ORTEA SpA
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ORTEA CARE SALES CONDITIONS

1 SUBJECT

1.1 ORTEA CARE description

ORTEA CARE is a Service program offered by Ortea SpA aimed at monitoring the operations of a device up to the first five years of its life cycle through remote analysis of the operating parameters and activity planning.
Said planning is organized in a preventative way in order to minimize idle time at the Client's site.
The service program can be purchased by the Client and extended on a year-to-year basis (unless otherwise agreed on the contract duration when negotiating the contract). The service program includes the extension of the warranty terms for each extended year.
If the program is renewed so that it covers the initial 5 years of the unit's lifetime, at the end of such period of time Ortea shall issue a report on the status of the equipment. On the basis of this report, Ortea shall provide the Client with suggestions for potential further activities.
For ORTEA CARE to be activated, the connection of the equipment to Ortea XCloud is mandatory.
Here below is a summary of the plan:

1st year	2nd year	3rd year	4th year	5th year
Warranty + ORTEA CARE	ORTEA CARE + warranty extension	ORTEA CARE + warranty extension	ORTEA CARE + warranty extension	ORTEA CARE + warranty extension + final report

At the end of the 5-year ORTEA CARE period, the warranty terms shall not be extended any longer.
Once ORTEA CARE has been activated, Ortea will suggest ways and schedules relevant to performing the maintenance activities on the basis of the detected data.
Ortea shall require a contact person at the Client's site, who shall be reached for before a potential activity.
The maintenance activity timetable shall be set out depending on the analysis of the situation, assigning to products covered by ORTEA CARE a higher priority level.
In no circumstances these Conditions shall be construed as to replace (fully or partially) the warranty Terms and Conditions set forth in the General Sales Conditions of Ortea SpA. Any warranty extension shall be governed by such Terms and Conditions.
Concerning said Terms and Conditions, the following must be highlighted:

- Warranty extension and ORTEA CARE are deemed to be applicable only for equipment operated in strict compliance with the instructions set out in the User's Manual.
- Damages arising from events in the mains, in the Client's supplying line and/or in the loads downstream the unit are not covered by warranty Terms & Conditions.
- Guidelines provided by EN50160 and IEEE519 (as amended) in terms of plant power quality must always be followed.

1.2 ORTEA products eligible for ORTEA CARE

ORTEA CARE can be purchased only if the product to which is referred meets the following conditions:

- **The product is new.**
- **The product has been (or shall be) commissioned (I) by Ortea; (II) by an authorised partner; (III) through a remote supervision by Ortea.**
- **The connection to ORTEA XCloud is available and active.**

The eligible products are:

- ENERSOLVE
- SIRIUS
- ORION PLUS (upon purchase of the optional gateway)
- OXYGEN
- OXYGEN ZERO
- ODYSSEY

1.3 Service levels

ORTEA CARE Light:

- **Included**: service tickets, remote unit monitoring, remote preventative maintenance, alarm management, remote assistance for troubleshooting and maintenance management.
- **Not included**: on-site intervention, repairing or replacement of parts subject to wear and tear (rollers and fans), travel expenses.
- Warranty extension: up to 5 years in total (1-year standard warranty + 4 extension years).

ORTEA CARE Full:

- **Included**: service tickets, remote unit monitoring, remote preventative maintenance, alarm management, remote assistance for troubleshooting and on-site intervention management, repairing or replacement of defective parts and parts subject to wear and tear (rollers, fans and auxiliary systems feeders).
- **Not included**: travel expenses.
- Warranty extension: up to 5 years in total (1-year standard warranty + 4 extension years).

The table below draws a comparison:

	Without ORTEA CARE	ORTEA CARE Light	ORTEA CARE Full
WARRANTY EXTENSION	NO	For each renewed year	For each renewed year
ON-SITE INTERVENTION	To be paid for (according to applicable price list)	To be paid for (according to applicable price list)	Included
REMOTE PREVENTATIVE MAINTENANCE	NO	YES	YES
REPAIRING TIME	To be agreed	To be agreed	Priority
SOFTWARE UPDATE	To be paid for (according to applicable price list)	Included	Included
REMOTE MONITORING AND ALARM MANAGEMENT	NO	YES	YES
TROUBLESHOOTING REMOTE ASSISTANCE	To be paid for (according to applicable price list)	Included	Included (with priority)
SPARE PARTS SUBJECT TO WEAR & TEAR	NO	NO	YES
TRAVEL EXPENSES	Not included	Not included	Not included

2 TERM AND TERMINATION

These Condition shall be in effect for a period of 1 (one) year from the invoice date, after which they shall be renewed automatically every year for 4 (four) years maximum unless cancelled by either Party by written notice to the other Party delivered no less than 60 (sixty) days prior to expiration and/or unless otherwise agreed on the contract duration when negotiating the contract.
These Conditions may become invalid for any reason set forth by the law, including any breach that is not cured within 15 (fifteen) days form notice of breach.

