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Revision date	Revision subject
01.09.2026	Lettera c) added in chp. 17

GENERAL SALES CONDITIONS

1 PRELIMINARY

a) In these General Sales Conditions (hereinafter, the "Conditions"), Company shall mean **ORTEA S.p.A**.
b) These Conditions shall apply to any Agreement, Contract or order (hereinafter, the "Agreement") between the Company and the entity (hereinafter, the "Buyer") placing an order with the Company in respect of any goods, components, devices, equipment, tools, or other items and/or services (hereinafter, the "Products").
c) Sales and supplies of Products by the Company shall be governed by the present General Sales Conditions. Provisional special conditions indicated in a specific offer and/or order confirmation shall prevail on the Conditions and may construe as derogation or amendment to the same Conditions.
d) Other conditions that have not been explicitly accepted by the Company shall have no legal value or effect whatsoever.
e) These Conditions shall be considered to have been communicated to the Buyer as of the time at which the latter:
   - is informed of the address of the web page where they can be found; or
   - receives an offer from the Company accompanied by these Conditions; or
   - has received them previously during his business relations with the Company, in which case they shall be considered to have been accepted by the Buyer for all purposes upon placing his order.
f) **These Conditions make null and void any previous conditions or agreements, either written or verbal, unless otherwise agreed between the parties.**
g) If one or more articles of these Conditions are found to be ineffective or contrary to mandatory legal rules for any reason, ineffectiveness or opposition to said mandatory legal rules shall not extend to the other requirements of the Conditions.

1.1 Definitions

- **Buyer**: entity asking for/receiving an offer from **ORTEA S.p.A**. or sending a purchasing order to **ORTEA S.p.A**
- **Conditions**: these General Sales Conditions
- **Company**: **ORTEA S.p.A**.
- **Order Confirmation**: written communication sent by ORTEA S.p.A. to the Buyer confirming the purchasing order acceptance
- **Part**: **ORTEA S.p.A**. or the Buyer
- **Parties**: both **ORTEA S.p.A**. and the Buyer
- **Product(s):** good(s), component(s), device(s), equipment, tool(s), or other item(s) and/or service(s) specified in the order confirmation
- **Supply**: overall subject of the order confirmation

2 INTELLECTUAL AND INDUSTRIAL PROPERTY

a) The intellectual and/or industrial property of the offer, in all its terms, and the information included therein, as well as the equipment that is the subject of the Supply, and that of the items, plans, drawings, software, etc., included in or relating thereto, belong to the Company.
b) Their use by the Buyer for purposes other than the fulfilment of the order, as well as their total or partial reproduction or assignment of use to third parties, are strictly forbidden unless otherwise agreed by the Company by means of a prior written consent.
c) The documents concerning intellectual and/or industrial property exchanged shall, upon request, be returned without undue delay to the Company if the contract is not awarded to the Company.

3 FORMALISATION OF ORDERS AND SCOPE OF THE SUPPLY

a) The Company will not undergo any liability for any received order until the order is accepted by the Company in writing.
b) An accepted order may only be cancelled or varied with the Company's consent and the giving of this consent shall not in any way prejudice the Company's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation.
c) In principle (and subject to other agreements made in writing), in the event of cancellation of a purchase order, the following compensation percentages shall apply in relation to the order value:
   - 10% of the value in the event of cancellation during the design and technical development phase,
   - 30% to 50% of the value in the event of cancellation during the material procurement phase, depending on the type and quantity of material procured. The percentage is determined at the sole discretion of the Company,
   - 50% to 100% of the value in the event of cancellation with production already underway, depending on the stage reached. The percentage is determined at the sole discretion of the Company.
d) If not otherwise agreed upon between the Parties, any offer, order, acceptance, sale and/or delivery of any conduct in confirmation of any transaction will be subject to these terms and conditions which are the only basis upon which the Company does business and shall prevail notwithstanding any other conditions contained or referred to in any purchase order or other document prepared by or on behalf of the Buyer, unless otherwise agreed between the parties.

