



GENERAL CONDITIONS OF SALE

1) Premises

These general conditions of sale (hereinafter "Conditions") apply to the contractual relationship between Kajiwara Italia (hereinafter "the Company") and its customers (hereinafter "the Customer").

The Company has made the conditions known also by publishing them on the company website (www.zuccatoenergia.it) in the "documents" section.

The General Conditions of Sale, together with the contractual documentation and any additional conditions, represent the entirety of the agreements between the Company and the Customer.

The contract is concluded upon receipt by the Company of the Offer and the General Conditions of Sale, which are an integral part thereof, duly signed by the Customer for acceptance.

Upon receipt of the signed Offer and Conditions, the Company shall send the Customer an Order Confirmation with the main terms of the contract and the indicative delivery date of the Products, together with a pro-forma invoice for the advance payment, plus VAT, which has to be made by the Customer upon Order Confirmation.

The Customer shall return a signed copy of the Order Confirmation to the Company, and shall pay the amount indicated in the Pro-forma Invoice without delay. In case of delay, the Company's obligations will remain suspended until the advance payment has been received by the Company.

2) Products

The Products are provided by the Company to be stored, kept, and maintained following the Company's instructions. The Customer shall be familiar with such instructions and assumes full responsibility for the selection of the Products concerning the conditions of use, operation, and environmental conditions at its facilities.

Models, drawings, illustrations, and instructions prepared by the Company are the exclusive property of the Company and the Customer may not transfer them to third parties for any reason whatsoever. The Customer acknowledges that the industrial property rights of the products are held by the Company and undertakes not to copy and/or reproduce the Products or parts thereof in any way, not even through a third party.

3) Price and payment terms

The sale price, net of taxes borne by the Customer, is intended for delivery ex-warehouse of the Company. Transport costs are charged to the Customer, unless otherwise agreed.

The terms and methods of payment indicated in the invoice are binding and no different conditions will be accepted unless expressly agreed with the Company. In case of non-payment or delayed or incorrect payment, the Company reserves the right to suspend and/or cancel the supplies being shipped and any other order already confirmed. If the Customer does not pay the amount due within 30 days from the due date, the Company is entitled to terminate the Contract as provided in clause 11 hereunder. In the case of payment by instalments, in the event of non-payment or late or incorrect payment of even just one instalment, the Customer will lose the benefit of the term and the Company may demand full payment of the remaining amount due to it.

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Cap. Soc. € 300000 i.v.
CCIA REA N. MI-2755513
CF, P. IVA e Reg. Imp. N. 13990850961

The Company considers valid only payments made through a bank, it being agreed that all bank commissions relating thereto shall remain to the exclusive charge of the Customer. In any case, no person is authorized to receive payments on behalf of the Company, with the exception for those persons who have a specific and explicit written mandate by the Company.

It is expressly excluded the possibility for the Customer to suspend the payment of any amounts due to the Company based on alleged or actual claims for any reason. Therefore, in the event of disputes, even judicial, arising between the parties, the customer must first fulfill its obligations.

In any case of delay concerning the terms of payment agreed upon, interest calculated in accordance with the provisions of Legislative Decree no. 231 of 9 October 2002 of the Italian Law, will accrue in favor of the Company, without the need for a formal notice. This is without prejudice to any further or different right of the Company.

4) Sale with retention of title in case of payment by instalments of the price

In case of payment by instalments of the purchase price, the sale of the Products will be made with retention of title in favor of the Company, according to art. 1523 et seq. of the Italian Civil Code. The Customer, therefore acquires ownership of the Products upon payment of the last instalment of the price but assumes the risks from the moment of delivery. In the case of payment by instalments of the price, the Customer shall not be entitled to any compensation for any damages, of whatever nature, suffered before the transfer of ownership in its favor.

5) Delivery

Unless expressly agreed otherwise, delivery of the Products to the Customer, packaged according to custom, is intended Ex Works. Delivery is intended to be made when the goods leave the Company's premises to be shipped (by the Company's trusted courier in the name and on behalf of the customer).

The risks pass to the Customer at the moment of delivery of the goods to the first carrier, at the Company's plant.

In case the Customer organizes the transport for the collection of the goods, the Company will provide the notice of goods ready for shipment by e-mail. After fifteen days from the date of notice of goods ready, the delivery is considered accomplished regardless of the actual collection by the customer, and the Company, at its sole discretion, may proceed with the billing of the goods. Moreover, the Company reserves the right to subordinate the release of the goods to the payment of an indemnity, for the expenses of custody of the goods, amounting to 150.00 euros for each day of downtime.

The Company's liability shall cease upon notice that the goods are ready.

No price reduction will be applied in case of delayed delivery due to force majeure, including delays due to strikes, shortage of material or delays in the supply of components by third suppliers, and to any other cause not attributable or beyond the control of the Company.

