

**BECKETT THERMAL SOLUTIONS**  
STANDARD TERMS AND CONDITIONS OF SALE - United States

**I. SCOPE.**

1.1. Definitions. The following defined terms are used in these Standard Terms and Conditions of Sale (these “**Terms**”): (a) “**Agreement**” means the collective terms and conditions described in (a) and (b) of Section 1.2 of these Terms below; (b) “**Supplier**” means Beckett Thermal Solutions; (c) “**Customer**” means the purchaser of the products or services; and (d) “**Products**” means the products and/or services that are purchased by Customer from Supplier.

1.2. Terms and Conditions. The terms and conditions that apply to and govern the sale of Products by Supplier to Customer and collectively form the complete and final agreement between Customer and Supplier are limited exclusively to those contained in, or expressly incorporated by, (a) as applicable, Supplier’s quotation, acknowledgement, invoice or separate written sales agreement signed by an authorized representative of Supplier, and (b) unless explicitly excluded in a written agreement signed by an authorized representative of Supplier, these Terms, whether or not they are specifically referenced in or incorporated by Supplier’s quotation, acknowledgement, invoice or separate written and signed sales agreement. The terms and conditions of the quotation, acknowledgement, invoice or written and signed sales agreement shall be read, to the greatest extent possible, as being consistent with these Terms, but any irreconcilable conflict shall be resolved in favor of the quotation, acknowledgement, invoice or separate written and signed sales agreement.

1.3. Priority of Terms. Supplier’s acceptance of any purchase order is conditioned upon Customer’s assent to the terms and conditions of the Agreement. The terms and conditions of the Agreement supersede, and Supplier objects to, terms and conditions that are in addition to or different from those that are a part of the Agreement, including, without limitation, terms and conditions appearing on or referenced in Customer’s purchase order (other than the specifics of the transaction (e.g., part number, quantity and delivery location) that are included in Supplier’s order acknowledgment), other Customer documents, Customer’s standard terms and conditions of purchase, Customer’s quality policy and other rules, standard and policies, and Customer’s web site or supplier e-commerce site, even though it may be necessary for Supplier to click an “accept,” “agree,” or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply, and no additional or different terms and conditions shall be a part of the Agreement, unless expressly made so in a writing signed by an authorized representative of Supplier. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in the Agreement.

1.4. Proposed Change and Waiver. Proposed modifications or waivers of the terms of the Agreement shall not be binding on Supplier, unless clearly expressed in writing and signed by an authorized representative of Supplier, shall be void, and shall not apply to the sale of the Products by Supplier. The preceding sentence excludes from the Agreement, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade. Supplier’s failure to object to any modification or waiver shall not operate as a waiver of any of the terms of the Agreement.

1.5. Modification of Terms. Supplier may modify these Terms at any time and without prior written notice to Customer. Any revised Terms, however, will apply only to those purchase orders received by Supplier after the effective date of the revision.

**2. ORDERS.**

2.1. Credit; Tax Resale Certificate. Purchase orders and shipments are subject to credit approval by Supplier. Supplier may, in its discretion, reject Customer’s credit application and modify, suspend or withdraw the credit amount and terms, and suspend shipping of orders, at any time and without notice to Customer. Customer shall furnish to Supplier a Tax Resale Certificate, if applicable.

2.2. Approval. All purchase orders and change orders are subject to Supplier’s written approval. Supplier may reject a purchase order and change order for any reason. Supplier will not be obligated to fulfill any request for Products that Customer is not also obligated to purchase. Customer shall be deemed to have accepted the Agreement by (a) assenting to the Agreement in writing, (b) placing an order for Products, (c) accepting delivery or performance of all or any portion of the Products, (d) paying for all or any portion of the Products, or (e) taking any other action evidencing Customer’s acceptance of the benefits of the Agreement.

2.3. Minimum Purchase Quantities. Purchase orders for less than the minimum order quantity may be increased unilaterally by Supplier to minimum quantities, in Supplier’s discretion, without further notification, and Customer shall be liable to pay for such quantities.

2.4. Order Cancellation. Customer purchase orders accepted by Supplier may not be canceled by Customer without Supplier's prior written approval and then only upon terms as shall be agreed in writing by Supplier. Supplier, in its discretion, may cancel any Customer purchase orders or change orders with notice to and without liability to Customer (except for refund of moneys already paid) if Customer's account is in arrears or manufacture or sale of the Products is, or is likely to become, technically or economically impractical.

### **3. PRICES, TAXES AND ERROR.**

3.1 Quotations. Written price quotations automatically expire 30 days after the date of quotation, unless the quotation expressly provides otherwise, and are subject to termination upon notice from Supplier within that period. Supplier shall have no liability for any oral quotation or under any oral agreement.

3.2 Prices. Unless otherwise provided in a writing that is part of the Agreement, the price for Products shall be Supplier's price set forth on a sales quote, for domestic shipments, FOB Supplier's facility, and for shipment outside the United States, Ex Works (EXW), and if the sales quote has expired, the price for Products shall be Supplier's price set forth on its order acknowledgment, for domestic shipments, FOB Supplier's facility and for shipment outside the United States, Ex Works (EXW). Prices are subject to change at any time prior to Supplier's acceptance of a purchase order. For blanket purchase orders, prices are subject to Supplier's review and adjustment, including retroactive adjustment, at any time prior to shipment. Prices are based on and assume Customer's compliance with all of the terms and conditions of the Agreement, including, if applicable, a promise by Customer to purchase a particular mix of Products, a certain quantity of Products, or a certain percentage of Customer's requirements for the Products. Notwithstanding any other terms of the Agreement, Supplier may adjust prices if any of the forgoing assumptions proves incorrect. Supplier may pass through to Customer, and Customer shall accept, any price increase imposed by a supplier or sub-vendor that Customer requires or requests Supplier to use. Except to the extent Customer and Supplier have otherwise explicitly agreed in a separate signed writing and subject to the other terms in this Section 3.2, Supplier may, in its discretion, upon 30 days' written notice, adjust prices.

3.3 Taxes. Prices do not include any taxes, fees, assessments or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of the Products, all of which shall be the responsibility of and paid by Customer or, if required to be paid by Supplier, then reimbursed upon demand to Supplier by Customer. Taxes, fees, assessments and charges set forth in the preceding sentence will be added to Supplier's invoice and shall be paid by Customer, except if exempt by law and only if Supplier received a valid Tax Resale Certificate.

3.4 Packaging. Prices are based on Supplier's standard packaging for domestic U.S. shipments. Additional charges shall apply for packaging for export shipments and other special shipping or packaging requirements requested by Customer.

3.5 Errors. Supplier may, at any time, correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Customer.

### **4. SHIPMENT AND DELIVERY.**

4.1 Dates. Notwithstanding any dates of delivery or shipment set forth in any communication or documentation, delivery and shipment dates provided by Supplier are estimates only and Supplier shall not be liable for failure to deliver on such dates.

4.2 Shipping. Freight terms for deliveries within the United States are FOB Supplier's facility, and, outside of the United States, are Ex Works (EXW) Supplier's facility (Incoterms 2020), unless otherwise agreed in writing by Supplier in advance of shipment date. Delivery of Products to Supplier's dock or other loading point ready for pickup by the first carrier ("**Delivery Point**") shall constitute delivery to Customer and, regardless of shipping terms and freight payment, all risk of loss or damage after such delivery and while in transit shall be borne by Customer. Title to the Products shall transfer to Customer upon delivery of the Products to the Delivery Point. Unless otherwise agreed in writing, Supplier may select the shipping method and carrier. Supplier may make deliveries in installments without liability or penalty, and each installment shall constitute a separate sale, in which case Supplier's payment terms shall apply to each installment separately. Delay in delivery of one installment shall not entitle Customer to cancel other installments. Supplier shall not be liable for any damage resulting from or related to a Force Majeure Event (as defined below).

4.3 Product Quantities. Supplier shall be allowed a plus or minus ten percent (+/- 10%) leeway on the quantities called for by Customer's purchase order and Customer shall accept such quantities as fulfillment of Supplier's delivery obligation.

4.4 Suspension of Delivery. Customer may postpone or delay deliveries only by providing Supplier a written request received by Supplier at least seven (7) days prior to the originally scheduled shipping date and Customer's payment in full

of the aggregate price of the Products and other costs and expenses permitted herein on or before that date. In no event may Customer postpone or delay delivery for more than 5 days without the express written agreement of Supplier.

4.5 Loss. Supplier shall not be liable for, and Customer shall not assert against Supplier or deduct from amounts owing to Supplier, claims for delay, breakage, loss or damage occurring after Supplier has satisfied its delivery obligations as set forth in Section 4.2 above. Customer shall instead make all claims for any such delay, breakage, loss or damage directly to the transportation carrier or insurer, as appropriate, and not to Supplier.

4.6 Acceptance. Customer shall not be entitled to reject or refuse to accept the Products unless they do not conform to the applicable limited warranty set forth in Section 8.1 below. Claims for shortages or other errors in delivery shall be made by Customer to Supplier in writing no later than 7 days after Customer's receipt of Products. Customer's failure to submit a written claim in accordance with the previous sentence shall be deemed unqualified and final acceptance of the Products and waiver of any shortage or other error in delivery claims by Customer.

## **5. PAYMENT.**

5.1 Payment Terms. Payment terms are net 30 days after the invoice date unless Supplier otherwise agrees in writing.

5.2 Late Payment. Customer shall be charged a late payment fee of one and one-half percent (1.5%) per month for each month in which payment is delayed, or the maximum lawful rate, whichever is lower, until payment is made in full.

5.3 Reasonable Assurances. Supplier, in its sole discretion, may modify payment terms at any time without prior notice to Customer, and may, in its sole discretion, withhold manufacturing or shipment, require payment guarantees, security, payment in advance or require another form of satisfactory security. Supplier may recover shipped Products from the carrier pending such assurances.

5.4 Security Interest. As collateral security for Customer's payment of all amounts due (including, without limitation, late fees and collection costs) and performance in full of all obligations of Customer under the Agreement, Customer grants to Supplier a first priority purchase-money security interest in and to all right, title and interest of Customer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under applicable law.

5.5 Collection Costs. In addition to all other remedies available to Supplier under the Agreement and applicable law, Customer shall be responsible to Supplier for all reasonable attorneys' fees, court costs, and collection fees should Customer default on or delay any payments.

**6. RETURNS.** No Product shall be returned without the prior written authorization of Supplier and Supplier's issuance of a return material authorization ("RMA"). Made-to-order or custom Products are not eligible for return. Unless otherwise instructed by Supplier, return freight to Supplier for authorized Products with an RMA will be paid by Supplier. Products must meet the eligibility requirements to be returned and Customer must follow all return instructions which may be obtained by contacting Supplier. Customer shall return Products to Supplier's facility no later than 14 days after Supplier's issuance of a RMA.

**7. SPARE OR REPLACEMENT PARTS.** Supplier shall have no duty to stock or provide spare or replacement parts or products.

## **8. LIMITED WARRANTY; EXCLUSIVE REMEDIES.**

### **8.1 Limited Warranties.**

(a) *Standard Products.* Supplier warrants to Customer that, on the original date of shipment, its standard Products will conform to the Product specification in effect on the date of manufacture, or identified on Supplier's print or acknowledgment, or set forth explicitly in another document that is part of the Agreement and executed by Supplier, for a period of sixty (60) days from the original date of shipment.

(b) *Custom Products.* Supplier warrants to Customer that, on the original date of shipment, custom Products will conform to the specifications set forth on a print or drawing executed by Supplier and Customer for a period of thirty (30) days from the original date of shipment.

(c) *Stainless-Steel Heat Exchanger Products.* The limited warranties set forth in subsections (a) and (b) above shall not apply to Supplier's stainless-steel heat exchanger products. The exclusive limited warranty for Supplier's stainless-steel heat exchanger products can be found at [www.beckettthermal.com](http://www.beckettthermal.com).

THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF, AND SUPPLIER DISCLAIMS, ALL OTHER WARRANTIES OF ANY AND EVERY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, TRADE USAGE, COURSE OF DEALINGS, COURSE OF PERFORMANCE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF DESIGN, PERFORMANCE, PRODUCT LIFE, OR INFRINGEMENT, WARRANTIES OF COMPLIANCE WITH CUSTOMER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES, STANDARDS AND REQUIREMENTS, WARRANTIES RELATING TO OPERATING CONDITIONS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE AND ASSUMES SOLE RESPONSIBILITY FOR DETERMINING WHETHER THE PRODUCTS ARE SUITABLE FOR CUSTOMER'S INTENDED APPLICATION AND USE.

8.2 Exclusive Remedy. If Supplier determines that the Product(s) do not conform to a limited warranty set forth in Section 8.1 above and that it is responsible for such nonconformity, Customer's sole and exclusive remedy, at Supplier's option, shall be repair or replacement of the nonconforming Product(s) or a credit of the purchase price paid by Customer to Supplier for the nonconforming Product(s). Products repaired or replaced during the applicable warranty period under a limited warranty set forth above shall be covered by the foregoing exclusive remedy for the remainder of the original warranty period. The remedies set forth in this Section 8.2 shall be Supplier's entire liability and Customer's sole and exclusive remedy and sole recourse against Supplier for a breach of warranty and for any other claim relating to the Products, regardless of the basis of Customer's claim, whether it is in contract, tort, recall, infringement, express or implied warranty, negligence, strict liability or otherwise.

8.3 Claims Procedure. To be entitled to the exclusive remedy, Customer shall (a) submit a written warranty claim received by Supplier prior to expiration of the applicable warranty period set forth in Section 8.1 above; (b) obtain from Supplier written approval to return the claimed defective Product(s) and a RMA; (c) return to Supplier's facility 100% of the Products claimed to be defective no later than 14 days after Supplier's issuance of a RMA at Supplier's cost, unless otherwise directed by Supplier; and (d) if instructed by Supplier, provide reasonable evidence in support of the warranty claim, including, engineering documentation, test results, evaluations and investigations performed by Customer or Customer's customer. Claims not made as provided in this Section 8.3 and within the applicable time period shall be barred.

8.4 Exclusions. The limited warranties set forth in Section 8.1 shall not apply to, and there shall be no warranties for, Products that Supplier determines are defective, damaged or impaired as a result of or relating to: (a) any action inconsistent with the normal and proper use and handling of the Products; (b) improper selection, handling, transportation, storage, installation, application, adjustment, modification or alteration; (c) improper or inadequate maintenance; (d) unauthorized repair (including any adjustment, modification, alteration, or addition made by anyone other than Supplier); (e) misuse; (f) use of the Product in other than its normal and customary manner; (g) accident; (h) abuse; (i) negligence (other than Supplier's); (j) freight or shipment after the Product has left Supplier's facility; (k) operation at extreme conditions.

