

## GENERAL CONDITIONS OF SALE FOR INTERNATIONAL MARKET

### 1 SUBJECT

1.1 These Conditions will apply to any Sales Contract in place between Physis New Energy Technology, based in Via Turati 40, 20121 Milano ITALY (also simply called "PhysisNET") and its Customer, even if not explicitly mentioned in the contract. The Parties may agree in written form regarding special sales conditions of products. These particular conditions, if expressly approved in writing, will prevail over these general conditions.

### 2 PRICES

2.1 The sale prices correspond to those indicated in the price list in force at the time of acceptance by the Seller of the order sent by the Customer. ORDER CONFIRMATION Purchase orders must be sent to PhysisNET in writing and are binding for PhysisNET only following the written order confirmation issued by PhysisNET and according to the terms and conditions established in said confirmation. PhysisNET's order confirmation must be considered accepted by the Customer by any legally valid means and in the absence of written dissent within 5 working days from when it was sent to the Customer. Order cancellations received after the tenth day from receipt of the order by PhysisNET are not accepted.

### 3 PAYMENT AND RETENTION OF TITLE

3.1 Payments must be made in Euros no later than 30 days from the invoice date, unless otherwise specified in the Seller's offer.

3.2 In the event of non-payment by the agreed date, the Seller, without prejudice to any other right of indemnity or compensation, will be entitled to interest according to the European Directive 2011/7 / EU from the agreed payment date. Furthermore, in the event of late payment, the Seller may, following written notification to the Customer, suspend contractual obligations or any other contract already stipulated, until the amount due is paid. The Seller reserves the right to charge an additional € 65 for administrative expenses for reminders and credit recovery.

3.3 The Seller retains ownership of the delivered products until they have been paid for in their entirety. The Customer undertakes to comply with all the requirements and obligations established by the laws of the country to ensure compliance with the Seller's rights on the Product, including towards any creditors. Any risk of loss or damage occurring after delivery is the responsibility of the Customer.

### 4 DELIVERY (PLACE AND TIMING) AND PACKAGING.

Unless otherwise agreed between the Parties, the delivery must be: - EXW (EX WORKS Incoterms 2020, ICC), Seller's premises for Customers with business headquarters in a European country; - FCA (Free Carrier, Incoterms 2020, ICC), Seller's premises for Customers with business headquarters in a non-European country; Delivery times will be communicated specifically for each order and may vary according to the quantity of Products to be delivered. Partial deliveries are permitted unless otherwise indicated. Unless otherwise specified by the Seller in the offer or in the order confirmation, the price of the Products includes standard packaging. Additional or different packaging requested by the Customer or by the appointed carrier or on behalf of the same will result in the application of this additional cost by the Seller.

### 5 FORCE MAJEURE

5.1 The Seller will not be liable for non-fulfilment due to conditions beyond its direct control. In the event of delays, the delivery dates will be postponed for the time necessary to resolve the issue, where possible.

5.2 The prices indicated may vary due to global geopolitical conditions, which are due to the increase in the cost of materials, parts of the finished product, energy and any other costs, such as not to allow the Seller to preserve the prices initially indicated. That being the case, the Seller will have the right to notify the Customer of the new amount for the supply; in the event of the Customer's refusal or failure to agree on the new price within 10 days of the Seller's request, the latter may consider the contract as terminated, refunding the Customer the deposit received (if any), excluding any other right for the same.

### 6 STORAGE OF PRODUCTS AND WARRANTY

6.1 Within the limits of the conditions set forth in this paragraph, the Seller undertakes to ensure the absence of defects in the materials and manufacture of the products. This guarantee does not apply if the Customer is unable to prove the correct use and storage of the Products (a condition also valid for the end customer). This warranty is also not applicable where the Customer requests a Product conforming to its own specifications and design.

6.2 The Customer, to in order to make use of the aforementioned guarantee, must notify the Seller of the presence of any defects within 15 days of delivery if immediately identifiable or within 15 (fifteen) of their detection, where such defects are not easy to identify.

6.3 The Seller guarantees the products for 24 (twenty-four) months from the delivery date according to the FCA or EXW clauses (depending on the situation). After the end of this term, it will not be possible to make any requests. In the event that the Customer fails to notify the Seller of the defects found within the established time frame, it loses the right to have the Product replaced or repaired.

6.4 Except as specified in this paragraph, the Seller disclaims any other warranty, express or implied (of merchantability or fitness), legal or otherwise.

6.5 The warranty provided by the Seller is limited, at its sole discretion, to the replacement or repair of the Product deemed defective at its premises free of charge (although all packaging and transport costs are borne by the customer); any other direct or indirect liability is excluded.

6.6 All returns of Products to the Seller must be authorized following a specific written request from the Customer and are subject to the assignment of an RMA number by the Seller and to the conditions established in the RMA form. Defective Products must be returned to Seller's premises, as specified in the RMA authorization, at the Customer's expense and with suitable packaging. All transport documents must bear the RMA number and refer to the transport documents issued by the Seller for the original delivery. Products returned in violation of these conditions or damaged will be rejected. If those Products are not found to be defective by the Seller, or found damaged or affected by defects other than those guaranteed, or if they had not been delivered to the Seller under the above-referred conditions, the Customer will be required to pay the Seller the full replacement price of the Products anticipated by the Seller (if any). Any repaired or replaced Product (or part) will be warranted for 6 months from repair or replacement, limited to 3 months for products declared obsolete, or until the end of the original Product warranty period, depending on which term expires later. In the event of replacement, the replaced defective Products (or parts) will become the property of the Seller, unless the replacement Products have been fully paid for by the Customer, as indicated above. To enable the Seller to fulfil its warranty obligations, the Customer must provide all reasonable assistance requested by the Seller. In no case will the Seller be held responsible for any loss of Customer data stored in the Products presented to the Seller as indicated below. The Seller will only be required to provide the exclusive remedies indicated in these General Conditions, which will replace all other remedies



provided for by law. The Seller will therefore not be liable for any additional costs and expenses incurred by the Customer or for any damages (including loss of profits) resulting from the use or inability to use any Product.

