



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY SETTALA GAS S.P.A.

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Settala Gas S.p.A. is a company incorporated under the laws of Italy, registered at the Companies' Register of Milan at n. 1356347 (Tax Code 00849910153, VAT Number 10211830152), with registered office in Settala (Milan), Viale delle Industrie, 18 (hereafter referred to as the "Seller").

1. SCOPE OF APPLICATION

- (i) These General Terms and Conditions of Sale and Delivery (hereinafter "**T&C**") shall apply to all contracts relating to the sale and delivery of products of Settala to its customers (hereinafter, individually, the "**Buyer**" and, together with the Seller, the "**Parties**"), regardless of whether this is a single transaction or a series of transactions based on a framework agreement between the Parties. These T&C shall likewise apply to any and all future business relations with the Buyer, even if not expressly agreed upon again separately. Different terms and conditions shall be agreed in writing and shall only apply to the transaction or transactions for which they have been specifically agreed.
- (ii) Any general terms and conditions of the Buyer shall not be binding on the Seller, unless specifically accepted in writing by the Seller. In any case these T&C shall take priority over the Buyer's different general terms and conditions. They shall also apply in the event that the Seller executes the Buyer's order without expressly objecting contradictory or deviating terms and conditions of the Buyer and/or without repeating its objections to such terms and conditions in the course of continuing business relations.
- (iii) In the event that the goods are delivered to the Buyer in containers rented from the Seller, special terms and conditions for the rental containers (hereinafter "**Rental Containers T&C**") shall also become applicable as part of the contract.

2. CONCLUSION OF CONTRACT

- (i) Offers by the Seller shall be non-binding until the Buyer has received a written confirmation.
- (ii) Orders can be placed by potential Buyers either by telephone, verbally or in writing (by mail, telefax or email) and shall constitute a binding offer. The Seller shall be entitled to accept the order within a period of 10 working days.
- (iii) The contract shall not become effective until the order has been expressly confirmed by the Seller in a written confirmation of order (to be sent by mail, telefax or email). Should the delivery take place without prior written order confirmation, the contract shall take effect upon the delivery. The Seller's written order confirmation shall be authoritative with respect to the content of the contract. Any objection of the Buyer against the content of the order confirmation shall be made without delay and, in any event, within 2 working days of the receipt of the order confirmation, close of business (Italy time). Otherwise, the contract shall become effective in accordance with the order confirmation.
- (iv) Confirmed orders cannot be modified, put on hold or cancelled by the Buyer without the Seller's written approval.
- (v) Verbal or telephone statements of representatives or employees of the Seller shall become binding only if further confirmed in writing (mail, telefax or email).
- (vi) Illustrations, drawings, weight details and descriptions contained in offers, price lists and other general printed material have been prepared and calculated in the best way possible. Nevertheless, they shall not be binding unless expressly specified in writing to be binding.

3. PRICES

- (i) The Seller's quotations shall be valid for a period of 30 days, unless otherwise agreed by the Seller in writing. Unless otherwise agreed, prices are quoted in Euro ex works, exclusive of value added tax and exclusive of rental charges for the Seller's containers, where applicable.
- (ii) The price payable by the Buyer, in the absence of a valid quotation, shall be the normal price applicable to the goods at the date of the conclusion of the contract.



4. PAYMENT CONDITIONS, LATE PAYMENT AND TERMINATION

- (i) Unless otherwise agreed in writing, the purchase price shall be due and payable within 30 days from invoice, by means of bank transfer.
- (ii) The Buyer shall not be entitled to set off or retain any amounts against the amounts invoiced by the Seller unless the receivable which is offset is acknowledged in writing by the Seller or in a final and binding decision of a competent court.
- (iii) All payments must be made by the agreed deadline, even in the event of delayed deliveries or total/partial loss of the goods not attributable to the Seller. In the event of late payment, the Seller shall automatically apply overdue trade interest in accordance with the provisions of Italian Legislative Decree no. 231/2002, along with all costs related to payment reminders and judicial enforcement – including all legal fees – and without prejudice to the Seller's right to claim further damages.
- (iv) Pursuant to Articles 1186 and 1461 of the Italian Civil Code, in the event of late payment or should the Seller become aware of circumstances which give evidence of a deterioration of the Buyer's credit worthiness, the Seller shall be entitled, without prejudice to any other remedies to which it is further entitled, to: (i) demand advance payment or demand adequate guarantee and security; (ii) suspend the performance, in whole or in part, of any of the contracts with the Buyer; or (iii) revoke agreed-upon terms of payment, so that all outstanding invoices shall be immediately due and payable.
- (v) Without prejudice to any other rights and remedies provided for in these T&C, in case the Buyer fails to meet its payment obligations referred to above, the Seller shall be entitled to terminate the contract with the Buyer, by written notice, pursuant to Article 1456 of the Italian Civil Code.

5. DELIVERY

- (i) Insofar as the order confirmation does not state otherwise, the delivery is agreed ex works (as defined by the latest ICC INCOTERMS edition).
- (ii) Compliance by the Seller with the agreed delivery term requires adherence by the Buyer to the agreed terms of payment and other obligations. If these conditions are not fulfilled in good time, the delivery deadline shall be extended accordingly.
- (iii) Should the Seller be prevented from duly fulfilling its delivery obligations due to circumstances beyond its control, which may include, *inter alia*, strikes or lock-outs, the delivery period shall be extended by a reasonable period.

