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## GENERAL CONDITIONS OF SALE

## 1. Preamble

All deliveries made by DAX Solar S.r.l. shall be governed by the terms and conditions set forth in these General Conditions of Sale. The Customer waives any application of its own General Conditions of Purchase, unless otherwise specifically accepted in writing by DAX Solar S.r.l.

## 2. Definitions

For the purposes of these General Terms and Conditions of Sale (hereinafter referred to as the "Terms of Sale"), the following terms shall have the meanings assigned below:

- **DAX Solar S.r.l.:** The selling company with its registered office at V.le Bianca Maria, 24 - 20129 Milan (MI);
- **Customer:** Any company, entity, or legal entity purchasing Products/Services from DAX Solar S.r.l.;
- **Products:** The goods produced, assembled, and/or sold by DAX Solar S.r.l.;
- **Offer(s):** Any quotation or offer related to the Products provided by DAX Solar S.r.l. to the Customer;
- **Sale(s):** Any sales contract entered into between DAX Solar S.r.l. and the Customer;
- **Trademarks:** All trademarks owned by or licensed to DAX Solar S.r.l.

## 3. Validity of Terms of Sale

These Terms of Sale shall apply to all sales and suppliers of DAX Solar S.r.l.'s Products. In the event of any conflict between the terms and conditions outlined in these Terms of Sale and the terms and conditions agreed upon in an individual Sale, the terms of the individual Sale shall prevail. The Customer's general terms and conditions of purchase shall not apply, even if reference is made to them or if they are contained in orders or any other documentation from the Customer, unless expressly accepted in writing by DAX Solar S.r.l.

## 4. Stipulation of the Sale

- 4.1 Offers – Verbal offers from DAX Solar S.r.l. are non-binding, whereas written Offers are valid only for the duration indicated on the Offer itself.
- 4.2 Acceptance – Orders received by DAX Solar S.r.l. are considered accepted only when confirmed in writing.
- 4.3 Conclusion of Sale – The Sale is considered concluded once DAX Solar S.r.l. sends the Customer a written order confirmation.
- 4.4 Changes or Modifications – Sales cannot be cancelled or modified by the Customer without the written consent of DAX Solar S.r.l. Changes or modifications made by the Customer to the Offers are not valid or binding on DAX Solar S.r.l. unless expressly accepted in writing.

## 5. Prices and Payment Terms

- 5.1 Unless otherwise agreed, the prices in effect at the time of order confirmation shall apply. Prices are understood to be for delivery ex DAX Solar S.r.l.'s plant, with the cost of packaging borne by the Customer in the case of non-standard Products.
- 5.2 Prices, unless otherwise specifically stated, are understood to apply only to the goods themselves and do not include VAT, taxes, duties, or any other levies, which are the responsibility of the Customer. Installation of the Products is also the responsibility of the Customer.
- 5.3 Payments, unless otherwise agreed, shall be made in Euros according to the terms indicated in the individual Sales agreement. In the absence of an express indication, all sums shall be considered immediately due and payable. Unless otherwise specified, payment terms are deemed to be essential.
- 5.4 Failure to pay within the agreed terms shall entitle DAX Solar S.r.l. to charge default interest as provided for in Legislative Decree no. 231/2002, in the case where the Client is a company, and as provided for in Article 1284 of the Civil Code, in the case of natural persons.
- 5.5 Failure to pay within the agreed term shall entitle DAX Solar S.r.l. to suspend delivery of the Products and to terminate any further or different Sale with the Client. Under no circumstances shall the Client be entitled to suspend or delay payment under Article 1462 of the Civil Code.
- 5.6 In the case of orders with a duration extending beyond two months from the date of the order, DAX Solar S.r.l. shall have the right to request that the Customer adjust the Sale price to compensate for any increase in raw material prices. Failure of the Parties to agree on the price revision shall be grounds for termination of the Sale, with the Customer's right to a refund of the deposit paid for the remaining undelivered portion of the Product.

## 6. Delivery Terms

- 6.1 The delivery terms indicated in the order confirmation are to be understood as indicative and non-essential within the meaning of Article 1457 of the Civil Code.
- 6.2 The Customer has the obligation to accept the delivery of the Products, to verify in advance the accessibility of transport vehicles to the delivery location, to secure or obtain permits for the entry of transport vehicles and for unloading the Products, as well as to prepare a suitable area for their placement.
- 6.3 Except in the case of willful misconduct or gross negligence, DAX Solar S.r.l. shall not be liable for any damages arising out of or in connection with the delay in delivery of the Products. In no event shall DAX Solar S.r.l. be liable for indirect or consequential damages of any kind, such as, for example, losses resulting from the Customer's inactivity or loss of profit.