e) No other agreement, representation, promise, undertaking or understanding of any kind, unless expressly confirmed in writing by the Company, shall add to, vary or waive any of these terms and conditions.
f) The scope of the supply shall be clearly specified in the Buyer's order. For it to be considered effective, the order must receive an express and written acceptance by the Company.
g) The supply only includes the products as specified by the Buyer's order, which has been accepted by the Company.
h) Weights, dimensions, capacities, technical specifications and configurations referring to the Company's products included in catalogues, brochures, pamphlets and technical literature are of an informative, non-binding nature, with the exception of the cases in which the Company accepts a binding specification of the Buyer, which has to be included as integral part of the order documents.
i) Modifications and/or variations of scope, delivery dates or other terms of an order that may be proposed by one of the parties should always be notified to the other party in writing and they will have to be accepted in writing by the other party for them to be valid. Modifications due to changes in applicable legislation, regulations or rules which take place after the date of presentation of the corresponding offer shall also be considered as modifications / variations. Should said modifications and/or variations signify the imposition of additional or more onerous obligations for the Company, the Company will have the right to adjust the contractual terms to fully compensate for the consequences of the new and/or modified legislation or regulations.

4 PRICES

a) The prices of the supply are net, exclusive of VAT or any other tax, duty or levy, which shall be charged subsequently in the invoice at the respective applicable rates. Unless there is a clause to the contrary in the order or an agreement on the matter between the Buyer and the Company stemming from their business relation, the prices of the supply do not include packing, carriage, duties or insurance and they are considered placed at the Company's works.
b) In case of offer prior to the order, the prices quoted therein are valid for the period indicated in the offer and in this period they shall be considered fixed on the terms of payment specified in the offer, unless the supply quoted consists of imported equipment items subject to exchange rate contingences or to the payment of tariffs and duties, in which case the price of the offer would be adjusted in accordance with such variations.
c) The prices stated in the offer are for the terms of payment specified in that offer. If these terms of payment were to be modified, the offer prices would be reviewed.
d) Once the order is accepted by the Company, the prices of the supply shall be considered fixed and not subject to review. However, a price review shall be agreed upon and applicable when:
   - it has been expressly agreed between the Buyer and the Company;
   - the delivery date or the acceptance of the same has been delayed for a cause directly or indirectly attributable to the Buyer;
   - the scope of the supply has been modified at the Buyer's request, or if in general there has been any variation and/or modification by virtue of what is established in the present Conditions; or
   - in the event of prices quoted in a currency other than the Euro, the variation in the parity undergone by the currency in respect of the Euro from the date of the order to the contractual invoicing date shall give rise to the respective adjustment of the selling price.

5 TERMS OF PAYMENT

a) The Buyer's order accepted by the Company, shall include the terms of payment of the supply. Terms of payment previously specified in the framework of an ongoing business relationship agreement between the Buyer and the Company may also be used.
b) Payment shall be made on the agreed terms to the Company's bank account or by means of another agreed procedure. Payment shall be made without any reduction, such as non-agreed withholdings, discounts, expenses, taxes or duties, or any other deduction.
c) If delivery, installation, start-up or reception of the supply should be delayed for reasons not attributable to the Company, the agreed contractual terms and payment periods shall be revised by the Company if and as necessary.
d) In the event of delay in the payments by the Buyer, the Company shall be entitled to charge interest on any amounts outstanding. The payment of this interest shall not discharge the Buyer from the obligation to fulfil all the other payments on the terms agreed.
e) If the Buyer should incur delays in the agreed payments, the Company may elect to suspend shipment of the supply or execution of the services associated with it, either temporarily or permanently, without detriment to requiring the Buyer to make the late payments and to claim, when appropriate, additional compensation for this suspension of the supply or of the execution of the agreed services.
f) The presentation of a claim by the Buyer does not entitle him to discontinue or make any deduction in any of the payments pledged.
g) The fulfilment of orders is subject to compliance with the credit limit (credit line) granted to the Buyer, if any. Should such limits be exceeded or should the Buyer's financial or credit conditions change, in the Company's sole discretion, the Company reserves the right to suspend or delay the execution of pending orders and/or to require advance payment or the provision of adequate guarantees as a condition for further supplies, without the Buyer being entitled to raise any claims or request any compensation.

