

General sales terms and conditions

1. Scope of application

1.1. Unless otherwise agreed in writing between the parties, every offer, order, order confirmation, contract and any other agreement or covenant stipulated by Motor Power Company Srl (here below "Company") with Customers for the supply of goods or services is subject to these General sales terms and conditions (here below "General conditions"), expressly excluding the general contract conditions of the Customer. The statutory rules shall apply as necessary unless otherwise provided for herein.

2. Contract stipulation

2.1. Information and data in the catalogues, brochures, price lists and all other informative documents of the Company are merely indicative and can be amended at any time, unless the Company has confirmed them expressly in writing at the contract stipulation.

2.2. Any document supplied by the Company to the Customer, such as drawings, drafts, designs and the like, shall remain property of the Company and shall be immediately returned to the latter should the contract not be stipulated. In any case, even after the stipulation of the contract, the Customer is expressly forbidden to reproduce such documents by any means and the Customer shall not reveal the content of the same to third parties.

2.3. In case of purchase or supply of software, even free of charge, the Customer has to specify the type of requested software, bearing the risk for its technical compatibility with the systems used by the Customer. The Company shall not be responsible in any way for the results of the specific use of the software by the Customer, nor for any resulting damage.

2.4. The Contract shall be deemed stipulated when the Customer receives the written order confirmation by the Company.

2.5 Order confirmation

Any modification, integration or cancellation of the order confirmation is allowed only if requested earlier than 3 months as to the expected delivery date stated on the order confirmation.

Modifications can be considered only for standard products.

Order modification or cancellation might be granted only against specific terms, that can be introduced directly from our internal sales staff.

In any case, any contract withdrawal for special and customised products supply is not allowed, if communicated following to the order confirmation receipt.

3. Price – Terms of payment

3.1. The prices and the payment conditions applicable to the sale shall be agreed between the parties as necessary and shall be indicated in the offer of the Company.

3.2. Unless there is a different written agreement between the parties, the invoices shall be issued by the Company in the month of delivery of the products and shall be due when the Customer receives the written communication that the goods are ready.

3.4. Unless there is a different written agreement between the parties, the prices applied by the Company shall be deemed net of:

(i) VAT and any other tax or charge;

(ii) shipping, packing and transport expenses and any possible cost for additional services (by way of a non-limiting example, assembly, installation, start-up, personnel training, etc.).

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Via Leonardo Da Vinci, 4 42024 Castelnuovo Sotto Reggio Emilia - Italia

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3.5. The Customer shall not delay, suspend or omit the payments due in any way or for any reason. Any possible claim or reason of the Customer shall be enforced by a separate proceeding, expressly excluding any offset between any sum owed by the Customer and any credit claim or reason of the latter.

3.6. Should the Customer fail to pay the sums owed within the agreed terms, the Company shall be entitled:

- (i) to suspend the performance of the contract or of any other contracts existing with the Customer;
- (ii) to default interest for every day of delay, at the rate specified according to the Italian Decree Law of 9 October 2002, no. 231;
- (iii) to the immediate payment of all sums that the Customer still owes as well as for other contracts, the acceleration clause having come into effect;
- (iv) the refund of the expenses borne to recover the sums not promptly paid by the Customer;
- (v) the immediate termination of the contract according to art. 1456 of the Italian Civil Code;

(vi) any greater damages.

3.7. The acceleration clause shall in any case come into effect for the Customer, in the following circumstances:

- (i) arisen insolvency of the Customer;
- (ii) decreased credit risk coefficient of the Customer determined by the Insurance company insuring the credit risk of the Company;
- (iii) decreased guarantees given or failure to deliver the promised guarantees.

3.8. If the Customer owes several debts to the Company, the latter shall be entitled to choose to which debt the payment must be assigned.

4. Delivery

4.1. The delivery terms, where agreed, are merely indicative. Any delay in the delivery shall not constitute entitlement to contract termination or to direct or indirect damages, except in case of wilful misconduct or gross negligence of the Company.

