

# GENERAL SALES CONDITIONS

## 1 . ARTISAN PRODUCT

Invisible Solar modules ("Products") are artisan products, made on order by Dyaqua Srls ("Manufacturer") in Italy by means of an entirely artisanal manufacturing line whose production capacity is limited.

Technical and/or promotional documentation about the product is intended to be approximate and subjected to small variations.

Operation of each single Invisible Solar module is verified both during and after its manufacturing.

## 2 . NEGOTIATION AND CONCLUSION OF THE CONTRACT

### 2.1 Offer

Customer declares to be aware of the Products and consider them suitable to their needs.

Quotations made by Manufacturer are valid for a maximum period of 10 working days, except for the case in which a different deadline is expressly specified.

The quotations request made by Customer shall include applicant identification details, shipping address, supply description and the specification of any preferences.

Manufacturer will send a detailed offer, including all useful data for Customer to arrange the order and providing an estimate of timing.

### 2.2 Purchase Order

After negotiation has been carried out as indicated in the previous point, Customer shall sign and submit a detailed purchase order, including all information specified in the offer and any other additional agreement. Alternatively, Customer can turn the offer into a purchase order by signing it within a specific fieldset named "Purchase Order".

When offer includes an advance payment at order, Customer shall attach documentation that proves the advanced payment has been done to the purchase order or signed offer.

Offers whose validity is expired cannot be turned into a purchase order. Customer shall ask to Manufacturer a new offer and proceed with the order, following the instructions that are described here above, within the validity deadline of new offer.

The purchase order submitted by Customer is confirmed, and the conclusion of the sell is done at its conditions, when:

- (for orders with Bank Transfer) Customer receives a written order confirmation from Manufacturer that complies with it;
- (for orders with Letter of Credit) the supply contract has been signed by both parties.

### 2.3 Order Confirmation

Customer shall indicate, no later than the next working day from the order confirmation date, any discrepancies between the purchase order and order confirmation to manufacturer by written note, asking to correct or supplement the confirmation document.

The effectiveness of purchase order starts when Customer receives, by Manufacturer, a written confirmation that complies to the indicated corrections and supplementations ("Order Confirmation"). The order production starts after 1 working day has passed from Order Confirmation.

## 2.4 Supply Contract

Purchase order submitted by Customer will form the basis for the supply contract made by Manufacturer, which will include supply details, payments and all necessary information to allow customer to contact a bank and ask the issue of a Letter of Credit.

## 2.5 Order modification or cancellation

Any request of order cancellation or modification shall be done no later than 1 working day from Order Confirmation, that is before the production starts. After that, and unless otherwise agreed, customer will not be allowed to modify or cancel the order.

The order will be considered definitely confirmed when the above deadline is passed without Customer has requested any cancellation or modification.

## 3 . TIMING

Timing is specified as working days (excluding weekends and holidays) or calendar months. The timing estimation is always included in offers and order confirmations released by the manufacturer and is indicated by using three different values:

- *Production starting estimation* - It defines the period in which the production of a confirmed order is supposed to start. Manufacturer will send an email notice providing to customer the exact date when production will be started;
- *Production times* - It is calculated by starting from the date when production has began, that has been provided by Manufacturer on the previous email notice, and ends when goods is ready to be collected or shipped;
- *Delivery times* - Specified only if customer has chosen to use the "Dyaqua delivery service", delivery times starts to be calculated as soon as the goods are shipped.

Timing is always approximate and subject of variations due to the working load of the production unit at order time or as force majeure occurs.

If any delays occur, customer is not entitled to cancel the order and/or claim direct and/or indirect damages compensation.

## 4 . DELIVERY, COLLECTION AND TRANSPORTATION

Products are available from factory (ex works - EXW).

Customer shall indicate order delivery preferences at quotation request, by selecting one of the following options:

- collect goods in person or appointing an intermediary;
- use the "Dyaqua Delivery Service"

### 4.1 Goods collection by Customer

Customer receives an email notice with which Manufacturer provides all useful information to organize the collection, such as: dates, times, address and description of packages and/or pallets.

Customer shall collect the goods, in person or by a designated intermediary, no later than 10 working days, except otherwise written agreement.

