



**DISCLAIMER:**

This document fully reproduces the contents previously published on the former corporate website [www.enerblu-cogeneration.com](http://www.enerblu-cogeneration.com) and is intended to apply to all commercial contracts entered into prior to 2026.

The provisions set forth herein shall be deemed valid and effective to the extent that they are not expressly waived or replaced by specific agreements contained in the relevant individual contracts, which shall prevail in the event of conflict.

rev.01 dated 05/2022

**GENERAL TERMS AND CONDITIONS OF SALE**

**1. Validity of the General Terms and Conditions of Sale**

1.1 All sales and supplies of products ("Products" or individually "Product") by Enerblu Cogeneration S.r.l. ("Seller") are subject to these General Terms and Conditions of Sale ("Conditions"), and any acceptance of contractual offers by the Seller implies their full acceptance by the customer ("Buyer").

1.2 Any deviation from these Conditions shall be valid only if expressly approved in writing by the Seller. Unless otherwise agreed in writing, these Conditions shall always prevail over any general purchase conditions of the Buyer, regardless of when they are sent by the Buyer and/or received by the Seller.

**2. Orders and Order Confirmations**

2.1 Supply requests ("Order") sent by the Buyer to the Seller constitute contractual proposals and shall be irrevocable by the Buyer for a period of 60 days.

2.2 Upon receipt of the Order, the Seller shall issue its order confirmation ("Order Confirmation") containing all contractual terms and a detailed description of the components and systems included in the Products, requesting a signed copy for acceptance by the Buyer. The contract shall be deemed concluded when the Seller sends the Order Confirmation signed for acceptance by the Buyer. The Seller shall always remain free to accept or reject Orders, and the Buyer shall not be entitled to claim any compensation or indemnity in case of non-acceptance of one or more Orders.

2.3 If, after receiving the Order Confirmation, the Buyer requests changes to the supply, the Seller shall be entitled to propose a new delivery date, and/or a different price, and/or other changes to the supply, which must be accepted in writing by the Buyer. In any case, delivery terms shall run from the date on which the changes are agreed upon in writing.

**3. Scope of Supply**

3.1 The supply includes only the Products and services specified in the Order Confirmation; any additional service shall be subject to a specific written agreement and separately charged. The Seller reserves the right to make any modifications to the technical and construction characteristics of the Products when necessary to ensure compliance with legal safety requirements or as a result of developments in the component range, provided that such changes do not substantially modify the technical specifications and performance of the Product. In the latter case, modifications shall be made only after receiving the Buyer's written consent, which may not be unreasonably withheld; such consent shall be deemed granted if the Buyer does not object in writing within 3 working days from the Seller's communication.

3.2 The operating software of the Products is proprietary confidential know-how of the Seller and is not sold but granted to the Buyer under a free license. The Buyer shall be entitled to receive all software updates free of charge and the access passwords strictly necessary for the management and maintenance of the Products.

3.3 Unless otherwise agreed in writing, all technical and construction characteristics of the Products refer to the following environmental conditions:

- a) storage ambient temperature: between -5°C and +40°C (different requirements require prior approval by the Seller);
- b) operating ambient temperature: between -5°C and +25°C;
- c) altitude above sea level: below 100 meters (higher altitudes require prior approval by the Seller);
- d) relative humidity below 30%;
- e) atmosphere: clean, free from dust and flammable or explosive gases;
- f) installation area: not subject to ATEX assessment requirements.

3.4 The Products bear the CE marking. The Seller does not guarantee compliance with specific regulatory provisions applicable in non-European Union countries, nor compliance with particular requirements or specifications for use of the Products that have not been expressly agreed in writing, in particular:

- a) noise and vibrations;
- b) fire prevention;
- c) atmospheric emissions;
- d) electrical safety;
- e) fuel and lubricant storage;
- f) local taxes and duties.

3.5 At commissioning, the Seller shall provide the Buyer with an operating manual in Italian containing the correct procedures for management and maintenance of the Products.

3.6 Unless otherwise agreed in writing, the Products include only what is expressly provided in the Order Confirmation and, in any case, the following are excluded:

- a) materials and labor for electrical connections (power, protective conductor, auxiliaries, signal lines, etc.) between supply components and with external systems;
- b) materials and labor for hydraulic connections (gas, oil, water, exhaust, air, etc.);
- c) ducts, fans, grilles, and ventilation/cooling works;
- d) masonry works, excavations, backfilling and foundations;
- e) authorization procedures;
- f) fiscal meters;
- g) on-site calibration of fiscal meters;
- h) Interface Protection System (IPS) verification certificate;
- i) backup device for interface protection system;
- j) installation works.

