GENERAL CONDITIONS OF SALES

The present General conditions of sales (also called "**GCS**") define and regulate, without exception, the terms and conditions of any supply made by M.T. Motori Elettrici S.r.l., with registered office in Milan, Corso Venezia 36, fiscal code 00863511200 ("**M.T. Motori Elettrici**"). M.T. Motori Elettrici and the Customer, jointly, the "**Parties**".

Offer process

On customer request, M.T. MOTORI ELETTRICI - directly or through its own sales network - will submit a written proposal for the products required by the Customer ("**Offer**").

M.T. Motori Elettrici undertakes to keep the Offer firm for 30 calendar days, being understood that (i) the Customer shall be free to accept or refuse to accept the offer and that (ii) once this period has expired, the same shall no longer be binding for M.T. Motori Elettrici, which shall therefore have no obligation towards the Customer.

Order process

The purchase order ("Order"), which represent the Customer's confirmation of the Offer, must be formalized to M.T. Motori Elettrici within 30 calendar days as per paragraph 1., on his own letterhead and sent via mail, fax or letter directly to the references mentioned in the offer, making sure to add: (i) offer reference number, (ii) product code, (iii) product description, (iv) required quantity, (v) prices offered, (vi) payment terms and conditions and (viii) delivery terms and conditions.

Whenever, with previous agreement within M.T. Motori Elettrici and the Customer, that an order must be carried out urgently, the order communication all also expressly (viii) state "URGENCY PROCEDURE". In this case, delivery within 5 working days may be agreed between the Parties (i) with an additional 25% charge calculated on the gross "ex works" value of the Order (in addition to the total net amounts) or (ii) delivery within 9 working days with an additional 20% charge calculated on the gross "ex works" value of the Order (in addition to the total net amounts). The Customer is aware and accepts that orders marked with "URGENCY PROCEDURE", if accepted by M.T. Motori Elettrici, can no longer be modified, or cancelled.

It is understood that the delivery date, when expressed in number of days, shall always be understood in terms of working days starting from the day following the date of communication of acceptance of the Order by M.T. Motori Elettrici (the "**Order Confirmation**").

Order confirmation

Product sales process will be considered ended – and shall entail obligations for M.T. Motori Elettrici - only and exclusively when M.T. Motori Elettrici's Order Confirmation must be sent to the Customer.

The Order confirmation on his own letterhead will be sent via mail, fax or letter and must be in accordance with Order sent by the Customer, making sure to include: (i) offer reference number, (ii) product code, (iii) product description, (iv) required quantity, (v) prices offered, (vi) payment terms and conditions and (viii) delivery terms and conditions. Specifically, the latter must necessarily consider any indication as "URGENCY PROCEDURE".

After 2 working days from the Order Confirmation, M.T. Motori Elettrici shall consider the Order confirmed by the Customer and any inaccuracies that may be contained and not contested in written form by the Customer within the already mentioned term shall no longer be contested or cancelled.

Any disputes or corrections requested within 2 working days following the sending of the Order Confirmation shall determine the possibility of revising the Order or the Offer, as necessary.

Price of the products

The Offer and the Order shall contain exclusively the prices foreseen, in the reference period, in the current M.T. Motori Elettrici price lists. If a product is not included in the price lists, the same shall be subject to separate quotation by M.T. Motori Elettrici sales department. M.T. Motori Elettrici reserves the right to periodically review the price lists, which, however, shall not be applicable retroactively to Orders that have already been subject to Order Confirmation by M.T. Motori Elettrici.

The prices indicated in the price lists, in the Offer and in the M.T. Motori Elettrici Order Confirmation are calculated ex-works, net of VAT, any discounts, as well as packaging, shipping and transport costs (which shall be the subject of separate quotation).

Payment and “solve et repete” clause

M.T. Motori Elettrici shall issue the invoice for the Order, at the latest, when the Order is dispatched. Unless otherwise agreed between the Parties, the reference currency shall be exclusively the Euro.

The Order Confirmation shall contain detailed terms and conditions of payment, for which the Customer shall not be able to raise any exception, even in case of total non-fulfilment, to avoid or delay the payment of the price.

Each day of delay in payment with respect to the terms indicated in the Order Confirmation shall entitle M.T. Motori Elettrici to claim from the Customer the payment of interest on arrears.