4.2. The Company shall be entitled to make and invoice partial deliveries of batches and amounts at its discretion.

4.3. If the Customer requests any changes to orders already confirmed, the Company will have the right to apply the following parameters:

EXPECTED DELIVERY	Shipping date postponement	Quantity Modification	Order Cancellation
> 6 MONTHS FROM THE CUSTOMER'S REQUEST	YES (within 6 months from the confirmed date)	YES	NO
> 3 MONTHS FROM THE CUSTOMER'S REQUEST	YES (within 6 months from the confirmed date)	Only +/- 20%	NO
< 3 MONTHS FROM THE CUSTOMER'S REQUEST	NO	NO	NO

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4.4. The delivery is understood to be “ex works” and the risk shall be transferred no later than at delivery to the first carrier, unless specified otherwise in the order. In case of delivery of the products to the carrier, any possible assumption of the transport costs by the Company does not constitute assumption of the risk for any possible damage or loss during the same transport; therefore, this risk shall be the Customer’s.

4.5. If the products are delivered ex works the Customer shall be obliged to collect the products within the term indicated by the Company in writing. In case of delay in the product collection, or when the Company cannot ship due to reasons not attributable to the same (such as, by way of a non-limiting example, lack of proper instructions, any authorisations, required documents, etc...), in case of product delivery to the carrier the Company shall not be responsible for the impossibility of performance that has arisen due to a reason not attributable to the same, and shall be entitled to charge the relevant storage costs to the Customer for every day of delay calculated at the market price, without any further offer being required according to art. 1207 et seq. of the Italian Civil Code.

4.6. Under penalty of cancellation, the Customer shall check the integrity of the package and the quantity of the products at their receipt, stating any possible reserve to the carrier in writing and informing the Company immediately. Even in case of complaint, the Customer shall in any case receive the delivered products and store them with the utmost diligence.

4.7. If the intervention of the Company for installing the products is requested and agreed, the relevant cost shall be at the Customer’s charge. Hours of travel and any waiting time of the Company’s personnel shall be calculated as working hours. The Customer shall also guarantee to the Company that the machinery and the premises are available, so that the Company’s personnel can proceed with the installation on the dates previously communicated. Throughout the works, the Customer shall also guarantee that skilled personnel is available to supervise and be present at the works.

5. Guarantee

5.1. Any obvious defect in the sold products shall be reported by the Customer in writing no later than 8 (eight) days from receiving the products, under penalty of cancellation. Any hidden defect in the products shall be reported by the Customer in writing no later than 8 (eight) days from its discovery, under penalty of cancellation.

5.2. The Company guarantees that standard products in the catalogue are consistent with the specifications described in the same and free of any fault at the time of shipping. Any obvious or hidden defect shall be reported no later than the terms specified in previous art. 5.1, under penalty of cancellation.

5.3. The guarantee against defects by the Company shall in any case last a maximum of 12 (twelve) months from the shipping date of the products.

5.4. Regarding all products modified or customised upon Customer’s request, the Company exclusively guarantees their consistency with the technical specifications agreed with the Customer when stipulating the contract and the existence of the technical characteristics indicated in the documents and use manual prepared by the Company. Any other guarantee shall be deemed expressly excluded. In particular for software, the Company does not guarantee the absence of defects or perfect, uninterrupted operation in every application.

5.5. The guarantee against defects by the Company shall be invalidated whenever the Customer or a third party makes repairs or changes to the products supplied by the Company without the previous written consent of the latter. Similarly, the guarantee on the products shall be invalidated whenever the Customer or a third party alters, uses, installs, keeps or stores the products sold by the Company improperly, or when the products are not used consistently with the specifications of the catalogue or in unsuitable environments.

5.6. When selling products manufactured or supplied by third parties, the Company shall be responsible to the Customer for any defects exclusively within the limits of the guarantee rights the Company has to said manufacturers or suppliers.

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5.7. Defective or non-compliant products shall be returned to the Company, after obtaining the return authorisation issued by the Company according to a regular procedure of RMA (Return Material Authorization – a form that can be downloaded at www.motorpowerco.com/return_material_authorization_it), at the Customer's expense and under their responsibility, with specific description of the defects found, the indication of the ID number, the description of the products and the number and date of the sales invoice.

5.8. In complying with the guarantee obligations of these General conditions the Company shall be entitled - at its sole discretion - to repair the product free of charge or to replace it with a working one, should the product be defective due to its manufacturing or design. It is specified that the repair or replacement of the product are the only remedies available according to the guarantee obligations herein. Any action or claim of the Customer, even for damages, termination or reduction by the corresponding amount, is hereby excluded.

