

## GENERAL SALES CONDITIONS

### Applicability

The following general sales conditions regulate the contractual relationship following the confirmation of an order. The Buyer's sales conditions will not apply, unless expressly accepted by FUTURASUN Srl (hereinafter "FUTURA") in writing.

FUTURA warranty – lasts for a period of fifteen (15) years from the date of purchase – Warranty states that PV Modules shall be free of all material defects and workmanship defects, and they are suitable for the purpose they are made for, as specified in applicable technical documentation or in statements supplied with the order confirmation. If there are any defects or faults affecting the functional use of the PV Modules, FUTURA will, at its option, either replace or repair (partially and/or totally) the flawed Modules. Any costs associated with transportation, removal and reinstallation of the PV Modules, will be covered by the Buyer.

### End of supply

The purchasing order is irrevocable by the Buyer, and is considered to be final, only after the Buyer has received FUTURA's formal confirmation of order. After such confirmation, the purchasing order cannot be annulled without FUTURA's prior written acceptance. In such case FUTURA has the faculty to claim an appropriate compensation for expenses and obligations, derived from the starting of the order processing.

The prices indicated in the catalogues/pricelists are purely indicative and may change during the validity time of the aforementioned catalogues/pricelists, due to a change in Production costs. Once confirmed, as per conditions stated in the art. 2.1, the sale prices indicated in the order, will become binding, except for the circumstances in which the change in Production costs is unpredictable and beyond FUTURA's control.

With regard to the supply of the Products, and in particular of photovoltaic modules, if necessary, FUTURA has the right to substitute modules of the same or better specification than those ordered, if these are unavailable.

### Delivery

In conformity with the article 1510 of Italian Civil Code, the delivery takes place at FUTURA's warehouses and is completed at the moment of loading the Products for delivery to the Buyer, carrier or the shipping agent appointed by the Buyer, unless otherwise specified in the order confirmation.

The delivery terms, unless otherwise agreed by both parties, are purely indicative. In case the order processing is disrupted by Force Majeure events, irregularity of the raw materials supply or by other



unpredictable circumstances, the delivery times will be considered extended and the new ones will be agreed by the parties.

The Buyer must verify the quantity of the goods and the integrity of the package sent jointly with the carrier or the shipping agent. Eventual claims of differences in quantity or damaged packages, must be made within eight (8) days from the delivery of goods. No return of Products is allowed, unless agreed with FUTURA in advance. In such case the Buyer will be responsible for the returned carriage and packaging.

### **Force Majeure**

The Parties will not be considered responsible for any delays, incomplete or failed fulfillment of the present contract, caused by Force Majeure. Force Majeure indicates any event or circumstance independent from the will or power of the interested Party, and beyond their control, with the principles of total unpredictability and insurmountable factors. The following list of examples of Force Majeure events is not intended to be complete or stringent: lack of raw material on the national and international markets, strikes that block normal operation of a company, thefts or fire in the Supplier's headquarters that prevent or delay the Production activity, natural calamities, wars, insurrections, factum principis.

Any Force Majeure event will suspend the fulfillment of the present contract only for the duration of the event itself. The Party willing to avail of this clause, must communicate its decision to the other Party immediately through a registered letter with advice of receipt by e-mail or fax.

### **Penalties for failure in collection**

If FUTURA has informed the Buyer in writing that the Products are ready for collection and in the ten (10) days following the receiving of the communication, the Buyer does not take goods into delivery, by organizing the transportation, or does not make the delivery possible due to reasons attributable to the Buyer, FUTURA will charge the Buyer a penalty. The penalty will correspond to one percent (1%), of the value of the non-delivered goods for each week that the delivery is delayed up to a maximum of 20% of the value of the non-delivered goods. The amount will be billed for each week of delay, after the tenth (10) day following the receipt of the above mentioned communication.

After the thirty-first (31) day following the receiving of the aforementioned communication, without the Buyer having taken the Products into delivery, FUTURA will have the right to cancel the contract in conformity with article 1456 of Italian Civil Code, keeping as a penalty the sums already paid by the Buyer, but not exceeding twenty percent (20%) of the non-delivered goods value. FUTURA reserves the right to claim for compensation for further damages caused by the Buyer's breach of contract.

### **Ways of payment**

Payments must be made on the date/dates and with the conditions specified in the invoice sent by FUTURA.