8.5 Third Party Products. Supplier does not make any warranty and assumes no liability for products, parts, components and software that it sells but does not manufacture. To the extent third-party warranties for Products sold but not manufactured by Supplier are transferable, Supplier will pass through to Customer such transferable third-party warranty received from Supplier's sub-suppliers.

## **9. LIABILITY.**

9.1 No Consequential or Indirect Damages. To the maximum extent not prohibited by applicable law, in no event shall Supplier or any of its representatives be liable under the Agreement or in connection with the Products to Customer or

any third party, and Customer shall not assert, any of the following, whether or not due to Supplier's negligence or any other cause: (a) consequential, indirect, incidental, special, exemplary, punitive and/or enhanced damages; (b) loss of profits or revenue, diminution in value, loss of use, line shut-down, loss of goodwill, damage to reputation, cost of capital, cost of substituted product, facilities or services; and (c) claims of Customer's customers or other third parties for damages or penalties, whether or not Customer is legally obligated to pay them, regardless of whether such damages were foreseeable, whether or not Supplier was advised of the possibility of such damages, and regardless of the legal or equitable theory (contract, tort (including negligence) or otherwise) upon which the claim is based.

9.2 Limitation of Liability. Notwithstanding anything to the contrary set forth in the Agreement, in any other document, under applicable law or otherwise, to the maximum extent not prohibited by applicable law, Supplier's aggregate liability for all claims and losses arising out of and relating to the Agreement or the Products shall not exceed the price paid by Customer and received by Supplier for the individual Product giving rise to the claim or loss. In no event shall Supplier's liability to Customer for Products, parts, components, materials or software sold to Customer under the Agreement, but not manufactured by Supplier, exceed the net amount recovered by Supplier from the third-party supplier or manufacturer for any products, parts, components, materials or software giving rise to the liability or claim, and no credits or payments shall be made to Customer until such amounts are actually recovered by Supplier. The disclaimers and exclusions set forth in Section 8 shall apply even if the exclusive remedy described in Section 8.2 fails its essential purpose. These limitations shall apply even if Supplier has been advised of the possibility of the loss or damages, and regardless of whether the loss or damages were foreseeable, and whether a claim for recovery is based on breach of warranty or contract, tort, recall, intellectual property infringement, negligence, strict liability, or otherwise. Supplier's rights and remedies set forth in the Agreement are in addition to all legal and equitable rights and remedies available to Supplier.

**10. LOCATION OF MANUFACTURE.** Unless otherwise agreed by an authorized representative of Supplier in writing, Supplier may manufacture the Products at any of its facilities and may change the facility of manufacture in its sole discretion.

## **11. TOOLING.**

11.1 Ownership. Customer shall be considered the owner of all tooling, dies and similar items (a) that Customer owns and places in Supplier's possession for the purpose of manufacturing Products, or (b) that Customer pays for as separate items if Customer and Supplier specifically agree in writing that such tooling, dies or similar items will be owned by Customer ("**Customer Tooling**"). Customer shall be responsible for paying for necessary replacements of and repairs to Customer Tooling.

11.2 Customer Property. Supplier assumes no obligation or liability with respect to Customer Tooling or any other property of Customer to which Supplier is not taking title ("**Customer Property**") other than to exercise reasonable care. Supplier is not obligated to segregate, label, protect, insure or take any other specific action with respect to managing and safeguarding Customer Tooling or Customer Property. Customer accepts all risk of loss and damage to Customer Tooling and Customer Property, except for loss or damage to the extent caused exclusively by Supplier's gross negligence, and Customer waives all rights of subrogation for itself and its insurers with respect to any such loss and damage. Customer hereby grants to Supplier a security interest in the Customer Tooling and Customer Property to secure all amounts owed by Customer to Supplier. Customer consents to Supplier filing any documentation, including UCC financing statements, useful to perfecting the security interest.

11.3 Supplier Property. Supplier shall be considered the owner of all tooling, dies and similar items used by Supplier in connection with the Products other than the Customer Tooling ("**Supplier Tooling**"). Customer acquires no interest in Supplier Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Customer in relation to Supplier Tooling. Supplier may use Supplier Tooling without restriction in any of its business operations. Supplier may retain Supplier Tooling at the conclusion of the commercial relationship between Supplier and Customer with respect to the affected Products.

**12. CONFIDENTIALITY.** Price schedules, quotes, discounts, rebates or other price-related information are considered Supplier's Confidential Information and Customer shall not disclose or disseminate, and shall prohibit the disclosure or dissemination of, such confidential information to any third-party without the prior written consent of Supplier, except that Customer may disclose such confidential information with its employees who have a need to know such information. Customer's employees' disclosure or dissemination of confidential information shall be a breach of this Section 12, and Customer shall be liable for any disclosure or dissemination of the confidential information by its employees or third-parties who receive confidential information from Customer or its employees. If Customer and Supplier executed a nondisclosure agreement, the terms and conditions of the executed agreement are incorporated into the Agreement as if written in full herein.

**13. INDEMNIFICATION.** Customer shall indemnify and defend Supplier, its officers, directors, owners, attorneys, auditors, employees, agents, representatives, successors and assigns against any actions, proceedings, claims, demands, judgments, awards, settlements, penalties, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' and witness fees and court costs) relating to, connected with and/or arising from Customer's or its representatives' (a) negligence, fraud, or willful misconduct, (b) breach of the Agreement; provided, however, that Customer shall not be liable for indemnification and defense to the extent any claim or damage resulted from Supplier's gross negligence or willful misconduct.

**14. FORCE MAJEURE.** Supplier shall not be liable for any delay or failure to perform, or for any damages suffered by Customer by reason of any delay or failure to perform, if directly or indirectly arising from, related to, or connected with, any act beyond Supplier's reasonable control, whether foreseen or unforeseen, including, but not limited to, acts of God, vandalism, sabotage, accidents, fires, floods, epidemic, pandemic, quarantine, strikes or other labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts, equipment, materials, labor, power or transportation, acts of suppliers, interruption of utility services, acts of terrorism, or acts of any unit or agency of government. If Supplier is prevented from performing its obligations by force majeure, Supplier may, at its option, suspend its performance under the Agreement or terminate the Agreement, in whole or in part, without judicial intervention and without Supplier being liable to Customer for any damage or loss.

**15. COMPLIANCE WITH LAWS.** Customer shall fully comply with all applicable laws, decrees, rules, and regulations now or hereafter in effect in the United States and any other applicable jurisdiction, including, without limitation, anti-corruption and other laws, customs, UN Conventions, and import and export control laws and regulations of the United States and other countries (collectively, "**Laws**"). Without limiting the generality of the foregoing, Customer shall comply with Attachment 1 and shall not undertake or cause to be undertaken any activity that would cause Supplier to be in violation of any Laws. Consistent with the foregoing, Customer shall not (a) make any payment of or transfer directly or indirectly anything of value to any governments, government officials, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business in violation of any Laws, including, but not limited to, the US Foreign Corrupt Practices Act and International Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or (b) offer, promise, give, authorize, pay, demand, seek, request, induce or accept, directly or indirectly, any gift or payment, loans, goods, valuables, consideration, other benefit in kind or "anything of value" (whether such value is assessable or not) in order to obtain any improper advantage, or to retain or obtain business, or which would or could otherwise be construed as an illegal or corrupt practice in violation of any Laws. Customer shall fully indemnify Supplier against any and all claims, losses, liabilities or damages arising from or related to any violation or claim of violation covered by this Section 15.

**16. GOVERNING LAW AND VENUE.** The Agreement shall be governed by, construed and interpreted in accordance with the substantive laws of the State of Ohio, without reference to its conflicts of law. Venue for any dispute arising from or related to the Agreement or Products purchased hereunder shall be exclusively in the federal or state courts located in the State of Ohio. The parties agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (1980). No action, regardless of form, (except for failure to pay amounts due) arising out of transactions relating to the Agreement, may be brought by either party more than 2 years after the cause of action has accrued.

**17. SURVIVAL.** Sections 5 (Payment), 8 (Limited Warranty), 9 (Exclusive Remedy; Limitation of Liability), 12 (Confidentiality), 13 (Indemnification), 15 (Compliance with Laws) and 16 (Governing Law and Venue) shall survive and

continue after any expiration or termination of the Agreement, and bind Customer and Supplier and their legal representatives, successors, heirs and assigns.

**18. NO LICENSE.** The Agreement does not grant or convey, either directly, by implication or otherwise, any right or license to any invention, patent, copyright or other intellectual property of either party to the other party.

**19. WAIVER.** No waiver under the Agreement is effective unless it is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from the Agreement: (A) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under the Agreement; or (B) any act, omission or course of dealing between the parties.

**20. TERMINATION.** Supplier shall have the right, without prejudice to any other remedy it may have at law or in equity, to immediately cancel all Customer purchase orders and change orders and to stop all shipments to Customer, including stoppage in transit, in the event Customer fails to render payment on any invoice in accordance with the terms of the Agreement, Customer's account is in arrears, or Customer becomes insolvent, enters into bankruptcy or is placed in receivership. Any such termination shall not relieve Customer of any of its obligations existing at the time of termination, including, but not limited to, the obligation of Customer to pay for all Products received from Supplier.

**21. NON-ASSIGNMENT; CONSTRUCTION.** Customer shall not transfer or assign the Agreement or any rights or interests hereunder without Supplier's prior written consent. All headings in the Agreement and its attachment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of the Agreement or its attachment. Cross-references to Sections and Attachments shall refer to Sections of and Attachments to the Agreement.

**22. SEVERABILITY.** Should any part of the Agreement for any reason be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such decision shall not affect the validity of the remaining portion, which shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable portion eliminated therefrom. In the event that a portion of the Agreement shall be declared to be invalid, illegal or unenforceable, then the parties agree that they shall, in good faith, negotiate with one another to replace such invalid, illegal or unenforceable provision with a valid provision as similar as possible to that which had been held invalid, illegal or unenforceable to the maximum extent permissible under applicable law.

**23. INDEPENDENT CONTRACTORS; NO THIRD-PARTY BENEFICIARIES.** The relationship between Customer and Supplier is that of independent contractors. Nothing contained in any the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Customer nor Supplier will have authority to contract for or bind the other party in any manner whatsoever. The Agreement is for the sole benefit of Customer and Supplier and their respective successors and permitted assigns and nothing in the Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

**24. ENTIRE AGREEMENT.** The Agreement, its Attachment, and any nondisclosure agreement executed by the parties, if any, set forth the entire understanding and agreement between Customer and Supplier, and supersede all previous and contemporaneous agreements, whether verbal or written, express or implied, relating to the subject matter of the Agreement and the Products. The Agreement may not be altered, amended or modified except by written instrument executed by the authorized representatives of Customer and Supplier.

## **ATTACHMENT 1:**

In addition to the terms and conditions of the Agreement, Customer shall comply with the following provisions. The following terms are not a full list of applicable laws to which Customer shall comply.

### **Anti-Corruption**

- (a) Customer and any third parties engaged by Customer shall not unlawfully offer, promise or provide any payments (or otherwise transfer anything of value) to any Government Official or private party for the purposes of obtaining an improper business advantage, or otherwise engage in activities which may constitute commercial or public bribery, corruption, or kickbacks under the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, the OECD Anti-Bribery Convention, or any other law of similar effect in the jurisdictions where Supplier and Customer conduct business ("**Anti-Corruption Laws**") in connection with any of the activities contemplated under the Agreement. To this end, Customer and any third parties engaged by Customer will not directly or indirectly pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of third parties' or Supplier's customers, or any Government Official (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party or any candidate for political office) for the purpose of influencing their acts or decisions.
- (b) Customer and its representatives shall maintain complete and accurate books and records in accordance with generally accepted accounting principles in Customer's and its representative's jurisdiction, consistently applied, properly and accurately recording any commission, compensation, reimbursement or other payment ("**Payments**") made by Customer and its representatives in performance of, on behalf of, or related to work, if any, for Supplier. Customer and its representatives will maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives and that it maintains no off-the-book accounts.

### **Export Compliance**

- (a) Customer understands and agrees that any products or services sold or otherwise provided under the Agreement (regardless of quantity or value) may be subject to economic sanctions, export controls and other restrictive trade measures with certain countries or parties, and may be subject to various licensing requirements under applicable laws and regulations of the United States and other jurisdictions. Customer shall determine whether such licenses are required before shipping products to restricted countries, parties, or territories, and shall obtain any necessary licenses whenever such requirements apply to any product, any customer, or Customer's business with Supplier. Additionally, Supplier will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under the Agreement for use in nuclear related activities or facilities, chemical/biological weapons, missile or rocket systems, or unmanned air vehicles.
- (b) Supplier is committed as a matter of Supplier's Policy to strict compliance with any applicable economic sanctions, export control laws, and restrictive trade measures regulations of the countries in which Supplier conducts business, including, but not limited to, U.S. economic sanctions, export control, and anti-boycott regulations. Customer shall strictly comply with any applicable economic sanctions, export control laws, and restrictive trade measures or regulations of any country, including, but not limited to, U.S. economic sanctions, export control, and anti-boycott regulations, whenever they apply to Customer's business with Supplier, the sale, shipment, or provision of Supplier's products, and any other activities that may arise under the commercial relationship contemplated under the Agreement.
- (c) Notwithstanding any other provision of the Agreement to the contrary, Customer agrees that it will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under the Agreement to Iran, North Korea, Syria, Cuba and the disputed Crimea Region, to any entities or persons located in those countries or territories, or to any entities or persons from these countries or territories located that are located elsewhere. Customer agrees that it will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under the Agreement to any other countries or parties except in full compliance with all applicable governmental requirements, including, but not limited to: (i) the economic sanctions administered by the U.S. Treasury Department and U.S. State Department; (ii) the International Traffic in Arms Regulations administered by the U.S. State Department and the Export Administration Regulations administered by the U.S. Commerce Department; or (iii) any other applicable laws of similar effect administered by the European Union, United Kingdom, United



Nations, or any other jurisdictions where the Supplier and Customer conduct business (hereinafter “**Trade Compliance Laws**”).

