

GENERAL CONDITIONS OF CONTRACT

February 2026 Edition

1. Contractual framework

These general conditions of contract apply to the contractual relations between Ecostone Solutions and the Customer regarding Products and/or Services.

The Conditions, together with the Order and the Order Confirmation, constitute the entire agreement between the Parties and supersedes any prior oral or written understandings or representations between Ecostone Solutions and the Customer relating to the Scope of Supply. In the event of any inconsistency or conflict among the Contract documents, the following order of precedence shall apply: (i) Order Confirmation; (ii) Conditions; (iii) Order.

Any general terms and conditions, purchase conditions or other standard terms provided by the Customer shall have no effect in the relation between the Parties and are expressly excluded.

2. Definitions

The following terms have the meaning defined below:

"Conditions": these general conditions of contract.

"Contract" means the provisions of the Conditions, of the Order and of the Order Confirmation.

"Customer(s)": a customer who requests and/or receives an Offer from or submits an Order to Ecostone Solutions.

"Ecostone Solutions": Ecostone Solutions S.r.l. and its successors.

"Force Majeure" shall have the meaning set out in Article 10.

"Offer": the document sent by Ecostone Solutions to the Customer in order to receive an Order.

"Order": the document (and its attachments) signed by the Customer and submitted to Ecostone Solutions for acceptance in which the Customer requests Products and/or Services from Ecostone Solutions. The definition of Order also covers the changes to an Order accepted in writing by Ecostone Solutions after the signature of the Contract.

"Order Confirmation": the written communication whereby Ecostone Solutions confirms the acceptance of an Order to the Customer, thus stipulating the Contract.

"Party": the Customer or Ecostone Solutions alternatively.

"Parties": the Customer and Ecostone Solutions.

"Price(s)": the price(s) for the Services and/or the Products indicated in the Order Confirmation.

"Product(s)" means the product(s) to be supplied by Ecostone Solutions and listed in the Offer.

"Services" means the services to be performed by Ecostone Solutions and listed in the Offer.

"Scope of Supply" means the Services to be performed and the Products to be supplied by Ecostone Solutions according to the Contract.

"Site" means vessel(s) or shipyard or any place where the Services are being performed, as further identified herein.

"Tax" means any tax, levy, impost, deduction, charge, rate, duty, rental, compulsory loan or withholding which is levied by a Government Authority.

"Travel Costs" means all costs and expenses connected to travels, daily allowances, transportation, including but not limited to, travel time to and from the Site, airfare and rental car/taxi fares.

3. Scope of supply

The Services to be performed and/or the Products to be supplied by Ecostone Solutions to the Customer are limited to those expressly described in the Order and the Order Confirmation.

4. Price – Invoicing – Travel costs

The Price shall be payable in Euros, unless otherwise agreed in writing. The Price shall be intended as all-inclusive price, including all costs and expenses of Ecostone Solutions and Ecostone Solutions' subcontractors.

The Price may be adjusted by Ecostone Solutions to reflect any increase in costs of materials, labor, transportation, energy or other expenses.

The Price shall be paid by the Customer according to the terms indicated in the Offer. Any failure to pay by the due date shall entitle Ecostone Solutions to interest and/or suspension of performance in accordance with clause 9 of this Contract.

Invoices shall be issued to the the invoicing address indicated in the Order, unless differently and timely advised in writing via e-mail by Customer.

The Parties acknowledge that the Contract Price does not include VAT or other similar tax.

If the Customer intends to export the Products from Italy, the Customer shall provide Ecostone Solutions with adequate proof of export within ninety (90) days of delivery. If the Customer fails to provide such proof and Ecostone Solutions becomes liable for VAT or other taxes, then the Customer shall immediately reimburse to Ecostone Solutions the corresponding VAT or other tax amount upon first demand. The same shall apply should any change of law incur, imposing to Ecostone Solutions liability for VAT or other similar tax.

If at any time the Customer is required to make any deduction or withholding or any imposition in respect of taxes on any payment due under this Contract, the Customer shall increase the payment so that Ecostone

Solutions receives the full net sum due, free from any deduction or liability. The Customer shall promptly provide to Ecostone Solutions any receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any deduction or withholding as aforesaid.