6. Collection, return and replacement of the products

6.1. The Company guarantees that the products it supplies comply with the characteristics in the corresponding technical sheets. The product guarantee becomes invalid if the Customer does not report the defect by registered letter with advice of receipt to the Company within the mandatory term of 8 days from its discovery. After the release of the authorization by the Company for the material return, using the procedure "RMA – Return material authorization" (www.motorpowerco.com/return_material_authorization_it), the guarantee shall consist in the supply free of charge and ex works of Motor Power Company of the pieces found to have a manufacturing defect, and not of those pieces defective due to standard wear, accidental event, faults occurring during transport, negligence, lack of experience or non-accurate use. The guarantee shall not cover accessories and equipment manufactured by third parties. The replacement shall take place after the Company has ascertained the defect.

6.2. In the cases specified in previous art. 6.1, the goods to be replaced shall be returned at the Customer's expense and under their responsibility, of necessity after having received the authorization completing the procedure and obtaining the RMA (Return Material Authorization) number, attaching to the product the required documentation with the ID number, the description of the products, the most detailed description possible of any defects found, the number and date of the sales invoice. The Company shall then issue a new invoice for the replacement goods delivered, and shall arrange the issue of a credit note for the goods returned and for reimbursing to the Customer the sales price that may have been paid, totally or partially.

6.3. Any other claim for damages of any type and nature is excluded, before or after such term. Travel, board and lodging expenses borne by the personnel of the Company due to any transfers exceptionally required to complete assistance interventions at the sites of third parties shall be reimbursed by the Customer.

6.4 For any detail of the performance methods of the assistance interventions by the Company refer to the document "Conditions for performing Assistance service" (www.motorpowerco.com/condizioni_assistenza).

7. Limitation of liability

7.1. Any and every compensatory liability of the Company, its representatives, employees and agents, for indirect or consequential damage of any kind resulting from defects of the sold goods or from any other reasons (by way of a non-limiting example, loss of information or data, dismissal and/or recall of products, discontinued activity or business, loss of opportunities) is expressly excluded, even if the Company had been previously warned of the possibility of such damage.

7.2. The Customer is solely liable for ensuring full respect of the industrial and safety regulations applicable as necessary and of the guidelines contained in the system manuals supplied by the Company, as well as the correct use of the products in the applications and premises where they are installed. Any and every obligation of information or checking from the Company in this sense is expressly excluded. The Customer is also solely liable for assessing the accuracy, reliability, completeness and/or usefulness of any information, recommendation or advice that may be given by the Company or by its employees and agents regarding the use of products, their applications or the premises where they are installed. Therefore, any and every liability

of the Company and of its employees or agents regarding such information, recommendations or advice is excluded.

7.3. The Customer shall be solely liable for assessing the full compatibility of the products purchased from the Company with the characteristics and conditions of the premises where the products are installed and used. Any and every liability of the Company in this sense is excluded.

7.4. It is expressly prohibited to the Customer to use the products or to sell them to third parties for being used as aircraft components or accessories. In case of breach of this prohibition, the Customer shall relieve and indemnify the Company for any resulting liability.

7.5. If the Customer has been declared liable for damages due to defective products sold by the Company, as of now he waives the recourse option towards the Company according to art. 121 of the Italian Decree Law 6/9/2005 no. 206. If the Customer puts the products in circulation outside the European Union, he must exclude towards his customers any liability for damages that may be due to defective products sold by the Company, within the limits allowed by the laws applicable as necessary. Otherwise, the Customer must relieve and indemnify the Company for any resulting liability for defective products.

8. Technical assistance

8.1. If it is required and agreed that the Company's personnel travel to the Customer or third parties that have purchased products from the Customer, for technical service interventions, the related cost is established by the price list of the service. Further, the Customer has to ensure to the Company the availability of the premises and of the machinery for performing the agreed technical service activities on the dates communicated in advance. Throughout the works, the Customer must also guarantee that skilled personnel is available to supervise and be present at the works.

9. Delivery for inspection purposes

9.1. If the Company delivers to the Customer, upon his request, products for inspection purposes, such products shall be clearly identified with serial and model numbers.

9.2. Unless agreed otherwise by the parties in writing, the Company shall deliver the products for inspection purposes by courier to the Customer's domicile, issuing a corresponding transport document, which must include the following information:

(i) the express wording: "products delivered for inspection purposes";

(ii) the quantity of products and the serial and model numbers of each product;

(iii) the term within which to return the products delivered for inspection purposes to the Company; if no term is indicated, it will be understood as 60 (sixty) days from the shipping date indicated in the relevant transport document.