6 TITLE

a) Equipment and material that are the subject of the order will remain the property of the Company until the Buyer has fully complied with all payment obligations. The Buyer is obliged to cooperate and take all the necessary or convenient measures, as well as those suggested by the Company, to protect the Company's title to said equipment and material.
b) If any one of the events referred to below happens, a written notice thereof is to be given immediately to the Company by the Buyer. Notwithstanding failure by the Buyer to give such notice, all Products, which are the property of the Company and are in the possession of the Buyer shall be delivered immediately to the Company. The events referred to above are:
   - an Administrative Receiver or Receiver and manager or Receiver of the Buyer is to be or has been appointed or an encumbrancer takes possession of the whole or any part of the assets of the Buyer;
   - a petition to wind-up the Buyer is to be or has been presented or any notice of a resolution to wind-up the Buyer (save for the purposes of a solvent reconstruction or amalgamation) has been passed or is proposed;
   - the Buyer intends to make an arrangement or any dealings with any of its creditors with a view to avoiding insolvency or becomes insolvent or threatens to stop payments to its creditors;
   - the occurrence of any grounds for the presentation of a petition for a bankruptcy order or any statutory re-enactment or modification thereto or the presentation of any such petition.
c) The Company shall be at liberty to re-sell the Products so recovered pursuant to sub-paragraph b) above and the Buyer shall, within seven days of such recovery being finalised, pay the Company the costs reasonable incurred for such recovery.
d) The Buyer shall not create or allow to be created any right in the Products in favour of any third party and the Buyer is expressly prohibited from entering into any obligation with any third party which may be inconsistent with or derogate from the Company's rights under these conditions.

7 DELIVERY TIME AND CONDITIONS

a) The Company shall use all reasonable efforts to deliver the Products as agreed, but failure to comply shall not constitute a breach of this agreement.
b) The delivery time is for the material placed in the position and conditions stated in the order acceptance. If the delivery position is not specified in same and/or if not otherwise agreed between the parties, the supply shall be considered placed at the Company's works. For the delivery time to be binding on the Company, the Buyer should have complied with the payments schedule, when applicable.
c) The delivery time shall be modified when:
- the Buyer does not supply the documentation needed for the execution of the supply on time;
   - the Buyer requires modifications in the order that are accepted by the Company and which in the Company's opinion require an extension of the delivery time;
   - for the fulfilment of the supply, it was essential for the jobs to be executed by the Buyer or his subcontractors and these were not done in time;
   - the Buyer has not fulfilled any of the contractual obligations of the order, including the ones referring to payments;
   - delays occur in the production or provision of all or some of the items of the supply for a reason not directly attributable to the Company, i.e. any cause that may be considered as an act of God (Force Majeure) in the legislation in effect, as established in clause 16 below.
   - The Buyer has unilaterally suspended execution of the order.
d) In the foregoing cases, delays in the delivery time shall not modify the supply payment schedule.
e) In case of a delay in the delivery of the equipment and materials covered by the order directly attributable to the Company, the Buyer shall apply penalties only if previously agreed with the Company; said penalties shall constitute the sole compensatory action possible on account of delay.
f) In the event of a delay in the delivery of equipment and materials covered by the order for reasons directly attributable to the Buyer due to failure to collect, the Company reserves the right to apply penalties due to prolonged storage of the goods starting from the second week after the date communicated as the date on which the goods were ready for collection. Typically, the value is set at 2% of the order value for each week exceeding this period.

8 PACKING AND TRANSPORT

a) Unless agreed beforehand with the Buyer, non-standard packing of the products covered by the supply shall be the subject of an additional charge over and above the selling price and the return of it shall not be acceptable. Being the end recipient of the packing, it is the Buyer's responsibility to apply the most suitable environmental treatment of said packing as required by the local legislation.
b) Unless agreed beforehand with the Buyer, the transport, including loading and unloading operations, shall be carried out at the cost and risk of the Buyer, so the Company is alien to any claim in respect of damage or impairment of the Supply, all said risks having to be assumed by the Buyer.
c) If the equipment is ready to be supplied or, alternatively, is pending agreed upon tests, and the Buyer does not withdraw them or does not reach an agreement with the Company for them to be stored on his premises in agreed conditions, all the expenses occasioned by storage, assessed at the Company's discretion, shall be for the account of the Buyer, who shall also be answerable for all the risks that the material stored may undergo.

9 INSPECTION AND ACCEPTANCE

a) Unless the contrary is expressly stated in the Company's offer or in the Buyer's order accepted by the Company, inspections and routine tests during production and final inspection prior to shipment of the supply shall be carried out by the Company. Any additional test and/or third-party inspection required by the Buyer should be specified in the order, listing the standards

applicable and, if appropriate, the place and entity where these tests will be performed. These additional tests should have the Company's approval and they shall be carried out for the Buyer's account and at the Buyer's charge.