- (d) Notwithstanding any other provision of the Agreement to the contrary, and consistent with the requirement imposed under applicable Trade Compliance Laws, Supplier will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any Products or services supplied under the Agreement to a person, entity, organization or other party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the Department of State's Debarred Parties List, the various economic sanctions lists administered by the U.S. Treasury Department's Office of Foreign Assets Control (“**OFAC**”) or the U.S. State Department, or any other applicable government-issued restricted party list, as maybe published and revised from time to time.
- (e) Customer shall not take any action or make any requests that cause Customer or Supplier to violate any applicable provisions of U.S. anti-boycott laws, including the various regulations enforced by the U.S. Commerce Department and U.S. Treasury Department. To that end, Customer will not request any information necessary to comply with the Arab League Boycott of Israel, take an action to comply with said boycott, or otherwise offer or promise to comply with said boycott. Customer will also not request any information from Supplier or any Third Party related to the race, religion, nationality, or sex of any individual when such requests are related to compliance with the Arab League Boycott of Israel or any other boycott that is not sanctioned under the laws of the United States.
- (f) The obligation of Supplier to furnish products or technical information or services under the Agreement is subject to the ability of Supplier to supply such items consistent with all Trade Compliance Laws, U.S. anti-boycott laws, and other applicable laws and regulations of the U.S. Government and other governments. Supplier may refuse to enter into or perform any order, and to cancel any order, placed under the Agreement if Supplier in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates could violate any Trade Compliance Laws, U.S. Anti-boycott laws, or other applicable law or regulation of the U.S. Government or other governments.
- (g) Customer agrees that any such refusal or cancellation of any order, or termination of the agreement formed under the Agreement, will not constitute a breach of any of the Supplier obligations under the Agreement, and Customer hereby waives any and all claims against Supplier for any loss, cost or expense, including, but not limited to, any loss of profit, loss of business, loss of or damage to goodwill and similar losses, loss of anticipated savings, or increased costs or for any indirect, special or consequential losses, or pure economic loss, costs, damages, charges or expenses howsoever arising, that Customer may incur by virtue of such refusal or cancellation of any order or termination of the Agreement.

#### **Anti-Human Trafficking.**

Customer, its subsidiaries and affiliates shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force in local, national, and international law. Customer shall not engage in any activity, practice or conduct that would constitute an offence under U.S. or U.K. anti-human trafficking laws. Neither the Customer nor any of its officers, employees, agents or other persons associated with it has been convicted of any offence involving slavery and human trafficking; and has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

#### **Import Compliance.**

Unless otherwise agreed in writing, Supplier shall not be obligated to provide Customer with any documentation to substantiate that any of the products sold to Customer under the Agreement qualify for any preferential duty treatment.

#### **Notification.**

Customer shall notify Supplier promptly if (a) Customer or any of its representatives have reason to believe that a breach of this Attachment has occurred or is likely to occur; or (b) if any conflicts of interest arise after the signing of the Agreement, including potential conflicts of interest regarding its relationship with Supplier, including family members who could benefit from the commercial relationship between Customer and Supplier; or (c) if Customer or any of its Representatives or their family members become a government official or political party candidate in a position to influence Customer's commercial relationship with Supplier. Customer shall send all such notices to Wayne Walker at [wayne.walker@beckettthermal.com](mailto:wayne.walker@beckettthermal.com).

**Audit Rights.**

If, at any time, Supplier believes in good faith that Customer has breached the warranties, representations or agreements in this Attachment, Supplier has the right to select an independent third party to conduct an audit, at Supplier's expense, to verify Customer's adherence to the terms in this Attachment. Customer shall fully cooperate in such audit. If the auditor finds Customer in breach, Customer shall reimburse Supplier for the cost of the audit and cure any breach immediately at its sole cost. If Customer fails to cure the breach within 30 days, Supplier may terminate the Agreement for cause.

**Compliance with Laws.**

Customer shall comply with any applicable local or national Trade Compliance Laws, U.S. Anti-boycott Laws, Anti-Corruption Laws, or other applicable regulations of the U.S. Government or any other government, notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations. Compliance with all applicable legal requirements is a prerequisite for Customer to perform its obligations under the Agreement, and if the Customer fails to comply with such legal requirements, it is incapable of meeting its obligations under the Agreement

**Breach and Termination.**

Any breach of the warranties, representations or agreements in this Attachment will constitute a material breach of the Agreement and be grounds for immediate termination for cause of the Agreement and/or any purchase order, and Supplier may withhold any payments or shipments until such time that Supplier has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Customer shall indemnify Supplier against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Customer's breach of the representations, warranties and agreements contained in this Attachment. Supplier may refuse to enter into or perform any purchase order, and to cancel any purchase order, if Supplier in its sole discretion determines that such order could violate any applicable law or regulation of the United States, or any other governments. Supplier and Customer agree that any such refusal or cancellation of any purchase order, or termination of the Agreement by Supplier, as described above, will not constitute a breach of any of Supplier's obligations under the Agreement, and Customer hereby waives any and all claims against Supplier for any loss, cost or expense related thereto.

**BECKETT THERMAL SOLUTIONS ITALIA S.R.L**


**CONDIZIONI GENERALI DI VENDITA**

**1. OGGETTO**

1.1. Definizioni. Le presenti condizioni generali di vendita ("**Condizioni Generali di Vendita**") utilizzano le seguenti definizioni: (a) "**Contratto**" significa l'insieme dei termini, condizioni e pattuizioni contenuti nelle lettere (a) e (b) del paragrafo di seguito riportato ovvero comunque altrimenti espressamente pattuite in relazione alla vendita, fornitura e somministrazione di prodotti, come infra definiti, da Beckett Thermal Italia Srl a terzi; (b) "**Fornitore**" significa Beckett Thermal Solutions Italia S.r.l; (c) "**Cliente**" significa l'acquirente di prodotti o servizi dal Fornitore; e (d) "**Prodotti**" significa i prodotti e/o i servizi che il Cliente acquista dal Fornitore.

1.2. Condizioni Generali di Vendita. I termini e le condizioni che si applicano al rapporto tra Cliente e Fornitore e che governano la vendita di beni e servizi dal Fornitore al Cliente, rappresentando il contenuto complessivo e finale del Contratto, sono esclusivamente quelli di seguito richiamati o incorporati: (a) in quanto applicabili al rapporto di specie, le quotazioni del Fornitore, le disposizioni contenute in atti di espressa presa d'atto da parte del Fornitore ovvero quelli contenuti nelle sue fatture ovvero i termini e le condizioni oggetto di intese scritte espressamente e validamente sottoscritte dal Fornitore e (b) salvo che non risultino espressamente derogate mediante un accordo scritto validamente sottoscritto dal Fornitore, le presenti Condizioni Generali di Vendita, indipendentemente dal fatto che le stesse siano state specificamente richiamate o incorporate nella quotazione e offerta del Fornitore ovvero che siano state oggetto di specifico accordo scritto di vendita. Qualsiasi termine e condizione commerciale intercorso tra il Fornitore e il Cliente, e tra esse le quotazioni e le offerte, atti di presa d'atto, fatture, intese verbali o scritte, saranno interpretate, per quanto massimamente possibile, in termini tali da risultare coerenti con le presenti Condizioni Generali di Vendita.

1.3. Prevalenza delle Condizioni Generali di Vendita. L'accettazione di qualsivoglia ordine ("**Ordine**") da parte del Fornitore è subordinata alla preventiva accettazione del Cliente di tutti i termini e le condizioni del Contratto. Queste ultime superano qualsivoglia termine che si riveli aggiuntivo rispetto ai contenuti che definiscono il Contratto tra le Parti ovvero che ne divergono quali, a titolo meramente esemplificativo, termini e condizioni riportati o richiamati nell'ordine di acquisto del Cliente (ad eccezione di quelli specifici e attuativi della transazione quali, ad esempio, il riferimento alle parti di ricambio, alle quantità e luogo di consegna dei Prodotti che siano inclusi anche nella presa d'atto e accettazione dell'Ordine da parte del Fornitore), ovvero in altri documenti del Cliente, condizioni generali standard di acquisto di quest'ultimo, procedure e policies di qualità e regolamentazione interna del Cliente incluse quelle riportate e indicate sul relativo web-site, e indipendentemente dalla circostanza che quest'ultima possa essere stata oggetto di accettazione ai fini dell'accesso al relativo sito in relazione a rapporti commerciali presenti o futuri; conseguentemente nessun termine ulteriore a quelli costitutivi del Contratto ai sensi del superiore paragrafo 1.2 sarà considerata parte del Contratto, ove non espressamente pattuito in forma scritta da un rappresentante del Fornitore munito dei necessari poteri. La prassi commerciale e i contenuti di intese precedentemente in corso tra Cliente e Fornitore non saranno in alcun caso applicabili, neppure in termini

Signature Beckett Thermal Solutions S.r.l. 	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 1 di 20 

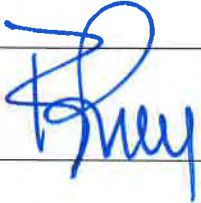

propria insindacabile discrezione, previa comunicazione scritta al Cliente ma senza alcuna responsabilità a riguardo (con la sola eccezione dell'obbligo di rimborso di quanto eventualmente già pagato dal Cliente in relazione all'Ordine cancellato e/o variato) ogniqualvolta la vendita dei Prodotti sia divenuta tecnicamente o economicamente impraticabile ovvero il Cliente sia in arretrato nei pagamenti dovuti al Fornitore. In quest'ultimo caso competerà comunque al Fornitore anche l'eventuale diritto a operare compensazione volontaria, anche parziale, ai sensi dell'art. 1252 del Codice civile, degli importi eventualmente dovuti al Cliente con quelli dovuti da quest'ultimo al Fornitore.

### **3. PREZZO, TASSE ED ERRORI DELL'ORDINE.**

3.1 Quotazioni. Ogni quotazione, ancorché espressa in forma scritta, si intende, decorso il termine di trenta (30) giorni successivi a quello della relativa quotazione, priva di efficacia salvo che la quotazione originariamente operata non disponga diversamente, la stessa potrà altresì essere dichiarata inefficace dal Fornitore antecedentemente al decorso del suddetto periodo senza che ciò determini alcuna responsabilità in capo al Fornitore. Quotazioni verbali ovvero inserite nel contesto di intese verbali non vincoleranno il Fornitore in alcun caso.

3.2 Prezzi. Salvo diverso accordo scritto tra il Cliente e il Fornitore espressamente qualificato come parte integrante del Contratto, il prezzo dei Prodotti forniti dal Fornitore al Cliente ("**Prezzo**") sarà in ogni caso determinato Ex Works (EXW). Il Prezzo potrà subire variazioni in ogni momento sino alla data di effettiva accettazione del relativo Ordine da parte del Fornitore. In caso di ordini aperti il Prezzo è suscettibile di variazione e adeguamento da parte del Fornitore fino alla data di avvio del trasporto. Il Prezzo viene determinato nel presupposto essenziale del pieno rispetto delle presenti Condizioni Generali di Vendita e del Contratto da parte del Cliente e dunque anche degli eventuali obblighi di acquisto di un determinato mix di Prodotti, di un quantitativo minimo di Prodotti o di determinate loro caratteristiche richieste dal Cliente. Indipendentemente da quanto previsto da ulteriori disposizioni del presente Contratto, il Fornitore potrà variare il Prezzo qualora qualsiasi assunzione operata per la relativa determinazione si rivelasse errata; più particolarmente nel caso in cui Ordini fossero stati emessi sulla base di informazioni fornite dal Cliente che il Fornitore abbia assunto corrette e complete (non essendo il Fornitore tenuto ad alcuna verifica sulle assunzioni fornite dal Cliente) e che successivamente si rivelassero errate e incomplete, il Fornitore ha diritto, inter alia, di adeguare unilateralmente il Prezzo inizialmente indicato senza che al Cliente sia attribuito alcun diritto di cancellazione dell'Ordine stesso. Il Fornitore ha inoltre diritto a operare il suddetto adeguamento per trasferire sul Cliente l'eventuale incremento di Prezzo sofferto dal Fornitore stesso in relazione all'acquisto da propri fornitori dei quali il Cliente abbia chiesto di avvalersi. Salvo che non sia diversamente pattuito in forma scritta tra il Fornitore e il Cliente, e subordinatamente al pieno rispetto di quanto previsto dal presente paragrafo 3.2, il diritto di adeguamento del Prezzo potrà essere discrezionalmente operato dal Fornitore con un preavviso di 30 giorni.

3.3 Tasse. Il Prezzo non include tasse, commissioni o altri oneri e imposte specifici richieste dalle autorità o applicabili ai sensi della Legge Applicabile e inerenti alla produzione, vendita, acquisto, trasporto, esportazione e importazione dei Prodotti, il cui onere e obbligo di pagamento incomberà in ogni caso esclusivamente al Cliente; laddove uno o più dei suddetti importi fosse stato eventualmente corrisposto/anticipato dal Fornitore, il Cliente è tenuto a rimborsarlo al Fornitore a semplice richiesta dello

Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 3 di 20 



fronte di una formale richiesta scritta indirizzata al Fornitore e da questo ricevuta con un preavviso di almeno sette (7) giorni antecedenti a quello originariamente previsto per la data pattuita per il trasporto nonché antecedentemente al pagamento integrale del prezzo complessivo dei Prodotti e di ogni costo e spesa accessoria. Fermo restando quanto precede, in nessun caso il Cliente è autorizzato a posticipare o ritardare la consegna di un periodo superiore a cinque giorni senza il preventivo accordo scritto del Fornitore.

4.5 Perdita. Il Fornitore non assume alcuna responsabilità, e il Cliente si obbliga ad astenersi dall'invocare tale responsabilità o trattenere, anche sotto forma di compensazione, somme dovute al Fornitore, invocare ritardi, inadempimenti, perdite o danni verificatisi successivamente alla data in cui il Fornitore abbia regolarmente assolto alle proprie obbligazioni ai sensi del superiore paragrafo 4.2, impegnandosi per contro a promuovere tutti i reclami relativi ai predetti ritardi, inadempimenti, perdite e danni direttamente nei confronti del vettore e/o della relativa compagnia di assicurazione.

4.6 Accettazione. Il Cliente non è autorizzato né avrà titolo per rifiutare e non accettare i Prodotti salvo il solo e tassativo caso in cui gli stessi siano oggettivamente dimostrati non conformi a quanto oggetto della garanzia limitata del Fornitore di cui all'articolo 8.1 che segue.

4.7 Reclami. Reclami relativi a carenza di Prodotti o fondati su altri errori o vizi degli stessi dovranno in ogni caso essere proposti, a pena di decadenza, entro il termine perentorio di sette (7) giorni decorrenti da quello di ricevimento dei Prodotti stessi. La non tempestiva proposizione del reclamo ai sensi di quanto precede ne comporterà la decadenza ed equivarrà in ogni caso ad accettazione finale dei Prodotti con espressa rinuncia da parte del Cliente a ogni eventuale azione futura finalizzata a tale eccezione.

## 5. PAGAMENTI.

5.1 Termini di pagamento. I termini di pagamento si intendono espressamente pattuiti a 30 giorni data fattura, salvo diverso accordo scritto raggiunto tra le Parti.