Any travel and accommodation costs for Ecostone Solutions personnel necessary for the performance of Services and/or delivery of Products not included in the Price shall be charged to the Customer. Accommodation shall be considered on board in single cabin or in hotel, including bathroom, A/C, etc..

5. Changes, delays, permits

Any changes requested by the Customer affecting the Scope of Supply must be approved in writing by Ecostone Solutions. Changes not so approved shall have no effect, it being understood that any adjustments resulting from approved changes (included but not limited to price, schedule warranty and so forth), must be mutually agreed in writing prior to implementation of the change.

In any case, Ecostone Solutions reserves the right to refuse any requested change at its discretion.

In order to perform the Services, Ecostone Solutions personnel shall have free access to Site and / or the relevant equipment without delay or waiting time.

Extra costs arising from actions or omissions by parties other than Ecostone Solutions and resulting in equipment unavailability or technicians waiting time shall be charged separately to the Customer according to Ecostone Solutions applicable rates. Such extra costs shall be invoiced to the Customer within the final invoice relating to the Scope of Supply.

The Customer shall be solely responsible for obtaining any permit, authorization or approval necessary to perform the Services and/or deliver the Products.

Any delay in performing the Services and/or delivering the Products due to the Customer's or third parties' delay in obtaining the necessary permits, authorizations or approvals shall not be attributable to Ecostone Solutions and shall not give rise to any liquidated damages, penalties or any claim for compensation and shall not be deemed a breach of contract by Ecostone Solutions.

6. Liquidated damages for delay

If the Parties have agreed in the Order on the application of liquidated damages for unjustified delays in delivery after the grace period has passed, the aforesaid liquidated damages shall be the sole remedy for the Customer and the maximum compensation that the Customer may claim from Ecostone Solutions. Any other claim for damages caused directly and/or indirectly by the delay shall be excluded,

including the right of the Customer to terminate the Contract on account of such delay.

Notwithstanding the above, the Customer shall have no entitlement to liquidated damages, even if provided for in the Order, in any of the following circumstances:

- (a) the Products have been temporarily substituted by Ecostone Solutions;
- (b) the Customer has not demonstrated that the late delivery has caused damages to the Customer;
- (c) the Customer is not ready to receive the Products;
- (d) any work for which the Customer is responsible has not been prepared on time;
- (e) the permits or authorizations necessary to perform the Services have not been obtained;
- (f) the Customer has failed to perform any action assigned to it under the Contract in a timely manner;
- (g) the Customer has omitted or delayed providing the information necessary for manufacture or maintenance of the production schedules of the Products or the performance of the Services.

7. Limitation of liability

To the fullest extent permitted by applicable law, all rights and remedies expressly provided for in this Contract shall constitute the Customer's exclusive remedies for any breach of the contract.

Without prejudice to the mandatory provisions of law, the total aggregate liability of Ecostone Solutions towards the Customer, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, including any liability for penalties or liquidated damages provided for under this Contract, shall be limited to one hundred percent (100%) of the Price.

Without prejudice to the mandatory provisions of applicable law, Ecostone Solutions shall not be liable to the Customer for any direct, indirect, incidental, consequential, special or punitive damages, including, without limitation, loss of profit, loss of revenue, loss of production, loss of business or contracts, loss of use, loss of data or any liability of the Customer towards third parties.

The limitations and exclusions of liability set forth in this clause shall apply irrespective of the legal basis of the claim. This clause shall survive termination or expiration of the Contract.

8. Termination

In accordance with Article 1456 of the Italian Civil Code, Ecostone Solutions shall be entitled to terminate the Contract, by sending a written notice to the Customer, upon the occurrence of any of the following events:

– failure by the Customer to pay the Price, in whole or in part, and/or any of its variations agreed by the Parties, within the agreed payment terms;

– non-compliance with the provisions regarding occupational health, safety and hygiene, and environmental regulations, including but not limited to Legislative Decree no. 81/2008;

– breach of the provisions set forth in Article 12 (“Intellectual Property Rights”);

– breach of the provisions set forth in Article 16 (“Economic sanctions and embargoes”).

