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GENERAL TERMS & CONDITIONS OF SALE

1) CONTRACT EXECUTION

The sales contract will become effective, when the order confirmation has been signed by MTA S.P.A. for agreement, by issuance of the order confirmation to the Buyer, it means orders will be binding for MTA S.P.A. only after the issuing of a written confirmation. The following sales conditions have to be considered as an integral part of all MTA S.P.A. contracts. In the event of differences between the present terms and the ones contained in other contracts, the present general terms and conditions must prevail. No additions or variation to these conditions or any contract is effective unless MTA S.P.A. so agreed in writing. In case of Buyer's insolvency or Buyer's default on payment of a previous purchase, MTA S.P.A. reserves the right not to execute the sales contract.

2) DELIVERY TERMS

2.1 Specified delivery dates shall be deemed approximate only and not binding for MTA S.P.A. since they are subject to receipt of raw materials and components from MTA S.P.A.'s suppliers. MTA S.P.A. reserves the right to inform the buyer in writing of any variations to the above delivery dates. Eventual delays in delivery shall not entitle the buyer to claim any damages, to cancel the order or to nullify the contract. Delivery, for all legal purposes, shall mean the delivery of the goods to the place indicated in the order confirmation issued by MTA S.P.A.

2.2 For the supply of products destined to foreign markets, delivery shall be subject to obtaining, by MTA, export authorisation from the competent authorities, in accordance with all applicable laws and regulations.

2.3 MTA disclaims any liability if the supply of the products is rendered impossible, or unreasonably difficult, or commercially uneconomic, by the occurrence of any change in any national or international law or regulation and/or their further application and interpretation, which affects the country of final destination and/or the persons/entities involved.

3) SHIPMENT

Unless written agreement specified by both parties, all deliveries are to be considered as FCA Free Carrier MTA S.P.A. premises in Padua (Italy) according to Incoterms 2010.

4) WARRANTY

The MTA S.P.A. Warranty covers exclusively the supply of Spare parts.

The aforementioned MTA S.P.A. Warranty has a duration of **12 months from the first start-up**, and in any case does not exceed **18 months from the date indicated on the invoice issued by MTA S.P.A.**

The warranty is liable for inner or manufacturing faults and defects, not procured by external factors.

The present Warranty does not cover:

- The shipping costs of spare parts needed to replace the defective component
- The cost of labour, travel expenses, the mileage and lodgment related to the technical intervention
- The refrigerant

Any other ancillary cost will be recognized only if previously approved in writing by MTA S.P.A.

Warranty on Spare Parts has a duration of 6 months from the date indicated on the invoice issued by MTA S.P.A. The warranty on the spare parts is granted only after the recognition of a proven defect of the original component that involves the responsibility of MTA S.P.A. in the non-compliance. For this purpose, MTA S.P.A. reserves the right to ask the Buyer for data / information such as alarm history, photo / video, etc. In case of non-fulfillment of the information required by MTA S.P.A. not later than 10 working days from the request, the latter will proceed invoicing the Spare Part.

After the warranty provision of a Spare Part or after any type of intervention by MTA S.P.A., the deadline and terms of the warranty of the machine will remain unchanged, as per the original Sales Contract of the Goods.

The spare parts supplied during the warranty period may, according to MTA S.P.A.'s discretion, be invoiced to the buyer once shipped; in this case, the invoice will be balanced with credit note only after the eventual recognition of the responsibility of MTA S.P.A., or of one of its suppliers.

The electric and electronic components, and in general, the components subject to wear and tear or removal components, are not included in this Warranty, unless their breakage or malfunction is clearly attributable to original defects / defects of origin recognized in writing by MTA S.P.A.



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The mechanical seal of hydraulic pumps is not covered by Warranty, unless MTA S.P.A. does not recognize it as an obvious manufacturing defect; likewise, the interventions on the sole fuses are not covered by any guarantee either on the component or on the costs deriving from its supply, nor on the After Sales interventions.

