General Terms and Conditions of Sale

These conditions apply to every supply of TCE Group srl products, in Italy and abroad.

1. Applicability

These General Terms and Conditions (the "General Conditions") are an integral part of every sales contract concluded by TCE Group srl (the "Supplier"), in Italy and abroad. All offers, order confirmations, deliveries and invoices of the Supplier are made under these General Conditions, unless otherwise agreed in writing by the Supplier. The Purchaser accepts these General Conditions even if they differ from its own general or specific purchase conditions. The Purchaser's conditions bind the Supplier only if the Supplier accepts them expressly and in writing.

2. Offers and acceptance of orders

A sales contract is concluded when the Purchaser receives the Supplier's written order confirmation. The Supplier may accept or refuse any order. If the order confirmation contains terms different from the order (counter-offer), the Purchaser must accept or refuse it in writing. If the Purchaser does not accept it in writing within 30 days of its date, the order is deemed cancelled.

Offers remain valid for the period stated in them and then expire without notice. If no period is stated, an offer is valid for 30 days from its date of issue. Delivery terms and dates stated in an offer are indicative and not binding on the Supplier.

An order can be cancelled or changed by the Purchaser only with the Supplier's prior or subsequent written consent. If a supply of Products made to the Purchaser's specifications ends, the Purchaser shall buy all the Products the Supplier procured to fulfil the Purchaser's orders or any agreed continuous-supply obligation. Offers made by agents or intermediaries are subject to the Supplier's written approval and confirmation.

3. Prices

Unless otherwise agreed in writing, each order is invoiced at the prices stated in the Supplier's offer or, if there is no offer, at the prices of the Supplier's price list in force when the contract is concluded (article 2). Prices are EXW Borgo Veneto (PD), Incoterms® 2020, and exclude VAT and other taxes. Packaging and transport are charged on the invoice according to the Supplier's packaging price list in force at the time. The Supplier chooses the packaging best suited to the type of transport agreed with the Purchaser.

4. Delivery of goods

Unless otherwise agreed in writing, delivery is EXW Borgo Veneto (PD). The Supplier notifies the Purchaser when the Products are ready for collection and then issues the invoice. The Supplier loads the Products onto the collecting vehicle at its own cost but at the Purchaser's risk. Ownership of the Products passes to the Purchaser on delivery, according to the agreed delivery term.

If the Purchaser does not collect the Products within 5 working days of the ready-for-collection notice, the Supplier may charge storage costs from that date until actual collection, at 25,00 € per square metre per month. Payment terms (article 6) apply even if the Purchaser collects late. If payment after delivery is agreed, the payment term starts from the date of the ready-for-collection notice or, if there is none, from the agreed delivery date.

5. Delivery time

Products are delivered within the terms and dates stated in the Supplier's order confirmation. If these differ from those requested by the Purchaser, the dates in the order confirmation prevail and are an approximate reference. The delivery time starts from the latest of the following:

- the date the Supplier receives the order confirmation signed by the Purchaser;
- receipt of payment, when delivery is against advance payment due on receipt of the order confirmation;
- receipt of all technical information needed, for customised Products.

Delivery times are not essential terms for the Purchaser, unless the Purchaser has stated so in writing and the Supplier has signed it. The Supplier may make partial deliveries and issue partial invoices for the goods delivered. If the Purchaser does not accept partial deliveries, it must say so in writing in advance.

6. Payments

The Purchaser pays as stated by the Supplier in the offer, the order confirmation or the invoice. Missed, late or partial payment, any event that harms the Purchaser's financial position, or any other default of the Purchaser cancels the payment terms granted. The Supplier may then recover all its receivables at once, even if not yet due, without notice or formality. Late payments bear default interest pursuant to Italian Legislative Decree no. 231/2002.