5.2 Ritardato pagamento. Il Cliente riconoscerà e pagherà al Fornitore interessi moratori a decorrere dalla data di scadenza prevista per il pagamento calcolati ex D. Lgs231/02 e successive modifiche e ciò indipendentemente dal compimento da parte del Fornitore di un atto di formale messa in mora e fatta ulteriormente salvo il diritto del Fornitore di richiedere il maggior danno cagionato dal ritardato pagamento

5.3 Ragionevoli richieste di garanzie. Il Fornitore ha diritto, da esercitarsi a suo insindacabile giudizio, di modificare i termini di pagamento in qualsiasi momento previa comunicazione al Cliente ed è autorizzato, sempre a proprio insindacabile giudizio, a sospendere la produzione e/o il trasporto, a richiedere forme di garanzie sui pagamenti, pagamenti anticipati o altra forma di garanzia collaterale. Il Fornitore potrà anche procedere al ritiro dei Prodotti dal vettore pendente la formalizzazione delle suddette forme di garanzia richieste.

5.4 Riserva di proprietà. A titolo di garanzia collaterale dell'effettivo pagamento da parte del Cliente di tutte le somme dovute al Fornitore (incluse, a titolo meramente indicativo, le somme dovute a titolo di interessi moratori e il rimborso di costi sostenuti) nonché a titolo di garanzia collaterale della corretta esecuzione di tutte le obbligazioni poste a carico del Cliente dal Contratto, il Fornitore manterrà la

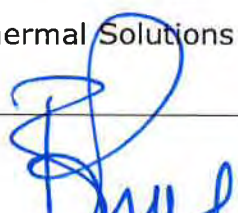
Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature	Date 01/02/2023	Pagina 5 di 20

sottoscritto dal Fornitore e ciò per un periodo di trenta (30) giorni dalla data di effettivo avvio dei Prodotti al trasporto come sopra richiamata.

LE PRECEDENTI E LIMITATE GARANZIE SONO ESPRESSAMENTE PATTUITE TRA CLIENTE E FORNITORE COME ASSORBENTI E SOSTITUTIVE DI TUTTE LE ALTRE GARANZIE DI QUALSIVOGLIA NATURA E TITOLO SIANO ESSE IMPLICITE O ESPLICITE, DERIVANTI DA LEGGI, REGOLAMENTI, DISCIPLINE E USI COMMERCIALI, AMBITI NEGOZIALI E TRATTATIVE PENDENTI. TALE ESCLUSIONE INCLUDE INOLTRE, SENZA ALCUNA LIMITAZIONE, GARANZIE DI DESIGN, PERFORMANCE, DURATA DEL PRODOTTO, DI ASSENZA DI VIOLAZIONE DI DIRITTI DI TERZI SU UNA O PIU CARATTERISTICHE DEL PRODOTTO, DI CONFORMITA' AI MANUALI TECNICI E DI QUALITA' DEL CLIENTE E DELLE RELATIVE POLICIES (INCLUSE QUELLE DI NATURA ISPETTIVA), GARANZIE DI POSSESSO DI REQUISITI STANDARD E RELATIVI ALLE CONDIZIONI OPERATIVE DI UTILIZZO NONCHÉ OGNI ULTERIORE, ANCHE IMPLICITA, GARANZIA DI COMMERCIALIZZABILITA' E IDONEITA' ALLO SCOPO CUI SONO DESTINATI. IL CLIENTE SARA IL SOLO SOGGETTO RESPONSABILE, E ASSUME A RIGUARDO PIENA E INCONDIZIONATA RESPONSABILITA', NELLA VALUTAZIONE, DALLO STESSO COMPIUTA PRIMA DELL'EMISSIONE DELL'ORDINE, DI IDONEITA' O MENO DEI PRODOTTI A SODDISFARE LE ESIGENZE E GLI USI CUI SONO DESTINATI DAL CLIENTE STESSO.

8.2 Rimedi esclusivi. Se il Fornitore giunge alla determinazione che i Prodotti non sono conformi ai sensi della garanzia limitata di cui al paragrafo 8.1 e che lo stesso è responsabile di tale difformità ai sensi del Contratto, i soli rimedi attribuiti al Cliente saranno alternativamente costituiti, con opzione riservata al Fornitore che non potrà essere sindacata nel merito, dalla riparazione ovvero dalla sostituzione dei Prodotti non conformi ovvero dall'attribuzione di un diritto di credito sul Prezzo pagato per tali Prodotti risultati non conformi. I Prodotti riparati o sostituiti pendente il periodo di garanzia previsto dalla garanzia limitata sopra indicata potranno beneficiare esclusivamente dei rimedi descritti al presente paragrafo 8.2 i quali saranno attuati sotto la responsabilità esclusiva del Fornitore e costituiranno la fonte esclusiva di responsabilità dello stesso nei confronti del Cliente in relazione a qualsivoglia violazione della predetta garanzia limitata e il reclamo da essa originato indipendentemente dal relativo titolo, sia esso contrattuale o extracontrattuale, ivi inclusa la responsabilità aquiliana, determinato da violazione di diritti di terzi, di qualsivoglia garanzia implicita o esplicita, negligenza o responsabilità.

8.3 Procedura. Allo scopo di acquisire titolo all'esercizio dei rimedi esclusivi indicati nel presente articolo 8, il Cliente sarà pregiudizialmente tenuto a (a) sottoporre al Fornitore una richiesta scritta di utilizzo della garanzia prima dello spirare del periodo decadenziale di esercizio della stessa indicato al superiore paragrafo 8.1; (b) ottenere dal Fornitore approvazione scritta alla restituzione del Prodotto non conforme con il relativo documento indicato al superiore paragrafo 8.1; (c) restituire presso l'impianto del Fornitore di Formigine (MO) Italia il 100% dei Prodotti lamentati come non conformi entro il termine massimo di quattordici (14) giorni dalla emissione da parte del Fornitore della relativa autorizzazione alla restituzione, salve diverse istruzioni scritte del Fornitore medesimo e (d) ogniqualevolta richiesto dal Fornitore, inviare a quest'ultimo ragionevole prova a supporto della relativa richiesta di utilizzo della garanzia fornendo, tra l'altro, ogni utile documentazione di ingegneria, evidenza dei risultati dei test condotti e delle valutazioni e investigazioni eseguite dal Cliente o da clienti di quest'ultimo. I reclami eseguiti in modo difforme da quanto indicato nel superiore paragrafo 8.3 e/o pervenuti decorso il termine decadenziale indicato al

Signature <b>Beckett Thermal Solutions S.r.l.</b> 	Title/Subject <b>CONDIZIONI GENERALI DI VENDITA</b>	Number
Signature 	Date <b>01/02/2023</b>	Pagina 7 di 20

confronti del Cliente per ogni danno e/o perdita da quest'ultimo subita che derivi e/o sia comunque, anche indirettamente, connessa al Contratto e alla sua esecuzione e ai Prodotti forniti, non eccederà, in alcun caso, il Prezzo pagato dal Cliente ed effettivamente incassato dal Fornitore per i singoli Prodotti che hanno originato il reclamo e/o la richiesta di risarcimento /rimborso e/o la dichiarata perdita. In nessun caso la responsabilità del Fornitore nei confronti del Cliente in relazione ai Prodotti, alle loro parti, componenti, materiali e software venduti al Cliente ai sensi del Contratto, ma non prodotti dal Fornitore medesimo, potrà eccedere l'importo netto recuperato dal Fornitore nei confronti del soggetto produttore e proprio fornitore di tali prodotti, parti, componenti, materiali e software e darà titolo a qualsivoglia responsabilità del Fornitore. Quanto sopra fermo restando che in ogni caso il Cliente non avrà diritto ad alcun pagamento o riconoscimento di credito se non dopo e nella misura in cui il Fornitore sarà riuscito ad ottenere gli importi richiesti dal proprio fornitore e produttore di tali beni.

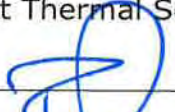

Le esclusioni di responsabilità e le condizioni di procedibilità dei reclami contenuti nel superiore articolo 8 saranno applicabili anche nella fattispecie sopra indicata e ciò anche qualora i rimedi esclusivi indicati al paragrafo 8.2 non abbiano raggiunto gli scopi prefissati. Le limitazioni di responsabilità si applicheranno anche nel caso in cui il Fornitore sia stato preventivamente informato della possibilità di perdite e/o danni e indipendentemente dalla circostanza che tali perdite e danni fossero prevedibili o meno ovvero dal fatto che il reclamo fosse fondato su inadempimento dell'obbligo di una garanzia prevista in apposita disposizione contrattuale o fosse scaturente da invocata responsabilità extracontrattuale, da ragioni connesse al richiamo del Prodotto, violazione di diritti di proprietà intellettuale di terzi, negligenza, responsabilità oggettiva o da altro titolo.

**10. LUOGO DI PRODUZIONE.** In assenza di specifica disposizione contraria, il Fornitore potrà produrre i Prodotti in qualsiasi proprio impianto e potrà sostituirlo con altri di proprietà del Fornitore senza necessità di alcuna preventiva autorizzazione da parte del Cliente.

#### **11. ATTREZZATURE E APPARECCHIATURE.**

**11.1 Proprietà.** Il Cliente sarà considerato il proprietario di tutti le attrezzature e apparecchiature, gli utensili e i beni ad essi assimilabili (a) che il Cliente possiede e affida alla detenzione del Fornitore per la produzione dei Prodotti, o (b) che il Cliente paga come items autonomi nel caso in cui il Cliente e il Fornitore concordino espressamente per iscritto che tali attrezzature, apparecchiature utensili e beni siano di proprietà del Cliente ("**Beni del Cliente**"). Il Cliente sarà responsabile del pagamento delle necessarie sostituzioni e delle riparazioni eventualmente dovute.

**11.2 Proprietà del Cliente.** Il Fornitore non assume alcun obbligo e/o responsabilità in relazione ai Beni del Cliente o di qualsivoglia altra proprietà del Cliente della quale il Fornitore non abbia alcun titolo di possesso o detenzione costituito in forma scritta ("**Proprietà del Cliente**") fermo restando che incombe al Fornitore esercitare ogni ragionevole cura nel loro utilizzo. Il Cliente accetta tutti i rischi di perdita e danneggiamento della Proprietà del Cliente e dei Beni del Cliente, con la sola eccezione della perdita e dei danni che fossero determinati da colpa grave e/o dolo del Fornitore e conseguentemente rinuncia irrevocabilmente e incondizionatamente a qualsivoglia azione propria e delle proprie compagnie di assicurazione in presenza di danni e perdite non causate dalla responsabilità del Fornitore nei termini sopra indicati. Il Cliente

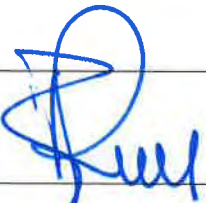
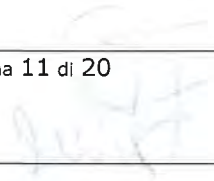
Signature Beckett Thermal Solutions S.r.l. 	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 9 di 20



comportamenti e/o omissioni del Cliente e suoi rappresentanti inerenti a (a) negligenza, colpa, dolo e violazioni intenzionali, (b) inadempimenti del Contratto.

**14. FORZA MAGGIORE.** Il Fornitore non sarà responsabile di qualsivoglia ritardo nell'esecuzione delle proprie obbligazioni come pure di qualsivoglia danno subito dal Cliente in relazione al suddetto ritardo o mancata esecuzione laddove ciò sia determinato, o comunque collegato e/o connesso, a situazioni che siano al di fuori del controllo del Fornitore e ciò anche nel caso in cui fossero state prevedibili, e tra esse, a titolo meramente indicativo e non esaustivo, atti divini, vandalismo, sabotaggio, incidenti anche sui luoghi di lavoro, incendi, inondazioni, epidemie, pandemie, quarantene, scioperi o altre agitazioni sindacali, guasti meccanici e impiantistici, riduzioni di orario lavorativo e/o ritardi nell'ottenimento di componenti, equipaggiamento, materiali necessarie all'esecuzione delle obbligazioni ovvero afferenti il relativo trasporto, atti imputabili a fornitori del Fornitore, interruzione di pubblici servizi, atti di terrorismo, atti imputabili ad autorità o entità terza, anche governativa. Qualora il Fornitore sia impedito di eseguire le proprie obbligazioni per un evento di Forza Maggiore, avrà diritto, a propria insindacabile scelta, di sospendere l'esecuzione ovvero di risolvere il Contratto stesso, in tutto in parte, a mezzo propria comunicazione scritta senza necessità di alcun intervento in sede giudiziale e senza che ciò determini l'assunzione di alcuna responsabilità in relazione agli eventuali danni e perdite subite dal Cliente a cagione di tale sospensione e/o risoluzione.

**15. RISPETTO DELLA NORMATIVA APPLICABILE.** Il Cliente si impegna a rispettare integralmente tutta la normativa applicabile all'acquisto dei Prodotti e tra essa, decreti, ordinanze, regolamenti e norme comunque applicabili in Italia e nell'Unione Europea come pure in qualsivoglia altro Paese che risulti coinvolto nella esecuzione del Contratto in relazione alla compravendita dei Prodotti e quanto sopra anche in relazione alla futura rivendita dei Prodotti stessi; rientrano nei predetti obblighi, a titolo meramente esemplificativo, l'obbligo di rispetto della normativa inerente le black list internazionali e il rispetto della normativa commerciale internazionale, della lotta al terrorismo e, più in generale, della normativa nazionale e internazionale relativa alla commercializzazione di prodotti e servizi e tra essa anche quella disciplinata dalle direttive e dalla regolamentazione UE riguardante il controllo di importazioni e esportazioni, (collettivamente "**Legge Applicabile**"). Senza che ciò possa rappresentare limitazione alcuna del più generale obbligo sopra descritto, il Cliente si impegna al pieno rispetto di quanto previsto nell'Allegato1 delle presenti Condizioni Generali di Vendita e a non assumere alcun comportamento anche futuro alla conclusione dell'acquisto dei Prodotti che possa determinare un concorso o comunque un coinvolgimento del Fornitore nella violazione della Legge Applicabile. Coerentemente a quanto precede, il Cliente si obbliga a non a) effettuare qualsivoglia pagamento, in qualsiasi forma e modalità, ovvero a trasferire direttamente o indirettamente denaro o altri beni a qualsiasi governo, autorità, o loro rappresentanti, partiti politici, associazioni, organizzazioni, allo scopo di ottenere l'autorizzazione al mantenimento e/o svolgimento della propria attività in violazione della Legge Applicabile; il Cliente si impegna dunque al pieno rispetto, inter alia, della normativa anticorruzione previste dalla legislazione italiana e della Unione Europea nonché dalle Convenzioni Internazionali che disciplinano la materia dell'anticorruzione e dell'antiriciclaggio nelle transazioni commerciali nazionali e internazionali, ovvero (b)

Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 11 di 20 



attribuito dalla Legge Applicabile, di risolvere immediatamente tutti gli ordini e le variazioni di Ordine del Cliente e di fermare il trasporto /consegna dei Prodotti, anche in transito, ogniqualevolta il Cliente sia inadempiente o in ritardo nel pagamento di una fattura emessa in conformità a quanto previsto dal presente Contratto come pure ogniqualevolta il Cliente diventi insolvente e/o sia sottoposto a una procedura concorsuale o fallimentare. La suddetta risoluzione non esonererà il Cliente dal rispetto di tutti gli obblighi a suo carico al momento della risoluzione e tra esse anche quella di pagamento del Prezzo dei Prodotti forniti dal Fornitore.