b) When the supply has been received, the Buyer shall verify immediately its contents in order to check for possible defects and/or faults that might be attributable to the Company. Any claim that the Products are damaged must be communicated in writing to both the Company and, when applicable, the carrier, within eight (8) calendar days of delivery. Also, any other claims that the Products are not of stated quality must be communicated in writing to the Company within eight (8) calendar days from the date of delivery in case of evident faults, and from the date of discovery in case of hidden defects.
c) Non-delivery must be reported to both the Company and, when applicable, the carrier within fourteen (14) days of the date to the agreed date of delivery.
d) If the Buyer fails to give notice or report in accordance with this clause, the Products shall be deemed to have been delivered fully to the Buyer, which shall be bound to the agreed payment terms and shall lose any rights to make a claim concerning the delivered products.
e) If the supply presents defects and/or faults attributable to the Company, the latter shall take the necessary steps to remedy them, as per the Warranty Terms expressed in Clause 11.

10 RETURN OF MATERIALS AND CLAIMS

a) Under no circumstance will the Company accept the return of materials without prior agreement on the matter with the Buyer. In any case, claims should be submitted by the Buyer to the Company in a reliable fashion and in writing.
b) Return or shipment of material to the Company's premises, whether for replacement or repair, shall always be at the Buyer's expense and only after having received the Company's written authorization.
c) Return due to a mistake in the Purchasing Order or for other reasons not attributable to the Company is not allowed, unless previously agreed between the parties.

11 WARRANTY TERMS

a) Unless previously agreed upon in writing during the contract negotiation and not specified in the order confirmation, the Company shall not accept requests for penalties and/or compensations in relation to delayed delivery, non-use and/or failure of its equipment.
b) The purchased equipment is under warranty against any material or workmanship defects that might occur within the validity terms listed hereunder in relation to all mechanical, electrical and electronic parts. During the warranty validity period, the Company will repair or replace (at its own discretion) any defective parts, unless said defects are due to:
   - improper handling and/or use:
   - storage conditions inadequate and/or not complying with the indications provided in the User Manual;
   - installation in an unsuitable environment and/or not complying with the specific indications provided in the User Manual (including the grid situation, which must comply with the requirements set forth in IEC International Standards, particularly as far as the harmonic content is concerned); this provision is specifically mandatory for the installation of static voltage stabilisers;
   - wear & tear resulting from normal usage;
   - incompetence or negligence on the Buyer's side when installing, running and maintaining the unit;
   - lack of evidence of performed maintenance activities;
   - interventions performed by or on behalf of the Buyer without written authorization from the Company;
   - failure to comply with instructions given by the Company;
   - removal, alteration or forgery of the nameplate and the data indicated thereof; and
   - force majeure events as defined therein.
c) Moreover, the provided warranty shall become immediately null and void in case of:
   - failure to comply with the payment terms;
   - failure to conduct routine and / or extraordinary maintenance;
   - improper use of the equipment; and
   - external phenomena beyond the unit's scope and control.
d) In case of failure, the Buyer shall contact the Company, which will decide whether the repair can be performed on location, or if the equipment has to be shipped to the Company's facilities or to an after-sale Service Centre authorized by the Company.
e) If the repairing intervention can be performed at the Buyer's facility, all the expenses relevant to traveling, visa fees, boarding and lodging of the Company's personnel, shipment costs relevant to the provisional delivery of spare parts shall be at the Buyer's charge, whilst spare parts and labour costs shall be at the Company's charge.
f) The Buyer shall produce copy of the purchasing document (invoice) and report the detected anomaly prior to the intervention.
g) If the intervention is to be performed at the Company's facility, the equipment shall be duly packed and shipped back at the Buyer's expense and risk. The shipment after the repairing operations shall be under the Company's responsibility.
h) This warranty does not cover the automatic replacement of the entire equipment under no circumstances whatsoever. The Company maintains the right to decide type and extension of the activities necessary to restore the Product operation.
i) Nothing shall be due to the Buyer for the time in which the equipment is left idle. The Buyer may not claim any compensations and/or reimbursements for expenses or indirect damages caused by the equipment failure.
j) Parts provided as spare parts and/or replacements are subject to the same warranty terms. Repair or replacement of a defective part does not extend the original warranty period on the product as a whole.
k) Shipment costs relevant to the provisional delivery of spare parts shall remain at the Buyer's charge.