The termination of the Contract shall be effective from the date of receipt by the Customer of the written notice of termination.

Without prejudice to the foregoing, either party shall have the right to terminate for convenience the Contract by giving at least sixty (60) days prior written notice to the other party. In the event of termination for convenience by the Customer, the Customer shall pay to Ecostone Solutions all costs and expenses, including but not limited to the costs relating to:

1) demobilization of equipment and personnel due to early termination;

2) all charges for work performed up to the effective date of termination;

3) all expenses incurred by Ecostone Solutions due to the termination.

Moreover, in such case, the Customer shall pay an additional fixed amount equal to of ten percent (10%) of the Price to compensate for disruption of scheduling, planned production and other indirect costs.

9. Delay Interest, suspension of performance and other consequences of Customer’s defaults

If any payment due from the Customer under this Contract is not received by Ecostone Solutions when due, without prejudice to any other rights or remedies available to Ecostone Solutions under this Contract or at law, the Customer shall pay interest on the amount. The interest rate shall accrue at a rate equal to the three-months Euribor plus 3% per annum, calculated on a pro rata temporis basis, from the due date until the date of actual payment in full.

Without prejudice to any other rights or remedies available, Ecostone Solutions shall be entitled to suspend performance of its obligations under this Contract for the Products and/or the Services in relation to which the non-payment relates, or if any information or documentation requested by Ecostone Solutions, which relates in any way to the performance of this Contract in relation to the Products and/or the Services, has not been provided by the Customer or the Customer fails to fulfil any of its contractual

obligations. In the event of such suspension, any time limits or delivery dates shall, at discretion of Ecostone Solutions, be extended by a period equal to or longer than the period during which performance was suspended.

Ecostone Solutions shall also be entitled to suspend the deliveries of the Products and/or the performance of the Services if the Customer’s economic conditions deteriorates, including, without limitation, in the vent of protest of bills, enforcement proceedings, establishment of pledges and/or mortgages, application for insolvency or restructuring proceedings, or cessation of business.

In such circumstances, Ecostone Solutions shall also be entitled to require advance payment or the provision of adequate financial security as a condition for continuing or resuming the performance of the Contract.

10. Force Majeure

Neither Party shall be considered in default or otherwise liable for any delay or failure in the performance of its obligations provided by the Contract, to the extent that such delay or failure is caused by an event of Force Majeure.

For the purpose of this Contract, Force Majeure means any event or circumstance beyond the reasonable control of any Party (including its agents and subcontractors), including, without limitation, wars whether declared or not, any events involving armed conflicts, civil wars and riots, hostilities, public disorder, acts of terrorism and threat of terrorism, strikes, lockouts, epidemics, pandemics, fires, explosions, acts of God, embargoes, any restrictions or actions imposed by any public authority or government, shortages or unavailability of raw materials, components, energy or transportation services, abnormally adverse weather conditions and natural disasters.

If a Party is prevented, hindered or delayed in the performance of any of its obligations under the Contract by Force Majeure, it shall promptly give notice to the other Party and the performance of the affected obligations shall be suspended for the duration of the Force Majeure event. For the avoidance of doubt, Force Majeure shall not relieve or suspend the Customer’s obligation to make any payments due to Ecostone Solutions under this Contract.

If Ecostone Solutions suffers delay and/or incurs in additional costs by reason of Force Majeure, Ecostone Solutions shall be entitled to an extension of time for the performance of the Contract, including any time required for demobilization/remobilization and if the event of Force Majeure occurs in the country where the Site is located, to the reimbursement of the additional costs incurred.

If the performance of the Contract is prevented, hindered or delayed for a continuous period exceeding sixty (60) days or an aggregate period exceeding ninety (90) days, either

Party may terminate the Contract by sending a written notice to the other Party.

