
	Title General Terms and Conditions of Sales	Code D-0031855	Version 3.0
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LU-VE GROUP GENERAL TERMS AND CONDITIONS OF SALES

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1. SCOPE AND APPLICATION

- 1.1. These General Terms and Conditions of Sales (hereinafter "GCS") apply to each Sale between the following companies of the LU-VE Group, LU-VE S.p.A., TGD S.p.A., Sest-Luve-Polska Sp.z.o.o., LU-VE Netherlands B.V., HTS s.r.o., Spirotech Heat Exchangers Pvt. Ltd. (each of them defined as the "Company") and their Customers and will be integral part of any commercial offer, Order Confirmation and contract entered into by the Parties.
- 1.2. It is to be understood that the Sale will in no way be governed by the Customer's general purchase conditions, not even in the event that reference is made to the latter or the same are contained in any documentation from the Customer.
- 1.3. All Sales will be governed by these GCS and the documents indicated below which must in any case be in written form. In the event of any conflict, discrepancy or contradiction between them, the order of priority of the documents is as follows:
 - a) Order Confirmation;
 - b) Special Conditions of Sale ("SCS");
 - c) Framework Contract;
 - d) Offer;
 - e) GCS.
- 1.4. These GCS are usually delivered to the Customer in written form or in electronic version together with the commercial offer, contract or invoice and in any case are made available on the Company's website where the Customer can learn about them at any time. Unless otherwise provided for by the law applicable to these GCS, the approval of the same takes place by signing by the Customer.
- 1.5. In the event that one or more provisions of these GCS are invalid or ineffective, this invalidity will not affect the validity and effectiveness of the remaining provisions contained in these GCS.
- 1.6. If the Sale involves several companies of LU-VE Group, GCS of the Company issuing the sales invoice will apply.

2. DEFINITIONS AND INTERPRETATION

Unless otherwise defined within these GCS, the following terms will have the meaning attributed to them as specified below:


- 2.1. **"Company"**: indicates the Company of the LU-VE Group which, depending on the case, is party to the Sale;
- 2.2. **"Customer"**: indicates any company, entity or individual who purchases the Products as part of its commercial or professional activity;
- 2.3. **"GCS"**: indicates these General Conditions of Sale;
- 2.4. **"Framework Agreement"**: indicates the contract which might be entered into by the Parties having as its object specific terms and conditions of ongoing Sales between them;
- 2.5. **"Order"**: indicates the order issued by the Customer towards the Company including request for Products;
- 2.6. **"Order Confirmation"**: indicates the confirmation of the Order sent by the Company to the Customer;
- 2.7. **"Parties"**: indicates the Company and the Customer;

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- 2.8. "**Price**": indicates the Price as specified in the Order Confirmation;
- 2.9. "**Product**": indicates any product or application sold by the Company, in particular meaning:
- a) Unit coolers, air cooled condensers, CO2 gas coolers, dry coolers, industrial application, hereinafter "**Air Heat Exchangers**";
 - b) Heat exchangers for refrigeration, air conditioning, mobile applications and home appliances, hereinafter "**Coils**";
 - c) Glass doors and closing systems for professional, industrial and domestic refrigeration equipment, hereinafter "**Glass Doors**";
 - d) Glass doors and hotel rooms and lift cars mirror equipped with IoT technology, hereinafter "**Digital Signage**".
- 2.10. "**Sale**": indicates any sale of Products by the Company;
- 2.11. "**SCS**": indicates the Special Conditions of Sale agreed between the Parties.