11.1 Proper use

While the unit is functioning, the Buyer's operator must be protected from any risks associated with the functioning mode. Proper and correct use of the equipment allow for full exploitation in complete safety of its characteristics. For such purpose the Buyer, its employees, collaborators and or assignee, must:

- follow the instructions in the use & maintenance Manual;
- check the integrity of equipment and components;
- comply with instructions and warnings provided;
- check status of preservation and keep maintenance on the equipment under control;
- check the status of cables and electrical connections;
- comply with the nameplate data such as (but not limited to) power, voltage, amperage and frequency;
- use the equipment for the purpose intended by the Company;
- operate the equipment in the environmental conditions for which it was designed and manufactured;
- cut off the power supply in case of inspection, repair and maintenance;
- use suitable work clothing and personal protective equipment (PPE);
- immediately report any malfunction (irregular operation, suspicion of rupture, incorrect movement and noise beyond the standard level) to the department manager and switch off the equipment;
- comply with the recommended maintenance frequency, recording every control and comment related to the performed intervention.

11.2 Misuse

The Company defines as "Misuse" of the equipment any use other than what described in the previous paragraph and in addition to that:

- modification of the operating parameters. Should it be necessary to make any modification to the equipment, the Buyer shall contact the Company and wait for written authorization before proceeding with the modification;
- use of unsuitable or inadequate energy sources;
- employment of not adequately trained/skilled personnel to run the unit;
- failure to comply with the maintenance instructions or maintenance incorrectly carried out;
- use of non-original spare parts or unsuitable ones;
- modification and / or tampering with the equipment safety devices;
- performance of control operations, maintenance, or repairs without having first disconnected the energy supply; and
- performance of temporary repairs or remedial measures not complying with the instructions.

The Company declines all responsibility for damage to persons or belongings due to Misuse as defined above.

11.3 Warranty time validity

The warranty time validity is set to one (1) year from the date indicated in the Company's invoice.

Any derogation from the time validity specified hereabove shall be agreed upon in writing and duly authorized by Representatives of both the Company and the Buyer.

12 LIMITATION OF LIABILITY

a) The liability of the Company with respect to any and all claims arising out of the performance or non-performance of obligations under the contract shall not exceed in the aggregate the base Products price and shall in no event include damages for loss of profit, loss of revenues, loss of power, loss of production, loss of use, costs of capital, downtime costs, delays and claims of customers of Buyer or costs of replacement of power or loss of anticipated savings, increased costs of operation nor for any special, indirect or consequential damages, nor losses of any nature whatsoever.
b) The limitation of liability set out in the present clause will prevail over the contents of any other contractual document, which is contradictory or incongruent with its terms, except in the case in which said provision is more restrictive with respect to the responsibility of the Company.

13 LIMITATION OF EXPORTATION

a) The Buyer acknowledges that the products supplied by the Company may be subject to local or international export control provisions and regulations and that without the authorizations from the competent authorities to export or re-export, said products cannot be sold, nor leased, nor transferred nor used for any purpose other than that which has been agreed upon.
b) The Buyer is responsible for compliance with said provisions and regulations.
c) The supplied products may not be used, neither directly nor indirectly, in connection with the design, the production, the use or storage of chemical, biological or nuclear weapons, nor for transportation systems of said weapons.

14 APPLICABLE LAW AND JURISDICTION

a) These General Sales Conditions will be subject to and interpreted in accordance with the Italian Law, to the explicit exclusion of the whole United Nations Convention on Contracts for the International Sale of Goods (CISG).
b) The parties expressly waive any other code of laws that might pertain to them and agree to submit exclusively to the jurisdiction and authority of the Courts and Tribunals in Monza, Italy.

15 WAIVER AND SEVERANCE

a) Any indulgence granted by the Company to the Buyer and any failure by the Company to insist upon strict performance of these terms and conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Buyer.
b) The invalidity of one or more provisions of these Conditions shall in no way affect the validity of the remaining provisions.

16 FORCE MAJEURE

a) In case the Company is impeded, either totally or partially, from complying with his contractual obligations due to Force Majeure, compliance with the affected obligations will be suspended, with no responsibility to the Company, for as long as is reasonably necessary in accordance with the circumstances.
b) Force Majeure will be understood as any cause or circumstance outside of the reasonable control of the Company, including but not limited to, strikes by suppliers, transportation and services, failure in third party deliveries, failure in transportation systems, natural catastrophes, floods, storms, wars, riots, uprisings, strikes, labour conflicts, work stoppages by the Company's personnel or it's subcontractors' personnel, sabotage, acts, omissions or intervention by the government or any of its agencies, accidental stoppages in the Company's factory due to breakdowns, epidemic outbreaks or other public health emergencies, etc. and all the force majeure causes contemplated in the current legislation which affect the Company's activities either directly or indirectly.
c) When there is a cause of Force Majeure, the Company will notify the Buyer as soon as possible, explaining the cause of Force Majeure and the estimated duration. The Company will notify the Buyer on the termination of the cause of Force Majeure specifying the period of time necessary to comply with the obligations suspended due to said Force Majeure. The occurrence of a cause of Force Majeure will give the Company the right to a reasonable extension in the date of delivery.
d) Should the cause of Force Majeure last for a period longer than three (3) months, the Parties shall negotiate to reach a fair and adequate solution to the circumstances, taking into account the Company's difficulties.