**21. DIVIETO DI CESSIONE DEL CONTRATTO.** Al Cliente è fatto espresso divieto di trasferire e/o cedere a terzi il Contratto, e/o ogni diritto o beneficio derivante dallo stesso o ad esso correlato, senza il preventivo accordo scritto del Fornitore.

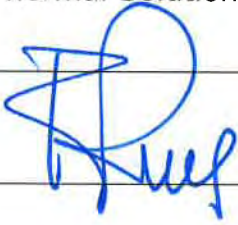
**22. TITOLI E DENOMINAZIONI.** I titoli e le denominazioni dei singoli articoli sono stati indicati per ragioni di mera convenienza e in alcun caso concorreranno alla determinazione della struttura del Contratto o alla sua interpretazione, come pure alla costruzione e interpretazione del relativo allegato.

**23. INVALIDITA' DI CLAUSOLE.** Nel caso in cui una o più disposizioni del presente Contratto divenissero o fossero dichiarate da una competente autorità invalide, nulle o annullabili ovvero prive di efficacia, tale decisione non determinerà l'invalidità, la nullità, l'inefficacia o l'annullabilità dell'intero Contratto che proseguirà ad esplicare i propri effetti come se tali clausole non fossero state originariamente inserite nel Contratto. Nel caso di dichiarazione di invalidità, nullità, inefficacia o annullabilità, il Cliente e il Fornitore si impegnano a negoziare in buona fede tra loro delle corrispondenti pattuizioni sostitutive quanto più possibile simili a quelle dichiarate invalide, nulle, annullabili o inefficaci per quanto reso possibili dalle Legge Applicabile.

**23. INDIPENDENZA DELLE PARTI; ASSENZA DI TERZI BENEFICIARI.** Il Cliente e il Fornitore sono a ogni effetto di legge e contratto parti indipendenti e la loro relazione contrattuale è di assoluta indipendenza e autonomia. Nessuna pattuizione del Contratto intende dare, nè dà, vita a forme di agenzia partnership, joint venture, o ad altre forme associative, di collaborazione o co-partecipazione ad attività imprenditoriale. Il Contratto opera ad esclusivo beneficio del Cliente e del Fornitore e dei loro rispettivi legittimi successori a titolo universale o particolare e nessuna pattuizione del Contratto intende attribuire diritti a terzi sia di natura sostanziale che formale o rimedi e azioni specifiche.

#### **24. TRATTAMENTO DEI DATI PERSONALI**

Ai sensi e per gli effetti di quanto previsto dalla legislazione italiana in materia di privacy e protezione dei dati personali (D.lgs. 30/6/2003 e successive modifiche intervenute, regolamentazione dell'Unione Europea 679/2016 e G.D.P.R del Maggio 2018 rispettivamente disciplinanti il codice della privacy e le norme attuative dello stesso), il Cliente e il Fornitore dichiarano reciprocamente l'uno nei confronti dell'altro di essere autonomi e indipendenti titolari di informazioni personali oggetto di trattamento per quanto di rispettiva competenza in merito al quale si forniranno reciproca tempestiva informazione, fermo restando che il suddetto trattamento concernerà esclusivamente i dati inerenti al Contratto e scaturenti dalla relativa attuazione come pure dalla implementazione dei singoli Ordini; in relazione a quanto prece il

Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 13 di 20

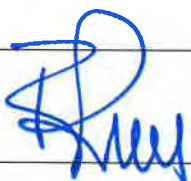
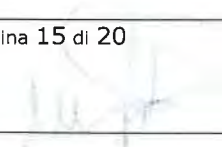
## ALLEGATO 1

Il Cliente si obbliga a rispettare, in aggiunta a quanto contenuto nelle Condizioni Generali di Vendita e pattuito nella parte dispositiva del Contratto, anche le disposizioni contenute nel presente Allegato 1 che costituiscono parte integrante e sostanziale del Contratto. Quanto segue non costituisce pertanto un mero elenco di riferimenti normativi ma contiene precisi obblighi di piena conformità agli stessi che il Cliente si impegna a rispettare.

### Anti-Corruzione e anti-riciclaggio

(a) Il Cliente, le società dallo stesso partecipate e controllate, i suoi amministratori, dirigenti e collaboratori si asterranno dal formulare offerte illegali, dal promettere e/o effettuare pagamenti (ovvero trasferire sotto qualsiasi forma beni e oggetti aventi valore economico) a qualsivoglia autorità governativa, ente pubblico, soggetto privato con lo scopo di ottenere un vantaggio indebito alla propria attività, o dar vita a forme di attività che possano dare luogo a fenomeni pubblici e privati di corruzione e concussione avuto in particolare riguardo a quanto disposto dalla legge italiana (e tra essa il D.lgs. 231/2002 e successive modifiche intervenute), la normativa anticorruzione e antiriciclaggio dettata dalla normativa dell'Unione Europea e dei singoli Paesi che la compongono come pure di qualsiasi ulteriore disposizione normativa internazionale (incluse a titolo indicativo quelle contenute nel US. Foreign Corrupt Practices Act, nell'UK Bribery Act, nell'OECD Anti-Bribery Convention) la normativa federale e statale in vigore in Usa) che persegua le medesime finalità di prevenzione della corruzione e del riciclaggio di danaro avente efficacia in tutte le giurisdizioni nei quali il Cliente e il Fornitore svolgono le proprie attività ("**Normativa Anticorruzione e Antiriciclaggio**"). A questo fine, il Cliente, le società dallo stesso partecipate e controllate, i suoi amministratori, dirigenti e collaboratori si obbligano a non effettuare né direttamente né indirettamente pagamenti, offerte, autorizzare il versamento o promettere denaro di qualsivoglia valore (a titolo meramente semplificativo, doni, viaggi, eventi di intrattenimento) nei confronti di qualsiasi soggetto, organizzazione, associazione e relativi dipendenti e collaboratori inclusi quelli del Fornitore, qualsiasi ente governativo e pubblico in genere incluso ogni dipendente o pubblico ufficiale di qualsivoglia autorità governativa, entità pubblica, organizzazione o associazione pubblica o privata, nazionale e/o internazionale, partito politico candidato politico) con lo scopo di influenzare le loro azioni e le loro decisioni

(b) Il Cliente e i rappresentanti dello stesso manterranno complete e accurate registrazione contabile con criteri conforme ai principi contabili generalmente e internazionalmente riconosciuti, applicati e imposti dalla Legge Applicabile nella rispettiva giurisdizione, annotando con precisione accuratezza qualsiasi commissione, fee, royalty, rimborso, importo che a qualsiasi titolo dia luogo a un pagamento ("**Pagamenti**") effettuato dal Cliente e dai suoi rappresentanti in relazione a qualsivoglia relazione intercorsa con il Fornitore. Il Cliente e suoi rappresentanti manterranno in essere e permanentemente attivo un sistema di *internal accounting* finalizzato a effettuare ogni controllo ritenuto ragionevolmente opportuno per avere conferma e assicurazione che i propri beni siano utilizzati e le proprie attività siano svolte esclusivamente e in piena conformità con le direttive e procedure aziendali interne e che ogni

Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 15 di 20 


di avviare a spedizione a terzi i Prodotti se i soggetti e i Paesi destinatari richiedano obbligatoriamente l'ottenimento di tali licenze e autorizzazioni e, in tal caso, procurarsele. Fermo restando quanto precede il Cliente si impegna in ogni caso a non vendere, avviare a trasporto, esportare, o cedere a qualsivoglia titolo in tutto o in parte i Prodotti e i servizi laddove destinati a essere utilizzati in attività o impianti nucleari, nel contesto della fabbricazione e utilizzo di armi biologiche e chimiche, attività missilistica o aerea.

(b) Il Cliente prende atto che il Fornitore come elemento essenziale della propria policy commerciale è impegnato a svolgere la propria attività in stretta conformità con le norme che disciplinano i controlli sulle esportazioni e prevedono l'irrogazione di sanzioni economiche e misure restrittive al commercio in tutti i Paesi nei quali il Fornitore svolge la propria attività e tra esse anche le normative in vigore in USA concernenti l'applicazione di sanzioni economiche, il controllo delle esportazioni e la normativa anti boicottaggio. Il Cliente si impegna a rispettare integralmente qualsiasi sanzione economica, normativa inerente al controllo sulle esportazioni e qualsiasi misura di restrizione commerciale in vigore in qualsivoglia Paese, incluso gli USA, nei quali opera il Fornitore, le società partecipate e controllate dallo stesso, nonché la società controllante il Fornitore.

(c) Indipendentemente da quanto ulteriormente previsto dal presente Contratto, il Cliente si impegna a non vendere o comunque trasferire a qualsivoglia titolo, esportare, sia direttamente sia indirettamente a mezzo interposta persona i Prodotti e i servizi fornitigli dal Fornitore ai sensi del Contratto in Paesi (e tra essi Iran, Nord Corea, Siria, Cuba la regione della Crimea) che siano colpiti da forme di boicottaggio commerciale, sanzioni economiche ovvero comunque sottoposti a regime di limitazione delle esportazioni ovvero a embargo o altre misure restrittive, disposte dal Governo Italiano ovvero dalla Unione Europea ovvero dal governo del Cliente, come pure dal Governo Statale e Federale degli USA (incluso il Dipartimento di Stato e quello del Tesoro anche avuto riguardo al rispetto della normativa inerente ai divieti di traffico di armi), ovvero dalle Nazioni Unite, ("**Normativa di Controllo delle Esportazioni**"). Tale divieto opera nei confronti di qualsiasi ente o persona, fisica o giuridica, che risieda e operi nei territori soggetti alle suddette restrizioni, senza eccezione alcuna.

(d) Indipendentemente da quanto ulteriormente previsto dal presente Contratto, e in piena aderenza all'obbligo di rispetto della Normativa di Controllo delle Esportazioni, Il Cliente non venderà, esporterà o comunque trasferirà a qualsivoglia titolo, sia direttamente sia indirettamente a mezzo interposta persona, a qualsiasi soggetto, ente, organizzazione o associazione, nonché ai rispettivi rappresentanti, dipendenti e soggetti dagli stessi controllati e/o collegati, che sia incluso in specifiche black lists, (come di volta in volta aggiornate), elaborate e gestite dai Governi e da organismi istituzionali operanti in Italia, in UE, ovvero dall'ONU, dal Governo federale e statale degli Stati Uniti (e in particolare US. Department of Commerce's Denied Persons or Entity List, Department of State's Debarred Parties List, US Treasury Department Office of Foreign Assets Control -"OFAC"), anche solo in parte, i Prodotti e i servizi forniti al Cliente dal Fornitore ai sensi del Contratto. Le eventuali vendite, esportazioni e trasferimenti, a qualsivoglia titolo, sono pertanto subordinati al pieno rispetto di qualsivoglia Legge Applicabile e tra esse a titolo esemplificativo

(e) Il Cliente si obbliga a non compiere alcuna attività finalizzata alla violazione da parte del Cliente stesso e del Fornitore di qualsiasi previsione normativa ricompresa nella Normativa di Controllo delle Esportazioni e in particolare al pieno rispetto di tutta (e tra esse anche quelle disposte dal Governo USA e

Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 17 di 20



Salvo che non sia espressamente e specificamente pattuito il contrario, il Fornitore non ha alcun obbligo di fornire al Cliente documentazione che possa significare che i prodotti forniti al Cliente posseggano caratteristiche tali da beneficiare di un trattamento doganale preferenziale.

#### **Comunicazioni.**

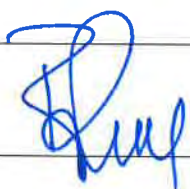
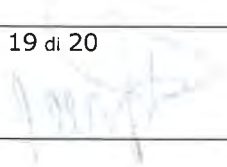
E' fatto espresso obbligo al Cliente di notificare al Fornitore prontamente se (a) il Cliente o alcuno dei propri rappresentanti ha ragione di ritenere che si sia verificata una violazione di quanto contenuto nel presente Allegato 1 o (b) nel caso in cui si siano verificati e siano dunque insorti successivamente alla firma del Contratto situazioni di conflitto di interesse e tra esse anche situazioni di potenziale conflitto di interesse con il Fornitore, sia del Cliente, sia di società dallo stesso controllate e/o partecipate ovvero controllanti il Cliente, dei relativi direttori e soci e dei familiari degli stessi che possano trarre beneficio dalla relazione commerciale avviata tra il Cliente e il Fornitore; or (c) se il Cliente o alcuno dei suoi rappresentanti o relativi familiari siano divenute pubblici ufficiali a livello governativo o locale o membri di un partito politico a candidati politici e siano dunque divenute persone politicamente esposte e in condizioni d'influenzare la relazione commerciale con il Fornitore. Il Cliente dovrà inviare le proprie comunicazioni al CEO e al General Counsel del Fornitore rispettivamente agli indirizzi mail che seguono: [francesco.pisano@beckettthermal.com](mailto:francesco.pisano@beckettthermal.com) e [marco.benimeo@beckettthermal.com](mailto:marco.benimeo@beckettthermal.com).

#### **Diritti di Audit.**

Qualora il Fornitore, in qualsiasi momento, ritenesse in buona fede che il Cliente sia inadempiente alle dichiarazioni, rappresentazioni garanzie, pattuizioni e obblighi di cui al presente Allegato 1 avrà diritto di nominare, a propria insindacabile scelta, una terza parte qualificata e indipendente alla quale conferire l'incarico di svolgere, a spese del Fornitore, un audit sul Cliente e presso lo stesso al fine di verificare la piena aderenza del comportamento del Cliente ai contenuti del presente Allegato 1. Il Cliente sarà tenuto a fornire attiva cooperazione allo svolgimento dell'audit. Qualora l'auditor, così nominato dal Fornitore, dovesse scoprire che il Cliente sia stato e/o sia tuttora inadempiente, lo comunicherà immediatamente al Fornitore e al Cliente e quest'ultimo sarà obbligato a rimborsare prontamente al Fornitore i costi sostenuti per l'audit e a porre in essere immediate azioni riparatorie a proprio esclusivo costo, salvo il diritto del Fornitore di risolvere il Contratto per inadempimento del Cliente e ottenere il risarcimento dei danni patiti e patienti.

