

## **GENERAL CONDITIONS OF SALE AND SUPPLY**

1 – Finalization of contract. The contract is considered finalised when REFRION declares to have accepted the order via written confirmation. The clauses inserted by the purchaser which change or supplement these general conditions of sale and supply are only valid if expressly accepted by REFRION, again via written confirmation. The Client declares to be aware of the content of these general conditions of sale and supply sent with order confirmation and printed on invoices issued by REFRION, and will accept them entirely and without reserve. Changes to the order shall not be accepted after 5 days of dispatch of the confirmation; in case of cancellation, the client shall be required to pay the total amount of the order.

2 – Prices. The sales price is indicated in the order confirmation and is expressed in Euro per product unit, and always excludes VAT, any packaging costs and transport costs, unless otherwise agreed. The indicated prices are only binding for accepted orders. All rights, taxes, duties and similar costs that are required for delivery outside the seller's country are charged to the purchaser. In the event that the seller is required to make said payments, the purchaser shall be liable for their reimbursement against proper documentation. The purchaser must pay all bank charges.

3 – Payments. The methods of payment are indicated in the order confirmation and the payments must be made with the bank named in the invoice. Failure to comply with the agreed payment terms shall entail the application of default interest on the sum due at the rate specified in Article 5 of Legislative Decree 231/2002. In any case, Refrion shall reserve the right to suspend and/or refuse the delivery of goods supplied, or any part thereof, in the absence of, or risk of absence of, guarantees of the solvency of the Client.

4 – Documents. All paper or electronic documents, drawings, data and information which may be delivered to the Client remain the exclusive property of REFRION. All information concerning the know-how and/or patents and/or ornamental models of which Refrion is the owner or licensee, as well as other commercial and business information that the client learns about during the course of any negotiations and execution of the contract shall be deemed confidential and cannot be used either directly or indirectly by the client, except within the limits necessary for correct execution of the contract, nor may they be disclosed to third parties. Confidential data include news relating to installations, means of production and other Refrion business assets, as well as to models and organisation of production and services rendered by Refrion, business initiatives, clients, management and performance of the company, and relationship with third parties, etc. The client undertakes to adopt all reasonable precautions to keep said information secret, also in respect of its own employees, collaborators and subcontractors, in order to ensure their protection.

5 – Product characteristics. REFRION reserves the right to make changes that might be appropriate without altering the fundamental characteristics of the products themselves.

6 – Delivery, transport and packaging: the delivery terms correspond to those indicated in the order confirmation and are always considered indicative and non-binding, unless previously agreed in writing. Delivery is complete when the products are delivered by Refrion to the carrier at its own establishment to forward to the client. Refrion reserves the right to issue an invoice at the moment the goods are prepared. Should the client refuse to receive the products made available according to these arrangements, Refrion shall still be entitled to payment at the agreed price. In case of non-collection of the goods within five days from the date of their availability, Refrion shall have the

option to deposit the products in storage at the risk and expense of the client. Refrion reserves the right to extend the terms of delivery, with no obligation whatsoever to pay any compensation, in the following cases: a) force majeure, such as, for example, strikes, lack or shortage of energy, fire in the Refrion company and/or any event not attributable to the latter; b) failure, inaccuracy or delay by the client in transmitting the necessary information for execution of the order; c) any changes accepted by Refrion after having received the order; d) difficulty in the supply of raw materials. The delivery to the Client, to the carrier, or to the person in charge of transport automatically results in the transfer of risk of partial or total decay to the Client. Any delay in delivery may not result in penalties, or in damages, or in effective interest, or in termination, even partial, of the contract to be borne by Refrion. In the event that Refrion has to delay delivery of the product with respect to the planned deadline, upon request of the client or due to the client, even indirectly, any and all additional costs, such as storage, handling, transport, etc. are to be paid by the purchaser. Unless otherwise agreed in writing, the goods are delivered Incoterms 2010 Ex Works-DDU and always travel at the risk of the client. The goods prepared for the agreed date are considered the client's property from the same day, and are therefore considered in storage at the REFRION establishment until the moment of withdrawal itself. Any insurance of the product during transport is borne by the client. The client is responsible for the customs clearance of the goods and for any ancillary operation, in addition to payment of custom duties and taxes. Refrion packages the Products for delivery in the most appropriate manner, and is not liable for any damage, breakage, tampering and shortfalls that may occur after delivery to the carrier. The packaging is carried out according to user experience, unless otherwise requested specifically by the client and specifically formulated in writing in the order and formally approved by Refrion. Any claims or disputes arising out of, or connected to, the transport and/or complementary operations and/or subsequent to it, shall be proposed exclusively by the client against the carrier or any third party responsible. Refrion is exonerated of any responsibility for loss or damages caused by inaccurate transport or handling. Any anticipation of insurance transport costs by Refrion, unless claimed against the client, does not change the place of delivery and the transfer of ownership, which remain fixed at the place of delivery of the goods to the carrier.