6.7 This warranty replaces all other warranties and product liabilities for damages, direct and indirect losses, lost profits, expenses and any failure or delay in performance. In any case, the maximum liability of the Seller cannot exceed the contractual price of the product declared defective or non-compliant.

**7 PRODUCT CONFORMITY AND PRODUCT LIABILITY**

7.1 All Products supplied by the Seller must comply with the European standards in force at the time of supply; since the Products are manufactured by the Manufacturer in compliance with the laws and technical rules in force in Italy, the Customer assumes the entire risk of any discrepancy between the Italian provisions and the provisions of the country of destination of the Products, indemnifying the Seller. Consequently, the Seller will not be responsible for any non-correspondence of the Products to different regulations provided in other States unless expressly requested in writing by the Customer in the purchase order.

7.2 The Products may be subject to laws governing their export or be subject to other legal requirements / restrictions in Italy, in the country of the Customer or of its Customers. The Customer is therefore responsible for the export of the Products and indemnifies the Seller from any and all obligations and fulfilment of the same and from any and all liability, including compensation, arising from the Customer or his customers in relation to the above rules.

7.3 Any liability of PhysisNET to the Client for damages resulting from improper use of the product or in a manner not in accordance with the instructions in the user manual shall be excluded.

7.4 Any liability of PhysisNET towards the Client for indirect damages (including, where applicable, "punitive damages") resulting from the supply and/or performance of the Contract and these General Conditions is excluded.

7.5 The Client undertakes to indemnify and hold PhysisNET harmless against any prejudicial consequences of claims, actions and complaints brought by third parties concerning, directly or indirectly, the Products supplied to the Client and used and/or assembled and/or transferred to third parties.

7.6 The limitations of liability referred to in this article are also extended to any further use of the supplied Products as part of the Client's and/or third party's production processes, also as a component of further products and/or systems.

7.7 In any case, PhysisNET's liability (including by way of example, but not limited to damages, penalties, expenses, including legal fees, costs, charges and accessories) shall be limited to and shall not exceed a total amount equal to the Price of the Product allegedly defective, faulty and/or in any case at the origin of the alleged damage, net of production and transport costs.

**8 INTELLECTUAL PROPERTY RIGHTS**

8.1 Unless otherwise agreed in writing between the parties, PhysisNET retains ownership of all industrial and intellectual property rights connected with the Products, including, but not limited to, projects and designs, ideas, processes, methods and inventions, patentable or otherwise, together with models, know-how, skills, equipment and all technical illustrative documentation. Therefore, the sale of any Product by PhysisNET cannot in any way be considered as granting the Customer or any assignee of the latter, expressly or implicitly, any license of any industrial or intellectual property right of PhysisNET or its licensors, except different written agreement between the Parties. All Products must be used and assembled by the Customer with the PhysisNET brand exclusively. Sales with different brands, unless otherwise expressly and in writing by PhysisNET, are not permitted. Customers may not reproduce the Product manuals unless otherwise expressly and in writing by PhysisNET and upon payment of the amount requested. The Customer expressly authorizes PhysisNET to mention his company name for promotional purposes and as a commercial reference.

**9 DISPUTES AND APPLICABLE LAW**

9.1 All disputes arising from or connected to this contract, whether contractual or extra-contractual, will be definitively resolved by the Civil Court of Genoa (Italy) for customers based in an EU country.

9.2 All disputes arising from or connected to this contract, whether contractual or in tort, will be definitively resolved by arbitration in accordance with the Regulations of the Liguria Chamber of Arbitration for Customers based in a non-EU country. Unless otherwise agreed between the parties, the seat of the arbitration will be Genoa (Italy). The language of the arbitration will be English.

9.3 All sales contracts made under these general conditions are subject to Italian law and, for customers based abroad, to the United Nations Convention for the International Sale of Goods, (UNCISG), Vienna 1980.

**10 CONFIDENTIALITY**

The Customer must maintain confidentiality and refrain from using the Seller's confidential information. In particular, the Seller deems that the design documentation of the Software and hardware contain valuable trade secrets of the Seller and its licensors, the disclosure of which, if not authorized by the Seller in writing, could cause irreparable damage to the Seller and to its licensors. Therefore, the Customer undertakes not to disclose such information, including the Software and any of its components, to third parties, not to disclose it and not to use it except for the purposes authorized by the Seller and, in this case, by asking the Customer to protect, under the responsibility of the Customer, the disclosure of any confidential information to its customers and to third parties with the same level of protection as the Customer is bound. This confidentiality obligation persists even after the possible termination of the contract by the seller.

The customer: .....

signed in \_\_\_\_\_, on \_\_\_\_\_ 202\_

The Customer, pursuant to art. 1341 and 1342 of the Civil Code, expressly agrees and approves clause no. 7 - warranty; n. 8 - compliance; and n. 10- disputes and applicable law.

The Customer: .....