3. ORDER AND ORDER CONFIRMATION


- 3.1. The Customer must submit the Product Order by e-mail in the formulation requested by the Company. It must contain the type, quantity of the Products and the delivery time requested.
- 3.2. In the case of purchases of Coils, Orders for values of less than € 1,000 for each type of Product ordered are not allowed, except with the written consent of the Company. Orders of spare parts and sample Orders are excluded from this limitation.
- 3.3. The Order sent by the Customer can be cancelled within 48 hours of issue. If not cancelled within that time, the Order shall be considered irrevocable. Unless otherwise agreed, in any case the Company will be bound exclusively to the content of the Order Confirmation from the moment it will be sent to the Customer. Should the Parties agree on changes to the Order before an Order Confirmation has been issued by the Company, the Customer will be required to issue a new Order.
- 3.4. All special requests must be agreed in writing with the Company before issuing the Order. In each case, the Company reserves the right to verify its feasibility and reject the Order.
- 3.5. If the Order received from the Customer is accepted, the Company will send the Customer an Order Confirmation containing the type and quantity of the Products, the price of the Products, place and terms of delivery, billing methods and payment deadlines. In the event of delays or inability to produce within the terms indicated in the Order Confirmation for reasons not attributable to the Company, the Company will promptly inform the Customer in order to agree on new delivery terms, it being understood that the Company will be expressly released from any liability. In such cases the Customer will not have the right to request the payment of interest on any advances already paid.

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- 3.6. Any changes to the confirmed Orders requested by the Customer must be agreed in advance in writing with the Company before submitting a change to the Order. Any request for changes or communications by the Customer during the order process that do not have a written form will not be taken into consideration. The Company reserves the right to accept changes at its discretion. In the event that changes to the Order lead to delays in delivery times, new delivery times will be agreed between the Parties, it being understood that the Company will be expressly relieved of any liability for delays with respect to the original terms. In the event that changes to the Order requested by the Customer lead to price changes, the Company will inform the Customer, in order to reach an agreement to that effect with the latter. Changes to the price and delivery terms will not entitle the Customer to cancel the Order. The Order modified according to the aforementioned requirements must be confirmed in writing between the Parties.
- 3.7. The Company, after informing the Customer, reserves the right to make constructive changes to the technical data or models of the goods sold deriving from technological developments or modernizations that do not in any way lead to a worsening of the parameters, technical characteristics and functionality of the object of the Sale.
- 3.8. If the Customer cancels an Order already confirmed, he shall pay a penalty equal to 10% of the value of the Order except demonstration of greater damage and shall reimburse any materials already purchased by the Company, as well as the labour cost borne for its production.
- 3.9. Unless otherwise specified in the Order Confirmation, the Sale between the Parties is considered concluded at the time of the issue of a complete Order Confirmation by the Company.
- 3.10. All catalogues, brochures, advertising information and technical data contained therein are for information only. The drawings of the Products that will be object of the Sale if delivered together with the offer are of informative nature. The actual and binding designs will be sent to the Customer only after the Order has been issued. The Parties agree to consider as binding and effective for the purposes of the Sale only the technical data and parameters of the Products confirmed in writing by the Company in the Order Confirmation. The Company may use materials suggested or requested by the Customer if the Company's technical department deems them reliable and usable for production.

4. PRICE AND PAYMENTS


- 4.1. The Price of the Product will be defined in the Order Confirmation or, failing that, contained in an offer document or in a price list. The Price is quoted for delivery ex works, excluding taxes, insurance, duty, transport costs or other additional costs related to the supply, unless otherwise agreed between the Parties.
- 4.2. The Company will promptly inform the Customer of any updates to the Product price lists. The updated price list will come into force 7 days after notification to the Customer and, unless otherwise agreed between the Parties, will apply to deliveries of Orders already issued. The Customer will have the right to cancel, as a consequence of the price list update, Orders issued and not yet delivered by communicating it in writing to the Company within 15 days of receiving the new price list. Silence will be considered as a waiver of exercising the right of withdrawal. In any case, the Customer will be required to purchase the Products, if the production has already been completed, and to refund the components purchased for their production.

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- 4.3. In the event of a change in the costs of raw materials or other variables subject to market quotations, as well as the inflation-related increases, the Company will have the right to adjust the prices being supplied, subject to notification to the Customer.
- 4.4. The payment must be valid, clearing and received in the Company's bank account within the agreed deadline and indicated in the invoice or *pro forma* invoice. The Client will not be allowed to compensate or withhold the payments for any reason, unless specifically agreed by the Parties.
- 4.5. In the event of late payment, default interest will accrue on the amounts due for commercial transactions calculated on the basis of the provisions of the law. The obligation to pay interest on arrears in the event of late payments is automatic and not subject to the need to send a formal notice to pay. If the delay is not insignificant, the Company may order the Customer to fulfil within a reasonable period, after which it will have the right to declare the contract terminated.
- 4.6. The transfer of ownership of the Products to the Customer will take place only at the same time as the passage of the risk on the Products envisaged by the Incoterms delivery terms established for the Sale.
- 4.7. The discovery of defects on the Products will not entitle the Customer to withhold the payments due.
- 4.8. The Company reserves the right to make the acceptance of Orders or the delivery of pending Orders dependent on compliance with the payment conditions or payment of overdue debts relating to previous Orders. If the Customer does not respect the payment conditions, the Company will be authorized to cancel Orders already confirmed.