#### **Conformità alle leggi.**

Senza alcun pregiudizio e limitazione di quanto disposto all'art. 15 del Contratto, il Cliente assume impegno a conformarsi a qualsivoglia normativa che disciplini il commercio a livello nazionale e internazionale, alla Normativa Anticorruzione e Antiriciclaggio, alla Normativa di Controllo delle Esportazioni, e a qualsivoglia disposizione di legge, regolamento vigente in Italia e/o nella Unione Europea e alle prescrizioni delle relative autorità pubbliche e tribunali nonché a rispettare ogni disposizione di qualsivoglia ulteriore governo e autorità, anche giudiziarie e amministrative (incluso quello federale e statale degli USA), che risulti ricompresa nella Legge Applicabile e dunque idonea a concorrere alla regolamentazione della relazione commerciale instaurata con il presente Contratto. Il rispetto di quanto precede costituisce un

Signature Beckett Thermal Solutions S.r.l.	Title/Subject CONDIZIONI GENERALI DI VENDITA	Number
Signature 	Date 01/02/2023	Pagina 19 di 20 

**BECKETT THERMAL SOLUTIONS S.R.L.**

**GENERAL SALE CONDITIONS**

English Version


**I. SCOPE.**

1.1. Definitions. The following defined terms are used in these general sale terms and conditions ("**General Sale Conditions**"): (a) "**Agreement**" means the collective terms and conditions described in (a) and (b) of Section 1.2 of these General Sale Conditions below; (b) "**Supplier**" means Beckett Thermal Solutions Italia S.r.l.; (c) "**Customer**" means the purchaser of the products or services of the Supplier; and (d) "**Products**" means the products and/or services that are purchased by Customer from Supplier.

1.2. General Sale Conditions. The terms and conditions that apply to and govern the sale of Products by Supplier to Customer and collectively form the complete and final agreement between Customer and Supplier are limited exclusively to those contained in, or expressly incorporated by, (a) as applicable, Supplier's quotation, acknowledgement, invoice or separate written sales agreement signed by an authorized representative of Supplier, and (b) unless explicitly excluded in a written agreement signed by an authorized representative of Supplier, these General Sale Conditions, whether or not they are specifically referenced in or incorporated by Supplier's quotation, acknowledgement, invoice or separate written and signed sales agreement. The terms and conditions of the quotation, acknowledgement, invoice or written and signed sales agreement shall be read, to the greatest extent possible, as being consistent with these General Sale Conditions, but any irreconcilable conflict shall be resolved in favor of the quotation, acknowledgement, invoice or separate written and signed sales agreement.

1.3. Priority of General Sale Conditions. Supplier's acceptance of any purchase order ("**Order**") is conditioned upon Customer's assent to the terms and conditions of the Agreement. The terms and conditions of the Agreement supersede, and Supplier objects to, terms and conditions that are in addition to or different from those that are a part of the Agreement, including, without limitation, terms and conditions appearing on or referenced in Customer's purchase order (other than the specifics of the transaction e.g., part number, quantity and delivery location that are included in Supplier's order acknowledgment), other Customer documents, Customer's standard terms and conditions of purchase, Customer's quality policy and other rules, standard and policies, and Customer's web site or supplier e-commerce site, even though it may be necessary for Supplier to click an "accept," "agree," or similar button on an electronic site as a means of accessing information about current or prospective orders or programs of supply, and no additional or different terms and conditions shall be a part of the Agreement, unless expressly made so in a writing signed by an authorized representative of Supplier. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in the Agreement.

1.4. Proposed Change and Waiver. Proposed modifications or waivers to the terms of the Agreement shall not be binding on Supplier, unless clearly expressed in writing and signed by an authorized representative of Supplier, shall be void, and shall not apply to the sale of the Products by Supplier. The preceding sentence excludes from the Agreement, among other things, purported modifications and waivers by oral agreement, course of performance, and usage of trade. Supplier's failure to object to any modification or

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 1 di 16



waiver shall not operate as a waiver of any of the terms of the Agreement.

1.5. Modification of General Sale Conditions. Supplier may modify these General Sale Conditions at any time and without prior written notice to Customer. Any revised General Sale Conditions, however, will apply only to those purchase orders received by Supplier after the effective date of the revision.

## 2. ORDERS.

2.1. Credit. Purchase orders and shipments (or other way of transportation) are subject to credit prior approval by Supplier. Supplier may, in its discretion, reject Customer's credit application and modify, suspend or withdraw the credit amount and terms and suspend the implementation of Orders, at any time and without notice to Customer.

2.2. Approval. All Orders and change Orders are subject to Supplier's prior written approval. Supplier may reject a purchase order and change order for any reason. Supplier will not be obligated to fulfill any request for Products that Customer is not also obligated to purchase provided that natural persons who place an order on behalf of the Customer are always considered having received sufficiently authorization by the Customer to warrant the relevant performance. Customer shall be deemed to have accepted the Agreement by (a) assenting to the Agreement in writing, (b) placing an Order for Products, (c) accepting delivery or performance of all or any portion of the Products, (d) paying for all or any portion of the Products, or (e) taking any other action evidencing Customer's acceptance of the benefits of the Agreement.

2.3. Minimum Purchase Quantities. In case the Parties have prior agree to the purchase and sale of a minimum quantities of Products, Orders for less than the minimum quantity may be increased unilaterally by Supplier to minimum quantities, in Supplier's discretion, without further notification, and Customer shall be liable to receive, acquire and pay for such quantities.

2.4 Order Cancellation. Customer Orders accepted by Supplier may not be cancelled by Customer without Supplier's prior written approval and then only upon terms as shall be agreed in writing by Supplier. Supplier, in its discretion, may cancel any Customer Orders or change Orders with notice to and without liability to Customer (except for refund of moneys already paid) if Customer's account is in arrears or manufacture or sale of the Products is, or is likely to become, technically or economically impractical. In this later case, the Supplier shall also be entitled to voluntary offset, also partially, in full compliance with and with the purposes of art.1252 of the Italian civil code ("compensazione volontaria") the amount due to the Customer, if any, with those which the Customer still owes to the Supplier.

## 3. PRICES, TAXES AND ERROR.

3.1 Quotations. Written price quotations automatically expire 30 days after the date of quotation, unless the quotation expressly provides otherwise, and are subject to termination upon notice from Supplier within that period. Supplier shall have no liability for any oral quotation or under any oral agreement.

3.2 Prices. Unless otherwise provided in a writing that is part of the Agreement, the price for Products ("Price") shall be Supplier's Price set forth on a sales quote, Ex Works (EXW), and if the sales quote has expired, the Price for Products shall be Supplier's Price set forth on its order acknowledgment, Ex Works (EXW). Prices are subject to change at any time prior to Supplier's acceptance of an Order. For blanket

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 2 di 16



Orders, Prices are subject to Supplier's review and adjustment, including retroactive adjustment, at any time prior to transportation. Price is based on and assume Customer's compliance with all these General Sale Conditions, including, if applicable, a promise by Customer to purchase a particular mix of Products, a certain quantity of Products, or a certain percentage of Customer's requirements for the Products. Notwithstanding any other terms and conditions of the Agreement, Supplier may adjust Prices if any of the forgoing assumptions proves incorrect; more particularly in the event Orders are issued based on information provided by or on behalf of the Customer, Supplier always has the right to assume the correctness and completeness of this information. If later, becomes clear that this information was incorrect or incomplete, the Supplier shall have the right, inter alia, unilaterally to adjust the indicated Price without the Customer having the right to cancel the Order. The adjustment is validly implemented without any prior notification of the Customer. Supplier may pass through to Customer, and Customer shall accept, any Price increase imposed by a supplier or sub-vendor that Customer requires or requests Supplier to use. Except to the extent Customer and Supplier have otherwise explicitly agreed in a separate signed writing and subject to the other terms and conditions contained in this Section 3.2, Supplier may, in its discretion, upon 30 days' written notice, adjust Prices.

3.3 Taxes. Prices do not include any taxes, fees, assessments, or other charges imposed by any governmental authority on the manufacture, sale, purchase, transportation, export or import of the Products, all of which shall be the responsibility of and paid by Customer or, if required to be paid by Supplier, then reimbursed upon demand to Supplier by Customer. Taxes, fees, assessments, and charges set forth in the preceding sentence, such VAT, shall be added to Supplier's invoice and shall be paid by Customer.


3.4 Packaging. Prices are based on Supplier's standard packaging. Additional charges shall apply for packaging and other special shipping or packaging requirements requested by Customer.

3.5 Errors. Supplier may, at any time, correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Customer.

#### 4. TRANSPORTATION AND DELIVERY.

4.1 Dates. Notwithstanding any dates of delivery or transportation set forth in any communication or documentation, delivery and shipment dates provided by Supplier are estimates only and Supplier shall not be liable for failure to deliver on such dates even if such dates are defined as essentials to Customer, with express waiver to the provisions of art. 1457 of the Italian civil code.

4.2 Transportation. Freight terms for deliveries are Ex Works (EXW) Supplier's facility (Incoterms 2020 and following modifications, if any), unless otherwise agreed in writing by Supplier in advance of transportation date. All risk of loss or damage, starting from the moment in which the Products will be started being transported and while in transit, shall be borne by Customer. Unless otherwise agreed in writing, Supplier may select the transportation method and carrier. Products will be packaged and prepared for transportation according to the protection systems generally adopted by the Seller for the related Products in consideration of the agreed way of transport. Should the Customer deem necessary to use special packaging or additional protections then he shall be obliged to ask it in the Order provided that such request shall be in any case subject to prior approval of Supplier (and that if not expressly accepted by the

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 3 di 16



Supplier such request shall be considered denied) and at, sole, additional costs of the Customer itself. Supplier may make deliveries in installments without liability or penalty, and each installment shall constitute a separate sale, in which case Supplier's payment terms shall apply to each installment separately. Delay in delivery of one installment shall not entitle Customer to cancel other installments. Supplier shall not be liable for any damage resulting from or related to a Force Majeure Event (as defined in Section 14 below).

4.3 Product Quantities. Supplier shall be allowed a plus or minus ten percent (+/- 10%) leeway on the quantities called for by Customer's Orders and Customer shall accept such quantities as fulfillment of Supplier's delivery obligation waiving any possible claim in relation to the implementation of the Contract and the Products 'delivery.

4.4 Suspension of Delivery. Customer may postpone or delay deliveries only by providing Supplier a written request received by Supplier at least seven (7) days prior to the originally scheduled shipping date and Customer's payment in full of the aggregate price of the Products and other costs and expenses permitted herein on or before that date. In no event may Customer postpone or delay delivery for more than 5 days without the express written agreement of Supplier.

4.5 Loss. Supplier shall not be liable for, and Customer shall not assert against Supplier or deduct from amounts owing to Supplier, claims for delay, breakage, loss, or damage occurring after Supplier has satisfied its delivery obligations as set forth in Section 4.2 above. Customer shall instead make all claims for any such delay, breakage, loss, or damage directly to the transportation carrier or insurer, as appropriate, and not to Supplier.

4.6 Acceptance. Customer shall not be entitled to reject or refuse to accept the Products unless they do not conform to the applicable limited warranty set forth in Section 8.1 below.

4.7 Claims for shortages or other errors in delivery shall be made by Customer to Supplier in writing no later than seven (7) days after Customer's receipt of Products. Customer's failure to submit a written claim in accordance with the previous sentence shall be deemed unqualified and final acceptance of the Products and waiver of any shortage or other error in delivery claims by Customer.

## 5. PAYMENT.

5.1 Payment terms. Payment terms are net 30 days after the invoice date, unless otherwise provided in a writing.

5.2 Late Payment. Customer shall be charged and shall pay to the Supplier late payment interests, calculated, from the date in which such payments should have been made based on D. Lgs 231/2002 and following modifications, until payment is made in full, without any need of prior notification and without any prejudice to the Supplier right obtaining the further relevant compensation amount, if any.

5.3 Reasonable Assurances. Supplier, in its sole discretion, may modify payment terms at any time without prior notice to Customer, and may, in its sole discretion, withhold manufacturing or transportation, require payment guarantees, security, payment in advance or require another form of satisfactory security.

Signature Beckett Thermal Solutions S.r.l. 	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 4 di 16



Supplier may recover shipped Products from the carrier pending such assurances.

5.4 **Security Interest.** As collateral security for Customer's payment of all amounts due (including, without limitation, late fees, and collection costs) and performance in full of all obligations of Customer under the Agreement, Supplier shall keep the ownership of the Products (but not the risk of their custody) until the full payment as per the article 1523 of the Italian civil code ("riserva di proprietà") which is expressly agreed by the Parties to govern their relationship independently of the payment terms. Furthermore, Customer expressly acknowledges the certainty, liquidity, and enforceability of the Supplier credit as well as a first priority security interest in and to all right, title and interest of Customer proceeds (including insurance proceeds).

5.5 **Collection Costs.** In addition to all other remedies available to Supplier under the Agreement and applicable law, Customer shall be responsible to Supplier for all reasonable attorneys' fees, court costs, and collection fees should Customer default on or delay any payments.

6. **RETURNS.** No Product shall be returned without the prior written authorization of Supplier and Supplier's issuance of a return material authorization ("RMA"). Made-to-order or custom Products are not eligible for return. Unless otherwise instructed by Supplier, return freight to Supplier for authorized Products with an RMA will be paid by Supplier. Products must meet the eligibility requirements to be returned and Customer must follow all return instructions which may be obtained by contacting Supplier. Customer shall return Products to Supplier's facility no later than 14 days after Supplier's issuance of the RMA, provided in case of lack of delivery by such term that the Customer shall lose such restitution right.

7. **SPARE OR REPLACEMENT PARTS.** Supplier shall have no duty to stock or provide spare or replacement parts or products, unless otherwise agreed in writing by the Supplier.

8. **LIMITED WARRANTY; EXCLUSIVE REMEDIES.**

8.1 **Limited Warranties.**

(a) *Standard Products.* Supplier warrants to Customer that, on the original date of transportation, its standard Products will conform to the Product specification in effect on the date of manufacture, or identified on Supplier's print or acknowledgment, or set forth explicitly in another document that is part of the Agreement and executed by Supplier, for a period of sixty (60) days from the original date of transportation.

(b) *Custom Products.* Supplier warrants to Customer that, on the original date of transportation, custom Products will conform to the specifications set forth on a print or drawing executed by Supplier and Customer for a period of thirty (30) days from the original date of transportation.

THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF, AND SUPPLIER DISCLAIMS, due to express agreement with the Customer, ALL OTHER WARRANTIES OF ANY AND EVERY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, LAWS, TRADE USAGE, COURSE OF DEALINGS, COURSE OF PERFORMANCE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF DESIGN, PERFORMANCE, PRODUCT LIFE, OR INFRINGEMENT, WARRANTIES OF COMPLIANCE WITH CUSTOMER'S QUALITY MANUALS, QUALITY POLICIES, INSPECTION PROTOCOLS AND OTHER POLICIES, STANDARDS AND

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 5 di 16



REQUIREMENTS, WARRANTIES RELATING TO OPERATING CONDITIONS, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE AND ASSUMES SOLE RESPONSIBILITY FOR DETERMINING WHETHER THE PRODUCTS ARE SUITABLE FOR CUSTOMER'S INTENDED APPLICATION AND USE.

