect the Products when the products are ready for dispatch, ECLISSE will provide the Client the necessary information to arrange the collection of the Products

(hereinafter, “*Goods Ready for Collection Notice*” and “*Date of Goods Ready for Dispatch*”). The Client must then notify ECLISSE of the collection date of the Products with a 3 (three) business day notice.

- 5.2. Unless agree otherwise in writing between the Parties, the Client shall collect the Products (or the carrier assigned by the Client) FCA (free carrier) at Pieve di Soligo (TV) Italy (Via Sernaglia, 76 and Via Giovanni Pascoli, 7) – Incoterms 2020 ICC. The risks are transferred to the Client (namely the carrier assigned by the Client) when the Products are delivered.
- 5.3. All expenses and risks associated with a failure to collect the Products by the Client, due to causes not attributed to ECLISSE, shall remain the exclusive responsibility of the Client. If within 10 (ten) business days after the Date of Goods Ready for Dispatch, the Client does not collect the Products, the latter will incur a penalty charge payable to ECLISSE pursuant to article 1382 of the Italian Civil Code, amounting to a sum equals to 1.5% of the agreed price for the ordered Products not collected for each late day, which must be paid within 30 (thirty) days after the date in which ECLISSE attributes the charges, without prejudice to any right of ECLISSE to demand compensation for additional damages.
- 5.4. Notwithstanding the provisions of paragraph 5.3, if the Client fails to collect the Products within 20 (twenty) business days after the Date of Goods Ready for Dispatch, ECLISSE shall have the right to terminate the sales contract pursuant to article 1456 of the Italian Civil Code and the Client will be required to compensate for the damages, in addition to incurring a penalty for the above delay.
- 5.5. In the event that the Parties agree for the Products to be delivered by ECLISSE to a destination indicated by the Client, a possible delivery date of the Products, even if specified in the Order Confirmation, must be considered approximate and as such, not binding on ECLISSE. Except in case of wilful misconduct or gross negligence, any compensation for damages due to a late delivery of the Products will be expressly excluded. In the event that ECLISSE relies on a carrier, the risk of transportation is transferred to the Client when the Products are delivered by ECLISSE to the first carrier; any complaints must be reported by the Client to the carrier within the required times established, informing ECLISSE in writing.
- 5.6. The Client undertakes to promptly provide ECLISSE any document (transportation, customs, etc) that is required for tax purposes and to fulfil obligations of law. In the event that due to a breach of the above, the destination of the goods cannot be proven, ECLISSE will reserve the right to issue an invoice to the Client for the Italian VAT.
- 5.7. The ownership of the Products is transferred to the Client when the Products are delivered. If the Parties agree on payment terms different than those specified in section 6.1, with deferred payment (in whole or in part) with respect to the delivery pursuant to article 1523 of the Italian Civil Code, the ownership of the ordered Products will be transferred to the Client on the date in which the respective price is paid in full.

5.8. It is the Client's duty to check and make ensure that the Products are free from any defects in the shortest time possible after they are received. Any non-conformities must be notified in writing by email to the following address: international.sales@eclisse.it within the maximum deadline of

- i. 8 (eight) days after receipt of the Products on the part of the Client for the so-called "obvious defects" (namely those easily recognisable through a brief examination); or
- ii. 8 (eight) days after discovery, for the so-called "hidden defects" (namely, conformity defects that cannot be detected through a diligent external inspection, but, for example only after the Products are installed or used),

along with each necessary detail to allow an immediate check by ECLISSE; it being understood there is a 1 (one) year limitation period after receipt of the Products.

5.9. If a defect is recognised, ECLISSE may alternatively at its own discretion

- i. reduce the price of a sum equals to the reduction in the value of each defective Product; or
- ii. replace the defective Products with an identical number of Products of the same type, without a defect.

The remedies outlined in letters (i) and (ii) are replaceable, but not additional with respect to the rights envisaged in applicable laws.

In the cases outlined in letters (i) and (ii), ECLISSE may, at its own discretion, request the Client, to either return the defective Product or have the Client dispose of the Product.