3.7 The Buyer – also pursuant to Article 1656 of the Italian Civil Code – declares to authorize the Seller to subcontract the activities included in the Order Confirmation.

**4. Price**

4.1 Payment shall be made as indicated in the Order Confirmation unless otherwise agreed in writing. Prices are Ex Works (Incoterms 2020), excluding VAT, packaging costs, and net of taxes and duties, unless otherwise agreed in writing.

4.2 Until full payment is received, ownership of the Products remains with the Seller, who may reclaim them at any time.

4.3 Failure to make payment on agreed due dates, even partially, shall automatically, without formal notice:

- a) trigger default interest at the rate provided by applicable legislation on late payments in commercial transactions;
- b) entitle the Seller to immediately suspend further supplies, even under other contracts;
- c) result in the Buyer losing the benefit of term, entitling the Seller to suspend activities and demand immediate payment of all outstanding amounts.

**ENERBLU Srl**

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**5. Delivery, Transport and Testing**

- 5.1 Delivery terms run from receipt of the signed Order Confirmation or payment of the agreed advance (if later) and are approximate in favor of the Seller and never essential. Any delay shall not give rise to compensable damages.
- 5.2 Variations to the Order must be agreed in writing with express indication of new delivery terms.
- 5.3 Delivery is subject to punctual payment, provision of technical/operational information, and any materials/components to be supplied by the Buyer or third parties.
- 5.4 The Buyer must collect the Products within 30 days from notice of readiness. After 30 days, a penalty of 1% of the price per week (up to 30%) applies. After 240 days, the Seller may terminate the contract and retain advance payments up to the penalty amount, without prejudice to greater damages.
- 5.5 Unless otherwise agreed, Products are supplied on pallets with polyethylene protective cover. No packaging is provided for cabin or container shipments.
- 5.6 Unless otherwise agreed, installation is performed by technicians chosen by the Buyer. The Seller may attend installation and will carry out commissioning, drafting an acceptance report.

**6. Warranty and Claims**

- 6.1 The Seller guarantees quality and absence of defects limited to compliance with technical specifications and agreed services. The Buyer must inspect upon receipt and notify defects in writing with delivery document copy.
- 6.2 Warranty is conditional upon stable internet connection to the Seller's supervision website for remote monitoring.
- 6.3 Use of Products is at the Buyer's sole responsibility.
- 6.4 Seller liability is limited to Product value and repair/replacement. Any further damages are expressly excluded, including production downtime and damages to persons or property.
- 6.5 Defects must be reported in writing within 8 days from discovery, under penalty of forfeiture.
- 6.6 For Products installed in Italy: repair/replacement at no cost. Abroad: travel and accommodation costs reimbursable unless otherwise agreed.
- 6.7 Warranty validity requires compliance with instructions and maintenance by Seller or authorized third parties. Duration: 12 months from commissioning or 15 months from readiness notice, whichever earlier. Maintenance reports must be sent via certified email (PEC).
- 6.8 Warranty excludes defects due to misuse, negligence, improper installation, unauthorized modifications, non-original parts, unsuitable fluids, inadequate foundation, chemical/electrical influences, unauthorized repairs, external system malfunction, wear and tear, or insufficient maintenance.
- 6.9 The Seller determines timing and methods of intervention. First intervention within 7 working days from notice, unless otherwise agreed in good faith.

**7. Exclusive Jurisdiction and Applicable Law**

- 7.1 All disputes, including non-contractual matters, fall under the exclusive jurisdiction of the Court of Verona, Italy.
- 7.2 These Conditions and related relationships are governed by Italian law.

FOR ACCEPTANCE

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The Buyer

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, the Buyer declares to have carefully read and examined these General Terms and Conditions of Sale, which are therefore approved and accepted, with specific reference to Article 3.1 (implicit acceptance of any non-substantial modifications), Article 4.2 (retention of title clause), Article 4.3 (consequences in the event of non-payment or late payment), Article 5.1 (exclusion of liability for delay in delivery), Article 5.4 (penalty for delay in collection and termination of the contract), Article 6.2 (procedures for reporting shortages and/or defects), Article 6.4 (exclusion of the Seller's liability arising from the use of the Products), Article 6.5 (Seller's obligations in the event of defects, including forfeiture deadline and limitation of liability), Article 6.7 (conditions for the validity of the warranty), Article 6.9 (cases of warranty exclusion), and Article 7 (exclusive jurisdiction).

FOR ACCEPTANCE

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The Buyer