If Customer does not collect products before the collection deadline is expired, Manufacturer will be entitled to employ the uncollected goods for other supplies.

For order the payment of which is with balance before delivery, Customer has the opportunity to ask to re-enter the uncollected order in the production queue, by sending a written request to Manufacturer no later than 30 working days from the expiry of

collection deadline. In that case, Manufacturer will recalculate timing in accordance with the current job queue and reply with a written confirmation. If the failure to collect occurs once again, Manufacturer will reserve the right to refuse to re-enter the uncollected order in the production queue.

For orders that are splitted into multiple batches, the failure to collect a batch by Customer will entitle Manufacturer to cancel the remaining batches production.

Moreover, in case of a failure to collect goods, Manufacturer will have the right to retain the payments already made in order to cover incurred costs and compensation for damages due to a negligence of customer on the fulfillment of the contract, when:

- the deadline to re-enter the uncollected order in production queue has been expired without any communication from the Customer;
- Customer's request to re-enter the uncollected order in production queue has been refused by Manufacturer;
- uncollected goods are part of an order splitted into multiple batches.

#### 4.2 Dyaqua's Delivery Service

Dyaqua's Delivery Service ("Service") is provided by Manufacturer on request and on behalf of Customer.

During the conduct of the Service, Manufacturer performs all direct and indirect activities that are necessary to organize and ship the goods within 10 working days from the order fulfillment. The courier, who will be in charge to transport the goods, is designated at Manufacturer's unquestionable judgment.

As soon as goods are ready for shipment, Manufacturer will provide all necessary information to allow Customer to organize the shipment collection. Such information include for example: the departure date, instructions for the shipment tracking, intended delivery date and description of packages/pallets.

Customer indemnifies Manufacturer against any liability, both direct or indirect, for any delay, loss and/or damages that may occur to goods during the conduct of the service.

If Customer does not collect the shipped goods, Manufacturer will be entitled to employ the uncollected goods for other supplies.

For order the payment of which is with balance before delivery, Customer has the opportunity to ask to re-enter the uncollected order in the production queue, by sending a written request to Manufacturer no later than 30 working days from the expiry of collection deadline. In that case, Manufacturer will recalculate timing in accordance with the current job queue and reply with a written confirmation. If the failure to collect occurs once again, Manufacturer will reserve the right to refuse to re-enter the uncollected order in the production queue.

For orders that are splitted into multiple batches, the failure to collect a shipped batch by Customer will entitle Manufacturer to cancel the remaining batches production.

Moreover, in case of a failure to collect goods, Manufacturer will have the right to retain the payments already made in order to cover incurred costs and compensation for damages due to a negligence of customer on the fulfillment of the contract, when:

- the deadline to re-enter the uncollected order in production queue has been expired without any communication from the Customer;
- Customer's request to re-enter the uncollected order in production queue has been refused by Manufacturer;

- uncollected goods are part of an order splitted into multiple batches.

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#### 5 . GOODS CHECK

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Customer is supposed to very carefully check the integrity and number of packages/pallets that have just been delivered, and send to Manufacturer a written report of any discrepancies no later than 5 working days from the shipment collection.

Reports that have been received later than 5 working days are not valid.

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#### 6 . PAYMENTS

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Payment conditions are agreed in the order confirmation or supply contract.

If any payment delay occurs, Manufacturer has the right to:

- suspend the ongoing supplies without warnings;
- claim payment of the entire sum, adding possible costs refund and late payment interests.

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#### 7 . RETURNS OF GOODS AND REPLACEMENT

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Claims for irregularity or defects shall be reported to Manufacturer in accordance with law and the Invisible Solar Warranty Certificate. Even in case of dispute, Customer cannot suspend the remaining payments.

The returns of goods has to be authorized by Manufacturer; if not, it will be rejected; the goods shall be returned in perfect conditions and properly packaged.

Manufacturer exclusively replaces the supplied goods, after an accurate check that proves the defect is due to a manufacturing error and not to an incorrect use of the product.

Customer cannot charge to Manufacturer any costs for removal and laying of the products, nor claim compensation for any delays to finish the plant.

All shipping costs related to the restitution and replacement of goods are at Customer's expense.

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#### 8 . WARRANTY

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Products are subject to the "Invisible Solar Warranty" document.