

## GENERAL TERMS AND CONDITIONS

---

### Effective from 01 August 2022

- These general terms and conditions (hereinafter, "GTC") shall apply to the sale and supply of products covered by the purchase orders submitted by the customer (hereinafter, the "Buyer") accepted by Silla Industries S.r.l. (hereinafter, "Silla") in the manner set forth in Article 2 below.
- These GTC shall prevail over any other terms or conditions, if any, contained in Buyer's orders or purchase confirmations that are inconsistent with these GTC.
- Silla is a company operating in the field of design, manufacture and sale of electric charging systems for electric vehicles, having the features detailed in Annex A to GTC;
- The Buyer is an entity engaged in the sale and/or installation of electrical and electronic equipment.

### 1. VALUE OF THE FOREWORDS AND ANNEXES

- 1.1** The recitals and Annexes to these GTC form an integral and substantive part of these GTC.

### 2. IRREVOCABILITY OF THE ORDER

- 2.1.** The order issued by the Buyer shall be deemed irrevocable and binding from the date of signature by the Buyer.
- 2.2.** The order shall be deemed to be confirmed by Silla only if confirmed in writing by Silla and transmitted to Buyer by e-mail, or tacitly upon commencement of the performance of the supply.
- 2.3.** Upon confirmation by Silla in the forms set forth in Art. 2.2 above, the order shall take the form of a purchase and sale contract.
- 2.4.** By Buyer's acceptance of the order confirmation and any attachments thereto, Buyer expressly waives any and all objections or claims with respect to the technical specifications if they are consistent to those set forth in Exhibit A to these General Conditions of Sale.
- 2.5.** Should the Buyer cancel the order, or in case of late or refused collection of ordered goods even partial, Silla shall be entitled to receive, by way of reimbursement for expenses incurred an amount equal to 50% of the value of the undelivered goods, without prejudice to the right to compensation for greater damages suffered.

### 3. DELIVERY TERMS

- 3.1.** The delivery terms are merely indicative and not peremptory, whereby any delays related to the supply of raw materials, i.e. with the suspension of the production cycle, strikes (both of Silla's employees and of its own suppliers), fortuitous events or force majeure (such as riots natural disasters, epidemics, acts of vandalism, theft, robbery, extortion, acts of war directly affecting Silla or the latter's suppliers) shall not entitle the Buyer to take action for termination of the contract, for compensation for damages, or to demand Silla the payment of any penalties.
- 3.2.** The delivery date is subject to the stock availability of the goods included in each order. The average delivery time for each order is 10-15 days for standard list products, and 25 business days for off-list products.
- 3.3.** Even in the case of the setting of essential deadlines, Silla's liability for delay due to any of the causes explicated in Art. 3.1. above will remain excluded. The exemption of liability will still apply even if any of the aforementioned events occurs into on the expiry date of the contractual delivery deadline.
- 3.4.** Silla shall always be entitled to make partial shipments or deliveries.

### 4. COMPLAINTS

- 4.1.** Complaints regarding defects or faults found on Silla's products, shall be brought to the attention of Silla by the Buyer within 8 days of their discovery and in any case no later than 12 months from the delivery of the products the subject of the alleged defects and faults.
- 4.2.** The complaint must be made by registered mail (with return receipt) or by e-mail, with a description of the complained defects and faults, and must indicate the invoice number encompassing the relevant products.

- 4.3. Silla will provide feedback to the request within 7 days after receiving the complaint.
- 4.4. Silla shall be entitled to make any improvements to its products that it deems appropriate, without giving prior notice to the Buyer and without this constituting grounds for the Buyer to raise objections or claims about any deviations from the advertising, commercial and technical documentation distributed by Silla.

## 5. PRICES AND ANY CHANGES

- 5.1. Silla sells its products at the price list in force at the time of receipt of the order by the Buyer. Silla is entitled at its discretion, upon agreement with the Buyer, to apply discounts on the price resulting from the price list.
- 5.2. Prices under the applicable price list also include costs related to standard packaging. However, the Buyer will be charged the price paid by Silla for any specific packaging requested by the Buyer
- 5.3. Should the costs of raw materials undergo increases of more than 5%, compared to what was agreed with Silla's own supplier at the time the list prices were elaborated, Silla reserves the right to transfer such increases to the relevant sales prices, upon prior written notice to the Buyer. No price increase will be allowed for already-confirmed purchase orders whose fulfillment has been set by Silla within 15 days from the date of order confirmation.
- 5.4. Silla reserves the right to indicate a recommended price to be charged to Buyer's end customers, it being understood that such indication shall not be binding on Buyer.

## 6. PAYMENTS

- 6.1. Payments shall be made on the terms and in the manner specified in the order confirmation.
- 6.2. The Buyer shall bear the risks associated with the shipment of the amounts or securities or other agreed means of payment, whichever form of shipment is chosen.
- 6.3. Payments made by bank cheques, bills of exchange, assignments of credit and in general by means other than cash, bank transfer or cashier's cheque, shall be understood to be payments made with recourse, therefore they shall not produce novation of the original credit. Therefore it remains the Buyer's obligation to pay the agreed price, until all issued bills of credit have been fulfilled.
- 6.4. In the case of payment in installments, failure to pay even a single installment of the agreed price shall entitle Silla to demand immediate payment of the whole price.
- 6.5. Any claims for defects and faults in the goods shall not constitute any right on the part of the Buyer to suspend or delay the agreed payments on the relevant due dates.
- 6.6. The parties agree that the terms established for the Buyer's payment obligations shall be of an essential nature, with the consequence that their breach by the Buyer shall entitle Silla to suspend or delay deliveries of the ordered goods - even in case of already accepted orders - and any other obligations arising from this contract, or to terminate this contract.