All defects must be claimed within 10 days from receipt of the goods or within 10 days from discovery, in case of unrecognized defects and anyway, within the terms of validity of this warranty by written notice or email with acknowledge of receipt, addressed to MTA S.P.A. employees of the After-Sales Service dept.

In order to recognize damages caused by transporters appointed by MTA S.P.A., the buyer must include in the delivery document the following sentence: "ACCEPTANCE OF GOODS WITH RESERVE OF CONTROL". Damages caused by Buyer's carriers are not covered by Warranty.

Causes of immediate forfeiture of the Warranty

- 1) Buyer in default with payments.
- 2) Unit installed and / or used in contravention of the instruction manual (incorrect installation).
- 3) Lack of water/air filter, if its installation is indicated in the manual (please refer to what is prescribed / recommended in the documentation of the machine).
- 4) Incorrect behavior by the Buyer such as negligence, carelessness, inaccuracy, disassembling of components, tampering with the machine (including quantity and quality of the refrigerant), accidental breakage, transport damage (if at Buyer's care), incorrect handling, as well as improper use and inapt / unsuitable maintenance.
- 5) Cooling capacity required by the Buyer's plant different from the cooling capacity of the machine, declared by MTA S.P.A.
- 6) Flow rate / quantity / quality of the fluids not adequate to the technical features of the machine, both on the condensing and on the evaporating side.
- 7) Damage due to abnormal environmental conditions (environments with acid or corrosive atmosphere, ambient temperatures exceeding the values declared in the data plate, vibrations induced by the environment), atmospheric and natural events (lightning bolts, floods, fires, earthquakes, etc.).
- 8) The repair or replacement of components occurred as a consequence of Buyer's initiative without prior written authorization and/or instructions by MTA S.P.A.
- 9) Replacement of defective components with components not supplied and / or authorized by MTA S.P.A.

5) WARRANTY WAIVER REQUIRED BY THE BUYER

In case of renunciation of the warranty by the buyer, no obligations are due by MTA S.P.A. on defective units or components and therefore, no supply under warranty of the spare parts is foreseen.

The Warranty Waiver is linked to the buyer, and is therefore applied to all purchased units.

Only these eventual exceptions will be considered:

- In the event of an epidemic defect confirmed by MTA S.P.A., in any case no later than 24 months from shipment date (in this case we talk about "technical guarantee").
- In case of "Dead on Arrival" (DOA), following its preliminary acknowledgment by MTA S.P.A. (MTA S.P.A. reserves the right to ask the client for documentation or photos proving the DOA).

6) PRICES

The prices of the products refer to the price list in force and/or the prices indicated in the sales offers at the time of acceptance of the sales offer by the Buyer, or at the time the order confirmation is issued by MTA S.P.A. Any discounts on products shall be agreed in writing by MTA S.p.A.

MTA S.P.A. reserves the right to modify the current price list at any time, subject to written communication to the buyer, in the event of increases in the cost of raw materials, labour or any other circumstance that determines a significant increase in production costs.

7) PAYMENTS

Payments are considered made when received by MTA S.P.A. Payments shall be carried out within the invoice terms. In the case of delay of payment, MTA S.P.A. reserves the right to charge to the Buyer, for each day of delay, a yearly based interest rate of 5 % (five) percentage points above the official discount rate. The failure and/or delay of payment in regards to the agreed terms also nullify any eventual agreed upon bonuses with retroactive effect.

In the case of payment is agreed to be made in installments, the failure to pay even a single installment according to the agreed schedule, immediately nullify the installment schedule, and the Buyer is obliged to immediately pay the entire outstanding amount. The Buyer can not call for compensation or credit towards MTA S.P.A., if not after having provided to the overdue



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payment. Furthermore, in the case of late payment, MTA S.P.A. reserve the right to suspend supply of goods, until payment is made and MTA S.P.A. shall not be liable for such suspension.