A claim about faults or defects in the Products does not entitle the Purchaser to suspend or delay payment. No condition set by the Purchaser allows a suspension or delay of payment unless the Supplier has accepted it in writing. In case of missed or late payment, the Supplier may also, at its sole discretion and without liability for damages:

- stop processing the order;
- suspend or refuse delivery of Products ordered and not yet delivered, including Products not related to the unpaid amount, until full payment;
- withdraw or reduce any credit line granted to the Purchaser;
- request payment guarantees or different payment terms and methods, for current and future supplies.

7. Warranty

The Supplier warrants that the Products are free from defects in materials and workmanship and comply with the technical specifications and with any samples supplied or expressly approved in writing by the Supplier. The warranty lasts 12 (twelve) months from the delivery date of the Products to the Purchaser.

Claims must reach the Supplier in writing within 15 days of delivery or, for hidden defects that cannot be found with due diligence, within 15 days of their discovery, and in any case within 12 months of delivery. The Supplier may first examine the Products to check the defect and whether it is responsible. If so, the Supplier will, at its choice, repair or replace the defective Products or, if this is not possible, refund all or part of the price paid. Repaired or replaced Products are returned to the Purchaser at the Supplier's expense, transport included. Any return of Products must be authorised in advance and in writing by the Supplier and is at the Purchaser's expense.

The warranty does not cover faults, defects or lack of quality resulting from:

- raw materials, materials or components supplied by the Purchaser, or procured by the Supplier on the Purchaser's instructions;
- incorrect assembly or installation of the Products;
- improper use of the Products;
- repairs, tampering or modifications made without the Supplier's prior written consent;
- negligence or inexperience of the Purchaser or of its customers;
- normal wear and tear, poor or insufficient storage or maintenance, use of aggressive agents.

8. Termination

Without prejudice to any other remedy, the Supplier may terminate any sales contract with immediate effect, by registered letter with return receipt or by certified e-mail (PEC), if the Purchaser breaches any obligation under these General Conditions and does not remedy the breach to the Supplier's satisfaction within 15 days of the Supplier's written notice.

9. Force majeure and limitation of liability

The Supplier is not liable for any breach caused by events beyond its reasonable control, such as, by way of example: industrial action, strikes, transport difficulties, natural events, wars, civil unrest, seizure orders, embargoes, laws or acts of any authority, and missed or late deliveries by suppliers due to events beyond their reasonable control.

The Supplier's warranties and liabilities are only those expressly set out in these General Conditions. Except in cases of wilful misconduct or gross negligence, the Supplier is not liable for indirect or consequential damages, loss of profit or loss of any kind arising from the sale of the Products, within the limits of article 1229 of the Italian Civil Code and without prejudice to mandatory product liability rules. The Supplier's total liability is limited to the price paid by the Purchaser for the Products concerned, plus any amount paid by the insurers under the insurance policies of TCE Group srl.

10. Personal data

The Supplier processes the Purchaser's personal data, also in the pre-contractual phase, pursuant to Regulation (EU) 2016/679 ("GDPR") and as described in the privacy policy available on tcechargers.com. For the performance of the contract the legal basis is article 6(1)(b) GDPR, so no consent is required.

11. Governing law and jurisdiction

These General Conditions and all sales contracts of the Supplier are governed by Italian law and, for international sales of goods, by the 1980 United Nations Convention on Contracts for the International Sale of Goods (Vienna), unless the parties agree otherwise in writing. The Court of Rovigo (Italy) has exclusive jurisdiction over all disputes arising from or relating to these General Conditions and to the sale of the Supplier's Products. The Supplier may also sue the Purchaser before any court having jurisdiction over the Purchaser.

12. Language

These General Conditions are drawn up in Italian, English, Spanish and German. In case of doubt, the Italian version prevails.

Signature for acceptance

PLACE AND DATE

PURCHASER · STAMP AND SIGNATURE

Specific approval. Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the following articles: 1 (Applicability), 2 (Offers and acceptance of orders), 4 (Delivery of goods, storage costs), 6 (Payments, no suspension of payment), 7 (Warranty, claim terms and exclusions), 8 (Termination), 9 (Limitation of liability), 11 (Governing law and jurisdiction).

PLACE AND DATE

PURCHASER · STAMP AND SIGNATURE