9.3. The Customer must store the products delivered for inspection purposes with the utmost diligence and return them undamaged and in their original packages at his own expenses to the Company's domicile. If the returned products or their packages are damaged, the Customer must reimburse the expenses borne by the Company to repair or restore them as-new; should repair be impossible, he must pay the sales price, without prejudice to any greater damages.

9.4. If the products delivered for inspection purposes are not returned within the agreed term, the Customer must pay the Company the agreed price for the products immediately at the receipt of the relevant invoice.

9.5. If the Company accepts the return of the products delivered for inspection purposes, after the relevant term has expired, without prejudice to the provisions of the previous art. 9.3. the Customer shall in any case have to pay to the Company the sales price of the products themselves, to the extent and at the conditions below:

(i) 10% of the sales price, if the products are returned to the Company within 1 (one) month from the date agreed for their return;

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(i) 60% of the sales price, if the products are returned to the Company after 1 (one) month but within 5 (five) months from the date agreed for their return.

10. Intellectual property rights and confidentiality obligations

10.1. The Company is the exclusive owner and reserves all copyrights, patent rights and any other intellectual property right on the products, and on any possible modification to them by the Company. Hardware and software are granted to the Customer with non-exclusive use license, unless agreed otherwise between the parties in writing.

10.2. It is expressly prohibited to the Customer to reproduce, modify, put at the disposal of third parties or use the software for purposes other than those agreed or those that the Company can reasonably expect because of the nature of the product, without previous written consent from the Company. In case of breach of this obligation, the Company shall not be responsible in any way and the Customer must relieve and indemnify the Company for any action or damages that may be claimed by third parties.

10.3. The Customer shall maintain the utmost confidentiality and shall neither disclose nor communicate to third parties or use company and/or commercial information on the Company or companies associated with the latter (save for the purposes of the commercial relationship between the parties). The Customer shall take care to prevent the disclosure or communication to or use by third parties of company and/or commercial information on the Company or companies associated with the latter. By way of non-limiting example, this shall include information on prices, payment terms and conditions, know-how and any other confidential information the Customer becomes acquainted with. The Customer shall respect this confidentiality obligation even after the termination of the commercial relationship between the parties due to any reason or cause.

11. Change in the ownership structure

11.1. The Customer shall immediately inform the Company in writing if a change in his ownership structure occurs due to, by way of a non-limiting example, merger, transfer of company shares or acquisition, under penalty of immediate cancellation according to art. 1456 of the Italian Civil Code; such written communication must be accompanied by a certificate from the corresponding Trade Register for each new partner of the Customer. If there is a competitor of the Company among the new shareholders of the Customer, the Company shall be entitled to immediately stop the execution of, and to withdraw without notice from, any and every contract existing with the Customer.

12. Privacy The Customer declares that he has read the Privacy statement according to art.13 of the Italian Decree Law of 30 June 2003 no. 196, published at <http://www.motorpowerco.com/it/privacy/> and that he has acknowledged the rights specified in art. 7 of this Decree. Therefore, he consents to the processing of his personal data in compliance with the above law, for the purposes and with the methods indicated in the received Privacy statement.

13. Severability

13.1. Should the competent authorities declare that one or more clauses of these general conditions is or are null or ineffective, the validity and/or effectiveness of the other clauses herein shall not be impaired. In this case, the Company and the Customer shall agree the text of valid and effective replacement clauses, as consistent as possible with the intention that the parties pursued with the clauses declared null and ineffective.

14. Clause 231: The company/professional/external consultant acknowledge the content of the Legislative Decree 8 June 2001, n. 231, and undertakes to refrain from behaviors suitable for configuring the hypotheses of the violation referred to in the same Decree (regardless of the actual consummation of the crime or the punishment of the same), and to regard the Company Code of Ethics, which is published on the company

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website at the following address: www.motorpowerco.com. Failure by the company/professional/consultant to undertake this commitment is considered by the Parties to be a serious breach and a reason for termination of the contract, due to non-fulfillment pursuant to art. 1453 c.c. and will entitle the Company to terminate the same with immediate effect.

15. Address for service, applicable law and forum

15.1. The Customer chooses his address for service as indicated by him at the contract stipulation. The Customer shall communicate to the Company any and every change of his chosen address in writing. Failing this, all communications and deliveries made by the Company to the Customer shall be understood as validly made at the address for service known to the Company.

15.2. These General conditions and any and every contract stipulated with the Customer are governed by the Italian Law. Reggio Emilia shall be the forum exclusively competent for any dispute on the interpretation, performance, validity or effectiveness of these General conditions and of every contract stipulated with the Customers.

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