Any payments made by third parties will not extinguish the debt towards MTA S.P.A., unless they are previously declared in writing to and authorized by MTA Spa. Therefore, MTA Spa holds the right to refuse payments made by unauthorized third parties.

MTA Spa reserves the right to change, at any time, the terms of payment previously agreed, if the buyer is in default of its payment obligations under this contract or any other of previous supply contracts.

8) CLAIMS

All claims of any kind, nature or description are barred and waived unless made in writing by registered letter with acknowledgement of receipt, within ten (10) days from the date of receipt of goods.

Notwithstanding any contrary provision in any contract, purchase order, invoice or any other Buyer's or MTA S.P.A. document, including its dealers, representatives or otherwise, MTA S.p.A., shall not and does not accept, assume or undertake any responsibility or liability to indemnify, defend, save or hold harmless any other person, firm or party from or against any loss, damage or injury regardless of any language by which such acceptance, assumption, or undertaking purports to be expressed or implied. Buyer agrees to hold MTA S.P.A. harmless and indemnify it from and against any claims of third persons for injuries or damages resulting in whole or in part from fault of Buyer or sale of the product covered by this contract.

9) TERMINATION AND ORDER CANCELLATION

9.1 MTA S.P.A. reserves the right to terminate this contract at any time and to reduce supply of goods without notice, shall events occur due to unforeseeable circumstances and/or force majeure, procurement difficulties and/or verification of the buyer's solvency. In this event, termination of the contract by M.T.A. S.p.A shall not entitle the buyer to any compensation for damages.

9.2 The buyer shall have the right to cancel the order within the terms indicated in points a) and b) below, unless the goods have already been invoiced, shipped, collected from MTA S.P.A.'s warehouse or the same have already been presented to the competent Customs Office for the formalities to be carried out for export.

9.3 The order cancellation request shall be made by written communication and followed by written confirmation of acceptance by MTA S.p.A. In the event of order cancellation, MTA reserves the right, at its sole discretion, to charge a cancellation fee according to the conditions specified below:

a) For refrigeration, air dryers and air conditioning equipment, including any accessories and kits thereof, notice of cancellation, received by MTA S.P.A., within the term of fifteen (15) calendar days from the date of receipt of the order confirmation sent by MTA S.P.A., the buyer shall not be liable to any cancellation fee. If the cancellation is communicated to MTA S.P.A. from the sixteenth and in any case within the thirtieth day following the aforementioned deadline, an amount equal to twenty percent (20%) of the price of the supply shall be charged. If the order is cancelled later than the thirtieth day after receipt of the order confirmation, a further five per cent (5%) shall be charged for each subsequent week, up to a total maximum of sixty per cent (60%) of the total price of the supply.

b) For components, and in general, spare parts, cancellation within the term of 5 (five) calendar days from the date of receipt of the order confirmation sent by MTA S.P.A., shall not be subject to any cancellation fee. For cancellations communicated to MTA S.P.A. after the sixth and in any case within the fifteenth day following the aforementioned term, an amount equal to thirty (30%) of the total price of the supply shall be charged.

In the event the order cancellation occurs after the fifteenth day from receipt of the order confirmation, the total price of the supply shall be charged.

9.4 For the purposes of order cancellation, the date stated in the first order confirmation issued by MTA S.p.A. referred to said goods, shall prevail.

10) SUPPLY TO COUNTRIES SUBJECT TO SANCTIONS AND / OR RESTRICTIONS.

10.1 The Buyer is aware of EU, US and UK regulations and all applicable laws, concerning restrictive measures against countries or parties subject to sanctions and/or restrictions. Therefore, the Buyer, in any case, shall not involve MTA S.P.A. in any kind of commercial and/or financial transaction relating, directly or indirectly the above countries or parts or any other countries that may be affected by restrictive measures. The Buyer declares to be aware that none of MTA S.p.a. products can be exported to the countries or parties above mentioned, and it shall observe these regulations in their entirety regardless of whether they are applicable to it or not, and (i) shall not sell directly or indirectly MTA S.p.A products to such countries or parties or resell these products to anyone they know intend to do so (ii) shall not waive these provisions in any way. (iii) The Buyer shall be responsible



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for compliance with all applicable export control laws, and shall indemnify and hold harmless MTA S.P.A. from any liability arising from failure to comply with the provision of this clause.