## 7 – Warranty and liability.

7.1 The merchandise is guaranteed free of defects and non-conformities. The Client must inform, in written and documented form, any defect or non-conformity within and no later than 8 days from delivery for any obvious defects and within one week of detection of any non-obvious defects. After such period, the warranty will be immediately invalidated. The warranty period is 24 months from the date of invoice. With the exception of electrical and electronic components, for any and all other products, components or parts thereof, the client is entitled to the repair or supply only of the non-compliant component (in the event it cannot be repaired) at the sole discretion of Refrion and at no additional cost... (transport, reprocessing...) or compensation. In the case of electrical and electronic components, such as fans, inverter switch regulators, or parts thereof, for which the Client has promptly reported a defect relative to the component itself in written and documented form, Refrion shall guarantee the supply "Incoterms 2010 DDP free of delivery" of only the non-compliant electric component without any additional cost or compensation. The client must, in any case, make the material available should Refrion, at its sole discretion, request its return within 90 days of delivery of the component being substituted in order to conduct analyses. If the documented outcome of the analyses shows that the defect

is caused by a failure to comply with point 7.2, or, if after a request for return of the defective material according to the above-mentioned terms, the client does not return the defective component, it shall automatically be charged for the costs of material and of all the incidental expenses incurred. Any complaint regarding a single delivery of goods does not release the purchaser from the obligation to collect the remaining quantity of goods within the limits of the order or commitment.

7.2 Exclusions: The warranty under this article 7 shall not apply in the event of default due to the following:

- shipping of the product, and in any case when, at the moment of delivery, the Client has not made written reservations (for free deliveries)
- improper use of the product
- non-compliance with Refrion's instructions with regards to the installation, operation, use, care and maintenance of the product.
- product changed by the Client or by other third parties outside the scope of Refrion's instructions, without formal authorization received from Refrion.
- If not previously agreed, damages caused by corrosion.

Without prejudice to the above points, Refrion is not responsible for any consequent direct and/or indirect damage, or for any lack of client profit. In any case, Refrion's liability may never exceed the amount of the price of the defective product.

8 – Returns. Refrion does not accept returns unless previously authorised. These must be unequivocally identified with a Refrion document number both on the packaging of the returned merchandise as well as on the shipping document. In the absence of these conditions, the goods shall be automatically returned to the sender, along with the costs thereof.

In the case of authorised returns, these can only be performed carriage paid to our warehouse (with the means chosen by the client); unless otherwise agreed in writing, the defective material must be sent care of our warehouse within and no later than 30 days from the receipt of the substitute material. The goods owned by the client sent to Refrion shall travel at the expense and risk of the sender. Before being sent to Refrion, returned merchandise must be packaged in such a way as to avoid any form of damage during transport. If, at the time of acceptance, unsuitable packaging is detected and/or the goods were in some way damaged during transport, Refrion shall immediately report the problem to the client and shall not proceed with any further analyses, processing or any unloading, without written feedback from the client.

9 - Jurisdiction. Any dispute concerning this transaction, even if arising with foreign entities or for goods supplied from abroad, is governed by the relevant Italian legislation in force, and belongs to the exclusive jurisdiction of the Court of Udine, with the exclusion of any other Court.

10 – Privacy policy. By accepting the order, the client expressly confirms to have read and to be aware of the information prospectus related to the treatment of personal data adopted by the REFRION group, in accordance with Legislative Decree 196/2003.

The Client declares to have read and agreed to the present conditions, referred to on the reverse of the order confirmation, which complement each other, approving all of the points listed on it and on which it specifically expresse.