5. DELIVERY

- 5.1. The Company undertakes to make every effort to delivery by the confirmed date stated in the Order Confirmation and subsequent amendments, provided that all the necessary information for the correct execution of the Sale have been received by the Company. If no delivery time has been agreed, the Company shall have the right to schedule delivery at its discretion.
- 5.2. Unless the Parties agree to Incoterms® terms having different effects, the delivery of the Products is carried out *FCA* (Incoterms® 2020) at Company premises. The passage of risk and the danger of loss/damage of the Products will be transferred to the Customer in accordance with this term.
- 5.3. In the event of a delivery delay due to carrier delays, the Company will be relieved of any liability for failure to deliver the Products within the agreed terms. Should there be causes of force majeure or delays of the Company's suppliers, the Parties will agree on the extension of the delivery term as far as reasonably necessary. In no case can this delay in delivery give rise to any liability of the Company in towards the Customer. Furthermore, right oh withdrawal in case of late in deliveries is excluded.
- 5.4. Should the *FCA* Incoterm apply to the Order, the Company will communicate to the Customer, through a specific notification, the moment in which it is possible for the Customer or for the carrier appointed by him to collect the Products.

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5.5. If, after 20 (twenty) days from the notification of goods ready, the Customer or the carrier appointed by him has not collected the Products or has not provided the Company with the information necessary for the shipment or consented to it, the Company will have the right charge the Customer an amount equal to 1.5% (one point five percent) of the gross Price of the Products to be collected per week of delay as a penalty and to deposit the Products at an external warehouse, charging the Customer the related costs and expenses. After the expiry of 20 (twenty) days period from notification of goods ready without the picking of the goods has occurred for reasons attributable to the Customer, the risk of damage will be automatically transferred to the Customer. The warranty of the Products must be understood as starting from the same term. Furthermore, the Company will be authorized to issue the invoice despite the failure to take delivery of the goods.

6. INSPECTION AND ACCEPTANCE

- 6.1. The Customer will be responsible for inspecting the Products upon delivery at the destination. Any divergence from the Order Confirmation, defect, damage to the Products or qualitative or quantitative discrepancy with respect to the Order Confirmation must be promptly reported to the carrier and the Company in written within 8 (eight) days of delivery together with appropriate proof. In the absence of such notification, the Product will be considered accepted.
- 6.2. Any inspection visits by the Customer to the Company's plants must be agreed in advance between the Parties.

7. WARRANTY


- 7.1. The Company guarantees that the Products sold are produced in compliance with the applicable EU legislation and are free from manufacturing defects.
- 7.2. With reference to Air Heat Exchangers, Glass Doors and Digital Signage the warranty is granted for a period of 24 (twenty-four) months from the date of delivery to the carrier.
- 7.3. With reference to Coils, the warranty is granted for a period of 12 (twelve) months from the date of delivery to the carrier. Terms and conditions of the warranty on the Coils supplied are specifically defined in the document "Terms and conditions of warranty" included in Annex No. 1 to these GCS and which is to be considered an integral part of the same.
- 7.4. The Company also declares that the Products are manufactured in compliance with the applicable EU regulations regarding safety, sustainability, and adequacy for the workplace.
- 7.5. To take advantage of the warranty, the Customer will be obliged to notify the Company of the defect within 8 (eight) days of delivery in the event of obvious or easily detectable defects, or from their discovery in all other cases. With regard to defects found on the Coils, the Customer must notify them by sending the form contained in Annex No. 1 to these GCS. The date of discovery of any defects that are not easily detectable must be documented. In the event of a delay in this communication, the Customer will lose any right to guarantee the Products sold.
- 7.6. Defective products or parts of them must be kept with care by the Customer until the definitive ascertainment of his rights and eventually returned at the request of the Company
- 7.7. If the detected defect is attributable to the Company, the Company will take action to repair or replace the defective product. It is understood that the cost for shipping of the product deemed to be defective will be borne by the Customer and reimbursed by the Company upon ascertaining its liability.