10.2 The Buyer is also aware of the fact that the export of MTA S.P.A.'s products outside the customs territory of the European Union and/or to certain subjects / certain destinations could be subject to control by the competent authorities and declares and guarantees to have taken all the necessary measures to respect the Italian, UK, European and US Regulations in force, regarding export control and international economic sanctions and all subsequent modifications.

In the event MTA S.p.A. products sold to the Buyer are exported by the latter, the buyer undertakes to export such products to customers who are not included in the lists of natural or legal persons, entities or bodies subject to restrictive measures of the European Union, of the United Nations, of the United Kingdom and/or in the List of Specially Designated Nationals and Blocked Persons ("SDN List") drawn up by the Office of Foreign Assets Control ("OFAC") and who are not owned or controlled by persons or entities included in such lists ("Prohibited Party").

10.3 The Buyer holds harmless MTA S.P.A. from and against any liability that may arise to the latter from any violation of the provisions applicable from time to time on export control and international economic sanctions in relation to MTA Spa's products. The Buyer undertakes to transfer the provisions of this Article also to its sub-purchaser, if any.

In the event that the fulfillment of the existing obligations of MTA S.P.A., is prevented, aggravated or made excessively onerous due to the occurrence of one or more of the following events (hereinafter "Exemption Events"):

a. any change in Italian, European, United Kingdom or United States of America legislation, including the adoption of restrictive measures or international economic sanctions against third countries, which has an impact on the obligations of MTA S.P.A., and/or

b. any modification, extension or revision or any other change in the interpretation, by any court or administrative authority, of laws in force at the date of acceptance of order by MTA S.P.A.;

c. the failure of issuing the requested authorisation by competent authority for the execution of the transaction by MTA S.P.A., when required by applicable laws;

d. any other event, whether or not similar to the above, beyond the control of the party against whom the relative dispute may be brought,

MTA S.P.A., will notify the buyer in writing of any such event and will refer the latter in order to identify any useful solution to guarantee the correct and punctual execution of the existing obligations. The execution of the respective obligations shall be considered suspended during the consultation period. If, after the consultation period, it emerges that MTA S.P.A.'s obligations cannot be fulfilled due to invalidity or illegality under the applicable law, the purchase order shall be considered revoked and the buyer shall not be entitled to any compensation for damages. In the event that the fulfilment of the existing obligations of MTA S.P.A., cannot be considered illegal or invalid, but has become impossible or excessively onerous, the purchase order will be suspended until the exemption event is over and both parties, in this regard, will commit to minimise any prejudice resulting from such suspension.

11) EXPORT OF PRODUCTS -DISCLAIMER OF LIABILITY

The Buyer declares that the goods subject to the contract are intended for civilian purposes only.

The Buyer also declares and guarantees, on behalf of third parties attributable to it, related companies and end users, that it is aware and complies with all applicable export restrictions, economic sanctions, embargoes and legislative provisions concerning the export, re-export, distribution and sale of the products subject to the contract, including without limitation, applicable national and international regulations on export control, policies and any orders issued from time to time by the Competent authorities.

The Buyer hereby expressly agrees that, pursuant to Reg. EU Reg. 2021/821, if the competent authority decides to submit export operations for the goods subject of the contract, to prior authorisation, the delivery of the aforesaid products shall remain subject to the time frame required for this purpose and therefore, any delays in delivery, related to the authorisation procedures, shall not give rise to any claims by the Buyer for compensation of direct or indirect damages to persons and/or property and/or third parties, or any other reason and the compliance with deadlines by MTA Spa, shall be extended for the period of time required for this purpose.