## 7. INTERESTS

- 7.1. In case of non-payment or delayed payment, Silla shall charge the Buyer default interests pursuant to Italian Legislative Decree 192/2012, in addition to legal fees for the recovery of the debt.

## 8. RESERVATION OF PROPERTY

- 8.1. The sale of the goods shall be deemed to be made subject to Silla's retention of title until the price is paid in full.
- 8.2. In the meantime, the Buyer shall be constituted as guardian or custodian of the products.
- 8.3. All risks and liabilities resulting from damage or loss of the goods also as a result of theft, fire, etc. and any fortuitous event or force majeure will be borne by the Buyer, as bailee of the goods from the moment of their delivery to the carrier. The Buyer shall in any case be bound, notwithstanding the occurrence of the above events, to comply with its payment obligations.
- 8.4. Silla shall be entitled to terminate this contract should the Buyer allow the goods sold to be seized or foreclosed at the request of third-party creditors, without declaring Silla's ownership, and without giving Silla immediate notice thereof by registered letter. In such a case, the amounts already paid shall remain vested in Silla, by way of compensation, without prejudice to the right for Silla to claim the greater damages suffered.

## 9. WARRANTY

- 9.1.** Silla guarantees the optimal quality of materials and components of its products, which are designed and manufactured in accordance with EC directives.
- 9.2.** The duration of the warranty is 24 months from the date of issuance of each sales invoice, which is transmitted to the Buyer by e-mail, regular mail or through the carrier appointed at Buyer's expense.
- 9.3.** The construction characteristics of Silla's products are described in the appropriate user manual delivered with the products covered by the Buyer's order.
- 9.4.** Warranty is excluded for defects and faults resulting from unsuitable storage of the material, negligence, inexperience, abnormal or incorrect use by the Buyer or the end-user customer, fortuitous events or force majeure.
- 9.5.** The effectiveness of the warranty shall cease if the products supplied by Silla are tampered with, repaired, or modified or disassembled without the control of Silla or its designee or without Silla's authorization.
- 9.6.** The warranty does not include and shall not be deemed to extend, to direct and indirect damages suffered by the Buyer, nor shall it entitle, under any circumstances, to termination of the contract or to damages for loss of use of the products during the period necessary for their repair or replacement of defective parts.
- 9.7.** The Buyer, even in case of dispute, shall make payments on the agreed due dates and in the agreed manner, under penalty of forfeiture of the right to the warranty.

## 10. TRANSPORTATION

- 10.1.** The Buyer shall, upon delivery of the products, verify whether the products correspond in quantity and quality to those described in the transport document issued by Silla.
- 10.2.** In the event that the Buyer finds any discrepancies from what is specified in the transport document, or damage of any kind, it must give written notice within 8 days from the receipt of the relevant goods .
- 10.3.** Unless otherwise agreed between the parties, transportation costs shall be borne by the Buyer.
- 10.4.** Goods will always travel at Buyer's full risk even when sold ex-destination. Transportation will be at Buyer's risk even when shipment is made by Silla's means.

## 11. USE OF PROMOTIONAL MATERIALS

- 11.1.** The Buyer agrees not to promote, advertise and sell Silla's products, using trademarks or distinctive signs other than those authorized by Silla itself, and without prejudice to the possibility of indicating the Buyer's name where this is required by applicable regulations.

## 12. MISCELLANY

- 12.1.** Any communication for which no specific form is provided for by these GTC that is required to be made under these FTCC shall be sent by e-mail to the address given below:  
For Silla Srl e-mail [sales@silla.industries](mailto:sales@silla.industries)  
For Buyer e-mail \_\_\_\_\_
- 12.2.** These GTC and its Annexes together with each order confirmation constitute the entire agreement between the parties with respect to the products and there are no promises, terms or conditions or obligations, whether written or verbal, express or implied, other than those contained in this contract. The parties also agree that the provisions of this contract may be modified only by written agreement.
- 12.3.** The Buyer shall not assign, transfer, sub-grant or otherwise dispose of its rights or duties under this contract except with the prior written consent of Silla.

### **13. COMPENSATION FOR DAMAGES**

- 13.1.** Except in case of willful misconduct or gross negligence, Silla's liability in case of default or delay shall be limited to the relevant amount of the supply under dispute.

### **14. EXCLUSIVE JURISDICTION**

- 14.1.** For all disputes related or connected to this contract, the Courts of Padua shall have exclusive jurisdiction. This shall be without prejudice to Silla's right to bring suits before other competent Courts in order to obtain the recovery of any amounts owed by the Buyer to Silla.

Padua, (date)

The Buyer (Signature)

### **SPECIFIC APPROVAL OF CLAUSES**

Pursuant to Articles 1341, 1341 bis and 1342 of the Civil Code, the Buyer, after reading the provisions contained in this contract, declares that he expressly approves, waiving any and all exceptions, the following clauses: 3.1 - waiver of liability for delays or impediments beyond our control; 3.4 - power of partial deliveries; 4 - complaints; 6 - payment terms; 9 - warranties; 10.4 - bearing the risk of transportation; 11 - use of promotional materials; 13 - limitation of damages; 14 - exclusive forum.

These general terms and conditions are a courtesy translation from the original in Italian. The Italian language will be considered as prevailing for the interpretation and application of the present general terms and conditions.

Padua, (date)

The Buyer (Signature)