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- 7.8. In no case will the Company be liable for defects due to: transport of the Product; improper use of the Product; failure to comply with the instructions for installation, start up, operation, use, maintenance and conservation of the Product provided by the Company; repairs or modifications made by the Customer or by third parties; deterioration of parts of the Product (by way of example but not limited to internal parts, casings, headers) due to the Customer's incorrect assessment of the characteristics of the environment of use, or negligence in installation and maintenance whether executed by the Customer or third parties. In the event that the Sale concerns Coils, the Customer is obliged to comply with the methods and conditions of use indicated in the document "Ways and conditions of use" which constitutes the Annex No. 2 to the present GCS and which is to be considered an integral part of the same.
- 7.9. The warranty referred to in this paragraph can only operate if the Products for which the intervention of the Company is requested are equipped with labels bearing the Company's trademark, serial number or work order.
- 7.10. Notwithstanding the foregoing, in the event of a defect recognized and ascertained by the Parties, the Company may, alternatively and at its sole discretion: (i) eliminate the reported defect or, if the repair is not possible or convenient, make substitute Products available at the Company's manufacturing facility with Incoterms® 2020 FCA; or, (ii) reimburse the latter the amount paid as compensation for the defective Products.
- 7.11. If the presence of Company personnel at the place of installation of the Products is required for repair or inspection, the Customer will guarantee the necessary security measures required by applicable law. In the absence of adequate security measures, the Company may refuse to carry out the intervention or inspection.
- 7.12. The qualitative or quantitative complaint relating to part of the Products supplied does not release the Customer from the obligation to collect and pay the remaining part of the ordered Products.

8. LIABILITY

- 8.1. The liability of the Company in relation to any damage, including damage resulting from defects in the Products, divergence of the Product from what is included in the Order Confirmation, breach of contracts, pre-contractual and extra-contractual liability, is limited as indicated in these GCS.
- 8.2. The Company can be held responsible only and exclusively for not negligible non-compliance. For example, minor defects that do not make the Product unsuitable for use constitute not negligible non-compliance.
- 8.3. If the Company is to be considered responsible for any damage, this liability will be limited (i) exclusively to the damage that the Company could have foreseen with due diligence, (ii) to an amount equal to double the value of the defective Products purchased in case of purchase of Air Heat Exchangers, Glass Doors and Digital Signage, (iii) to an amount equal to four times the value of the defective Products purchased in case of purchase of Coils.
- 8.4. Without prejudice to the mandatory legal provisions, any liability of the Company is excluded for damages that do not occur directly on the delivered goods (damage generated by the defect), for further mediated or indirect damages (e.g. interruption of activity, loss of use, loss of earnings, costs for replacement plants, costs for identifying the causes of the damage, appraisals, water and environmental pollution. etc.) These limitations of liability are also valid to the extent that the Company is liable for the behaviour of its auxiliaries, collaborators or other companies of LU-VE Group.


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9. INTELLECTUAL PROPERTY

- 9.1. All intellectual and industrial property rights of the Company including, without limitation, all patent rights for inventions, designs, trademarks, know-how, technical specifications, whether they have been registered or are in the process of registration and/or de facto, as well as any application or registration relating to those rights and any other rights or form of protection of a similar or equivalent effect, will remain the property of the Company and their communication or use in the context of the Sale does not create, in relation to them, any right or claim of the Customer.
- 9.2. The Customer will use the Company's intellectual and industrial property rights only if and to the extent that this is expressly permitted in writing by the Company and will refrain from using and / or requesting the registration of trademarks similar to those owned by the Company.
- 9.3. If the Customer intends to register a patent, a design or utility model for a product that contains components marketed by the Company, the Customer must first obtain the consent of the Company and, in any case, the Company's right to market this component without any limitation remains unaffected.
- 9.4. If, during the collaboration between the Parties for the realization of the Sale, new applications are designed or new products developed, these will be the exclusive property of the Company which will be able to dispose of them without limitations, without prejudice to any co-ownership or license rights established by the Parties with a specific separate agreement.
- 9.5. In the event that the Company uses products or technologies provided by the Customer, the Company will in any case be released from any liability in the event that third parties make claims relating to the Customer's non-compliance with their intellectual property rights.