ECLISSE does not accept Product returns unless they are authorised in writing beforehand. Returns must in any case be intact (not assembled), packaged (possibly in their original package) and accompanied by a goods return note. Unless otherwise authorised in writing by ECLISSE, custom Products are not accepted or any other made-to-order materials.

In any case, it is forbidden for the Client to install or sell a defective Product, unless authorised in writing by ECLISSE beforehand. The use or installation of Products with obvious defects excludes the possibility for the Client to make objections or complaints regarding said defects.

5.10. Any disputes regarding one particular delivery of Products does not exempt the Client from collecting the remaining quantity of Products scheduled in the same order or from collecting other products from other orders.

To the extent permitted by law, the above excludes any other liability of ECLISSE towards the Client, in any case originated by the supplied Products or their resale. In particular, no compensations can be claimed for direct or indirect damages of any sort that arise from the non-use or limited use of the Products, including by way of example, but not limited to loss of contracts, clients, business opportunities or goodwill or damages to the Client's reputation and the latter may not take recourse action against ECLISSE.

In the event that liability is proven against ECLISSE for damages caused from defects of the Products, ECLISSE shall pay the Client a maximum amount equals to the price paid by the Client to purchase the Products that caused the damage. ECLISSE will not be held liable for any damages that are, directly or indirectly, caused to persons or property as a result of a lack of observing all the instructions specified in the provided

documentation accompanying the Products and in particular those regarding warnings on the installation, use and maintenance.

6. PAYMENTS

- 6.1. Unless agreed otherwise between the Parties, payment of an order must be received in advance in one instalment upon receipt of the ECLISSE's order confirmation.
Payment is considered completed only when the amount is actually available in ECLISSE's current account whose bank details are provided in the Order Confirmation or otherwise notified by ECLISSE. ECLISSE reserves the right not to deliver the Products if payment is not received.
- 6.2. In the event of late payments on the part of the Client with respect to the agreed due dates, without needing for a prior warning or formal notice, legal interests for late payments will be charged to the Client at the legal rate envisaged in article 5 of the Italian Legislative Decree no. 231/2002 as amended thereof.
- 6.3. It is understood between the Parties that any complaints or disputes will not entitle the Client to suspend or otherwise delay payment of the Products being disputed, let alone those of other orders. More generally, no action or exception may be raised or objected by the Client until making full payment of the Products for which said dispute or exemption is being raised. The possibility of offsetting credits of ECLISSE with the price of the Products or with any credits, present or future, claimed from the Client towards ECLISSE is excluded and the Client may not raise any objections whatsoever.

7. INTELLECTUAL PROPERTY

- 7.1. All intellectual and industrial property rights related or associated with the Products, including specifically any trade secrets (hereinafter "*Intellectual Rights*") are the exclusive property of ECLISSE.
- 7.2. The Client may not assert any rights on said Intellectual Property Rights. In compliance with article 1381 of the Italian Civil Code, the Client undertakes not to infringe and must ensure that its employees and staff members do not infringe said Intellectual Property Rights or engage in any unfair competition practices. Said Intellectual Property Rights may not be used by the Client for non-contractual purposes and in any case may not be copied, reproduced, transferred or disclosed to third parties, unless expressly authorised in writing by ECLISSE. ECLISSE does not provide the Client any warranty on the validity or effectiveness of said intellectual rights and will not be held liable in any way towards the Client in relation to said rights.
- 7.3. The Client will not register any Intellectual Property Rights in any jurisdiction or before any authority. The above also includes the ban for the Client to use the name of ECLISSE or any other Intellectual Property Right as name or domain name for websites, webpages or social media, etc.
- 7.4. The Client can only use the Intellectual Property Rights for what is strictly necessary to resell or install the Products. Any other use of the Intellectual Property Rights, including those for advertising purposes, must be agreed beforehand with ECLISSE and authorised in writing by the latter.

7.5. The Client undertakes to inform ECLISSE of any unfair competition practices or infringement of the Industrial Rights of ECLISSE by a third party, as soon as it becomes aware of the fact.

