



TCE Group Srl

Via Gi di Vittorio 5/9 – 35046 Borgo Veneto Padova – Italia

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P.IVA 04458670280 / SDI M5UXCR1

General Terms and Conditions of Sale

1) APPLICABILITY These general conditions are an integral part of all sales contracts, in Italy and/or abroad by TCE Group Srl. All the Supplier's offers, order confirmations, deliveries and invoices shall be deemed to be made in accordance with these General Conditions, unless otherwise agreed in writing by the Supplier. These General Conditions shall be deemed accepted by the Purchaser, even though they differ from any general or specific purchase conditions prepared by the Purchaser. These latter will not engage the Supplier in any way unless expressly accepted in writing by the Supplier.

2) ACCEPTANCE OF ORDERS Each contract of sale shall be deemed to have been concluded when the Purchaser receives written confirmation of the order from the Supplier, who reserves the right to accept or refuse the order. In the event that the Purchaser receives a written order confirmation from the Supplier containing terms and conditions different from the order itself (counter-offer) this must be accepted or refused in writing. In absence of different written indication, the offer will be considered valid for 30 days from the issue date. Any offers made by the Supplier to the Purchaser will remain valid only for the period indicated therein and, once this period has expired, they will expire without the need for revocation. In the absence of any other indication expressed, the offer will be deemed valid for thirty days from the issue date. The terms and delivery dates indicated by the Supplier in the offer have to be considered as merely indicative and not binding on the Supplier. Any order cancellation or order modification by the Purchaser shall not take effect unless previously authorized, or subsequently accepted in writing by the Supplier. In the event of supply termination of Products to be implemented according to the Purchaser's specifications, the Purchaser undertakes to buy all the Products expressly catered by the Supplier which were meant to ensure the fulfillment of the Purchaser's individual orders or to meet any continuous supply obligations possibly agreed with the Purchaser. Offers submitted by intermediaries and agents are to be intended as subject to the Supplier's written approval and confirmation.

3) PRICES OF PRODUCTS Unless otherwise agreed in writing between the parties, the prices indicated by the Supplier in the relevant offer or, when absent, the prices shown in the price lists provided by the Supplier to the Purchaser and in force at the time of the conclusion of the sales contract shall be applied to each purchase order (Paragraph 2). Unless otherwise agreed in writing between the parties, the prices of the Supplier's products shall be understood as EX-WORKS Borgo Veneto (PD) (EXW) excluding VAT and taxes. Any packaging and transport costs will be charged to the Purchaser on the invoice according to the Supplier's price list for the packaging in force from time to time. It remains understood that the Supplier will have to pack the Products using the type of packaging deemed at his discretion the most appropriate to the type of transport, which will be agreed with the Purchaser from time to time.

4) DELIVERY OF GOODS The Supplier shall inform the Purchaser when the Products are ready to be picked up and, subsequently, shall issue the relevant invoice. If the Purchaser does not pick up the products within and no later than five working days following the notice date of goods ready for collection, the Supplier reserves the right to charge the Purchaser for the sustained storage and deposit costs starting on that time limit until the day of actual collection (corresponding to € 25/square meters). The payment terms (see article 6) will still be binding for the Purchaser even if the latter does not provide for the timely collection of the Products. In the event that payment after delivery is agreed, the payment terms will in any case begin from the date notifying goods ready for collection or, only in case it is absent, from the agreed delivery date. Unless otherwise agreed in writing between the parties, the delivery of the products to the Purchaser will be made on an Ex-Works basis (EXW) Borgo Veneto (PD). The Supplier shall load the products onto the pick-up vehicle at the Supplier's expense, but at the Purchaser's risk. The ownership of the products shall be transferred to the Purchaser at the time of their delivery, according to the agreed delivery term.

5) DELIVERY TIME. The delivery of the products shall take place within the terms and delivery dates indicated by the Supplier in the order confirmation. In case of discrepancy between the terms and dates requested by the Purchaser and those indicated in the Supplier's order confirmation, these latter shall prevail (as those indicated in the order confirmation are to be understood as an approximate reference). The delivery time shall in any case start from:

- the date when the Supplier receives the order confirmation signed for approval by the Purchaser.
- the receipt of payments, in case of delivery upon advance payment, to be made by the Purchaser upon receipt of the order confirmation.
- the receipt of all necessary technical information in case of manufacture of customized products.

However, the delivery time cannot be considered as binding by the Purchaser unless the Supplier is informed in writing and has undersigned it. The Supplier reserves the right to process the order also through partial deliveries and to issue partial invoices according to the goods delivered. If the Purchaser does not want to accept partial goods deliveries, he shall have to declare it to the Supplier in advance and in writing.

6) PAYMENTS Payments must be made by the Purchaser in the manner indicated by the Supplier in the offer, in the order confirmation and/or in the invoice, which will be sent by the Supplier to the Purchaser from time to time. Failure, late or partial payment by the due date and/ or occurrence of events that negatively affect the Purchaser's financial or economic position and any other fact constituting default by the Purchaser will result in the Purchaser's forfeiture of the terms agreed for the payment of the goods. The Supplier will therefore have the right to act immediately for the recovery of existing credits, even if they are not liquid and payable, and this at any time, without any obligation of notice and/or formality. Any potential claim or complaint by the Purchaser about faults or defects of the products cannot, in any case, entitle the Purchaser to suspend or delay payments. In any case, no condition set forth by the Purchaser, unless accepted in writing by the Supplier, shall authorize the suspension or delay of payments. The Supplier shall also have the right, at his sole discretion, without thereby incurring any liability for damages:



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- not to proceed with the order processing.
- to suspend and/or refuse the delivery of the Products ordered and not yet delivered, also in case of Products not related to the missed or delayed payment at issue, until the entire due amount has been paid in full by the Purchaser,
- to withdraw or decrease the value of any line of credit offered to the Purchaser
- to ask the Purchaser for guarantees of payment and/or different terms or methods of payment, both for supplies still in progress and for future supplies.