10. CONFIDENTIALITY

- 10.1. The Customer undertakes not to disclose to third parties and to keep confidential the documentation exchanged with the Company and the information relating to the Company disclosed during the collaboration, concerning, for illustrative yet incomplete purposes, know-how, software, productive processes, economic and financial situation, commercial strategies, drawings, models, distribution processes, clients or suppliers, as well as all documents, drawings, analysis, researches prepared by the Customer or by third parties, having as its object the aforementioned information, whether or not marked as "confidential".
- 10.2. The Customer also undertakes not to disclose any information concerning the commercial partnership of the Parties, its implementation and its results.
- 10.3. The Customer shall use confidential information for the sole purpose of implementing the commercial partnership of the Parties and shall refrain from any different usage. Confidential information could be communicated to employees and consultants only to the extent they have a need-to-know such confidential information for the implementation of the commercial partnership, provided that such employees and consultants are informed and undertake to comply with the present confidentiality obligations. The Customer shall be responsible of the compliance of such obligations by its employees and consultant.
- 10.4. The obligations as per this paragraph are not referred to the information which were already of public domain yet before the establishment of the commercial partnership with the Customer or were disclosed with the prior consent of the Company or by order of Judicial Authority.

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10.5. The obligations referred to in this paragraph will continue, as well as for the entire duration of the collaboration between the Parties, for the further period of 10 (ten) years from the end of the same even if the Sale has been terminated by one of the Parties.


11. CODE OF ETHICS

11.1. The Customer is aware that the Company has adopted and implements a Code of Ethics, containing the behavioural principles that guide the Company, available on the company website, which the Customer declares to have read and understood. The Customer adheres to the principles of the Code of Ethics and undertakes to respect its contents, principles, procedures and, in general, to refrain from any behaviour included in the offenses indicated in Legislative Decree 231/01 and subsequent amendments or in other comparable laws and referred to in the Code of Ethics. The Customer also undertakes to respect and ensure that all the collaborators of the Customer comply with all the principles contained in the aforementioned documentation. The violation of the rules provided for by the aforementioned documents will represent a serious contractual breach. The Customer indemnifies the Company as of now for any penalties or damages that may arise to the latter as a result of the violation of the aforementioned documents by the Customer or the collaborators of the Customer.

12. TERMINATION AND SUSPENSION

- 12.1. In the event of the Customer's non-compliance with the non-minor obligations of the Sale, the Company will have the right to suspend the execution of the Order or to terminate the Sale with immediate effect by giving notice to the Customer 7 (seven) days before the termination of the effects. For example, but not exhaustively, these are non-compliances of no small importance: non-payment by the Customer protracted for more than 30 (thirty) days from expiry, non-compliance with the obligations relating to the intellectual property rights of the Company, non-compliance with confidentiality obligations, non-compliance with the provisions contained in the Company's Code of Ethics, as well as the commission of offences referred to D. Lgs. 231/2001 or to other comparable laws adopted by the legal system of the Company.
- 12.2. The Company also reserves the right to declare the Sale terminated or suspended if the economic and / or financial conditions of the Customer become such as not to guarantee the complete fulfilment of the latter's obligations towards the Company. In such case the Company will be released from any liability for delay in delivery.
- 12.3. The Company reserves the right to suspend the execution of Orders if its receivables due from the Customer exceed the amount of credit established by the Company and the Customer does not fall below that threshold through advance payment or payments of issued invoices. The deadline for the delivery of the Products will be automatically extended if the execution of these orders is suspended.
- 12.4. The Company also reserves the right to suspend the execution of the Orders if there are open disputes on previous Orders until the causes and responsibilities have been ascertained.
- 12.5. Without prejudice to the above provisions, the Company will also have the right to claim damages arising from the breach of contractual obligations by the Customer.