Notwithstanding the foregoing, should the aforesaid circumstances extend beyond a 90 days period, from the date on which the export authorisation for the goods subject of the contract is suspended/ prohibited and/or denied by the competent authority, for reasons not attributable to MTA Spa. In that event, MTA Spa may then automatically terminate this agreement by written notice to the Buyer. MTA Spa shall not be liable for any costs or damages due to delay or nonperformance under this contract, arising out of any cause or event related to above mentioned reasons, including, without limitation, direct or indirect damages to persons and/or property and/or third parties, with the sole refund of advanced payments made by the buyer.



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The parties also agree that no other sums shall be due to the Buyer by way of interests, commissions and/or any other expenses.

In any case, MTA S.P.A. reserves the right to claim further damages to the Buyer.

12) PRODUCTS FEATURES & MODIFICATIONS

Any information or data relating to features and/or specifications and/or dimensions and/or weight of MTA S.P.A. products, such as contained in dépliants, price lists, catalogues and similar documents shall be deemed to be approximate only and not binding. A normal manufacturing tolerance is foreseen, without any right for the buyer to any price reduction or claim for discrepancies and updates. In any case, MTA S.P.A. reserves the right to make changes to its products and documents at any time and without prior notice.

13) EXPORT CONTROL DUE DILIGENCE

13.1 The sales contract will become effective only upon the issuance of the order confirmation signed by MTA, as established in article 1 of these "General Conditions of Sale". The buyer agrees and accepts that the sales contract is subject to the conditions precedent that: (i) a satisfactory due diligence is carried out by MTA on the end user of the products, any other individual or entity involved in the transaction, as well as pursuant to any EU, UK and US export control and/or international economic sanctions provision (ii) a satisfactory due diligence is conducted by MTA regarding compliance of MTA's performance of this sales contract with all applicable EU, UK and US export control and international economic sanctions provisions.

13.2 MTA S.p.A., shall be entitled to terminate, at any time, this sales contract, pursuant to article 1456 of the Italian Civil Code, simply by informing the buyer, in writing, in any of the following events: (i) it becomes apparent that the outcome of the due diligence conducted by MTA S.p.A. under this clause, was based on incorrect, partial or false information, (ii) MTA S.p.A. performance under this sales contract becomes unlawful under any applicable EU and/or US or UK export control or international economic sanctions provision.

14) FORCE MAJEURE

14.1 MTA shall not be liable in the event of delay or non-performance of its contractual obligations, if the delay or non-performance is due to force majeure.

Force Majeure means the occurrence of an event or circumstance that prevents or impedes a MTA from performing one or more of its contractual obligations under the contract, to the extent that: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract.

The following events affecting a party shall be considered force majeure causes:

- (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- (iii) currency and trade restriction, embargo, sanction;
- (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- (v) plague, epidemic, pandemics, natural disaster or extreme natural event;
- (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- (viii) Any other cause whatsoever, which MTA S.P.A. could not reasonably have been expected to prevent.

14.2 MTA is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance of the contract. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days without any liability for resulting loss, injury or damages.



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15) EXPRESS TERMINATION CLAUSE

Without prejudice to any other hypothesis of interruption, suspension and/or termination of the Contract, should the Buyer fail to fulfil any of its payment obligations, according to the terms specified in the invoices or in the order confirmation, MTA S.p.A., shall be entitled to terminate, at any time, this sales contract, pursuant to article 1456 of the Italian Civil Code, simply by informing the buyer in writing. For the purposes of art. 1382 of the Italian Civil Code, in the event of unfulfilled payment obligation, the buyer accepts and undertakes to pay MTA S.P.A., a sum of compensation as penalty, equal to 10% of the value of the supply in addition to the reimbursement of further damages.

16) NOTICES

Any notice under these General Terms and conditions of sale shall be in writing by registered letter with acknowledgement of receipt and given to MTA S.P.A. at Via dell' Artigianato n. 2, 35020 Conselve (PD), Italy.