11. Cyber Security

If the Products are designed to be connected to and to communicate information and data via a network interface, the Customer shall be solely responsible for providing, ensuring and maintaining a secure connection between the relevant Product and the Customer's network or any other network (as the case may be). The Customer shall establish, implement and maintain all appropriate technical and organizational measures, including but not limited to the installation of firewalls, authentication mechanisms, encryption of data, installation of anti-virus programs, etc., in order to protect the Product, the network, its system and the interface against any kind of security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information.

Ecostone Solutions does not guarantee that the Products will be immune from cyber-attacks, security breaches or vulnerabilities.

Ecostone Solutions and its affiliates shall not be liable for damages and/or losses related to such security breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information.

12. Intellectual Property

Each Party shall retain ownership of all intellectual property rights owned or controlled by it prior to the execution of this Contract or developed independently of this Contract. Nothing in this Contract shall be construed as transferring any ownership rights from one Party to the other.

Each Party grants to the other only the licenses and rights expressly set out in the Order Confirmation.

All data, information, documents, specifications, reports and other materials provided by Ecostone Solutions to the Customer in connection with this Contract as well as the intellectual property rights whether registered or not (hereinafter collectively the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of Ecostone Solutions and are supplied to the Customer only for the performance of this Contract and within the relevant Scope of Supply.

The Customer shall not use the Documentation received for reasons other than those provided for under this Contract and shall not disclose, reproduce, distribute or grant any license or sub-license to the Documentation, in whole or in part, without the prior written consent of Ecostone Solutions. This provision does not apply when disclosure is required by law, by a court of competent jurisdiction, by another appropriate regulatory body, provided that the

Customer promptly informs Ecostone Solutions of the disclosure, its proposed form, timing, nature and purpose.

The Customer shall return the Documentation received to Ecostone Solutions along with all copies (if any) upon simple request from Ecostone Solutions once such Documentation is no longer necessary for the performance of the Contract and/or of for the relevant Scope of Supply, except as otherwise agreed by the Parties. If the Customer incorporates the Documentation or the relevant Scope of Supply in other goods, documents or projects, the Customer shall be responsible for ensuring that such use does not infringe the intellectual property rights of any third party and shall indemnify and hold harmless Ecostone Solutions from and against any liability arising from such use.

In any case, if the Contract is executed by Ecostone Solutions on the basis of the Customer's specific technical documentation, Ecostone Solutions shall not be responsible for any infringement of any third-party intellectual property rights resulting from the use of such documentation. The Customer shall indemnify and hold harmless Ecostone Solutions from and against any claims, damages, losses, costs or expenses arising from such infringement.

Unless otherwise expressly agreed by the Parties in writing, any intellectual property right arising from or developed by Ecostone Solutions during the performance of the services under this Contract shall remain the exclusive property of Ecostone Solutions.

13. Privacy

Each Party shall comply with all applicable data protection laws and regulations, including the Legislative Decree no. 196/2003 and EU Regulation no. 679/2016.

Each Party shall process personal data received from the other Party solely for the purposes of performing and managing this Contract and in accordance with applicable laws and regulations.

Unless otherwise expressly agreed in writing, each Party shall act as an independent data controller with respect to the personal data processed pursuant to this Contract.

14. Miscellaneous

Neither Party shall be entitled to transfer or assign, in whole or in part, any of its rights or obligations under this Contract to any third party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. In any event, the Customer shall remain fully liable for the fulfilment of all payment and/or obligations still owed to Ecostone Solutions according to Contract.

The failure of either Party to enforce at any time any of the provisions of this Contract shall in no way be construed to be a waiver of any such provision, nor in any way to affect

the validity of this Contract or any part of it or the right of either Party after any such failure to enforce each and every such provision. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any provision of this Contract that is invalid or unenforceable under the laws of Italy shall be ineffective to the extent of such invalidity or unenforceability, without invalidating the remaining provisions hereof. The Parties shall replace or amend any illegal, invalid, void or unenforceable provision with a legally acceptable alternative that most closely reflects the original intention of the Parties. This Contract, together with the Conditions, the Order and the Order Confirmation, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations or agreement, whether written or oral.