FUTURA reserves the right to transfer of receivables.



### **Late payment or failure to pay**

In case of a down payment to be paid by the Buyer when the contract is signed, FUTURA reserves the right to cancel an order if the down payment is delayed for more than ten (10) days following the order confirmation. In such case, the Buyer has no right to penalties or compensation for further damages.

In case of a failed timely payment by the date stated in the invoice, the Buyer will have to pay the delay interest in conformity with the Legislative Decree N° 192 from 9 November 2012.

FUTURA has the right to compensation for any further damages caused by the Buyer's failure to fulfil payment conditions.

### **Order suspension**

At any time, FUTURA can decide to suspend the supply, if the Buyer's financial or economic conditions change, in conformity with article 1461 of the Italian Civil Code, or in case of a late payment of one or more instalments, with a prior notice to the Buyer.

### **Retention of title**

FUTURA retains ownership of the Products until the full payment has been received, including delay interest and any other amounts that may be due.

Any act by the Buyer that, without a specific written agreement, may compromise FUTURA's property right, will make the Buyer liable to fully compensate FUTURA for any damage caused.

The Buyer does not have the right to use any Product still owned by FUTURA as collateral or as a guarantee to the payment of its debt. If the Buyer does so, all amounts due to FUTURA will immediately become collectible.

In case of the resale of the Products to sub-purchasing third parties, with the written authorization of FUTURA, the original Buyer must in all cases inform the third party of FUTURA's retention of title on the offered Products until full payment is made.

### **Technical information**

FUTURA reserves the right to introduce any convenient or appropriate modifications to the technical characteristics of the Products, appropriate for improvement of productivity and/or safety of the Product, without any prior notice.

If the Buyer proposes any technical modifications to FUTURA's offer or order confirmation, their fulfillment becomes compulsory only with a full written agreement between the Parties..

### **Warranty**

The Buyer agrees to have read the Product and Performance Warranty and accept the stated terms.



The Warranty, though, will not apply if the Buyer fails to fulfill its obligations for payment for the Products supplied by FUTURA or other additional services provided by FUTURA.

### **Exclusion clause**

**12.1** Unless otherwise agreed by the Parties in writing, the following items are not included in the supply:

- all the electric cables and ducts, except for integrated connections between the PV modules;
- all the interface boards with the public grid and string boxes;
- mounting, commissioning and final testing;
- any item or service not specified in the order confirmation.

### **Intellectual Property**

FUTURA reserves the rights, the title and intellectual property rights on documents, plans and files supplied to the Buyer.

The Buyer agrees not to supply the documents to third parties, or divulge its complete or partial contents, without written consent from FUTURA.

### **Disputes**

All rights and obligations of the Parties are governed by the Italian law with the exclusion of the UN Convention on international sales contracts (Wien, 1980).

For any dispute concerning the contracts signed by FUTURA, their interpretation and/or their execution, the exclusive place of jurisdiction is Padua Court (Italy).

Any eventual disputes regarding the Products do not exonerate the Buyer from fulfillment of the payment terms, the contractual obligations and any other provisions provided in this document.

### **Privacy**

In compliance with the legislative decree N°196/2003, the Buyer has been informed that their personal data are inserted into FUTURA's database. This is necessary for the correct progression of the contractual workflow and fulfillment of some law provisions, for statistics, sales, marketing and promotional purposes, credit tutelage and management, and transfer of receivables. The Buyer's personal data is processed with the aid of automated and paper means by authorized personnel, with the use of security measures to guarantee its confidentiality. The Buyer's personal data can be communicated to public authorities, subsidiaries of the group, debt collection firms or companies, holdings and associations with commercial, marketing purposes or for market research.

The Buyer can contact FUTURA - the data controller, to exercise their rights listed in the aforementioned Legislative Decree. For this purpose, the Buyer has been informed that they can have access to their personal data at any time, request a data update, rectification or cancellation and/or oppose the data processing.



The Buyer

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*Stamp and signature of the legal representative*

TO BE WRITTEN ON THE FRONT SIDE OF THE ORDER

*In conformity with articles 1341 and 1342 of the Italian Civil Code, the customer states to expressly approve the following clauses: 1 ; 2; 3; 9; 11; 14.*

The Buyer

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*Stamp and signature of the legal representative*