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- 13.1. Force majeure is any event that does not depend on the will and conduct of the Company and which limits or impedes its productivity in any way (by way of example and not limited to: strikes, natural causes, pandemics, epidemics, fires, floods, wars, accidents, explosions, partial or total failure of the machinery and equipment used to manufacture the Products, unavailability or limitations of electricity, utilities, transport, failure or delay in delivery of raw materials or part of them by of suppliers due to administrative measures or any other cause independent of the control of the Company).
- 13.2. Any breaches of contract by the Company due to force majeure will not entail any liability towards the Client. If there are time limits for the execution of the contractual services, these will be considered extended for a period equivalent to that in which it is still impossible to perform the service. In the event that the force majeure event lasts for more than 90 (ninety) days, the Company will have the right to terminate the Sale with written notice to the Customer with 10 (ten) days' notice after reimbursement of payments received within such date for non-performed sales, without any right to compensation for any damages. and reimbursement of any other costs and expenses incurred for any reason whatsoever which will in any case always be borne by the Customer. It is understood that if the act of force majeure does not prevent the Company from partially performing its service, the Customer will be obliged to pay the agreed amount for the services performed.

14. APPLICABLE LAW AND JURISDICTION

- 14.1. The law applicable to the Sale is the law of the country where the Company is registered, with the express exclusion of the application of the Vienna Convention of 1980 on the international sale of goods.
- 14.2. In the event of a dispute arising between the Parties about rights arising from the Sale, the Parties undertake to cooperate in order to reach a friendly resolution. In the event of no agreement, the Court territorially competent according with the Company operational headquarter, will be exclusively competent to decide the dispute.

15. PRIVACY

- 15.1. The Customer acknowledges that the provisions of the privacy legislation - Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, hereinafter "**GDPR**" - concern the processing of personal data, that is related only to natural persons, acquired and processed by the Company for the conclusion and execution of the Sale and are not applicable to data referring to companies, organizations and associations. For the purposes of these GCS, the Company may carry out the processing of personal data concerning (i) the Customer, whether an individual company or a freelance professional, and / or in any case (ii) the Client's representatives, exponents, employees or collaborators.

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15.2. The Customer declares to be aware, pursuant to art. 13 of the GDPR, that the personal data communicated by the same during the pre-contractual phase, the conclusion of the contract, as well as those collected during the course of the commercial relationship in particular for the execution of the Sale, as well as those collected in connection with the termination of the contract are collected and processed by the Company, as Data Controller, exclusively for these purposes and for the related regulatory, administrative and accounting obligations, in the fulfillment of specific legal obligations or on the basis of the legitimate interest of the Company, using suitable methods and procedures. (also computerized), through the specifically appointed internal staff and through external collaborators designated as managers or persons in charge of processing. The Customer acknowledges that, with regard to the personal data processed for the conclusion and execution of the Sale, the natural person to whom the data refers (the **"Data Subject"**) enjoys the right of access, rectification, limitation, cancellation, portability and opposition (art. 15 - 22 of the GDPR), as well as the right to complain to the national Supervisory Authority.

15.3. It is the Customer's responsibility to guarantee the lawful use of personal data concerning, by way of example and not exhaustively, any of its representatives, representatives, employees and collaborators, which are communicated to the Company for the purpose of concluding and executing the Sale and, in particular, the correct fulfilment of the disclosure obligations towards the interested parties as well as, where necessary, the collection of their consent, as regards the processing of their personal data by the Company for the aforementioned purposes in the terms highlighted above.

Annexes:


1. Terms and conditions of guarantee for Coils - D-0029221
2. Terms and conditions for use of Coils - D-0029538

Date

Signature and stamp of the Customer

The following items are expressly approved: 3 (Order and Confirmation of Order), 5 (Delivery), 6 (Inspection and Acceptance), 7 (Warranty), 8 (Liability), 9 (Intellectual Property), 10 (Confidentiality) and 14 (Applicable Law and Jurisdiction).

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Signature and stamp of the Customer