The Customer's right to cancel the order for delays in delivery is expressly excluded.

The Parties agree that the delivery terms indicated in the Order Confirmation are merely indicative and non-essential. Therefore, any delays in delivery shall not constitute a material breach and shall not entitle the other Party to terminate the contract pursuant to Articles 1453 et seq. of the Italian Civil Code, nor give rise to any claim for damages, except in cases of wilful misconduct or gross negligence by the Company.

The Customer upon receipt of the goods will be required to verify the materials and, in case of damage and/or apparent defects, shall submit a timely complaint directly to the carrier and/or shipper by making specific written notice on the transport document. The Company does not accept complaints related to lack of products inside the packaging if not noted in writing on the transport document. Claims are accepted not later than 8 (eight) days from the date of delivery, indicated in the transport document, and they must clearly state the matter of the claim.

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The Company does not accept returns of material except in the following cases: technical non-compliance, malfunctions, non-conformity between what was ordered and received. In any case, the return of the materials must be previously authorized by the Company.

6) Warranties and Liability

The Company guarantees that at the time of delivery the products are free of defects in material or workmanship and conform to the characteristics required and verified in contradiction with the Customer during the Functional Test carried out at the Company's test area. Without prejudice to the Customer's compliance with the process data provided for in the offer, the Company guarantees the products for 14 (fourteen) months from their delivery also through the monitoring of the same remotely through a special internet connection that the Customer agrees to allow for the duration of the warranty period. In the absence of remote connection, the Customer undertakes to constantly monitor (24 hours a day) the products for the entire warranty period and, if necessary, to remove the installed products and transport them to the Kajiwara Italia factory at its care and expense. Any claim of the Customer for defects of the products or differences between the ordered products and the delivered products must be sent in writing by registered letter with return receipt or by registered email within 8 (eight) days from the discovery and, in any case, within fourteen months from the delivery of the products. The Company, when it recognizes the existence of the defect promptly reported, is obliged, with the express exclusion of any other right of the customer, to restore and/or replace defective products. In case of replacement, the Company will invoice the replaced products and issue a credit note against the return of the defective products at their original contract price. Delivery, as well as installation costs if to be performed by the Company, have to be considered at Customer expenses.

It is excluded any right of the Customer to compensation for any damages, whether direct or indirect, suffered as a result of product defects or differences between the ordered products and the delivered products.

Excluded from any warranty, however, are products that have been installed or used or stored in a manner that does not comply with the Company's instructions or that have suffered accidents after delivery or that have been modified by technicians not authorized by the Company and/or have in any case suffered damage attributable solely to the Customer. All electrical equipment for which a functional test is provided at start-up are also expressly excluded from any warranty. In the aforementioned cases of exclusion, any technical intervention of restoration/repair will be regularly invoiced by the Company.

7) Functional testing performed at the company's test area

Functional testing shall be carried out between the Customer and the Company in the latter's plant; at the end of the testing, a test report shall be signed by both parties. Any disputes concerning the functioning of the product shall be recorded at the time of testing. Should a malfunction in the system emerge during testing, Kajiwara Italia will have 30 days to resolve the problem encountered, without incurring any penalties in the event of a delay in delivery. Disputes of a technical nature shall be resolved by means of a special expert's report by a technical expert in the specific sector to which the dispute relates, appointed by common agreement between the parties or, in the event of disagreement, appointed by the Verona Order of Engineers.

8) Startup and adjustment

The Company will request the Customer to complete a checklist before organizing the start-up. The Company will commence planning the start-up operation only upon the completion of all activities listed in the checklist by the Customer. A time frame of 2 to 3 weeks will be reserved by the Company for organizing the start-up trip, beginning from the receipt of the completed checklist.

The Company is available to attend the first start-up of the Products (Start-up) at Customer's plant, without any additional cost for the Customer except for flights, transport, food and accommodation of Kajiwara Italia personnel in

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charge of the start-up, by making available its technicians for a maximum of 40 hours per person, divided into 8 hours per day for 5 working days. Should additional hours or days be needed to complete the start-up activity, or should a second visit be necessary, due to reasons beyond Kajiwara Italia's control, any cost related to transport, food, accommodation and personnel cost will have to be borne entirely by the Customer.

If the Company finds that the requirements necessary for Start-up and/or the commissioning and adjustment phase are missing, it will immediately notify the Customer by registered letter or registered email, indicating which requirements are missing and the reasons why it has not been possible to conclude the operations.

If the contract foresees the expiry of an instalment payment at the time of Start-up, the date of Start-up must be agreed upon between the Customer and the Company, and both parties must be present and a report will be signed to acknowledge the Start-up. In the event of disagreement between the Customer and the Company, Start-up shall be deemed to have taken place 60 (sixty) days after delivery of the Products and the Company may demand payment of the instalment due.