## 7. Transportation

The Products are sold ex-works from DAX Solar S.r.l.; therefore, their transportation is at the total risk and cost of the Customer, unless otherwise agreed upon in writing by the parties.

## 8. Down Payment

If a down payment is made, the amount shall be considered as a down payment.

## 9. Express Termination Clause for Non-Payment

In the event of non-payment, even partial, by the Customer on the agreed due dates, DAX Solar S.r.l. has the right to issue a notice of termination of the relevant Sale for non-performance by the Customer, retaining any amounts already received and reserving the right to claim further damages. DAX Solar S.r.l. retains ownership of the Products until full payment is made.

## 10. Express Termination Clause for Failure to Collect the Goods

If the Customer fails to collect the Products within 10 days of receiving notice from DAX Solar S.r.l., even if payment has already been made, the Customer will be deemed to be in default. DAX Solar S.r.l. shall then have the right to use an external warehouse to store the Products on behalf of the Customer and charge a 2% fee for each month of delay, calculated on the value of the Products not collected, to cover logistics expenses. If the Customer does not collect the Products within 15 business days of their storage at the third-party warehouse, DAX Solar S.r.l. reserves the right to terminate the relevant Sale and retain the deposit paid by the Customer as a penalty for non-performance, in addition to the storage charges, and subject to compensation for any additional damages.

## 11. Complaints and Disputes; Verification of Quality and Type of Goods

Any complaints regarding the quantity, type, or species of the goods supplied must be submitted in writing to DAX Solar S.r.l. within 8 days of receipt of the goods by the Customer. Any complaints concerning the quality of the goods must be made known to DAX Solar S.r.l. within 8 days after the discovery of the defects in question.

No claim regarding the quality of the goods may be pursued, including through legal action, if payment for the goods in question has not been made in full. Claims concerning the quality of goods will not be considered if the goods were sold as inferior quality items. Any complaints or disputes concerning a specific delivery of goods do not relieve the Buyer of the obligation to collect the remaining goods as per the terms of the order or agreement.

Any claims will only be considered if the delivered goods are installed as prescribed in the assembly manual, which can be found on the company's website at [www.daxsolar.it](http://www.daxsolar.it), and which the Buyer confirms having carefully read.

Any deviation in the Products delivered to the Customer, in terms of type or quantity, from those specified in the Sale must be reported in writing to DAX Solar S.r.l. within 8 days from the date of delivery. If the complaint is not communicated within the aforementioned period, the delivered Products shall be deemed to conform to those ordered by the Customer, and such conduct shall constitute a waiver of any claims seeking to dispute the delivery, including, if applicable, under Article 1665 of the Civil Code.

## 12. Warranties

In addition to the product warranties provided under the Civil Code and subject to the limitations already outlined, DAX Solar S.r.l. offers the following warranties for the Photovoltaic Panels, which can also be found on the website under the "Warranty Conditions" section. The Buyer must notify DAX Solar S.r.l. in writing of any esthetic defects within eight (8) days of delivery of the Panels. DAX Solar S.r.l. reserves the right to assess these defects at its discretion, verifying the exclusions specified herein.

## 13. Force Majeure; Disclaimer and/or Cancellation of Orders

13.1 DAX Solar S.r.l. shall not be held liable for non-delivery or delayed delivery of Products if such delivery is prevented by extraordinary events or other circumstances beyond DAX Solar S.r.l.'s control, including but not limited to: (a) inadequate technical data, inaccuracies, or delays by the Customer in transmitting necessary information or data to DAX Solar S.r.l. for shipment; (b) difficulties in obtaining raw material supplies, including a shortage of cells in the international market; (c) partial or total strikes, fires, picketing, power shortages, natural disasters, measures imposed by public authorities, transportation difficulties, delays or limitations imposed by public authorities, diseases, epidemics, riots, terrorist attacks, and all other causes of force majeure.

13.2 The occurrence of any of the events listed above shall entitle either party to terminate the Sale without the Customer's right to claim compensation for any damages.

## 14. Place of Jurisdiction

Any dispute arising from the interpretation or application of these General Conditions of Sale shall be subject to the exclusive jurisdiction of the Court of Milan.

## 15. Processing of Personal Data

The Client's personal data are processed by DAX Solar S.r.l., as the data controller, in compliance with the provisions of the GDPR Regulation 2016/679, Legislative Decree 196 of 2003, et seq.