**8.2 Exclusive Remedy.** If Supplier determines that the Product(s) do not conform to a limited warranty set forth in Section 8.1 above and that it is responsible for such nonconformity, Customer's sole, and exclusive remedy, at Supplier's option, shall be repair or replacement of the nonconforming Product(s) or a credit of the purchase price paid by Customer to Supplier for the nonconforming Product(s). Products repaired or replaced during the applicable warranty period under a limited warranty set forth above shall be covered by the foregoing exclusive remedy for the remainder of the original warranty period. The remedies set forth in this Section 8.2 shall be Supplier's entire liability and Customer's sole and exclusive remedy and sole recourse against Supplier for a breach of warranty and for any other claim relating to the Products, regardless of the basis of Customer's claim, whether it is in contract, tort, recall, infringement, express or implied warranty, negligence, strict liability or otherwise.

**8.3 Claims Procedure.** To be entitled to the exclusive remedy, Customer shall (a) submit a written warranty claim received by Supplier prior to expiration of the applicable warranty period set forth in Section 8.1 above; (b) obtain from Supplier written approval to return the claimed defective Product(s) and a RMA; (c) return to Supplier's facility in Formigine ( MO) Italy, 100% of the Products claimed to be defective no later than 14 days after Supplier's issuance of a RMA at Supplier's cost, unless otherwise directed by Supplier; and (d) if instructed by Supplier, provide reasonable evidence in support of the warranty claim, including, engineering documentation, test results, evaluations and investigations performed by Customer or Customer's customer. Claims not made as provided in this Section 8.3 and within the applicable time period shall be barred.

**8.4 Exclusions.** The limited warranties set forth in Section 8.1 shall not apply to, and there shall be no warranties for, Products that Supplier determines are defective, damaged or impaired as a result of or relating to: (a) any action inconsistent with the normal and proper use and handling of the Products; (b) improper selection, handling, transportation, storage, installation, application, adjustment, modification or alteration; (c) improper or inadequate maintenance; (d) unauthorized repair (including any adjustment, modification, alteration, or addition made by anyone other than Supplier); (e) misuse; (f) use of the Product in other than its normal and customary manner; (g) accident; (h) abuse; (i) negligence (other than Supplier's); (j) freight or shipment after the Product has left Supplier's facility; (k) operation at extreme conditions.

**8.5 Third Party Products.** Supplier does not make any warranty and assumes no liability for products, parts, components, and software that it sells but does not manufacture. To the extent third-party warranties for Products sold but not manufactured by Supplier are transferable, Supplier will pass through to Customer such transferable third-party warranty received from Supplier's sub-suppliers facilitating, as reasonable possible, their exercise.

## **9. LIABILITY.**

**9.1 No Consequential or Indirect Damages.** In no event shall Supplier or any of its representatives be liable

Signature Beckett Thermal Solutions S.r.l. 	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 6 di 16



under the Agreement or in connection with the Products to Customer or any third party, and Customer shall not assert, any of the following, whether or not due to Supplier's negligence or not material fault or any other cause: (a) consequential, indirect, incidental, special, exemplary, punitive and/or enhanced damages; (b) loss of profits or revenue, diminution in value, loss of use, line shut-down even temporarily and related employees and restarting costs, loss of goodwill, damage to reputation, cost of capital, cost of substituted product, facilities or services; and (c) claims of Customer's customers or other third parties for damages or penalties, whether or not Customer is legally obligated to pay them, regardless of whether such damages were foreseeable, whether or not Supplier was advised of the possibility of such damages, and regardless of the legal or equitable theory (contract, tort (including negligence and fault or otherwise) upon which the claim is based.



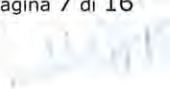
**9.2 Limitation of Liability.** Notwithstanding anything to the contrary set forth in the Agreement, in any other document, under applicable law or otherwise, to the maximum extent not prohibited by applicable law, Supplier's aggregate liability for all claims and losses arising out of and relating to the Agreement or the Products shall not exceed the price paid by Customer and received by Supplier for the individual Product giving rise to the claim or loss. In no event shall Supplier's liability to Customer for Products, parts, components, materials, or software sold to Customer under the Agreement, but not manufactured by Supplier, exceed the net amount recovered by Supplier from the third-party supplier or manufacturer for any products, parts, components, materials, or software giving rise to the liability or claim, and no credits or payments shall be made to Customer until such amounts are actually recovered by Supplier. The disclaimers and exclusions set forth in Section 8 shall apply also to the situations covered by the present Section 9 even if the exclusive remedy described in Section 8.2 fails its essential purpose. These limitations shall apply even if Supplier has been advised of the possibility of the loss or damages, and regardless of whether the loss or damages were foreseeable, and whether a claim for recovery is based on breach of warranty or contract, tort, recall, intellectual property infringement, negligence, strict liability, or otherwise.

**10. LOCATION OF MANUFACTURE.** Unless otherwise agreed by an authorized representative of Supplier in writing, Supplier may manufacture the Products at any of its facilities and may change the facility of manufacture in its sole discretion.

**11. TOOLING.**

**11.1 Ownership.** Customer shall be considered the owner of all tooling, dies and similar items (a) that Customer owns and places in Supplier's possession for the purpose of manufacturing Products, or (b) that Customer pays for as separate items if Customer and Supplier specifically agree in writing that such tooling, dies or similar items will be owned by Customer ("**Customer Tooling**"). Customer shall be responsible for paying for necessary replacements of and repairs to Customer Tooling.

**11.2 Customer Property.** Supplier assumes no obligation or liability with respect to Customer Tooling or any other property of Customer to which Supplier is not taking title ("**Customer Property**") other than to exercise reasonable care. Customer accepts all risk of loss and damage to Customer Tooling and Customer Property, except for loss or damage to the extent caused exclusively by Supplier's gross negligence, and

Signature Beckett Thermal Solutions S.r.l. 	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 7 di 16 




Customer waives all rights of subrogation for itself and its insurers with respect to any such loss and damage. Customer hereby grants to Supplier a security interest in the Customer Tooling and Customer Property to secure all amounts owed by Customer to Supplier. Customer consents to Supplier filing any documentation, useful to perfecting the security interest.

**11.3 Supplier Property.** Supplier shall be considered the owner of all tooling, dies and similar items used by Supplier in connection with the Products other than the Customer Tooling ("**Supplier Tooling**"). Customer acquires no interest in Supplier Tooling, notwithstanding any charges, amortizations or other costs included in the pricing or otherwise paid by Customer in relation to Supplier Tooling. Supplier may use Supplier Tooling without restriction in any of its business operations. Supplier may retain Supplier Tooling at the conclusion of the commercial relationship between Supplier and Customer with respect to the affected Products. All intellectual and industrial property rights, including all patents, rights to inventions, copyrights rights, trademarks, trade names, domain names, rights to models and drawings, rights to computer software, database rights, rights to confidential information (including knowhow and trade secrets) and all other intellectual property rights, both registered and unregistered including all applications (or rights to apply for) and renewals or extensions, of such rights and all similar or equivalent rights or forms of protection that exist now or in the future anywhere in the world concerning all goods produced or models designed by or on behalf of the Supplier and however related to the supply of Products to Customer continue to be propriety of the Supplier.

**12. CONFIDENTIALITY.** Price schedules, quotes, discounts, rebates, or other price-related information are considered Supplier's Confidential Information and Customer shall not disclose or disseminate, and shall prohibit the disclosure or dissemination of, such confidential information to any third-party without the prior written consent of Supplier, except that Customer may disclose such confidential information with its employees who have a need to know such information. Customer's employees' disclosure or dissemination of confidential information shall be a breach of this Section 12, and Customer shall be liable for any disclosure or dissemination of the confidential information by its employees or third-parties who receive confidential information from Customer or its employees. If Customer and Supplier executed a nondisclosure agreement, the terms and conditions of the executed agreement are incorporated into the Agreement as if written in full herein. Should the Agreement be terminated, the Customer, if required by the Supplier, shall return copies of all the acquired confidential information or shall destroy it. The confidential obligations shall survive the termination of the Agreement for a further period of five (5) years.

**13. INDEMNIFICATION.** Customer shall, at first demand, indemnify defend and keep harmless Supplier, its officers, directors, owners, attorneys, auditors, employees, agents, representatives, successors and assigns against any actions, proceedings, claims, demands, judgments, awards, settlements, penalties, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' and witness fees and court costs) relating to, connected with and/or arising from Customer's or its representatives' (a) negligence, fraud, or willful misconduct, (b) breach of the Agreement.

**14. FORCE MAJEURE.** Supplier shall not be liable for any delay or failure to perform, or for any damages suffered by Customer by reason of any delay or failure to perform, if directly or indirectly arising from,

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 8 di 16


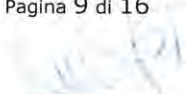


related to, or connected with, any act beyond Supplier's reasonable control, whether foreseen or unforeseen, including, but not limited to, acts of God, vandalism, sabotage, accidents, fires, floods, epidemic, pandemic, quarantine, strikes or other labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts, equipment, materials, labor, power or transportation, acts of suppliers, interruption of utility services, acts of terrorism, or acts of any unit or agency of government. If Supplier is prevented from performing its obligations by force majeure, Supplier may, at its option, suspend its performance under the Agreement or terminate the Agreement, in whole or in part, without judicial intervention and without Supplier being liable to Customer for any damage or loss.

**15. COMPLIANCE WITH LAWS.** Customer shall fully comply with all applicable laws, decrees, rules, and regulations now or hereafter in effect in Italy as well as in any other Countries affected by the implementation of the Agreement i.e the purchase and sale of the Supplier Products to Customer and any other applicable jurisdiction, including, without limitation, anti-corruption and other laws, customs, UE Directives , import and export control laws and regulations of Italy, and other affected countries (collectively, "Applicable Laws"). Without limiting the generality of the foregoing, Customer shall comply with Attachment 1 and shall not undertake or cause to be undertaken any activity that would cause Supplier to be and/or to concur into a violation of any Applicable Laws. Consistent with the foregoing, Customer shall not (a) make any payment of or transfer directly or indirectly anything of value to any governments, government officials, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business in violation of any Applicable Laws, including, but not limited to, the EU and Italian Anticorruption Practices and International Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or (b) offer, promise, give, authorize, pay, demand, seek, request, induce or accept, directly or indirectly, any gift or payment, loans, goods, valuables, consideration, other benefit in kind or "anything of value" (whether such value is assessable or not) in order to obtain any improper advantage, or to retain or obtain business, or which would or could otherwise be construed as an illegal or corrupt practice in violation of any Applicable Laws. Customer shall fully indemnify Supplier against all claims, losses, liabilities, or damages arising from or related to any violation or claim of violation covered by this Section 15.

**16. GOVERNING LAW AND VENUE.** The Agreement (the General Sale Conditions and all commercial transactions implemented between the Supplier and Customer in relation to) shall be exclusively governed by, construed, and interpreted in accordance with the laws of Italy. Venue for any dispute arising from or related to the Agreement, in the whole or in part, or Products purchased hereunder shall be exclusively referred to Court of Modena (Italy), without prejudice of the Supplier to bring legal proceedings to protect its rights hereunder before any alternative Court having jurisdiction over the Supplier. The Parties expressly agree that this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (1980).

**17. SURVIVAL.** Sections 5 (Payment), 8 (Limited Warranty), 9 (Exclusive Remedy; Limitation of Liability), 12 (Confidentiality), 13 (Indemnification), 15 (Compliance with Laws) and 16 (Governing Law and Venue) shall survive and continue after any expiration or termination of the Agreement, and bind Customer and

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 9 di 16 



Supplier and their legal representatives, successors, heirs, and assigns.

**18. NO LICENSE.** The Agreement does not grant or convey, either directly, by implication or otherwise, any right or license to any invention, patent, copyright, or other intellectual property of either party to the other Party.

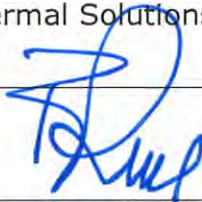
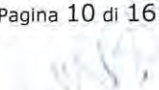
**19. WAIVER.** No waiver under the Agreement is effective unless it is in writing and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from the Agreement: (A) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the Agreement; or (B) any act, omission or course of dealing between the parties.

**20. TERMINATION.** Supplier shall have the right, without prejudice to any other remedy it may have at law or in equity, to immediately cancel all Customer Orders and change Orders and to stop all shipments to Customer, including stoppage in transit, in the event Customer fails to render payment on any invoice in accordance with the terms of the Agreement, Customer's account is in arrears, or Customer becomes insolvent, enters into bankruptcy or is placed in receivership. Any such termination shall not relieve Customer of any of its obligations existing at the time of termination, including, but not limited to, the obligation of Customer to pay for all Products received from Supplier.

**21. NON-ASSIGNMENT; CONSTRUCTION.** Customer shall not transfer or assign the Agreement or any rights or interests hereunder without Supplier's prior written consent. All headings in the Agreement and its attachment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of the Agreement or its attachment. Cross-references to Sections and Attachments shall refer to Sections of and Attachments to the Agreement.

**22. SEVERABILITY.** Should any part of the Agreement for any reason be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portion, which shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable portion eliminated therefrom. If a portion of the Agreement shall be declared to be invalid, illegal, or unenforceable, then the Parties agree that they shall, in good faith, negotiate with one another to replace such invalid, illegal or unenforceable provision with a valid provision as similar as possible to that which had been held invalid, illegal, or unenforceable to the maximum extent permissible under applicable law.

**23. INDEPENDENT CONTRACTORS; NO THIRD-PARTY BENEFICIARIES.** The relationship between Customer and Supplier is that of independent contractors. Nothing contained in any the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Customer nor Supplier will have authority to contract for or bind the other party in any manner whatsoever. The Agreement is for the sole benefit of Customer and Supplier and their respective successors and permitted assigns and nothing in the Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 10 di 16 



equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

## 24 PERSONAL DATA PROTECTION AND TREATMENT

For the purposes of the current Italian laws and regulations concerning the personal data protection (D. Lgs. 30/6/2003 n.196 and following modifications, EU Rule 679/2016 and GDPR May 2018, i.e. Privacy Code and implementing regulations), both the Customer and the Supplier reciprocally declare to be independent owners of personal data treatment, to any extent belonging to its own competence and undertake, giving each other prompt information, to procure that all the respective relevant personal data, however related to the implementation of this Agreement and the implementation of any single Orders shall be treated, in an automated way or not, exclusively for the administrative and operational purposes concerning the fulfilment of all the privacy undertakings and related laws and regulations obligations, including all the relevant Applicable Laws .

The Customer further represents and warrants to have taken full and accurate knowledge of the privacy treatment rules of the Supplier in accordance with the provisions of art 13 of the GDPR.