8. DUTY OF CARE

8.1. ECLISSE grants end users (hereinafter, “End Users”) the warranty specified in the following link:
<https://www.eclisse.com/en/company/#certifications>.

8.2. The Client undertakes towards ECLISSE to provide assistance to End Users in relation to the ECLISSE warranty as per the previous section, and in particular

- timely take charge of the reports forwarded by End Users;
- immediately forward to ECLISSE any reports received from End Users;
- assist ECLISSE in honouring the warranty as it is established each time (for example, request additional documentary evidence to End Users; receive from ECLISSE and provide to End Users any replacement products, etc.).

8.3. The Client expressly accepts that the above activities will not be subject to specific payment, as it is calculated in the sales price of the Products, it being understood in any case that expenses to repair or replace Products of End Users will be borne by ECLISSE.

8.4. It is understood between the Parties that the Client shall remain responsible towards its customers, End Users or not, in relation to the sales made.

9. FORCE MAJEURE

9.1. Either Party may not be considered in breach pursuant to these General Conditions if the missed or delayed fulfilment arises from events beyond the reasonable control of the Parties.
Said events include by way of example, but not limited to: storms, flooding, other natural events, fires, explosions, riots, wars or civil disorders, armed conflicts, embargos or other actions or government regulations that ban or hinder either Party the fulfilment of any of the obligations set out in these General Conditions.

10. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS

10.1. The Client is aware of the fact that the exportation of ECLISSE Products outside the European Union or to certain entities or destinations could be subject to inspections by competent authorities.
The Client undertakes to take all the necessary measures to comply with Italian, EU, British or US regulations and laws on export controls and international economic sanctions.

10.2. In the event that the Products purchased from ECLISSE are exported, re-exported or transferred by the Client, the latter undertakes to export, re-export or transferred them to customers that are not subject to restrictive measures on the part of the Italian Republic, the European Union, the UK or the US and that are not held or controlled by persons or entities under such lists.

- 10.3. The Client undertakes to indemnify and hold ECLISSE harmless from any liability, damage, loss or from any prejudicial effect, including costs for clearing the Products through customs that may result from a breach of the obligations of this section or a breach of applicable provisions on export controls and international economic sanctions in relation to the Products purchased from ECLISSE.
- 10.4. The Client undertakes to ensure that any resale agreement regarding the Products regulated by these General Conditions include restrictions and obligations that are identical to those set out in this section.
- 10.5. In the event that the fulfilment of the obligations binding on ECLISSE are hindered or made unreasonably difficult or anti-economic due to the occurrence of the following extenuating circumstances:
- a) any amendments in regulations of the Italian Republic, the EU, the UK or the US, including by way of example, but not limited to the adoption of export control measures or international economic sanctions of any type that have an impact on the obligations of ECLISSE;
 - b) Any change, extension, revision or change in the interpretation or in the established practices by any court or competent authority of laws from the Italian Republic, the EU, the UK or the US in force as of the execution of the sales contract subject to these General Conditions, on export control and on international economic sanctions;
 - c) failure to obtain any authorisation, permit or license required for the effectiveness and execution of the sale of the Products on the part of any competent authority;
 - d) any other event, beyond the control of ECLISSE whether similar or different than the one specified above, that hinders the conclusion of the sale at the conditions agreed originally, due to provisions regarding export controls or international economic sanctions imposed by the Italian Republic, the EU, the UK or the US;
- ECLISSE will notify the Client in writing about the force majeure event and will consult with the Client to decide, in good faith, useful or appropriate measures to take in order to ensure the proper execution of the supply agreement. The fulfilment of the respective obligations of the Parties will be suspended during the consultation period, effective from the notification date of the force majeure event. In the event in which the consultation reveals that the obligations of ECLISSE cannot be performed due to a recognised invalidity or unlawfulness pursuant to applicable law, the sales contract will be terminated without entitling the Client to receive compensation for damages or any other right. In the event in which the fulfilment of the obligations on the part of ECLISSE cannot be considered unlawful or invalid, but become impossible or excessively burdensome, the execution of the contract shall be suspended, effective from the notification date of the Force Majeure Event until the Event is resolved. During the suspension period, ECLISSE and the Client shall take the necessary measures, as reasonably as possible, to mitigate the negative effects of said suspension for each of them.
- 10.6. The Customer agrees not to export, re-export, transfer, sell, or make available, directly or indirectly, to the Russian Federation any item listed in Annexes XI, XX, XXXV, and XL of Regulation (EU) No. 833/2014, as amended, in accordance with the provisions of Article 12-octies of the same Regulation, as well as firearms and ammunition listed in Annex I of Regulation (EU) No. 258/2012, as amended ("*No Russia Clause*"). The Customer also undertakes not to export, re-export, transfer, sell, or make available, directly or indirectly, to Belarus any item included in Annexes XVI, XVII, XXVIII, and XXX of Regulation (EU) No. 765/2006, as amended, in accordance with the provisions of Article 8-octies of the same Regulation, as well as firearms and ammunition listed in Annex I of Regulation (EU) No. 258/2012 and subsequent amendments and additions ("*No Belarus Clause*").