No modifications or amendments to this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

All documentation and communications relating to this Contract shall be prepared in English language. Unless otherwise agreed, all measurements, technical specifications and quantities shall be expressed in accordance with the International System of Units.

15. Applicable Law - Jurisdiction

The Contract shall be governed by and construed in accordance with the law of Italy. In any case, the Vienna Convention on Contracts for the International Sale of Goods of 1980 is expressly excluded.

Any dispute arising out of or in connection with the validity, interpretation, interpretation, negotiation, execution and/or termination of the Contract, the Conditions, the Order and/or the Order Confirmation shall be subject to the exclusive jurisdiction of the Court of Milan, Italy.

16. Economic sanctions and embargos

The Customer acknowledges that Ecostone Solutions is subject to international laws and regulations imposing trade embargoes and economic sanctions on certain countries, companies, entities and/or individuals.

The Customer represents and warrants that neither it nor any of its subsidiaries, nor any of their respective directors, officers, employees, agents, affiliates or representatives: (i) is an individual or entity listed on, owned or controlled by a person or entity listed on, any sanctions list administered or enforced by competent authorities, including the US Office of Foreign Assets Control (OFAC) - such as companies or individuals appearing on the Specially Designated Nationals List or the Foreign Sanctions Evaders List -, as well as on the US State Department's Terrorist Exclusion List, the

United Nations Consolidated List, the European Union Consolidated List, the UK HMT Consolidated List, the Australia Department of Foreign Affairs Consolidated List or any other applicable sanctions list (collectively, "Sanctions Lists"), or (ii) is located, organized or resident in a country or territory that is subject to economic sanctions or embargoes under applicable laws (including, without limitation, Russian Federation, Belarus, Cuba, Iran, North Korea, Sudan and Syria).

The Customer represents that it has not knowingly engaged in and will not engage in any dealings or transactions with any individual or entity and/or in any country that is subject to sanctions by applicable laws or that is in Subject Lists. The Customer shall promptly notify Ecostone Solutions in the event it is added to a Sanctions List and/or knowingly has engaged in a sanctioned transaction. Any violation of an obligation contained in this Clause shall constitute a material breach of the Contract and shall entitle Ecostone Solutions to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law. Notwithstanding anything to the contrary in the Contract, the Customer shall, without any limitations, indemnify and hold harmless Ecostone Solutions for all liabilities, damages, loss, cost or expenses arising out of or in connection with any such violation and/or termination of the Contract determined by a violation of this clause, or arising from export restrictions concealed by the Customer.

Ecostone Solutions shall not be required to perform any obligation under this Contract to the extent that such performance would expose it to sanctions, penalties or other restrictive measures under applicable laws.

17. Notices

All notices given by either Party to the other Party in accordance with the provisions of this Contract shall be in writing in the English Language and it shall be sent by registered mail or by a courier service to the addresses specified in the contract

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A) Terms and conditions applicable in case the Scope of Supply includes the Products

If the Scope of Supply includes the supply of Products, the following terms and conditions shall be also applicable.

18. Delivery schedule

The delivery dates of the Products shall be calculated taking into consideration the latest of the following events:

- the date of the agreement between the Parties on all the delivery conditions;
- receipt by Ecostone Solutions of the advance payment for the Order, where applicable;
- receipt by Ecostone Solutions of the technical data from the Customer or third parties designated thereby or from the approval of Ecostone Solutions' executive drawings and plans by the Customer, where applicable;
- receipt by Ecostone Solutions of the materials to be provided by the Customer or by a third party designated thereby;
- communication by the Customer of the receipt of authorization to import the material(s) or to make the payments, where applicable.

Delivery dates are calculated in weeks of 5 (five) working days, excluding public holidays. Delivery dates shall be considered automatically extended in the case of unforeseen events for a period of time equivalent to the duration of the event itself. Ecostone Solutions will not therefore be liable, in any case and for any reason, for any direct or indirect damages caused by the delivery of the Products later than the date indicated.