7) WARRANTY The Supplier guarantees the absence of faults and defects in relation to the materials or the manufacture of the Products as well as the Products compliance to the technical specifications and to any samples supplied by the Supplier and/or expressly approved by the Supplier that have been expressly agreed in writing. This warranty is provided for a period of 12 (twelve) months from the delivery date of the Products to the Purchaser. Any complaint concerning faults or defects of the Products must be received by the Supplier within and not later than fifteen days after the delivery date of the Products to the Purchaser, or, in case of non-apparent faults that cannot be detected by due diligence, within and not later than fifteen days after their detection and in any case within and not later than twelve months after the delivery of the Products to the Purchaser, according to the agreed delivery term. The Supplier reserves the right to prior examine the Products in order to verify the presence of the defect and if it is attributable to his own responsibility; in this case, the Supplier undertakes, at his sole discretion, to repair or replace the Products recognized by him as defective or, if this is not possible, to return, in whole or in part, the amount of money that has already been paid by the Purchaser, without involving any liability for the Supplier for possible direct, indirect or consequential damages of any kind, loss of earnings or any other loss arising from and/or related to faults or defects in the Products. In case of repair or replacement of the Products, the Purchaser shall receive the repaired or replaced Product at the Supplier's expense (including transport costs). Any return of the Products by the Purchaser must, in any case, be previously authorized in writing by the Supplier and always be at the Purchaser's expense. The Supplier shall not be liable for faults, defects or lack of quality in the Products resulting from:

- faults, defects or lack of raw materials and materials or components supplied by the Purchaser himself and/or catered by the Supplier on instructions from the latter,
- incorrect assembly or installation of the Products,
- misuse of the Products by the Purchaser,
- repairs, tampering or modifications made to the Products, without the Supplier's prior written consent,
- Purchaser's negligence or inexperience and/or of Purchaser's customers
- normal wear and tear, poor or insufficient storage or maintenance of the Products, the use of aggressive agents.

8) EARLY TERMINATION Without prejudice to any other remedy available, the Supplier shall have the right to terminate in advance, with immediate effect, any sales contract concluded on the basis of these General Conditions, by registered letter with return receipt addressed to the Purchaser or by his certified e-mail, in the event of a breach by the Purchaser of any obligation arising from these General Conditions, where this breach is not cured or remedied by the Purchaser making the Supplier satisfied, within and not later than fifteen days following the Supplier's written notice to comply.

9) LIMITATION OF LIABILITY. The Supplier shall not be liable towards the Purchaser for any breach caused by events beyond the Supplier's reasonable control, such as – by way of example although not exhaustive - industrial actions, strikes, transport difficulties, natural events, wars, civil unrest, administrative provisions on seizure, embargoes, laws or regulations of any territorial or administrative authority, failed or delayed deliveries of processing materials by suppliers due to events beyond the reasonable control of the Suppliers themselves. The Supplier's warranties and liabilities arising from and in connection with the contracts concluded on the basis of these General Terms and Conditions are limited to those expressly provided herein. Barring the case of Supplier's fraud and gross negligence, the Supplier shall therefore have no other liability in relation to the Products and shall in no event be liable for direct, indirect or consequential damages, loss of income, direct or indirect loss of any kind (including personal injury and damage to property) arising from the sale of the Products. The Purchaser acknowledges that the overall liability shall, in any case, be limited to the price paid by the Purchaser in relation to the relevant Products, in addition to any amount liquidated by the insurance company/companies and based on insurance policies taken out by TCE Group Srl.

10) TREATMENT OF PERSONAL DATA Where the Supplier has his registered office in a European Union country, the legal provisions on the protection of personal data will apply. This requires that pursuant to, for the purposes and aims referred to in art. 13 and art. 14 Regulation (EU) 2016/679 ("GDPR"), the Purchaser, after having examined the information to this effect published on the Supplier's website, acknowledges to be informed that the "personal data" communicated and/or exchanged with the Supplier, also during the pre-contract phase, shall be processed by the Supplier; moreover, it is understood that the Purchaser expressly consents to the treatment of "personal data" using his rights as expressed in art. 7 GDPR.

11) PLACE OF JURISDICTION These general Conditions and the sales contracts to which the Supplier is a party are in all their parts regulated by Italian law and, in particular in case of international sales contracts of tangible goods, as defined by art. 1 of the 1980 Vienna Convention, by the said Convention, unless the Parties provide a written derogation. The exclusive place of jurisdiction for all disputes arising from and/or relating to these General Terms and Conditions and to the sales of Products by the Supplier, shall be the Court of Rovigo, Italy. Without prejudice to the foregoing, the Supplier may however sue the Purchaser in any Court having jurisdiction over the Purchaser. These General Conditions of sale are drawn up in Italian, English, Spanish and German. In the event of any doubts regarding their interpretation, the Italian version shall prevail.