17 CONFIDENTIALITY AND PRIVACY CLAUSE

a) The Buyer and the Company shall treat as confidential all documents, data, materials and information disclosed, shall not share it with third parties, and will refrain from using it directly or indirectly other than for the execution of the Agreement, unless said disclosure or use is authorized by previous written consent of the other party.
b) Notwithstanding the above, the Company is authorized to provide the Buyer's name and basic details of the Agreement as part of their business references.
c) Personal data provided to the Company will be processed by the Company as the Data Controller for purposes related to the management of the contractual relationship and to administrative, accounting, and legal obligations, as well as for the additional purposes indicated in the full privacy policy, which is always available on the Data Controller's website at https://www.orteanext.com/it/ or by requesting it via email at privacy@ortea.com. The processing will be carried out in compliance with the GDPR and applicable laws. Personal data may be disclosed to authorized parties or data processors within the limits provided by law. The data subject may exercise the rights set forth in Articles 15 et seq. of the GDPR by writing to privacy@ortea.com."

18 TERMINATION OF THE CONTRACT

a) If the Buyer becomes insolvent or (in the opinion of the Company) is likely to go into bankruptcy, administration, receivership or liquidation, or makes default in or commits a breach of the Agreement, the Company may forthwith on written notice to the Buyer terminate the Agreement without incurring liability to the Buyer and without prejudice to the Company's rights which may have accrued up to the date of termination.
b) Either party may terminate the order immediately by virtue of written notice to the other party, if the other party fails substantially to comply with the terms of the order. In order to constitute substantial non-compliance, the party accused of said non-compliance must have been notified in writing previously and failed to comply within a thirty (30) day period of said notification. The following will also be cause for termination of the order:
   - the dissolution or liquidation of either party, except for the case of mergers realized within the group of companies each one pertains to:
   - the cessation of activity of either of the parties;
   - the persistence of a situation of Force Majeure / suspension for more than three (3) months from the date of reception by one of the Parties of the first written notification sent by the affected party as referred to in the relevant clause 16 above;
   - any other cause for termination expressly detailed in other clauses in these Conditions.
c) In the event of termination for reasons attributable to the Company, the Buyer will:
   - pay the Company the amount corresponding to the price of the Products already supplied in accordance with the prices established in the order as stated in clause 4 above;
   - have the right but not the obligation to:
     - buy the Products pending delivery, satisfying the amount due once they have been delivered; and
     - subrogate in Company´s position in Company's contracts with its suppliers and / or subcontractors (step-in rights).
   - have the right to be compensated for the damages suffered as a result of Company's breach of contract, within the limits established in these Conditions (see above clause 12).
d) In the event of termination for reasons attributable to the Buyer, the Company will have the right to perceive:
   - the amount corresponding to the price of the Products already delivered in accordance with the prices established in the order as stated in clause 4 above;

- the amount corresponding to the price of the Products pending delivery that the Company is obligated to receive from his subcontractors and suppliers, once they have been delivered to the Buyer;
- the amount corresponding to the cancellation of the orders issued by the Company to his suppliers and subcontractors, when said cancellation is possible; and
- indemnization for other damages suffered as a consequence of the Buyer's breach of contract

e) In case of termination due to a Force Majeure event, the Company will have the right to perceive:
- the amount corresponding to the price of the Products already supplied in accordance with the prices established in the order;
- the amount corresponding to the price of the Products pending delivery that the Company is obliged to receive from his subcontractors and suppliers, once said equipment and materials have been delivered to the Buyer; and
- the amount corresponding to the cancellation of the orders issued by the Company to his suppliers and/or subcontractors, when said cancellation is possible.

19 LANGUAGE

a) These Conditions are released in Italian and English. Further translations in different languages may also be released in the future.

b) Should any doubts arise as of the interpretation hereof, the version in Italian shall prevail.