The delivery date is further extended if the Customer does not perform its contractual obligations on time and, in particular:

- late payments of any amount due;
- if the Customer does not provide the data necessary at the schedule time before or during processing;
- if the Customer requests changes during the processing of the Order;
- if the Customer delays delivery of material before or during the processing of the Order.

If delivery of the Products is not made for any reason due to events independent from Ecostone Solutions, the delivery is considered shall be deemed completed upon notice of readiness for delivery.

By delivery date, the Parties shall mean the date of issue by Ecostone Solutions of notice of readiness of the goods or notice of shipment to the Customer, or consignment to the carrier or shipper indicated in the Order, or in the notice of goods ready for testing.

19. Delivery – packaging – shipment and transport

Unless otherwise agreed in writing, Ecostone Solutions shall deliver the Products according to Incoterms 2020 FCA, to the Customer or to a third party designated by the Customer. If the Customer does not designate a carrier or shipper in due time, it authorizes Ecostone Solutions to select and appoint, on behalf and at the expense of the Customer, a carrier or shipper, holding Ecostone Solutions harmless from any liability for the selection or for any action

or omission thereof. All transport shall be at the expense and risk of the Customer. The Products shall not be insured against risks deriving from transport, unless upon written request from the Customer contained in the Order. In that case, the Customer shall pay the relative costs. If the Customer fails to collect the Products, Ecostone Solutions shall have the right to charge 1% (one percent) per month of the invoice value for storage costs, without prejudice to any other rights related to late payment. In such cases, storage is provided at the Customer's risk and expense. The Customer shall inspect the Products upon delivery and report any eventual shortages/deficits before accepting delivery by the carrier and, thus, before signing the transport document for receipt. Any latent defect must be notified to the carrier by registered letter, copied to Ecostone Solutions, within eight days of receipt of the Products, failing which the Customer shall lose the right to make any related claim. The return of Products or packaging shall not be accepted without the prior written consent of Ecostone Solutions. In such cases, the Products shall be transported at the Customer's own risk and expense.

Ecostone Solutions shall provide standard packaging suitable for normal transportation condition. Any request for the exclusion of packaging or for special packaging must be expressly indicated by the Customer when placing the Order. Ecostone Solutions uses standard packaging materials and procedures, and it shall not be liable for any damage arising from packaging deterioration or failures occurring during transport due to event beyond its reasonable control.

The Products shall always be transported on behalf of the Customer and at the risk and liability thereof, also in the case of returns. The Customer must notify Ecostone Solutions of the necessary instructions for shipment and any other related measures, if Ecostone Solutions by contract is charged of this obligation; otherwise Ecostone Solutions will handle the shipment at the Customer's expense, without taking any liability.

20. Warranty

Except as otherwise agreed in the Order, the warranty period, commencing on the date of delivery of the Products, shall have a duration of 12 (twelve) months for new Products and 6 (six) months for repaired/reconditioned Products (the "**Warranty Period**"), without prejudice to the provisions below concerning rotating components.

If a defect occurs in the Products during the Warranty Period, the Customer shall notify Ecostone Solutions within fifteen days from the discovery of such defect, providing adequate details of the alleged defect. Failure to notify the

defects within such period shall result in forfeiture of the Customer's warranty rights.

Ecostone Solutions shall be solely responsible, at its own discretion, to repair or replace free of charge any parts which prove to be defective due to faulty workmanship or material defects arising during the Warranty Period.

Defective parts shall be returned carriage paid to Ecostone Solutions' premises. Repaired or replaced parts shall be delivered by Ecostone Solutions to the destination as previously agreed between the Parties.

The Customer shall provide and bear the costs for local transport, lifting facilities, unskilled labor, towing, docking and all other site and construction costs.

Customer and Ecostone Solutions shall exercise their best endeavor in arranging a delivery location that minimizes Ecostone Solutions' transportation cost. Customer shall arrange at its own cost for any dismantling and reinstallation of any replaced or repaired item, to the extent that it is necessary to remedy the defect.