The Customer undertakes to take all necessary measures to comply with Italian, EU, UK, and/or U.S. laws and regulations regarding export controls and international economic sanctions.

11. PERSONAL DATA PROCESSING

11.1. During the course of the contract, personal data and contact details may be provided or made available (personal data, company emails, company telephone numbers, smartphones for business use, etc.) of directors, employees or collaborators of each Party. To that end, each Party undertakes to observe personal data protection regulations in force from time to time.

12. APPLICABLE LAWS – DISPUTES

12.1. The General Conditions and all sales contracts concluded between ECLISSE and Clients are regulated by Italian laws, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), adopted in Vienna in 1980 and conflict of laws rules.

12.2. Any dispute arising from these General Conditions, sales contracts or related thereto shall be resolved exclusively by the Court of Treviso (Italy), notwithstanding the right of ECLISSE to bring action against the Client at the court of the defendant.

13. FINAL PROVISIONS

13.1. In the event that ECLISSE fails to assert the rights envisaged in these General Conditions or in individual sales contract, this shall not imply the acceptance or waiver to enforce said right or the breached provisions and shall not preclude the possibility to enforce said rights or any other rights thereof in its favour envisaged in these General Conditions.

13.2. The Parties expressly acknowledge that on no account, even for conclusive facts, continued and repeated sales of the Products on the part of ECLISSE, shall not imply the granting of exclusive rights to the Client or imply a concession, distribution, agency or collaboration agreement of any other sort.

13.3. These General Conditions were drafted in Italian and translated in English and in case of conflict the Italian version shall prevail over the English version.

13.4. If any provisions of these General Conditions are found to be void or invalid at any time, this shall not affect the validity of the other provisions, which shall remain fully valid and effective.

13.5. In the event that ECLISSE prevails in legal action before any court or arbitration court or in any other proceeding regarding these General Conditions, the Client shall reimburse ECLISSE the reasonable legal expenses incurred by the latter, including proceeding fees, litigation expenses and any other expenses incurred by ECLISSE in relation to said proceeding.

The undersigned company hereby declares the following:

- to have read the general sales conditions of ECLISSE as published on the website of ECLISSE, as well as disclosed specifically in the Quotation;
- in compliance with articles 1341 and 1342 of the Italian Civil Code, to have carefully reviewed and expressly approved the following clauses of these General Conditions:
 - Section 5.4 (Right to terminate the contract unilaterally on the part of ECLISSE);
 - Section 5.5 (Exclusion of liability due to delay in delivery);
 - Section 5.10 (Products Limitation of liability);
 - Section 6.3 (Ban to suspend or delay payments or raise objections or set-offs);
 - Section 10.3 (The Client's indemnification obligation for breaching regulation on exportations and sanctions);
 - Section 12 (Applicable law and exclusive competent court of Treviso).

For specific approval of the above clauses,

Date and Place

_____ , _____

Signature of legal representative