During the commissioning and adjustment phase, the Customer undertakes to make available to the Company all means and materials at its disposal to facilitate commissioning and adjustment as much as possible. The Customer is obliged to allow the Company's employees access to his plant and to coordinate the necessary workers and/or other technical personnel at his own expense to conclude the commissioning and adjustment phase as soon as possible.

9) Advertisement

The Customer hereby consents to the dissemination, for advertising purposes only, of photographs and films of the Products installed at its plant, taken by any suitable means by the Company. For the same purpose, the Customer also agrees to allow potential customers of the Company to visit the Products installed at its plant, only if accompanied by the Company's employees and after arranging an appointment with a minimum of one week notice. The Company will also provide a list of potential visitors for approval prior to the visit. The Customer retains the right to decline the visit if they believe it could adversely impact their business activities.

10) Limitation of liability

Without prejudice to what is already provided for in the previous art. 4 and 6 above and in the offer, the Company shall not be held liable to the Customer for failure or delay in the performance of its obligations arising from unforeseen circumstances or force majeure, including strikes, fires, floods, sabotage, hacking, epidemics, wars explosions or embargoes, riots, even of a local nature, lockouts, reductions in working hours, limitations on electricity consumption, stops at customs, lack of necessary raw materials on the markets, or any other cause not attributable to or beyond the control of the Company.

The standard warranty of the Company's Products replaces and excludes any other legal, conventional or customary warranty, whether express or implied. Furthermore, the Company does not assume any obligations other than those expressly provided for in the contract, any different and contrary provision of the law being understood as not applicable.

Except in cases of fraud or gross negligence and except as otherwise provided by mandatory rules of law, or expressly stated in the order confirmation, the Company assumes no responsibility for direct and/or indirect damage of any kind suffered by the Customer and/or third parties.

11) Express termination clause

Without prejudice to any of its other rights, the Company may terminate the contract with immediate effect pursuant to article 1456 of the Italian Civil Code, by giving notice of termination to the Customer by registered letter with acknowledgement of receipt or by certified e-mail with acknowledgement of receipt, in the following events: (i) non-payment of one single instalment, if such instalment remains unpaid for more than 30 days after its due date; or (ii) the

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Customer is put into liquidation, declared bankrupt, or admitted into receivership, arrangement with creditors, or other insolvency proceedings.

In case of termination of the contract due to the Customer's default, in addition to the right to take possession of the Products at the Customer's expense, the Company shall also have the right to retain, as compensation for damages, reimbursement of manufacturing costs, and remuneration for the use of the Products by the Customer, the sums already paid by the Customer up to the date of termination, without prejudice to any other rights and remedies it may have under the applicable law.

The Company, however, may - at its sole discretion - invite the Customer to collect the goods (components or partially assembled units realized with the amounts received), provided all costs relating thereto shall be to the exclusive charge of the Customer.

12) Applicable law

The contract will be interpreted and executed according to Italian law.

13) Place of jurisdiction

For any controversy relating to the contract, the Court of Verona shall have exclusive jurisdiction.

14) General Provisions.

The contract cancels and replaces any other previous agreement, verbal or written, that may have been made on the same subject and constitutes the entire agreement reached between the parties.

Any modification or addition to the contract must be in writing, signed by the parties.

The Customer may not assign or otherwise transfer the contract or the rights and obligations arising from it to third parties without the prior written consent of the Company. The Company may assign the rights arising from the contract to third parties and the Customer gives its prior and unconditional consent to such assignment.

Any tolerance by either party with regard to the conduct of the other party in breach of one or more provisions of the contract shall not be considered a tacit waiver of the rights arising from the provisions in respect of which the breach occurred.

If one or more terms, clauses or conditions of the agreement are invalid or ineffective for any reason whatsoever, such invalidity or ineffectiveness shall not affect the validity and enforceability of the other terms, clauses and conditions of the agreement and the terms, clauses or conditions held to be invalid shall be deemed to be deleted from the agreement.

The Parties hereby undertake to use their best endeavors in good faith to replace the invalid or ineffective terms, clauses and conditions by new clauses to rebalance, where necessary, the interests of the Parties set forth in this agreement.

For any other matter not expressly regulated by these "General Conditions of Sale" reference must be made to the provisions of the Italian Civil Code

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For acceptance

date and place _____

The Customer

The Company

In accordance with and for the purpose of articles 1341 and 1342 of the Italian Civil Code, the Parties after having carefully read and examined the text of the general conditions of sale, declare to expressly accept the following clauses: 2) IP rights; 3) Price and conditions of payment – suspension or cancellation of the order in case of delay; 4) Sale with retention of title in case of payment in instalments of the price; 5) Delivery terms; 6) Warranties and liability; 7) Testing; 8) Start-up and adjustment; 10) Limitation of liability; 11) Express termination clause; 12) Applicable law; 13) Jurisdiction; 14) General provisions.

For acceptance

date and place _____

The Customer

The Company

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