Ecostone Solutions shall not be responsible for other defects such as, but not limited to, defects due to faulty operation, inadequate maintenance, normal wear and tear, defects resulting from modifications, repairs, or interventions carried out by persons not authorized by Ecostone Solutions, defects arising from installation, operation or maintenance not performed in accordance with Ecostone Solutions' instructions or defects caused by external factors including but not limited to accidents, environmental conditions or improper storage.

The warranty does not include:

- activities that can be reasonably performed by the Customer using its normal maintenance resources,
- traveling and living expenses,
- traveling time,
- waiting time,
- waiting time beyond the control on Ecostone Solutions,
- work on property, which is not included in the Contract or all costs associated therewith for searching for or remedying defects,

The working day for warranty attendances shall be considered to be 10 (ten) hours. Requests exceeding such time will be charged according to Ecostone Solutions' rates in force.

The remedies set out in this clause constitute the sole and exclusive remedy of the Customer for defects in the Products. Ecostone Solutions shall not be liable for any direct, indirect, incidental, consequential or economic losses, including but not limited to loss of production, loss of profit or loss of use arising from any defect in the Product.

21. Warehouse storage

If shipment of the Products is delayed, prevented or becomes impossible due to reasons not attributable to Ecostone Solutions, the Products shall be stored by Ecostone Solutions at the sole risk, expense and liability of the Customer. In such cases, Ecostone Solutions shall be entitled to store the Products, charge the Customer all related costs and issue the relevant invoice for the Products as if delivery had occurred.

In such circumstances, the Warranty Period shall commence from the date of Ecostone Solutions' notice of readiness of shipment and the risk of loss or damage to the Products shall pass to the Customer from the same date.

If the Customer fails to take delivery of the Products, arrange shipment or provide the necessary instructions or documentation required for shipment within [-] from the notice of readiness for shipment or collection, Ecostone Solutions shall be entitled, at its sole discretion, to terminate the Contract by written notice to the Customer and/or sell the Products to a third party. In such case, the Customer shall remain liable for any difference between the Price and the resale price, all storage, handling and resale costs incurred by Ecostone Solutions as well as any additional damages suffered by Ecostone Solutions as a result of the Customer's failure to take delivery.

22. Transfer of risks and Retention of title

Unless otherwise agreed in writing, the risk of loss and damage to the Products shall pass to the Customer the day of delivery of the Products to the Customer or to the carrier. Such transfer of risk shall apply irrespective of whether transportation costs are borne by Ecostone Solutions, whether delivery is made carriage free, or whether installation or assembly services are included in the Contract.

If shipment, delivery or collection of the Products is delayed or becomes impossible due to reasons not attributable to Ecostone Solutions, the Products remain in storage at the expense, risk and liability of the Customer. From such date, the risk of loss or damage shall pass to the Customer.

Notwithstanding delivery of the Products and the transfer of risk in accordance with this clause, title to the Products shall remain with Ecostone Solutions until full payment of the Price and of all amounts due by the Customer under the Contract has been received by Ecostone Solutions.

If the Customer resells the Products before full payment has been made, such resale shall occur in the ordinary course of business, and the Customer shall assign to Ecostone Solutions, to the extent permitted by applicable law, the proceeds of such resale up to the amount owed to Ecostone Solutions.

If the Customer fails to make any payment when due, or if the Customer becomes subject to insolvency proceedings or circumstances indicating financial distress, Ecostone Solutions shall be entitled, without prior notice, to reclaim possession of the Products, and the Customer hereby grants Ecostone Solutions and its representatives an irrevocable right to enter any premises where the Products are located in order to recover them.

The Customer shall fully cooperate with Ecostone Solutions in taking any action necessary to protect or enforce Ecostone Solutions' title to the Products, including the execution of any document or registration required under applicable law.

23. Assembly

Except as otherwise agreed, the installation of the Products is executed at the care, risk and expense of the Customer. Upon request of the Customer, the installation of the Products may be carried out by Ecostone Solutions, it being understood that in this case the Customer shall bear all related costs, according to Ecostone Solutions' rate in force. The Customer must prepare the necessary works and connections in good time and provide all the hook-ups and preparation as necessary, including the safety of the premises where the installation is to be executed.