17) MISCELLANEOUS PROVISIONS

17.1 Buyer's general terms and conditions of purchase shall not be binding upon MTA Spa unless expressly agreed by the latter in writing. MTA Spa hereby rejects all provisions contained in communications or any documentation from the Buyer that conflict with or are inconsistent with the terms contained herein. MTA Spa's failure to object to any of the provisions contained in Buyer's documentation shall not be deemed a waiver of these provisions. In the event of any conflict, discrepancy or inconsistency between these Terms and any terms or conditions, invoice, acceptance, acknowledgment or other document submitted by Buyer, these General Terms and Conditions of Sale shall prevail. Furthermore, Buyer's general conditions of purchase shall not be binding for MTA S.P.A., not even by tacit consent.

17.2 Shall any provision of these Terms and Conditions be deemed invalid, void or for any reason unenforceable, such condition shall not affect the validity and effectiveness of the other provisions contained herein.

18) RIGHT TO CHANGE TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale will be published and made permanently available to the Buyer on the MTA S.P.A. website www.mta-it.com. The Buyer may print out and/or save these General Terms and Conditions of Sale at any time, which shall also be disclosed by MTA SPA through its corporate communication and information channels, including its own website. Under no circumstances, therefore, may the Buyer claim not to be aware of these General Terms and Conditions of Sale.

MTA Spa reserves the right, at its sole discretion, to update, revise, supplement, replace or otherwise change all or any of these General Terms and Conditions of Sale without specific or express notice to the Buyer. Such updates, revisions, supplements, replacements or other changes will, unless specified otherwise by MTA Spa, be effective immediately upon the modified Agreement or notice of the changes being:

- (a) published on MTA Spa website: www.mta-it.com. ;
- (b) made available to the Buyer by express notice.

Issuance of a purchase order by the Buyer, subsequent to the changes made to these General Terms and Conditions of Sale, will constitute acceptance by the Buyer of such modified Agreement.

19) APPLICABLE LAW

The sales terms between MTA S.P.A. and the Buyer, are regulated by Italian law. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods, if applicable, will not apply to this contract.

20) ARBITRAL CLAUSE

Any dispute arising out of or related to the present contract shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the Rules), by a sole arbitrator, appointed in accordance with the Rules. The Arbitral Tribunal shall decide in accordance with the rules of Law of Italy. The seat of the arbitration shall be Milan- Italy and the language of the arbitration shall be English.



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The Buyer declares to have received a copy of the *General Terms and Conditions of Sale* attached to the following document, and to have read carefully and understood all the clauses contained therein, which the Buyer declares to accept unconditionally.

Date ____ / ____ / ____

Buyer- company name

Mr _____
name & surname of the Owner and / or Legal Representative

Stamp and signature of the Owner and / or Legal Representative

GENERAL TERMS & CONDITIONS OF SALE - APPROVAL OF CLAUSES UNDER ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE.

Pursuant to and by effect of art. 1341 and 1342 of the Italian Civil Code , the Buyer declares to have read and to expressly accept the content of the following clauses : Clause 1 "Contract Execution"; Clause 2 "Delivery Terms"; Clause 4 "Warranty"; Clause 5 "Warranty Waiver required by the Buyer"; Clause 7 "Payments" ; Clause 8 "Claims"; Clause 9 "Termination and order cancellation"; Clause 10 "Supply to countries subject to sanctions and / or restrictions"; Clause 11 "Export of Products -Disclaimer of Liability"; Clause 13 "Export Control Due diligence"; Clause 15 " Express termination Clause"; Clause 18 " Right to change terms and conditions of sale"; Clause 20 "Arbitral Clause".

Date ____ / ____ / ____

(Company name)

Mr _____
(name & surname of the Owner and / or Legal Representative)

Stamp and signature of the Owner and / or Legal Representative