**25. ENTIRE AGREEMENT.** The Agreement, its Attachment, and any nondisclosure agreement executed by the Parties, if any, set forth the entire understanding and agreement between Customer and Supplier, and supersede all previous and contemporaneous agreements, whether verbal or written, express or implied, relating to the subject matter of the Agreement and the Products. The Agreement may not be altered, amended, or modified except by written instrument executed by the authorized representatives of Customer and Supplier.

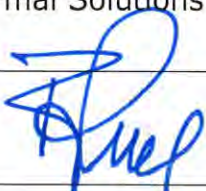
### For acceptance of the Customer

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The Customer for the purposes and any extent respecting the articles 1341 and 1342 of the Italian civil code, as well as any other Applicable Laws imposing a specific an express approval of provisions having been being generally prepared by the other Party (in the case Beckett Thermal Solutions Italia S.r.l being not subject to any negotiation and having a derogatory effect to specific rights otherwise granted by laws as well as having a so called vexatious role, hereby countersigns the hereunder provisions to expressly express its unconditional and irrevocable acceptance and approval of the same:

Section 1- Paragraphs 1.2,1.3 and 1.4 ("Scope"), Section 2 (entirely), Paragraphs 2.2 2.3 and 2.4 ("Orders"), Section 3 (entirely) ("Prices"), Section 4- (entirely) ("Transportation and Deliveries"), Section 5 (entirely) ("Payment"), Section 6 (entirely) ("Returns"), Section 8 (entirely) ("Limited Warranty-Exclusive Remedies"), Section 9 (entirely) ("Liability"), Section 11- Paragraphs 11.2 and 11.3 ("Tooling"), Section 13 (entirely) ("Indemnification"), Section 14 (entirely) ("Force Majeure"), Section 15 (entirely) ("Compliance with Laws"), Section 16 (entirely) ("Governing Law and Venue"), Section 17 ("Survival"), Section 20 (entirely) ("Termination"), Section 25 (entirely) ("Entire Agreement") as well as the following paragraphs of the Attachment 1: Anti-Corruption (entirely); Export Compliance (entirely); Anti-human trafficking (entirely); Notification (entirely) ; Audit rights (entirely); Compliance with Laws (entirely) and Breach and Termination (entirely)

### For express and specific acceptance of the above referred provisions by the Customer

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 11 di 16

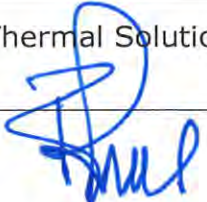


**ATTACHMENT 1:**

In addition to the General Sale Conditions, the terms and conditions of the Agreement, Customer shall comply with the following provisions. The following terms are not a full list of applicable laws to which Customer shall comply.

**Anti-Corruption**

- (a) Customer, its affiliates, subsidiaries, directors and officers and any third parties engaged by Customer shall not unlawfully offer, promise or provide any payments (or otherwise transfer anything of value) to any Government Official or private party for the purposes of obtaining an improper business advantage, or otherwise engage in activities which may constitute commercial or public bribery, corruption, or kickbacks under the Italian (including the legislative decree 231/2001 and following modifications) , European and international anti Bribery Laws and Policies (including, inter alia, those contained in the US Foreign Corrupt Practices Act., in the UK bribery Act and in the OECD Anti-Bribery Convention) or any other law of similar effect in the jurisdictions where Supplier and Customer conduct business ("**Anti-Corruption Laws**") in connection with any of the activities contemplated under the Agreement. To this end, Customer, its affiliates, subsidiaries, controlling entities, directors and officers and any third parties engaged by Customer will not directly or indirectly pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of third parties' or Supplier's customers, or any Government Official (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party or any candidate for political office) for the purpose of influencing their acts or decisions.
- (b) Customer and its representatives shall maintain complete and accurate books and records in accordance with generally accepted accounting principles in Customer's and its representative's jurisdiction, consistently applied, properly and accurately recording any commission, compensation, reimbursement, or other payment ("**Payments**") made by Customer and its representatives in performance of, on behalf of, or related to work, if any, for Supplier. Customer and its representatives will maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives and that it maintains no off-the-book accounts.
- (c ) Without any prejudice to any provision concerning duration and termination of this Agreement the Customer Parties expressly agrees that if it should, following the coming into force of this Agreement, become certainly aware of being subject to an investigation concerning issues covered by Anti-Corruption Laws then the Customer shall be obliged to immediately notify such event to the Supplier In such a notice the Customer shall also supply the Supplier with all available useful information not covered by judicial secret. Such being the case, the Parties expressly agree that the Supplier shall be granted with an autonomous right of termination of this Agreement as well as of any other related contractual relationship at time in force with the Customer. More particularly, the Supplier, after its own evaluation of the situation in place, of the nature of the investigation, of the strategic importance of the

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 12 di 16



affected deal and of the residual duration of the contractual relationship still in force at such a date, as well as of any other information useful to its own discretionary judgment, shall be entitled but not obliged to exercise an autonomous termination right of this Contract.

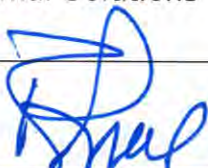

The termination shall produce its effect automatically and immediately upon the date of receipt by the Customer of the relevant termination notice without any possibility for the Customer itself to raise exceptions to which, to any possible extent, the Customer declares, in any case, expressly to waive irrevocably and unconditionally from now.

The Customer shall be obliged to supply the Client with the notice of the investigation affecting him ex D. Lgs.231/01 in the shortest time reasonably possible from the relevant awareness jointly with the indication of any segregation and reorganization measures (self-cleaning) already adopted and/or which the Customer intends to adopt to prosecute its own activity as well to keep promptly and duly informed the Supplier of the course of the investigation and its development. The violation of the above obligations of information vis a vis the Supplier by the Customer shall constitute for any purpose of laws and of this Agreement a material breach of the same. The above notification shall be implemented in compliance with the modalities set forth in the following paragraph "Notifications".

#### **Export Compliance**

(a) Customer understands and agrees that any products or services sold or otherwise provided under the Agreement (regardless of quantity or value) may be subject to economic sanctions, export controls and other restrictive trade measures with certain countries or parties and may be subject to various licensing requirements in relation to certain Countries under local and international laws, including laws and regulations of the United States and other jurisdictions. Customer shall be obliged autonomously to determine whether such licenses are required before shipping products to restricted countries, parties, or territories, and to obtain any necessary licenses whenever such requirements apply to any product, any customer, or Customer's business with Supplier. Additionally, Supplier will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any products or services supplied under the Agreement for use in nuclear related activities or facilities, chemical/biological weapons, missile or rocket systems, or unmanned air vehicles.

(b) The Client is fully aware of the circumstance that the Supplier is committed as a matter of Supplier's Policy to strict compliance with any applicable economic sanctions, export control laws, and restrictive trade measures regulations of the countries in which Supplier conducts business, including, but not limited to, U.S. economic sanctions, export control, and anti-boycott regulations. Customer shall strictly comply with any applicable economic sanctions, export control laws, and restrictive trade measures or regulations of any Country, including, but not limited to, U.S. economic sanctions, export control, and anti-boycott regulations, whenever they apply to Customer's business with Supplier, the sale, shipment, or provision of Supplier's products, and any other activities that may arise under the commercial relationship contemplated under the Agreement.

Signature Beckett Thermal Solutions S.r.l. 	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 13 di 16

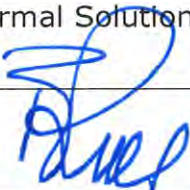


(c) Notwithstanding any other provision of the Agreement to the contrary, the Customer agrees that it shall not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any Products or services supplied under the Agreement to any Countries affected by economic sanctions, export controls and other restrictive trade measures by the Italian Government or by the Government of the Customer if different, as well as by the US Federal and State Government, and to any entities or persons located in those countries or territories, or to any entities or persons from these countries or territories located that are located elsewhere. Customer agrees that it will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any Products or services supplied under the Agreement to any other countries or parties except in full compliance with all applicable governmental requirements, (hereinafter "**Trade and Export Compliance Laws**"). Such prohibition is mandatory effective vis a vis each person and entity, association and organization based on and/or operating, also indirectly, in the Countries affected by the above restrictions, without any exception.

(d) Notwithstanding any other provision of the Agreement to the contrary, and consistent with the requirement imposed under applicable Trade Compliance Laws, Supplier will not directly or indirectly sell, ship, re-export, disclose or otherwise transfer any Products or services, even in part, supplied under the Agreement to a person, entity, organization or other party identified or any other applicable government-issued restricted party list, as maybe published and revised from time to time., such those elaborated by the Italian and UE Governments, by UN. The Federal and State US Government with reference) to US Department of Commerce's Denied Persons or Entity List, Department of State Debarred Parties List, US treasury Department Office of Foreign Assets Control- "OFAC").

(e) Customer shall not take any action or make any requests that cause Customer or Supplier to violate any applicable provisions and regulation included in the Trade and Export Compliance Laws and particularly to fully respect all the laws and regulations concerning the anti-boycott issues (including the U.S. anti-boycott laws,) as well as the various regulations enforced by the Italian and EU Governments as well as by U.S. Commerce Department and U.S. Treasury Department. In relation to the above the Customer undertakes not to request any information necessary to comply with the Arab League Boycott of Israel, take and action to comply with said boycott, or otherwise offer or promise to comply with said boycott. Customer will also not request any information from Supplier, or any Third Party related to the race, religion, nationality, or sex of any individual when such requests are related to compliance with the Arab League Boycott of Israel or any other boycott that is not sanctioned under the laws of the United States.

(f) The obligation of Supplier to furnish Products or technical information or services under the Agreement is subject to the ability of Supplier to supply such items consistent with all Applicable Laws, including anti-corruption and anti-bribery as well as international anti-boycott laws and Trade and Export Compliance Laws. Supplier may refuse to enter or perform any order, and to cancel any order, placed under the Agreement if Supplier in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates could violate the Applicable Laws, including the anti-corruption and antibribery laws as well as international anti-boycott laws and Trade and Export Compliance Laws.

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 14 di 16



(g) Customer agrees that any such refusal or cancellation of any order, or termination of the agreement formed under the Agreement, will not constitute a breach of any of the Supplier obligations under the Agreement, and Customer hereby waives any and all claims against Supplier for any loss, cost or expense, including, but not limited to, any loss of profit, loss of business, loss of or damage to goodwill and similar losses, loss of anticipated savings, or increased costs or for any indirect, special or consequential losses, or pure economic loss, costs, damages, charges or expenses howsoever arising, that Customer may incur by virtue of such refusal or cancellation of any order or termination of the Agreement under paragraph d) above.

**Anti-Human Trafficking.**

Customer, its subsidiaries, affiliates and controlling entity, shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force in local, national, and international law. Customer shall not engage in any activity, practice, or conduct that would constitute an offence worldwide anti-human trafficking laws and human fundamental rights. The Customer hereby represents and warrants that neither the Customer nor any of its shareholders, directors, officers, employees, agents, or other persons associated with it has been convicted of any offence involving slavery and human trafficking or actions against the fundamental human rights and/or has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery, human trafficking and fundamental human rights.

**Import Compliance.**

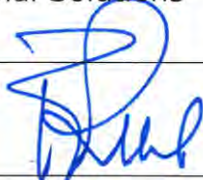

Unless otherwise agreed in writing, Supplier shall not be obligated to provide Customer with any documentation to substantiate that any of the products sold to Customer under the Agreement qualify for any preferential duty treatment.

**Notification.**

Customer shall be obliged to notify Supplier promptly if (a) Customer or any of representatives have reason to believe that a breach of this Attachment has occurred or is likely to occur; or (b) if any conflicts of interest arise after the signing of the Agreement, including potential conflicts of interest regarding its relationship with Supplier, including family members who could benefit from the commercial relationship between Customer and Supplier; or (c) if Customer or any of its Representatives or their family members become a government official or political party candidate or could be defined for the purpose of Italian legislation politically exposed person ("persone esposte politicamente") in a position to influence Customer's commercial relationship with Supplier. Customer shall send all such notices to the CEO and the General Counsel of the Supplier respectively at [Francesco.Pisano@BeckettThermal.com](mailto:Francesco.Pisano@BeckettThermal.com) and at [Marco.Benimeo@BeckettThermal.com](mailto:Marco.Benimeo@BeckettThermal.com).

**Audit Rights.**

If, at any time, Supplier believes in good faith that Customer has breached the warranties, representations or agreements in this Attachment, Supplier has the right to select an independent third party to conduct an audit, at Supplier's expense, to verify Customer's adherence to the terms in this Attachment. Customer

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 15 di 16 



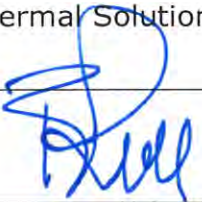
shall fully cooperate in such audit. If the auditor finds Customer in breach, Customer shall reimburse Supplier for the cost of the audit and cure any breach immediately at its sole cost. If Customer fails to cure the breach within 30 days, Supplier may terminate the Agreement for cause.

**Compliance with Laws.**

Without any prejudice of the provision of article 15 above, Customer shall comply with any applicable local or national governing at local, national and international level the trade and commercial relationship and activities, the Anti-Corruption Laws, the Trade and Export Compliance Laws, , or other applicable regulations of the Italian Government, Authorities and Courts or any other government, authority and court ( including those operating at federal and state level in USA), to any extent applicable to govern the current relationship and consequently included in the Applicable Laws. Compliance with all applicable legal requirements as recalled above, is a prerequisite for Customer to perform its obligations under the Agreement, and if the Customer fails to comply with such legal requirements, it is incapable of meeting its obligations under the Agreement and be considered in breach of the same as indicated in the following paragraph.

**Breach and Termination.**

Any breach of the warranties, representations or agreements in this Attachment 1 will constitute a material breach of the Agreement and be grounds for immediate termination for cause of the Agreement and/or any Order, and Supplier may withhold any payments or shipments until such time that Supplier has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Customer shall indemnify and keep harmless the Supplier, at first demand, against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses, and other liabilities of whatever nature resulting from Customer's breach of the representations, warranties and agreements contained in this Attachment 1. Supplier may refuse to enter or perform any Order, and to cancel any Order, if Supplier in its sole discretion determines that such Order could violate any Applicable Laws, of the provisions expressly referred to in Section 15 and in this Attachment 1. Supplier and Customer agree that any such refusal or cancellation of any purchase order, or termination of the Agreement by Supplier, as described above, will not constitute a breach of any of Supplier's obligations under the Agreement, and Customer hereby expressly and unconditionally waives all claims against Supplier for any loss, cost or expense related thereto.

Signature Beckett Thermal Solutions S.r.l.	Title/Subject GENERAL SALE CONDITIONS	Number
Signature 	Date 01/02/2023	Pagina 16 di 16 