Ecostone Solutions shall not be liable for any delay, malfunction or damage to the Products resulting from inadequate site preparation, incorrect installation carried out by the Customer or third parties or failure by the Customer to comply with Ecostone Solutions' technical instructions.

B) Terms and conditions applicable in case the Scope of Supply includes the Services

If the Scope of Supply includes the performance of Services, the following terms and conditions shall also be applied.

24. Statement on safety measures in working areas installations

The Customer acknowledges and agrees that it bears sole responsibility for the safety of the Site and working areas. Prior to commencement of Services at the Site, the Customer shall notify to Ecostone Solutions any known risks in working areas and shall implement, ensure and guarantee all coordinated necessary preventive and protective measures necessary in order to secure and make harmless any such risk, hazards and danger in respect to Ecostone Solutions personnel, not compromising their health and safety under any circumstances on site, in compliance with applicable law and best industry practice.

Prior to the commencement of Services at the Site, the Customer is required to provide to Ecostone Solutions with all the following:

- the full safety of the premises, plant at Customer's premises and/or of the Customer site at which Ecostone Solutions activities must be performed;
- unrestricted access, sufficient space as well as, in general, whatever may be necessary for Ecostone Solutions to perform the Services and, in particular, the provision of electrical power, availability of lifting equipment necessary for the equipment required to execute the Services.

Furthermore and prior to performing the Services at the Site, the Customer shall provide Ecostone Solutions with a written notice reporting the name of its "Safety Officer" as well as any information on environmental and safety measures, including waste disposal. In order to grant safe working conditions to Ecostone Solutions staff and before the beginning of the Services it is therefore compulsory that the Customer provides Ecostone Solutions' personnel with all the relevant information concerning the safety and health conditions of the Site and environment rules where the Services are required. Solely upon such information is provided and the working area inspected and deemed safe by Ecostone Solution, Ecostone Solutions' personnel will perform the Services at the Site.

Ecostone Solutions personnel are entitled to refuse to commence or continue the activities included in the Services until they are adequately informed on the safety conditions, all the area of the Site is in absolute safe condition and the required safety measures are in place.

Any delay in commencement or performance of the Services resulting from the Customer's failure to provide required safety measures or information or equipment shall not constitute a breach of this Contract by Ecostone Solutions. In such cases, the Customer shall remain fully liable for all payments due.

Ecostone Solutions' personnel shall be continuously supported by the Customer's skilled personnel at all times. Ecostone Solutions shall supply to its personnel the relevant personal protection equipment for basic safety. Special safety equipment shall be provided by the Customer, if needed, at its expense.

The Customer shall indemnify and hold Ecostone Solutions harmless from any liability, claim, damage, cost or expense arising from failure to comply with the obligations in this clause, unsafe conditions at the Site or inadequate safety support or equipment.

In any case, it is the Customer's duty to prevent Ecostone Solutions personnel from accessing the Customer's site and the relative plant until full completion of all the operations

intended to assure the absolute safety of work on the plant or part of the plant involved in the operations.

In the case of accident or injury to Ecostone Solutions personnel, the Customer shall grant Ecostone Solutions free access to the accident site to ascertain the relevant cause(s).

25. High-risk countries

The Customer acknowledges that for Ecostone Solutions performing activities in high-risk countries will be carried out strictly in accordance with the policies and guidelines of Ministry of Foreign Affairs and International Cooperation, as well as any other applicable governmental or international regulation in force at the time of the travel.

The Customer therefore acknowledges that if it refuses to accept or fails to comply with the requirements, in effect at the time of the travel in the relevant country, Ecostone Solutions personnel will not perform the Services.

Any delay, suspension, or non-performance resulting from such refusal or non-compliance shall not constitute a breach by Ecostone Solutions. The Customer remains fully responsible for all payments due under the Contract, including any costs already incurred by Ecostone Solutions in preparation for such activities.

Ecostone Solutions shall be entitled to adjust the schedule, pricing, and logistics of Services in high-risk countries to comply with updated governmental requirements, and the Customer shall promptly accept any such adjustments.