Shipping and transport

Shipment and transport are carried out by carriers indicated by the Customer or, alternatively, chosen by M.T. Motori Elettrici, it being understood that shipment and transport (i) take place at the expense and risk of the Customer, (ii) are not covered by M.T. Motori Elettrici insurance, (iii) are not guaranteed by M.T. Motori Elettrici and (iv) are always under “ex works" terms.

Terms of delivery

Terms of delivery are listed in the Order Confirmation and, while merely indicative, are to be understood as established unless the occurrence of excusable events, including but not limited to (i) delays by the Customer in providing technical or administrative information necessary for the timely dispatch of the products; (ii) force majeure, by which is meant any act beyond the control of the parties (war; riot; terrorism; civil unrest pandemic and epidemic; government restrictions; prohibitions or decrees of any kind; import or export regulations; obstruction of private or public roads; strikes, lockouts or commercial disputes, whether involving M.T. Motori Elettrici's

employees or those of any other person; difficulties in obtaining labor or materials; machinery breakdown; fire; accident; or adverse weather events); (iii) delays due to third parties or the forwarder.

Claims and / or disputes

The Customer must report in written form any complaints to the after-sales department at the e-mail address commerciale@bermar.it no later than 10 days from the date of delivery. Any claims deriving from defects or faults in the products revealed, by their nature, after the date of delivery, must also be reported to the above address within and no later than 5 days from the date of detection of the defect or fault, and in any case shall be deemed to be such within and no later than the warranty period stated in point 9.

The Customer must report in written form - exclusively by fax, addressed letter or e-mail and no later than 5 calendar days after delivery of the products - any discrepancies (in terms of quality or quantity) with respect to the Order Confirmation. Once the above term has elapsed without notice of any discrepancies, the products must be deemed accepted in the state in which they are found. Any hidden defects must be reported no later than 2 calendar days after discovery and, in any case, no later than 1 month after delivery.

Transportation costs are borne by the Customer unless otherwise agreed to by M.T. MOTORI ELETTRICI and the Customer.
The return of the products by the Customer to M.T. Motori Elettrici may only and exclusively take place in the event of an agreement with M.T. Motori Elettrici, following the notification of discrepancies as per the previous paragraph. It is in any case understood that the return must be made at the care, expense, and risk of the Customer.

Product warranty

M.T. Motori Elettrici guarantees its products, as provided by law, for a period of 1 year from the date of invoice where construction, installation or design defects will be detected. In this case, M.T. Motori Elettrici shall be obliged to repair and, where impossible, replace (at its own expense) the product.

It is in any case understood that M.T. Motori Elettrici cannot in any way be called upon to answer for any damage - direct or indirect, for consequential damage or loss of profit - suffered by the Customer or by third parties.

M.T. Motori Elettrici shall not be liable or provide a guarantee for (i) repairs, modifications or alterations carried out by the Customer (or by unauthorized technicians) without the written consent of M.T. Motori Elettrici, (ii) products without the original M.T. Motori Elettrici factory label, (iii) negligent, improper use or use contrary to the instructions on the use, maintenance and conservation of the products by the Customer and (iv) products for which the Customer has not yet paid the full price. Furthermore, M.T. Motori Elettrici provides no guarantee as for the conformity of their products with the standards and regulations of Countries or States not belonging to the European Community.

Trademarks and intellectual property rights

It is in any case understood by the Customer that M.T. MOTORI ELETTRICI is the sole owner of intellectual and industrial property rights of its products as well their production process and that the purchase of products does not give any right, license, or authorization in favor of the Customer.

Any use of M.T. Motori Elettrici's intellectual and industrial property must be authorized in written form by M.T. Motori Elettrici itself.

Customer non-fulfillment

M.T. Motori Elettrici has the right to suspend the Order or the delivery of products or to demand the return of the same in any case of non-fulfilment or violation by the Client of the obligations undertaken in accordance with these GCS or if M.T. Motori Elettrici has justified reasons to fear a reduction in the financial guarantees provided or general guarantees of the Customer.

General conditions of sales amendment

M.T. Motori Elettrici reserves the right to unilaterally modify the provisions of the GCS, giving notice to the Customer, who shall have 30 calendar days from the communication of the new GCS to express his withdrawal, failing which they shall be deemed accepted and to be applied to any order after the date of transmission of the new GCS to the Customer.

Applicable Law and Jurisdiction

These GCS and any Offer, Order or Order Confirmation must be subject to Italian law. Any dispute relating to them, as to their validity, efficacy, execution, or interpretation shall be submitted exclusively to the jurisdiction of the Court of Milan.