3 ANNUAL FEES

The annual fees to benefit from ORTEA CARE service are set forth as follows:

From invoice date:	Power [kVA]	Ortea Care light [€]	Ortea Care full [€]
1st year	**up to 99**	250.00	450.00
	from 100 to 299	450.00	700.00
	from 300 to 499	700.00	1100.00
	from 500 to 999	1100.00	1600.00
	from 1000 to 1599	1600.00	2400.00
	beyond 1599	2400.00	3600.00
From 2nd to 5th year (included)	**up to 99**	450.00	700.00
	from 100 to 299	700.00	1100.00
	from 300 to 499	1100.00	1600.00
	from 500 to 999	1600.00	2400.00
	from 1000 to 1599	2400.00	3600.00
	beyond 1599	3600.00	5400.00

Ortea reserves the right to review the fees, giving written notice thereof no less than 60 (sixty) days prior to the applicable renewal date.
The Client shall pay to Ortea the appropriate fee within 30 (thirty) days from the invoice date and, in case of renewal, of each renewal date thereof.
Should the Client default in respect of timely payment, art. 1460 Civil Code shall apply, with no prejudice for the accrual of interest on overdue amounts and for any other remedy under the law.

4 CLIENT'S OBLIGATIONS

The Client shall:

- Keep the connection to Ortea XCloud active.
- Ensure adequate communication with Ortea.
- Make the necessary arrangement in case an on-site activity is agreed upon, with particular attention towards minimizing all the possible risks on site.
- Promptly inform Ortea about any reason for delaying an agreed upon on-site activity or any circumstance that could lead to a suspension of the activity.
- Promptly inform Ortea about any change involving the contact person.
- Take care in advance of all the travel expenses in case an on-site activity needs to be planned.

5 ORTEA'S OBLIGATIONS

Ortea shall:

- Monitor the unit(s) connected to Ortea XCloud in terms of performance parameters and alarm signals.
- Promptly inform the Client in case an alarm is detected.
- On the basis of the collected information, advise the Client about the recommended maintenance activities aimed at preserving and prolonging the unit's lifespan.
- Maintain communication with the Client in order to organize potential activities on-site.
- Release an intervention report after an on-site activity.

6 INTELLECTUAL PROPERTY

Nothing contained herein shall be deemed as a transfer or license of any intellectual property rights from Ortea. The Client shall take the outmost care in preserving such intellectual property rights of Ortea and shall be responsible for any acts or omissions by its own directors, officers, employees and contractors in this respect. All materials by Ortea may be used by the Client solely for the scope of operating and maintaining the equipment and cannot be otherwise used or disseminated in any way.

7 WARRANTY AND LIABILITY

To all and any effect, the warranty terms expressed in the General Sales Conditions (available online at www.orteanext.com) shall remain valid, provided that the applicable fee is duly and timely paid. It is understood that Ortea shall use its best efforts to provide timely services hereunder, but, given the sophisticated technical nature of services hereunder, it shall be liable to the Client only in case of gross negligence or wilful misconduct.

8 FORCE MAJEURE

Except for the payment of monies due hereunder, neither Party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labour disputes and strikes, riots, war, Internet or other network "brownouts" or failures, power failures, shortages, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such Party gives the other Party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

9 CONFIDENTIALITY

The Parties acknowledge that during the term of these Conditions, they may receive information from the other Party that is proprietary and confidential. Information shall be deemed confidential if it is by nature non-public, if it refers to trade secrets or intellectual property or it is labelled as "Confidential" at or near the time of disclosure. The Party receiving confidential information from the other shall: (a) maintain the confidentiality of such information with the same degree of care, and no less than reasonable care, as it uses for its own proprietary and confidential information, (b) limit access to such confidential information to those employees and outside contractors who have the need for such information and are under a duty of confidentiality to that Party, (c) not disclose the confidential information directly or indirectly to any other person or entity, and (d) will not use the confidential information for any purpose other than performance of its business under these Conditions. With no prejudice for general provisions of the law, confidential and proprietary information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by a Party, (ii) becomes available on a non-confidential basis from a source other than a Party that is entitled to disclose such information, (iii) or is required by court or similar order to be disclosed provided that a Party to whom the confidential or proprietary information belongs shall be given reasonable notice from the other Party to have time to seek a protective order or similar remedy prior to the disclosure of such information.

10 RELATIONSHIP OF THE PARTIES

The Parties will perform their obligations hereunder. Nothing contained in this Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent.

11 NO SOLICITATION

Each Party agrees that it shall not hire or solicit for employment the employees of the other Party during the term of these Conditions or for a period of one (1) year after the termination, without the written consent of the other Party.

12 ENTIRE AGREEMENT AND AMENDMENTS

The provisions herein shall constitute the entire ORTEA CARE Sales Conditions and supersede any and all previous and contemporaneous written and oral agreements and communications relating to the subject matter hereto.

13 WAIVER

Any waiver of a party of a breach of the provisions herein shall not operate as or be construed to be a waiver of any other provision. The failure of a party to insist upon adherence to any provision herein on one or more occasions shall not be considered a waiver and shall not deprive that party of the right thereafter to insist upon strict adherence to that provision or any other provision herein.

14 NOTICES

Once the ORTEA CARE service has been acquired, all notices hereunder shall be in writing and shall be deemed to have properly been given when delivered by certified electronic mail (PEC) if available, or by registered post or courier posted to the other Party.

15 SEVERABILITY

If a court of competent jurisdiction holds any provision of these Conditions or unenforceable, such invalidity or unenforceability shall not affect the validity, enforceability, or operation of any other provision of these Conditions.

16 NO ASSIGNMENT

The Client may not assign any of its rights, duties or obligations under these Conditions without the prior written consent of Ortea.

17 GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by the laws of Italy.
All disputes that may arise in relation to these Conditions shall be submitted to the exclusive jurisdiction of the courts of Milan (Italy).

18 DATA PROTECTION

All data collected by Ortea hereunder for the performance of the services purchased by the Client shall be treated in compliance with EU Regulation no. 679/2016.