6. PACKAGING

- (i) In the event that the goods are delivered to the Buyer in containers borrowed by the Seller, Rental Containers T&C shall become applicable as part of the contract.
- (ii) In the event that the goods are delivered to the Buyer in its own containers, such containers shall be delivered to the Seller free of charge and ready to be filled. Unless otherwise agreed, the Seller will not be responsible for the checking of such containers' contents prior to the refilling. Should the Seller detect any defect in the containers provided by the Buyer, it shall promptly inform the latter about such defects and, only if expressly requested in writing by the Buyer, the Seller shall carry out the relevant repairs. The costs for such repairs shall be charged to the Buyer.

7. RETENTION OF TITLE

- (i) The Seller shall retain property rights over the delivered goods until any and all claims of the Seller arising under its business relationship with the Buyer, which shall include all costs, interest, and interest on arrears to which the Seller is entitled, have been fully honoured.
- (ii) The Buyer shall not be in any way entitled to dispose the goods subject to retention of title. In particular, the Buyer shall not be entitled to pledge such goods nor to assign them as a security to third parties. Should the Buyer fail to meet such



obligations, all of its claims and rights arising from the resale of such goods shall be assigned to the Seller. The Buyer shall have the duty to notify the third party and the Seller about such assignment. Should it fail to do so, the Buyer will be subject to a penalty, amounting to 25% of the outstanding claims, to be paid in favour of the Seller.

8. WARRANTIES AND COMPLAINTS

- (i) The Seller guarantees that the delivered goods conform to the specifications agreed upon with the Buyer at the time of the conclusion of the contract. Any further warranty and, in particular, any warranty regarding particular specifications or technical requirements of the goods or regarding their suitability for certain purposes which are not specifically agreed upon in writing, shall be excluded to the fullest extent permitted by the applicable law..
- (ii) Promptly upon delivery of the goods, the Buyer has the duty to verify whether such goods are in compliance with the specifications agreed upon in the contract and do not have any defect.
- (iii) In the event of any defects of the delivered goods, the Buyer shall present a complaint to the Seller within 8 days of the date of delivery (in case of visible defects) and, in case of hidden defects, within 8 days of their discovery. Any complaint must be submitted in writing and shall include reference to the order details, together with any reasonable details regarding the alleged defect.
- (iv) In case of sale of bulk product by means of tank truck or isotank, complaints about the quality will be taken into consideration only if advanced earlier than the downloading of the product into the storage tanks of destination, in other words, when the downloading of the product and / or confusion of the same with other materials, the Seller, prevented to carry out quality controls, can not be held responsible because of malfunction and / or damage caused to persons, property and third-party machines from the product itself.
- (v) Allegedly defected goods shall not be returned to the Seller, unless the Seller's express consent has been provided in writing.
- (vi) Without prejudice to the provisions of Article 9 below, should the complaint be founded, the Seller shall provide an adequate remedy to the Buyer, which may include, at the Seller's discretion: a) delivery of any missing part or parts; b) reduction of the purchase price; c) replacement of the defected goods supplied and/or d) refund of the purchase price against the delivered goods being returned to the Seller at the Buyer's costs.
- (vi) It is understood that no complaint for defects not attributable to the Seller shall be accepted.

9. LIABILITY

- (i) Without prejudice to the provisions of Article 8 above, the Seller's liability, contractual or in tort, shall be limited to the net amount invoiced for the relevant goods. The liability limits shall not be applicable in the event of fraud or gross negligence on the part of the Seller.
- (ii) The Seller's liability shall be excluded for any damage not attributable to its conduct.
- (iii) Notwithstanding the provisions of Article 1460, and pursuant to Article 1462, of the Italian Civil Code, the Buyer shall not be entitled, on any grounds (including, *inter alia*, any failure of the Seller to duly perform its contractual obligations), to refuse or delay performance of its contractual obligations *vis-à-vis* the Seller and, in particular, its obligation to pay the price within the terms set forth in Article 4, paragraph (i) above.

10. PLACE OF PERFORMANCE

- (i) Unless otherwise agreed, the place of performance for the Seller's delivery obligations, as specified in Article 5 above, shall be the Seller's works, located in Settala (Milan) – Italy or the place where the Seller's distribution centre is located,
- (ii) The place of performance for the Buyer's payment obligations shall be the Seller's registered office, located in Settala (Milan) – Italy.

11. APPLICABLE LAW, EXCLUSIVE JURISDICTION



- (i) Any contractual relation between the Seller and the Buyer shall be exclusively subject to Italian Law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) is hereby expressly excluded, pursuant to Article 6 of the CISG.
- (ii) Pursuant to Article 17 of the Brussels Convention of 1968 and Article 23 of the EU Regulation n. 44/2001, any dispute arising out or in connection with the interpretation, application, termination and validity of the contract(s) between the Seller and the Buyer shall be subject to the exclusive jurisdiction of the District Court of Milan, Italy.

12. SEVERABILITY

- (i) Should any provision of these T&C be or become ineffective or impossible to perform, this shall not affect the effectiveness of the remaining conditions. The Parties undertake, in such a case, to replace the provision that is ineffective or impossible to perform with an effective and practicable provision that corresponds, as far as possible, to the spirit and purpose of the provision being replaced. This also applies to possible gaps in the provisions.